

INTERCONNECTION AGREEMENT [DAS]

This Interconnection Agreement ("Agreement") is executed on this _____ day of _____, 20__ between:

M/s. Silverstar Communications Ltd., a company incorporated under the Companies Act, 1956, represented by its **Managing Director, Mrs. Jayanthi ThangaBalu**, having its registered office at No.24, VI Main Road, Kasturiba Nagar, Adyar, Chennai – 600020, Tamilnadu, (hereinafter referred to as "**SSCL**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns),

And

M/s. _____, a Company / Proprietorship / Partnership / Individual / HUF / Other, represented by Mr./Ms. _____ (Name) its (Designation), having its / his / her registered office at _____

(hereinafter referred to as "**MSO**" which expression, unless repugnant to the meaning and context thereof, shall be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and

administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family)

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

WHEREAS:

- A. **SSCL** (Broadcaster of MEGA TV NETWORK) is, engaged in the business of broadcasting and distribution of satellite based television Channel(s)/Service(s) and has exclusive rights to (a) Market and distribute the Channel(s) inter alia to Multi- System MSOs (defined below) in the territory (defined below). , (b) raising invoices and collection of Subscription Fees under this Agreement, and (c) creating rights and obligation that are contractually binding in nature and enforceable at law.
- B. The Multi System Operator (**MSO**) is a cable operator, who has been granted registration No..... dated under the Cable Television Networks Rules, 1994, by the Ministry of Information and Broadcasting, for providing cable TV services through digital addressable systems in the areas of notified by the Central Government under Section 4A of the Cable Television Networks (Regulation) Act, 1995.
- C. The MSO is desirous to subscribe the Subscribed Channels for further retransmission through its Addressable System to the Subscribers in the Area (defined below) and in this regard has approached SSCL. SSCL is willing to provide signals of the Subscribed Channels to the MSO for further retransmission through its Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

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

1. DEFINITION:

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

- (i) **“Addressable System”** means an electronic device, (which includes hardware and its associated software) or more than one electronic device put in an integrated system, through which transmission of the programmes, including re- transmission of the signals of the Subscribed Channels can be done in an encrypted form by the MSO, and which can be decoded by the Set Top Box at the premises of the Subscriber within limits of the authorization made on the choice and request of such Subscriber and includes the Subscriber Management System and the Conditional Access System of the MSO.
- (ii) **“Affiliated Cable Operators”** means the Cable Operators who have been specifically authorized by the SSCL in writing under this Agreement to receive signals of the Subscribed Channels from the MSO and retransmit the signals to the Subscribers in the Area. A list of such cable operators and their respective area of operation is annexed hereto and marked as **Annexure H**
- (iii) **“Agreement”** means this Interconnection agreement with all its annexures and schedules.
- (iv) **“Applicable Laws”** means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (v) **“Area”** means specific areas to be catered by the MSO (either directly or through the Affiliated Cable Operators) (within the Registered Area and the Territory) for which distribution of the Subscribed Channels as have been mutually agreed between SSCL and the MSO, and more explicitly specified in **Annexure H** of this Agreement.
- (vi) **“Bouquet” or “Bouquets”** means package(s) of channels, from amongst the Channels, offered by SSCL, as are listed in Annexure B & C of this Agreement.
- (vii) **“Broadcaster”** means an entity that, after having obtained, in its name, uplinking permission and downlinking permission, as may be applicable for its channels, from the Central Government, provides programming services.

- (viii) **“Conditional Access System” or “CAS”** means conditional access system installed at the MSO’s Cable Television Network headend that enables Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (ix) **“Cable Operator”** means any person who provides Cable Services through a Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network and fulfills the prescribed eligibility criteria and conditions.
- (x) **“Cable Services”** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (xi) **“Cable Television Network”** means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (xii) **“Channels”** means the satellite television channels owned by SSCL along with genres of such satellite television respective channels listed in Annexure A of this Agreement.
- (xiii) **“Commercial Subscribers”** means commercial subscriber as defined in the Applicable Laws.
- (xiv) **“Confidential Information”** means any confidential information disclosed by SSCL to the MSO while the MSO is participating in the affairs/business of SSCL and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by SSCL during the Term.
- (xv) **“Distribution Fee”** means percentage of MRP of each of the Subscribed Channels to the MSOs towards fee for distribution of each of the subscribed channels as specified in Annexure B & C of this Agreement.
- (xvi) **“Effective Date”** means 01.02.2020.
- (xvii) **“Electronic Programme Guide” or “EPG”** means a program guide maintained by the MSO that list the television channels subscribed by the MSO and provides for the corresponding programmes, scheduling and programme information and includes any enhanced guide that allows subscribers to navigate and select such available channels.
- (xviii) **“Equipment”** means equipment comprising of digital satellite receivers/professional integrated receiver decoder, viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in Annexure D hereto, which enables the MSO decrypt the encrypted signals of the Subscriber Channels.
- (xix) **“Execution Requirements”** means all documents/information required by SSCL from the MSO to facilitate execution of the Agreement and includes all documents/information listed in Annexure E of this Agreement.
- (xx) **“Incentive Scheme”** means the incentive scheme offered by SSCL as specified in Annexure C (1) of this Agreement.
- (xxi) **“Intellectual Property”** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logs, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xxii) **“Maximum Retail Price” or “MRP”** means Maximum Retail Price, per subscriber, per month, excluding taxes, of each of the a-la-carte pay channels and bouquet of pay channels offered by SSCL as more specifically specified in Annexure B & C of this Agreement.
- (xxiii) **“MIB”** means the Ministry of Information & Broadcasting, Government of India.
- (xxiv) **“Monthly Average Subscriber Level”** means the average number of Subscribers for a particular month, as set forth in the applicable month’s Subscriber Report, as set forth in Schedule 4 & 5.
- (xxv) **“Monthly License Fees”** means the monthly subscription fee payable by the MSO to SSCL in terms of Clause 7 of this Agreement.
- (xxvi) **“Multi System Operator” or “MSO”** means a Cable Operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives the programming services from the broadcasters and re-transmits the same for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.

- (xxvii) **“QoS Regulations”** means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 (as amended)
- (xxviii) **“Packages / Tier”** means various packages offered by the MSO to the Subscribers comprising of channels of SSCL.
- (xxix) **“Registered Area”** means the registered area of operation of the MSO as mentioned in the registration Granted by the Central Government.
- (xxx) **“STB”** means the MSO provided and/or the MSO authorized set top box (embedded with the MSO designated vendor designed CAS micro chip) installed in the premises of the Subscriber as connected to the television of the Subscriber that allows the Subscriber to receive the Subscribed Channels in unencrypted and descrambled from through its digital Addressable System.
- (xxxi) **“Subscriber”** means a person in the Area who receives signals of Subscribed Channels from its digital Addressable System at a place indicated by such person and uses the same for domestic purposes without further transmitting it to any other person and specifically excludes Commercial Subscriber. For the sake of clarity, one STB in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the MSO either directly or indirectly (through local cable operators) through its digital Addressable System shall be treated as one Subscriber.
- (xxxii) **“Subscribed Channels”** means the channels and/or bouquet of channels subscribed/carried by the MSO, as are specifically identified by the MSO by assigning tick marks (✓) against such channels/bouquets listed in Annexure B & C to this Agreement.
- (xxxiii) **“Subscriber Management System”** or **“SMS”** means a system or device which, stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber’s record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.
- (xxxiv) **“Subscriber Reports”** means the monthly subscriber reports to be provided by the MSO to SSCL in terms of Clause 11 of this Agreement.
- (xxxv) **“SSCL Marks”** shall mean all Intellectual Property owned or used by SSCL from time to time in connection with the Channel/Subscribed Channels, including, without limitation, the trade names and trademarks specified by SSCL itself.
- (xxxvi) **“TDSAT”** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (xxxvii) **“Technical Specifications”** means the technical specifications set forth in Schedule 1 to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (xxxviii) **“Term”** means the period commencing from the Effective Date for a period of one (1) year, unless terminated earlier in accordance with the provisions of the Agreement.
- (xxxix) **“Territory”** means the states of Tamil Nadu, Kerala and Union Territory of Puducherry, Andaman & Nicobar and Lakshadweep.
- (xl) **“TRAI”** means the Telecom Regulatory Authority of India.

2. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

- (a) The references to Annexure and Schedule are references respectively to the annexure to this Agreement.
- (b) The reference to the singular includes reference to plural and vice versa.
- (c) The reference to any gender includes a reference to all other genders.
- (d) The term “including” shall mean “including without limitation”.

3. NON-EXCLUSIVE RIGHT:

- (i) On the basis of the representations, warranties and undertakings given by the MSO, and subject to the MSO paying the Monthly Subscription Fees, SSCL hereby grants non-exclusive right to the MSO to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of such Subscribed Channels through its digital Addressable System to the Subscribers (either directly or through the local cable operators) in a securely encrypted manner during the Term (both to be done at the MSO's sole cost and expense), subject to the MSO complying with all the terms and conditions as set out in this Agreement. The MSO hereby specifically understands and acknowledges that the MSO shall not have the right to upgrade the standard definition feed of the Subscribed Channels/Bouquets to high definition feed (by using any technology now available or which may become available in future) at the time of re-transmitting the Subscribed Channels/Bouquets through its digital Addressable Systems. The MSO further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the MSO to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever. All distribution rights not specifically and expressly granted to the MSO under this Agreement, including without limitation, NVOD, PPV, SVOD, VOD, personal computer, mobile telephony, or any technology now available or which may become available in future, are reserved by SSCL.

4. OBLIGATION OF THE MSO :

- (i) The MSO shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers through its Digital Addressable System, either directly or through local cable operators.
- (ii) The MSO shall raise monthly invoices on the Subscribers towards subscription of the channels (from amongst the Subscribed Channels) and the MSO shall collect such invoiced monthly fees from the Subscribers.
- (iii) Irrespective of the MSO's collection of the invoiced monthly amounts from the Subscribers, the MSO shall pay the Monthly License Fees to SSCL, in a timely manner.
- (iv) The MSO shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.
- (v) The MSO shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its digital Addressable System and shall regularly provide to SSCL with updated piracy reports.
- (vi) The MSO shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favorably by MSO with respect to competing channels on a genre basis.

5. EQUIPMENT:

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

6. DELIVERY AND SECURITY:

The Subscribed Channels must be delivered by the MSO to the Subscribers in a securely encrypted manner without any alterations. The transmission specifications and infrastructure allocated by the MSO in respect of the broadcast signal of the SSCL's Channels by the MSO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital Addressable System. SSCL has the right to alter any or all of the respective Subscribed Channel(s), including the name(s) of such Subscribed Channel(s) and the programming exhibited on such Subscribed Channel(s).

7. MONTHLY LICENSE FEES & PAYMENT TERMS:

- (a) For each month or part thereof during the Term of the Agreement, the MSO shall pay to SSCL the Monthly License Fees which shall be the Rate multiplied by the Monthly Average Subscriber Level.
- (b) The a-la-carte and bouquet "Rate" per Subscriber is set out in Annexure B as well as Annexure C to this Agreement. The rates mentioned in the Annexure to this Agreement, as referred to above, are exclusive of all taxes and levies.
- (c) In case the MSO avails one or more Bouquet(s) of SSCL:
 - (i) If the MSO is providing the Bouquet(s) as a whole to its Subscribers, the Monthly License Fees for such Bouquet(s) shall be equal to the Bouquet rate as set out in Annexure B and C multiplied by the number of monthly average number of subscribers availing the Bouquet(s).
 - (ii) if the MSO does not offer such opted bouquet(s) as a whole to its subscriber but offers only certain channels comprised in such bouquet or packages, the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to SSCL for such entire opted bouquet by the MSO, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.
- (d) In case the MSO avails one or more or all channels of SSCL on a-la-carte rate basis:
 - (i) If the MSO is providing the Channels on a-la-carte basis to its Subscribers, the Monthly License Fees for such a-la-carte channels shall be equal to the a-la-carte rate as set out in the Annexure B multiplied by the number of monthly average number of subscribers availing the channels on a-la-carte basis.
 - (ii) If the MSO does not offer such opted a-la-carte Channel(s) as a-la-carte to its Subscriber but offers the a-la-carte Channel(s) in packages, then the payment to SSCL for each of the a-la-carte Channels shall be calculated on the basis of subscriber base of the package in which such opted a-la-carte Channel has been placed.
- (e) In case the MSO avails one or more Channels on a-la-carte rate basis and also opts for different Bouquet(s) not comprising of Channels opted on a-la-carte basis of SSCL:
 - (i) For bouquet(s), the monthly license fee shall be calculated on the basis of 7(c) above.
 - (ii) For a-la-carte channels, the monthly license fee shall be calculated on the basis of Clause 7(d) above. Payment of the Monthly License Fees shall be subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.
- (f) The Monthly License Fees shall be paid monthly in arrears within 7 (seven) days of receipt of invoice raised on the basis of report of the MSO by SSCL without any deduction except deduction of withholding tax/TDS as provided in this Agreement.
- (g) Within 7 (seven) days of end of each month, the MSO shall provide opening, closing and average number of Subscribers for that month, based on which SSCL shall raise an invoice on the MSO. In case the MSO fails to provide the report within the prescribed said period of seven (7) days, SSCL shall have the right to raise a provisional invoice and the MSO shall be under obligation to pay the Monthly License Fees on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the Monthly License Fees payable by the MSO for the immediately preceding month. On receipt of the report from the MSO, the parties would conduct reconciliation between the provisional invoice raised by SSCL and the report sent by the MSO. The MSO understands and acknowledges that non-receipt of dispatched invoices from SSCL shall not relieve the MSO from its obligation to make the payments of the Monthly License Fees within the Due Date (as defined below). In the event the MSO does not receive the invoice for a particular month by the 15th day of such month, then the MSO shall promptly intimate SSCL about the same and request for issuance of duplicate invoice. All such communication shall mandatorily be addressed/marked to the attention of Chief Financial Officer / Director (Finance) of SSCL.
- (h) The MSO shall be required to pay to SSCL the Monthly License Fee within seven (7) days of the MSO's receipt of the invoice / provisional invoice / the 7th day from the expiry of the concerned month, whichever is earlier ("Due Date").
- (i) Failure on the MSO's part to make applicable payment within the applicable Due Date shall constitute a material breach on part of the MSO hereunder entitling SSCL to initiate applicable legal proceedings under Applicable Laws against the MSO at the entire risk of the MSO as to costs and expenses. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly at the rate of 18% (eighteen percent) per annum. The imposition and collection of

interest on late payments does not constitute a waiver of the MSO's obligation to pay the Monthly License Fees by the Due Date, and SSCL shall retain all of its other rights and remedies under the Agreement.

- (j) All Monthly License Fees hereunder are exclusive of all applicable indirect taxes including all and any Goods and Service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the MSO's cost and will be charged at the prevailing rates by SSCL to the MSO.
- (k) If payment of the Monthly License Fees is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the MSO shall provide tax withholding certificates to SSCL within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issued there under.
- (l) The Monthly License Fees shall be paid by the MSO to SSCL in Indian Rupees by demand draft/pay order/RTGS in favour of "Silverstar Communications Limited", unless instructed otherwise in writing by SSCL. No cash payments shall be made by the MSO towards the Monthly License Fees or any other dues whatsoever.
- (m) If, pursuant to mutual agreement between SSCL and the MSO, debit note or credit note is to be issued by SSCL for an already invoiced period to adjust any differential amount, such debit note or credit note shall be issued by SSCL post calculation of such differential amount. Debit notes issued by SSCL shall be paid by the MSO immediately upon its receipt (receipt through e-mail specifically permitted). All other provisions under the Agreement as regards interest on late payment shall apply to such differential amounts receivable by SSCL.

8. REVISION OF RATES/MONTHLY SUBSCRIPTION FEES:

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

9. REPLACEMENT/CONVERSION OF CHANNEL:

- (i) SSCL reserves the right at any time during the Term to remove and/or delete any television channel from the Subscribed Channels ("Removed Channel") and the applicability of this Agreement with respect to the Removed Channel shall stand terminated. SSCL shall have the right to replace any Removed Channel with a replacement channel or to add any channel to the list of Channels and to grant the distribution rights to the MSO in respect of the replacement or new channel. If any channel is removed, replaced or added to the list of Channels, the Monthly License Fees payable shall be proportionately adjusted. For avoidance of doubt it is hereby clarified that SSCL shall use its best commercial endeavors to provide reasonable notice to the MSO with respect to removal or replacement of the Subscribed Channels, provided however that failure to provide any such notice to the MSO shall not be deemed a breach of SSCL's obligations hereunder. Additionally, the MSO hereby undertakes not to involve SSCL and indemnify SSCL from any claim/damage/legal proceedings that may be brought against the MSO by any of the Subscriber on account of such Removed Channels (with or without prior notification) and/or increase, if any, in the subscription rates that the MSO may choose to levy on the Subscriber.
- (ii) It is hereby clarified for the avoidance of doubt that amongst the Channels/Subscribed Channels, if any free-to-air channel is converted as a pay channel or if any pay channel is converted into a free-to-air channel, as applicable, the Monthly License Fees payable shall be proportionately adjusted.

10. ANTI PIRACY:

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part (hereinafter collectively referred to as "Piracy"), the MSO shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as "Security Systems") and security specifications as are set forth in Schedule 2 of this Agreement and/or as may be specified, in a non-discriminatory manner in writing, from time to time, by SSCL. The MSO granting access to the Subscribed Channels to subscribers outside the Area through

its digital Addressable System shall tantamount to the MSO allowing unauthorized access to the Subscribed Channels.

- (ii) To ensure the MSO's ongoing compliance with the security requirements set out in the Agreement, SSCL may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by SSCL in writing no more than twice per year during the Term, at SSCL's cost and expense. An indicative scope of audit is laid down in Annexure G to this Agreement. If the results of any Technical Audits are not found to be satisfactory by either the MSO or SSCL, then SSCL shall work with the MSO in resolving such issues in the next ten (10) business days. If a solution is not reached at by then, SSCL may, in its sole discretion, suspend the MSO's right to distribute the Subscribed Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to SSCL's satisfaction. The MSO 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 MSO to SSCL's satisfaction.
- (iii) The MSO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed/transmitted through its digital Addressable System at least every 10 minutes on 24 x 7 x 365(6) basis.
- (iv) The MSO shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the MSO at the time the Channels are made available. If the MSO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, the MSO shall within 10 minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify SSCL and the MSO shall also switch off the concerned STB to prevent such unauthorized use. However, use of a STB with personal video recorder/digital video recorder facility which has been supplied by the MSO, shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of the subscription agreement between the MSO and the Subscriber.
- (v) If so instructed by Information (as defined below) by SSCL, the MSO shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within 10 minutes from the time it receives such instruction from SSCL. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the Parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by SSCL's representatives through other means of communications such as telephonic message, fax, etc. and the said "Information" shall later be confirmed by SSCL through e-mail and the MSO shall be under obligation to act upon such information.
- (vi) SSCL plans to actively combat piracy of the Channels in the Territory and the MSO undertakes to work closely and provide all such assistance to SSCL as may be reasonably required by SSCL in that regard. The MSO shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule 2.

11. SUBSCRIBER REPORTS:

- (i) The MSO will maintain at its own expense a SMS which should be fully integrated with the CAS.
- (ii) The MSO shall provide to SSCL complete and accurate opening and closing subscriber monthly reports for the Subscribed Channels and the Tier/Package containing the Subscribed Channels within seven (7) days from the end of each month in the format provided by SSCL from time to time. If any Subscriber has opted for more than one connection from the MSO, all such additional connections must feature in the Subscriber Report.
- (iii) Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each SSCL Channel and each Package/Tier in which a SSCL Channel is included) and the Monthly License Fees payable to SSCL and shall be signed and attested by an officer of the MSO and/or an authorized person, who shall certify that all information in the report is true and correct.
- (iv) The MSO shall also include in its Subscriber Report comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report. The obligation of the MSO to provide to SSCL the Subscriber Reports shall survive termination of the Agreement until SSCL receives the Subscriber Reports for each relevant month for which any Monthly License Fees is payable.

12. SUBSCRIBER MANAGEMENT SYSTEM:

The MSO will maintain throughout the Term and for two (02) years thereafter (or such longer period as required by law) sufficient records to enable SSCL to verify the Monthly Subscriber Reports supplied by the MSO, the payments due to SSCL hereunder and the MSO's compliance with SSCL's anti-piracy obligations as set out in Schedule 2 of this Agreement.

13. AUDIT:

- (i) The MSO shall, at its own cost, once in a calendar year, cause audit of its subscriber management system, conditional access system and other related systems by an auditor (mandatorily by TRAI empaneled auditor, if already empaneled), to verify that the monthly subscription reports made available by the MSO to SSCL are complete, true and correct and issue an audit report to this effect to SSCL. The audit report to include the details of (a) procedure/process followed by the MSO during the audit along with the month on month reconciliation statement between SMS & CAS for each of the Subscribed Channels (both a-la-carte and bouquet of pay channels), and (b) the justification for variance of the Subscribers if any. If such audit reveals that SSCL is entitled to additional license fees of 0.5% or more in any month(s), without prejudice to Clause 13(ii) below, SSCL shall raise revised invoice(s) for such month(s) and the MSO shall within ten (10) days of receipt of the revised invoice pay the differential amounts between the revised invoice(s) and the earlier invoice(s) together with interest at the rate of 18% per annum.
- (ii) In case, SSCL is not satisfied with the audit report received by the MSO under Clause 13(i) above or, if in the opinion of SSCL, the Addressable System being used by the MSO does not meet requirements specified in the **Schedule 1** of this Agreement, SSCL may, after communicating the reasons in writing to the MSO, at its own cost, cause audit the subscriber management system, conditional access system and other related systems of the MSO by an auditor (mandatorily by TRAI empaneled auditor, if already empaneled), not more than once in a calendar year. If such audit reveals that SSCL is entitled to additional license fees, the MSO shall raise revised invoice(s) for such month(s) and the MSO shall within ten (10) days of receipt of the revised invoice pay the differential amounts between the revised invoice(s) and the earlier invoice(s) together with interest at the rate of 18% per annum. Further, if such audit reveals that SSCL is entitled to additional license fees of 2% or more in any month(s), the costs of such audit shall be borne by the MSO. Further, the MSO shall also take necessary actions to avoid occurrence of such errors. Further, if the audit reveals that the Addressable System being used by the MSO does not meet the requirements of **Schedule 1** of this Agreement, SSCL shall be entitled to disconnect the signals of subscribed channels to the MSO's network, after giving three (3) weeks' notice to the MSO. The MSO undertakes to offer necessary assistance to the auditor(s) so that audit can be completed in a time bound manner.
- (iii) The MSO shall be under a legal obligation to revert within seven (7) days ("Revert Period") after a request is received for audit from SSCL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. If within 15 days if there is no response then SSCL shall have the right to issue disconnection notice.
- (iv) In the event during the audit exercise if it is found that the MSO has not informed SSCL about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the MSO has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event SSCL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 2X times of the maximum retail price for such channels and or bouquet from the date of agreement. For example, if the undeclared number of subscribers is say 1000 and the MRP share of SSCL for this 1000 undeclared subscribers is Rs. X, then in such a scenario the MSO shall be liable to pay X multiplied by 2 times.
- (v) The MSO shall provide full cooperation to the empaneled auditors appointed by SSCL in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to MSO's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. The MSO shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The MSO shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in Clause 13 herein below. Any breach by or on the part of the MSO with regard to the above covenants shall be construed as material breach of this Agreement.
- (vi) An indicative scope of audit is laid down in **Annexure G** to this Agreement.
- (vii) The MSO shall remain the sole owner and holder of all customer databases compiled by the MSO under

the Agreement.

(viii) The MSO will maintain at its own expense a SMS capable of, at a minimum:

- (a) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - (b) administering subscriptions of the Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - (c) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - (d) administering payments of any commission fees from time to time payable to the MSO's authorized agents for the sale to Subscribers of the Packages;
 - (e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - (f) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
 - (g) The MSO shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of SSCL (Mega TV Network) Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to SSCL.
- (ix) The audit rights of SSCL under Clause 13(ii) of the Agreement shall survive for twenty four (24) months post expiry/termination of this Agreement, meaning thereby that SSCL can exercise its rights prescribed in Clause 13(ii) of the Agreement, for verifying the correctness of the Monthly Subscriber Reports supplied by the MSO for the Term, during any one (1) of the three (3) years commencing from the Effective Date.

14. TERM & TERMINATION:

- (i) This Agreement shall be valid for the Term of one (01) year from the effective date of this agreement and/or shall be extended on mutual consent in writing. This Agreement shall automatically expire by efflux of time, i.e., on the completion of the Term, unless terminated earlier.
- (ii) The Term may be extended on terms and conditions to be mutually agreed and recorded in writing between the Parties.
- (iii) Either Party has a right to terminate this Agreement by a written notice, subject to Applicable Laws, to the other Party in the event of:
 - (a) material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so; or
 - (b) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; or
 - (c) the digital addressable cable TV system license or any other material license necessary for the MSO to operate its digital Addressable System being revoked at anytime other than due to the fault of the MSO.
- (iv) SSCL shall have the right to terminate this Agreement by a written notice to the MSO if (a) the MSO breaches any of the Anti Piracy obligations and fails to cure such breach within ten (10) days of being required in writing to do so; or (b) SSCL discontinues the Subscribed Channels with respect to all distributors and provides the MSO with at least ninety (90) days" prior written notice.
- (v) The MSO shall have the right to terminate this Agreement on written notice to SSCL if the MSO discontinues its digital Addressable System business and provides at least ninety (90) days prior written notice.
- (vi) SSCL shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to the MSO and/or take any other action as may be appropriate, upon occurrence of any of the following:
 - (a) In case of dissolution of the partnership or winding up proceedings against the MSO;
 - (b) In the event of assignment of the Agreement by the MSO without prior written approval of SSCL;

- (c) If the MSO voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels (including but not limited to entering into an agreement/arrangement with another Broadcaster for operational and/or administrative and/or funding purposes, etc.);
 - (d) In the event SSCL/ Broadcasters is/are subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of SSCL to provide the Subscribed Channels or any part thereof to the MSO or limit the MSO's right or authorization to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts SSCL to provide the Subscribed Channels to the MSO under the terms of this Agreement;
 - (e) If the Equipment are removed from the Installation Address without prior written consent of SSCL or is being used or intended to be used, at a place other than the Installation Address;
 - (f) If the MSO's representations, warranties contained in this Agreement are found to be untrue; and
 - (g) If the MSO's does not comply with any rules, regulations, orders of TRAI or any other government or statutory body/court or tribunal.
- (vii) SSCL's rights to terminate the Agreement shall be without prejudice to SSCL's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable laws.
- (viii) The MSO hereby acknowledges that if signal of any Subscribed Channel, which was disconnected/deactivated for reason attributable to the MSO, needs to be reconnected, the MSO shall be liable to pay non –refundable re-activation fee of Rs.500 per channel per re-activation, if SSCL so elects. Further, the MSO acknowledges that such re-activation fee does not constitute a penalty.

15. CONSEQUENCES OF EXPIRY/TERMINATION:

- (i) Upon expiry/termination of the Agreement:
 - (a) SSCL shall disconnect/deactivate signals of the Subscribed Channels, and any agreement between the Parties for carriage of the Subscribed Channels on the digital Addressable System of the MSO ("Allied Agreements") shall automatically terminate.
 - (b) The MSO shall forthwith pay the outstanding amounts under the Agreement to SSCL, failing which, without prejudice to SSCL's rights to take appropriate legal action against the MSO, SSCL reserves the right to adjust such outstanding amounts from the amounts payable by SSCL to the MSO under the Allied Agreements.
 - (c) The MSO shall immediately return the Equipment of the Subscribed Channels to SSCL in good working condition failing which the MSO shall be liable to compensation/damages, equivalent to the Monthly License Fees last paid by the MSO, for each month of delay, on a pro-rata basis,
 - (d) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession; and
 - (e) The MSO shall within ten (10) days of the expiry/termination pay to SSCL all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to SSCL under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 18% (eighteen per cent) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
- (ii) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

16. REPRESENTATIONS AND WARRANTIES OF SSCL:

- (i) SSCL represents to the MSO that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (ii) SSCL makes no representations and/or warranties relating to the continuity, reception and quality and nature of the contents on the Subscribed Channels and SSCL shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the MSO.

17. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE MSO

- (i) The MSO represents, warranties and undertakes the following to SSCL:
- (a) The MSO has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
 - (b) By executing this Agreement, the MSO is not in breach of any of the provisions contained in any other agreement executed by the MSO with any third party.
 - (c) The MSO has a valid and subsisting license from the applicable statutory authority which permits operation of its Addressable System and the MSO undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to SSCL as and when called upon to do so by SSCL.
 - (d) The MSO shall abide, implement and ensure compliance to the TRAI Regulations relating to Addressable Cable Systems, in particular the Interconnection Regulation, Tariff Orders and QoS Regulations (as defined above).
 - (e) The MSO undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the MSO in the packages offered to the Subscriber.
 - (f) The MSO has the capacity to carry the minimum requisite number of channels on its Addressable System, in terms of Applicable Laws.
 - (g) The MSO undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.
 - (h) All the Execution Requirements provided by the MSO to SSCL are correct.
 - (i) The STBs, CAS and SMS shall comply with the Technical Specifications and the MSO agrees that the STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs. In case SSCL finds that the digital Addressable System being used by the MSO does not meet the requirements specified in Schedule I, it shall inform the MSO who shall get its Addressable System audited by an authority specified by the TRAI by direction from time to time, and obtain a certificate from such agency that its Addressable System meets the requirements specified in Schedule I.
 - (j) The MSO shall provide the applicable Subscriber Reports and pay the applicable Monthly License Fees, together with applicable taxes, in a timely manner, failing which, the MSO shall be liable to pay applicable interest along with the due payment.
 - (k) The MSO shall not retransmit the Subscribed Channels via any medium other than its Addressable System.
 - (l) The MSO shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to SSCL delivering the signals of Subscribed Channels to the MSO of a quality sufficient to permit the MSO to reasonably comply with such standards. The MSO 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 SSCL of any degradation to any of the Subscribed Channels' signals.
 - (m) The MSO undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
 - (n) The MSO undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The MSO further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify SSCL of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by SSCL to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to the Subscribers using STBs with PVR/DVR facilities. However, the MSO undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature.

- (o) The MSO shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the MSO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.
- (p) The MSO undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.
- (q) The MSO undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of SSCL. Further, the MSO undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the last page of this Agreement or allow anybody else to do the same, without prior written permission of SSCL and shall indemnify SSCL against any damage, destruction, theft or loss of the Equipment.
- (r) The MSO undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom.
- (s) The MSO undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of SSCL and bear all expenses for general repairs and maintenance of the same and it shall immediately notify SSCL in the event of any mechanical/technical fault in the Equipment.
- (t) The MSO 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 SSCL against any default or non-payments in this regard.
- (u) Upon expiry/termination of the Agreement, the MSO undertakes to return to SSCL the Equipment in good working condition and pay to SSCL all outstanding payments that may be payable to SSCL under the Agreement on the date of termination.
- (v) Upon change in the designated satellite of the Subscribed Channels, the MSO undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
- (w) The MSO undertakes to promptly intimate SSCL of any change in ownership or sale of the business/assets of the MSO.
- (x) The MSO undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to SSCL and/or its representatives for inspection/audit upon reasonable notice.
- (y) The MSO undertakes to provide all assistance to SSCL for conducting survey to determinate the actual subscriber base of the MSO. The MSO undertakes to furnish and submit to SSCL all information and/or documents as may be required by SSCL from the MSO from time to time.
- (z) Whenever any of the Channels are launched in high definition format, the MSO shall arrange for distribution of the high definition format signals of the applicable channels through its Addressable System, however, subject to separate commercial arrangement between the Parties.
- (aa) The MSO undertakes to comply with the Applicable Laws.

18. ADVERTISING AND PROMOTIONS:

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

19. INTELLECTUAL PROPERTY RIGHTS:

- (i) It is expressly agreed and understood that the MSO shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than those expressly provided in this Agreement.

- (iii) All Intellectual Property related to the Subscribed Channels shall belong exclusively to SSCL. The MSO shall not acquire any proprietary or other rights in the Intellectual Property to which SSCL or its associates or subsidiaries or SSCL assert proprietary or other rights, which SSCL may notify the MSO from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. The MSO may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of SSCL. Marketing materials generated by the MSO may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the MSO. Such marketing materials shall require the prior written approval of SSCL. The MSO shall not acquire any proprietary or other rights over the SSCL Marks, and agrees not to use SSCL Marks without prior written consent of SSCL. Unless notified to the contrary by SSCL, in all trade references, advertising, promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by SSCL. To the extent any of such rights are deemed to accrue to the MSO, the MSO agrees that such rights are the exclusive property of SSCL. SSCL reserves the right to inspect any such material at any time without prior notice. The MSO shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of SSCL, resembles any of the Intellectual Property. The MSO shall include appropriate copyright and other legal notices as SSCL may require, and shall promptly call to the attention of SSCL the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Territory. The MSO shall within 10 days after termination of this Agreement return to SSCL or, at SSCL's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of SSCL are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to SSCL all interest in and to any graphic representation created by or for the MSO of any Intellectual Property. To the extent permissible by law, the MSO hereby appoints SSCL its lawful attorney-in-fact irrevocably to carry out any legal action required to cancel any registration or application for registration obtained or made by the MSO for the Intellectual Property pertaining to SSCL/Service Provide and the Subscribed Channels as mentioned in this clause or to cause all of the MSO's interest in such registrations or application to be transferred to SSCL, it being acknowledged that such power is a power coupled with an interest.

20. LIMITATION OF LIABILITY:

- (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.
- (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

21. CONFIDENTIALITY:

The MSO shall keep in strict confidence any Confidential Information received by it from SSCL and shall not disclose the same to any person, not being a party to this Agreement. The MSO shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the MSO to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of SSCL and the MSO shall not acquire any rights in the Confidential Information.

22. FORCE MAJEURE:

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

23. NO AGENCY:

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

24. NO WAIVER:

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

25. ASSIGNMENT:

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

26. INDEMNITY AND THIRD PARTY CLAIMS:

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

27. SEVERABILITY:

If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

28. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the MSO and SSCL set forth in the Agreement, unless either Party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D. All notices to SSCL shall be addressed in the attention of "Legal Officer, Mega TV Network, No.24, 6th Main Road, Kasthuribai Nagar, Adyar, Chennai – 600 020.

29. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction and the jurisdiction is at Chennai Court/s either in connection with or as a result of this Agreement.

30. ENTIRE UNDERSTANDING/ MODIFICATIONS:

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

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

<p>For SILVERSTAR COMMUNICATIONS LTD.,</p> <p>Signature: _____</p> <p>Name: Mrs. JAYANTHI THANGABALU</p> <p>Title: Authorized Signatory</p> <p>Seal:</p>	<p>For _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: Authorized Signatory</p> <p>Seal:</p>
---	---

Witness:

1.

Witness:

MSO

SSCL

SCHEDULE 1

ADDRESSABLE SYSTEM REQUIREMENTS

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

Set –Top Box Requirements:

All STBs should have a Conditional Access System.

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

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

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

STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The MSO shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the MSO within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - a. Unique customer identification (ID)
 - b. Subscription contract number
 - c. Name of the subscriber
 - d. Billing address
 - e. Installation address
 - f. Landline telephone number
 - g. Mobile telephone number
 - h. E-mail address
 - i. Channels, bouquets and services subscribed
 - j. Unique STB number
 - k. Unique VC number.
12. The SMS should be capable of:
 - a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - b. Locating each and every STB and VC installed.
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
 - i. The total number of registered subscribers.
 - ii. The total number of active subscribers.
 - iii. The total number of temporary suspended subscribers.
 - iv. The total number of deactivated subscribers.
 - v. List of blacklisted STBs in the system.
 - vi. Channel and bouquet wise monthly subscription report in the prescribed format.
 - vii. The names of the channels forming part of each bouquet.
 - viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 - ix. The name of a-la carte channel and bouquet subscribed by a subscriber.
 - x. The ageing report for subscription of a particular channel or bouquet.
14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
15. The SMS shall be independently capable of generating, recording, and maintaining logs in readable format since inception with date and time stamp of log generation, for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands. All these commands should be in a format which is readable and should have required parameters/elements which can be analysed to drive channel-wise count
16. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
17. It shall be possible to generate the following reports from the logs of the CAS:
 - a. STB-VC Pairing / De-Pairing
 - b. STB Activation / De-activation
 - c. Channels Assignment to STB

- d. Report of the activations or the deactivations of a particular channel for a given period.
18. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
19. The MSO shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
20. The MSO shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to SSCL by the MSO.
21. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.
22. The MSO shall preserve unedited data of the CAS and the SMS for at least two years, including but not limited to package wise subscribers etc.
23. The MSO shall ensure that all data pertaining to SSCL channels are maintained in servers located inside India only

Fingerprinting:

1. The MSO shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing.
3. The finger printing should not be removable by pressing any key on the remote of STB.
4. The finger printing should be on the top most layer of the video.
5. The finger printing should be such that it can identify the unique STB number or the unique VC number.
6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
9. The finger printing should be possible on global as well as on the individual STB basis.
10. The overt finger printing should be displayed by the MSO without any alteration with regard to the time, location, duration and frequency.
11. Scroll messaging should be only available in the lower part of the screen.
12. The STB should have a provision that finger printing is never disabled.
13. The watermarking network logo for all pay channels shall be inserted at encoder end only

SCHEDULE 2

MSO'S ANTI-PIRACY OBLIGATIONS

1. General

- 1.1 The MSO shall take all necessary actions to prevent any unauthorized access to the Channels/Subscribed Channels through its Addressable System.

2. STBs, VCs, Systems and Procedures

- 2.1 In order to ensure that each STB is capable of being used for Fingerprinting, the MSO shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- 2.2 The MSO represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by the MSO or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at a applicable residential address. Adequate systems, processes and controls shall include, without limitation, the MSO:
 - 2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
 - 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
 - 2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
 - 2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
 - 2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
 - 2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
 - 2.2.7 De-authorizing any STB or VC that is found outside the Area or in the possession of a person who is not a bona fide Subscriber.
- 2.3 The MSO represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Channels/Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other the MSO.
- 2.4 The MSO represents, warrants and undertakes that all installations of STBs and VCs are done directly by the MSO or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, the MSO's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:
 - 2.4.1 Name;
 - 2.4.2 Installation address;
 - 2.4.3 Billing address (if different);
 - 2.4.4 Telephone number of the installation address, where applicable;
 - 2.4.5 Subscriber's unique subscriber reference or subscription agreement number;
 - 2.4.6 Channels/Bouquets that have been selected;
 - 2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;
 - 2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
 - 2.4.9 Name and unique reference number of the installer (if different from the dealer);
 - 2.4.10 VC number; and
 - 2.4.11 Unique STB number.
- 2.5 The MSO agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channels/Subscribed Channels can be accessed from addresses which are:
 - 2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in
 - 2.5.2 the SMS; or
 - 2.5.3 outside the Area; or
 - 2.5.4 that of a cable head end or any other distributor of such Channel.

- 2.6 In order to ensure that the VC is only activated for bone fide Subscribers, the MSO further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.
- 2.7 The MSO represents, warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

- 3.1 The MSO shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by SSCL and as reasonably requested from time to time.
- 3.2 The MSO shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by the MSO or by SSCL.
- 3.3 The MSO shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.
- 3.4 The MSO shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:
- 3.4.1 The Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;
- 3.4.2 Fingerprinting to be provided by the MSO on the Channels, as per the scheme provided by SSCL; SSCL shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

- 4.1 The MSO shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2 The MSO represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.
- 4.3 The MSO agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.
- 4.4 All activations and deactivations shall be performed only through SMS and not CAS

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
- 5.1.1 Any VC or STB is being located, supplied or sold outside the Area/Territory,
- 5.1.2 Any of the Channels are being viewed via a VC or STB by a third party that is not a Subscriber,
- 5.1.3 A VC is being used for viewing the Channels anywhere other than the registered address of a Subscriber, or
- 5.1.4 A VC and/or STB is being used by a cable operator or other distributor to distribute any of the Channels (each, a "Piracy Event").

- 5.2 If SSCL or the MSO becomes aware of a Piracy Event then the MSO shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.
- 5.2.1 In the event SSCL decides to take legal or other action against any infringing party committing or causing any Piracy Event, the MSO shall provide all reasonable assistance to SSCL to prevent or combat such Piracy Event.
- 5.2.2 If the MSO wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of SSCL, where SSCL shall be one of the parties to such action, it shall notify SSCL in writing and seek SSCL's prior written consent. Where SSCL consents to the MSO taking legal or other action on behalf of SSCL, the MSO shall keep SSCL fully informed of the progress of such action. The MSO shall not settle, attempt to settle or otherwise compromise the rights of SSCL or its affiliates without the prior written consent of SSCL.
- 5.3 The MSO agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.
- 5.4 The MSO shall investigate and report to SSCL any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels/Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Channels/Subscribed Channel.

SCHEDULE 3

APPLICATION FORM FOR REQUEST OF SIGNALS OF TELEVISION CHANNELS

1. Name of the MSO:
2. The names of Owners/Directors/Partners of the MSO:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. E Mail:
8. Copy of certificate of registration/ permission/ license (Attach a Copy):
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the MSO:
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:
11. Area wise present subscriber base of the MSO:
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 in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available:

(Signature)

Date:

Place:

DECLARATION

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

(Signature)

Date:

Place:

MSO

SSCL

SCHEDULE 4

STATE / UNION TERRITORY WISE SUBSCRIPTION REPORTS

Reported month:

State/ Union Territory:

Year:

The 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, Table 2, Table 3 and Table 4, respectively. The number of subscribers shall be recorded at any point of time between 19:00 hrs to 23:00 hrs of the day.

1. If the MSO subscribes any of the Channel(s) on an a-la-carte basis and offers the same to the Subscribers on a-la-carte basis (Table 1)
2. If the MSO subscribes any of the Channel(s) on an a-la-carte basis and offers the same to the Subscribers as part of a Package (Table 2)
3. If the MSO subscribes any of the Bouquet(s) and offers the same to the Subscribers as a standalone Package (Table 3)
4. If the MSO subscribes any of the Bouquet(s) and offers the same to the Subscribers as part of a Package (Table 4)

TABLE 1

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

TABLE 2

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

TABLE 3

Sl.	Name of the bouquet of pay channels	Area / City/ Town	Name of constituent channels of bouquet of the broadcaster	Number of subscribers of the Package on 7 th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	$(9)=[(5)+(6)+(7)+(8)]/4$
1.								
2.								

S. No.	Name of the bouquet of pay channels	Area/City/Town	Name of constituent channels of bouquet of the broadcaster	Name of Package	Name of constituent channels of Package	Number of subscribers of the Package on 7th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)			(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]/4
1.										
2.										

TABLE 4

SCHEDULE 5

INCENTIVE SUBSCRIPTION REPORTS

Reported month: State/ Union Territory: Year:

S. No.	Name of Bouquet	Name of Package	Name of Pay Channels	LCN Number	LCN Rank	Primary Market	Subscribers of the Channel in the Primary Market	Subscribers of MSO in the Primary Market
1.								
2.								

Note:

- Each set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the MSO, shall constitute one subscriber.
- The reports shall be generated in non-editable PDF format, with read only permissions.
- MSO opting to avail the incentive benefit has to submit monthly subscriber and other reports, as per the primary market identified for the pertinent bouquet in Annexure C(1).
- The Active subscriber base of the MSO for the market for availing the LCN incentive for the month will also be provided along with the monthly reports, duly certified

ANNEXURE A

THE CHANNELS AND GENRES

SI.No.	Name of Channel	Genre	Language(s)
1	Mega TV	GEC (News & CA)	Tamil
2	Mega Musiq	Music (Non-News)	Tamil and all other languages
3	Mega 24	GEC (News & CA)	Tamil

WEB COPY NOT FOR EXECUTION

ANNEXURE B

A-LA-CARTE RATES PER SUBSCRIBER PER MONTH

TICK HERE (✓)	SL. NO.	CHANNEL	MRP Excluding all applicable taxes (INR)
Standard Definition Channels			
	1.	Mega TV	3.00
	2.	Mega Musiq	2.00
	3.	Mega 24	1.00

WEB COPY NOT FOR EXECUTION

ANNEXURE C

BOUQUETS OF STANDARD DEFINITION CHANNELS and HD CHANNELS

BOUQUET 1:

TICK HERE (✓)	SL. NO.	CHANNEL	MRP excluding all applicable taxes (INR)
	1. 2. 3.	Mega TV Mega Musiq Mega 24	3.60

BOUQUET 2:

TICK HERE (✓)	SL. NO.	CHANNEL	MRP excluding all applicable taxes (INR)
	1. 2.	Mega TV Mega Musiq	3.45

BOUQUET 3:

TICK HERE (✓)	Sl. No.	Channels	MRP excluding all applicable taxes (INR)
	1. 2.	Mega TV Mega 24	3.30

***Distribution fee is 20% of MRP of subscribed channel/bouquet**

*The above mentioned rates are exclusive of all applicable taxes

*SSCL reserves the right to revise the MRPs of bouquet of pay channels, subject to compliance with the Applicable Laws.

*SSCL reserves the right to offer promotion schemes on the bouquet of pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time. The prices of the a-la-carte pay channel(s) offered under such promotional scheme shall be considered as maximum retail price(s) during the period of such promotional scheme.

**Annexure C (1)
Incentive Scheme**

1. SSCL is offering the following incentives on the MRP of its **Bouquet 1** set out in this **ANNEXURE C** subject to the MSO fulfilling the conditions set out in this **ANNEXURE C(1)**:
2. MSO is desirous of availing the Incentive Scheme on MRP of Bouquet of MEGA TV NETWORK Channels _____ (Yes / No).
3. **Incentive Parameters for Incentive on MRP of Bouquet:**

The following parameters are to be fulfilled by the MSO to be eligible to avail the incentive under the Incentive Scheme(s) on MRP of Bouquet of MEGA TV NETWORK channels.

Bouquet (LCN) Incentive : Bouquet Slab (LCN) Incentive shall mean the incentive based on the logical channel number ("LCN") slabs for the channels forming part of the Bouquet within specified genre (as listed in **Table A** below), in which any of the MEGA TV NETWORK Channels are placed by the MSO on the Platform, within the specified genre and language of all MEGA TV NETWORK Channels as contained in electronic program guide system as set out in **Table B** of this **ANNEXURE** ("Bouquet (LCN) Incentive").

**TABLE – A
Genre and Logical Channel Number (LCN) Slabs**

Sl.No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
1	MEGA TV	General Entertainment (Tamil)	Sun Tv, Vijay, Zee Tamil, Jaya TV and similar channels.	1 to 4	5 or 6
2	MEGA MUSIQ	Music (Tamil & Others)	Sun Music, Jaya Max and similar channels	1 to 2	3 or 4
3	MEGA 24	GEC (Tamil)	K TV, Jaya Movies and similar channels	1 to 2	3 or 4

**Table – B
Bouquet Slab (LCN) Incentive**

Particular Bouquet	Percentage Incentive	
	Bouquet Slab 1	Bouquet Channel 2
Bouquet 1 (MEGA TV, MEGA 24, MEGA MUSIQ)	15%	10%

**Table – C
Primary Market for Identified Channel(s)**

Sr.No.	Channel Name	Primary Market
1	MEGA TV	Tamil Nadu & Pondicherry
2	MEGA MUSIQ	Tamil Nadu & Pondicherry
3	MEGA 24	Tamil Nadu & Pondicherry

- a) MSO shall be considered eligible to avail the Bouquet Slab (LCN) incentive in the event it satisfies following two conditions:
 - i. Any of the Identified Channel(s) forming part of the bouquet is made available to at least 80% of the Total Active Pay Subscriber of the MSO in the respective Primary Market(s) as mentioned in **Table-C** herein above applicable under this Agreement, and
 - ii. Places all the MEGA TV NETWORK Channels forming part of the Bouquet in the stipulated Slabs as stated in **Table – A** herein above.

- b) The MSO shall be entitled to have the flexibility of placing upto one (1) channel out of the total number of channel(s) of the particular Bouquet into any other stipulated Slab(s). Meaning thereby, if the MSO has subscribed Bouquet Tamil for which it opts for Bouquet Slab 1 and also SSCL (MEGA TV NETWORK) attains a minimum 80% penetration in its Primary Market applicable under this Agreement, then the OPERATOR has to mandatorily place minimum two (02) channels out of the three (3) channels of Bouquet 1 Tamil in their respective Slab 1, and any one channel could be placed in its respective Slab 2.
- c) Further in case the MSO places more than one (1) channel in their respective Slab 2, then the OPERATOR will be entitled to receive the Bouquet Slab Incentive as per Bouquet Slab 2.
- d) In the event that the MSO, for any reason whatsoever, fails to place more than one Channel as per the defined Slabs in **Table A**, during any day of the month and is not able to restore the channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the Bouquet Slab (LCN) Incentive for such Bouquets shall be withdrawn for that particular month.
- e) In the event, any of the Identified Channel(s) forming part of the bouquet does not attain minimum 80% penetration in the respective Primary Market(s), MSO will not be entitled to receive the Bouquet Slab Incentive even if it places all the channels forming part of the bouquet in their respective slabs.
4. The above stated Incentive scheme is available only for those MSOs/distributors who allocate LCN free-of-cost and cannot be availed by such MSOs/Distributors who opt to allocate LCN on any payment related methods, such as but not limited to LCN Allocation based on auction, bidding, LCN Fees etc..

ILLUSTRATION:

- (a) If the MSO subscribes to the Bouquet 1 i.e –MEGA TV, MEGA 24 & MEGA MUSIQ , and it satisfies the minimum reach requirements and qualifies for the LCN Incentive, then:

MRP of Bouquet 1	:	Rs.3.60
Less: LCN Incentive Slab 1 (15% of MRP)	:	<u>Rs.0.54</u>
		Rs.3.06
Less: Distribution Fee (20% of MRP)	:	<u>Rs.0.72</u>
SSCL's Share of MRP	:	Rs.2.34
Assuming Monthly Average Subscriber Level	:	10,000
Monthly Licence Subscription Fee	:	Rs.23,400/-

ANNEXURE D
EQUIPMENT DETAILS

SI No.	Name of the Channel(s)	Integrated Receiver Decoder (IRD) / CAM No.	Viewing Card (VC) No.

WEB COPY NOT FOR EXECUTION

ANNEXURE E
EXECUTION REQUIREMENTS

1. If the MSO is an individual or a sole proprietor:

- (i) Photograph of the proprietor of the Applicant firm.
- (ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
- (iii) Self attested copy of Passport / Voters ID / PAN Card / driving license for signature verification.
- (iv) Copy each of DAS License, GST Registration, TAN No., and Entertainment Tax Registration Number.
- (v) Declaration Form from the MSO's CAS vendor as per enclosed format[^] (refer Annexure F-1).
- (vi) Declaration Form from the MSO's SMS vendor as per enclosed format* (refer Annexure F-2)
- (vii) Copy of CAS &SMS integration certificate specifying the date of integration.

2. If the MSO is a partnership firm:

- (i) Certified true copy of the registered Partnership Deed.
- (ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
- (iii) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- (iv) Copy of DAS License, GST Registration, TAN No., Entertainment Tax Registration Number.
- (v) Declaration Form from the MSO's CAS vendor as per enclosed format[^] (refer Annexure F-1).
- (vi) Declaration Form from the MSO's SMS vendor as per enclosed format* (refer Annexure F-2)
- (vii) Copy of CAS &SMS integration certificate specifying the date of integration.

3. If the MSO is a company:

- (i) The Certificate of Incorporation – certified by the Company Secretary /Director.
- (ii) Memorandum and Articles of Association of the company.
- (iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
- (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- (v) Photograph of the signatory.
- (vi) Copy each of DAS License, GST Registration, TAN No., and Entertainment Tax Registration Number.
- (vii) Declaration Form from the MSO's CAS vendor as per enclosed format[^] (refer Annexure F-1).
- (viii) Declaration Form from the MSO's SMS vendor as per enclosed format* (refer Annexure F-2)
- (ix) Copy of CAS &SMS integration certificate specifying the date of integration.

4. If the MSO is a Hindu Undivided Family "HUF"

- (i) The photograph of the Karta.
- (ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
- (iii) The names of all coparceners and his/her relation with the Karta.
- (iv) Relevant documents, including any Partition Deed, Family Settlement Deed etc.
- (v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
- (vi) Copy each of DAS License, GST Registration, TAN No., Entertainment Tax Registration Number.
- (vii) Declaration Form from the MSO's CAS vendor as per enclosed format[^] (refer Annexure F-1).
- (viii) Declaration Form from the MSO's SMS vendor as per enclosed format* (refer Annexure F-2)
- (ix) Copy of CAS &SMS integration certificate specifying the date of integration.

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

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

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

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

ANNEXURE F-1

CAS VENDOR DECLARATION FORM

(ON THE LETTER HEAD OF CAS VENDOR)

TO WHOMSOEVER IT MAY CONCERN

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

Date of CAS Installation:

CAS Version:

CAS ID:

NETWORK ID:

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

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

Please find enclosed sample log of all activations & deactivations of a particular channel generated

from this CAS system. Thanking you,

For (CAS company name)

(Signature)

Name

Designation:

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

Encl: As above

Company seal

ANNEXURE F-2

SMS VENDOR DECLARATION FORM

(ON THE LETTER HEAD OF SMS VENDOR)

TO WHOMSOEVER IT MAY CONCERN

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

Date of SMS Installation: _____

SMS Version: _____

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

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

Please find enclosed sample log of all activations & deactivations of a particular channel generated

from this SMS system. Thanking you,
For (SMS company name)

(Signature)

Name: _____

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

Encl: As above

Company seal

ANNEXURE G
SCOPE OF THE AUDIT

i. Processes and systems walk through:

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

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

ii. Head End Audit:

MSO shall provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose. MSO to submit & confirm:-

- The no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs.
- This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
- All TS from MUX should be encrypted for the territory.
- MSO to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
- All Pay Channels IRDs to be provided to MSO's by Company should have SDI/Composite/ SDI output only.
- Company should not give IRDs with ASI/IP output or CAM Module.

iii. CAS Audit:

MSO will make available accurately as under:

- All requirements as per **Schedule 1** of this Agreement
- CA system certificate to be provided by MSO.
- CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- MSO to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Company by means of a fresh undertaking.
- Reconcile of CAS database / Subscriber Package-wise) with SMS database.
- Review and certify that all activation is done only from SMS and no activation / deactivation from direct CAS system,
- Review and reconcile de-active subscriber / STB between CAS and SMS system
- MSO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.
- Complete CAS logs to be provided for the period under review.

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

iv. SMS Audit:

- SMS and CAS should be fully integrated.
- All product authorization must be from SMS only.
- All requirements as per **Schedule 1** of this Agreement
- Reconcile SMS data with CAS data.
- Complete SMS logs to be provided for the period under review.

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

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

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

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

v. **STB Audit:** As per **Schedule 1** of this Agreement

vi. **Distribution Network Audit:** The MSO should provide below information in detail:

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

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

viii. **Subscriber Audit**

1. Provide system generated Channel-wise and Bouquet / Subscriber package –wise report of channels for the platform in non- editable format. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process). Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package. Any reconciliations / checks /adjustments carried out before sending the declarations.
2. Analyze declaration reports.
3. Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
4. Analyze the computation of average subscribers
5. Ascertain the average subscribers for a specific period by generating a report for the given period in the presence of the representative/auditors.

6. Analysis of the following - :
- a) Input and change controls of customer data into SMS
 - b) SMS user access controls – authentication, authorization and logging
 - c) Analyze system logs to identify any significant changes or trail of changes made
 - d) Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.
 - e) Review the system logic for the reports which are inputs to Broadcaster declarations
 - f) Channel allocation/fixation to a particular LCN and Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
Activation and deactivation request logs, opening and closing numbers of the active subscribers for a specific period (report to be taken in front of the auditors/ rep).
 - g) Confirmation of the numbers on the middle of the month on a random chosen dates
 - h) Report to be extracted in front of the auditors/ representatives of both parties
 - i) Live Demo of the queries being put in to the system to generate different reports.
 - j) List of CAS and SMS used by MSO.

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

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

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

ANNEXURE I
DETAILS OF MSO/ OPERATOR(S)

Cable TV/ P&T Regd. No.:

DAS License No:

Valid From:

Valid Up to:

PAN No.:

Service Tax Registration No:

TAN No.:

Entertainment Tax Registration No.:

Correspondence Address:

Tel. No.:

Fax No.:

Contact Person Name:

Mobile No. & E-mail ID:

Installation Address:

Tel. No.:

Fax No.:

Contact Person Name,

Mobile No. & E-mail ID:

Name of Authorized Signatory (Mr. /Ms.):

