

REFERENCE INTERCONNECT OFFER ("RIO")

This RIO is issued and published by Sony Pictures Networks India Private Limited ("**Broadcaster**" / "**Sony**" / "**SPN**" / "**SPNI**") pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017 (as amended from time to time) re- notified by the Telecom Regulatory Authority of India on July 03, 2018 ("**Interconnection Regulations**") and would be effective from December 29, 2018 ("**Effective Date**").

This RIO read along with the Interconnection/Subscription Agreement attached hereto is being published by the Broadcaster for its Channels and also for Channels of its group companies under authorisation from the respective broadcaster, in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations.

Those distribution platform operators who are desirous of accepting this RIO must sign the Subscription/Interconnection Agreement appended hereunder and submit all the information and the documents as listed under the Interconnection/Subscription Agreement and its various Schedules.

Upon counter signature by the Broadcaster, the Interconnection/Subscription Agreement shall become binding on the parties and enforceable at law. Both RIO and Interconnection/Subscription Agreement are to be read together and Interconnection/Subscription Agreement attached herewith forms an integral part of this RIO.

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

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

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

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

Broadcaster initial here:

SONY – MRPWF -01 Issue Number 1.0 Rev. No. 2.0

Operator initial here:

Document Number:

Reference Number:

Operator Code:

DB Code:

INTERCONNECTION /SUBSCRIPTION AGREEMENT

This Interconnection/Subscription Agreement (the "Agreement") is entered into on this _____ day of _____, _____ between:

- A. **Sony Pictures Networks India Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 4th Floor, Interface Building No. 7, Off Link Road, Malad West, Mumbai - 400064 (hereinafter referred to as the "Broadcaster" / "SONY" / "SPN" / "SPNI", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns); and
- B. _____,
Company / Partnership Firm / Limited Liability Partnership / Proprietorship Concern/ Individual / HUF/ Society having its registered office as specified in Schedule B (hereinafter referred to as "Operator", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns).

Broadcaster and the Operator may singularly be referred to as a "Party" and together as the "Parties".

WHEREAS:

- A. Broadcaster has the requisite power and authority to enter into this Agreement with the Operator and create the mutual rights and obligations that are contractually binding in nature and legally enforceable at law.
- B. The Operator represents to Broadcaster that it is authorized to re-transmit signals of satellite television channels through its Platform in the Authorized Area(s) and possesses requisite Operator's License in this regard.
- C. The Operator further represents that it has completed and satisfied the requirements under the Interconnection Regulations and is desirous of carrying the Channels on its Platform for re-transmission amongst its Subscribers in the Territory.
- D. Relying upon the Operator's representations, Broadcaster has agreed to grant a non-exclusive license to the Operator to re-transmit the Channels on the Platform strictly subject to and in accordance with the terms and conditions of this Agreement.

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

1. Definitions

The following terms used in this Agreement shall have the meaning as set forth below:

- 1.1 "Active Subscriber" means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system /CAS of the Operator and whose set top box has not been denied signals;
- 1.2 "Affected Channels" shall have a meaning assigned to it in Clause 15.7;
- 1.3 "Affiliate" of a Party shall mean any other person that, either directly or indirectly through one or more intermediate persons, controls, is controlled by or is under common control with such Party. For the purposes of this definition, "Control" means (a) having an ownership of at least 26%; and/or (b) the power to direct and control the management or policies of such Party, whether through the power to appoint majority of the members on the board of directors or similar governing body, through contractual arrangements or otherwise;
- 1.4 "A-la-carte" shall mean offering of the Available Channels individually or standalone basis;
- 1.5 "Anti-Bribery Laws" shall have a meaning assigned to it in Clause 18.13 of this Agreement;
- 1.6 "Anti-Piracy Obligations" shall mean the obligations contained in Clause 9 and Schedule E of this Agreement;
- 1.7 "Applicable Laws" shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and TDSAT;
- 1.8 "Authorised Area(s)" shall mean such geographical area/location of India as indicated in Schedule A;

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- 1.9 **"Available Channel(s)"** shall mean the linear, satellite delivered and advertiser-supported standard definition and high definition television channels owned and/or operated by the Broadcaster and its networks in accordance with the Applicable Laws, which are offered either a-la-carte or in a Bouquet, a list of which is provided in Schedule A ;
- 1.10 **"Average Active Subscriber Base"** means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Schedule D attached to this agreement.
- 1.11 **"BIS"** shall have meaning assigned to it in Clause 11.1(xxii);
- 1.12 **"Bouquet"** shall mean an assortment of distinct Available Channels, offered by the Broadcaster to the Operator together as a group as set out in Schedule A;
- 1.13 **"Cable TV Act"** shall have meaning assigned to it in Recital B;
- 1.14 **"CAM"** shall mean the conditional access module provided by Broadcaster to the Operator required for downlinking and accessing the Channels;
- 1.15 **"CAS" / "CA System"** shall mean the conditional access system maintained by the Operator which: (a) has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; (b) scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels by those not paying for the service; and (c) meets the requirements set out under Schedule E and complies with the terms of this Agreement and Applicable Laws including Interconnection Regulations;
- 1.16 **"Channels"** shall mean the Bouquet of the Available Channels and/or those Available Channels that are selected by the Operator as A la Carte, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule A) consisting of the list of Available Channels and the Bouquet; it being agreed that if any designated box against an Available Channels/Bouquet is left unmarked, it shall be deemed to have not been selected by the Operator for the purposes of this Agreement. For purposes of clarity, the selected Available Channel on an A la Carte basis and/or Bouquet in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which Broadcaster shall grant license to the Operator in accordance with the terms of this Agreement;
- 1.17 **"Channel Marks"** shall mean trade names, trademarks, logos and service marks owned by Broadcaster, the Broadcaster and their Affiliates and rights holders in connection with the Channels and Available Channels;
- 1.18 **"Commercial Subscriber"** means a subscriber who causes the signals of the television channels to be heard or seen by any person for a specific sum of money to be paid by such person. The Broadcaster has filed an appeal before the Honorable Supreme Court of India against the order of Honorable Telecom Disputes Settlement and Appellate Tribunal (TDSAT) in Broadcasting Appeal No. 4 of 2015 (M.A. Nos. 15, 120 & 121 of 2016) and therefore this definition shall be subject to the outcome of the said appeal.
- 1.19 **"CPE"** shall have meaning assigned to it in Clause 3.16 of Schedule E;
- 1.20 **"DAS"** means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the subscriber on the explicit choice and request of such subscriber;
- 1.21 **"Disconnection Notice"** shall mean a written notice of twenty one (21) days from the date of the written notice which is required to be given in accordance with the Applicable Laws by: (a) the Operator to Broadcaster if Operator wishes to disconnect the signal of and stop distribution on its Platform the Channels due to Broadcaster's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) Broadcaster to the Operator if Broadcaster wishes to disconnect the signal of any or all Channels and stop making available the Channels to the Operator due to Operator's breach of this Agreement;
- 1.22 **"Due Date"** shall have meaning assigned to it in Clause 6.1 of this Agreement;
- 1.23 **"Encryption System"** shall have meaning assigned to it in Clause 4.3 and further detailed in Schedule C;
- 1.24 **"EPG"** shall mean electronic programme guide as defined under the Interconnect Regulations;
- 1.25 **"Equipment"** shall mean and include the IRDs, CAMs and the Viewing Cards;
- 1.26 Not used
- 1.27 **"Force Majeure Event"** shall mean any act, cause, contingency or circumstance beyond the control of the Broadcaster, as the case may be, including, without limitation, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, public transportation dispute, satellite failure or transponder failure;

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- 1.28 "**Fingerprinting**" shall have meaning assigned to it in Clause 1.1 of Schedule E;
- 1.29 "**Hardware Form**" shall mean the form as set forth in Schedule C attached hereto;
- 1.30 "**Insertion**" shall have meaning assigned to it under Clause 4.2 (c);
- 1.31 "**Intellectual Property**" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels; and (iii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Channels;
- 1.32 "**Interconnection Regulations**" shall have meaning assigned to it at the beginning of this Agreement;
- 1.33 "**IRDs**" or "**DSRs**" shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels;
- 1.34 "**Maximum Retail Price**" or "**MRP**" with respect to each Channel for the purposes of this Agreement availed on ala carte basis or bouquet basis shall mean the maximum retail price, excluding taxes/cess, payable by a Subscriber of such Subscribed Channel, as set forth in Schedule A;
- 1.35 "**Monthly Subscription Fee**" shall have meaning assigned to it in Clause 5.1 of this Agreement;
- 1.36a "**Operator's License**" shall mean license granted to the Operator by the Ministry of Information and Broadcasting as detailed in Schedule B;
- 1.36 "**OSD**" shall have meaning assigned to it in Clause 11.1 (xii) and further detailed in Schedule E;
- 1.37 "**Piracy**" shall have meaning assigned to it in Clause 9.1 of this Agreement;
- 1.38 "**Piracy Event**" shall have meaning assigned to it in Clause 4 of Schedule E;
- 1.39a. "**Platform**" shall mean, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator's HITS Service, with respect to DTH Operator, such DTH Operator's DTH Service and with respect to IPTV Operator, such IPTV Operator's IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:
- "DTH Operator" shall mean a company that has been granted license by the Central Government to provide DTH Service.*
- "DTH Operator's DTH Service" means distribution of television channel programmes by using a Ku-band direct-to-home satellite transmission system by providing television signals directly to Subscriber's premises without passing through an intermediary such as cable operator or any other distributor of television channels.*
- "HITS Operator" shall mean any person permitted by the Central Government to provide HITS service.*
- "HITS Operator's HITS Service" shall mean re-transmission of signals of television channels to (i) intermediaries like local cable operators or multi system operators by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks.*
- "IPTV Operator" shall mean a person permitted by the Central Government to provide IPTV service.*
- "IPTV Operator's IPTV Service" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.*
- "MSO" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators.*
- "MSO's Digital Addressable Cable Television Network" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the Subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the Subscriber on the explicit choice and request of such Subscriber.*
- 1.39b. "**Primary Market(s)**" shall mean in relation to Subscribed Channel(s), certain Specified States/All India/parts thereof (as the case maybe), which have been denoted as Primary Market(s) as specified in Schedule A1;
- 1.39 "**Provisional Invoice**" shall have meaning assigned to it in Clause 6.3;

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- 1.40 "**Rate**" shall have meaning assigned to it Clause 5.2;
- 1.41 Not used
- 1.42 "**Recorder**" shall mean either a personal video recorder (PVR) or digital video recorder (DVR) which must satisfy the following features:
- (a) Audio-visual content shall not be allowed to be recorded without finger printing and watermark logo of the Platform and such finger printing and watermark logo shall be displayed during payout;
 - (b) Recorded audio-visual content must be encrypted in a secure manner on the Recorder which shall not play on any other devices other than the concerned Recorder;
 - (c) Audio-visual content of a Channel shall not be permitted to get recorded if the concerned subscriber's subscription of such Channel is not active; and
 - (d) Set Top Box provided by the Operator must not allow a Subscriber to install third party application/software on the set top box.
- 1.43 "**RIO**" means reference interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean the reference interconnect offer for DAS;
- 1.44 "**Security Deposit**" shall have a meaning assigned to it in Clause 8.2 of this Agreement;
- 1.45 "**Set Top Box**" or "**STB**" means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form the Channels through an addressable system;
- 1.46 "**Smart Card**" means, in relation to a Subscriber, a card or other device issued by the Operator to Subscriber when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the Operator.
- 1.47 "**SMS**" shall mean the subscriber management system maintained by the Operator in accordance with the Applicable Laws and strictly in accordance with the provisions set out under Schedule E;
- 1.48 "**Subscriber(s)**" shall mean an Active Subscriber(s) in the Authorised Area(s) who receives signals of the Subscribed Channel(s) from the Operator's Platform (directly and/or through its sub-operators known as local cable operators (LCO) who is a person registered under Rule 5 of the Cable Television Networks Rules, 1994) at a place indicated by such Active Subscriber and uses the same for domestic purposes without further transmitting it to any other person, and shall specifically exclude Commercial Subscriber(s). For purposes of clarity, where two or more connections in a private residential household or a private residential unit receive the Channel(s), each such additional connection shall be accounted for and referred to as separate Subscriber under this Agreement;
- 1.49 "**Subscribed Channel(s)**" means the channel(s) from amongst the Channels subscribed and retransmitted by the Operator through the Operator's Platform, as are specifically identified by the Operator by assigning tick marks (v) against such channel(s) from amongst the listed Channels in Schedule A attached to this agreement;
- 1.50 "**Subscriber Report**" shall have meaning assigned to it in Clause 6.3;
- 1.51 "**Suspended Channels**" shall have meaning assigned to it in Clause 15.10;
- 1.52 "**Technical Audit**" shall have meaning assigned to it in Clause 9.2;
- 1.53 "**Term**" shall mean such time period as specified in Schedule A provided that it shall be for a minimum period of 1 (one) year or such extended term as may be mutually agreed between the Parties in writing, unless terminated earlier in accordance with the provisions contained herein after;
- 1.54 "**TRAI**" shall mean Telecom Regulatory Authority of India;
- 1.55 "**TDSAT**" shall mean Telecom Disputes Settlement and Appellate Tribunal;
- 1.56 "**Validation Form**" shall mean Validation Form set forth in Schedule A;
- 1.57 "**Viewing Card**" or "**VC**" shall mean the smart card provided by Broadcaster to the Operator to be used together with the IRD in order for the Operator to access and decode the signals of the respective Channels; and
- 1.58 "**Withheld Programs**" shall have meaning assigned to it in Clause 4.6(d).

2. Rules of Interpretation

Unless the context of this Agreement otherwise requires:

- 2.1 the Schedules shall form an integral part of this Agreement;
- 2.2 the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;

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- 2.3 words using the singular or plural number also include the plural or singular number, respectively;
- 2.4 words of any gender are deemed to include the other gender;
- 2.5 the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;
- 2.6 the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
- 2.7 any reference to a "person" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 2.8 if a period of time is specified and it dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;
- 2.9 if a Party must do something on a given day, the Party must do it by 6:00 pm on that day (unless this Agreement expressly states otherwise). If a Party does the thing after 6.00pm on a day the Party shall be treated as not having done it until the next day save and except where a Party has done something by sending an email to the other Party;
- 2.10 a reference to "writing" includes email, except as expressly provided otherwise;
- 2.11 reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time;
- 2.12 the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases;
- 2.13 the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings; and
- 2.14 All other words and expressions used in this Agreement not defined herein, and defined in the Act and rules and regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

3. Grant of Rights

- 3.1a. The Operator shall request for the signals of Channels of the Broadcaster by filling in an Application Form in the format provided in Schedule B1 hereto.
- 3.1 Subject to the payment of Subscription Fee and strict compliance of the terms of this Agreement by the Operator, Broadcaster hereby grants to the Operator a non-exclusive license and right during the Term and in the Authorized Area, and the Operator accepts the said license, right and obligation, to distribute, carry and retransmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis.
- 3.2 Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by Broadcaster to the Operator under this Agreement:
 - (a) shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Operator to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;
 - (b) is limited to the re-transmission of the Channels on "as is" basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;
 - (c) shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;
 - (d) shall exclude time shifting of the programming of the Channels; and
 - (e) shall exclude the multiplexing of the Channels.
- 3.3 All other rights and means of distribution not specifically and expressly granted to Operator are expressly excluded and reserved by the Broadcaster.
- 3.4 The Operator is not authorised to sub-license the rights and license granted hereunder to any third party or any person (including its Affiliates) without prior written approval of Broadcaster.
- 3.5 The Operator understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Operator submitting with Broadcaster the information and documents specified in Schedule B at the time of submitting the signed copy of this Agreement.
- 3.6 Notwithstanding anything contained herein and to the extent permitted under the extant laws and regulations, Broadcaster shall, during the Term, have the right to: (a) discontinue any Available Channel comprising of the Available Channels or Bouquet comprising of the Available Channels; and (b) modify any existing Bouquet of the Available Channels by adding new channels that may be launched by Broadcaster or by removing any Available Channel from a Bouquet; and (c) launch new channels and/or bouquets comprising of the Available Channels. The Parties agree that the Subscription Fee payable by the Operator to Broadcaster may vary in the event of launch of a new channel.

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4. Delivery and Security

Conditions of Distribution

4.1 The Operator hereby agrees, covenants and warrants that it shall re-transmit and distribute the Channels to the Subscribers strictly in accordance with the following terms:

- (a) the signals of all the Channels must be delivered by the Operator to Subscribers in a securely encrypted manner on its Platform in linear mode using such technology which shall meet the requirements of Schedule E at all times during the Term.
- (b) the transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the signals of the Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same *genre* of the Channels on the Platform;
- (c) the Operator shall maintain first-class signal transmission quality of the Channels for distribution to the Subscribers in accordance with the highest international industry standards and Applicable Laws;
- (d) the Operator agrees that it shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute of such Channel;
- (e) the Operator shall further make available the Channels to the Subscribers on 24/7/365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to any of the Channel(s) in accordance with the Applicable Laws;
- (f) the Operator shall not use any interactive technology or other interferences (such as red button) or redirect traffic from the Channels in any manner, whether for content or for promotion, without express permission from Broadcaster;
- (g) the Operator undertakes and covenants that it shall not compel its Subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all of the Channels;
- (h) the Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a channel- by-channel and decoder-by-decoder basis;
- (i) the Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense; and
- (j) the Set Top Boxes and their installed content protection systems, shall prohibit the use of digital outputs.
- (k) The Operator shall not distribute the Subscribed Channels to any Commercial Subscribers.

4.2 No alteration of signals

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

Encryption System and Technical Specifications

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

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Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), and its version changes and upgrades during the Term shall be immediately intimated in writing to Broadcaster.

Availability of Channels on the Platform

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

Acknowledgements by the Operator

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

4.7 Offering of Channels

- (a) The Operator shall offer the Channels to the Subscribers either on Ala-carte basis or part of a Bouquet comprising the Channels. The Operator shall not make any limited period or event based offering or exhibition of any Channels to the Subscribers.
- (b) The Operator shall package the Channels as per the Applicable Laws. In any event, the Operator represents, warrants and undertakes that:
 - i. the packaging of the Channels will not be disadvantaged or discriminated vis-a-vis the other channels of the same genre or include the Channels in any package or tier that contains any channel with obscene content or with any channel offering gambling services or promoting gambling or betting. The Operator shall serve the Broadcaster with prior written intimation of its intention to package/repackage/launch a new package (promotional or otherwise); and
 - ii. it shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel offered by it as part of a Bouquet for a period of six (6) months from the date of availing such Bouquet by a Subscriber or such other longer period for which the subscription charges have been paid by the Subscriber in advance. The Operator further agrees that once the Channel(s) has been included in the Bouquet offered by the Operator on its Platform, said Channel shall not be selectively switched off or taken off air by the Operator unless all other channels forming part of such Bouquet are switched off or taken off air by the Operator. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement.

Broadcaster initial here:

Operator initial here:

4.8 EPG

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

- (a) shall declare the genre of its channels and such genre shall be either 'Devotional' or 'General Entertainment' or 'Infotainment' or 'Kids' or 'Movies' or 'Music' or 'News and Current Affairs' or 'Sports' or 'Miscellaneous';
- (b) shall place all the Channels in the EPG, in such a way that the television channels of same genre, as declared by the broadcasters, are placed together consecutively and one channel shall appear at one place only;
- (c) shall place together all television channels of same language within the same genre in the EPG;
- (d) shall assign a unique number for each television channels available on its Platform; and
- (e) the channel number once assigned to a particular television channel shall not be altered by the Operator for a period of at least one year from the date of such assignment;

4.9 Logical Channel Numbering (LCN)

The Operator hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing channels on a genre basis while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Operator's Platform;

5. Calculation of Subscription Fee and payment terms

5.1 Subscription Fee:

- a) Broadcaster is offering its standard definition and high definition Channels on an A-la-carte basis and in a Bouquet. The Operator shall select the Channels on an A-la-carte basis and/or opt for a Bouquet. The "**Rate**" shall mean either the MRP A-la-carte rate per applicable Channel per subscriber per month ("MRP of A-la-carte") or the MRP rate of the Bouquet per subscriber per month ("MRP of Bouquet") (as the case may be) as is set out in the Validation Form.
Should the Operator select the Bouquet of the Available Channels, the Operator shall be eligible for the discount scheme of the Broadcaster, provided the Operator, at the time of signing the Agreement, specifically selects one of the various options of the discount scheme which are explained and elaborated in **Schedule A-1 ("Discount Scheme")**. For purposes of clarity, the Discount Scheme must be selected by the Operator at the time of signing of the Agreement failing which the Operator shall not be eligible for any discount(s) under the Discount Scheme.

For avoidance of doubt, it is hereby clarified that the Discount Scheme(s) is optional and the Operator is under no obligation to opt for any of the Discount Scheme(s) to avail the Broadcaster's Channel(s). In the event the Operator chooses to opt for / avail any of the Discount Scheme(s) as mentioned in **Schedule A 1**, the Operator will have to comply with the all the conditions stipulated in the respective Discount Scheme(s).

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

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

5.2 Calculation of Subscription Fee

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

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

Broadcaster initial here:

Operator initial here:

Illustration:

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

MRP of SET channel = Rs. 19.0

Less: Distribution Margin (20% of MRP as mandated by the Interconnection Regulations) = Rs. 3.80

Operator Rate payable to the Broadcaster= Rs. 15.20

Monthly Average Active Subscriber Level

for SET channel reported by Operator = 10,000 subscribers

Subscription Fee for SET channel

for that month = Rs. 15.20 x 10,000 = Rs. 1,52,000

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

- (ii) If the Operator does not offer such opted A-la-Carte Channel(s) on A-la-Carte basis to its subscriber but offers the A-la-Carte Channel(s) in packages of the Operator, then the Subscription Fee for each of the A-la-Carte Channels availed by the Operator, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte Channel(s) has been placed multiplied by Operator Rate of each channel(s).

Illustration:

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

MRP of SET channel = Rs. 19

Less: Distribution Margin (20% of MRP as mandated by the Interconnection Regulations) = Rs. 3.80

Operator Rate payable to the Broadcaster= Rs. 15.20

Monthly Average Active Subscriber Level

for Package X reported by Operator = 10,000 subscribers

Subscription Fee for SET channel

for that month = Rs. 15.20 x 10,000 = Rs. 1,52,000

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

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

Illustration:

If Operator has opted for **Bouquet 1 – Sony Silver Pack (SPN000SILVER)** and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for Bouquet 1 – Sony Silver Pack (SPN000SILVER) then the Subscription Fee payable by the Operator for that particular month will be calculated as under:

MRP of Bouquet 1 – Sony Silver Pack (SPN000SILVER) = Rs. 31

Less: Distribution Margin (20% of MRP as mandated by the Interconnection Regulations) = Rs. 6.2

Operator Rate payable to the Broadcaster = Rs. 24.8

Monthly Average Active Subscriber Level

for Bouquet 1 – Sony Silver Pack (SPN000SILVER) reported by Operator = 10,000 subscribers

Subscription Fee for **Bouquet 1 – Sony Silver Pack (SPN000SILVER)**

for that month = Rs. 24.8 x 10,000

= Rs. 2,48,000/-

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

- (i) For the channels opted on A-la-Carte basis, the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 5.21.(a)(i) above.
- (ii) For Bouquet(s), the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 5.21.(b) (i) above.

The Rate detailed in the Validation Form is exclusive of all taxes and levies and subject to such other terms as are specified in the Validation Form. Broadcaster reserves the right to revise the Rate at any point in time during the Term. The Operator acknowledges that the Rate of the Channels are subject to revision by the Broadcaster in compliance with the Applicable Laws. In the event the Rate of any of the Channel(s) is revised, such revision in the Rate will be notified and published by the Broadcaster on its website and the same shall take effect in accordance with the Interconnection Regulations.

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Operator initial here:

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

Broadcaster initial here:

Operator initial here:

6. Payment Terms

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

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

- 6.4 All Monthly Subscription Fee payments hereunder are exclusive of all applicable indirect taxes including but not limited to GST. All such taxes shall be at the Operator's cost and will be charged at the prevailing rates by Broadcaster to the Operator.
- 6.5 The Operator shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the Operator or its JVs from the Broadcaster.
- 6.8 In the event the Operator has opted for any of the Discount Scheme(s) and is eligible for any of the discount(s) as mentioned in this Agreement, in such a scenario, the Operator shall raise the requisite invoice with applicable GST on the Broadcaster for such discount amount(s) and the same shall be subject to withholding taxes as per applicable laws. If the Broadcaster finds discrepancies in the invoice(s) raised by the Operator, the Broadcaster shall have the right to reject such invoice(s) and shall communicate the correct discount amount that the Operator is entitled to. The Operator shall thereafter furnish the correct invoice(s) immediately to the Broadcaster. Notwithstanding anything to the contrary contained herein, the Broadcaster shall at its sole option have the right to adjust the amount payable against such invoice(s) from the outstanding Subscription Fee(s) payable by the Operator to the Broadcaster.

Operator shall issue tax invoice in the format and containing all information required to be mentioned therein under provisions of law currently applicable or introduced in future. Broadcaster will not be liable to pay any taxes if the same is not charged in the appropriate manner on the invoice issued under this Agreement. Further, Operator undertakes to pay taxes charged and collected from Broadcaster to the credit of appropriate Government and also comply with other provision related to reporting of such taxes in appropriate form and time as per applicable provision of law. If at any time credit for taxes charged and collected by Operator is denied to Broadcaster or payment of taxes is sought from Broadcaster due to, but not limited to, issuance of deficient invoice or default in payment of taxes or non-compliance of applicable laws and regulations by Operator, Operator shall indemnify Broadcaster against any such denied credits or taxes recovered as well as any interest and penalties imposed on Broadcaster in this regard.

7. Subscriber Reports

- 7.1 The Operator shall maintain, at its own cost, SMS which shall be fully integrated with the CAS. The Operator warrants that any activation or de-activation of a Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.
- 7.2 The Operator shall provide to Broadcaster complete and accurate number of Subscribers of the Channels in the Subscriber Reports and the tier and/or package in which the Channels are included within seven (7) days from the end of each month in the format provided by Broadcaster enclosed herewith as **Schedule D** together with such other information as Broadcaster may require for determining the Monthly Average Active Subscriber Level and the Monthly Subscription Fee.

Broadcaster initial here:

Operator initial here:

- 7.3 The Subscriber Reports provided by the Operator to Broadcaster in accordance with Clause 7.2 shall be system generated only through SMS and must be in a 'pre-defined read only format' such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included) and the Monthly Subscription Fees payable to Broadcaster.
- 7.4 The Subscriber Reports shall be signed and attested by an authorized officer of the Operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct. The Operator acknowledges that submission of the Subscriber Report in accordance with the provisions hereof is material to Broadcaster.
- 7.5 The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports submitted by the Operator, and (ii) the payments due to Broadcaster hereunder.

8. Equipment

8.1 Procurement of Equipment

- (a) IRDs used for decoding the signals of the Channels, details of which are specified in the Hardware Form, is either provided by Broadcaster to the Operator or procured by the Operator directly from the market at its own cost. The Viewing Cards for the IRD shall always be provided by Broadcaster to the Operator and shall at all times remain the property of the Broadcaster or Broadcaster.
- (b) Where the IRD is procured by the Operator directly on its own from the market, Operator shall ensure that the same meets the technical and other parameters as may be notified by Broadcaster. The Operator shall at all times be responsible for proper functioning, repairs, replacement or maintenance of such procured IRDs.
- (c) In the event the Operator requests in writing, Broadcaster may supply or cause to supply the Equipment in accordance with the current policy of Broadcaster. Broadcaster may in its sole discretion require the Operator to make the following payments against delivery of the Equipment:
 - i) Processing Fee: Broadcaster may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Channel as per Broadcaster policy.
 - ii) Replacement Fee: In case the Operator requires replacement of defective Equipment, the Operator shall pay a non-refundable service charge per IRD or per VC, as the case may be, for one-time replacement. The service charge amount shall be intimated by Broadcaster based on the nature of defect in the IRD or VC as the case may be.
 - iii) Courier/Taxes: The Operator shall pay the courier charges, taxes and other applicable levies and transportation charges for the Equipment.
- (d) It is expressly agreed between the Parties that if within fifteen (15) days from the date of dispatch of the Equipment to the Operator by Broadcaster, the Operator does not intimate Broadcaster the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

8.2 Equipment provided by Broadcaster to the Operator, shall at all times remain the property of the Broadcaster, and not of the Operator. Broadcaster may require the Operator to pay a refundable security deposit (the "**Security Deposit**") before Broadcaster delivers the Equipment to the Operator. Upon the return of the Equipment to Broadcaster by the Operator, Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the Equipment, which shall be determined by Broadcaster at its sole discretion. Further, in the event, the Operator fails to return the Equipment to Broadcaster, the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD to Broadcaster for the period during which the default continues.

8.3 Broadcaster makes no representation or warranty as to the capabilities of the Equipment provided by it to the Operator and the Equipment shall be provided on "as is where is" basis. Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such Equipment. However, in the event such Equipment require repair or replacement, the Operator may send a written request to Broadcaster and Broadcaster shall endeavor to have the Equipment repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All Equipment provided by Broadcaster to the Operator shall be returned to the Broadcaster as directed by Broadcaster immediately upon expiry or prior termination of the Agreement.

8.4 The Operator undertakes and covenants that each Equipment provided by Broadcaster to the Operator:

- (a) shall be kept at a secure location approved by Broadcaster in writing and the same shall not be moved from the installation address as specified in Hardware Form. The Operator grants Broadcaster the right at any time to enter the installation address to verify the presence of, and to inspect and test, each Equipment at the installation address. In the event any Equipment is missing, Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover such Equipment. Further, in the event any Equipment is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator shall immediately inform Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The

Broadcaster initial here:

Operator initial here:

Operator shall also immediately initiate all steps that may be possible for the recovery of such Equipment, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the Equipment shall be borne solely by the Operator. In case such Equipment is not recovered, the Security Deposit shall be transferred to the Broadcaster in lieu of such Equipment and the Operator agrees that the Broadcaster shall be free to recover the balance costs, if any, of such Equipment from the Operator;

- (b) is not opened, tampered with or reverse engineered in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of the Operator, Broadcaster may suspend the delivery of the Channels (after complying with the Applicable Laws) without any liability and the delivery of the Channels will be restored only at Broadcaster's discretion and subject to Operator paying a non-refundable reactivation fee of Rs. 5000/- (Rupees five thousand only) per Channel or higher as per the existing policies of Broadcaster for each such event of suspension. The Operator acknowledges that the reactivation fee is not a penalty but a reasonable cost to be incurred by Broadcaster for the restoration of the Channels after suspension. If the seal of the IRD is found to be broken, the Broadcaster may take back possession of the IRD and forfeit the Security Deposit of the Operator. Further, the Broadcaster shall be free to recover the balance cost, if any, of such IRD from the Operator if the Security Deposit does not cover the cost of such IRD. The Operator agrees to use the Equipment only in accordance with the technical specifications established by the manufacturer of the Equipment;
 - (c) is not sold, assigned, pledged or otherwise transferred to any third party;
 - (d) in the event the Operator merges or amalgamates with another entity or ceases to operate its Platform, the Equipment supplied by Broadcaster to the Operator shall be returned forthwith to Broadcaster; and
 - (e) the Operator may be required to purchase from Broadcaster approved vendors the IRDs that shall be in compliance with the Technical Specifications or, depending on availability, Broadcaster may provide on loan to the Operator such IRDs subject to payment of activation fee and annual maintenance fee, as applicable, at the sole discretion of Broadcaster.
- 8.5 The Operator understands that mere possession of the Equipment and making all payments relating to it does not guarantee access to the Channels, if the remaining clauses of the Agreement are not adhered to.
- 8.6 In the event the Operator fails to pay the Monthly Subscription Fees and/or upon expiry or termination of the Agreement, Broadcaster shall be entitled to take back the possession of the Equipment from the Operator and deactivate the Viewing Cards.
- 8.7 In order to recover possession of the Equipment from the Operator, the Operator shall ensure that the authorized personnel of Broadcaster are provided with unobstructed access to the premises of the Operator where the Equipment are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of Broadcaster visit the premises during normal office hours.

9. Anti-Piracy

- 9.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "**Piracy**"), the Operator shall, prior to the commencement of the Term and at all times during the Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the Platform and conditional access delivery and content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures (hereinafter collectively referred to the "**Security Systems**") as may be specified in a non-discriminatory manner hereunder or in writing, from time to time, by Broadcaster.
- 9.2 To ensure the Operator's ongoing compliance with the security requirements as set out in this Agreement, Broadcaster may require technical audits ("**Technical Audit**") to be conducted by security technology auditor, at Broadcaster's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Operator or Broadcaster, then Operator shall work with Broadcaster in resolving this issue in the next fourteen (14) business days. Operator shall, if required, forthwith resort to appropriate remedial measures, by way of adopting appropriate state of the art or next generation technology that shall improve the accuracy and efficacy of the Security Systems. If a solution is not reached to Broadcaster's satisfaction by the end of said 14 days then, Broadcaster may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to Broadcaster's satisfaction.
- 9.3 For every Technical Audit referred to above, Operator shall make available all the data, records, systems information and details for inspection and audit by Broadcaster or representatives, auditors designated by Broadcaster on reasonable notice to the Operator, during normal business hours during the term of the Agreement and for 1 (one) year after the termination of this Agreement. Provided further that neither Broadcaster's acceptance of any such information nor payment for any deficiency or Broadcaster's inspection or audit of the Operator's records or accounts shall prevent Broadcaster from later disputing the accuracy or completeness of any payment made or information supplied by the Operator. Broadcaster and its representatives shall be entitled to visit all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such inspection and audit. The Operator undertakes to provide and cause to provide access to all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such inspection and audit by Broadcaster or its representatives.

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Operator initial here:

- 9.4 The Operator shall deploy finger printing mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed/transmitted through its Platform at least once every 10 minutes on 24 x 7 x 365(6) basis.
- 9.5 The Operator shall comply with all content protection measures that may be specified by Broadcaster from time to time and shall report compliance to Broadcaster in a timely manner as may be required and specified by Broadcaster. The Operator shall also allow Broadcaster full access to systems and controls for Broadcaster to be satisfied that the Operator is fully compliant with such content protection measures as may be specified by Broadcaster in this regard.
- 9.6 The Operator shall not allow unauthorized taping or receipt of the Channels. The Operator shall not authorize, cause or suffer any portion of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for linear distribution by Operator at the time the Channel(s) is made available. The Operator shall not authorize or permit the exhibition of the Channel(s) or any portion of the Channel(s) at any place where admission for exhibition of the Channel(s) is charged i.e. any place defined to form a part of the "Commercial Establishments" as defined in clause 1.14. The Operator shall not authorize or permit infringement of any copyrighted material exhibited on the Channel(s), or use the rights granted to it under this Agreement for any unlawful purpose.
- 9.7 If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channel(s) for any other purpose, the Operator shall immediately notify Broadcaster and the Operator shall switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a set top box with the Recorder facility which has been supplied to the Subscribers by the Operator shall not be treated as unauthorized use; provided (a) such Recorder facility in the STB complies with the terms of this Agreement; (b) such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber, (c) the Subscriber uses it strictly for non-commercial use and personal consumption.
- 9.8 If so instructed by Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized Subscriber indulging in Piracy, within ten minutes from the time it receives such instruction from Broadcaster. Any communication under this Clause shall be considered as valid information only if the information is sent through official e-mail of a designated officer of Broadcaster. However, such foregoing information may even be provided by Broadcaster representatives through other means of communications such as telephonic message, fax, etc. and the said information shall later be confirmed by Broadcaster through e mail and the Operator shall be under an obligation to act upon such information relating to Piracy and switch off the concerned STB.
- 9.9 In such instances where the Operator is the only party that is allowed to initiate legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the Operator agrees to grant necessary rights to Broadcaster to initiate legal action. In the event Broadcaster cannot initiate such legal action, against an unauthorized party, for want of locus standi, the Operator agrees to initiate the same. In all cases where legal action is initiated by Broadcaster, the Operator agrees to provide Broadcaster with all the necessary/required assistance.
- 9.10 In addition to the above, the Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule E.

10. Audit and Subscriber Management System

- 10.1 The Operator shall once in a calendar year cause audit of its subscriber management system (SMS), conditional access system (CAS) and other related systems by an auditor as contemplated under the TRAI Regulations to confirm inter alia whether their SMS and CAS are in compliance with the TRAI Regulations and also to verify and confirm whether the monthly Subscriber Reports made available by the Operator to broadcasters are complete, true and correct, and issue an audit report to this effect to Broadcaster. The Operator shall obtain a certificate from such auditor that the Operator's digital addressable systems meets the requirements specified under the TRAI Regulations.
- 10.2 In the event, Broadcaster is not satisfied with the report received by the Operator under clause 10.1 of this Agreement, Broadcaster's representatives shall have the right to review and/or audit the SMS, CAS, other related systems and records of SMS and CAS of the Operator relating to the Channels for the purpose of verifying the amounts payable to Broadcaster under the Agreement once in a year, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. The scope of the said audit will be as defined in Schedule F to this Agreement. If such review and or audit reveals that additional fees are payable to Broadcaster, then after measurement of such incremental Fees (which should be done by Broadcaster by 10th day from the end of review/audit), Broadcaster shall raise invoice on the Operator for payment of differential Fees. Further such date of determination shall be deemed to be the completion of event for the differential Fees to be paid by the Operator. The Operator shall immediately pay such fees, as increased by the late payment interest rate, failing which Broadcaster may, notwithstanding anything contained elsewhere in the Agreement, suspend any of the Channel or terminate this Agreement, by giving such notice to Operator as is required under applicable TRAI regulations, without prejudice to Broadcaster's right to claim the additional fees. If any fees due for any period exceed the fees reported by the Operator to be due for such period, by two (2) percent or more, the Operator shall pay all of Broadcaster's costs incurred in connection with such review and/or audit, and take any necessary actions to avoid such errors in the future. At the end of each of these audits, the Operator shall provide Broadcaster with a current date channel-wise (Bouquet/A-la-carte) subscriber report from its SMS, certified by its SMS manufacturer/vendor.
- 10.3 The Operator shall maintain at its own expense the SMS, capable of, at a minimum:
 - i. maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;

Broadcaster initial here:

Operator initial here:

- ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an IT enabled infrastructure whereby Subscriber contracts are collected, returned and recorded in the SMS database for ongoing administration;
- iii. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
- iv. administering payments of any commission fees from time to time payable to the Operator's authorised agents for the sale to Subscribers of programming packages;
- v. obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion; and
- vi. that will enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers.

11. Representations and Warranties

11.1 The Operator represents, covenants, warrants and undertakes to Broadcaster as follows:

- i. it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder;
- ii. by executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party;
- iii. it has the appropriate net worth necessary infrastructure including office, support staff and the equipment for running the Platform smoothly and efficiently and discharging its entire obligations under this Agreement;
- iv. it shall abide by the Applicable Laws including Cable TV Act and Interconnection Regulations;
- v. it shall duly inform Broadcaster in the event of any changes or termination in its registration;
- vi. the STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs and their installed CAS microchip used by the Subscribers shall prohibit use of digital outputs;
- vii. it shall provide the accurate Subscriber Reports and pay the Monthly Subscription Fees on the Due Dates, together with applicable taxes;
- viii. it shall not retransmit the Channels via any medium other than the Operator's Platform;
- ix. it shall provide Broadcaster with 10 STBs for which Broadcaster shall pay applicable charges authorized for every Channel distributed by the Operator for monitoring the anti-Piracy;
- x. it shall not distribute the Channels to any Commercial Establishments for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Establishments;
- xi. it shall maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster of any degradation to signal of any of the Channels;
- xii. it shall ensure that EPG functionality, user interface and on screen display ("OSD") appears at the Subscriber's option provided such interface appears at the bottom part of the screen and does not cover more than 10 % of the television screen size and does not obscure the program on the Channel;
- xiii. it undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channels;
- xiv. it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease;
- xv. the content stored in the PVR or DVR shall always be encrypted and shall not be capable of transfer to and/or play on other devices;
- xvi. it shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Channels;
- xvii. it shall not discourage in any manner whatsoever the Subscribers and/or general public at large from not subscribing to the Channel(s) and/or it shall not engage in any kind of negative marketing/advertising/running scrolls that may discourage the Subscribers and/or general public at large from subscribing the Channel(s);

Broadcaster initial here:

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- xviii. it shall not modify, misuse or tamper with the Equipment including the seal (paper or holographic seal to prevent opening of the Equipment) or any signals emanating therefrom in a manner that prevents the correct identification of the Equipment by their original identification code or interferes with the signals emanating therefrom;
- xix. it shall keep the Equipment in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in the Equipment;
- xx. it undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify Broadcaster against any default or non-payments in this regard;
- xxi. upon expiry/termination of the Agreement, it shall return to Broadcaster the Equipment in good working condition and pay to Broadcaster all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination;
- xxii. it further ensures that the Channels shall only be activated through the digital addressable STB which meets the specifications prescribed by Bureau of Indian Standards ("**BIS**"); and
- xxiii. once the Channels are included in a Bouquet, the Operator shall not stop exhibition of the Channels without strictly following the procedure prescribed for changing the composition of the Bouquet under the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 and shall also be under a legal obligation to comply with the conditions stipulated in the Discount Scheme opted by the Operator (if any);
- xxiv. it shall comply and remain fully compliant with the terms of this Agreement at all times during the Term; and
- xxv. it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees as stipulated by TRAI, as a precondition to receive the signals of the Broadcaster.

11.2 Other Obligations of the Operator

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

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

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

- b. The Operator shall not offer limited period exhibition of any Channel(s) to Subscribers.
- c. The Operator shall not distribute the Channels outside the Authorised Area through any other mode without the express written consent/agreement of the Broadcaster.
- d. The Operator shall display name and maximum retail price of all the Channels opted by the Operator in its electronic programme guide.
- e. Any agreement entered into by the Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and Operator shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.
- f. The Operator shall offer to all Subscribers the bouquet(s) of the Channels offered by Broadcaster for which interconnection agreement has been signed with the Broadcaster, without any alteration in composition of the bouquet(s). In case, the Operator opts for certain bouquet(s) but does not carry all the channels constituted in the bouquet, then the Operator shall be liable to pay for the Channels on an ala-carte basis.
- g. The Operator shall make the payment of Subscription Fee irrespective of the Operator's collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCOs/Subscribers in a timely manner, the Operator shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.

Broadcaster initial here:

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- h. The Operator undertakes that it shall ensure and cause its Affiliates/LCOs who would be transmitting the signals of the Channels to the subscriber to comply with the terms of this Agreement and the requisite TRAI Regulations. The Operator acknowledges that in case of breach of this undertaking the Broadcaster shall be entitled to switch off the signals of the Channels. The Operator shall also provide details of such Affiliates/LCOs and keep the Broadcaster updated in this regard from time to time.
- i. In case the Operator operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the Operator to the Broadcaster in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.
- j. The Operator acknowledges that this Agreement does not confer upon the Operator, right to distribute the Broadcaster's Channels in any manner to any Commercial Subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of the Broadcaster's Channels

12. Intellectual Property

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

13. Advertising/ Marketing/Promotion

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

Broadcaster initial here:

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in promotions via cutouts, banners or hoardings displaying any brand names or logos or trademarks of any such event; and

- iii. obscure the viewing of any Channel by inserting any form of graphics, pop ups, aston bands, scrolls, squeezers, pre-rolls, post rolls, logos, brand names, virtual advertising, etc.

14. Term

- 14.1 Unless terminated in accordance with the terms hereof, this Agreement shall be valid only for the duration of the Term.
- 14.2 The Term may be extended on terms and conditions to be mutually agreed and recorded in writing by and between the Parties either by way of an addendum to this Agreement or under a new agreement.
- 14.3 The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. SONY will send a written notice to the Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement.

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

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

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

15. Termination and Suspension

- 15.1 Subject to applicable Law, either Party shall have a right to terminate the Agreement forthwith by providing a prior Disconnection Notice to the other Party in the event of:
 - i. any material breach of the Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so;
 - ii. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party or admission of any winding up petition against the other Party; or
 - iii. The Operator's License or any other material license necessary for the Operator to operate its Platform being revoked at any time other than due to the fault of the Operator.
- 15.2 Broadcaster shall have the right in its sole discretion to forthwith suspend the delivery of Channels and/or forthwith to terminate the Agreement by providing a prior disconnection notice to the Operator in any of the following events:
 - i. revocation, termination or suspension of the Operator's License or any other material license necessary for Operator to operate its Platform;
 - ii. any material breach of the Agreement which in Broadcaster's sole opinion is not capable of a remedy;
 - iii. any breach of the Agreement which, if capable of a remedy, is not remedied by the Operator to the satisfaction of Broadcaster during the period of Disconnection Notice;
 - iv. If Operator fails to make payment of the Monthly Subscription Fees on or before the Due Date; or
 - v. If there is change in the ownership, management or control of the Operator which is not pre-approved by Broadcaster.
- 15.3 The Operator shall have the right to terminate the Agreement if the Operator discontinues its business and provides at least 90 (ninety) days prior written notice.
- 15.4 Broadcaster shall have the right to disconnect the Channels provided to the Operator at any time by giving a prior written notice of 90 (ninety) to the Operator in the event that Broadcaster discontinues all the Channels with respect to all the distributors within the Authorized Area.
- 15.5 Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator if the Operator breaches any of the Anti-Piracy Obligations and fails to cure such breach within ten (10) days of being required in writing to do so.
- 15.6 In the event the Applicable Laws are amended during the subsistence of this Agreement in a manner to remove the period for which the Disconnection Notice needs to remain valid before the signal of any or all of the Channels are switched off and accordingly the Agreement can be partially or wholly terminated respectively by Broadcaster, the remedy period for Operator's breach in Clause 15.2 (iii) shall be such period as may be prescribed by Broadcaster in its Disconnection Notice to the Operator.
- 15.7 In the event Broadcaster discontinues one or more Channels (but not all the Channels that are subject matter of this Agreement) with respect to all operators in the Area ("**Affected Channels**"), then Broadcaster shall have a right to partially terminate this Agreement in respect of the Affected Channels by providing a prior Disconnection Notice for the Affected Channels.

Broadcaster initial here:

Operator initial here:

- 15.8 Upon expiry or termination of this Agreement for any reason:
- i. each Party shall return to the other Party the Confidential Information or destroy the Confidential Information if a Party possessing the Confidential Information is advised so by the other Party;
 - ii. the Operator shall return the Equipment supplied by Broadcaster in accordance with the terms of this Agreement; and
 - iii. the Operator shall cease to make any representations that it is associated with Broadcaster or the Channels.
- 15.9 Termination or expiry of this Agreement will not affect the Operator's obligations that are meant to survive the expiry of termination of this Agreement including the payment of the Monthly Subscription Fees payable under this Agreement. For purposes of clarity, where the Agreement is terminated in accordance with the provisions hereof the Monthly Subscription Fees shall be payable until the effective date of termination.
- 15.10 Pursuant to Clause 15.2 of this Agreement and without derogating in any manner the right of Broadcaster to terminate this Agreement, where Broadcaster opts to suspend this Agreement partially in respect of certain specified Channels ("**Suspended Channels**") or whole of this Agreement in respect of all the Channels, then Broadcaster shall have a right, in addition to all the other rights and remedies available to Broadcaster in law, contract or equity, to claim the Monthly Subscription Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by Broadcaster through and until the Agreement is either reinstated or terminated by Broadcaster.
- 15.11 It is agreed and acknowledged by the Operator that if Broadcaster chooses to terminate the Agreement in its entirety or partially in respect of certain Suspended Channels due to the Operator having failed to remedy the breach notified by Broadcaster pursuant to Clause 15.2 due to which Broadcaster had suspended the Agreement, Broadcaster may not be required to provide a fresh Disconnection Notice if it is not required by the Applicable Laws.

16. Indemnification; Limitation of Liability

- 16.1 The Operator shall indemnify and hold Broadcaster and its respective officers, directors, employees, agents and Affiliates, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of: (a) the breach of any representation, warranty, covenant or undertaking made by the Operator hereunder or any other obligation of the Operator arising out of this Agreement; and (b) any third party claims that are brought against the Broadcaster which arise due to breach of any terms of this Agreement or misrepresentation by the Operator or breach of a covenant, undertaking or warranty by the Operator. Broadcaster shall notify the Operator in writing of the claim or action for which such indemnity applies.
- 16.2 Broadcaster shall not be liable to the Operator, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.
- 16.3 The aggregate liability of Broadcaster and its Affiliates to the Operator for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly Subscription Fee for the last month actually paid by the Operator to Broadcaster under this Agreement.

17. Governing Law and Jurisdiction

The governing law shall be Indian law. TDSAT shall have the exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of the Agreement.

18. Miscellaneous


18.1 Entire agreement and binding effect


From the Effective Date, this Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior reference interconnect offer, interconnection / subscription agreements, understandings, minutes of meetings, oral or written, with respect thereto. Subject to the terms and conditions hereof, this Agreement is binding upon and will inure to the benefit of the parties and their respective successors.

The Operator acknowledges that this Agreement is without prejudice and subject to the outcome of the order(s) of the High Court of Delhi in WP(C) No. 4091 of 2017 and WP(C) No. 4135 of 2017. The Broadcaster reserves the right to modify/terminate this Agreement, subject to the outcome of the said appeal/writ petition.

18.2 Force Majeure

- i. If on account of a Force Majeure Event, either party cannot perform its obligations for more than forty-five (45) days, then either Party shall be entitled to terminate this Agreement forthwith or by providing a notice of as many days as may be prescribed under

Broadcaster initial here:


Operator initial here:


the Agreement.

- ii. The Party suffering the Force Majeure Event must promptly notify to the other Party in writing (that is within 48 hours) the nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.
- iii. Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 19.2, neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Monthly Subscription Fee shall accrue and be payable by the Operator subject to the Force Majeure Event for the period during which the Force Majeure Event continues and/or until the Agreement is terminated by Broadcaster hereunder.

18.3 Confidentiality

Other than the existence of this Agreement and the terms of this Agreement which are or come to the public domain with no fault of either Party or due to the Applicable Laws, no terms or conditions herein, nor any matters relating to the course of dealings between the Parties including all subscriber related information or any information pertain to the business of the operator/Broadcaster shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to-know basis, and except as may be required by any applicable government agency, regulatory body or court.

18.4 Notices

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

18.5 Assignment

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

18.6 Amendment

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

18.7 Survivability

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

18.8 Specific Performance

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

18.9 Guarantee

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

Broadcaster initial here:

Operator initial here:

18.10 Severability

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

18.11 Waiver

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

18.12 Agency

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

18.13 Counterpart

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

18.14 Compliance with anti-bribery laws

It is the policy of the Broadcaster to comply and require parties with whom it contracts to comply with the Indian Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, and all other applicable anti-bribery laws (collectively, "**Anti-Bribery Laws**"). Operator represents, warrants and covenants that: (i) Operator is aware of the Anti-Bribery Laws and will advise all persons and parties supervised by it of the requirements of the Anti-Bribery Laws; (ii) Operator has not and will not cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Operator learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, Operator shall immediately notify Broadcaster. Operator will indemnify, defend and hold harmless the Broadcaster and Broadcaster and its representatives for any and all liability arising from any violation of the Anti-Bribery Laws caused or facilitated by Operator. In the event Broadcaster deems that it has reasonable grounds to suspect Operator has violated the Anti-Bribery Laws, Broadcaster and its representatives shall have the right to review and audit, at Broadcaster's expense, any and all books and financial records of Operator at any time, and Broadcaster shall be entitled partially or totally to suspend its performance hereunder until such time it is proven to Broadcaster's satisfaction that Operator has not violated the Anti-Bribery Laws. In the event Broadcaster determines, in its sole discretion (whether through an audit or otherwise), that Operator has violated the Anti-Bribery Laws, either in connection with this Agreement or otherwise, Broadcaster may terminate this Agreement immediately upon written notice to Operator. Such suspension or termination of this Agreement shall not subject Broadcaster to any liability, whether in contract or tort or otherwise, to Broadcaster or any third party, and Broadcaster's rights to indemnification shall survive such suspension or termination of this Agreement.

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

For Sony Pictures Networks India Private Limited	For the Operator
Name:	Name:
Title:	Title:

Broadcaster initial here:

Operator initial here:

SCHEDULE A - VALIDATION FORM

Term: From _____ To _____

Authorized Area(s) (please provide complete details): _____

It is hereby clarified that it shall be permissible for the Operator to distribute the Channels beyond the Authorised Area(s), by giving a written notice to Broadcaster, addressed to the designated person for that Area/Territory named hereinabove. The distribution of the Channels in such additional areas can be done by the Operator after thirty (30) days from the date of receipt of such written notice by the Broadcaster and the said notice shall be deemed to be an addendum between the Parties for additional areas to be serviced by the Operator and the terms of this Agreement shall automatically apply to such additional areas.

Provided that such areas fall within--

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

It is hereby clarified that in absence of thirty (30) days advance notice referred herein above shall mean that the distribution of the Channels done by the Operator shall be treated as unauthorised and unlawful and hence the Operator shall be liable for appropriate penal action as per the applicable Law / Regulations.

Nothing contained hereinabove shall apply if written objections with reasons from the Broadcaster have been received by the Operator during the said thirty (30) days' notice period and the Operator shall not re-transmit the signals of Channels of the Broadcasters in such additional area(s).

Broadcaster initial here:

Operator initial here:

I. **A-LA-CARTE MAXIMUM RETAIL PRICES OF STANDARD DEFINITION AND HIGH DEFINITION CHANNELS**

List of Standard Definition (SD) Pay Channels of the Broadcaster offered on A-la-Carte basis with MRP of the Channel:

Sr. No	Select	Channel Name	Ala Carte Channel Code	Genre & Language	MRP (in Rs.) per Subscriber per month (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)
1		SONY AATH	SPN00000AATH	General Entertainment Channel (Bengali)	4	3.2
2		SONY MARATHI	SPN000000MAR	General Entertainment Channel (Marathi)	4	3.2
3		SONY YAY!	SPN000000YAY	Kids	2	1.6
4		AXN	SPN000000AXN	General Entertainment Channel (English)	5	4
5		SET MAX	SPN000000MAX	Movies (Hindi)	15	12
6		MAX 2	SPN00000MAX2	Movies (Hindi)	1	0.8
7		MIX	SPN000000MIX	Music	1	0.8
8		SET PIX	SPN000000PIX	Movies (English)	10	8
9		SAB	SPN000000SAB	General Entertainment Channel (Hindi)	19	15.2
10		SET	SPN000000SET	General Entertainment Channel (Hindi)	19	15.2
11		SIX	SPN000000SIX	Sports	15	12
12		PAL	SPN000000PAL	General Entertainment Channel (Hindi)	1	0.8
13		SONY ESPN	SPN000000ESPN	Sports	5	4
14		SONY BBC EARTH	SPN000000BBCE	Infotainment	4	3.2
15		TEN 1	SPN000000TEN1	Sports	19	15.2
16		TEN 2	SPN000000TEN2	Sports	15	12
17		TEN 3	SPN000000TEN3	Sports	17	13.6
18		SONY WAH	SPN000000WAH	Movies (Hindi)	1	0.8

Broadcaster initial here:

Operator initial here:

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

Sr. No	Select	Channel Name	Ala Carte Channel Code	Genre & Language	MRP (in Rs.) per Subscriber per month (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)
1		SET HD	SPN0000SETHD	General Entertainment Channel (Hindi)	19	15.2
2		MAX HD	SPN0000MAXHD	Movies (Hindi)	17	13.6
3		PIX HD	SPN0000PIXHD	Movies (English)	15	12
4		SONY ESPN HD	SPN0000ESPNHD	Sports	7	5.6
5		AXN HD	SPN0000AXNHD	General Entertainment Channel (English)	7	5.6
6		SAB HD	SPN0000SABHD	General Entertainment Channel (Hindi)	19	15.2
7		SONY BBC EARTH HD	SPN0000BBCEHD	Infotainment	10	8
8		TEN 1 HD	SPN0000TEN1HD	Sports	19	15.2
9		TEN 2 HD	SPN0000TEN2HD	Sports	17	13.6
10		TEN 3 HD	SPN0000TEN3HD	Sports	17	13.6
11		SIX HD	SPN0000SIXHD	Sports	19	15.2

Total Count of the Broadcaster's Channels (including SD & HD) availed by the Operator on A-la-Carte Basis: 29

*Operator Rate has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations.

Note:

The Broadcaster reserves its rights, subject to applicable Regulations, to revise the maximum retail price of Broadcaster Channels payable per Subscriber per Month mentioned herein above. Upon such revision, the Operator agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the effective date of such revision.

Broadcaster initial here:

Operator initial here:

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

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

Bouquet 1 - Sony Silver Pack (SPN000SILVER)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SET SAB SET MAX MAX 2 SONY YAY! PAL SONY WAH MIX SONY Marathi	31	24.8	

Bouquet 2 - Sony Silver Bengali Pack (SPNSILVERBEN)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SET SAB SET MAX MAX 2 SONY YAY! PAL SONY WAH MIX SONY AATH	31	24.8	

Broadcaster initial here:

Operator initial here:

Bouquet 3 - Sony Gold Pack (SPN00000GOLD)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Availed (Please mention Yes/No below)
SET SAB SET MAX MAX 2 SONY YAY! PAL SONY WAH MIX TEN 3 SONY BBC EARTH SONY MARATHI	39	31.2	

Bouquet 4 - Sony Gold Bengali Pack (SPN00GOLDBEN)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Availed (Please mention Yes/No below)
SET SAB SET MAX MAX 2 SONY YAY! PAL SONY WAH MIX TEN 3 SONY BBC EARTH SONY AATH	39	31.2	

Broadcaster initial here:

Operator initial here:

Bouquet 5 - Sony Sixer SD Pack (SPN00SIXERSD)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SIX Ten 1 Ten 2 Ten 3 SONY ESPN	39	31.2	

Bouquet 6 - Sony Platinum Pack(SPNOPLATINUM)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SET SAB SET MAX MAX 2 PAL SONY WAH MIX SONY YAY! SONY BBC EARTH TEN 1 TEN 2 TEN 3 SIX SONY ESPN SET PIX AXN SONY MARATHI	69	55.2	

Broadcaster initial here:

Operator initial here:

Bouquet 7 - Sony Bangla Platinum Pack (SPN00PLATBEN)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SET SAB SET MAX MAX 2 PAL SONY WAH MIX SONY YAY! SONY BBC EARTH TEN 1 TEN 2 TEN 3 SIX SONY ESPN SET PIX AXN SONY AATH	69	55.2	

Bouquet 8 - Sony South Silver Pack(SPN0SOSILVER)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SONY YAY! SONY BBC EARTH TEN 1 SIX	19	15.2	

Bouquet 9 - Sony South Silver Football Pack (SPN000SOSFBL)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SONY YAY! SONY BBC EARTH TEN 2 SIX	17	13.6	

Broadcaster initial here:

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Operator initial here:

Bouquet 10 - Sony South Gold Pack (SPN000SOGOLD)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SONY YAY! SONY BBC EARTH SIX TEN 1 PIX AXN SET SONY WAH MAX 2 MIX	35	28.0	

Bouquet 11 - Sony South Gold Football Pack (SPNSOGOLDFBL)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SONY YAY! SONY BBC EARTH SIX TEN 2 PIX AXN SET SONY WAH MAX 2 MIX	33	26.4	

Bouquet 12 - Sony Premium Pack (SPN00PREMIUM)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SIX SONY ESPN TEN 1 TEN 2 TEN 3 AXN PIX SONY BBC EARTH	47	37.6	

Broadcaster initial here:

Operator initial here:

Bouquet 13 - Sony HD Platinum Pack (SPN000HDPLAT)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SET HD SAB HD MAX HD SONY BBC EARTH HD TEN 1 HD TEN 2 HD TEN 3 HD SIX HD SONY ESPN HD PIX HD AXN HD MAX 2 PAL SONY WAH MIX SONY YAY! SONY MARATHI	90	72.0	

Bouquet 14 - Sony HD Premium Pack (SPNHDPREMIUM)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SONY BBC EARTH HD TEN 1 HD TEN 2 HD SONY YAY! SIX HD SONY ESPN HD PIX HD AXN HD	50	40.0	

Broadcaster initial here:

Operator initial here:

Bouquet 15 - Sony Silver HD Pack (SPN0HDSILVER)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SET HD SAB HD MAX HD MAX 2 SONY BBC EARTH HD SONY YAY! PAL SONY WAH MIX SONY MARATHI	63	50.4	

Bouquet 16 - Sony Sixer HD Pack (SPN00HDSIXER)			
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes)	Whether Aailed (Please mention Yes/No below)
SIX HD SONY ESPN HD TEN 1 HD TEN 2 HD TEN 3 HD	59	47.2	

*Operator Rate has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations.

The Operator agrees and acknowledges as follows:

- The Rates are applicable on a "per Subscriber per television set per month" basis;
- The Rates are exclusive of taxes and other levies which will be charged extra over the Monthly Subscription Fee.

For Sony Pictures Networks India Private Limited	For the Operator
Name:	Name:
Title:	Title:

Broadcaster initial here:

Operator initial here:

Schedule A 1
Broadcaster's MRP Discount Scheme
Discounts

The Broadcaster is offering discounts to all digital addressable distribution platforms who avail the Bouquet(s) being made available by Sony Pictures Networks. In order to avail the discounts, the Operator shall be presumed to have read and accepted the conditions detailed in the eligibility criteria below:

1 Eligibility Criteria

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

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

2 DISCOUNT SCHEME ON MRP OF BOUQUETS OF BROADCASTER'S CHANNELS

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

S.No.	Type and rate of Discount
i.	Penetration Discount for subscribed bouquet(s): Maximum of 10% of bouquet MRP
ii.	LCN Discount for subscribed bouquet(s): Maximum of 5% of bouquet MRP
iii.	Subscriber Volume Discount for subscribed bouquet(s): Maximum of 2% of bouquet MRP
iv.	Annual pack Discount: Maximum of 2% of bouquet MRP
It is hereby clarified that the total Discount that can be availed by an Operator cannot exceed 15% of the bouquet MRP at any given point of time.	

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

I. Penetration Discount for subscribed Bouquet(s):

The Operator shall be entitled to avail Penetration Discount as set out in Table A on the subscribed bouquet(s) subject to the operator achieving the penetration thresholds for Category A and Category B channels forming part of the bouquet(s) as mentioned in Table B in the defined Primary Market(s). However, in the event the Operator has availed bouquet comprising of HD Channel(s) of the Broadcaster, the Operator should also achieve the Penetration Threshold laid down for the said HD Channels.


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

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

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

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

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

Broadcaster initial here:



Operator initial here:


TABLE A

Particulars	Criteria (Penetration threshold) to be fulfilled for all Channels comprising of the bouquet(s) opted for by the Operator	Penetration Discount on the Subscribed Bouquet MRP
Penetration of all Category A Channels	75% and above in Primary Market of all Category A Channels	10%
Penetration of all Category B Channels	25% and above in Primary Market of all Category B channels	
Penetration of all HD Channels	25% and above in Primary Market of all HD Channels (except SET HD, SAB HD and MAX HD) Each of SET HD, SAB HD and MAX HD required at 75% and above of the HD base in their respective Primary Markets	

TABLE B

Channel Name	Channel Category	Primary market(s)	Penetration Levels in Primary market(s)
SET	A	Specified States**	75% and above on Active platform SD subscriber base
SAB	A	Specified States**	75% and above on Active platform SD subscriber base
PAL	A	Specified States**	75% and above on Active platform SD subscriber base
SET MAX	A	Specified States**	75% and above on Active platform SD subscriber base
MAX 2	A	Specified States**	75% and above on Active platform SD subscriber base
SONY WAH	A	Specified States**	75% and above on Active platform SD subscriber base
SONY YAY!	B	All India	25% and above on Active platform SD subscriber base
SONY BBC EARTH	B	All India	25% and above on Active platform SD subscriber base
TEN 2	B	All India	25% and above on Active platform SD subscriber base
TEN 3	B	Specified States**	25% and above on Active platform SD subscriber base
SIX	B	Andhra Pradesh, TN, Telangana, Kerala, Karnataka, Puducherry	25% and above on Active platform SD subscriber base
TEN 1	B	All India	25% and above on Active platform SD subscriber base
SONY ESPN	B	All India	25% and above on Active platform SD subscriber base
SET PIX	B	All India	25% and above on Active platform SD subscriber base
AXN	B	All India	25% and above on Active platform SD subscriber base
SONY MARATHI	A	Maharashtra	75% and above on Active platform SD subscriber base
SONY AATH	A	WB	75% and above on Active platform SD subscriber base
MIX	A	Specified States**	75% and above on Active platform SD subscriber base
SET HD	A	HD Base in Specified States**	75% and above on Active platform HD subscriber base
SAB HD	A	HD Base in Specified States**	75% and above on Active platform HD subscriber base
MAX HD	A	HD Base in Specified States**	75% and above on Active platform HD subscriber base

Broadcaster initial here:

Operator initial here:

TEN 3 HD	B	HD Base in Specified States**	25% and above on Active platform HD subscriber base
TEN 2 HD	B	All India HD Base	25% and above on Active platform HD subscriber base
SONY BBC EARTH HD	B	All India HD Base	25% and above on Active platform HD subscriber base
TEN 1 HD	B	All India HD Base	25% and above on Active platform HD subscriber base
SIX HD	B	Andhra Pradesh, Tamil Nadu, Telangana, Kerala, Karnataka, Puducherry	25% and above on Active platform HD subscriber base
ESPN HD	B	All India HD Base	25% and above on Active platform HD subscriber base
PIX HD	B	All India HD Base	25% and above on Active platform HD subscriber base
AXN HD	B	All India HD Base	25% and above on Active platform HD subscriber base

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

Specified States**	Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli, Daman and Diu, Andaman and Nicobar , National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Madhya Pradesh, Maharashtra, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and West Bengal
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Note : For the benefit of the Operator, the Broadcaster has provided a relaxation period to the Operator only for the duration: **1st January 2019 to 31st March 2019** wherein the Operator can avail 5% Penetration Discount on the MRP of subscribed bouquet(s) (instead of 10%), provided the Operator maintains 50% and above penetration threshold for all Category A Channels in the specified Primary Market(s) and 20% and above penetration threshold for all Category B Channels in the specified Primary Market(s). It is further clarified that the Operator is eligible to get 10% Penetration Discount on MRP of subscribed bouquet(s) from 1st January 2019 on condition that the Operator maintains 75% and above penetration threshold for all Category A Channels in the specified Primary Market(s) and 25% and above penetration threshold for all Category B Channels in the specified Primary Market(S)

Penetration Discount illustration 1:

Operator ABC has presence in market(s) as per below table and has subscribed to Bouquet 1 "Sony Silver Pack" from 1st January 2019 onwards. The operator achieves below subscriber base for the subscribed bouquet(s) in month of February 2019

Presence of Operator ABC in market(s)	All India
Active platform SD Subscriber base of Operator ABC in market(s) (A)	All India = 30,000 Specified States** (as per Table B) = 27,000 Maharashtra = 3,000
Subscribed bouquet(s)	Sony Silver Pack
Channels in the bouquet	SET (category A channel) SAB (category A channel) MAX (category A channel) MAX2 (category A channel) SONY Yay! (category B channel) PAL (category A channel) SONY WAH (category A channel) MIX (category A channel) SONY MARATHI (category A channel)
Bouquet MRP (B)	Rs. 31/-
Monthly active subscriber base for subscribed bouquet(s) (C)	On All India = 25,000 In Specified states** (as per table B) = 24,000 Maharashtra = 2,700
Penetration of each Channel that forms part of Subscribed bouquet(s) in its respective Primary Market(s) as per Table B	SET (category A channel) = 24,000/27,000 = 89% SAB (category A channel) = 24,000/27,000 = 89% MAX (category A channel) = 24,000/27,000 = 89% MAX2 (category A channel) = 24,000/27,000 = 89%

Broadcaster initial here:

Operator initial here:

	SONY YAY! (category B channel) = 25,000/30,000 = 83% PAL (category A channel) = 24,000/27,000 = 89% SONY WAH (category A channel) = 24,000/27,000 = 89% MIX (category A channel) = 24,000/27,000 = 89% SONY MARATHI (category A channel) = 2,700/3,000=90%
Penetration discount % on bouquet MRP that Operator ABC can avail (D)	10%
Penetration discount amount on bouquet MRP that Operator ABC can avail per Subscriber for the month of February, 2019	(B) x (D) 31 x 10% = Rs. 3.1/- (excluding taxes)

Penetration discount illustration 2:

Operator ABC has presence in market(s) as per below table and has subscribed to bouquet "Sony Silver Pack" from 1st January 2019 onwards. It achieves below subscriber base for the subscribed bouquet in month of February 2019

Presence of Operator ABC in market(s)	All India
Active platform SD subscriber base of Operator ABC in market(s) (A)	All India = 30,000 Specified states** (as per table B) = 27,000 Maharashtra = 3,000
Subscribed bouquet(s)	Sony Silver Pack
Channels in the bouquet	SET (category A channel) SAB (category A channel) MAX (category A channel) MAX2 (category A channel) SONY YAY! (category B channel) PAL (category A channel) SONY WAH (category A channel) MIX (category A channel) SONY MARATHI (category A channel)
Bouquet MRP (B)	Rs. 31/-
Monthly active subscriber base for subscribed bouquet(s) (C)	On All India = 15,000 In Specified states** (as per table B) = 14,000 Maharashtra = 1,700
Penetration of each channel that forms part of Subscribed bouquet(s) in its respective primary market(s) as per table B	SET (category A channel) = 14,000/27,000 = 52% SAB (category A channel) = 14,000/27,000 = 52% MAX (category A channel) = 14,000/27,000 = 52% MAX2 (category A channel) = 14,000/27,000 = 52% SONY Yay! (category B channel) = 15,000/30,000 = 50% PAL (category A channel) = 14,000/27,000 = 52% SONY WAH (category A channel) = 14,000/27,000 = 52% MIX (category A channel) = 14,000/27,000 = 52% SONY MARATHI (category A channel) = 1,700/3,000 = 57%
Penetration eligibility criteria	In the relaxation period (from 1 st January 2019 to 31 st March 2019) the Operator has been able to achieve 50% and above penetration of all category A channels (subscribed in the bouquet) in the Primary Market
Penetration discount % on bouquet MRP that Operator ABC can avail (D)	5%
Penetration discount amount on bouquet MRP that Operator ABC can avail per Subscriber for the month of February, 2019	(B) x (D) 31 x 5% = Rs. 1.55/- (excluding taxes)

II. LCN Discount for subscribed bouquet(s):

The Operator can avail "LCN based discount" by selecting either one of the Slabs set out in Table C and placing each of the Channels of the opted bouquet(s) in the logical channel number ("LCN") position in accordance with the selected slab within the same genre in parity with Competing Channels. To avail "LCN based discount", the Operator shall ensure that the Channels shall at all times during the Term of the Agreement be made available on the LCNs specified as set out in the Slab selected by the Operator in Table C.

Broadcaster initial here:

Operator initial here:

TABLE C
[Operator to select any one of the Slabs]

Channel	Genre	Competing channels	Slab 1 (5% discount) <input type="checkbox"/>	Slab 2 (2% discount) <input type="checkbox"/>
SET	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	Top 4	Top 4
SAB	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	Top 5	Top 7
PAL	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, Star Bharat, Colors Rishtey, Zee Anmol, other similar channels	Top 10	Top 15
SET MAX	Movies (Hindi)	Star Gold, Zee Cinema, & Pictures, Movies OK, other similar channels	Top 3	Top 3
MAX 2	Movies (Hindi)	Star Gold, Zee Cinema, & Pictures, UTV Movies, Zee Bollywood, other similar channels	Top 8	Top 10
SONY WAH	Movies (Hindi)	Star Gold, Zee Cinema, & Pictures, Zee Anmol Cinema, Colors Rishtey Cineplex, Star Utsav Cinema, other similar channels	Top 10	Top 15
SONY YAY!	Kids	Nick, Pogo, Cartoon Network, Hungama, Disney Channel, Discovery Kids, other similar channels	Top 5	Top 8
SONY BBC EARTH	Infotainment	Discovery Channel, Animal Planet, NGC, History TV, other similar channels	Top 4	Top 6
TEN 2	Sports	All Star Sports channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
TEN 3	Sports	All Star Sports channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
SIX	Sports	All Star Sports channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
MIX	Music	Mastii, B4U Music, 9 XM, MTV, MTV Beats, other similar channels	Top 3	Top 5
TEN 1	Sports	All Star Sports channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
SONY ESPN	Sports	All Star Sports channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
SET PIX	Movies (English)	Star Movies, Movies Now, MNX, HBO, WB, &Flix, other similar channels	Top 4	Top 5
AXN	General Entertainment Channel (English)	Star World, Colors Infinity, Zee Café, Comedy Central, other similar channels	Top 4	Top 5
SONY AATH	General Entertainment Channel (Bengali)	Star Jalsha, Zee Bangla, Colors Bangla, other similar channels	Top 5	Top 6
SONY MARATHI	General Entertainment Channel (Marathi)	Zee Marathi, Colors Marathi, Star Pravah, Zee Yuva, other similar channels	Top 5	Top 5
SET HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	Top 4	Top 4
SAB HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	Top 5	Top 7
MAX HD	Movies (Hindi)	Star Gold HD, Star Gold Select HD, Zee Cinema HD, & Pictures HD, other similar channels	Top 3	Top 3
TEN 3 HD	Sports	All Star Sports HD channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
TEN 2 HD	Sports	All Star Sports HD channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
SONY BBC EARTH HD	Infotainment	Discovery Channel HD, Animal Planet HD, NGC HD, History TV HD, other similar channels	Top 4	Top 6
TEN 1 HD	Sports	All Star Sports HD channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
PIX HD	Movies (English)	Star Movies HD, Star Movies Select HD, Movies Now HD, MN+, MNX HD, & Prive HD, &Flix HD, other similar channels	Top 4	Top 5

Broadcaster initial here:

Operator initial here:

AXN HD	General Entertainment Channel (English)	Star World HD, Satr World Select HD, Colors Infinity HD, Comedy Central HD, other similar channels	Top 4	Top 5
SIX HD	Sports	All Star Sports HD channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered
SONY ESPN HD	Sports	All Star Sports HD channels and other similar channels	Top 10 and Clustered	Top 12 and Clustered

- The operator shall be entitled to have the flexibility of displacing upto one (1) channel as per the defined Slabs in Table C (except for channels- SET, SAB, SET HD and SAB HD) out of the total number of Channels forming part of the opted bouquet(s). However, in the event that the Operator displaces more than 1 Channel as per the defined slabs in Table C out of the total number of Channels forming part of the opted bouquet(s) then the Operator shall not be eligible for LCN discount.
- In the event, a Channel has different LCN ranks across the Operator's Platform then the worst LCN rank (highest numerical value) will be considered for calculating the LCN slab for such Channel.
- In the event that the Operator, for any reason whatsoever, fails to place any of the Channel(s) as per the defined LCN grid in Table C above, during any day of the month and Operator is not able to restore the Channel/s in the defined LCN grid within 3 days from the date of such displacement ("Cure Period"), then the Operator shall not be eligible to receive the LCN Discount for bouquet(s) comprising of the said Channel/s as may be opted by the Operator for that particular month.

LCN Discount illustration 1:

Operator ABC subscribers to "Sony Silver Pack" bouquet and assigns LCN as per below table in the Operator's electronic program guide (EPG) system

Subscribed Bouquet	Sony Silver Pack
Channels in the subscribed bouquet	SET SAB SET MAX MAX 2 SONY YAY! PAL SONY WAH MIX SONY MARATHI
Option selected	Slab 1
LCNs assigned by Operator ABC in its EPG	SET: 2 nd LCN in genre SAB: 3 rd LCN in genre MAX: 2 nd LCN in genre MAX 2: 5 th LCN in genre SONY YAY!: 6 th LCN in genre PAL: 8 th LCN in genre SONY WAH: 2 nd LCN in genre MIX: 2 nd LCN in genre SONY MARATHI: 3 rd LCN in genre
LCN discount eligibility	All channels mentioned above except Sony Yay! placed as per selected Slab 1
LCN discount availed	5% Owing to maximum of one (1) channels (SONY YAY!) being displaced and all other channels being placed in Slab 1 LCNs

LCN Discount illustration 2:

Operator ABC subscribes to "Sony Silver Pack" bouquet and assigns LCN as per below table in the Operator's electronic program guide (EPG) system

Subscribed Bouquet	Sony Silver Pack
Channels in the subscribed bouquet	SET SAB SET MAX MAX 2 SONY YAY! PAL SONY WAH MIX SONY MARATHI

Broadcaster initial here:

Operator initial here:

Option selected	Slab 1
LCNs assigned by Operator ABC in its EPG	SET: 1 st LCN in genre SAB: 2 nd LCN in genre SET MAX: 3 rd LCN in genre MAX 2: 8 th LCN in genre SONY YAY!: 9 th LCN in genre PAL: 11 th LCN in genre WAH: 7 th LCN in genre MIX: 3 rd LCN in genre SONY MARATHI: 5 th LCN in genre
LCN discount eligibility check	All channels carried as per selected slab except for Sony Yay! and Pal which were displaced by the Operator
LCN discount availed	0 % (not eligible) Owing to more than one(1) channels (SONY YAY! and PAL) being displaced

III. Subscriber volume discount for subscribed bouquet(s)

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

The subscriber volume discount shall mean the discount provided to the operator based upon achieving the total network pay subscriber base of the Operator as per the discount qualifying grid set out in Table D.

TABLE D

S. No.	Network Pay subscriber base	Volume based discount
1	Greater than 70,00,000	2.0%
2	Greater than or equal to 50,00,000 but equal to or less than 70,00,000	1.5%
3	Greater than or equal to 30,00,000 but less than 50,00,000	1.0%
4	1 to 29,99,999	0.5%

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

IV. Annual pack discount

Subject to the Operator qualifying for either - "Penetration Based discount" or "LCN based discount" as stated aforesaid the Operator may be eligible to get the Annual Pack discount by achieving the desired penetration level on the network pay subscriber base as per the discount qualifying grid set out in table E:

TABLE E

S. No.	Criteria	Annual pack discount
1	Any of SPN bouquets subscribed on an Annual Basis should have a minimum of 20% Penetration on the Operator's Network Pay Subscriber Base.	2.0%
2	Any of SPN Bouquets subscribed on an Annual Basis should have a minimum of 10% Penetration on the Operator's Network Pay Subscriber Base.	1.0%

It is hereby clarified that Annual Basis refers to All Bouquet subscriptions where payments are made one time annually by the Subscriber.

Annual pack discount illustration 1:

Operator ABC has subscribed to Sony Platinum Pack and has included it to be a part of the Operator's annual pack.

Bouquet MRP of Sony Platinum Pack (A)	69/-
Operator ABC's total network pay subscriber base	50,00,000
Subscriber base of Sony Platinum Pack subscribed annually (B)	15,00,000
Percentage penetration Sony Platinum Pack subscribed annually	$15,00,000 / 50,00,000 * 100 = 30\%$
Annual pack discount offered on Sony Platinum Pack (C)	2%
Annual pack discount amount offered on Sony Platinum Pack per Subscriber	(A) x (C) $69 \times 2\% = \text{Rs. } 1.38/-$

Reports

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

Broadcaster initial here:

Operator initial here:

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

For Sony Pictures Networks India Private Limited	For the Operator
Name:	Name:
Title:	Title:

Broadcaster initial here:

Operator initial here:

SCHEDULE B

Details of the Operator

Photograph of the
Authorized
Signatory of the
Operator

Operator Code: _____

DB Code: _____

Operator Name: _____

Broadcaster GST IN: _____

Broadcaster's Bill from Address: _____

Status: Proprietorship Partnership Firm Company HUF Individual Others

PAN: _____ **TAN:** _____

Operator's GST IN: _____

Operator's License Type [MSO/HITS/IPTV/DTH]: _____

Operator's License no.: _____

Operator's License Date & validity: _____

(Copy of Operator's License to be provided)

Operator's Bill To Address:

Flat/Shop No.: _____ Building Name/Plot No.: _____

Street/Road Name: _____ Locality/Area: _____

Landmark: _____ City/Town/Village: _____

Pin code: _____ Taluk/Tehsil: _____

District: _____ State: _____

Correspondence Address:

Flat/Shop No.: _____ Building Name/Plot No.: _____

Street/Road Name: _____ Locality/Area: _____

Landmark: _____ City/Town/Village: _____

Pin code: _____ Taluk/Tehsil: _____

District: _____ State: _____

Operator Authorised Signatory(ies): _____

Mobile: _____ email: _____ Phone: STD Code: _____ No.: _____

Operator Contact Person: _____

Mobile: _____ email: _____ Phone: STD Code: _____ No.: _____

Broadcaster initial here:

Operator initial here:

***NOTE:** In case of multiple GST registration number(s), Operator to fill in the below table:

Corresponding State / Union Territory	Operator's Bill to Address	Operator's GSTIN

For Sony Pictures Networks India Private Limited	For the Operator
Name:	Name:
Title:	Title:

Broadcaster initial here:

Operator initial here:

SCHEDULE B1

Application form for request of signals of television channels

1. Name of the distributor of television channels: _____
2. The names of Owners/Directors/Partners of the distributor: _____
3. Registered Office address: _____
4. Address for communication: _____
5. Name of the contact person/ Authorized Representative: _____
6. Telephone: _____
7. Email address: _____
8. Copy of certificate of registration/ permission/ license (Attach a Copy): Yes/No_____
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the distributor: Headend _____, CAS _____ SMS _____
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:

City/Area	Corresponding States/ UT's	Head-end from which the signals shall be distributed	Current Subscriber Base

11. Area wise present subscriber base of the distributor: _____
12. List of channels and bouquets for which signals of television channels are requested: _____
13. GST registration number: _____
14. Entertainment Tax Number: _____
15. PAN No. (Attach a copy): _____
16. Are the CAS/ SMS in compliance with the regulations: Yes/No _____
17. Copy of the report of the Auditor for technical validation of Digital Addressable System. Yes/No _____

(Signature)

Date and Place

DECLARATION

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

(Signature)

Date and Place

Broadcaster initial here: _____

Operator initial here: _____
--

SCHEDULE C
HARDWARE FORM

Operator Code: _____ Document Number: _____

Operator Name: _____

Installation Address: Same as Correspondence address different from Correspondence address

If Installation Address is different from Correspondence Address, please fill details below:

Flat/Shop No.: _____ Bldg. Name /Plot No: _____

Street Name: _____ Landmark: _____

Locality/Area: _____ Village/ Town/City: _____

Taluk/Tehsil: _____ District: _____ State: _____

Pin code: _____ Telephone: _____ Fax: _____

Technical Contact Person: _____

Mobile: _____ e-mail: _____

Encryption System used by the Operator: _____

Subscriber Management System used by the Operator: _____

Set Top Box used by the Operator: _____

Channel wise serial number details of all IRDs, VC Nos and CAMs of the Services being subscribed by the Operator (applicable for single headends and IRDs):

Sr. No	Select	Name of the Channel	IRD NO	VC NO	CAM NO
1		SONY AATH			
2		SONY YAY!			
3		AXN			
4		SET MAX			
5		MAX 2			
6		SONY WAH			
7		MIX			
8		SET PIX			
9		SAB			
10		Sony Entertainment Television (SET)			
11		Sony Marathi			
12		SIX			
13		PAL			
14		SONY ESPN			
15		SONY BBC EARTH			
16		TEN 1			
17		TEN 2			
18		TEN 3			
19		SIX HD			
20		SET HD			
21		AXN HD			

Broadcaster initial here:

Operator initial here:

22		PIX HD			
23		MAX HD			
24		SONY ESPN HD			
25		SAB HD			
26		SONY BBC EARTH HD			
27		TEN 1 HD			
28		TEN 2 HD			
29		TEN 3 HD			

For Sony Pictures Networks India Private Limited	For the Operator
Name:	Name:
Title:	Title:

Broadcaster initial here:

Operator initial here:

NOTE: FOR MULTIPLE HEADENDS AND IRDS, PLEASE FILL IN THE TABLE BELOW:

[In case of more than two locations, please provide the requisite details in the manner specified below in separate sheets.]

	LOCATION 1			LOCATION 2		
Op Code						
Installation Address						
Flat/Shop No						
Building Name/Plot No						
Street/Road Name						
Landmark						
Locality/Area						
City/Town/Village						
Taluk/Tehsil						
District						
State						
Pin Code						
Telephone						
Technical Contact Person						
Mobile						
E-mail						
CHANNEL NAME	IRD NO.	VC NO.	CAM NO.	IRD NO.	VC NO.	CAM NO.
SONY AATH						
SONY YAY!						
AXN						
SET MAX						
MAX 2						
SONY WAH						
MIX						
SET PIX						
SAB						
SET						
Sony Marathi						
SIX						
PAL						
SONY ESPN						
SONY BBC EARTH						
TEN 1						
TEN 2						
TEN 3						
SIX HD						
SET HD						
AXN HD						
PIX HD						
MAX HD						
SONY ESPN HD						
SAB HD						
SONY BBC EARTH HD						
TEN 1 HD						
TEN 2 HD						
TEN 3 HD						

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

Broadcaster initial here:

Operator initial here:

SCHEDULE D

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

MONTHLY SUBSCRIBER REPORT FORMATS

- Subscriber Reports
- Discount qualifying Reports

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

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

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

A: Monthly subscriber reports of channels or bouquets to be provided by a distributor of television channels to the broadcaster.

Name of the OPERATOR: _____

Area of the Operation _____

Reported Month: _____

Year: _____

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

Report 2- Monthly subscribers for bouquets of pay Channels

Name of the Operator: _____

Area of the Operation _____

Reported Month: _____

Year: _____

Sr No	Name of the Bouquet of the Pay channels	Name of the constituent Channels of bouquet of the broadcaster	Number of Subscribers of the bouquet on 7 th Day of the month	Number of Subscribers of the bouquet on 14 th Day of the month	Number of Subscribers of the bouquet on 21 st Day of the month	Number of Subscribers of the bouquet on 28 th Day of the month	Average Monthly subscriber of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	$(8)=[(4)+(5)+(6)+(7)]/4$
1	Sony Silver Pack						
2	Sony Silver Bengali Pack						
						
						

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

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

Report 3 - Monthly Report for the LCN Discount:

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

Network Name _____

Primary Market _____

Reported Month _____

Year _____

Broadcaster initial here:

Operator initial here:

Sr. No	Name of the Channel	Category of Channel	Genre	7 th day of the month		14 th day of the month		21 th day of the month		28 th day of the month	
				LCN	Rank	LCN	Rank	LCN	Rank	LCN	Rank
1	SET	A									
2	SAB	A									
3	PAL	A									
4	SETMAX	A									
5	MAX 2	A									
6	SONY WAH	A									
7	SONY YAY	B									
8	SONY BBC EARTH	B									
9	TEN 2	B									
10	TEN 3	B									
11	SIX	B									
12	MIX	A									
13	TEN 1	B									
14	SONY ESPN	B									
15	SET PIX	B									
16	AXN	B									
17	SONY AATH	A									
18	SONY MARATHI	A									
19	SET HD	A									
20	SAB HD	A									
21	MAX HD	A									
22	TEN 3 HD	B									
23	TEN 2 HD	B									
24	SONY BBC EARTH HD	B									
25	TEN 1 HD	B									
26	PIX HD	B									
27	AXN HD	B									
28	SIX HD	B									
29	SONY ESPN HD	B									

Report 4- Monthly Report on Bouquet Penetration:

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

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

Network Name_____

Head-End City_____

Primary Market_____

Reported Month_____

Year_____

Network Subscriber Base for Active SD Channels _____

Broadcaster initial here:

Operator initial here:

Active SD Subscriber Base						
Sr. No	SPNI Bouquet Name	Number of active subscriber as on 7 th day of the month	Number of active subscriber as on 14 th day of the month	Number of active subscriber as on 21 st day of the month	Number of active subscriber as on 28 th day of the month	Monthly Average Active Subscribers
(1)	(2)	(3)	(4)	(5)	(6)	$(7)=[(3)+(4)+(5)+(6)]/4$
1	Sony Silver Pack					
2	Sony Silver Bengali Pack					
3	Sony Gold Pack					
4					
5					

Network Subscriber Base for Active HD Channels _____

Active HD Subscriber Base						
Sr. No	SPNI Bouquet Name	Number of active subscriber as on 7 th day of the month	Number of active subscriber as on 14 th day of the month	Number of active subscriber as on 21 st day of the month	Number of active subscriber as on 28 th day of the month	Monthly Average Active Subscribers
(1)	(2)	(3)	(4)	(5)	(6)	$(7)=[(3)+(4)+(5)+(6)]/4$
1	Big HD Pack					
2	South HD pack					

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

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

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

Network Name _____

Head-End City _____

Primary Market _____

Reported Month _____

Year _____

Sr. No	Name of Subscribed SPNI Bouquet & A-la carte Channels	OPERATOR Bouquet Name where SPNI Bouquet & or channels are constituents	Number of the subscriber of the Bouquet on 7 th day of the month	Number of the subscriber of the Bouquet on 14 th day of the month	Number of the subscriber of the Bouquet on 21 st day of the month	Number of the subscriber of the Bouquet on 28 th day of the month	Monthly Average Active Subscribers
(1)	(2)	(3)	(4)	(5)	(6)	(7)	$(8)=[(4)+(5)+(6)+(7)]/4$
1	Sony Silver Pack						
2	Sony Silver Bengali Pack						
3	SONY BBC EARTH						
4	SAB						
5						
6						

Broadcaster initial here:

Operator initial here:

Table-6- Monthly Report for the Volume Based Discount

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

Network Name _____

Reported Month _____

Year _____

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

Table-7- Monthly Report for Annual packs

- Comprehensive single report to be provided for Entire operations (Entity wise, provided entity-wise agreement signed)
- The "Annual pack discount" shall mean the discount provided to the Operator for carrying SPN bouquets on annual basis (refers to all bouquet subscriptions where payments are made one time annually)

Network Name _____

Total subscribers opting for annual subscriptions of any bouquets of any broadcaster on the platform _____

Reported Month _____

Year _____

SPN Bouquets subscribed on an Annual Basis	Number of Active Pay Subscribers on 7 th Day of the month	Number of Active Pay Subscribers on 14 th Day of the month	Number of Active Pay Subscribers on 21 st Day of the month	Number of Active Pay Subscribers on 28 th Day of the month	Average Monthly Active Pay subscriber base
(1)	(2)	(3)	(4)	(5)	(6)=[(2)+(3)+(4)+(5)]/4
Sony Platinum Pack					
Sony Sixer SD Pack					
....					
....					

For Sony Pictures Networks India Private Limited	For the Operator
Name:	Name:
Title:	Title:

Broadcaster initial here:

Operator initial here:

SCHEDULE E

OPERATOR'S ANTI-PIRACY OBLIGATIONS

1. General.

- 1.1 All Fingerprinting ("**FP**") hereunder is compliant with the BIS Specification for digital Set Top Box for standard definition (SD) and high definition (HD).
- 1.2 Operator agrees to give Broadcaster on Geo map a marking of its area of operation.

2. STBs, Smart Cards, Systems and Procedures.

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

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those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:

- 2.5.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the SMS;
 - 2.5.2 outside of the Authorized Area; or
 - 2.5.3 that of a cable head end or any other distributor of such Channel(s) to residential subscriber.
- 2.6 In order to ensure that the Smart Card is only activated for bona fide Subscribers, Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber and verified by Operator which matches with the address as supplied by the notified by Subscriber at the time of purchase of the STB and which is the same as detailed in the SMS.
 - 2.7 Operator agrees that its SMS allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under Paragraph 2.4.
 - 2.8 Operator shall ensure that OSD should support a minimum of 120 characters.
 - 2.9 Operator shall ensure that its watermark logo is inserted on all Channels.
 - 2.10 Operator shall submit & confirm the number of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end and analysis of TS stream from the MUX.
 - 2.11 All Transport Streams (TS) from Multiplexers (MUX) should be encrypted for Authorized Areas.
 - 2.12 Operator shall ensure that all LCOs' STBs will be paired with Unique System ID/ Bouquet ID, so that consumers in Authorized Area(s) can be identified.
 - 2.13 The current version of the CAS should not have any history of hacking. A certificate from the CAS Vendor, to this effect be submitted.
 - 2.14 The FP should not get invalidated by use of any device or software.
 - 2.15 The STB & Smart Card should be paired from head-end to ensure security.
 - 2.16 The SMS and CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CAS should be independently capable of generating log of all activation and deactivations.
 - 2.17 The CAS vendor/manufacturer should be known to have capability of upgrading the CAS in case of hacking.
 - 2.18 Operator to provide the make & version of CAS installed at Headend.
 - 2.19 CAS certificate to be provided by Operator.
 - 2.20 CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
 - 2.21 CAS should be able to generate active/deactivate report channel wise/package wise.
 - 2.22 STB's & cards to be uniquely paired from Operator before distributing box down the line/LCO.
 - 2.23 All LCO's should be paired with unique system ID/ Franchisee ID, so as to identify their end customers / ultimate Subscribers.
 - 2.24 Operator to declare by undertaking the number of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Broadcasters by means of a fresh undertaking.
 - 2.25 Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Operator. CAS vendor must to certify reconciliation of data.
 - 2.26 No activation/ deactivation from direct CAS system, it must be routed via SMS client only.
 - 2.27 OPERATOR's should provide CAS vendor certified copies of active/inactivate channel wise/product wise report & Package/product report during audit period.
 - 2.28 CA system should have the capability of providing history of all actions taken for at least previous 24 months.
 - 2.29 The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
 - 2.30 The SMS should be computerized and capable of recording the vital information and data concerning Subscribers such as:

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- a) Unique Customer Id
- b) Subscription Contract number
- c) Name of the Subscriber
- d) Billing Address
- e) Installation Address
- f) Landline telephone number
- g) Mobile telephone number
- h) Email Id
- i) Service/Package subscribed to
- j) Unique STB Number
- k) Unique Smart Card Number

2.31 The SMS should be able to undertake the:

- a) Viewing and printing historical data in terms of the activations, deactivations etc
- b) location of each and every STB Smart Card unit
- c) The SMS should be capable of giving the reporting at any desired time about:
 - i. The total no subscribers authorized
 - ii. The total no of subscribers on the network
 - iii. The total no of subscribers subscribing to a particular package or Channel at any particular date.
 - iv. The details of channels opted by subscriber on a-la carte basis.
 - v. The package wise details of the channels in the package.
 - vi. The package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or package
 - viii. The history of all the above mentioned data for a period of at least 24 months.

2.32 The SMS and CAS should be able to handle at least one million subscribers on the system.

2.33 Both CA & SMS systems should be of reputed vendors/suppliers and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.

2.34 The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.

2.35 The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.

2.36 The CAS and/or SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.

2.37 CAS & SMS should have provision to tag and blacklist Smart Card numbers and STB numbers that have been involved in Piracy in the past to ensure that the Smart Card or the STB cannot be redeployed.

2.38 Operator agrees that it shall, at its sole cost, be responsible for ensuring the Channel(s) is distributed via a digital, encrypted format signal receivable through its CA system only by its bona fide Subscribers to the Channel(s).

2.39 All the STBs should have embedded CA.

2.40 The STB should be capable of decrypting the CA inserted by the headend.

2.41 The STB should be capable of doing FP. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based FP.

2.42 The STB should be individually addressable from the headend.

2.43 The STB should be able to take the messaging from the headend.

2.44 The messaging character length should be minimal 120 characters.

2.45 There should be provision for the global messaging, group messaging and the individual STB messaging.

2.46 The STB should have forced messaging capability.

2.47 The STB must be BIS compliant.

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- 2.48 There should be a system in place to secure content between decryption & decompression within the STB.
- 2.49 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
- 2.50 All STB should be individually paired in advance with unique Smart Card at central warehouse of Operator before handing over to LCO (Authorized Areas) or down the line distribution.
- 2.51 Operator to provide details of manufacturers of STB's being used/to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- 2.52 Operator should provide one set of all type/model of boxes to Broadcaster, for testing and monitoring purpose.
- 2.53 All STBs used by Operator's should be certified by their CAS vendor.
- 2.54 Forensic watermarking to be implemented on the Operator headend & STBs.
- 2.55 All the STBs should have embedded Conditional Access.
- 2.56 The STB should be capable of doing FP. The STB should support both Entitlements Control Message (ECM) & Entitlement Management Message (EMM) based FP.
- 2.57 ECM/EMM base forced messaging full screen and ticker mode should be available.
- 2.58 The STB should be individually addressable from the Head end.
- 2.59 The messaging character length should be minimum of 120 characters.
- 2.60 There should be provision for the global messaging, group messaging and the individual STB messaging.
- 2.61 The STB should have forced messaging capability.
- 2.62 The STB must be BIS compliant.
- 2.63 The STB must not be interoperable.
- 2.64 The STB must have secure chip set with mandatory pairing.
- 2.65 There should be a system in place to secure content between decryption & decompression within the STB.
- 2.66 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
- 2.67 The PVR enabled STBs must be such that any recorded content is capable of being replayed only with the use of that STB. Once the Subscriber is disconnected, the Subscriber will not be able to have access to any recorded content.
- 2.68 Types of STB launched/to be launched:
 - a. Vanilla STB
 - b. PVR STB
 - c. Others (please specify)
- 2.69 Operator to furnish STB details as follows:
 - a. Open Standards or Proprietary.
 - b. Audio Video and Data I/O Configuration.
 - c. Local Storage.
 - d. Smarts Card.
 - e. PVR Functionality.
 - f. Tamper Resistance.
 - g. I/O Copy Protection. Please provide the details.
 - h. I/O Interface to Other Devices.
- 2.70 DVR/PVR STB should be compliance of following:
 - a. Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - b. Recorded content should be encrypted & not play on any other devices.
 - c. Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - d. User should not have access to install third party application/software.
 - e. Describe if the STB support any type of interactive middleware.

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3. Fingerprinting

- 3.1 Operator shall ensure that it has systems, processes and controls in place to run FP at regular intervals as reasonably requested from time to time.
- 3.2 Operator shall ensure that all STBs should support FP and should be compatible for running FP.
- 3.3 Operator shall ensure that the system can generate multi color FP with coloured background and no background and also font size needs to be variable. Minimum 10 colours for fonts and background strip required
- 3.4 These FPs should appear on all screens of STBs, such as Menu, EPG and PIP etc.
- 3.5 Operator shall ensure that the CA system can also generate COVERT FP. Operator should have tools to read such covert FP at any given time.
- 3.6 Operator ensures that the deployed system has Forced fingerprint capability.
- 3.7 Operator shall ensure that it shall be able to operate the FP across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such FP should, apart from the foregoing, be possible and available on global, group and regional bases at all times.
- 3.8 Operator shall ensure that the Channel(s)'s FP should pass through without masking or tampering with respect to time, location, duration and frequency.
- 3.9 Use of any device or software should not invalidate the FP.
- 3.10 The finger printing should not be removable by pressing any key on the remote.
- 3.11 The Finger printing should be on the top most layer of the video.
- 3.12 The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (Smart Card) number.
- 3.13 The location of the Finger printing should be changeable from the headend and should be random on the viewing device.
- 3.14 The Finger printing should be possible on global as well as on the individual STB basis
- 3.15 The Overt finger printing and OSD messages of the respective broadcasters should be displayed by the Operator without any alteration with regard to the time, location, duration and frequency.
- 3.16 No common interface Customer Premises Equipment ("CPE") to be used.
- 3.17 The STB should have a provision that OSD is never disabled.
- 3.18 The fingerprinting ("FP"), both covert and overt, and OSD of Broadcaster should be displayed by Operator without any tampering with regard to time, location, duration, colour and frequency;
- 3.19 The FP (both covert and overt) shall be provided by the Operator at the scheduled time, location (by x-y coordinates), duration, colour and on demand specified by Broadcaster and with a notice (either verbal or in writing) of ten (10) minutes from Broadcaster to the Operator. It should be possible to programme the STB or CPE to display its FP through OSD messaging;

4. Piracy, piracy reports and prevention

- 4.1 The Operator shall immediately notify Broadcaster if it ascertains or becomes aware that (hereinafter, each a "Piracy Event"):
 - 4.1.1 Any Smart Card or STB is being located, supplied or sold outside the Authorized Area,
 - 4.1.2 The Channel(s) is being viewed via a Smart Card or STB by a STB party that is not a residential Subscriber,
 - 4.1.3 A Smart Card is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Authorized Area, or
 - 4.1.4 A Smart Card and/or STB is being used by a cable operator to distribute the Channel(s).
- 4.2 If Broadcaster becomes aware of a Piracy Event then, at Broadcaster's request, Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.
 - 4.2.1 In the event Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all necessary assistance to Broadcaster to prevent or combat such Piracy Event.

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- 4.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Broadcaster, where Broadcaster shall be one of the parties to such action, it shall notify Broadcaster in writing and seek Broadcaster's prior written consent. Where Broadcaster consents to Operator taking legal or other action on behalf of Broadcaster, Operator shall keep Broadcaster fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its Operators without the prior written consent of Broadcaster.
- 4.3 If Operator's Conditional Access is hacked or otherwise compromised, Operator agrees to change or upgrade, within 60 days of Operator becoming aware of such hacking, its CA and/or SMS to ensure that the Conditional Access cannot be hacked or compromised within the Authorized Area. If Operator does not make such change or upgrade within such period of time, Broadcaster shall have the right to suspend or terminate this Agreement in accordance with Clause 15. During such period, Operator shall implement a temporary fix to protect the Channel(s).
- 4.4 Operator shall investigate and report to Broadcaster any incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a STB and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs or Smart Cards or other equipment that enable access to the Channels.

For Sony Pictures Networks India Private Limited	For the Operator
Name:	Name:
Title:	Title:

Broadcaster initial here:

Operator initial here:

Schedule F
Scope of Audit

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

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

Following shall be validated during the audit:

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

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

For Sony Pictures Networks India Private Limited	For the Operator
Name:	Name:
Title:	Title:

Broadcaster initial here:

Operator initial here:
