

Reference Interconnection Offer
(Direct-To-Home (“DTH”) Platform)

This Reference Interconnection Offer (RIO) is being put out by **Bennett, Coleman & Company Limited** (“BCCL”) pursuant to the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation 2004 and amendments thereof and Tariff Orders issued before 1st March 2017 by TRAI and contains only the basic technical and commercial terms and conditions, after complying with the same by any DTH Operator (the Affiliate), having a valid permission/license to distribute the channels through its DTH Platform in India shall only be qualified to obtain the interconnection with BCCL. However the Distribution Rights for the channels would be provided only after execution of Interconnection agreement by the Affiliate (DTH Operator).

This Agreement (“Agreement”) is executed on _____ 201__ by and between:

BENNETT, COLEMAN & COMPANY LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Times of India Building, D.N. Road, Mumbai – 400 001 [hereinafter referred to as “BCCL” or “Broadcaster”, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns], and of the one part; and

_____, a company incorporated under the Companies Act, 1956, and having its registered office at _____

represented through its _____ <name>, <designation> authorized vide board resolution dated _____ [hereinafter referred to as “Affiliate”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns].

BCCL and the Affiliate are hereinafter individually and collectively referred to as “Party” and “Parties”, respectively.

WHEREAS:

- A. BCCL & M/s Zoom Entertainment Network Limited (“ZENL”) are the owners/ broadcasters of the channels (hereinafter collectively referred to as the “Channels”) as mentioned in Annexure A.
- B. BCCL has been by authorized by ZENL to collectively distribute its channel (ZENL’s channel) along with its own channels (BCCL’s channels) to the authorized distribution platforms, including but not limited to registered Direct-to-Home Service Operators in India.
- C. BCCL has appointed Times Global Broadcasting Company Limited, a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013, having its registered office at 1st Floor, Trade House, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel West, Mumbai 400 013 (hereinafter referred to as “TGBCL”) as its Authorized Agent for purposes of collection of the Subscription Fee/Charges.
- D. The Affiliate is a registered/ Licensed Direct-to-home (“DTH”) Operator, in India and operates DTH service namely _____.
- E. The Affiliate has represented to BCCL that it has the necessary infrastructure, resources, experience and expertise in distributing the Channels/Service to the Subscribers and is desirous to subscribe the Subscribed Channels for further retransmission to the Subscribers using DTH systems technology in the

whole of India and as detailed in Annexure F (“Territory”) and on the representation of the Affiliate BCCL has agreed to provide signals of the Channels to the Affiliate based on the terms and conditions provided herein.

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

PRELIMINARY REQUIREMENT: The Affiliate shall be required to provide the following documents at the time of signing of the Subscription Agreement.

- a) A copy of the valid registration/License issued by Ministry of Information & Broadcasting of India issued to the Affiliate for running its business as DTH Operator in the territory of India.
 - b) A copy of the valid Service Tax registration.
 - c) A latest copy of the Income tax assessment return and PAN Card
 - d) Identity Proof & Office Address proof
 - e) Constitution documents– Partnership Deed, Memorandum/Articles of Association etc., List of partners/Directors along with their Identity & Address proof.
 - f) Any other document as may be necessary for the purpose of this agreement.
1. Upon the request of BCCL, the Affiliate shall allow the inspection of compliance of the technical parameters and systems to ensure that the Affiliate is competent to distribute the Channels, including in High Definition Mode.
 2. Subject to complying with the preliminary requirements specified above and upon execution of Interconnection Agreement, the Affiliate will be entitled to subscribe for the Channels on the terms and conditions as specified in the said Agreement. However, parties shall endeavor to clear their dues, if any, towards each other and to their Affiliate/related Companies before execution of the Agreement.

I. Definition and Interpretation:

i. Interpretation:

The title of this Agreement and its headings are used for convenience only and shall not affect the interpretation of this Agreement. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders and reference to an individual shall include his personal representative, successor or legal heir. The definition or the term not defined in this Agreement shall be construed from the applicable Regulations.

ii. Definitions:

- (a) “Addressable System” means an electronic device or more than one electronic device put in an integrated system through which signals of any channel including the Channels are sent in encrypted form, which can be decoded by the device(s) at the premises of the Subscriber on the choice and request of such subscriber as per the authorization made by the Affiliate. It comprises of a system using both scrambling and encryption (to prevent unauthorized reception of services) for allowing consumers/Subscribers to access only those services/channels which have been subscribed by them. The term Addressable System may also be referred to as “the Conditional Access System/CAS/CA” Digital Addressable System in this Agreement for the purpose of convenience.
- (b) “Affiliate” shall mean the Direct to Home Services (DTH) Operator, who has been granted non-exclusive Licensed Rights as per the terms of this Agreement to subscribe the Channels in order to further distribute the same to its Subscribers in the same Format/mode (as received by it) through its DTH Platform in the agreed Territory. The Affiliate shall include its successors and permitted assigns.
- (c) “Agreement” means this Agreement for DTH Platform, together with its Schedules/Annexures attached hereto, which form an integral part of this Agreement.

- (d) "Applicable Laws" shall mean and include all the applicable laws, regulations, directions, notifications, policies, guidelines, orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority concerning broadcasting and distribution of TV channels and matters consequential upon and incidental thereto.
- (e) "Authorized Agent" shall mean, with respect to the Channels, Times Global Broadcasting Co. Ltd. (TGBCL), which has been authorized by the Broadcaster for negotiations of subscription, marketing of Channels and collection of Subscription Fee, from the Affiliate, for and behalf of the Broadcaster.
- (f) "Authorized Language" means the language in which the programmes/ content of the Channels is broadcasted by the Broadcaster and the Affiliate is required to distribute the Channels in the same language and not to change the language of the Channel – either by way of dubbing and/or introducing the sub-titles or otherwise. The term Authorized Language may also be referred to as "the Agreed Language/Designated Language or Language" in this Agreement for the purpose of convenience.
- (g) "Broadcaster" shall mean any entity incorporated in accordance with law which has obtained necessary permissions from the Ministry of Information and Broadcasting for down linking and/or up linking the respective channels, as the case may be. For the purpose of this Agreement, Broadcaster shall mean Bennett, Coleman & Company Ltd. and Zoom Entertainment Network Limited as broadcasters for the respective channels mentioned Annexure A.
- (h) "Channels" means such satellite-based televisions channels as mentioned in Annexure-A attached to the Agreement, which have been subscribed by the Affiliate for further distribution to its Subscribers as per the terms of this Agreement.
- (i) "Channel/ Bouquet Rate" or "Rate of the Channel(s)/ Bouquet(s)" means the rate of the Channels/ bouquet and all revisions thereof, as determined by BCCL or the Channels' Broadcasters' from time to time. The Channel/ Bouquet Rates are mentioned for each Channel in Annexure A.
- (j) "Channel Penetration" means a subscriber who causes the signals of TV Channels to be heard or seen by any person for a specific sum of money to be paid by such person.
- (k) "Commercial Subscriber" means a subscriber who causes the signals of TV Channels to be heard or seen by any person for a specific sum of money to be paid by such person and is not an Ordinary Subscriber.
- The Definition of Commercial Subscribers and rights accorded to the Affiliate to re-transmit signals to Commercial Subscribers and Commercial Subscriber are without prejudice to the rights and contentions of the Broadcaster(s)/ BCCL and the right to re-transmit signals to Commercial Subscribers and would be subject to revision depending upon the orders as may be finally passed in the Writ Petition No. 5161 of 2014, Writ Petition No. 506 of 2016 and Appeal No. 4 (C) of 2015 before Hon'ble High Court of Delhi and TDSAT (Telecom Disputes Settlement & Appellate Tribunal) respectively or any other matter in this subject
- (l) "Confidential Information" shall mean any and all information given in writing relating to or by the disclosing party (which inter alia includes the pricing and subscriber base) and which is reasonably presumed to be proprietary or confidential in nature excluding that information which: is known to the public (through no act or omission of the receiving party in violation of this Agreement); or was known to the receiving party prior to its disclosure under this Agreement; is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information; or was/is independently developed by the receiving party without breach of this Agreement;
- (m) "Customer/ Subscriber Equipment" shall include tools and equipment/ device(s), as compatible with technology employed by Affiliate with respect of its DTH Platform, installed or to be installed the Subscriber's Premises so as to receive and decode the signals of the subscribed channels as part of the

Affiliate's DTH Platform. Those tools may inter-alia includes DTH satellite dishes, set top boxes (STBs), outdoor unit(ODUs) etc.

- (n) "DTH Platform" means the DTH satellite network and systems established by the Affiliate through which television programming and channels/ the Channels, are provided by the Affiliate(in the agreed Territory) to its Subscribers in KU Band by means of DTH satellite transmission under standard encryption mode, which can be received/ viewed only by such Subscribers having the requisite Customers Equipment provided or authorized by the Affiliate. The term DTH Platform may also referred to as "Affiliate's Platform" or "Platform" in this agreement for the purpose of convenience.
- (o) "Direct to Home Service" or "DTH" means the reception and viewing of the television channels and other related programmes/ service, to be received at the premises of the individual household(s) having set top box; the signal for which is transmitted directly from a satellite by the Affiliate from its DTH Platform to a satellite using Ku-Band.
- (p) "Electronic Program Guide" (EPG) means a list in an electronic format maintained by the Affiliate with respect to the information of channels, programmes and scheduling thereof and a short summary or commentary for each program. EPG is the electronic format equivalent to a printed television program guide and includes any enhanced facility which allows Subscribers to navigate and select such available channels and programmes.
- (q) "Equipment" shall include Integrated Receiver Decoders ("IRDs") and the Viewing card(s) which have been provided to the Affiliate by BCCL on the basis of mutually agreed parameters between the parties. IRD here means a device, decoder, receiver cum decoder that is able to receive and/or decode the encrypted channels/Service; while being used in conjunction with a Viewing card by the Affiliate. The term Equipment may also be referred to as "the Affiliate's Equipment" in this agreement for the purpose of convenience. "Viewing Card" (Smart card) means the electro-magnetic card to be used in conjunction with the IRD to access and decode each Subscribed Channel and provide the viewer access to various pay channels from the network. The Cards when inserted into set-top boxes/IRD's that have an internal decoder, shall be converting encrypted signals into a recognizable format.
- (r) "Fingerprinting" means the method/system to be employed by the Affiliate to display a viewing / smart card unique number of BCCL and of the Affiliate on the screen of the television sets of any person using the Services of the Affiliate, which number is used in order to identify the Set top box/ IRD Box/VC of BCCL/the Affiliate.
- (s) "Format" of the Channel means either Standard Definition Feed/format or High Definition Feed/format. The term High Definition channel/feed/format means channel which carries higher resolution of Video in 16:9 aspect ratio adopting 1080i standard and Dolby AC3 (Digital Dolby) sound track.
- (t) "Intellectual Property Rights" includes all (present and future) intellectual property rights either owned by or licensed to BCCL and/or the Channel owners; which inter-alia includes copyright, service mark, trade name, trademark, trade secrets, rights of attribution, integrity and similarly afforded "moral rights," logo of BCCL/Channel owners and any other intellectual or proprietary rights of any nature whatsoever in any part of the world, which belong to BCCL/Channel owners and/or its/their associate/Group Companies.
- (u) "Incentive" shall mean a percentage of benefit on the Subscription Fee/ Bouquet Rate which an Affiliate is entitled on strict compliance of the eligibility criteria available under this Agreement.
- (v) "Incentive Scheme" shall have the same meaning as ascribed to it in Clause 14 (d) of the Agreement.
- (w) "Licensed Rights"--shall mean then non-exclusive rights granted to the Affiliate to receive/down link the Channels in order to further distribute the same through its DTH Platform via KU Band and through a system of continuous and uninterrupted distribution of the Channels in the Authorized Language on as is basis only to the Ordinary Subscribers/ Customers in encrypted/ scrambled digital and in Standard/ High definition Format (Format) as received by it from BCCL in DTH mode, while providing the DTH Service (the said systems shall be known as "the Authorized Distribution System"). The Licensed Rights does not allow to distribute the Subscribed channels through any other method such as Analogue mode, Head-ends in the sky, Pay per view, Video on demand, Time shift view, Multi point Microwave distribution system/ multi-channel multi point distribution system, Triple play, Quadruple play, Terrestrial transmission (analogue/digital), Mobile TV or through Cellular mobile networks etc. or any other medium or technology or device. It is agreed that the respective channel

shall be distributed in the same format as subscribed by the Affiliate unless otherwise decided between the parties.

- (x) "Material Breach" shall include but not be limited to any of the following breaches of the terms and conditions of this Agreement –
- i. Non-payment/part payment of the Subscription Fee as per the terms of this Agreement.
 - ii. Distribution of the Channels other than in the mode/Format/manner not specified in Licensed Rights.
 - iii. Transmission/Distribution of the Channels other than in the Authorized Language.
 - iv. Distribution of the Channels outside the Territory.
 - v. Providing untrue Statements/warranties and/or in the event of a statement/warranty of the party is found to be untrue.
 - vi. Non integration between CAS & SMS.
 - vii. Non Compliance with of any term of the Regulation.
 - viii. Change of location of Equipment without consent of BCCL.
 - ix. Any other breach affecting BCCL's business adversely.
 - x. Failure to comply with the Incentive Scheme available in Clause 14(d) and Annexure H to the Agreement.
- (y) "Ordinary Subscriber" means a subscriber who is not a commercial subscriber..
- (z) "Premises" means the place at which the Equipments are to be installed/housed by the Affiliate for using the same in accordance with the provisions of this Agreement; The term Premises may also be referred to as "the Affiliate's Premises" in this agreement for the purpose of convenience.
- (aa) "Piracy" means unauthorized distribution/access of the Channels/ Service of the Affiliate which shall inter- alia include but not limited to - Channels being distributed outside the Territory, distribution of Channels in analogue mode, other than at the address of a Subscriber, to the higher number of subscribers than declared ones, without pairing of STB & VC etc.
- (bb) "Service" means the bouquet of Channels as subscribed by the Affiliate. The term Channel and Service may be inter-changed for the purpose of convenience under this Agreement.
- (cc) "Price": means the price of the Channels/ bouquet as declared by BCCL from time to time.
- (dd) "Set Top Box/ STB" means an instrument/ devise which is connected to or is the interface between the television of the Subscriber and the Licensed Rights DTH Service of the Affiliate which allows him (the Subscriber) to receive and decode the signals of the Channels/Service received from the DTH platform of the Affiliate.
- a) "Subscriber" (plural "Subscribers") . means a person who receives broadcasting services or cable services from a multi system operator or cable operator or direct to home operator or Internet Protocol television service provider or head end in the sky operator at a place indicated by him to the multi system operator or cable operator or direct to home operator or Internet Protocol television service provider or head end in the sky operator, as the case may be, without further transmitting it to any person and includes ordinary subscribers and commercial subscribers, unless specifically excluded. For the purpose of this Agreement, each Set Top Box is accounted as each Subscriber, which is availing the Channels through the Authorized Distribution System;
- (ee) "Subscription Fee/charges" means the fee/amount payable by the Affiliate to BCCL for subscribing the Channels/Service. It is clarified that for the purpose of calculating the Subscription Fee, the Subscriber Numbers for any calendar month would be considered as the Average number of Subscribers subscribing to the Channel(s) on the last day of the previous calendar month in question. It is further clarified and agreed that the Subscriber number shall be determined based upon each Set Top Box installed in each of the residential dwelling unit (including a dwelling unit in an apartment or multi unit complex) and shall be determined based upon each Television Set installed in each of the room/premises of the Commercial Subscriber. However in case any apartment/building/block and/or rooms of any hotel is serviced through a single set top box in such a case the dwelling units/ number of rooms/TV in the hotel will be counted to determine the Subscriber Number.

- (ff) "Subscriber Management System/SMS" means a system or device being integrated with CAS, which stores the Subscriber's records and details with respect to name, address etc. as well as information regarding the hardware being utilized by the Subscriber, channels /bouquets of channels subscribed to by the Subscribers, price of such channels or bouquets of channels as defined in the system, the activation / deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each subscriber and the amounts paid by the subscriber for each billing period and other related information such as all customer relevant information and be responsible for keeping track of placed orders, credit limits, invoicing and payments, as well as the generation of reports & statistics.
- (gg) "Subscriber Report" or "SMS Report" shall mean a monthly report furnished by the Affiliate to BCCL containing the details of the Affiliate's Subscribers of the Channels, specified in detail in Clause 6.5 (b).
- (hh) "Subscriber Premises" means residential premises at which the Subscriber receives the Services from the DTH Platform of the Affiliate.
- (ii) "Term" means the validity period of this Agreement as per clause II (1) of this Agreement.
- (jj) "Territory" shall mean the geographical area as specified in the Agreement within which the Affiliate is authorized to distribute the Services/Channel(s) through its DTH Distribution System to its Subscribers.
- (kk) "Threshold" shall mean the lower limit of the range mentioned in various incentive schemes in Annexure H to this Agreement

II. The Technical and Commercial Terms of the Agreement are as follows :

1. Term:

- (i) Subject to earlier termination as per the terms of this Agreement, the validity period of this Agreement will be for a period, commencing from ___day of, _____ 201_ and ending on ___ day of, _____ 201_ ("Term").
- (ii) Either party, intending to renew the Term of this Agreement, shall give a written notice of its intention for renewal of this agreement to other party; at least two (2) months prior to the expiry of the Term and upon which the parties shall negotiate the commercial and other terms and conditions for the renewed period as mutually decided between the parties
- (iii) The parties shall enter into a new Agreement before the expiry of this Agreement and in case the Affiliate fails to enter into a new Agreement before the expiry of this Agreement, Affiliate shall not be entitled to receive the Channels from the Broadcaster beyond the Term of this Agreement.
- (iv) Provided that in case of failure to enter into a new Agreement, such notice of at least two (2) months for renewal of this Agreement, given by one Party to another, shall also act as a notice for disconnection to the other party, and accordingly, BCCL shall be entitled to disconnect the signals of the Channels in terms of TRAI Regulations

2. Subscription, Distribution and Licensed Rights:

- 2.1. BCCL based on the request from the Affiliate to subscriber Channels, BCCL hereby grants to the Affiliate the non-exclusive Licensed Rights, during the Term of this Agreement, to subscribe the agreed Channel(s)/Service solely for the purpose of distributing the same to its Ordinary Subscribers, in digital mode and in the same manner/Format/mode as received by it from BCCL, through its DTH Platform in the territory of India ("the Territory"). The Licensed Rights so granted is provided to distribute the Channels only through Authorized Distribution System and in the manner provided in this Agreement. Licensed Rights do not include:

- a) Any means of distribution not now in existence or not yet in use in the Territory;
 - b) Any distribution platform other than DTH, including but not limited to, IPTV, HITS, Analogue & Digital-Analogue Hybrid Network.
 - c) All non-linear feeds including but not limited to Pay-Per-View (PPV), Video on Demand (VOD), Near VOD (NVOD), Subscription VOD (SVOD);
 - c) Any form of internet or inter protocol delivery via open access systems;
 - d) Any form of distribution by a personal computer and/or mobile telephony and/or device;
 - e) Catch-up TV, time shift or multiplex rights.
- (i) It is acknowledged and agreed by the Affiliate that the Licensed Rights are granted to the Affiliate on the basis of and in reliance upon the representation, warranties and declaration made by it (the Affiliate) particularly to distribute the Channel in the same mode/Format/manner as received by it from BCCL and is subject to and conditional upon the performance of its obligations and compliance of the provisions of this Agreement by the Affiliate and mere possession of the Equipment shall not entitle the Affiliate to receive and/or distribute the Channel(s).
 - (ii) It is reiterated and acknowledged that the Licensed Rights granted to the Affiliate for subscribing the Channel(s)/Services are only for further distribution in the agreed Territory and Language on continuous basis through the Authorized Distribution System and only to its Ordinary Subscribers whose details have been recorded in SMS and declared to BCCL as per the terms of this Agreement.
 - (iii) The Affiliate undertakes not to distribute the Channel(s)/Services in any other mode/manner/Format except the manner/Format/mode as received by it from BCCL. In addition, the Affiliate further undertakes to distribute the Service/Channel only in agreed Language without changing/dubbing or incorporating any sub-title therein. In case the Affiliate intends :
 - a) To distribute the Channels in any mode/Format/manner other than mode/Format/manner in which it has received the signals/feed of the Channels or to distribute the Channels in any other mode/Format not specified in this Agreement or to distribute the Channels through any mode other than as provided in Licensed Rights or other than Authorized Distribution System;
 - b) to provide the Service/Channel(s) outside the Territory;
 - c) to change the language of the Channel—either by way of dubbing and/or introducing the sub-titles or otherwise;

Affiliate shall take prior authorization from BCCL, in writing, for the same and either amend this Agreement or execute a new agreement in this respect.

- (iv) The Affiliate is authorized to provide the Service/Channels only to those Subscribers having set top box and whose complete details have been recorded/ maintained in the CAS/SMS of the Affiliate and provided to BCCL as per terms of this Agreement.
- (v) The Affiliate is also authorized to provide the Service/Channels to Commercial Subscribers subject to the following conditions:
 - b) A commercial Subscriber can be serviced by the Affiliate only in terms of prevalent TRAI's Tariff Order, 2015 dated 8th September, 2015 Tribunal/ Court orders applicable for Commercial Subscribers serviced using Addressable Systems.
 - c) The Definition of Commercial Subscribers and rights accorded to the Affiliate to re-transmit signals to Commercial Subscribers are without prejudice to the rights and contentions of the Broadcaster and the right to re-transmit signals to Commercial Subscribers would be subject to revision depending upon the orders as may be finally passed in the Writ Petition No. 5161 of 2014, Writ Petition No. 506 of 2016 and Appeal No.4 (C) of 2015 before Hon'ble High Court of Delhi and TDSAT (Telecom

Disputes Settlement & Appellate Tribunal) respectively or legal challenge to TRAI's regulations for Commercial Subscribers serviced using Addressable Systems.

3. **Reservation of Rights**

3.1 It is agreed that BCCL/respective Broadcaster shall and has the sole and exclusive right to:

- a) Commence or continue to provide any Channel directly or indirectly to the Subscribers of any other person/ Operator through any platform (including Cable, DTH, IPTV etc.) at its sole discretion.
- b) Discontinue, withdraw/replace any Channel at its discretion without any obligation to the Affiliate or any other person including the Subscribers.
- c) Appoint any other Affiliate in the Territory;

3.2 It is further agreed that BCCL and/ or the broadcasters of the Channels have the sole and exclusive right/privilege/discretion to determine the program, advertisements, messages and content etc to be broadcast/shown on the Channels and also reserves the rights to change or withdraw the same at any time without any prior notice to the Affiliate. BCCL and/ or the broadcasters of the Channels also reserves the right to form a new/separate bouquet of channel(s) at any time, subject to applicable law, rules, regulations or government order.

All rights/authorization not specifically granted to the Affiliate in this Agreement shall remain with BCCL.

4. **Reception and Distribution:**

- i. The Affiliate shall at its own expense & cost, download and receive the signals of the Channel(s)/Service only from the designated satellites and distribute the same in the same mode/Format (as received by the Affiliate from BCCL) using the Equipment provided or approved by BCCL.
- ii. The Licensed Rights granted to the Affiliate for subscribing the Channel(s)/Service solely for the purpose of further distribution in the Territory to its declared Subscribers in the mode/Format (as received by the Affiliate from BCCL) through the agreed Authorized Distribution System and in the mode/Format/manner as specified by BCCL.
- iii. The Affiliate shall re-encrypt the signals of the Channel(s) as per the technical parameters mutually decided by the parties, so that the quality, Format (HD/SD format) and continuity of the Channel(s) should be maintained. The Channel(s) shall be delivered by the Affiliate to the Subscribers only in a secured encrypted manner and without any alteration or disruption.
- iv. The Affiliate shall ensure reception and continuous and uninterrupted distribution of the Channel(s)/Service on a separate, dedicated network for reception by its Subscribers in the same Format/manner and in the Agreed Language by using the Subscribers' Equipment from the DTH Platform of the Affiliate.
- v. The Affiliate also agrees to maintain a high quality of signal transmission for the subscribed Channel(s)/Service to its Subscribers in the same Format as provided to the Affiliate without any disturbances, disruptions/interruptions or black out. The Affiliate further agrees and undertakes that it shall distribute and ensure continuous distribution of the Channel(s)/Service in its entirety, in the same manner as it is received by it from BCCL without any modification, editing, interruption, delay, alteration including any scrolling, imposing or superimposing of advertisements/message/content/graphics/ music/picture, squeezing or re-sizing etc. or otherwise tampering with the telecast/content, editing, voice

over etc., interference, de-modulation, disruption and/or blacking it out in any manner whatsoever.

- vi. Unless otherwise agreed in this Agreement the signals of the Channels shall be provided in the same manner, Format and mode as provided to the Affiliate and as specified in the Agreement. The Affiliate shall ensure that the Service should be provided to the Subscribers in a secured encrypted manner and in the same quality/Format as received from BCCL. In addition, the Affiliate shall ensure all the applicable terms and conditions of this Agreement will be binding upon and complied with by its Subscribers.
- vii. The Affiliate declares and agrees that it shall :
 - a) Receive and decrypt/de-code the signals of the Channel(s) only through Equipment supplied/approved by BCCL, details of which are mentioned in Annexure C.
 - b) decode, turn-around and encrypt the Channel(s) (without deletion or alteration of, or interference with, the content of any of the Channel(s) and/or without changing the Format unless otherwise provided in this Agreement) in a mode acceptable to BCCL, so that the quality, standard and continuity of the Channel(s) are maintained by the Affiliate.
 - c) uplink the signals of the Channel(s) through its DTH platform and provide the same for reception only by the authorized Subscribers through Subscriber Equipment (as per their request and in accordance with the terms and conditions of this Agreement).
 - d) ensure that the services of the Channels shall be available to the Affiliate's Subscribers on a continuous and uninterrupted basis as per the terms of this Agreement.
 - e) further ensure that the set top boxes provided to its Subscribers should meet the specifications prescribed by BIS; and upon request of BCCL, the Affiliate shall issue a compliance certificate in this respect signed by CFO or head of that department which should be sent to BCCL.
 - f) record the details of all its Subscribers in the CAS and SMS along with the date of activation and deactivation of their Services.

5. Distribution, Marketing & Promotion Obligations:

- (i) The Affiliate undertakes to the Broadcaster, that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Affiliate with respect to other channels of similar genre while including the channels in any of its Package.
- (ii) The Affiliate shall package the Subscribed Channel(s) as per Applicable Law. Once a Subscribed Channel has been included in a Package, the said Subscribed Channel shall not be selectively switched off or taken off air by the Affiliate unless all other channels comprised in the package have been switched off or taken off air. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement whereby the said Subscribed Channel(s) is taken off air or switched off.
- (iii) BCCL also grants to the Affiliate the non-exclusive right to use the Marks of BCCL for the marketing and promotional purpose of the Channels, and the Affiliate shall take a written approval before finally using it with other marks. The Affiliate shall market and promote the Channels and content thereof in a non-discriminating manner which shall be materially similar to the manner in which other channels of the same genre(s) are being marketed/promoted by

the Affiliate. The Affiliate agrees and undertakes to ensure that the size and prominence of the name and logos of the Channels on all its advertising and marketing/promotional material/campaigns etc. shall be similar to that of any other channel being distributed by the Affiliate. The Affiliate shall co-operate in all respects with BCCL with respect to any market research being/to be conducted by BCCL.

6. Territory:

- (i) The Affiliate is entitled and hereby undertakes to distribute the Channel(s) only in the Territory as specified in Annexure-B of the Agreement. It is agreed that in case the Affiliate intends to distribute the Service beyond the Territory, it shall seek prior authorization from BCCL and execute a separate Agreement for the same on the terms and condition mutually agreed between the parties. Any distribution of the subscribed Channel(s) in the non-agreed areas of the Territory without prior authorization from BCCL will be deemed un-authorized distribution and will also constitute a material breach and Piracy.

7. Subscriber base :

- (i) The Affiliate shall distribute the Service only to those Subscribers whose details have been recorded in its CAS/ SMS.
- (ii) As and when requested by BCCL, the Affiliate is required to intimate the true and exact details and number of Subscribers (who have subscribed the Channels/Service) to BCCL as per the terms of this Agreement. The number of Subscribers to be provided shall inter alia include the opening, closing and Average number of subscribers and details thereof who have subscribed for the Channels/Service (during the previous month) in a-la-carte or in bouquet through its DTH platform along with any other details as required by BCCL from time to time. It is further agreed that the Affiliate shall maintain and provide separate records/reports to BCCL for the Ordinary Subscribers and the Commercial Subscribers. The subscriber base of Commercial Subscriber would be calculated on the basis of number of rooms/TVs of such Commercial Subscriber.
- (iii) The Affiliate agrees and undertakes to declare the true subscriber base to BCCL and send an updated list thereof as per the terms and conditions of this Agreement. In case after verification, BCCL arrives at the opinion that the Affiliate has been distributing the Services in any area other than authorized Territory; BCCL may, upon notice to the Affiliate, either deactivate the service/terminate the Agreement or increase the Subscription Fee to be paid by the Affiliate without prejudice to any other rights available to it and the Affiliate agrees to pay the increased Subscription Fee in accordance with the provisions hereof, without raising any dispute in this regard.

8. Subscriber Report or SMS Report:

- (i) Within 7 (seven) calendar days of end of each month, Affiliate shall provide the Subscriber Reports to BCCL in accordance with Annexure C(i) for the Ordinary Subscribers and in accordance with Annexure C(ii) for Commercial Subscribers. The Subscriber Report shall be system generated only through SMS and CAS and the same should be in a pre-defined read only format such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each Channel and each Subscriber Package in which a Channel is included) and the Subscription Fee payable to BCCL in respect of each Channel. The Subscriber Reports shall be signed and attested by an officer of the Affiliate of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct. Additionally, any difference between the SMS and CAS reports shall have to be reconciled to the satisfaction of BCCL. Such provisioning of Subscriber Report shall constitute material obligation on the part of Affiliate.

- (ii) For the purpose of computing opening and closing subscriber base – Affiliate shall allocate a unique identification number/code to such STBs receiving one or more of the Channels so that subscriber counts can be generated on the basis of such unique identification numbers. Such codes shall be shared by Affiliate with BCCL within a period of 7 (seven) days from the end of each month.
- (iii) The Affiliate is required to intimate the true and exact details and number of Subscribers (who have subscribed the Channels/Service) to BCCL as per in the format attached herewith as Annexure C(i) and (ii). The number of Subscribers to be provided shall inter alia includes the opening, closing and Average number of subscribers and details thereof who have subscribed for the Channels/Service (during the previous month) in a-la-carte or in bouquet through its DTH platform along with any other details as required by BCCL from time to time.
- (iv) It is further agreed that the Affiliate shall maintain and provide separate records/reports to BCCL for the Ordinary Subscribers and the Commercial Subscribers. The subscriber base of Commercial Subscribers would be calculated on the basis of number of rooms/TVs of such Commercial Subscriber.
- (v) The Affiliate agrees and undertakes to declare the true subscriber base to BCCL and send an updated list thereof as per the terms and conditions of this Agreement. In case after verification BCCL arrives at the opinion that the Affiliate has been distributing the Services in any area other than authorized Territory; BCCL may, upon notice to the Affiliate, either deactivate the service/terminate the Agreement or increase the Subscription Fees to be paid by the Affiliate without prejudice to any other rights available to it and the Affiliate agrees to pay the increased Subscription Fees in accordance with the provisions hereof, without raising any dispute in this regard.

10. The Equipments: The Affiliate will be entitled to obtain the Equipment from BCCL provided all the terms for subscribing the Channels have been agreed to and complied with by the Affiliate and the Inter connect Agreement has been executed by it. The details of IRDs and Viewing cards (VCs) issued to the Affiliate are mentioned in Annexure C.

- (i) The Affiliate shall at its own cost, collect the Equipment from the designated address of BCCL, which shall be returned on expiry/termination of this Agreement at the designated address of BCCL at its (the Affiliate's) own cost in the same condition subject to normal wear and tear. It is further agreed and reiterated that the Affiliate shall be entitled to retain the Equipment subject to compliance of the terms and conditions of the Agreement.
- (ii) The Equipment, so provided to the Affiliate, is and shall remain the property of BCCL and except as otherwise provided in this Agreement, no right, title or interest in the Equipment shall pass to the Affiliate by virtue of this Agreement.
- (iii) The Affiliate agrees not to tamper, alienate or part with possession of the Equipment or pledge and/or create charge upon them to and/or in favour of any third party or move the Equipment to any other place than the Premises without the prior written approval of BCCL.
- (iv) The Affiliate shall use and maintain the Equipment in accordance with the instructions of BCCL/manufacture and will keep the Equipment in good repair/running condition and working order and have them insured at its own costs. The Affiliate assumes the risk of damage to the Equipments on collection and will indemnify to BCCL in case of loss or damage to the same. BCCL may replace the Equipment only in case of mal-functioning, provided the Affiliate has used the same as per the instruction of BCCL/manufacture, however if it is found that the Affiliate has not used the Equipment as per the instruction of

manufacturer/BCCL, the Affiliate shall be liable to pay the cost of the same. It is further agreed that BCCL shall not be liable to the Affiliate for any direct, indirect, special or consequential loss/damages arising out of or by using/non-functioning of the said Equipment.

- (v) BCCL shall have no liability/obligation (direct or indirect) whatsoever under this Agreement, towards the Affiliate or any other person including the Subscribers, arising from and in respect to:
 - a) Any defect in the equipment attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the BCCL/manufacture's instructions, or any use of the equipment with any apparatus or equipment not authorized/approved by BCCL; or any defect or damage in Equipment;
 - b) Any action or failure to act or default on the part of any equipment distributor or installer.
 - c) Any indirect or consequential loss resulting or any other default on the part of BCCL or any of its officers, employees, suppliers, distributors or agents or any vendor of Equipment.
- (vi) BCCL shall be entitled to charge the rental fee and/or the security deposit for the equipment. Subject to terms and conditions of the Agreement, the security deposit shall be returned to the Affiliate, without any interest, on receiving back the Equipment from the Affiliate, at the time of expiry/termination, in the same working conditions except normal wear and tear.
- (vii) It is further agreed that in case the Affiliate fails to return the equipment as per the terms of the Agreement, it shall be liable to pay the same Subscription fee, in addition to any other penalty/damages to BCCL until the equipment are returned by the Affiliate to BCCL.

11. Technical & Security measurement Obligations:

- (i) The Affiliate declares and agrees that it shall follow the technical conditions as Specified in Annexure D with respect to reception and distribution of the Channels.
- (ii) Besides the technical conditions as Specified in Annexure D, the Affiliate declares and agrees that it shall follow the below mentioned specifications and conditions for distribution of the Channels:
 - a) The Affiliate will maintain at its own expense a subscriber management system ("SMS") and Conditional Access System (CAS) which shall meet all the requirements as specified in Inter Connect Regulation including Schedule IV of the Inter connect Regulations dated 17th March, 2009 issued by TRAI and Schedule I & II of the Inter Connect Regulation dated 30th April, 2012 issued by TRAI.
 - b) It (the Affiliate) shall install the highly secured and BIS Compliant CAS & SMS, which are linked and integrated, so as to generate true reports with respect to subscribers, subscription, activation/deactivation and re-activation through such SMS.
 - c) Both the CAS and SMS software must be from a reputed company in the business of protecting content for at least last 5 (five) years and must currently be successfully protecting at least Ten millions pay TV subscribers worldwide.
 - d) The Affiliates operating system should be able to handle and record individual channels, packages, tiers, discounts, free offers, promotional offers; activation/deactivation history with respect to each addressable device (IRD/VC)

and each channel/service for every activation and deactivation in the system for a minimum period of 1 year.

- e) SMS of the Affiliate shall/must maintain/record a detailed database of the Subscribers which shall inter-alia include the name, address and the channels/tier/package(s) opted by the Subscribers, basic features of the contracts executed with the Subscribers such as date of contract, details of customer's equipment, method of billing, payments and outstanding by the Subscribers etc. & administration of such features as per industry standards, handling complaints of the Subscribers.
 - f) The viewing card and the Set Top Box should be paired in such a way that without any of these individual components or changing any one of those should not enable the services. This combination should support fingerprinting and for any reason if the fingerprinting is not available on change of any of these components then the broadcaster has right to discontinue the services.
 - g) The Affiliate shall make available the channel wise history of all the authorizations/de- authorizations of all the CEs as and when required by BCCL.
 - h) The CAS of the Affiliate must have a log of all the actions performed on the CE at least for the past one year which shall inter-alia include activation/deactivation, FP triggers etc;
- (iii) The Affiliate warrants and undertakes that the Channels/Services shall be provided to the Subscribers only through CAS/SMS and the details whereof shall be recorded along with authorization, billing and accounting through the said system and such system must have the features of finger printing (FP) and On Screen Display (OSD) to be shown on various location, frequencies and duration as advised by BCCL from time to time.
- (iv) The Affiliate shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by BCCL.
- (v) The Affiliate shall install the process for Finger Printing, which should not be removable, whereby code words/numbers etc. are made to overtly appear on the screen of a television and/or covertly in the signal of the Channel that enables identification of the Viewing Cards being used to access the signal. With respect to Finger Printing the Affiliate shall ensure that:-
- i. Both CAS and STB should support both overt and covert fingerprinting. The background of OSD should be in different colours which includes no colour (blank) and fonts as advised by BCCL. In addition the co-ordinates of the finger printing should be in shifting mode and of multi-positioning; i.e. the place of display of finger printing should be kept on changing from time to time as advised by BCCL. The Overt FPs should be clearly visible, continuous and the frequency of display should be controllable as and when required as advised by BCCL. Display of FPs with varying length of time can be scheduled at different intervals as advised by BCCL.
 - ii. The Finger Printing should be possible at any location and different location setting should be possible for different groups of STBs. In addition the Finger Printing should be displayed/defined by x - y coordinates on the TV screen and

be capable of being displayed for varying length of time which can be scheduled at different intervals.

- iii. Subscriber Equipment should support both visible & invisible Finger Printing as well as OSD messaging.
- iv. The Affiliate shall not resort to and/or use any method, technology, software now known or hereinafter devised to subvert the Addressable System to the detriment of the interests of BCCL.
- v. Both CAS and SMS should be able to handle individual Channel/package of the Channels, discounts and promotional offer etc. and shall record/maintain all the details of the Subscriber/Service and its activation/deactivation records in truthful manner.
- vi. To have strict security measures against piracy of the viewing / smart card.
- (vi) In case the CAS/SMS of the Affiliate is found/ informed to be hacked/defective, the Affiliate shall change or upgrade its CAS/ SMS at the earliest. The Affiliate agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of BCCL and shall also extend all co-operation to BCCL as may be required by it (BCCL) for taking necessary action against such infringement.
- (vii) The Affiliate undertakes that all the Subscriber's Equipment (STB & VC etc) are sold/installed together as a pack and only at Subscriber Premises after due verification of the same and the installation of the Equipment would be done by the Affiliate or its authorized agents.
- (viii) The Affiliate warrants and undertakes to comply with the 'Digital Addressable cable TV Systems Requirements' as stated in Schedule IV of The Telecommunication (Broadcasting And Cable Services) Interconnection (Fifth Amendment) Regulations, 2009 and Schedule I of the Telecommunication (Broadcasting And Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012 dated 30th April, 2012.
- (ix) In case the security of CAS/SMS is breached, or if the Services are viewed through without FP or OSD, BCCL reserves the right to discontinue its services as per the terms of this Agreement without prejudice to any other rights.
- (x) EPG: The parties agree to the Logical Channel Numbers for each of the Channel from time to time and the Affiliate agrees not to disadvantage any of the Channels or otherwise treat the Channel less favorably with respect to the competing channels and the LCN of the Channels shall not be changed without approval of BCCL. In case the Affiliate distributes the copy of EPG to its Subscribers a copy of such would be sent to BCCL also. It is agreed that the Affiliate shall ensure that the LCN for each of the Channel shall remain within the LCNs genre of that particular channel as registered, for e.g. the Times Now Channel should be allotted an LCN within the range allotted to the English News Channels genre.
- (xi) The Affiliate acknowledges and undertakes that Movies Now HD, MN+, MNX HD, Times Now HD and Romedy Now HD are High Definition formatted channels and it shall maintain the HD format of these channels. The Affiliate agrees to comply with the Technical Aspects of the Channels as provided in Annexure D to this agreement in addition to other HD format requirement and the advise of BCCL from time to time in this respect. However the Affiliate is authorized to down-convert the said channel and distribute the same in Standard Definition (SD) mode with specific written consent of BCCL.

12. Records & Report:

- (i) The Affiliate shall be required to keep proper and up-to-date records relating to the Channel(s)/Service of BCCL and the true and exact details and number of Subscribers (who have subscribed the Channels/Service) (which shall inter-alia include name & address of its Subscribers, billing & payment of the Channel(s), subscription of channels on a-la-carte and

bouquet basis, Consumer Equipment Number, date of commencement, deactivation/re-activation of the Service and other relevant details). The Affiliate shall maintain proper and up-to-date separate records of the Commercial Subscribers other than Ordinary Subscribers/Households; (hereinafter collectively called “the Records”).

- (ii) The Affiliate shall provide such records and information (including the complete and accurate opening and closing subscriber monthly reports for the Channels and the tier and/or package containing the Channels and a location-wise record with respect to its Subscribers) and an updated copy of the Records to BCCL in accordance with the format/medium as may be specified by it (BCCL) within Seven days after expiry of every month and/or within Seven days of the requisition received by BCCL from time to time,
- (iii) Such records must specify all the information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each Channel and each package in which the Channel is included). The Affiliate shall make available the Records and other papers/documents/details relating to the Channels/Service for inspection and/or Audit to the authorized representative(s) of BCCL as per the terms of this Agreement.
- (iv) In addition, the Affiliate shall also be liable to provide to BCCL, as and when demanded in exceptional circumstances, a list of Subscribers pertaining to any location along with the names and addresses of the subscribers within the Area to which it is providing the Channel services including each dwelling for purposes of verification.
- (v) The reports should be generated by SMS and should be in conformity with CAS and in a pre-defined read only format such as a suitable PDF format (password protected), which cannot be edited.
- (vi) The said Record shall be signed and attested by the senior officials of the Affiliate of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct. In addition, if required by BCCL the said record shall be certified by the CAS provider of the Affiliate in exceptional circumstances after every quarter.

13. Inspection & Audit:

- (i) During the Term and within one year of completion of the Term, BCCL reserves the right not more than twice in a calendar year to review, inspect, verify/audit the Reports, Records, SMS/CAS and/or other related systems, books and records of the Affiliate through its representative and/or through an outside agency, after giving 48 hours’ notice to the Affiliate. The scope of the Audit shall be as described in Annexure E.
- (ii) The Affiliate shall allow the authorized representatives of BCCL to have access to such papers and Records and /or to take copies of them as required by BCCL from in order to conduct such audit/inspection and shall fully co-operate with and assist the audit team of BCCL as they may reasonably require in order to carry out any audit. The Affiliate shall make all the Records and other papers/documents/details relating to the Service available for inspection and Audit to the authorized representative(s) of BCCL.
- (iii) BCCL is also entitled to conduct a technical audit (not more than twice in a calendar year), either by its representatives and/or by an expert outside agency, in order to ensure the compliance of the security/anti piracy requirements by the Affiliate which inter alia includes prevention of theft, piracy, unauthorized retransmissions including distribution in unauthorized language, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as “Piracy”). In case any deficiency is revealed in such technical audit report or if the results of any Technical Audit are not found to be satisfactory by BCCL, the Affiliate shall work with BCCL in resolving this issue in the next fourteen (14) business days and (the Affiliate) shall remove such deficiency in the time

specified by BCCL to it. However, if no solution is reached between the parties or the Affiliate does not take any step to the satisfaction of BCCL, BCCL shall be entitled, in its sole discretion, to suspend the Services of the Affiliate or its right to distribute the Channels or take other actions as provided under the Agreement, without prejudice to any other rights available to it until such systems, procedures and security measures have been corrected to BCCL's satisfaction and till the security measures/procedures are set in place by the Affiliate. The Affiliate 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 Affiliate to BCCL's satisfaction.

14. **Subscription Fee and other charges/payment:**

- a) **Subscription Fee:** In consideration of subscribing the Channels/Service (in bouquet or in a-la-carte mode), the Affiliate agrees to pay to BCCL the monthly Subscription Fee which shall be calculated/determined on the basis of Subscriber Report, as under:
- i. **In case the Affiliate avails the Bouquet of BCCL and also provides/distributes the Bouquet(s) as a whole to its Subscribers :** the Monthly License Fee for such Bouquet shall be equal to the Bouquet rate as set out in Annexure A multiplied by the monthly average number of subscribers availing the Bouquet(s). However if the Affiliate does not offer such opted bouquet(s) as a whole to its Subscriber but offers only certain channels comprised in such bouquet or packages; the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to BCCL for such entire opted bouquet by the Affiliate, shall be calculated on the basis of Subscriber Base for the channel which has highest Subscriber Base amongst the channels comprised in the bouquet.
 - ii. **In case the Affiliate avails one or more or all Channels on a-la- carte rate basis and:**
 - a. Provides/distributes the Channels on a-la-carte basis to its subscribers, the Monthly License Fee for such a-la-carte Channels shall be equal to the a-la-carte rate as set out in Annexure A multiplied by the monthly average number of subscribers availing the Channels on a-la-carte basis.
 - b. However if the Affiliate does not offer such opted a-la-carte channel(s) as a-la-carte to its Subscriber but offers the a-la-carte channel(s) in packages, then the payment to BCCL for each of the a-la-carte channels, shall be calculated on the basis of Subscriber Base of the package in which such opted a-la-carte channel has been placed.
- b) In case the Affiliate avails one or more channels on a-la-carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on a-la-carte basis of BCCL: in such situation (a) For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause i. above and (b) For a-la-carte channels, the monthly license fee shall be calculated on the basis of sub clause ii. above.
- c) In case the Affiliate has opted for more than one Bouquet and such Bouquet has one or more channel(s) in common, and the Affiliate has opted to avail the incentives in respect of each of the bouquets, then the Incentives on the same shall be computed on individual basis for each of the bouquets as per Clause 14 (a) & (b) of the Agreement and the Incentive Scheme mentioned in Annexure H attached to the Agreement.
- d) **Incentive Scheme:** The Affiliate can avail the different incentives on the Subscription fee/Charges payable by it for channels / bouquet as detailed out in Annexure H to this Agreement selected by the Affiliate.
- e)
- f) **Eligibility Criteria:** An Affiliate becomes eligible for availing the Incentive Scheme in the event:-

- i. if the Affiliate has opted for distributing the channels on a-la-carte basis then the 'Incentive Schemes For A-La-Carte' under Annexure H may be availed. However, if the Affiliate distributes the SD Bouquet of the Broadcaster then 'Incentives on SD Bouquet and HD Channels' under Annexure –H may be availed. Further, Incentive Scheme on HD channels is available only if the Affiliate distributes the SD Bouquet of the Broadcaster;
- ii. The Affiliate shall not place any Channel in a disadvantageous position or otherwise treat any of the Channels less favourably or in a discriminatory manner with respect to competing channels in the same genre.
- iii. The DTH shall ensure that during the Term, the Channels comprising in the a-la-carte or Bouquet opted by the DTH will be made available and carried throughout the Territory on its Platform to its existing Subscribers, as well as to its new subscribers in entirety and continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement.
- iv. The Affiliate shall, subject to compliance with each of the Eligibility Criteria set out in Clause 14(e) of the Agreement, be eligible to avail the Incentives on the a-la-carte/ Bouquet Rate of the Channels of the Broadcaster strictly in the manner, sequence and conditions set forth hereunder.
- v. The Affiliate shall remain bound with the obligations arising out of the Incentive Schemes and as opted for by the Affiliate, for the entire term of the Agreement. In the event any obligations/eligibility criteria are not fulfilled by the Affiliate during any period in a particular month, the Affiliate shall not be entitled to the particular incentive for that month.
 - a) **Genre Parity based incentive:** The Affiliate shall become eligible to incentive on the basis of the placement and packaging of the Channels of the Broadcaster at par with the competing channels of the same genre of other broadcasters in the platform's EPG and Packages (both Base and Add On/Top up) being offered to subscribers, in the manner as set out under Point 1) of 'Incentives on A-la-Carte' and 'Incentives on SD Bouquet and HD Channels' in the Annexure H attached to the Agreement.
 - b) **Count of Channel Incentive:** The Affiliate shall also become eligible to Incentive based on the number of channels carried on its network by the Affiliate. The scheme that becomes available to the Affiliate on the basis of the number of channels carried by the Affiliate, is given in Point 2) of 'Incentives on A-la-Carte' and 'Incentives on SD Bouquet and HD Channels' the in Annexure H attached to the Agreement. As a pre condition, the Affiliate shall become entitled to incentive based on the number of channels carried on its platform, only if the channels are placed in accordance with the Point 4) (ii) of the Incentive Schemes in Annexure H attached to the Agreement.
 - c) **Volume Based Incentive:** The "volume based incentive" shall mean the incentive provided to the Affiliate based upon the monthly average active pay subscriber base of the Affiliate, in accordance with the terms as set out in point 3) of 'Incentives on A-la-Carte' and 'Incentives on SD Bouquet and HD Channels' in Annexure H attached to the Agreement.
 - d) **LCN Based Incentive:** The Affiliate can further avail "LCN based incentive" by selecting one of the options set out in point 4) (i) of 'Incentives on A-la-Carte' and 'Incentives on SD Bouquet and HD Channels' in Annexure H attached to the Agreement and placing each of the Channels of the Bouquet in the Logical Channel Number ("LCN") position in accordance with the point 4) (ii) of 'Incentives on A-la-Carte' and 'Incentives on SD Bouquet and HD Channels' in Annexure H of the Agreement. As a pre-condition to avail "LCN based incentive", the Affiliate shall ensure that the Threshold number of

Channels shall at all times during the Term of the Agreement be made available on the LCNs specified in the option selected by the Affiliate in point 4) (ii) of 'Incentives on A-la-Carte' and 'Incentives on SD Bouquet and HD Channels' in Annexure H attached to the Agreement.

- e) **Penetration Based Incentive:** The "penetration based incentive" under 'Incentives on SD Bouquet and HD Channels' in Annexure H shall mean the incentive provided to the Affiliate in order to ensure that each Channel of Broadcaster forming part of the Bouquet is made available to threshold limit % of the monthly average active Pay Subscriber Base for the entire term of the Agreement as per the option selected by the Affiliate. As a pre-condition to be eligible for availing the "penetration based incentive" under 'Incentives on SD Bouquet and HD Channels' in Annexure H, the Affiliate shall ensure that the minimum four channels of the Broadcaster shall at all times during the Term of the Agreement be made available individually to the threshold limit % of the monthly average active Pay Subscriber Base of the Affiliate.

The "penetration based incentive" under 'Incentives on A-la-carte' in Annexure H shall mean the incentive provided to the Affiliate in order to ensure that Channel of Broadcaster is made available to threshold limit % of the monthly average active Pay Subscriber Base for the entire term of the Agreement as per the option selected by the Affiliate

- g) The Subscription Fee shall be calculated only after taking into consideration the Incentive Schemes as opted and qualified for by the Affiliate.
- h) **Other Payment terms:** The Subscription fee/Charges shall be paid by the Affiliate monthly in arrears, without any deduction, in the following manner:
- i. The Affiliate shall send the Subscriber report (for the previous month) to BCCL which shall inter-alia include the opening, closing and average number of subscribers for that month, on or before 7th day of every succeeding calendar month.
 - ii. Within 7 days of receipt of such report BCCL shall raise the invoice on the Affiliate on the basis of the said report. In case the Affiliate fails to send the report within the said period of seven days, BCCL shall have the right to raise an invoice on the basis of subscription report that was last made available to BCCL by the Affiliate; and the Affiliate shall be under obligation to pay the license fee on the basis of such invoice in accordance with the terms of this clause.
 - iii. The Affiliate shall make the payment within 15 days of receipt of such invoice. If however no invoice is received by the Affiliate within 15 days of sending the subscriber report, the Affiliate shall make the payment within 15 days after sending Subscriber Reports to BCCL.
 - iv. BCCL reserves its right to revise the aforementioned Subscription fee/Price of the Channels in accordance with the applicable statutes pursuant to any new regulations/orders notified by the TRAI/MIB or any other quasi-judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority without any further intimation or action by either party and/or the pricing policy of the Company from time to time. Upon such revision, the Affiliate agrees to pay the revised Subscription Fee with immediate effect without raising any dispute. It is further agreed that in case the Affiliate has paid any fees in advance, the differential amount of the subscription fees, from the effective day of such revision will be paid by the Affiliate on a pro rata basis within a period of seven days from the receipt of the notice of revised fee from BCCL.
 - v. It is expressly agreed between the Parties that the Affiliate shall be liable to pay the Subscription Fee irrespective of the fact whether the Affiliate is able to collect the same from its Subscribers or not.

- vi. The Affiliate acknowledges and agrees that total Subscription fee shall be determined on the basis of the Price of the Channel Rate multiplied by number of Subscribers declared by the Affiliate to BCCL. The Affiliate undertakes to abide by the terms of Annexure A and further undertakes that it shall declare the true Subscriber base to BCCL on monthly basis as per the terms of this Agreement. In case it is found that the subscriber base was wrongly/shortly declared by the Affiliate, the subscription fee will be charged on the basis of increased Subscriber base retrospectively.
- vii. The Affiliate shall also pay an interest free refundable security deposit of Rs. ___/- (Rupees _____ Only) against compliance of the terms of the Agreement particularly to secure the payment of Subscription fee and an interest free refundable security deposit of Rs. ___/- (Rupees Only) against the Equipment provided to the Affiliate, which shall be adjusted against unpaid subscription fee or refunded to the Affiliate (without any interest) at the time of expiry/termination of the Agreement after adjusting the due amount payable by the Affiliate.
- viii. In addition, the Affiliate shall be liable to bear and pay all the (present and future) taxes & duties (including Service Tax) and any other payments statutorily required to be made by the Affiliate with respect to subscription and distribution of the Channels/Service. In case BCCL is required to make any such payment on behalf of the Affiliate, the Affiliate shall reimburse the same to BCCL within seven days of demand made by BCCL along with the copy of payment of the said dues, without raising any dispute.
- ix. All payments shall be paid net of all taxes and charges or levies and any bank transfer or similar fees or charges and the liability of all taxes & duties including the Service tax or statutory charges shall be solely of the Affiliate. All the dues as mentioned in the Agreement shall be paid by the Affiliate without any deduction or set-off, by way of a DD/pay order. Cheque payable at par which shall be drawn in favour of "**Bennett, Coleman & Company Limited**". However it clarified and agreed that all the above payments shall be free of and not be reduced by any tax, levy or charges except for Tax Deduction at Source as per Indian Income Tax Act, 1961. The Affiliate shall issue the TDS certificate for such deducted tax within the statutory time provided for furnishing it under the Income Tax Act, 1961 and amendments thereof from time to time. TGBCL shall be entitled to collect the Subscription Fee/Charges from the Affiliate and all dues/payments payable in terms of this Agreement shall be paid by the Affiliate by way of a DD/pay order/cheque (payable at par) in favour of "**Bennett, Coleman & Company Limited**".
- ii. In case any of the above payment is not paid by the Affiliate on or before the due date, BCCL shall be entitled to charge the interest at the rate of 24% p.a. from the due date till the said amount is paid, which shall be without prejudice to other rights available to BCCL which inter-alia includes de-activation of the Service and /or terminate the Agreement in accordance with the provisions of law.
- iii. It is agreed between the parties that the receipt of money by BCCL shall not prevent BCCL from questioning the correctness of any statement submitted by the Affiliate.

15. **Intellectual Property Rights:**

- (i) The Affiliate acknowledges and agrees that BCCL and/or Channel owners is/are and shall remain the sole & exclusive owner(s) of the Channel(s) and contents thereof and all rights including Intellectual Property Rights vested therein shall be the sole and exclusive property of BCCL.
- (ii) The Affiliate shall use the signals only for distributing the same to its Subscribers and shall neither record, duplicate, transmit by any means or otherwise use the Channels or any part thereof nor allow any person to do so.
- (iii) The Affiliate undertakes that it shall distribute and ensure continuous distribution of the Service in

the designated Territory and agreed Language only in its entirety and in the same manner as it is received by it from BCCL without any disturbances, disruptions/interruptions, editing, modification, including any scrolling, imposing or superimposing of advertisements, incorporating sub-titles or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation. The Affiliate shall make the signals available to its Subscribers without any disturbance, disruption and/or blacking it out and shall also ensure that the signals of the Channel(s) shall be available to the Subscribers in continuity without any disturbance, disruption and/or blacking it out in any manner whatsoever.

(iv) The Affiliate further undertakes to abide by the provisions of the Copyright Act, 1957 (as amended from time to time) and rules thereunder and further undertakes not to do any act which violates the rights of BCCL provided under the Agreement.

(v) The Affiliate agrees that it has not and shall not :

- i. acquire any proprietary rights in any of the contents of the Channels and/or logo, trade mark/name thereof by reason of this Agreement or by reason of performance pursuant to this Agreement;
- ii. acquire any ownership or other rights with respect to the Subscribed Channel(s) or in any of the contents of the Channels and/or logo, trade mark/name thereof except as expressly granted in this Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights pertaining to the Subscribed channels as granted in this Agreement;
- iii. acquire any proprietary or other rights in the trade names/marks and logo to which BCCL and/or Channel Owners assert proprietary or other rights, which BCCL may inform the Affiliate from time to time in writing and agrees not to use the same in any corporate or trade name;
- iv. apply for registration of the Trade Name as a trade mark and not to interfere with in any manner with respect to registration by BCCL nor attempt to prohibit the use or registration of the Trade Name or any similar name or designation by BCCL;
- v. use any name or mark , logo similar to or capable of being confused with the trade Name or the mark/logo of the Channel and/or BCCL/Channel owners;
- vi. remove any name or mark including fingerprinting from the Services;
- vii. cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so;
- viii. refrain from distribution of the Channel(s) and shall distribute the same without any disruption, interruption and blacking out
- ix. change or use the language of the Channel(s) other than the authorized one.
- x. In case the Channels are not distributed as per the terms of this clause, BCCL shall be entitled to terminate this Agreement and recover damages from the Affiliate without prejudice to any other rights available to it.
- xi.
- xii. The Affiliate may place its logo/FP on the Channels provided it shall not hide/mask the logo/FP of BCCL/Channel Owners and its placement shall be determined in consultation with BCCL to ensure the same.
- xiii.
- xiv. The Affiliate shall not push any content (except its Finger Printing) on to the Set Top Boxes, and there shall not be any automatic advertisement skip function and the Affiliate shall not create a virtual VOD or other on demand service with respect to the Channels.

16. **Anti-Piracy Obligations & Measures:**

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the Affiliate shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified ("security specifications"), in a non- discriminatory manner in

writing, from time to time, by BCCL. In addition, the Affiliate shall ensure to employ, maintain and enforce a security system which shall inter-alia include the fully effective conditional access delivery and content protection and security system in order to prevent theft, piracy, unauthorized distribution/retransmission, copying or duplication of the Channel(s) or any party thereof.

- (ii) The Affiliate represents and warrants that it has the adequate system, processes and controls in place regarding distribution of Set Top Boxes and preventing Piracy and shall take all the necessary legal/technical and administrative steps/actions to prevent the piracy and unauthorized access of the Channel(s)/Service.
- (iii) The Affiliate undertakes to notify to BCCL of any suspected and/or actual infringement of the Intellectual Property and/or unauthorized distribution of the Channels, and to take all necessary steps and actions, after taking the approval from BCCL, to prevent any unauthorized access to/piracy of BCCL channels its Territory and will regularly provide to BCCL updated piracy reports on quarterly basis. The Affiliate also agrees to take appropriate remedial actions to curb piracy in the Territory with prior written approval of BCCL and shall also extend all co-operation to BCCL as may be required by it (BCCL) for taking necessary action against such infringement.
- (iv) The Affiliate shall deploy/ Finger printing (FP) mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365 basis. In addition, the Affiliate shall ensure that the FP of BCCL should pass through all the STB/TV sets without being masked or tampered with respect to time, location, duration and frequency.
- (v) The Affiliate shall also display the Water mark and other measures as approved by BCCL in order to detect the piracy. The FP should be on the top of any other on screen display (“OSD”) including programme and should not be removable by the Subscriber or any other person.
- (vi) The Affiliate shall ensure that all Set Top Box’s should support both visible and covert FP and it shall be able to operate the FP of all the subscribers.
- (vii) The FP & OSD should not be removable by the Subscriber and should be controllable as and when required. In addition, the Affiliate shall provide the FP (both overt and covert) at the scheduled time, location, duration, color and on demand of BCCL with a notice of 30 minutes. FP should be displayed at least for 30 seconds and after every 10 minutes.
- (viii) The Affiliate shall ensure the address and authorized usage of the Subscriber before setting up/installation and activation of Subscriber’s Equipment and shall have a system in place for ensuring the utilization of those Equipment as per the terms of this Agreement so as to prevent/minimize the Piracy of the signals of the Channels.
- (ix) The Affiliate shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Affiliate at the time the Channels are made available. If the Affiliate becomes aware that any unauthorized third party is recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Affiliate shall within ten minutes of so becoming aware of such recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify BCCL and the Affiliate shall also switch off the concerned Set Top Box to prevent such unauthorized use.
- (x) The Affiliate further undertakes to notify to BCCL of any suspected and/or actual infringement of the Intellectual Property/Piracy of the Channels to BCCL (such event includes - receiving/usage/distribution of the Channels for commercial purpose by the Subscribers or

any other person without the authorization of BCCL, receiving/usage/distribution of the Channels by the Cable Operators, receiving/usage/distribution of the Channels by the unauthorized Commercial Subscribers, Mass display such as in Cinema, PVA, any large gathering or otherwise by any person without authorization of BCCL) through its DTH Platform and shall take all necessary steps and actions as advised by BCCL from time to time. The Affiliate is also authorized to take legal steps (including criminal proceedings) in its own name after taking the approval from BCCL, to prevent any unauthorized access to/piracy of BCCL channels in the Territory and will regularly provide to BCCL updated piracy reports on quarterly basis.

- (xi) If so instructed by Information (as defined below) by BCCL, the Affiliate shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from BCCL. Any communication under this clause shall be considered as valid "Information" only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "information" may even be provided by BCCL representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by BCCL through e mail and the Affiliate shall be under obligation to act upon such information.
- (xii) The finger printing shall be both overt and covert and should be in different colours as advised by BCCL. In addition, the co-ordinates of finger printing should be in shifting mode and of multi-positioning i.e. the place of display of finger printing should be kept on changing from time to time. Such finger printing should be displayed for such period and /or for such interval as may be advised by BCCL from time to time. It is further agreed that the FP of BCCL shall pass through without masking or tampering with respect to time, location, duration and frequency. The Affiliate agrees to display the Finger Printing and/or OSD at the scheduled time, location, duration as advised by BCCL by a written 15 minutes' notice.
- (xiii) It is further agreed that in case the Channels are not distributed as per the terms of this clause and/or in case BCCL finds that the Affiliate is not taking adequate steps to prevent piracy as advised by BCCL, BCCL shall be entitled to deactivate the service and/or terminate this Agreement immediately without prejudice to any other rights available to it including to claim damages from the Affiliate.

17. Representations and Warranties

- (i) BCCL represents and warrants that it:
 - a). has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder;
 - b). shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels.
- (ii) The Affiliate represents and warrants that it:
 - a). has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder;
 - b). has obtained and shall continue to have all licenses, approvals, authorization, permissions, registrations and permits necessary for receiving and distributing the service as Affiliate and through its DTH Platform and for performance by the Affiliate of its obligations hereunder;
 - c). shall pay to BCCL the Subscription fee and revision thereof along with all the taxes and duties in time;

- d). shall distribute the Service only in accordance with the terms of this Agreement in the same mode/Format as received by it from BCCL and in its entirety without any modification, disruption/interruption, change of format and black out;
- e). shall not discriminate the Channels with any other channels being distributed by the Affiliate of the same genre and shall not place/price the Channels in non- advantageous/dis-advantageous position compared to any other channel in the same genre;
- f). shall provide access of the Services only to those Subscribers who has the STB and whose details have been duly recorded in the SMS of the Affiliate;
- g). shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels and comply with all of its obligations as specified in this Agreement;
- h). shall maintain the quality/Format and standards for the respective Channels;
- i). will not unilaterally, in any manner and for any reason whatsoever, alter, modify and/or change the Language of the content of the Channels;
- j). shall provide the true, correct and updated subscriber details to BCCL as per the terms of this Agreement;
- k). cause continuous distribution of the subscribed Channel(s)/Service to all its subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever;
- l). shall ensure that its Subscribers shall always be in compliance of all the applicable terms of this Agreement;
- m). shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through and interconnected with SMS only;
- n). shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Channels at the time of retransmission, except the Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more than 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner;
- o). shall always encourage the Subscribers to subscribe/avail and view all the Subscribed Channel(s). Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers from subscribing/availing and viewing the Subscriber Channel(s), nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s).
- p). upon change in the designated satellite of the Subscribed Channels, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
- q). The Affiliate recognizes that it has been authorized to subscribe and distribute the Channels/Service, in reliance upon the representation, warranties and declaration made by it . The Affiliate further recognizes and undertakes that it has read and understood all the terms and conditions of this Agreement and is fully aware of the same and executed this contract with free consent.
- r). The Affiliate agrees with BCCL that each warranty which is set out in this Article or

which could be treated as a separate warranty shall be construed independently of any other. Each of the warranties is a separate and independent warranty, representation and undertaking and the rights of BCCL under, and the meaning given to, any one such warranty shall not be restricted by reference to any other warranty.

18. Defaults, Deactivation & Indemnities

- (i) BCCL may, de-activate the Services of the Affiliate in accordance with the relevant provisions of the applicable statutes, upon termination/expiry of the Agreement and in case any of the representation and/or warranty made by the Affiliate is found to be incorrect and/or the Affiliate fails to perform its duty and/or carry out its obligations as mentioned in the Agreement particularly the obligation of making timely payment, distributing the Services otherwise than through Authorized Distribution System, non-providing the true details of its Subscribers and distribution of the Channels to the Subscribers not declared to BCCL, distribution of the Channels/Service outside the Territory, despite not curing the breach even after receiving a notice of breach/cure from BCCL.
- (ii) If the Affiliate fails to adhere to its obligations as mentioned in the Agreement, it shall be deemed to be unauthorisedly receiving/transmitting signals and BCCL shall be entitled to deactivate/disconnect the signals of the Subscribed Channels without prejudice to any other rights / remedies available to BCCL including termination of the Agreement and claiming appropriate damages.
- (iii) It is further agreed that in case the Services are de-activated due to any default of the Affiliate BCCL shall be entitled to charge the cost of deactivation and/or reactivation from the Affiliate.
- (iv) In case any statement, representation or warranty of the either party set-forth herein is found to have been materially incorrect or untrue for any reason or resulting from any cause whatsoever, the Defaulting party (who made the wrong representation, statement etc) shall be fully liable to the other (Non Defaulting Party) for any and all liability, damage, costs, and expense including attorney fees, arising from such mis-representation or incorrect statement.
- (v) The Affiliate agrees to indemnify, defend and hold harmless BCCL, its affiliates, assigns and successors etc., as the case may be; and each of its directors, officers and employees and keep them fully indemnified and harmless against any and all losses, liabilities, claims, costs, damages and expenses which may be incurred or suffered by BCCL and which may arise out of or result from :
 - a) Non/part performance/compliance of the provisions of, and/or failure of its obligation and/or breaches of any terms and condition by it as specified in this Agreement;
 - b) any breach of any Warranty(ies), obligation(s), covenants or agreement of the Affiliate contained in this Agreement;
 - c) any and all actions, suits, proceedings, claims, judgments, costs, expenses incurred in enforcing this indemnity;
 - d) any third party claims made for loss or damage of whatever description caused to such or any other third party as a result of the activities under this Agreement;
- (vi) The Affiliate further agrees to compensate BCCL for any liability incurred to third parties due to any breach of any of the terms and condition of this Agreement and/or for any use of the Intellectual Property otherwise than in accordance with this Agreement by it or its Agent(s);
- (vii) It is agreed that BCCL shall not be liable for any claim in the following events :
 - a) Change of schedule and/or withdrawal of any program from the Channel.
 - b) Withdrawal, discontinuation, interruption or suspension of any Channel or programs

- c) by the Channel Owners or otherwise.
 - d) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of BCCL.
 - e) Discontinuation/withdrawal of any Channel as per the terms and conditions of this Agreement.
 - f) In case of non-performance due to any order passed by any court/tribunal/judicial or administrative authority/association or event of Force-majeure.
- (viii) BCCL shall also not be liable to the Subscriber or to any other person for all or any indirect, direct, special, incidental or consequential damages arising out of or in connection with the provision of the Channels/Services or inability to provide the same whether or not due to suspension, interruption or termination of the Services or for any inconvenience due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. The Affiliate undertakes that it shall be solely responsible for dealings with its Subscribers and shall be liable for any claims, actions, demands, proceedings by the Subscribers and shall keep and hold BCCL harmless and indemnified in this regard.
- (ix) Subject to the terms of this Agreement; neither party shall claim indemnification against third party claims or non-operation of facilities or non-supplying of the Channels if the same is due to of failure of Equipment(s), satellite malfunction, satellite failure, natural calamity or any other reasons of beyond reasonable control of the party including force majeure.

19. Termination

- (i) The Agreement and all rights granted herein and obligation of the parties shall be binding for validity of the Term (including the Extended Term) of the Agreement and shall automatically come to an end by efflux of time on completion of the Term. However BCCL may, terminate this Agreement (prior to the Term of this Agreement) at any time by giving at least 21 days prior written notice to the Affiliate and Affiliate may terminate by issuing 21 days advance written notice and clearing the remaining Subscription Fee to BCCL.
- (ii) In addition, either Party shall be entitled to terminate the Agreement in the event of a breach of any of the undertakings, obligations representations and/or warranties given by other Party (the 'Defaulting Party') is not cured within Three (3) days on receipt of Notice of default from other party (Non Defaulting Party). However in case of the following events and subject to applicable statutes BCCL may record termination with immediate effect :
- a) If the Affiliate's license to operate as DAS Operator or providing the Digital Addressable Service is revoked, cancelled and/or not renewed.
 - b) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Channels in the Territory.
 - c) In case of amalgamation, consolidation or reorganization, bankruptcy or insolvency of the Affiliate.
 - d) In the event of assignment of the Agreement by the Affiliate without prior consent of BCCL.
 - e) If the Affiliate in any manner jeopardizes the intellectual property rights of BCCL in the subscribed channels or part thereof and/or disrupts/interrupts/blacks out the signals of the Channels.
 - f) Winding up of the business of the Affiliate voluntarily or through court order for winding up the Affiliate company, or the appointment of a liquidator.

20. Post Termination, Expiry & Deactivation Covenants:

- (i) It is hereby agreed that any default/failure by the Affiliate of any terms and conditions mentioned in the Agreement, shall entitle BCCL to disconnect the Services and /or terminate the Agreement without prejudice to any other rights available to it. However BCCL may at its discretion, waive its right to disconnect the Service and/or terminate this Agreement, upon such terms and conditions as it may deem fit and proper.

- (ii) The de-activation and/or termination of this Agreement, pursuant to the terms of this Agreement shall be without prejudice to any rights which have already accrued to either party under this Agreement. Where the Services are de-activated and/or Agreement is terminated due to any defaults of the Affiliate, upon such deactivation/termination, the entire Subscription fee, for the Term and all sums due and payable by the Affiliate to BCCL, shall forthwith become and remain due and payable.
- (iii) Upon expiration/termination of this Agreement, all rights granted to and obligations undertaken by the Parties hereunder shall cease to have effect and terminate immediately except – Affiliate's obligations :
 - a. to pay all amounts or Subscription Fees or other dues including damages, if any, accrued hereunder upon or prior to the expiration or termination of this Agreement;
 - b. with respect to indemnity and confidentiality and;
 - c. such other rights as may accrue upon BCCL under the laws of India.
- (iv) Upon expiration/termination of this Agreement the Affiliate shall forthwith:
 - a. Stop distributing the Channels to its Subscribers.
 - b. Stop representing itself as the Affiliate of BCCL.
 - c. Cease to use the Intellectual Property of BCCL/Broadcaster(s).
 - d. Sign such document/confirmation of cessation of use of Intellectual Property as BCCL may require.
 - e. Return back to BCCL all the Equipment(s) in the same conditions as it were made available to the Affiliate subject to normal wear and tear, failing which the Affiliate shall be required to pay the Subscription Fee till the date the Equipment are returned without prejudice to any other rights available to BCCL.
 - f. Return back to BCCL all the material/documents/property of BCCL.
- (v) It is agreed that notwithstanding anything contained in the Subscribers Contract(s) with the Affiliate; execution of the agreement with the Subscribers by the Affiliate shall not entitle the Affiliate to receive the Channels/Service from BCCL, post expiry/termination of the Agreement and in case the services are deactivated due to any default by the Affiliate.

21. Continuation of Service:

- i. In case the Services are continued to be provided by BCCL by inadvertence or otherwise even after expiry/termination of the Agreement, despite the new agreement is/could not be executed by and between the parties after such expiry/termination of this agreement; the Services will be deemed to be provided on monthly basis on the same commercial terms and conditions unless otherwise determined. It is clarified that the month will be the Calendar month i.e. the beginning of the month will commence from the first day of month and not from any other date. In such a situation the signals of the Service can be withdrawn by BCCL, subject to applicable statute, if any, by giving a written notice to the Affiliate on the last day of the month. However in case the Services to be withdrawn/ deactivated or the Agreement to be terminated before the end of the month, any party may send 21 days' notice to other party for such termination. The Affiliate shall be under the obligation to make the payment for the period during which such Services were received by him.

22. MISCELLANEOUS:

i. Entire Agreement:

The Affiliate acknowledges that this Agreement contain(s) the whole agreement between the parties and it has not relied upon any oral or written representations made to it by BCCL or its employees or agents and has made its own independent investigations into all matters relevant to the business.

It is further agreed that this entire Agreement supersedes all prior agreements, arrangements and understandings between the parties, written or oral, on the subject matter herein.

ii. Modifications & Severability:

Subject to terms agreed upon this agreement, any amendment/modification in the Agreement shall be subject to terms of this Agreement and will be effected in writing with the mutual consent of both the parties. The parties further agree that any provision of this Agreement, which is invalid, illegal or unenforceable in any respect, shall be ineffective to the extent of that invalidity, illegality or unenforceability, without prejudice to the continuing operation of the remaining provisions of this Agreement.

iii. **Binding Nature:**

All obligations and benefits arising under the Agreement shall be binding on the parties and to their respective assignees, transferees and successors of the parties hereto.

iv. **Relationship of the parties:**

The relationship between BCCL and the Affiliate is "Principal to Principal". The parties shall not be deemed as partners or joint ventures nor is the Affiliate authorized to act as agent of BCCL.

The Affiliate shall not attempt to incur any liability on behalf of BCCL and shall not hold itself out to any third party as being able to do so. Also there will be deemed to be no privity of contract or direct contractual relationship of BCCL and the Subscribers of the Affiliate.

v. **Confidentiality:**

The Affiliate agrees to keep all information with respect to Channels, its subscription, terms of this Agreement, strategy and volume of business of BCCL as confidential, at all times. All data relating to BCCL subscribers must be kept in strict confidence. The Affiliate hereby undertakes to keep confidential and not publish any material/information provided by BCCL which has been disclosed to the Affiliate under this Agreement. This clause will survive for a period of one year even after termination/expiry.

In case either party is required to be disclose the information by any governmental or judicial order, in which case the party so required shall give the other party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other party's sole costs;

vi. **Force Majeure:**

The Parties agree that neither party shall be liable for any delay in performing, or failing to perform, any or all of its obligations under this Agreement resulting from any even beyond their reasonable control, which may affect the reception/distribution of signals of the Channels to the Subscribers. The party so affected by such force majeure shall give a prompt notice to the other party explaining in details the event of force majeure and the effect thereof.

Force Majeure will include any war, order of any court/tribunal or any other statutory/administrative authority, direction of any legitimate association/federation, civil commotion, strike, governmental action, lockout, accident, epidemic, satellite malfunction/jamming/failure or any other event of any nature or kind whatsoever beyond the control of either party that directly or indirectly hinders or prevents it from commencing or proceeding with consummation of the transactions contemplated hereby. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of force majeure.

It is further agreed that failure on the part of either party to perform any of its obligations (including the non-furnishing of the Service) shall not entitle the other to raise any claim against other or be a breach hereunder to the extent that such failure arises from an event of force-majeure. If through force majeure the fulfillment by either party of any obligation set forth in this Agreement will be delayed, the period of such delay will not be counted on in computing

periods prescribed by this Agreement.

If the condition of force majeure shall continue for a period exceeding two months, then the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance then the Agreement shall be terminated upon notice of either party to the other, on the thirtieth day after the notice is given.

vii. **Assignment:**

Subject to the provisions of this Agreement, the Affiliate shall not transfer/assign its Rights and obligations as agreed to in this Agreement, or part thereof to any other person/association/Company/Affiliate/network etc. without the prior written approval of BCCL and any such transfer/assignment shall be illegal and impermissible without authorization; In the event the Affiliate fails to comply with any of the above provisions, BCCL shall be entitled, at its sole discretion, to terminate this Agreement immediately and/ or deactivate the services of the Affiliate without any other rights available to it.

Consequent upon the consent of BCCL to such assignment/transfer under the provisions hereof; a separate Agreement will be executed with the new party and this Agreement will be deemed to be terminated from the date of execution of new Agreement.

It is clarified and agreed that for above-said transfer/assignment a written approval of BCCL is required and mere intimation by the Affiliate for any such transfer/extension will not be deemed as consent of BCCL. BCCL will have the right of assigning the rights of this Agreement to any person at its sole discretion.

viii. **Obligations surviving termination of Agreement**

It is mutually agreed between the parties that the obligations contained in this Agreement in Clauses, 13 (Subscription Fee and other Charges/Payments) and 21 (v) (confidentiality) shall survive the termination of this Agreement, and the respective parties shall be liable to perform their part of the obligation in the same manner as specified in the aforesaid clauses even upon the termination of this Agreement.

23. Notice

All notices, requests, consents and other communication under this Agreement ("Notices") shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery (iii) first class courier of good repute (iv) facsimile backed by an electronic mail (E-mail) to

- I. BCCL at Equinox Business Park, Tower 1, 6th and 7th Floor, Off. BKC, Ambedkar Nagar, Kurla (west), Mumbai -- 400070 marked to the attention of Head Legal (Broadcasting Division);
- II. to the Affiliate at _____

The Affiliate is also required to send a copy of notice to TGBCL at Equinox Business Park, Tower 1, 6th and 7th Floor, Off. BKC, Ambedkar Nagar, Kurla (west), Mumbai -- 400070.;

Any Notice given in accordance with:

- a) point (i) above, shall be deemed to have been given five (5) days after having been dispatched;
- b) point (ii) above, shall be deemed to have been given on the same day of dispatch;
- c) point (iii) above, shall be deemed to have been given one (1) day after having been dispatched;
- d) point (iv) above, shall be deemed to have been sent on the receipt of confirmation.

The Notices should be sent to the registered office(s) of the Parties.

24. Change of address:

Each of the parties shall give notice to the other of change of any address or telephone/Fax or similar

number within 48 hours of such change.

25. Waiver:

The failure or delay by BCCL to enforce any right or any of the terms or conditions of this Agreement shall not be a waiver of them of the right and BCCL shall be entitled to enforce the same at any time subsequently.

26. Governing Law and Dispute Resolution:

The rights and obligations of the parties under the Agreement shall be governed by and under the laws of India. Any disputes or differences pertaining to this Agreement, will be adjudicated by the Appellate Tribunal i.e. Telecom Disputes Settlement and Appellate Tribunal (“TDSAT”) as provided under the TRAI Act, 1997. However, BCCL shall be entitled to take any action against the Affiliate under any other respective applicable statute such as Copyright Act, 1957 in any court of respective jurisdiction.

IN WITNESS WHEREOF, this Agreement is entered into as of the date first set forth above.

Accepted & Agreed: For and on behalf of BCCL:	Accepted & Agreed: For and on behalf of the Affiliate:
 Name: _____ Designation: _____	 Name: _____ Designation: _____

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ANNEXURE A
TIMES NETWORK
CHANNEL RATE CARD

A-LA-CARTE RATES APPLICABLE				
TO SUBSCRIBER PER MONTH				
(WITHOUT PREJUDICE)				
S. No.	Channels	A-la-carte Rates Addressable Systems (in Rs.)	Genre	Language
1	Times Now	3.82	News & Current Affairs	English/Hindi
2	ET Now	3.57	News & Current Affairs	English/Hindi
3	Zoom	3.51	General Entertainment	Hindi
4	Movies Now	7.41	Movies	English
5	Movies Now HD	149	Movies	English
6	Romedy Now	7.42	Movies	English
7	Romedy Now HD	30	Movies	English
8	MN+ (HD)	149	Movies	English
9	Mirror Now	3.57	News & Current Affairs	English/Hindi
10	MNX	7.42	Movies	English
11	MNX HD	30	Movies	English
12	Times Now HD	15	News & Current Affairs	English

BOUQUET-1 RATES APPLICABLE TO SUBSCRIBER PER MONTH (WITHOUT PREJUDICE)		
S. No.	Channels	Rate for Addressable Systems (in Rs.)
1	Times Now	19.53
2	ET Now	
3	Zoom	
4	Movies Now	
5	Romedy Now	
6	Mirror Now	

BOUQUET-2 RATES APPLICABLE TOE SUBSCRIBER PER MONTH (WITHOUT PREJUDICE)		
S. No.	Channels	Rate for Addressable Systems (in Rs.)
1	Movies Now HD	220.00
2	MN+	
3	Romedy Now HD	

1. Bennett, Coleman & Company Limited is the authorized distributor for its own channels and Zoom Entertainment Network Limited Channel.
2. Times Global Broadcasting Company Limited is the authorized agent of Bennett, Coleman & Company Limited for distribution of channels of Bennett, Coleman and Company Limited and Zoom Entertainment Network Limited.
3. The tariffs/rates mentioned above are exclusive of applicable taxes/levies.
4. **Currently, the broadcaster is not charging for MNX & MNX HD channels and these channels are offered on a promotional basis, however this offer can be withdrawn by the Broadcaster at any time at its sole discretion without any notice. During the said promotional period, the Broadcaster and Affiliate may negotiate to arrive at a commercial understanding for the MNX & MNX HD channels.**
5. This Rate Card is subject to change pursuant to any regulations/orders of the TRAI and/or judgments/orders of courts/tribunals in India with respect to tariffs for television channels applicable to ordinary cable subscribers receiving signals from non-addressable cable operators.
6. The channel and bouquet rates for addressable platforms given above are without prejudice to the Broadcaster's rights and contentions and are in accordance with the direction of the Hon'ble Supreme Court of India in Civil Appeal no 2847-2854 of 2011. We reserve our rights for revision of rates upon final adjudication of the above mentioned appeal.

Annexure B (i) – ORDINARY SUBSCRIBER REPORT FORMAT

I. FORMAT FOR CHANNELS OFFERED ON A-LA-CARTE BASIS

S. No.	Channel Name	<u>Opening Subs</u>		<u>Closing Subs</u>		<u>Average</u>	
		As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

II. FORMAT FOR CHANNELS OFFERED AS PART OF BOUQUET / SUBSCRIBER PACKAGE

S. No.	Bouquet / Subscriber Package Name	Channel(s) contained therein		<u>Opening Subs</u>		<u>Closing Subs</u>		<u>Average</u>	
		As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

III. TOTAL OFFERRING ON A-LA-CARTE/BOUQUET/ SUBSCRIBER PACKAGE BASIS

S. No.	Channel Name	<u>Opening Subscriber Base</u>		<u>Closing Subs</u>		<u>Average</u>	
		As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

IV. DETAILS OF MONTHLY ACTIVATION/DE-ACTIVATION:

Month:

Year:

<u>S. No.</u>	<u>Channel Name</u>	<u>Code number of STB's De-activated within that month</u>	<u>Code number of STB's activated within that month</u>	<u>Incremental addition/deletion</u>

		<u>As per CAS</u>	<u>As per SMS</u>	<u>As per CAS</u>	<u>As per SMS</u>	<u>As per CAS</u>	<u>As per SMS</u>

V. Aging

<u>S. No.</u>	<u>Description</u>	<u>Figures</u>
1	STB's activated for less than 3 months	
2	STB's activated for more than 3 months but less than 6 months	
3	STB's activated for more than 6 months	

VI. DETAILS OF BOUQUETS / SUBSCRIBER PACKAGES:

Month:

Year:

<u>S. No.</u>	<u>Name of the Bouquet / Subscriber Package available at the first day of the month</u>		<u>Name of the Bouquets / Subscriber Packages discontinued during the month</u>		<u>Name of the Bouquets / Subscriber Packages created during the month</u>		<u>Name of the Bouquets / Subscriber Packages available at the last day of the month</u>	
	<u>As per CAS</u>	<u>As per SMS</u>	<u>As per CAS</u>	<u>As per SMS</u>	<u>As per CAS</u>	<u>As per SMS</u>	<u>As per CAS</u>	<u>As per SMS</u>

ANNEXURE B (ii) –SUBSCRIBER REPORT FORMAT FOR COMMERCIAL SUBSCRIBER

I. FORMAT FOR CHANNELS OFFERED ON A-LA-CARTE BASIS

S. No.	Channel Name	Commercial Subscriber Name	Number of Rooms	Number of Connections	Opening Subs		Closing Subs		Average	
					As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

II. FORMAT FOR CHANNELS OFFERED AS PART OF BOUQUET / SUBSCRIBER PACKAGE

S. No.	Bouquet / Subscriber Package Name	Commercial Subscriber Name	Number of Rooms	Number of Connections	Channel(s) contained therein		Opening Subs		Closing Subs		Average	
					As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

III. TOTAL OFFERING ON A-LA-CARTE/BOUQUET/ SUBSCRIBER PACKAGE BASIS

S. No.	Channel Name	Commercial Subscriber Name	Number of Rooms	Number of Connections	Opening Subscriber Base		Closing Subscriber Base		Average	
					As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

IV. DETAILS OF MONTHLY ACTIVATION/DE-ACTIVATION:

Month:

Year:

S. No.	Channel Name	Commercial Subscriber Name	Number of Rooms	Number of Connections	Code number of STB's De-activated within that month		Code number of STB's activated within that month		Incremental addition/deletion	
					As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

V. Aging

<u>S. No.</u>	<u>Description</u>	<u>Figures</u>
1	STB's activated for less than 3 months	
2	STB's activated for more than 3 months but less than 6 months	
3	STB's activated for more than 6 months	

VI. DETAILS OF BOUQUETS / SUBSCRIBER PACKAGES:

Month:

Year:

S. No.	Commercial Subscriber Name	<u>Number of Rooms</u>	<u>Number of Connections</u>	Name of the Bouquet / Subscriber Package available at the first day of the month		Name of the Bouquets / Subscriber Packages discontinued during the month		Name of the Bouquets / Subscriber Packages created during the month		Name of the Bouquets / Subscriber Packages available at the last day of the month	
				As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS	As per CAS	As per SMS

Annexure C

Equipment Details:

S. No.	Channel Name	IRD No.	VC No.
1	Times Now		
2	ET Now		
3	Zoom		
4	Movies Now		
5	Romedy Now		
6	Mirror Now		
7	Romedy Now HD		
8	Movies Now HD		
9	MN+		
10	Movies Now 2		
11	Movies Now 2 HD		

Annexure D- Technical Specifications

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS) for implementation of Digital Addressable Systems

(A) STB Requirements:

1. All the STBs should have embedded Conditional Access
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be BIS compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

(B) Fingerprinting Requirements:

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

(C) **CAS & SMS Requirements:**

1. The current version of the conditional access system should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
5. The CA company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - a. Unique Customer Id
 - b. Subscription Contract no
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline no
 - g. Mobile No
 - h. Email id
 - i. Channels or Bouquet or Subscriber Package subscribed to
 - j. Unique STB No
 - k. Unique VC No
8. The SMS should be able to undertake the:
 - a. Viewing and printing historical data in terms of the activations, deactivations etc
 - b. Location of each and every set top box/VC unit
 - c. The SMS should be capable of giving the reporting at any desired time about:
 - i. The total no subscribers authorized
 - ii. The total no of subscribers on the network
 - iii. The total no of subscribers subscribing to a particular service at any particular date.
 - iv. The details of channels opted by subscriber on A-la-carte basis.

- v. The Bouquet / Subscriber Package wise details of the channels in the Bouquet.
 - vi. The Bouquet / Subscriber Package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package.
 - viii. The history of all the above mentioned data for the period of the last 2 years
9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
 10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
 11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular Bouquet / Subscriber Package.
 12. The SMS should be able to generate itemized billing such as content cost, rental of the equipment's, taxes etc.
 13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
 14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.

(D) HD Set-Top-Box Requirements:

1. HD Boxes should be tamper resistant.
2. The security codes should be securely stored in the HD Box
3. There should not be any testing points or interfaces in the HD Box provided to the Subscribers.
4. The security system in a HD Box or otherwise should have the capability to detect clone devices.
5. The HD Box enforce reasonable usage rules carried by the BCCL
6. The decryption and decoding processes should be integrated into a single process in the HD Box.
7. The video path from decryption to video outputs should be secured
8. The set top box or HD Box utilizing built-in PVRs should employ an encryption system for the storage of material that binds the material to that particular set top box or HD Box.
9. The HD Box should have the ability to add finger printing in the video outputs (preferred to track clone/ compromised devices).
10. The HD Boxes should have:
 - (a) CGMS/A capability for analog outputs
 - (b) HDCP capability for DVI and/or HDMI outputs;
 - (c) if provided, DTCP capability for 1394, USB, Ethernet and/or other applicable

outputs.

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ANNEXURE E- SCOPE OF AUDIT

Head End Audit

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

II. CAS Audit:

- i. Affiliate to provide all below information correctly: Make & version of CAS installed at Head End.
- ii. CA system certificate to be provided by Affiliate.
- iii. CAS version installed should not have any history of hacking, certificate from CAS vendor required.
- iv. CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.
- v. CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- vi. CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.
- vii. STB's & cards to be uniquely paired from Affiliate before distributing box down the line. Affiliate to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Company by means of a fresh undertaking.
- viii. Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by Affiliate. CAS vendor required to certified reconciliation of data.
- ix. No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- x. Affiliate should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/ Subscriber Package / product report during audit period.
- xi. CA system should have the capability of providing history of all actions taken for last 2 years.

III. SMS Audit:

- i. All product authorization must be from SMS only.
- ii. SMS and CAS should be fully integrated.
- iii. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - Unique Customer Id
 - Subscription Contract number
 - Name of the subscriber
 - Billing Address
 - Installation Address
 - Landline telephone number
 - Mobile telephone number
 - Email id
 - A – la carte Channels or Bouquet / Subscriber Package subscribed to Unique STB Number & Unique VC Number

The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

- Location of each and every set top box VC unit

- The SMS should be capable of giving the reporting at any desired time about:
 - a) The total no subscribers authorized
 - b) The total no of subscribers on the network
 - c) The total no of subscribers subscribing to a particular service at any particular date.
 - d) The details of channels opted by subscriber on A-la-carte basis.
 - e) The Bouquet / Subscriber Package wise details of the channels in the Bouquet / Subscriber Package.
 - f) The Bouquet / Subscriber Package wise subscriber numbers.
 - g) The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
 - h) The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit

- i. Review Complete Network Diagram
- ii. Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- iii. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking
- iv. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.
- v. Review whether Live diagram / fibre details of network are captured in SMS system
- vi. To check if Affiliate specific coding / ID is available for Finger Printing
- vii. Confirm whether watermarking network logo for all pay channels are inserted at encoder end only
- viii. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- ix. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber:
 - Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - Hardware details
- x. Review the subscribers activation/ de-activation history in the SMS system
- xi. Validate if the SMS is integrated with CAS.
- xii. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
- xiii. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.
- xiv. Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
- xv. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- xvi. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
- xvii. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Company/ Aggregators.
- xviii. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates,
- xix. Review of the following reports are supported by SMS and CAS.
 - a. Total no of Subscribers – active & de-active separately
 - a. De-active subscribers with ageing
 - b. Channel wise Subscribers - total
 - c. Channel wise Subscribers – split by Bouquet / Subscriber Package
 - d. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
 - e. Subscriber/Revenue Reports by State/City
 - f. No of Bouquets / Subscriber Package offered
 - g. List of Channels / rates of each Bouquet / Subscriber Package
 - h. Rate Card Options offered / Attached with active Subscribers
 - i. Historical data reports

- j. Free / demo Subscribers details
- k. Exception cases – active only in SMS or CAS
- l.

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

- Affiliate 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.
- Affiliate should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by Affiliate should be certified by their CAS vendor.
- Forensic watermarking to be implemented on the Affiliate headend & STBs.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- All the STBs should have embedded Conditional Access.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head end.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections:
 - i. Macro vision 7 or better on Composite video output.
 - ii. Macro vision 7 or better on the Component Video output.
 - iii. HDCP copy protection on the HDMI & DVI output.
 - iv. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
- Types of boxes launched / to be launched:
 - Vanilla STB
 - DVR STB
 - Others (please specify)
- Please furnish STB details as following:
 - Open Standards or Proprietary
 - Audio Video and Data I/O Configuration
 - Local Storage
 - Smarts Card
 - PVR Functionality
 - Tamper Resistance
 - I/O Copy Protection (Please provide the details).
 - I/O Interface to Other Devices
- Are the STB's interoperable
- DVR / PVR STB should be compliance of following:
 - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.

- Recorded content should be encrypted & not play on any other devices.
 - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware (Please describe).

V. Distribution Network Audit: Affiliate should provide below information in detail:

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

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

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

VII. Commercial Audit*

1. Provide system generated Channel-wise and Bouquet / Subscriber Package -wise reports of channels for the platform in a non-editable format.
2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
 - Customer acquisition
 - Provisioning of the subscriber in authentication, billing and SMS system
 - Bouquet / Subscriber Package change request process
 - Customer Retention process, if any
 - Deactivation and churn process
3. Understand/ Verify the various Bouquets / Subscriber Package being offered to customers
 - Obtain details of all approved Bouquets / Subscriber Package 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 Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional subscribers
4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
 - Generation of reports for subscriber declaration for Channels or Bouquets/Subscriber Package

- Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:
- Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
 - Analyse the computation of average subscribers
 - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
6. Analysis of the following - :
- Input and change controls of customer data into SMS
 - SMS user access controls – authentication, authorization and logging
 - Analyze system logs to identify any significant changes or trail of changes made
 - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
 - Review the system logic for the reports which are inputs to Broadcaster declarations
 - Channel allocation/fixation to a particular LCN/CDN
 - Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
 - Sample of activation and deactivation request logs
 - Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
 - Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties)
 - Live Demo of the queries being put in to the system to generate different reports.
 - List of CAS and SMS used by Operator in DAS area. Incase more than one CAS and SMS system is used by Operator for both DAS and non-DAS areas, then understand and analyze how the two markets are segregated, controlled, reported and invoiced
 - Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas 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 Affiliate, to understand synchronization between multiple CAS and SMS

ANNEXURE F- TERRITORY

Territory: INDIA

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ANNEXURE-G- LIST OF DOCUMENTS

Tick (√) the box against the document that is furnished by Affiliate:

- a) A copy of the valid registration/License issued by Ministry of Information & Broadcasting of India issued to the Affiliate for running its business as Affiliate in the territory of India.
- b) A copy of the valid Service Tax registration.
- c) A latest copy of the Income tax assessment return and PAN Card
- d) Identity Proof & Office Address proof
- e) Constitution documents– Partnership Deed, Memorandum/Articles of Association etc., List of partners/Directors along with their Identity & Address proof.
- f) Any other document as may be necessary for the purpose of this agreement
- g) Copy of the resolution passed by the board of directors of the Affiliate or an authority letter from the Affiliate authorizing Mr. _____ to execute this Agreement on behalf of the Affiliate;
- h) SMS declaration from the Affiliate's SMS vendor in the format;
- i) CAS declaration from the Affiliate's conditional access vendor in the format;
- j) An undertaking from the Affiliate that its network is capable of complying with the DAS Requirement;
- k) An undertaking from the Affiliate its network is capable of complying with the Standard of Quality of Services (Digital Addressable Cable Television Systems) Regulations, 2012;
- l) An undertaking from the Affiliate its network is capable of complying with the Consumer Complaint Redressal (Digital Addressable Cable Television Systems) Regulations, 2012 dated 14th May 2012

ANNEXURE H- INCENTIVE SCHEMES

- The Broadcaster is offering certain incentives to all the Affiliate who avail the channels in a-la-carte or Bouquet as provided under Annexure A of this Agreement. In order to avail the Incentives, the Affiliate shall be presumed to have read and accepted the conditions detailed in the Clause 6.9 (c) of this Agreement. Currently, the Incentive Scheme does not include Movies Now 2 & Movies Now 2 HD channels.
- The Affiliate shall be eligible to avail the Incentives, upon specifically opting in and selecting the relevant option of the Incentives as set out hereunder, subject to the Affiliate meeting each of the eligibility criteria as stated herein Clause 6.9 (d) of the Agreement, strictly in the manner, sequence and conditions set forth hereunder.

INCENTIVE SCHEMES FOR A-LA-CARTE

1) Incentive on Parity with same Genre channels:

The Affiliate to tick the option, if selected:

Channel	% Incentive	Tick (whatever is applicable)
All 6 SD channels	25%	
5 Channels	20%	
4 channels & less	0%	

For the sake of clarity, same genre shall mean to place the respective channel of the Broadcaster in the following genre only and at par with the competition channels as listed below or any other same genre channel launched in future:

BCCL Channels	Competitive Channels	Genre
Times Now	CNN IBN (News 18), NDTV24X7	English News Genre
ET Now	CNBC TV18, NDTV Pr, Bloomberg	English Business News Genre
Zoom	UTV Stars, UTV Bindass, MTV, Star Plus	Hindi GEC
Movies Now	Star Movies, Star Movies Action, WB, Zee Studio, HBO, Sony PIX	English Movies Genre
Romey Now	Star Movies, Star Movies Action, WB, Zee Studio, HBO, Sony PIX	English Movies Genre
Mirror Now	CNBC TV18, NDTV Pr, Blommberg	English Business News Genre
Movies Now HD, MN+ and Romey Now HD	Star Movies HD, Zee Studio HD, Sony PIX HD	English Movies Genre

2) **Incentive on count of channels carried on the platform:**

The Affiliate to tick the option, if selected:

Count of channels	% Incentive	Tick (whatever is applicable)
6	10%	
5	5%	
4	3%	
Less than 4	0%	

3) **Volume discount Incentive:**

The Affiliate to tick the option, if selected:

Monthly Subscriber	Average active Pay	% Incentive	Tick (whatever is applicable)
0-2Lac		0%	
2lac – 10Lac		2%	
10lac- 20lac		5%	
20lac-50lac		10%	
50lac-70lac		20%	
70lac & onwards		35%	

For the sake of clarity, declared subscribers of the Affiliate shall include Pay pack subscribers+ Add on pack subscribers.

4) **(i) Incentive on LCN:**

The Affiliate to tick the option, if selected:

No of channels	Incentive %	Tick (whatever is applicable)
Min 3 channels	3%	
4 channels	4.5%	
5 channels	6%	

All 6 Channels	10%	
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(ii) LCN Requirement:

The Affiliate to tick the option, if selected:

Channel	Required LCN
Times Now	Top 2 in English News
ET Now	Top 2 in English Business News
Zoom	Top 15- GEC
Movies Now	Top 3 in English Movie Channels
Romedy Now	Top 6 in English Movies Channels
Mirror Now	Top 5 in English Business News
Movies Now HD	Top 4 in English Movie HD Channels
MN+	Top 3 in English Movies HD Channels
Romedy Now HD	Top 6 in English Movies HD Channels

5) **Channel Penetration Incentive:**

The Affiliate to tick the option, if selected:

Penetration Range	Incentive%	Tick (whatever is applicable)
10-29.99%	8%	
>30%	10%	

INCENTIVE SCHEMES FOR SD BOUQUET AND HD CHANNELS

1) **Incentive on Parity with same Genre channels:**

The Affiliate to tick the option, if selected:

Channel	% Incentive	Tick (whatever is applicable)
All 6 SD channels	25%	
5 Channels	20%	
4 channels & less	0%	

For HD Channels:

Channel	% Incentive	Tick (whatever is applicable)
All 3 HD channels	20%	

For the sake of clarity same genre shall mean to place the respective channel of the Broadcaster in the following genre only and at par with the competition channels as listed below or any other same genre channel launched in future:

BCCL Channels	Competitive Channels	Genre
Times Now	CNN IBN (News 18), NDTV24X7	English News Genre
ET Now	CNBC TV18,NDTV Pr,Bloomberg	English Business News Genre
Zoom	UTV Stars, UTV Bindass,MTV,Star Plus	Hindi GEC
Movies Now	Star Movies, Star Movies Action, WB, Zee Studio,HBO,Sony PIX	English Movies Genre
Romedy Now	Star Movies, Star Movies Action, WB, Zee Studio,HBO,Sony PIX	English Movies Genre
Mirror Now	CNBC TV18,NDTV Pr,Blommberg	English Business News Genre
Movies Now HD, MN+ and Romedy Now HD	Star Movies HD, Zee Studio HD, Sony PIX HD	English Movies Genre

2) **Incentive on count of channels carried on the platform:**

The Affiliate to tick the option, if selected:

Count of channels	% Incentive	Tick (whatever is applicable)
6	10%	
5	5%	
4	3%	
Less than 4	0%	

For HD Channels:

Count of channels	% Incentive	Tick (whatever is applicable)

		applicable)
3	20%	
2	10%	
1	5%	

3) **Volume discount Incentive on highest declared subscribers:**

The Affiliate to tick the option, if selected:

Declared subscriber	% Incentive	Tick (whatever is applicable)
0-2Lac	0%	
2lac – 10Lac	2%	
10lac- 20lac	5%	
20lac-50lac	10%	
50lac-70lac	20%	
70lac & onwards	35%	

For HD Channels:

Active HD Subscriber Base	% Incentive	Tick (whatever is applicable)
0-5Lac	5%	
5lac – 10Lac	10%	
10lac- 20lac	15%	

For the sake of clarity, declared subscribers of the Affiliate shall include Pay pack subscribers+ Add on pack subscribers.

4) **(i) Incentive on LCN:**

The Affiliate to tick the option, if selected:

No of channels	Incentive %	Tick (whatever is applicable)
Min 3 channels	3%	
4 channels	4.5%	

5 channels	6%	
All 6 Channels	10%	

For HD Channel:

No of channels	Incentive %	Tick (whatever is applicable)
1 channel	6%	
2 channels	8%	
All 3 Channels	10%	

(ii) LCN Requirement:

The Affiliate to tick the option, if selected:

Channel	Required LCN
Times Now	Top 2 in English News
ET Now	Top 2 in English Business News
Zoom	Top 15- GEC
Movies Now	Top 3 in English Movie Channels
Romedy Now	Top 6 in English Movies Channels
Mirror Now	Top 5 in English Business News
Movies Now HD	Top 4 in English Movie HD Channels
MN+	Top 3 in English Movies HD Channels
Romedy Now HD	Top 6 in English Movies HD Channels

5) **Channel Penetration Incentive:**

The Affiliate to tick the option, if selected:

Penetration Range	Incentive%	Tick (whatever is applicable)
10-30%	8%	
>30%	10%	

Minimum 4 channels' penetration to be above the threshold limit in order to avail the Channel Penetration Incentive as per the table above.

For HD channel:

Penetration Range	Incentive%	Tick (whatever is applicable)
>50%	20%	

Website Copy, Not For Execution

DECLARATION:

I have read and understood all the terms of the Agreement and have received the copy of Subscription Agreement Number _____ dated _____ executed with **Bennett, Coleman & Company Limited**.

The copy of the Agreement is received on ____ day of _____ 20__.

For and on behalf of the Affiliate

Signature : _____

Name: _____

Designation: _____

Website Copy, Not For Execution