

MODEL - INTERCONNECTION AGREEMENT

SUBSCRIPTION AGREEMENT (DIGITAL ADDRESSABLE CABLE SYSTEMS) DAS, HITS, OTT & DTH

This Subscription Agreement ("Agreement") is executed at Chennai on this _____ day of _____, _____ by and between:

SILVERSTAR COMMUNICATIONS LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at No.24, VI Main Road, Kasturiba Nagar, Adyar, Chennai – 600020, Tamilnadu, India [hereinafter referred to as "**MEGA TV NETWORK**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns];

And

_____ a Company incorporated under the Companies Act, 1956, and having its registered office at No. _____, [hereinafter referred to as "**OPERATOR**", which expression unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns];

"**MEGA TV NETWORK**" and the "**OPERATOR**" are hereinafter individually and collectively referred to as "**Party**" and "**Parties**", respectively.

SUBSCRIPTION AGREEMENT (DIGITAL ADDRESSABLE CABLE SYSTEMS)

FOR SILVERSTAR COMMUNICATIONS LIMITED, OFFICE USE ONLY

Agreement No: SA _____

SMS Reference No: _____

Customer Reference No: _____

This Subscription Agreement ("**Agreement**") is executed on this ____ day of _____ 20 ____
by and between:

SILVERSTAR COMMUNICATIONS LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at No.24, VI Main Road, Kasturiba Nagar, Adyar, Chennai – 600020, Tamilnadu, India [hereinafter referred to as "MEGA TV NETWORK, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns];

Operator (M/s.): _____

Operator's Partners Proprietor Individual HUF Others
Status: Comp Firm Firm

WHEREAS:

WHEREAS 'SILVERSTAR COMMUNICATIONS LIMITED' distributes the channels, inter alia, to the Cable Operators authorized to retransmit signals of satellite television channels through its Digital Addressable System in the DAS Areas.

WHEREAS the 'Operator' is Cable Operator authorized to retransmit signals of Satellite Television Channels through its Digital Addressable System in the DAS Area.

WHEREAS the 'Operator' is desirous to subscribe the Subscribed Channels for further retransmission through its Digital Addressable System to the Subscribers in the Area and MEGA TV is willing to provide signals of the Subscribed Channels to the Operator for further retransmission through its Digital Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the forgoing 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) **"Digital Addressable System"** means an electronic device (which includes hardware and its associated software) or more than one electronic devices (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent in an encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, and the Subscriber Management System, on the Explicit choice and request of such Subscriber, by the Cable Operator to the Subscriber.
- (ii) **"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.
- (iii) **"Area"** means Chennai Metropolitan Area which forms part of the DAS Area.
- (iv) **"Banquet" or "Bouquets"** means package(s) of channels from amongst the channels, offered by "MEGA TV NETWORK", as are listed in **Annexure A-2** of this Agreement.
- (v) **"Broadcaster"** means the respective owner of the channels.
- (vi) **"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.
- (vii) **"Cable Services"** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (viii) **"Cable Television Network"** means system consisting of set of closed transmission part and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.
- (ix) **"Channels"** means that satellite television channels listed in Annexure A-1 of this Agreement.
- (x) **"Commercial Subscribers"** means (i) hotels with ratings of three star and above (ii) heritage hotels (as specified in the guidelines for classification of hotels issued by Department of Tourism, Government of India), (iii) any other hotel, motel, inn and other commercial establishments providing boarding and lodging having fifty or more rooms; and (iv) in respect of programs of a broadcaster telecast on the occasion of special venue for common viewing, any place registered under the Entertainment Tax law and to which access is allowed on payment by "MEGA TV NETWORK" during the Term.
- (xi) **"Confidential Information"** means any confidential information disclosed by "MEGA TV NETWORK (Mega TV, Mega 24 and Mega Music)" to the Operator while the Operator is participating in the affairs/business of "MEGA TV NETWORK" and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by "MEGA TV NETWORK" during the Term.
- (xii) **"DAS Area"** means the areas within the Territory where in terms of notifications issued by the Central Government under sub-section (1) of section 4(A) of the Cable Television Networks (Regulation) Act, 19195 (7 to 1995), as amended from time to time, it is obligatory for every cable operator to transmit or re-transmit programs of any channel in an encrypted form through a Digital Addressable System.
- (xiii) **"Effective Date"** Means the Date of implementation (ACTIVATION) of DAS.
- (xiv) **"Equipment"** means equipment comprising of digital satellite receivers/ professional integrated receiver decoder (PIRDs) with SDI output together with associated viewing cards and remotes (where applicable) for each of subscribed Channels details of which are set forth in **Annexure B** hereto at the sole cost of the Operator, which enables the Operator decrypt the encrypted signals of the Subscriber channels.
- (xv) **"Intellectual Property"** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the channels / subscribed channels, or any mark of the right holders of any programming exhibited on the channels / subscribed channels.

- (xvi) **"MIB"** means the Ministry of Information & Broadcasting Govt. of India.
- (xvii) **"Monthly License Fees"** means the monthly license fee payable by the Operator to "MEGA TV NETWORK" in terms of Clause 5 of this Agreement.
- (xviii) **"Tier"** of "Packages" means various packages offered by the Operator to the subscribers comprising of channels of various broadcasters.
- (xix) **"STB"** means the Operator provided and/or the Operator authorized set top box (embedded with the Operator designated vendor designed CAS microchip) installed in the premises of the subscriber as connected to the television of the Subscriber that allows that Subscriber to receive the Subscribed Channels in unencrypted and descrambled from through its Digital Addressable System.
- (xx) **"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 Operator either directly or indirectly (through local cable operator) through its Digital Address System shall be treated as on subscriber.
- (xxi) **"Subscribed Channels"** means the channels from amongst the Channels and / or Bouquets subscribed / carried by the Operator, as are specifically identified by the Operator by assigning tick marks () against such channels from amongst the Channels and / or Bouquets listed in **Annexure A-1 and Annexure A-2** to this Agreement.
- (xxi) **"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 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.
- (xxii) **"MEGA TV Marks"** shall mean all Intellectual Property owned or used by "MEGA TV NETWORK" or its affiliates or the Broadcasters from time to time in connection with the Channel/ Subscribed Channels, including, without limitation, the trade names and trademarks specified by "MEGA TV NETWORK" itself, or on behalf of its subsidiaries or the Broadcasters or otherwise notified in writing by "MEGA TV NETWORK" from time to time.
- (xxiii) **"TDSAT"** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (xxiv) **"Technical Specifications"** means the technical specifications set forth in to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (xxv) **"Technical Specifications"** means the period of one (1) year commencing from the Effective Date.
- (xxvi) **"TRAI"** means the Telecom Regulatory Authority of India.

2. NON –EXCLUSIVE RIGHT

On the basis of the representations, warranties and undertaking given by the Operator, and subject to the Operator paying the Monthly License Fees to "MEGA TV NETWORK" hereby grants non-exclusive right to the Operator to receive the signals of the Subscribed Channels through its Digital Addressable System to the Subscriber (either directly or through the local cable operators) in a securely encrypted manner during the Term (both to be done at the Operator's sole cost and expense), subject to the Operator complying with all the terms and conditions as set out in this Agreement. The Operator hereby specifically understands and acknowledges that the Operator 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 retransmitting the Subscribed channels/ Bouquets through its Digital Addressable Systems. The Operator further understands and agree that mere possession of the Equipment and / or access to the signals of the Channels/Subscribed Channels does not entitle the Operator 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 Operator under this Agreement, including without limitation, PPV, NVOD, SVOD, VOD , personal computer, mobile telephony, or any technology now available or which may become available in further are reserved by "MEGA TV NETWORK".

3. OBLIGATION OF THE OPERATOR:

- (i) The operator 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 operator shall raise monthly invoices on the Subscribers towards subscription of the channels (from amongst the Subscribed Channels) and the Operator shall collect such invoiced monthly fees from the Subscribers.
- (iii) Irrespective of the Operator's Collection of the involved monthly amounts from the Subscribers, the Operator shall pay the Monthly License Fees to "MEGA TV NETWORK", in a timely manner.
- (iv) The Operator shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.
- (v) The Operator shall ensure retransmission of high quality encrypted signal of the Subscribed Channels (MEGA TV, MEGA MUSIQ, MEGA 24) to the subscribers in basic package.
- (vi) The operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Digital Addressable System and shall regularly provide to "MEGA TV NETWORK" with updated piracy reports.
- (vi) The Operator shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favorably by operator with respect to competing channels on a genre basis.

4. MONTHLY LICENSE FEES:

- (i) For each month or part thereof during the Term of the Agreement, the Operator shall pay to "MEGA TV NETWORK" the Monthly License fee as detailed in Annexure A-1 & A-2.
- (ii) The a-la- carte and bouquet "Rate" per subscriber is set out in Annexure A – 1 & A-2 to this Agreement. The rates mentioned in the Annexure to this Agreement, as referred to above, are exclusive of all taxes and levies.

5. PAYMENT TERMS:

- (i) The Operator shall pay the Monthly License Fee to the "MEGA TV NETWORK" on or before 10th of every English Calendar month on receipt of invoice after deduction of TDS as provided in this Agreement.
- (ii) All License Fee payments here under are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the Operator's cost and will be charged at the prevailing rates by "MEGA TV NETWORK" to the Operator.
- (iii) If payment of the License Fee is subject to deduction of any withholding Tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended, the Operator shall provide tax withholding TDS certificate to "MEGA TV NETWORK" within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issue there under.

6. DELIVERY AND SECURITY :

- (i) The Subscribed Channels must be delivered by the Operator to subscribers in a securely encrypted manner and without any alteration.
- (ii) The transmission specifications and infrastructure allocated by the Operator in respect of the broadcast signal of the "MEGA TV NETWORK" Channels by the Operator to its Subscriber shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.

7. 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 Operator shall, prior to be commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") & security specification as are set for and / or may be specified, in a non-discriminatory manner in writing, from time to time, by the "MEGA TV NETWORK".
- (ii) To ensure the Operator's ongoing compliance with the security requirements set out in the Agreement, "MEGA TV NETWORK" may require technical audits. If a solution is not reached at by then, "MEGA TV NETWORK" may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement and the Operator shall bear the cost and expenses of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to "MEGA TV NETWORK" satisfaction.
- (iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.
- (iv) The Operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibits or otherwise used for any purpose other than for distribution by the Operator at the time the Channels are made available.
- (v) If so instructed by information (as defined below) by "MEGA TV NETWORK", the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber / subscriber indulging in piracy, within ten minutes from the time it receives during the working hrs such instruction from "MEGA TV NETWORK". Any communication under this clause shall be considered as valid information only if (i) the information is sent through email 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 "MEGA TV NETWORK" representatives through other means of communications such as telephonic message, fax etc. and the said "information" shall later be confirmed by "MEGA TV NETWORK" through e mail and the Operator shall be under obligation to act upon such information.
- (vi) "MEGA TV NETWORK" plans to actively combat piracy of the Channels in the Territory and the Operator undertakes to work closely and provide all such assistance to "MEGA TV NETWORK" as may be reasonably required by "MEGA TV NETWORK" in that regard. The Operator shall, at its own expense take all necessary steps to comply with obligations set forth in Schedule 2.

8. SUBSCRIBER REPORTS:

The Operator will maintain at its own expense a Subscriber Management System ("SMS") which should be fully integrated with CAS / DAS and the same shall be provided to "MEGA TV NETWORK" if required.

9. TERM :

- (i) As mutually agreed between "MEGA TV NETWORK" and the OPERATOR subject to minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.
- (ii) The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.

10. TERMINATION :

- (i) Either Party has a right to terminate this Agreement by a written notice, subject to applicable law, to the other 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;
 - (b) the bankruptcy, insolvency or appointment of receiver over the assets of the other party;
 - (c) the digital addressable Cable TV system service being revoked at any time other than due to the fault of the Operator. "MEGA TV NETWORK" shall have the right to terminate this Agreement by a written notice to the Operator if (i) the Operator breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or (ii) "MEGA TV NETWORK" discontinues the Subscribed Channels with respect to all distributors and provides the Operator with at least Twenty One (21) days prior written notice.
 - (ii) The Operator shall have the right to terminate this Agreement on written notice to "MEGA TV NETWORK" if the Operator discontinues its digital addressable cable TV system business and provides at least Twenty One (21) days prior written notice.
 - (iii) "MEGA TV NETWORK" shall have the right to terminate this Agreement, or part thereof, by a written notice to the Operator if (a) the operator breaches any of the Anti-Piracy obligations and fails to cure breach within ten (10) days of being required in writing to do so; or (b) "MEGA TV NETWORK" ceases to distribute any of the Subscribed Channels and provides ninety (90) days' prior written notice to the Operator in that regard.
 - (iv) "MEGA TV NETWORK" shall have the right to forthwith terminate this Agreement and disconnect / deactivate signals of the Subscribed Channels to the Operator 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 Operator;
 - (b) In the event of assignment of the Agreement by the Operator without prior written approval of "MEGA TV NETWORK";
 - (c) If the Operator 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 "MEGA TV NETWORK" /Broadcasters is / are subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right to "MEGA TV NETWORK"/ Broadcasters to provide the Subscribed channels or any part thereof to the Operator's right to authorization to distribute the subscribed Channels or in the even to any court order which cannot be reviewed or appealed against, which prevents / restricts "MEGA TV NETWORK"/ Broadcasters to provide the subscribed Channels to the Operator under the terms of this Agreement.
 - (e) If the Equipment are removed from the Installation Address without prior written consent of "MEGA TV NETWORK" or is being used or intended to be used, at a place other than the Installation Address;
 - (f) If the Operator's representation, warranties contained in this Agreement are found to be untrue; and
 - (g) If the Operator does not comply with any rules, regulations, orders of TRAI or any other government or statutory body /court or tribunal.
 - (v) "MEGA TV NETWORK" rights to terminate the Agreement shall be without prejudice to "MEGA TV NETWORK" legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

11. CONSEQUENCES OF EXPIRY / TERMINATION :

Upon expiry / termination of the Agreement :

"MEGA TV NETWORK" shall disconnect / deactivate signals of the Subscribed Channels, and any agreement between the Parties for carriage /placement of the Subscribed Channels on the Cable Television Network of the Operator ("Allied Agreements") shall automatically terminate.

The Operator shall forthwith pay the outstanding amounts under the agreement to "MEGA TV NETWORK", failing which, without prejudice to "MEGA TV NETWORK"s rights to take appropriate legal action against the Operator, "MEGA TV NETWORK" reserves the right to adjust such outstanding amounts from the amounts payable of "MEGA TV NETWORK" to the Operator under the Allied Agreements.

The Operator shall immediately return the Equipment of the Subscribed Channels to "MEGA TV NETWORK" in good working condition failing which the Operator shall be liable to compensation / damages, equivalent to the Monthly License Fees last paid by the Operator, for each month of delay, on a pro-rata basis.

- (c) 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
- (d) The Operator shall within seven (7) days of the expiry / termination pay to "MEGA TV NETWORK" 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 "MEGA TV NETWORK" under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rte 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.
- (e) 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.

12. EQUIPMENT :

- (i) "MEGA TV NETWORK" shall supply the Equipment to the Operator, directly or through suppliers nominated by "MEGA TV NETWORK". The Equipment shall at all times remain the sole and exclusive property of respective Broadcasters.
- (ii) If the Operator merges or amalgamate with another Cable Operator or ceases to operate its Digital Addressable Systems the Equipment supplied by "MEGA TV NETWORK" to the Operator shall be returned to "MEGA TV NETWORK". If the Equipment is damaged due to negligence of the Operator, "MEGA TV NETWORK", on behalf of respective Broadcasters, shall be authorized to recover the actual repair cost from the Operator and if the Equipment is beyond repair, the Operator shall be liable to pay to "MEGA TV NETWORK" the cost of such Equipment as on the date it was supplied to the Operator.

- (iii) In order to take back possession of the Equipment from the Operator, the Operator shall ensure that the personnel / representative of "MEGA TV NETWORK" is allowed free and unobstructed access to the premises of the Operator where the Equipment are installed, and the Operator shall not interfere with such procedure.

13. ADDITIONAL CHARGES FOR THE EQUIPMENT :

At the time of supplying the Equipment to the Operator, "MEGA TV NETWORK" may, at its discretion, require the Operator to make the following payments against delivery of the Equipment:

- (a) **Refundable Security Deposit** : "MEGA TV NETWORK" may require the Operator to pay an amount of Rs.2,500/- or such amount as may be determined by "MEGA TV NETWORK" from time to time, for each digital satellite receivers / integrated receiver decoder provided by "MEGA TV NETWORK" to the Operator under this Agreement. Such refundable security deposit amount shall be refunded by "MEGA TV NETWORK" to the Operator upon expiry or earlier termination of the Agreement, subject to the Operator returning the digital satellite receivers / integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to "MEGA TV NETWORK" setting off the refundable security deposit amount, or part thereof, with any amount receivable by "MEGA TV NETWORK" from the Operator on such date of expiry or termination of the Agreement.

14. REPRESENTATIONS AND WARRANTIES OF MEGA TV NETWORK:

- (i) "MEGA TV NETWORK" represented to the Operator that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (ii) "MEGA TV NETWORK" makes no representations and / or warranties relating to the continuity, reception and quality and nature of the contents on the Subscribed Channels and MEGA TV shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Operator.
- (iii) "MEGA TV NETWORK" shall not, under any circumstances, be liable for the performance of the Equipment for the Subscribed Channels.

15. REPRESENTATIONS AND WARRANTIES OF THE OPERATOR :

- (i) The Operator represents and warrants the following to "MEGA TV NETWORK":
The operator has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
The Operator has a valid and subsisting license from the applicable statutory authority which permits operation of its Digital Addressable System and the Operator undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to "MEGA TV NETWORK".
The Operator shall abide, implement and ensure compliance to the TRAI Regulations relating to Digital Addressable Cable System, in particular the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012, Standards of Quality of Service and the Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012 (as amended from time to time).
The Operator undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Operator in the packages offered to the Subscriber.
- (f) The STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs.
- (g) The Operator shall not retransmit the Subscribed Channels via any medium other than its Digital Addressable System.
- (h) The Operator shall not distribute the Subscribed Channels to any Commercial Subscribers for which one of more separate agreement(s) shall be executed between the Parties at rates applicable for commercial Subscribers.
- (i) The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to "MEGA TV NETWORK" delivering the signals of Subscribed Channels to the Operator of a quality sufficient to permit the Operator to reasonably comply with such standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by subscribers not exceeding approximately 22 minutes per month) without any interruption of deviation from the daily transmission schedule, and shall immediately notify "MEGA TV NETWORK" of any degradation to any of the Subscribed Channel's signals.
- (j) The Operator 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.
- (k) The Operator undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Operator further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify "MEGA TV NETWORK" of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by "MEGA TV NETWORK" 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 and PVT/DVR facilities. However, the Operator undertakes & ensures that content stored in the DVR and / or external storage device should always be encrypted as a 'Copy Protect' feature.
- (l) The Operator shall not push content onto the STBs there shall not be automatic advertisement skipping function and / or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.
- (m) The Operator undertakes not to pledge, charge, encumber or in the anyway part with the possession of the Equipment without prior written permission in "MEGA TV NETWORK". Further, the Operator undertakes not to remove or shift or allow removing or shifting, the Equipment from the installation Address detailed in the first page of this Agreement or allows anybody else to do the same, without prior written permission of "MEGA TV NETWORK" and shall indemnify "MEGA TV NETWORK" against any damage, destruction theft or loss of the Equipment.

- (n) The Operator undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from.
- (r) The Operator undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of "MEGA TV NETWORK" and bear all expenses for general repairs and maintenance of the same and it shall immediately notify "MEGA TV NETWORK" in the event of any mechanical / technical fault in the Equipment.
- (s) Upon change in the designated satellite of the Subscribed Channels, the Operator undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
- (t) Whenever any of the Channels are launched in high definition format, the Operator shall arrange for distribution of the high definition format signals of the applicable channels through its Digital Addressable System, however, subject to separate commercial arrangement between the parties.

16. INTELLECTUAL PROPERTY RIGHTS :

- (i) It is expressly agreed and understood that the Operator shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than those expressly provided in this Agreement.
- (ii) All Intellectual property related to the Subscribed Channels shall belong exclusively to "MEGA TV NETWORK", relevant Broadcasters of each Subscribed Channel or its respective affiliated companies or licensor. The Operator shall not acquire any proprietary or other rights in the Intellectual Property to which "MEGA TV NETWORK" assert proprietary or other rights, which "MEGA TV NETWORK" may notify the Operator from time to time in writing, and agrees not to use the Intellectual property in any corporate or trade name.

17. 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.

18. CONFIDENTIALITY :

The Operator shall keep in strict confidence any Confidential Information received by it from "MEGA TV NETWORK" and shall not disclose the same to any person, not being a party to this Agreement. The Operator 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. Confidential Information shall, at all times, remain the exclusive property of "MEGA TV NETWORK" and the Operator shall not acquire any rights in the Confidential Information with an exception to court and govt. agencies.

19. FORCE MAJEURE :

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

20. NO AGENCY :

Neither Party shall hold itself as the agent of the other under the Agreement, No Subscribers shall be deemed to have any private or contract or direct contractual or other relationship with "MEGA TV NETWORK" by virtue of this Agreement or by "MEGA TV NETWORK" delivery of the Subscribed Channels to the Operator. This Agreement between "MEGA TV NETWORK" and the Operator is on principal to principal basis and is terminable in nature.

21. 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.

22. ASSIGNMENT :

- (i) Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of "MEGA TV NETWORK", 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 Operator 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 "MEGA TV NETWORK" to terminate the Agreement and deactivate / disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.
- (ii) "MEGA TV NETWORK" 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 "MEGA TV NETWORK" vis a vis the Operator. Such assignment by "MEGA TV NETWORK" shall be effective on and from the date as communicated in writing by "MEGA TV NETWORK" to the Operator.

23. INDEMNITY AND THIRD PARTY CLAIMS:

- (i) The Parties shall forever keep and hold the other party and such Party 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) "MEGA TV NETWORK" 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 Operator 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 Operator and maintaining those approvals, licenses and permissions throughout the Term.
- (iii) This clause shall survive termination of the Agreement.

24. 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 provisions, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

25. 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 Operator and "MEGA TV NETWORK" 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 "MEGA TV NETWORK" shall be addressed in the attention of "Head – Distribution", SILVERSTAR COMMUNICATIONS LIMITED, No.24, VI Main Road, Kasturiba Nagar, Adyar, Chennai – 600020, Tamilnadu, India.

26. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION :

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the parties arising out of or in connection with or as a result of this Agreement.

27. ENTIRE UNDERSTANDING / MODIFICATIONS:

The Agreement along with its Schedules and Annexes contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations / orders stipulated by the TRAI / MIB or any order of the court / tribunal, any executed by and on behalf of the Parties. In the event the Parties fail to mutually agree upon such amendment, "MEGA TV NETWORK" shall have the right to terminate this Agreement without any further obligation towards the Operator.

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

For **SILVERSTAR COMMUNICATIONS LTD.**

For _____

Signature :

Signature :

Name :

Name :

Designation :

Designation :

ANNEXURE A-1

A-L-A-CARTE RATES PER SUBSCRIBER PER MONTH IN TAMILNADU

TICK HERE (√)	SL.NO.	CHANNEL	A-L-A-CARTE RATE (INR)
Standard Definition Channels			
		MEGA TV	Rs.5/-
		MEGA MUSIQ	Rs.5/-
		MEGA 24	Rs.5/-

ANNEXURE A-2

BOUQUETS OF STANDARD DEFINITION CHANNELS

BOUQUET 1:

TICK HERE (√)	SL.NO.	CHANNEL	A-L-A-CARTE RATE (INR)
		MEGA TV	
		MEGA MUSIQ	

BOUQUET 2:

TICK HERE (√)	SL.NO.	CHANNEL	A-L-A-CARTE RATE (INR)
		MEGA TV	
		MEGA MUSIQ	
		MEGA 24	

- All rates are applicable on a "per ordinary subscriber per television set per month" basis.
- All rates are exclusive of taxes and other levies which will be charges extra as per Government of India norms.

- For Channel promotion No subscription fees for Air Media Network Ltd.

ANNEXURE B

EQUIPMENT DETAILS

Channel	Digital Satellite Receiver No.:										Viewing Card No.:									
MEGA TV																				
MEGA MUSIQ																				
MEGA 24																				

DETAILS OF OPERATOR/S

Cable TV/ P&T Regd. No.: _____

DAS License No: _____

Valid From: _____ valid Upto: _____

PAN From: _____

Service Tax Registration No: _____

Entertainment Tax Registration No.: _____

Correspondence Address: _____

Tel. No.: 044 26400476 Fax No.: _____

Contact Person Name, Mobile No. & E-mail ID: _____

Installation Address: _____,

Tuticorin District – 628 216.

Tel. No.: 04639 246282 Fax No.: _____

Contact Person Name, Mobile No. & E-mail ID: _____

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