

Telecom Regulatory Authority of India
A-2/14, Safdarjung Enclave,
New Delhi 110029

NOTIFICATION

File NO: 8-26/2004-B&CS

Dated: 10th December 2004

In exercise of the powers conferred upon it under section 36, and paras (ii), (iii) and (iv) of clause (b) of sub-section (1) of section 11 of the Telecommunication Authority of India Act, 1997 read with the Notification No.39 (S.O No. 44 (E) and 45 (E)) dated 09.01.2004 issued from file No.13-1/2004-Restg by the Government of India under clause (d) of sub-section (1) of Section 11 and proviso to clause (k) of sub section (1) of the Section 2 of the Telecom Regulatory Authority of India Act, 1997, the Telecom Regulatory Authority of India makes the following Regulation, namely:

**THE TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES)
INTERCONNECTION REGULATION, 2004
(13 OF 2004)**

1. Short title, extent and commencement:

- (i) This Regulation shall be called "The Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004" (13 of 2004) (The Regulation).
- (ii) This Regulation shall cover arrangements among service providers for interconnection and revenue share, for all Telecommunication (Broadcasting and Cable) Services throughout the territory of India.
- (iii) This Regulation shall come into force with effect from the date of its publication in the Official Gazette.

2. Definitions:

In this Regulation, unless the context otherwise requires:

(a) ¹["**addressable system**" means an electronic device or more than one electronic device put in an integrated system through which signals of television channels can be sent in encrypted or unencrypted form, which can be decoded by the device or devices at the premises of the subscriber within limits of the authorization made, on the choice and request of such subscriber, by the service provider to the subscriber;]

²[(aa) "**Act**" means the Telecom Regulatory Authority of India Act 1997 (24 of 1997);]

(b) ³["**Authorised agent or intermediary**" means any person including an individual, group of persons, public or private body corporate, firm or any organization or body authorised by a broadcaster or multi-system operator to make available its TV channels to a distributor of TV channels and such authorised agent

¹ Subs. by the Second Amendment Regulation, 2006, reg. 2, (w.e.f. 24.8.2006), for the following sub-clause:

""addressable system" means an electronic device or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted or unencrypted form, which can be decoded by the device or devices at the premises of the subscriber within limits of the authorization made, on the choice and request of such subscriber, by the distributor of TV channels to the subscriber"

² Inserted by the Fourth Amendment Regulation, 2007, reg. 2(i), (w.e.f. 1.12.2007).

³ Subs. by the Seventh Amendment Regulation, 2014, reg. 2(a), (w.e.f. 10.2.2014), for the following sub-clause:

""agent or intermediary" means any person including an individual, group of persons, public or body corporate, firm or any organization or body authorised by a broadcaster/multi system operator to make available TV channel(s), to a distributor of TV channels"

or intermediary, while making available TV channels to the distributors of TV channels, shall always act in the name of and on behalf of the broadcaster or multi-system operator, as the case may be;]

(c) **“authority”** means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act;

(d) **“authorized officer”** has the same meaning as given in the sub-section (a) of the Section 2 of the Cable Television Networks (Regulation) Act, 1995, as amended;

(e) ¹[**“broadcaster”** means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, uplinking permission or downlinking permission, as may be applicable for its channels, from the Central Government, provides programming services;]

(f) **“broadcasting services”** means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;

(g) **“cable operator”** means any person who provides cable service through a cable television network or otherwise controls or is responsible for the management and operation of a cable television network;

(h) **“cable service”** means the transmission by cables of programmes including re-transmission by cables of any broadcast television signals;

(i) **“cable television network”** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment designed to provide cable service for reception by multiple subscribers;

²[(ia) **“carriage fee”** means any fee paid by a broadcaster to a distributor of TV channels, for carriage of the channels or bouquets of channels of that broadcaster on the distribution platform owned or operated by such distributor of TV channels, without specifying the placement of various channels of the broadcaster vis-à-vis channels of other broadcasters;]

³[⁴[⁵[⁶]]]]

⁷[⁸[(ic) **“commercial subscriber”** means a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum of money to be paid by such person;]]

¹ Subs. by the Seventh Amendment Regulation, 2014, reg. 2(b), (w.e.f. 10.2.2014), for the following sub-clause:

“broadcaster” means any person including an individual, group of persons, public or body corporate, firm or any organization or body who/which is providing broadcasting service and includes his/her authorised distribution agencies”

² Inserted by the Fifth Amendment Regulation, 2009, reg. 2(b), (w.e.f. 17.3.2009).

³ Inserted by the Fourth Amendment Regulation, 2007, reg. 2(ii), (w.e.f. 1.12.2007).

⁴ Clause (ia) renumbered as clause (ib) by the Fifth Amendment Regulation, 2009, reg. 2(b), (w.e.f. 17.3.2009).

⁵ Subs. by the Eighth Amendment Regulation, 2014, reg. 2(a), (w.e.f. 18.7.2014) for the following sub-clause:

“commercial subscriber” means any subscriber who receives a programming service at a place indicated by him to a service provider and uses signals of such service for the benefit of his clients, customers, members or any other class or group of persons having access to such place”

⁶ Following sub clause was deleted by the Ninth Amendment Regulation, 2015, sec 2(a), (w.e.f. 14/09/2015):

“(ib) “commercial establishment” means any premises wherein any trade, business or any work in connection with, or incidental or ancillary thereto, is carried on and includes a society registered under the Societies Registration Act, 1860 (21 of 1860), and charitable or other trust, whether registered or not, which carries on any business, trade or work in connection with, or incidental or ancillary thereto, journalistic, printing and publishing establishments, educational, healthcare or other institutions run for private gain, theatres, cinemas, restaurants, eating houses, pubs, bars, residential hotels, malls, airport lounges, clubs or other places of public amusements or entertainment”

⁷ Inserted by the Eighth Amendment Regulation, 2014, reg. 2(b), (w.e.f. 18.7.2014).

⁸ Subs. by the Ninth Amendment Regulation, 2015, sec 2(b), (w.e.f. 14/09/2015), for following sub-clause:

(j) **“distributor of TV channels”** means any person including an individual, group of persons, public or body corporate, firm or any organization or body re-transmitting TV channels through electromagnetic waves through cable or through space intended to be received by general public directly or indirectly. The person may include, but is not limited to a cable operator, direct to home operator, multi system operator, head ends in the sky operator;

(k) **“direct to home operator”** means an operator licensed by the central government to distribute multi channel TV programmes in KU band by using a satellite system directly to subscriber’s premises without passing through intermediary such as cable operator or any other distributor of TV channels;

¹[(ka) **“direct to home service”** means distribution of multi channel TV programmes by using a satellite system by providing TV signals directly to subscriber’s premises without passing through an intermediary such as cable operator or any other distributor of TV channels;]

(kb) **“direct to home subscriber”** means a subscriber who receives the signals of a direct to home service;]

(l) ²**“head end in the sky operator”** or **“HITS operator”** means any person permitted by the Central Government to -

(a) distribute multi channel TV programmes in C band or Ku band --

(i) by using a satellite system, to intermediaries like cable operators and not directly to subscribers; and

(ii) by using its own cable network, if any, to the subscribers of such cable network through Quadrature Amplitude Modulation (QAM) set top boxes, after first downlinking the signals at its terrestrial receiving station; and

(b) provide passive infrastructure facilities like transponder space on satellite, earth station facilities, etc. to one or more multi system operators or to any consortium of multi system operators or cable operators, for distribution of multi channel TV programmes, in C band or Ku band through QAM set top boxes, using such infrastructure facilities;]

³[(la) **“Internet Protocol television service”** means delivery of multi channel TV programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;]

(m) ⁴⁵**“multi system operator”** means a cable operator who has been granted registration under the Cable Television Networks (Regulation) Act, 1995 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;]

““commercial subscriber” means any person who receives broadcasting services or cable services at a place indicated by him to a cable operator or multi system operator or direct to home operator or head end in the sky operator or Internet Protocol television service provider, as the case may be, and uses such services for the benefit of his clients, customers, members or any other class or group of persons having access to his commercial establishment”

¹ Inserted by the Fourth Amendment Regulation, 2007, reg. 2(iv), (w.e.f. 1.12.2007).

² Subs. by the Sixth Amendment Regulation, 2010, reg. 2(a), (w.e.f. 30.7.2010), for the following sub-clause:

““head ends in the sky operator” means any person permitted by the central government to distribute multi channels TV programmes in C band by using a satellite system to the intermediaries like cable operators and not directly to subscribers”

³ Inserted by the Fifth Amendment Regulation, 2009, reg. 2(c), (w.e.f. 17.3.2009).

⁴ Subs. by the Sixth Amendment Regulation, 2010, reg. 2(b), (w.e.f. 30.7.2010), for the following sub-clause:

““multi system operator” means any person who receives a broadcasting service from a broadcaster and/or their authorized agencies and re-transmits the same to consumers and/or re-transmits the same to one or more cable operators and includes his/her authorised distribution agencies”

⁵ Subs. by the Seventh Amendment Regulation, 2014, reg. 2(c), (w.e.f. 10.2.2014), for the following sub-clause:

““multi system operator” means any person who receives a broadcasting service from broadcasters or their authorized agencies or from a headend-in-the-sky operator and re-transmits the same to one or more cable operators or to consumers or to both and includes its authorised distribution agencies”

¹[²[(ma) “**ordinary subscriber**” means a subscriber who is not a commercial subscriber;]]]

⁴[(mb) “**pay channel**” means a channel for which fees is to be paid to the broadcaster by the person receiving the signals from the broadcaster, for its re-transmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or indirectly;]

⁵[(mc) “**placement fee**” means any fee paid by a broadcaster to a distributor of TV channels, for placement of the channels of such broadcaster vis-à-vis channels of other broadcasters on the distribution platform owned or operated by such distributor of TV channels;]

⁶[⁷[(md)] “**programme**” means any television broadcast and includes—
(i) exhibition of films, features, dramas, advertisements and serials through video cassette recorders or video cassette players;
(ii) any audio or visual or audio-visual live performance or presentation, and the expression ‘programming service’ shall be construed accordingly;]

(n) “**service provider**” means the Government as a service provider and includes a licensee as well as any broadcaster, multi system operator, cable operator or distributor of TV channels;

⁸[⁹[(na) “**subscriber**” means a person who receives broadcasting services or cable services from a multi system operator or cable operator or direct to home operator or Internet Protocol television service provider or head end in the sky operator at a place indicated by him to the multi system operator or cable operator or direct to home operator or Internet Protocol television service provider or head end in the sky operator, as the case may be, without further transmitting it to any person and includes ordinary subscribers and commercial subscribers, unless specifically excluded;]]]

¹⁰[(o) “**RIO**” means the Reference Interconnect Offer published by a Party, prescribing conditions by fulfilling which other Parties would be entitled to obtain interconnection from that party;

(p) “**subscriber base**” means the number of subscribers—

- (i) as agreed to by two service providers in a non-addressable system on the basis of which payments are made by one service provider to the other, or
- (ii) as reflected by the Subscriber Management System, where addressable systems are employed;

(q) “**subscriber line report**” or “**SLR**” means a monthly statement wherein, in a non-addressable system, a multi system operator and a cable operator agree upon the subscriber base for that month;

¹ Inserted by the Fourth Amendment Regulation, 2007, reg. 2(v), (w.e.f. 1.12.2007).

² Subs. by the Eighth Amendment Regulation, 2014, reg. 2(c), (w.e.f. 18.7.2014), for the following sub-clause:

““ordinary subscriber” means any subscriber who receives a programming service from a service provider and uses the same for his domestic purposes”

³ Subs. by the Ninth Amendment Regulation, 2015, sec 2(c), (w.e.f. 14/09/2015), for following sub-clause:

““ordinary subscriber” means any subscriber who receives broadcasting services or cable services from multi system operator or cable operator or direct to home operator or Internet Protocol television service provider or head end in the sky operator, as the case may be, and uses the same for his domestic purposes”

⁴ Inserted by the Fourth Amendment Regulation, 2007, reg. 2(v), (w.e.f. 1.12.2007).

⁵ Inserted by the Fifth Amendment Regulation, 2009, reg. 2(e), (w.e.f. 17.3.2009).

⁶ Inserted by the Fourth Amendment Regulation, 2007, reg. 2(v), (w.e.f. 1.12.2007).

⁷ Clause (mc) renumbered as clause (md) by the Fifth Amendment Regulation, 2009, reg. 2(d), (w.e.f. 17.3.2009).

⁸ Inserted by the Fourth Amendment Regulation, 2007, reg. 2(vi), (w.e.f. 1.12.2007).

⁹ Subs. by the Eighth Amendment Regulation, 2014, reg. 2(c), (w.e.f. 18.7.2014), for the following sub-clause:

““subscriber” means a person who receives the signals of a service provider at a place indicated to the service provider by him without further transmitting it to any other person and includes ordinary subscribers and commercial subscribers unless specifically excluded”

¹⁰ Inserted by the Third Amendment Regulation, 2006, reg. 2, (w.e.f. 4.9.2006).

(r) “**subscriber management system**” or “**SMS**” means a system or device which, in an addressable system, stores the subscriber records and details with respect to name, address, etc. as well as information regarding the hardware being utilized by the subscriber, channels /bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation / deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid by the subscriber for each billing period.]

3. General Provisions relating to Non-Discrimination in Interconnect Agreements

3.1 No broadcaster of TV channels shall engage in any practice or activity or enter into any understanding or arrangement, including exclusive contracts with any distributor of TV channels that prevents any other distributor of TV channels from obtaining such TV channels for distribution.

3.2 Every broadcaster shall provide on request signals of its TV channels on non-discriminatory terms to all distributors of TV channels, which may include, but be not limited to a cable operator, direct to home operator, multi system operator, head ends in the sky operator; ¹[HITS operators and multi system operators shall also, on request, re-transmit signals received from a broadcaster, on a non discriminatory basis to cable operators.

Provided that this provision shall not apply in the case of a distributor of TV channels having defaulted in payment.

Provided further that any imposition of terms which are unreasonable shall be deemed to constitute a denial of request.

²[Provided also that the provisions of this sub-regulation shall not apply in the case of a distributor of TV channels, who seeks signals of a particular TV channel from a broadcaster, while at the same time demanding carriage fee for carrying that channel on its distribution platform.]

³⁴[**Explanation 1**]. The applicant distributors of TV channels intending to get signal feed from any multi-system operator other than the presently-affiliated multi system operator, or from any agent/ any other intermediary of the broadcaster/multi system operator, or directly from broadcasters shall produce along with their request for services, a copy of the latest monthly invoice showing the dues, if any, from the presently-affiliated multi system operator, or from any agent/ any other intermediary of the broadcaster/multi system operator who collects the payment for providing TV channel signals.]

⁵[**Explanation 2**. The stipulation of “placement frequency” or “package/ tier” by the broadcaster from whom the signals have been sought by a distributor of TV channels, as a “pre-condition” for making available signals of the requested channel(s) shall also amount to imposition of unreasonable terms.]

⁶[3.3 Any broadcaster/multi system operator or any agent/ any other intermediary of the broadcaster/multi system operator, who collects the payment for providing TV channel signals to any distributor of TV channels, shall issue monthly invoices to the distributor of TV channels. The monthly invoice shall clearly specify the arrears and current dues along with the due date for payment of the same.

¹ Subs. by the Sixth Amendment Regulation, 2010, reg. 3(a), (w.e.f. 30.7.2010), for the following expression:

“Multi system operators shall also on request re-transmit signals received from a broadcaster, on a non-discriminatory basis to cable operators”

² Inserted by the Fifth Amendment Regulation, 2009, reg. 3(a), (w.e.f. 17.3.2009).

³ Inserted by the Third Amendment Regulation, 2006, reg. 3(a), (w.e.f. 4.9.2006).

⁴ *Explanation* renumbered as *Explanation 1* by the Fifth Amendment Regulation, 2009, reg. 3(b), (w.e.f. 17.3.2009).

⁵ Inserted by the Fifth Amendment Regulation, 2009, reg. 3(c), (w.e.f. 17.3.2009).

⁶ Inserted by the Third Amendment Regulation, 2006, reg. 3(b), (w.e.f. 4.9.2006).

Explanation. Any claim for arrears should be accompanied by proof of service of invoices for the period to which the arrears pertain.]

¹□

²□

³[3.5 Any ⁴[broadcaster/multi system operator or HITS operator, as the case may be] or any agent/ any other intermediary of the ⁵[broadcaster/multi system operator or HITS operator, as the case may be] to whom a request for providing TV channel signals is made, should either provide the signals on mutually agreed terms to the distributor of TV channels who is seeking signals, or specify the terms and conditions on which they are willing to provide TV channel signals, in a reasonable time period but not exceeding sixty days from the date of the request. In case, the ⁶[broadcaster/multi system operator or HITS operator, as the case may be] or any agent/ any other intermediary of the ⁷[broadcaster/multi system operator or HITS operator, as the case may be] to whom a request for providing TV channel signals is made, turns down the request for TV channel signals, the reasons for such refusal must also be conveyed within sixty days from the date of the request for providing TV channel signals so as to enable the distributor of TV channels to agitate the matter at the appropriate forum.

Explanation: The time limit of sixty days shall also include time taken by the broadcaster to refer the distributor of TV channels, who has made a request for signals, to its agent or intermediary and *vice versa*.]

⁸[3.6] The volume related scheme to establish price differentials based on number of subscribers shall not amount to discrimination if there is a standard scheme equally applicable to all similarly based distributors of TV channel(s).

⁹□

¹⁰[**Explanation:** “Similarly based distributor of TV channels” means distributors of TV channels operating under similar conditions. The analysis of whether distributors of TV channels are similarly based includes

1 “A broadcaster or his/her authorised distribution agency would be free to provide signals of TV channels either directly or through a particular designated agent or any other intermediary. A broadcaster shall not be held to be in violation of clauses 3.1 and 3.2 if it is ensured that the signals are provided through a particular designated agent or any other intermediary and not directly. Similarly a multi system operator shall not be held to be in violation of clause 3.1 and 3.2 if it is ensured that signals are provided through a particular designated agent or any other intermediary and not directly.

Provided that where the signals are provided through an agent or intermediary the broadcaster/multi system operator should ensure that the agent/intermediary acts in a manner that is (a) consistent with the obligations placed under this regulation and (b) not prejudicial to competition” Deleted by the Seventh Amendment Regulation, 2014, reg. 3, (w.e.f. 10.2.2014).

2 “Any agent or any other intermediary of a broadcaster/multi system operator must respond to the request for providing signals of TV channel(s) in a reasonable time period but not exceeding thirty days of the request. If the request is denied, the applicant shall be free to approach the broadcaster/multi system operator to obtain signals directly for such channel(s)” Deleted by the Third Amendment Regulation, 2006, reg. 3(c), (w.e.f. 4.9.2006).

3 Inserted by the Third Amendment Regulation, 2006, reg. 3(d), (w.e.f. 4.9.2006).

4 Subs. by the Sixth Amendment Regulation, 2010, reg. 3(b), (w.e.f. 30.7.2010) for the following expression: “broadcaster/multi system operator”

5 *ibid*

6 *ibid*

7 *ibid*

8 Sub-clause 3.5 renumbered as sub-clause 3.6 by the Third Amendment Regulation, 2006, reg. 3(e), (w.e.f. 4.9.2006).

9 “Any person aggrieved of discrimination shall report to the concerned broadcaster or multi system operator, as the case may be. If the broadcaster or multi system operator does not respond in a satisfactory manner in a reasonable time period, but not exceeding thirty days, the aggrieved party can approach the appropriate forum” Deleted by the Third Amendment Regulation, 2006, reg. 3(c), (w.e.f. 4.9.2006).

10 Subs. by the Third Amendment Regulation, 2006, reg. 3(f), (w.e.f. 4.9.2006), for the following explanation:

“Explanation: “Similarly based distributor of TV channels” means distributors of TV channels operating under similar conditions. The analysis of whether distributors of TV channels are similarly based includes consideration of, but is not limited to, such factors as whether distributors of TV channels operate within a geographical region and neighbourhood, have roughly the same number of subscribers, purchase a similar service, use the same distribution technology”

consideration of, but is not limited to, such factors as whether distributors of TV channels operate within a geographical region and neighbourhood, have roughly the same number of subscribers, purchase a similar service, use the same distribution technology.

For the removal of doubts, it is further clarified that the distributors of TV channels using addressable systems including DTH, IPTV and such like cannot be said to be similarly based vis-à-vis distributors of TV channels using non-addressable systems.]

3.7 The provisions of clauses 3.1 to 3.6 shall apply to the contracts already entered into, after ¹[120 days] from the date of this regulation coming into force.

²**4. Disconnection of TV channel signals**

4.1 No ³[broadcaster or multi system operator or HITS operator, as the case may be] shall disconnect the TV channel signals to a distributor of TV channels without giving three weeks notice to the distributor clearly giving the reasons for the proposed action.

Provided that a notice would also be required before disconnection of signals to a distributor of TV channels if there was ⁴[a written agreement], permitting the distribution of the broadcasting service, which has expired due to efflux of time.

Provided further that no notice would be required if there is no ⁵[written agreement], permitting the distribution of the signals.

4.2 No distributor of TV channels shall disconnect the re-transmission of any TV channel without giving three weeks notice to the ⁶[broadcaster or multi system operator or HITS operator, as the case may be] clearly giving the reasons for the proposed action.

4.3 A broadcaster/ multi system operator/ distributor of TV channels shall inform the consumers about such dispute to enable them to protect their interests. Accordingly, the notice to disconnect signals shall also be given in two local newspapers out of which at least one notice shall be given in local language in a newspaper which is published in the local language, in case the distributor of TV channels is operating in

1 Subs. by the First Amendment Regulation, 2005, reg. 2, (w.e.f. 3.3.2005), for "90 days"

2 Subs. by the Third Amendment Regulation, 2006, reg. 4, (w.e.f. 4.9.2006), for the following clause:

"4. Disconnection of TV channel signals

4.1 No broadcaster or multi system operator shall disconnect the TV channel signals to a distributor of TV channels without giving one-month notice indicating the brief reasons for the proposed action:

Provided that in case a distributor of TV channel is re-transmitting signals for which he/she is not authorized and thereby affecting the commercial interest of the concerned broadcaster or multi system operator, the notice period shall be two working days giving reasons to the concerned distributor of TV channel for such action.

Explanation

A distributor of TV channels is said to be authorised if there exists any agreement between the broad-caster, including his/her agents permitting the distribution of the broadcasting service by the said distributor of TV channels, either through a written agreement or through an oral agreement. Consequently, no notice would be required if there is no agreement, written or oral, permitting the distribution of the broadcasting service.

4.2 Broadcaster/multi system operator shall inform the consumers about the dispute to enable them to protect their interests. Accordingly, the notice to discontinue signal shall also be given in two local newspapers in case the distributor of TV channels is operating in local area and in two national papers in case the distributor of TV channels is providing services in a wide area. Alternatively, consumers can be informed through scroll on the concerned channel(s). Where a Broadcaster or a Multi System Operator decides to give this notice through a scroll the Multi System Operator or the Cable Operator, as the case may be, must carry the scroll in the concerned channel(s)"

3 Subs. by the Sixth Amendment Regulation, 2010, reg. 4, (w.e.f. 30.7.2010), for the following expression:

"broadcaster or multi system operator"

4 Subs. by the Fifth Amendment Regulation, 2009, reg. 4(a), (w.e.f. 17.3.2009), for the following expression:

"an agreement, written or order"

5 Subs. by the Fifth Amendment Regulation, 2009, reg. 4(b), (w.e.f. 17.3.2009), for the following expression:

"an agreement, written or order"

6 Subs. by the Sixth Amendment Regulation, 2010, reg. 4, (w.e.f. 30.7.2010), for the following expression:

"broadcaster/multi system operator"

one district and in two national newspapers in case the distributor of TV channels is providing services in more than one district. The period of three weeks mentioned in sub-clauses 4.1 and 4.2 of this regulation shall start from the date of publication of the notice in the newspapers or the date of service of the notice on the service provider, whichever is later.

Explanation

1. In case the notice is published in two newspapers on different dates then the period of three weeks shall start from the latter of the two dates.

2. Broadcaster/multi system operator/ distributor of TV channels may also inform the consumers through scrolls on the concerned channel(s). However, issue of notice in newspapers shall be compulsory.

4.4 The notice in the newspapers must give the reasons in brief for the disconnection.]

¹[4A. Interconnection Agreements to be in writing.

4A.1 It shall be mandatory for the broadcasters of pay channels and distributors of TV channels to reduce the terms and conditions of all their interconnection agreements to writing.

4A.2 No broadcaster of pay channels or distributor of TV channels, such as multi system operator or headend in the sky operator, shall make available signals of TV channels to any distributor of TV channels without entering into a written interconnection agreement.

4A.3 Nothing contained in regulations 4A.1 or 4A.2 shall apply to any supply of signals or continuance of supply of signals of TV channels by a broadcaster or distributor of TV channels, such as multi system operator or headend in the sky operator, in pursuance of or in compliance with any order or direction or judgment of any court or tribunal, including any order or direction or judgment of any court or tribunal on any proceeding pending before such court or tribunal.

4A.4 It shall be the responsibility of every broadcaster of pay channels who enters into an interconnection agreement with a distributor of TV channels to hand over a copy of signed interconnection agreement to such distributor of TV channels and obtain an acknowledgement in this regard within a period of 15 days from the date of execution of the agreement and, similarly, it shall be the responsibility of every multi system operator or headend in the sky operator, as the case may be, who enters into an interconnection agreement with a cable operator to hand over a copy of signed interconnection agreement to such cable operator and obtain an acknowledgement in this regard within a period of 15 days from the date of execution of the agreement.]

²[5. Standard Interconnection Agreements

5.1 All broadcasters, multi system operators and cable operators shall mutually negotiate and finalise their interconnection agreements in respect of areas notified by the Central Government under section 4A (1) of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) vide notification no. S.O. 1231(E) dated 31.7.2006.

5.2 In case any of the service providers in the areas as notified by the Central Government vide notification no. S.O. 1231(E) dated 31.7.2006, are not able to arrive at a mutually acceptable interconnection agreement within a time-period to be specified by the Authority through a direction, then they shall enter into interconnection agreements in terms of the standard interconnection agreements as specified in Schedule I (between broadcaster and multi system operator) or in Schedule II (between multi system operator and

¹ Inserted by the Fifth Amendment Regulation, 2009, reg. 5, (w.e.f. 17.3.2009).

² Inserted by the Second Amendment Regulation, 2006, reg. 4, (w.e.f. 24.8.2006).

cable operator) to this Regulation, as the case may be, within a time period to be specified by the Authority for entering into standard interconnection agreements.

Explanation

For removal of doubts, in respect of areas notified by the Central Government referred to in clauses 5.1 and 5.2 above, it is clarified that if the service providers have already entered into mutually acceptable Interconnection agreements by such date as specified in the direction issued by the Authority, then they need not take recourse to standard interconnection agreements specified in Schedules I and II. Further, those service providers, who have a pre-existing interconnection agreement as on the date of issue of this regulation, will also have the option, after the expiry of their existing agreement, to either enter into a mutually acceptable interconnection agreement, or failing which to enter into interconnection agreements as per the standard agreements specified in Schedules I & II, within a period to be specified by the Authority in the direction.

5.3 If the provisions of the standard interconnection agreements in Schedule I and II are in conflict with any Act, rule, regulation, direction or order of the Government, TDSAT or TRAI, as the case may be, then the provisions of such Act, rule, regulation, direction or order shall prevail.

6. Prohibition of minimum guarantee clause

Where a distributor of TV channels is using a technology by which pay channels can only be seen through an addressable system, then no service provider shall stipulate, insist or provide for any clause in an interconnection agreement with such a distributor which would require such distributor to pay a minimum guaranteed amount as subscription fee for the services provided.]

¹[7. Conversion of a Free To Air channel/ Pay Channel

7.1 The nature of any channel, i.e., Free to Air or Pay will normally remain the same for a period of one year. Any broadcaster of a Free to Air channel intending to convert the channel into a Pay Channel or any broadcaster of a Pay channel intending to convert the channel into a Free To Air channel shall inform the Authority and give public notice in the manner specified in clause 4.3, one month before the scheduled date of conversion.

8. Time Period for Renewal of existing agreements

8.1 Parties to an interconnection agreement for supply of TV channel signals shall begin the process of negotiations for renewal of existing agreement at least two months before the due date of expiry of the existing agreement.

Provided that if the negotiations for renewal of the interconnection agreement continue beyond the due date of expiry of the existing agreement then the terms and conditions of the existing agreement shall continue to apply till a new agreement is reached or for the next three months from the date of expiry of the original agreement, whichever is earlier. However, once the parties reach an agreement, the new commercial terms shall become applicable from the date of expiry of the original agreement.

Provided further that if the parties are not able to arrive at a mutually acceptable new agreement, then any party may disconnect the retransmission of TV channel signals at any time after the expiry of the original agreement after giving three weeks notice in the manner specified in clause 4.3. The commercial terms of the original agreement shall apply till the date of disconnection of signals.

¹ Inserted by the Third Amendment Regulation, 2006, reg. 6, (w.e.f. 4.9.2006).

9. Finalising Subscriber Base at the time of first agreement

First agreement between Multi System Operator and Cable Operator

9.1 In non-addressable systems, while executing an interconnection agreement for the first time between a multi system operator and a cable operator, the parties to the agreement shall take into account the subscriber base of the cable operator on the basis of the Subscriber Line Report (SLR) where such SLR exists. Where such SLR does not exist, this shall be negotiated on the basis of the evidence provided by the two parties on the subscriber base, including the subscriber base of similarly placed cable operators and local survey.

Explanation: The Subscriber Line Report (SLR) is only an indicative basis for arriving at the subscriber base and the subscriber base as mutually agreed by the two parties could be more than or less than the number indicated by the SLR.

First agreement between Multi System Operator and Broadcaster

9.2 In non-addressable systems, while executing an interconnection agreement for the first time between a multi system operator and a broadcaster, the multi system operator shall furnish a list of the cable operators who will be getting signals from its network along with their subscriber base. The parties to the agreement shall take into account the subscriber base of cable operators connected to the multi system operator while negotiating the subscriber base of the multi system operator. For the consumers proposed to be directly served by the multi system operator, the procedure as laid down in sub-clause 9.1 of this regulation shall be followed.

10. Variation of Subscriber Base during validity of agreement Between Multi System Operator and Cable Operator

10.1 In non-addressable systems, the subscriber base agreed upon by the parties at the time of execution of the interconnection agreement between a multi system operator and a cable operator shall remain fixed during the course of the agreement except in exceptional circumstances that warrant an increase or decrease in the subscriber base. In such an eventuality, it is for the service provider seeking a change in the subscriber base to provide reasons and accompanying evidence including local survey for the proposed change.

Between Multi System Operator and Broadcaster

10.2 In non-addressable systems, the subscriber base agreed upon by the parties at the time of execution of the interconnection agreement between a multi system operator and a broadcaster shall remain fixed during the course of the agreement except in exceptional circumstances that warrant an increase or decrease in the subscriber base. In such an eventuality, it is for the service provider seeking a change in the subscriber base to provide reasons and accompanying evidence including local survey for the proposed change.

Provided that this sub-clause shall not apply to changes in the subscriber base of a multi system operator on account of any cable operator joining or leaving the multi system operator.

Provided further that any change in the subscriber base of a multi system operator, which is the basis of payment to a broadcaster, on account of any cable operator joining or leaving the network of the multi system operator shall be equal to the subscriber base of the cable operator, joining or leaving the network.

11. Finalising Subscriber Base at the time of Renewal of agreement Between Multi System Operator and Cable Operator

11.1 In non-addressable systems, negotiations on revision of subscriber base at the time of renewal of interconnection agreement between a multi system operator and a cable operator shall take into account the changes in subscriber base of the cable operator over the past three years, as well as the changes in subscriber base of other cable operators operating in the area in which the cable operator is operating and its adjoining areas for the current period.

Between Multi System Operator and Broadcaster

11.2 In non-addressable systems, negotiations on revision of subscriber base at the time of renewal of interconnection agreement between a multi system operator and a broadcaster shall take into account the changes in subscriber base of the multi system operator over the past three years, as well as the changes in subscriber base of other multi system operators operating in the area in which the multi system operator is operating and its adjoining areas for the current period.

12. Monthly Subscriber Base Statement

12.1 In non-addressable systems, the multi system operators shall furnish the updated list of cable operators along with their subscriber base to the broadcasters on a monthly basis.

13. Reference Interconnect Offer¹[Reference Interconnect Offers for non-addressable systems.]

13.1 All broadcasters shall submit within 90 days of issue of this Regulation, copies of their Reference Interconnect Offers (RIO) describing, *inter-alia*, the technical and commercial conditions for interconnection for non-addressable systems to the Authority. The same shall be published by the broadcasters and a copy shall also be put up on their websites after the terms and conditions of the draft reference interconnect offer are submitted to the Authority. The reference interconnect offer so published by the broadcaster shall form the basis for all interconnection agreements to be executed thereafter.

13.2 A published reference interconnect offer may undergo any change only after prior intimation to the Authority. Interconnection agreements shall be entered into by all broadcasters based on the reference interconnect offers so published, provided, however, that by mutual agreement, the parties concerned may modify and/or add to the terms and conditions stipulated in the published reference interconnect offer for entering into an individualised agreement.

²[13.2A Reference Interconnect Offers for direct to home service

¹ Inserted by the Fourth Amendment Regulation, 2007, reg. 3(a), (w.e.f. 1.12.2007).

² Inserted by the Fourth Amendment Regulation, 2007, reg. 3(b), (w.e.f. 1.12.2007).

13.2A.1 ¹[Every broadcaster, providing broadcasting services before the date of commencement of the ²[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment) Regulations, 2010 (4 of 2010)] and continues to provide such services after such commencement shall, within thirty days from the date of such commencement, intimate to all the direct to home operators existing on that date and coming into existence within the said period of thirty days, its Reference Interconnect Offer specifying, *inter-alia*, the technical and commercial terms and conditions for interconnection for the direct to home platform, including the terms and conditions listed in Schedule-III to these regulations.

Provided that no broadcaster shall, directly or indirectly, compel any direct to home operator not to make available its direct to home service to any class of subscribers including commercial subscribers.

³[]

⁴[][]

13.2A.2 Every broadcaster shall publish a copy of the Reference Interconnect Offer, referred to in sub regulation 13.2A.1, on its website:

Provided that any broadcaster, who had intimated or published on its website, before the commencement of ⁵[⁶[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment) Regulations, 2010 (4 of 2010)]], any Reference Interconnect Offer, shall modify such Reference Interconnect Offer so as to be in conformity with the Reference Interconnect offer referred to in regulation 13.2A.1 and publish the same as required under this sub-regulation.

13.2A.3 Every broadcaster, who begins to provide broadcasting services after the date of commencement of ⁷[⁸[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment)

1 Subs. by the Fifth Amendment Regulation, 2009, reg. 6(a), (w.e.f. 17.3.2009), for the following sub-clause:

"Every broadcaster, providing broadcasting services before the date of commencement of the Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 (9 of 2007) and continues to provide such services after such commencement shall, within ninety days from the date of such commencement, intimate to all the direct to home operators existing on that date and coming into existence within the said period of ninety days, its Reference Interconnect Offer specifying, *inter-alia*, the technical and commercial terms and conditions for interconnection for the direct to home platform, including the following terms and conditions, namely:—

(a) rates of the channels on a-la-carte basis and the rates of bouquets offered by the broadcaster to the direct to home operator;

(b) details of discounts, if any;

(c) payment terms;

(d) security and anti-piracy requirements;

(e) subscriber reports based on subscriber management system and audit;

(f) tenure of agreement;

(g) termination of agreements"

2 Subs. by the Sixth Amendment Regulation, 2010, reg. 5(a), (w.e.f. 30.7.2010), for the following expression:

"Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)"

3 "Provided further that a broadcaster may have a different Reference Interconnect Offer for supply of signals by the direct to home operators—

(a) to the following categories of commercial subscribers, namely: -

(i) hotels with rating of three star and above;

(ii) heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India);

(iii) any other hotel, motel, inn, and such other commercial establishment providing board and lodging and having fifty or more rooms; and

(b) in respect of programmes of such broadcaster, shown on the occasion of a special event for common viewing, at any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of fifty persons." This proviso was deleted by the Eighth Amendment Regulation, 2014, reg. 3, (w.e.f. 18.7.2014).

4 "Explanation: For removal of doubts, it is clarified that the reference interconnect offer containing various terms and conditions including commercial terms, published by a broadcaster for provision of signals to ordinary subscribers shall apply to provision of signals to commercial subscribers not specified in the second proviso" This Explanation was deleted by the Eighth Amendment Regulation, 2014, reg. 3, (w.e.f. 18.7.2014).

5 Subs. by the Fifth Amendment Regulation, 2010, reg. 6(b), (w.e.f. 17.3.2009), for the following expression:

"Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 (9 of 2007)"

6 Subs. by the Sixth Amendment Regulation, 2010, reg. 5(b), (w.e.f. 30.7.2010), for the following expression:

"Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)"

7 Subs. by the Fifth Amendment Regulation, 2010, reg. 6(c)(i), (w.e.f. 17.3.2009), for the following expression:

"Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 (9 of 2007)"

8 Subs. by the Sixth Amendment Regulation, 2010, reg. 5(c), (w.e.f. 30.7.2010), for the following expression:

"the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)"

Regulations, 2010 (4 of 2010))] shall, within ¹[thirty days] of such commencement or before providing such services, whichever is later, intimate to all the direct to home operators existing on that date, its Reference Interconnect Offer specifying therein the technical and commercial terms and conditions referred to in sub-regulation 13.2A.1 and publish the same, before or simultaneously with such intimation, on its website.

13.2A.4 Every direct to home operator, who has been granted a licence after ²[thirty days] from the date of commencement of ³[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment) Regulations, 2010 (4 of 2010)], may request a broadcaster for being provided with a copy of Reference Interconnect Offer of such broadcaster and such broadcaster shall, within ten working days from the date of receipt of such a request, provide the same to the direct to home operator.

13.2A.5 Every broadcaster, who makes any modification to its Reference Interconnect Offer referred to in sub-regulation 13.2A.1 or sub-regulation 13.2A.3 , shall, immediately after such modifications, intimate to all the direct to home operators such modifications so made to its Reference Interconnect Offer:

Provided that all such modifications shall be published and exhibited on its website in the same manner as the Reference Interconnect Offer had been intimated to the direct to home operators and published on the website of the broadcasters.

Agreements between the broadcasters and direct to home operators.

13.2A.6 (1) The Reference Interconnect Offer of a broadcaster referred to in clause 13.2A.1 or 13.2A.3 or 13.2A.5, as the case may be, and intimated to the direct to home operators and published by the broadcaster on its website shall be the basis for all interconnection agreements to be entered into between the broadcaster and direct to home operators:

Provided that the broadcaster may enter, on non-discriminatory basis, into agreements with different direct to home operators modifying the Reference Interconnect Offer on such terms and conditions as may be agreed upon between them:

Provided further that in case a broadcaster had entered, before the commencement of ⁵[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment) Regulations, 2010 (4 of 2010)], into an agreement with any direct to home operator and publishes, subsequently, its Reference Interconnect Offer (including its modifications) under said regulations, such broadcaster shall, after publication of the said offer, give an option to such direct to home operator to either enter into an agreement in accordance with these regulations or continue with the agreement entered before such commencement till its validity.

(2) No broadcaster, who had, before the commencement of ⁷[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment) Regulations, 2010 (4 of 2010)], entered into an agreement

1 Subs. by the Fifth Amendment Regulation, 2009, reg. 6(c)(ii), (w.e.f. 17.3.2009), for "ninety days"

2 Subs. by the Fifth Amendment Regulation, 2009, reg. 6(d)(i), (w.e.f. 17.3.2009), for "ninety days"

3 Subs. by the Fifth Amendment Regulation, 2010, reg. 6(d)(ii), (w.e.f. 17.3.2009), for the following expression:

"Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 (9 of 2007)"

4 Subs. by the Sixth Amendment Regulation, 2010, reg. 5(c), (w.e.f. 30.7.2010), for the following expression:

"the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)"

5 Subs. by the Fifth Amendment Regulation, 2010, reg. 6(e)(i), (w.e.f. 17.3.2009), for the following expression:

"Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 (9 of 2007)"

6 Subs. by the Sixth Amendment Regulation, 2010, reg. 5(d), (w.e.f. 30.7.2010), for the following expression:

"the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)"

7 Subs. by the Fifth Amendment Regulation, 2010, reg. 6(e)(ii), (w.e.f. 17.3.2009), for the following expression:

"Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 (9 of 2007)"

8 Subs. by the Sixth Amendment Regulation, 2010, reg. 5(d), (w.e.f. 30.7.2010), for the following expression:

with a direct to home operator and such direct to home operator has given an option under sub-regulation (1), to enter into an agreement with such broadcaster in accordance with the Reference Interconnect Offer published after such commencement, shall disconnect signals (except in accordance with these regulations or any other law for the time being in force) during the period beginning from the date on which such operator gave the option and ending on the date on which such agreement was entered in accordance with the Reference Interconnect Offer or the date of expiry of earlier agreement, whichever was earlier.

(3) No broadcaster, who had, before the commencement of¹²[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment) Regulations, 2010 (4 of 2010)], entered into an agreement with a direct to home operator and such direct to home operator has given an option under sub-regulation (1), to continue with the agreement entered, before such commencement, with such broadcaster, shall disconnect signals of such operator (except in accordance with these regulations or any other law for the time being in force) during the validity of such agreement.

Time limit for entering into agreements between the broadcasters and direct to home operators.

13.2A.7 (1) Every broadcaster shall, within a period of forty-five days from the date of receipt of request from a direct to home operator for entering into interconnection agreement or for modification of an interconnection agreement already entered, shall enter into an agreement, or, modify such agreement already entered, with such direct to home operator, in accordance with the Reference Interconnect Offer published under these regulations.

(2) In case a broadcaster intimates any modification as referred to in regulation 13.2A.5, the agreement referred to in sub-regulation (1) shall be modified at the option of the direct to home operator, in the same manner as that of entering into of an agreement under sub-regulation (1).

13.2A.8 In case the broadcaster and the direct to home operator fail to enter into an interconnection agreement, then both of them may jointly, without prejudice to the provisions of section 14A of the Act, at any time, request the Authority to facilitate in the process for entering into an interconnection agreement.

13.2A.9 Nothing contained in clause 13.2A.8 shall be construed to take away any legal right conferred upon the broadcaster and the direct to home operator under any law for the time being in force and either of them may, at any time during the facilitation process, exercise such right conferred upon them under any law for the time being in force.

13.2A.10 Nothing contained in clause 13.2A.8 or 13.2A.9 shall apply to any matter or issue for which—
(a) any proceedings are pending before any court or tribunal under the Act or any other law for the time being in force; or
(b) a decree, award or an order has already been passed by any competent court or tribunal or Authority, as the case may be.

Compulsory offering of channels on a-la-carte basis.

13.2A.11 It shall be mandatory on the part of the broadcasters to offer pay channels on a-la-carte basis to direct to home operators and such offering of channels on a-la-carte basis shall not prevent the broadcaster from offering such pay channels additionally in the form of bouquets:

¹“the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)”

² Subs. by the Fifth Amendment Regulation, 2010, reg. 6(e)(ii), (w.e.f. 17.3.2009), for the following expression:

“Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 (9 of 2007)”

² Subs. by the Sixth Amendment Regulation, 2010, reg. 5(d), (w.e.f. 30.7.2010), for the following expression:

“the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)”

Provided that no broadcaster shall, directly or indirectly, compel any direct to home operator to offer ¹[any channel or channels or bouquet] or bouquets offered by the broadcaster to such operator in any package or scheme being offered by such direct to home operator to its direct to home subscribers.

13.2A.12 The rates for pay channels on a-la-carte basis and rates for bouquets shall be subject to the following conditions, namely: –

(a) The sum of the a-la-carte rates of the pay channels forming part of such a bouquet shall in no case exceed one and half times of the rate of that bouquet of which such pay channels are a part; and

(b) the *a-la-carte* rates of each pay channel, forming part of such a bouquet, shall in no case exceed three times the average rate of a pay channel of that bouquet of which such pay channel is a part and the average rate of a pay channel of the bouquet be calculated in the following manner, namely: –

If the bouquet rate is Rs. ‘X’ per month per subscriber and the number of pay channels is ‘Y’ in a bouquet, then the average pay channel rate of the bouquet shall be Rs. ‘X’ divided by number of pay channels ‘Y’.

13.2A.13 Every direct to home operator, who, after the commencement of the Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 (9 of 2007), opts for one bouquet or more bouquets (hereafter referred to as the opted bouquet) offered by a broadcaster, may decide the packaging of the channels from such bouquet or bouquets which may be offered by it to its direct to home subscribers:

Provided that in a case where a direct to home operator–

(a) does not offer such opted bouquet as a whole to its direct to home subscribers but offers to such subscribers only certain channels comprised in such opted bouquet; or

(b) 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 the broadcaster for such entire opted bouquet by the direct to home operator, shall be calculated on the basis of the subscriber base for the channel which has the highest subscriber base amongst the channels comprised in that bouquet.]

²**[13.2B Reference Interconnect Offers for addressable systems other than direct to home service.**

13.2B.1 Every broadcaster, providing broadcasting services before the date of commencement of the ³[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment) Regulations, 2010 (4 of 2010)] and continues to provide such services after such commencement, shall, within thirty days from the date of such commencement, submit its Reference Interconnect Offer specifying, inter alia, the technical and commercial terms and conditions including those listed in Schedule III for interconnection with addressable systems other than—

(a) cable service in areas notified by the Central Government under sub-section (1) of section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995);

(b) the direct to home service, to the Authority.

13.2B.2 Every broadcaster, who begins to provide broadcasting services after the date of commencement of the ⁴[Telecommunication (Broadcasting and Cable Services) Interconnection (Sixth Amendment) Regulations, 2010 (4 of 2010)] shall, within thirty days of such commencement or before providing such services, whichever is later, submit to the Authority, its Reference Interconnect Offer specifying therein the

¹ Subs. by the Fifth Amendment Regulation, 2009, reg. 6(f), (w.e.f. 17.3.2009), for “the entire bouquet”

² Inserted by the Fifth Amendment Regulation, 2009, reg. 7, (w.e.f. 17.3.2009).

³ Subs. by the Sixth Amendment Regulation, 2010, reg. 6, (w.e.f. 30.7.2010), for the following expression:

“the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)”

⁴ Subs. by the Sixth Amendment Regulation, 2010, reg. 6, (w.e.f. 30.7.2010), for the following expression:

“the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation, 2009 (4 of 2009)”

technical and commercial terms and conditions referred to in sub-regulation 13.2B.1 and publish the same, before or simultaneously with such intimation, on its web-site

13.2B.3 The provisions of regulations 13.2A.1, 13.2A.2, 13.2A.2, 13.2A.4, 13.2A.5, 13.2A.6, 13.2A.7, 13.2A.8, 13.2A.9, 13.2A.10, 13.2A.11, 13.2A.12 and 13.2A.13. relating to Reference Interconnect Offers for direct to home service, shall apply, mutatis mutandis, to such a Reference Interconnect Offer for interconnection with addressable systems other than cable service in areas notified by the Central Government under sub-section (1) of section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995); and the direct to home service:

Provided that a broadcaster may have difference, Reference Interconnect Offers for different types of addressable systems.

13.2B.4 Any distributor of TV channels using an addressable system for distribution of TV channels seeking interconnection with a broadcaster in terms of the Reference Interconnect Offer referred to in regulation 13.2B.1 or 13.2B.2, as the case may be, shall ensure that the addressable system being used for distribution of TV channels satisfies the minimum specifications for addressable systems as specified in Schedule IV to these regulations.

Provided that in cases where a broadcaster is of the opinion that the addressable system being used for distribution of TV channels does not satisfy the minimum specifications for addressable systems as specified in Schedule IV to these regulations, upon being informed of such opinion by the broadcaster, the distributor of TV channels shall get addressable system audited by M/s. Broadcast Engineering Consultants India Ltd., or any other agency as may be notified by the Authority from time to time for the purpose of such audit and obtain a certificate to the effect that the addressable system being used for distribution of TV channels satisfies the minimum specifications for addressable systems as specified in Schedule IV to these regulations:

Provided further that the finding of M/s. Broadcast Engineering Consultants India Ltd., or any other agency notified by the Authority in this regard, as the case may be, based on such audit as referred to in the first proviso, about the addressable system being used for distribution of TV channels satisfying or not satisfying the minimum specifications for addressable systems as specified in Schedule IV to these regulations, shall be final.]

13.3 ¹[In case the Authority is of the opinion that the Reference Interconnect Offer requires modifications so as to protect the interests of service providers or consumers of the broadcasting sector and cable sector, or to promote or ensure orderly growth of the broadcasting sector and cable sector or the Reference Interconnect Offer has not been prepared in accordance with the provisions of these regulations, it may, after giving an opportunity of being heard to the concerned broadcaster, require the concerned broadcaster to modify the said offer and such broadcaster shall make such modifications and publish, within fifteen days of receipt of requirement for the modifications, the said offer after incorporating such modifications.]]

²[**13A. Composition of bouquet by the broadcasters.** --- (1) Every broadcaster shall, within six months of the commencement of the Telecommunication (Broadcasting and Cable Services) Interconnection (Seventh Amendment) Regulations, 2014, ---

- (a) ensure that bouquet of TV channels, contained in its Reference Interconnect Offer, is provided to the distributors of TV channels without any modification in its composition and such bouquet of

¹ Subs. by the Fourth Amendment Regulation, 2007, reg. 3(c), (w.e.f. 1.12.2007), for the following sub-clause:

"The Authority may intervene at any stage to direct amendment or deletion of any clauses of the Reference Interconnect Offers, if the clauses are found to be in violation of the law, regulations, directions or orders"

² Inserted by the Seventh Amendment Regulation, 2014, reg. 4, (w.e.f. 10.2.2014).

TV channels, at the wholesale level, are not bundled with the bouquet or channels of other broadcasters:

Provided that a broadcaster may, while making a bouquet of TV channels, combine TV channels of its subsidiary company or holding company or subsidiary company of the holding company, which has obtained, in its name, the uplinking permission or downlinking permission, as may be applicable for its TV channels, from the Central Government and the broadcaster or any of such companies, authorized by them, may publish Reference Interconnect Offer for such bouquet of TV channels and sign the interconnection agreement with the distributors of TV channels;

Explanation: For the purpose of these regulations, the definition of “subsidiary company” and “holding company” shall be the same as assigned to them in the Companies Act, 2013(18 of 2013).

(b) publish its Reference Interconnect Offer to ensure compliance of the provision of clause (a);

(c) enter into new interconnection agreement; and

(d) file the Reference Interconnect Offer, referred to in clause (b) and interconnection agreement, referred to in clause (c) with the Authority.

(2) Every broadcaster, who begins its operations six months after commencement of the Telecommunication (Broadcasting and Cable Services) Interconnection (Seventh Amendment) Regulations, 2014, shall ensure that the bouquet of channels, contained in its Reference Interconnect Offer, is provided to the distributors of TV channels without any modification in its composition and such bouquet of TV channels, at the wholesale level, are not bundled with the bouquet or channels of other broadcasters.]

¹[²[14.]] This regulation contains at Appendix, an Explanatory Memorandum.

¹ Clause 5 renumbered as clause 7 by the Second Amendment Regulation, 2006, reg. 3, (w.e.f. 24.8.2006).

² Clause 7 renumbered as clause 14 by the Third Amendment Regulation, 2006, reg. 5, (w.e.f. 4.9.2006).

**STANDARD TECHNICAL AND COMMERCIAL INTERCONNECTION
AGREEMENT [CAS]**

This Technical and Commercial Interconnection Agreement along with its Schedules and Annexures is executed on this _____ day of _____ 2006 by and between:

M/s A & Co Ltd, a company incorporated under the Companies Act, 1956, having its registered office at 001, XYZ Colony ABC City (hereinafter referred to as "Broadcaster" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the ONE PART;

AND

M/s. B & Co Ltd, a company incorporated under the Companies Act, 1956, having its registered office at 00111, PQR Colony ABC City (hereinafter referred to as the "Affiliate" which expression shall unless repugnant to the context or meaning thereof be deemed to include the successors and permitted assigns) of the OTHER PART.

The Broadcaster and the Affiliate are hereinafter individually and collectively referred to as "Party" and "Parties", respectively.

WHEREAS:

- a) The Broadcaster is engaged in the business of distribution of Television channel(s) and has the exclusive right to market and distribute Television Channels, in particular the Television channels specified in Annexure A throughout the territory of India or in the territory comprised in ----- in India
- b) The Affiliate is engaged in the business of distribution of television channels including through a digital /analogue Conditional Access System ("CAS") in the areas notified by the Central Government under Section 4A(1) of The Cable Television Networks (Regulation) Act, 1995 (7 of 1995);
- c) The parties have mutually agreed to execute this Agreement between them to govern the rights and obligations in regard to the subscription and distribution of Television channels, appropriately described in clause 1.1 of Article 1 of this Agreement read in conjunction with Annexure A, for the Term and in the Area specified herein

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the Parties agree as follows: -

ARTICLE 1: SCOPE OF SERVICE, AREA SERVED, TERM AND ENTIRE UNDERSTANDING

1.1 SCOPE OF SERVICES

The Parties mutually agree that this Agreement seeking to govern the terms and conditions of rights and obligations between them shall be in respect of the services indicated herein below and as specifically described in Annexure A to this Agreement for the area and for the term indicated in clause 1.2 and 1.3, respectively.

Subscription to and distribution of the Television channels whether as an individual channel or as a part of a Bouquet and described in Annexure A to this Agreement through the Permitted Distribution System with Conditional Access System directly or indirectly to the subscriber,

For the purpose of ascertaining the scope of services at any point of time, the scope of services as indicated above shall be read with additions /deletions, if any, done through separate addendum agreements/ updation forms executed from time to time and till the date of reckoning.

¹ Inserted by the Second Amendment Regulation, 2006, (w.e.f. 24.8.2006).

1.2 AREA (S) SERVED

The parties mutually agree that the services referred in clause 1.1 of this Agreement shall have reference to the area specified in the city/cities of specified in the Government of India, Ministry of Information and Broadcasting notification number S.O. 1231(E) dated 31.7.2006.

1.3 TERM

1.3.1 The Agreement shall come into effect from DD/MM/YYYY ("Effective Date") and shall be valid for a period of 12 months ("Term") unless otherwise terminated prior to the expiry of validity period of 12 months in accordance with the terms and conditions of the Agreement.

1.3.2 Within 2 months prior to expiry of this Agreement, both parties agree to take steps towards renewal of the Agreement for extended period if it is mutually intended to continue the term of the Agreement beyond the date of expiry. The parties shall inform the subscribers through appropriate means of the intention to carry out the negotiations and consequences to the subscribers if negotiations fail to succeed.

1.3.3 If the parties mutually decide to extend the term to continue the Services referred to in clause 1.1 above with or without modification, the Parties may enter into a fresh agreement, in writing on mutually agreed terms and conditions.

1.3.4 In case if the parties decide not to extend the term and such decision could not be made before the expiry of the term of this Agreement and the services have continued in the meanwhile even after the said expiry of the term specified in clause 1.3.1 of this Agreement, the term would be deemed to have been extended till the date of such decision.

1.4 ENTIRE UNDERSTANDING

1.4.1 The Agreement contains the entire understanding between the parties with respect to the subject matter covered, in the manner, it is expected to be understood by the parties and that there is total agreement between the parties as to the manner in which the other party has understood various clauses of this Agreement.

1.4.2 The Parties agree that in addition to the principal terms stated herein, the Schedules and Annexures if any attached hereto form an integral part of the Agreement and shall be deemed to be incorporated herein and failure to comply with any of the terms, conditions, and/or provisions mentioned in any of the Schedules and Annexures hereto, shall constitute breach of the Agreement.

1.5 DEFINITIONS

The words and expressions used in this Agreement shall have meanings as assigned to them in the Schedule to this Agreement.

ARTICLE 2: SUBSCRIPTION RIGHTS

2.1 Subject to due observance by the Parties of the terms and conditions of this Agreement and in consideration of the promise by the Affiliate to make payment of the Subscription Amounts which are due and payable in terms of this Agreement to the Broadcaster, the Broadcaster hereby grants to the Affiliate, for the duration of the Term of this Agreement, a non-exclusive right to avail the services indicated in clause

1.1 of Article 1 comprising in the right to subscribe to and to distribute the Subscribed Channels as described in Annexure A through CAS to the subscribers in the Area only via the Permitted Distribution System. The Affiliate shall have the right to distribute the viewing of the subscribed Television Channels only to subscribers in the Area and not to any other third party.

2.2 The subscription rights given to the Affiliate under this Agreement are confined to subscribers having an addressable set top box, in relation to whom the Affiliate compulsorily maintains the complete detailed data and transaction records in its CAS/ Subscriber Management System (SMS). This Agreement does not give the Affiliate or his agents rights to transmit by any mode of transmission from the head end of the Affiliate to the commercial operators and/or its subscribers other than through coaxial or optic fiber cable. A separately negotiated agreement would have to be entered into for the purpose of transmission through any other means such as DTH or HITS or any other mode.

2.3 Without prejudice to the remaining provisions of this Agreement, the Broadcaster reserves the right:

2.3.1 to commence or continue to provide the Service direct to other Affiliates and to appoint other Affiliates in the Area for the purpose of distributing the Service, subject, however, to the observance of the provisions of applicable law in force.

2.3.2 to discontinue any Channels which form part of the services as Broadcaster shall deem fit subject to and in compliance with the rules, regulation and orders, if any in this regard.

2.4 In the event of an increase/decrease in the number of the Subscribed Channels taken by the subscribers, it is obligatory on the part of the Affiliate to include, delete, increase or decrease the same, as the case may be, in his SMS/CAS and intimate the same to the Broadcaster at the time of paying the Subscription Amount for the respective month according to the terms of this Agreement.

2.5 It is expressly agreed between the Parties that the Affiliate's right to receive and distribute the Service shall be conditional upon the performance by the Affiliate of all its obligations arising under this Agreement and mere possession of the Integrated Receiver Decoders (IRDs)/ Viewing Cards shall not entitle the Affiliate to receive and/ or to distribute the Service.

2.6 The Affiliate shall receive and de-code the Subscribed Channels only through IRDs recommended/approved by the Broadcaster.

2.7 The Affiliate shall further ensure that the Services of Subscribed Channels for which a fee is payable as specified in Annex A shall only be activated through the set top boxes which meets the specifications prescribed by BIS; otherwise the Broadcaster shall be entitled to de-activate the Service of the Affiliate. For the purpose of compliance of this clause, the Affiliate shall give a certificate to the Broadcaster that a mutually agreed procedure for verification is in place and that the same has been followed in respect of each subscriber.

2.8 The following conditions are a prerequisite for the execution of the present Agreement and shall subsist for continuing the same:

- The Affiliate shall install the CAS, which is linked and integrated, with SMS and activation/deactivation are processed through such SMS. Both CAS and SMS systems should be as per the standard prescribed by BIS. The reports generated by SMS should be in conformity with CAS and in a pre-defined read only format such as a suitable PDF format, which cannot be edited.
- The Affiliates operating system should be able to handle individual channels, packages, tiers, discounts, free offers, promotional offers;

- The CAS and SMS of Affiliate must have the capability or recording activation/deactivation history with respect to each addressable device (IRD/VC) and each service for every activation and deactivation in the system for a minimum period of 1 year.
- The Services of the Broadcaster shall be provided to the subscribers only through CAS/SMS and no services shall be provided without recording, authorization, billing and accounting through the said system.
- The Affiliate shall be liable to provide to the Broadcaster, as and when demanded by the Broadcaster, from time to time a list of subscribers pertaining to any location along with the names and addresses of the subscribers within the Area to which it or its sub Operators is providing the Channel services including each dwelling for purposes of verification.

ARTICLE 3: COMMERCIAL TERMS AND CONDITIONS OF AGREEMENT

3.1 SUBSCRIPTION AMOUNTS AND REVENUE SHARE ARRANGEMENTS.

A. SUBSCRIPTION AMOUNTS

3.1.1 Subject to the provisions set forth herein in this Agreement, and in consideration of the rights granted by the Broadcaster under this Agreement in terms of clause 2.1 of Article 2, the Affiliate agrees to pay to the Broadcaster the Subscription Amounts, determined as per the Revenue Share Arrangement indicated herein below, per subscriber per month and as specified in Annexure A for the services indicated in clause 1.1 of Article 1 of this Agreement and within the time limits as indicated in this Agreement.

3.1.2 The Broadcaster shall have the right to vary the Subscription Fees after giving notice of not less than one month to the Affiliate and in compliance with the applicable law in force. The Total Subscription Amounts payable by the Affiliate to the Broadcaster shall also vary accordingly.

B. REVENUE SHARE ARRANGEMENTS

3.1.3 The subscription amounts payable to the Broadcaster by the Affiliate shall be calculated with reference to the subscription fee indicated in Annexure A in respect of each channel or bouquet of Channels multiplied by the number of subscribers as recorded in the Subscriber Management System installed at the Head End of the Affiliate to be availing such service for each month. The revenue share arrangement for the purpose of calculating the subscription fee for each channel or bouquet of channels shall be as per the formula indicated below:

- | | | |
|-----|--|----------|
| I | Maximum Retail Price of a subscribed pay channel or bouquet of channels as Annexure A per subscriber per month | Rs. X |
| II | Percentage of Amount payable to the Broadcaster by the Affiliate, per subscriber per month | 45% of X |
| III | Percentage of Maximum Retail Price to be retained by Affiliate (to be shared between the Affiliate and the cable operator) | 55% of X |

3.1.4 The total Subscription Amount along with any other payments statutorily required to be made by the Affiliate to the Broadcaster for each month shall be payable within 21 days from the close of the relevant month (after adjusting/deducting and retaining the portion of revenue retainable by the Affiliate as per 3.1.3(III) supra).

3.1.5 In the event of default in payment of the Subscription Amount, simple interest at the rate of 15 % per annum shall be paid by the Affiliate on the arrears of such Subscription Amounts which may remain unpaid at the end of the 21 days.

3.1.6 The parties may enter into a separate Agreement as regards payments to be made/received on account of Carriage / Placement fee.

3.1.7 The entire advertising revenue for the Subscribed Channels shall pertain to the broadcaster.

3.2 CHARGES FOR EQUIPMENT INCLUDING INTEGRATED RECEIVER DECODER (IRD) IRD:

The Broadcaster shall, supply or cause to supply the IRDs, on payment of the following charges:

(a) **IRD Deposit & Processing Fees:** Immediately upon execution of the Agreement the Affiliate shall pay such sums towards the processing fees per IRD ("Processing Fees") and interest free refundable deposit per IRD ("IRD Deposit"), as required by the Broadcaster and specified in Annexure A. The Processing Fees and IRD Deposit are hereinafter collectively referred to as IRD Charges.

(b) **Other Charges/ Taxes:** The Affiliate shall pay courier charges, transportation charges, and all applicable taxes / levies, if any, for the IRD on actuals.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 AFFILIATE'S RIGHTS

The Affiliate shall have the right to subscribe and distribute the Subscribed Channels conferred through this Agreement and shall be conditional to the Affiliate's performance of all its obligations and on the basis of the representations, warranties and declarations made by the Affiliate to the Broadcaster.

4.2 The Broadcaster shall give to the Affiliate access to the Subscribed Channels, subject to the Affiliate meeting the following mandatory eligibility conditions: -

4.2.1 The Affiliate provides an undertaking that it has all necessary licenses and permits required under the Applicable Law(s) for distributing the Subscribed Channels;

4.2.2 The Affiliate provides an undertaking that it has internal guidelines in place to comply with non-discriminatory access provisions specified by The Telecom Regulatory Authority of India (TRAI) in its Telecommunication (Broadcasting & Cable Services) Interconnection Regulation, 2004 and other relevant regulations and guidelines introduced by TRAI/ Government, from time to time;

4.2.3 The Equipment, CAS and SMS used by the Affiliate shall comply with the following requirements at all times during the subsistence of this Agreement: -

(i) The systems are capable of monitoring and printing historical data relating to subscriber activation, deactivation and reactivation, as the case may be;

(ii) CAS and SMS are integrated, and any activation or de-activation is processed simultaneously through both systems;

(iii) The SMS enables the location of each set top box and Smart Card to be recorded;

(iv) The CAS and SMS is from a reputed, well-known organization, which is currently being used by other Pay Television Services and has a demonstrated track record of fulfilling the technical requirements under this Agreement.

(v) Covert and visible fingerprinting to be supported by all set top boxes which should be compatible for running fingerprinting whether operated by the Affiliate or by the Broadcaster.

4.3 BROADCASTER'S RIGHTS

4.3.1 In consideration of the grant of rights in terms of clause 1.1 of Article 1 of this Agreement the Affiliate shall pay to the Broadcaster, the following on the due dates with or without any deduction or set-off:

- a) All Subscription Amounts and or all revisions or modifications thereof, due and payable to the Broadcaster shall be paid within the time period and in the manner and mode as may be agreed to between the parties and specified in Annexure A on the basis of specific invoices raised , whether or not the subscriber/ sub operator has been Invoiced or whether or not the payment is received by the Affiliate from his subscriber / sub operator and irrespective of any discounts or other concessions given by Affiliate to its subscribers or commercial operators.
- b) Any other sum payable by the Affiliate to the Broadcaster under the terms of this Agreement.
- c) Any other payments statutorily required to be made by the Affiliates to the **Broadcaster**.

4.3.2 In case the payment is not received by the due dates, a simple interest at the rate of 15% per annum from the date of default will be charged from the Affiliate without prejudice to any other rights of the Broadcaster. For this purpose, the due date shall be the twenty first day of the calendar month following the month in which the Services were subscribed.

4.3.3 The Affiliate shall be responsible for payment of all taxes, levies, charges imposed by or under a statute, law, regulations, relating to the Services and payable by the Affiliate as also for collection of such amounts attributable to such taxes, levies, charges imposed by or under a statute, law, regulations, relating to the Services and payable by the Broadcaster and for remitting the same promptly to the Broadcaster with in the respective due dates.

4.3.4 If the Subscription Amount, or any other amounts payable to the Broadcaster as specified in this Agreement is not paid by the Affiliate on due date, the Broadcaster may take all or any of the following actions without prejudice to any other rights but subject to the applicable rules/regulations, if any, issued by the Competent Authority including issuance of prescribed notice stipulated by the Interconnection Regulations.

4.3.4.1 De-authorize the reception of Broadcaster's services by Affiliate, his agents and/or his subscribers subject to the compliance of the applicable rules /regulations of the Competent Authority.

4.3.4.2 Terminate this Agreement, by giving Notice required under this Agreement and subject to compliance of the Applicable Laws in force.

4.3.4.3 Immediately take back possession of the IRD(s) belonging to the Broadcaster;

4.3.4.4 Charge a simple interest at the rate of 15% from the date such amounts became due until they are fully paid;

4.3.4.5 Intimate all the subscribers of such non-receipt of subscription amounts or other charges and consequences thereof on the subscribers.

4.3.5 Any discounts, special schemes, free periods etc as offered by the Affiliate to its agents or subscribers or sub operators shall be at the cost and responsibility of the Affiliate. No burden of such discounts or other promotional schemes shall be passed on to the Broadcaster.

4.3.6 The Affiliate shall not make his subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving the Broadcaster's channels or services.

4.3.7 In the event the Affiliate is required under the Income Tax Act, 1961 to withhold or deduct tax or other duties or levies that are required by law to be made from a payment due under the Agreement (including without limitation, the Subscription Amounts), all of the following conditions shall apply:

a) The Affiliate shall, promptly upon becoming aware that it is required to make any withholding or deduction (or that there is any change in the rate or the basis of a withholding or deduction), notify Broadcaster accordingly;

b) The Affiliate shall deliver to Broadcaster, receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any such withholding or deduction and the Affiliate shall co-operate in completing any requirements necessary to obtain authorization to make that payment without any withholding or deduction.

4.3.8 The Subscription Amounts payable by the Affiliate to the Broadcaster shall be exclusive of all government taxes, levies, cess, including service tax, education cess, etc., save and except the withholding as provided under the Income Tax Act, 1961. The Subscription Amounts shall accordingly be increased to the extent of such government taxes, levies, cess, etc.

4.4 AFFILIATE OBLIGATION ON RECEPTION AND DISTRIBUTION OF SERVICE

4.4.1 The Affiliate shall at its own cost and expense cause the Subscribed Channels as specified in Annexure A to be received only from the designated satellite(s) as notified by Broadcaster from time to time, and shall distribute the Subscribed Channels to subscribers via the Permitted Distribution System using the same original audio and visual signals and sound tracks (including any stereo tracks) as provided by the Broadcaster to the Affiliate, in accordance with the restrictions, terms and conditions set forth herein and in an encrypted/ scrambled form using encryption and CAS that are capable of Fingerprinting.

4.4.2 The Affiliate shall be responsible, at its sole cost and expense, for obtaining all licenses and permits necessary to carry on its business as contemplated herein;

4.4.3 The Affiliate shall use its best endeavor within all its means and control to maintain a high quality of signal transmission for the Subscribed Channels. The Affiliate further agrees and undertakes that it shall cause continuous distribution of the Subscribed Channels to all its subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever, subject however to such continuous and high quality of service being provided by Broadcaster;

4.4.4 The Affiliate shall ensure that the Permitted Distribution System is maintained on a standard capable of delivering as per Bureau of Indian Standards Act, 1986 ("BIS") specifications broadcast quality signals to subscribers, and that the Subscribed Channels are distributed to subscribers at such broadcast quality level, which in any event should be no less favorable than the quality of signal delivered by the Affiliate to its subscribers for any other channel.

4.4.5 The Affiliate shall comply with all laws and regulations affecting its marketing, sale and distribution of the Subscribed Channels in the Area in connection with its performance under the Agreement including, without limitation, (i) obtaining and maintaining all relevant approvals, consents and registrations and (ii) paying all charges, levies and duties imposed on or charged to it under any law or regulation or by any Government Authority;

4.4.6 Without prejudice to the above general obligations as above the Affiliate subject to the terms of this Agreement shall take the following steps as set out herein under:

a) The Affiliate shall on receiving the encrypted signals as prescribed by the Broadcaster shall decode the same using an IRD which is compatible with the CAS of the Broadcaster,

b) After receiving the Signals and decoding the same, the Affiliate shall reencrypt the signals with his own CAS and further distribute the encoded signals through cable networks only to those subscribers who have installed set top boxes and whose names and complete details are properly entered in the CAS & SMS, as per their choice/ request for individual channels on an a-la-carte basis or number of channels of the different bouquets on offer as opted by the subscriber. The abovesaid receiving of signals and de-encoding shall be done only at the head end address as mentioned in the Affiliation Registration details to this Agreement or as approved by the Broadcaster by an appropriate addendum to the same. The re-encrypting and further transmission shall be done only through the coaxial or optic fiber cable network of the Affiliate or of his authorized sub operator only and shall not be transmitted even partially or intermediately through any other means such as satellite, head-end in the sky, very small aperture terminal (v-sat), internet, etc.

c) The Affiliate shall maintain complete records of its subscribers, commercial operators, their viewership details, like addresses, services taken, periods for which they were taken,

d) The Affiliate will not distribute the services to subscribers out of the area without the prior written permission of the Broadcaster,

e) The Affiliate may provide the services to the subscribers either by himself or through his sub operators,

f) The Affiliate shall be responsible for making all payments under this Agreement notwithstanding any default by his sub operators and subscribers,

g) The Affiliate is obliged and shall endeavor in the task of protection of Broadcaster's intellectual property rights, preventing piracy of the Broadcaster's services, disclosing correctly all the information as required by the Broadcaster, distribution by commercial operator only to persons in the Affiliate's SMS database and operating within the limits of the subscription rights as conferred in terms of this Agreement. The Affiliate shall endeavor in the task of ensuring that the subscribers shall not further distribute the Broadcaster's services to others whether or not for commercial consideration. It is understood that these obligations would comprise of taking all necessary steps promptly within the control of the Affiliate.

4.4.7 The Affiliate shall take all necessary actions to prevent any unauthorized access to the Subscribed Channels in the Area and shall obtain and provide to Broadcaster regularly updated piracy reports at least once every quarter. The Affiliate shall take appropriate remedial actions to curb piracy in the Area.

4.4.8 The Affiliate undertakes that it shall not either itself, or through others acting on its instructions, copy, store or otherwise reproduce any part of the Subscribed Channels. The Affiliate further undertakes that it shall not copy or store programmes for resale or deal in any copied programmes and shall immediately notify the Broadcaster of any unauthorised copying, storage or use of any part of the Subscribed Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this does not apply to subscribers having STBs in their houses which have the capacity to record and playback programmes.

4.5 AFFILIATE OBLIGATIONS ON SUBSCRIBER REPORTS

4.5.1 The Affiliate shall prepare and provide to the Broadcaster complete and accurate monthly reports ("Subscriber Report") for the Subscribed Channels within 15 days after the end of each month detailing:

- i) Total number of subscribers, including their names and addresses and the Subscribed Channels on the first day and the last day of the month subscribed to;
- ii) Maximum Retail prices charged for the tiers that include Subscribed Channels;
- iii) Details of tiers that include Subscribed Channels offered to the subscribers (details such as channels in each tier and number of the subscribers subscribing to each tier);
- iv) Such other information as Broadcaster may require for determining the Subscription Amounts. Upon Broadcaster's written request, the Affiliate shall provide number of subscribers by category, tier, location, sub-operator/last mile operator that Broadcaster may require with prior intimation and sufficient Notice to the Affiliate

4.5.2 Each Subscriber Report shall be signed and attested by an officer of the Affiliate of a rank not less than Head of Department/Chief Financial Officer responsible for the Affiliate's SMS, who shall certify that all information in such Subscriber Report is true and correct. The Affiliate acknowledges that any requests for further information from time to time by the Broadcaster would not be unreasonably withheld. This obligation shall survive termination of the Agreement until Broadcaster receives the Subscriber Reports for each relevant month and all outstanding monies have been paid.

4.6 OBLIGATIONS REGARDING EPG (ELECTRONIC PROGRAMME GUIDE)

The Affiliate shall create an electronic programming guide (EPG) which shall contain the details of programming schedules of each of the channels and for that purpose the Broadcaster shall provide to the Affiliate the required information in a format that is requested by the Affiliate.

4.7 PACKAGING, PLACEMENT AND PROMOTION RELATED OBLIGATIONS

- a. Apart from the packages provided by the Affiliate the channels should also be offered on an a-la-carte basis.
- b. In addition to the other packages/ tiers, including the Subscribed Channels of the Broadcaster, offered by the Affiliate to the subscriber, the Affiliate shall also offer the Subscribed Channels to subscribers in the same bouquets as offered by Broadcaster to the Affiliate.

4.8 MARKETING OBLIGATIONS

4.8.1 In all its marketing efforts including but not limited to on-air and off-air promotion, the Affiliate would provide the Subscribed Channels:

- i) An equivalent amount of marketing support as it provides to channels of the same genre;
- ii) Equal treatment in all its material whereby Channel logos or names appear with the same size and prominence and page as other channels;
- iii) Equal opportunity to participate in events/promotions the Affiliate undertakes.

4.8.2 The Affiliate shall not use the Channel Marks or the Broadcaster's trade names or trademarks in any manner that is not expressly provided in the Agreement, unless it has obtained the prior written agreement of Broadcaster. For the removal of doubts, the Affiliate shall not use the Broadcaster's trade names or

trademarks in a manner that will adversely affect the goodwill and reputation of Broadcaster and its products and services.

4.8.3 The Affiliate acknowledges that Broadcaster shall have the sole discretion to approve the use of Channel Marks by the Affiliate, including with respect to the programmes included in the Subscribed Channels. The Affiliate further agrees that that by reason of the Agreement, it shall not acquire any proprietary or other rights or interest in the Channel Marks.

4.9 OBLIGATIONS OF INTELLECTUAL PROPERTY RIGHTS AND RIGHTS PROTECTION

4.9.1 The Affiliate shall use its best efforts to promote an awareness of the Subscribed Channels among its subscribers and potential subscribers.

4.9.2 It is expressly agreed and understood that the Affiliate shall not acquire any intellectual property rights, ownership or other rights, including but not limited to rights relating to any trade marks, service marks or copyrights (whether registered or unregistered), with respect to the Subscribed Channels or Additional Channels except as expressly set forth in the Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights in and to the Subscribed Channels except as specifically set forth in the Agreement.

4.9.3 The Affiliate shall not acquire and agrees not to take advantage of any legal possibility to acquire any proprietary or other rights in the trade names and marks to which the Broadcaster or its principals (the owners or the channel providers of the Subscribed Channels) assert proprietary or other rights ("Channel Marks") and further agrees not to use the Channel Marks in any corporate or trade name.

4.9.4 The Affiliate agrees that upon discovering or coming to Notice of any actual or impending infringement or unauthorised use by or through the subscribers of the Channel Marks or any other intellectual property rights or ownership rights relating to the Subscribed Channels, the Affiliate shall immediately report to Broadcaster with full details.

4.10 SUBSCRIBER RECORDS, ACCESS & AUDIT RIGHTS

4.10.1 The Affiliate shall keep accurate, complete and up to date records of every subscriber's details, details of the location of every set top box, Smart Card, records and accounts of billings including historical billing data, type of subscribers, sublicenses and all relevant matters ("Subscriber Records"). The Affiliate shall ensure that its SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 12 months at any point of time.

4.10.2 The SMS and all Subscriber Records that are relevant to the Subscribed Channels for the operation of the Agreement shall be available for inspection and audit by Broadcaster/Broadcaster's representative(s) (where such representatives are members of an internationally recognized accounting firm and agree in writing to be bound by confidentiality obligations) during the Term at any time during normal business hours and for three months after the expiry or premature termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy Obligations, and (ii) on three days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement up to four times within any 12-month period and for three months after the expiry or premature termination of the Agreement, as the case may be. The Affiliate shall give Broadcaster/Broadcaster's representatives any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, Broadcaster/Broadcaster's representatives shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any

portion thereof, reasonably required to provide evidence of such breach, and the Affiliate agrees to extend reasonable co-operation in this regard.

4.10.3 In the event an audit or inspection by Broadcaster/ Broadcaster's representative(s) under Clause 4.10.2 reveals that the Affiliate has under-reported or has misrepresented any item having a bearing on the computation of the amounts payable to Broadcaster, the Affiliate agrees to immediately pay all amounts due based on the actual and true items together with simple interest at the rate of 15% per annum for the periods from the dates when the respective payments should have been made until the actual date or dates of payment. In addition to the above payment, the Affiliate shall also pay all costs and expenses incurred by Broadcaster for such audit/inspection. This obligation shall survive the termination of the Agreement. If within a period of two weeks from the date of demand by the Broadcaster, the Affiliate fails to pay any amounts found due on the basis of such audit/ inspection, including the cost and expenses of such audit/ inspection, the Broadcaster shall have the right to deactivate/disconnect the Subscribed Channels and/or terminate the Agreement as per the law applicable without prejudice to its right to claim such amount referred to above in addition to any other action that may be deemed appropriate.

4.11 ANTI-PIRACY OBLIGATIONS

4.11 The Affiliate shall, at its own expense, take all necessary steps to prevent and stop unauthorised or illegal use of the Subscribed Channels or signals thereof as described below:

4.11.1 The Affiliate represents, warrants and undertakes that the systems, processes and controls in place regarding the distribution of set top boxes and Smart Cards so as to ensure that they are only sold within the Area by the Affiliate or by its authorized dealers and such sales are only made to *bona fide* subscribers residing in the Area and installations are made at a residential address is adequate and steps taken to ensure adequate systems, processes and controls shall include, without limitation, the Affiliate:

- (a) Investigating any multiple Smart Cards issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
- (b) Ensuring compliance by its authorized dealers including through unannounced visits to dealers' premises from time to time;
- (c) Requiring that for every change of address on the system and therefore relocation of a set top box, there is an independent physical verification of the new residential address; and
- (d) Deauthorising any set top box or Smart Card that is found outside of the Area or in the possession of a person who is not a *bona fide* subscriber.

4.11.2 The Affiliate represents, warrants and undertakes that all of its set top boxes and Smart Cards: (i) are sold and installed together as a pack only in the Area and only at the premises of subscribers whose address has been verified in accordance with Clause 4.11.1; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular set top box and that the Subscribed Channels cannot be viewed if such Smart Card is removed and used with any other set top box.

4.11.3 The Affiliate represents, warrants and undertakes that all installations of set top boxes and Smart Cards are done directly by the Affiliate or through its authorized dealers and only within the Area, and that the installer for every installation physically checks and ensures before installation and activation of a set top box and Smart Card that the address where the installation is being done matches with the address as supplied by the subscriber at the time of purchase of the set top box and which is the same as detailed in the SMS. In accordance with Clause 4.11.1, the Affiliate's SMS shall contain all of the following

information items for each subscriber prior to activation of a set top box and, where separately issued, Smart Card for such subscriber:

- (a) Name;
- (b) Installation address;
- (c) Billing address (if different);
- (d) Telephone number of the installation address, where applicable;
- (e) Subscriber's unique subscriber reference or subscription agreement number;
- (f) Service/Channels/Packages that have been selected;
- (g) Details of the dealer who sold the set top box;
- (h) Details of the authorized dealer who sold the subscription;
- (i) Details of the installer;
- (j) Smart Card number; and
- (k) Set top box number.

4.11.4 The Affiliate agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Subscribed Channels can be accessed from addresses which are:

(a) not *bona fide* or do not match the addresses as supplied by the relevant subscribers as detailed in the SMS; or

(b) outside of the Area.

4.11.5 In order to ensure that the Smart Card is only activated for *bona fide* subscribers, the Affiliate further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired set top box; and (b) that such Smart Card is activated at the address of the subscriber which matches with the address as supplied by the subscriber at the time of purchase of the set top box and which is the same as detailed in the SMS.

4.11.6 The Affiliate represents, warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and reactivation of all subscribers and all other records required under Clause 4.11.3; 4.11.7 In the event the Affiliate is found to be in breach /violation of the terms and its obligation under Article 4.11 of the Agreement the Broadcaster shall be entitled to deactivate/de-authorise the Subscribed Channels after following the procedure laid down in the Regulations/Directions/Orders of the TRAI or any other statutory authority.

4.12 FINGERPRINTING

4.12.1 The Affiliate shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications/ guidelines provided by the Broadcaster. A certificate at periodical intervals by the Affiliate giving the details of systems, processes and controls in place to run fingerprinting which detail is verifiable by the broadcaster would be sufficient compliance of this clause. The Affiliate shall ensure that all set top boxes should support both visible and covert types of Fingerprinting and should be compatible for running Fingerprinting whether operated by the Affiliate or by the Broadcaster.

4.12.2 The Affiliate shall ensure that it shall be able to operate the Fingerprinting across all subscribers or any sub-set of 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.

4.12.3 The Affiliate shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Subscribed Channels:

4.12.3.1 The Subscribed Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;

4.12.3.2 Fingerprinting to be provided by the Affiliate on the Subscribed Channels, as per the scheme provided by the Broadcaster; the Broadcaster 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).

4.13 BROADCASTERS OBLIGATIONS

4.13.1 The Broadcaster and the Affiliate would work closely together to decide on the promotional schemes/offers for the subscribers with an objective to persuade them to subscribe to the channel(s) of the Broadcaster.

4.13.2 Broadcaster will take all necessary approvals and permissions as may be laid down by law.

4.14 It is clearly understood that all the relevant laws of the country, including the rules, notifications and orders issued by the Government under such laws as well as any order, direction or regulation of TRAI or any Regulatory Authority would be binding on both parties and none of the clauses contained herein shall be interpreted in a manner as may 18 be in derogation of the said provisions, notifications, rules, orders, directions and Regulations.

ARTICLE 5: RESTRICTIONS

5.1 The Affiliate shall subject to constraint of factors beyond his control, distribute each Subscribed Channel in its entirety, without interruption, alteration, addition, deletion or editing except as may be required by any Applicable Laws in the Area.

5.2 The Affiliate shall not, without the Broadcaster's prior written consent:

i) Distribute or exhibit or authorize, license or permit the distribution or exhibition of the Subscribed Channels by any such medium or devices, now known, or hereafter devised throughout the Area other than in accordance with the terms of the Agreement. The Affiliate shall not, without Broadcaster's prior written permission, distribute the Subscribed Channels via any distribution system or medium other than the Permitted Distribution System. Further, the Affiliate subject to the applicable law shall not distribute the Subscribed Channels to any Commercial Establishments in the Area unless specifically provided herein.

ii) Copy any of the programmes, data or content included on the Subscribed Channels for the purpose of distributing them later, or for any other reason, except as may be required by any Applicable Laws within the Area provided that the Affiliate promptly notifies the Broadcaster before making any copy;

iii) Cut, edit, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Subscribed Channels except as may be required by any Applicable Laws within the Area;

iv) Except for the services specifically permitted vide clause 1.1 of Article 1 in this Agreement, the Affiliate shall not incorporate any Subscribed Channel or the programmes, data or content therein as part of any Free TV, Interactive TV, Internet Protocol TV (IPTV), Pay Per View (PPV), Video On Demand (VOD) or Near Video On Demand (NVOD) services or On-line Services, or otherwise exhibit or cause the exhibition of any stills, extracts or data from any Subscribed Channel or the programmes therein via the Internet or any other local or area wide computer network or mobile telephone or handheld device;

v) Reformat any Subscribed Channel so that it appears on less than the full screen of a television or add or super-impose any data, crawlers, buttons or other items to any Subscribed Channel;

vi) Superimpose or otherwise add any third party or non-Broadcaster advertising, promotions, programmes, data, content, copyright, trademarks, trade names, logos, names and / or licenses on any Subscribed Channel, Channel Mark or Broadcaster Promotional Materials;

vii) Use any copyright, trademarks, trade names, logos, names and / or likenesses, or any part of them, included in programmes on any Subscribed Channel, or which Broadcaster uses for marketing purposes, except in connection with its receipt or promotion of the Subscribed Channels;

viii) Allow or authorize any other person to do any of the acts mentioned in sub-clause (vii), except with the permission of Broadcaster and in accordance with the Agreement;

ix) Remove or shift or allow to be removed or shifted, the Equipment from the agreed Address detailed in clause 3 of the Agreement or allow anybody else to do the same, and shall indemnify Broadcaster against any damage, destruction or theft or loss of the Equipment;

ARTICLE 6: REPRESENTATION AND WARRANTIES OF AFFILIATE

The Affiliate undertakes, represents and warrants to the Broadcaster as under:

6.1 It has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement.

6.2 It shall comply with all laws and regulations with respect to the services in terms of the Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any Applicable Laws, rules and regulations or government orders (including service tax, entertainment tax etc.);

6.3 It shall submit to the Broadcaster a copy of its registration as a cable operator, with the postal authority or with such other competent authority as may be appointed from time to time, The Affiliate further confirms that it shall renew such registration as and when required and shall keep it in full force and shall duly inform the Broadcaster in the event of any changes or termination in its registration, within two weeks of such change;

6.4 It shall not misuse the Subscribed Channels and shall not conceal/misrepresent the details of subscribers in the Area. The Affiliate further confirms that it shall promptly inform the Broadcaster by SMS Report furnished every month within 15 days following the expiry of each month in case of any change in the names and addresses and other details of its subscribers and addition/ change in sub-operators, last mile operators and/or franchisees through whom the Subscribed Channels are being delivered to the subscribers;

6.5 It shall 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 the Broadcaster against any default or non-payments in this regard;

6.6 It shall keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the technical cell of the regional office of the Broadcaster in the event of any mechanical/ technical fault in the Equipment;

6.7 It shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster. Further, it shall not remove or replace any or all parts of the Equipment. The Affiliate shall allow authorized employees or agents of Broadcaster free access to the address mentioned at clause 1.1 of Article 1 to check whether the Equipment is being properly used;

6.8 It shall not 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. Any such act by the Affiliate shall be construed as a breach of its obligations hereunder;

6.9 The Affiliate undertakes that it shall not do anything, which might tend to indicate that any TV programme is from any source other than the channel forming part of the Subscribed Channels under the Agreement;

6.10 In case Broadcaster desired to enter into any new contract superceding the earlier Agreement or add or delete certain terms and conditions because of change in Applicable Laws then the Affiliate shall sign such new contract. Provided further that the Affiliate may choose not to sign if the terms as per the new contract is less favorable to the Affiliate vis-à-vis the terms contained in the superceded agreement. If the Affiliate further agrees to adhere to and abide by the new contract or by any such additional terms and conditions, the Affiliate, shall sign a new contract superseding the Agreement, incorporating any such additional terms and conditions, within one month of the issue of such new contract by Broadcaster. If the Affiliate does not agree the parties may mutually agree to proceed to terminate the Agreement after following the procedure provided in this Agreement and complying with any regulations, orders or directions that may be issued by the Government or any regulatory body;

6.11 The Affiliate acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by competent Authority, as and when the same are issued;

6.12 The Affiliate represents and warrants that it has the appropriate net worth and necessary infrastructure (including office, support staff and the equipment) for running the cable operations smoothly and efficiently and discharging its entire obligations under the Agreement. The Affiliate shall pay the Subscription Amounts to Broadcaster on the basis of invoices raised and on or before the due dates without any delay or default. The Affiliate further undertakes to pay the increased Subscription Amounts in the event of any increase in the actual number of subscribers as may be derived from the Subscriber Management System(SMS).The Affiliate recognizes that it has been appointed hereunder, based among other things, on the above-mentioned representations and its confirmation that the Agreement and the payments to be made hereunder and the obligations to be discharged are for the definite Term provided in clause 1.5 of the Agreement unless expressly provided otherwise in the Agreement;

6.13 It is expressly recognized between the Parties that the breach of any of the above, shall constitute an event of default under the Agreement and shall entitle Broadcaster to disconnect the access to the Subscribed Channels hereunder provided and to terminate the Agreement and disconnect/deactivate the Subscribed Channels as per the law in force. All representations and warranties shall survive the termination of the Agreement.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES OF BROADCASTER

7.1 The Broadcaster represents and warrants to the Affiliate that it has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under the Agreement;

7.2 The Broadcaster shall comply with all laws and regulations with respect to services referred to in clause 1.1 of this Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any Applicable Laws, rules and regulations or government orders (including service tax, entertainment tax etc.);

7.3 The Broadcaster understands that TRAI has issued certain regulations and guidelines and agrees that it shall adhere to and strictly abide by such regulations and guidelines and any amendments thereto or any new regulations and guidelines that may be in force from time to time. The Broadcaster acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by TRAI, as and when the same are issued; The Broadcaster represents and warrants to the Affiliate that downlink license has been applied for/obtained with respect to all channels;

7.4 The Broadcaster further represents and warrants to the Affiliate that the satellite signal of the Subscribed Channels shall be in standard PAL or NTSC format as designated by Broadcaster and have one or more audio tracks;

7.5 The Broadcaster shall ensure good quality and uninterrupted service to the Affiliate except for reasons beyond control and undertakes that it has all the requisite rights, authority and approval to broadcast the programme and that such broadcast shall not infringe the copy rights of any other person;

7.6 The Broadcaster represents that the equipment including IRD if any supplied by it will be compliant with the existing BIS standards;

7.7 It is expressly recognized between the Parties that the breach of any of the above, shall constitute an event of default under the Agreement and shall entitle the Affiliate to disconnect the carriage of the Subscribed Channels hereunder provided and to terminate the Agreement as per the law in force. All representations and warranties shall survive the termination of the Agreement.

ARTICLE 8: OBLIGATIONS RELATING TO EQUIPMENT

The Broadcaster shall, at the request of the Affiliate supply or cause to be supplied the Equipment to the Affiliate (or if it has already supplied such Equipment directly or through suppliers nominated by it) upon the following terms and conditions: -

8.1 IRDs

(i) The IRD shall be used by the Affiliate exclusively for distribution of the Subscribed Channel for which it is issued and shall at all times remain the sole and exclusive property of the Broadcaster and the Affiliate shall forthwith return the same to the Broadcaster upon expiry or termination of the Agreement as per the provisions and procedure laid down in this Agreement.

(ii) In the event, that the Affiliate merges or amalgamates with another entity or ceases to carry on business of a multi system operator (MSO) or a cable operator, the Affiliate shall intimate the same to the Broadcaster immediately and shall take steps to forthwith return the IRD to the Broadcaster within 10 days. In the event, the Affiliate fails to return the IRD to the Broadcaster without reasonable cause, the Affiliate shall be liable to pay a sum of Rs.1,000/- per day per IRD to the Broadcaster for the period during which the default continues.

(iii) The Affiliate shall not, under any circumstances, reverse engineer, decompile or disassemble the IRD Box or Viewing Cards or reproduce or allow the reproduction of any of them or the technology included in them. The Affiliate will ensure that the IRD is not tampered with in any way.

8.2 VIEWING CARDS

(i) The Viewing Card(s) supplied by the Broadcaster shall at all times remain the sole and exclusive property of the Broadcaster and the Broadcaster shall forthwith deactivate the same upon expiry or termination of the Agreement as per the provisions and procedure laid down in this Agreement

(ii) The Affiliate shall use the Viewing Card(s) only in terms of the Agreement and at the installation address mentioned in clause 1.1 of Schedule to this Agreement. The Affiliate shall not make any unauthorized use or tamper with the Viewing Card(s) in any manner whatsoever. However, in the event the Affiliate desires to move the Viewing Card(s) to some other address, the Affiliate shall obtain prior written permission from the Broadcaster and such permission shall not be unduly delayed or refused by the Broadcaster. The Affiliate shall not sell, exchange or transfer the Viewing Card(s) in any manner whatsoever. If, upon any investigation or inspection, it is found that any Viewing Card(s) is being misutilised, mishandled or used in any manner, other than what has been specifically provided for under this Agreement, then, the Affiliate shall be liable to compensate the Broadcaster for any loss or damages caused to the Broadcaster by such misutilisation or mishandling or unprescribed use. In any such event the Broadcaster shall also be entitled to immediately take back possession of the Viewing Card(s) and also to initiate appropriate civil/ criminal proceedings in respect of such unauthorized use in addition to any other action that it deems appropriate under the law.

(iii) The Broadcaster shall not be liable for any defect in the Viewing Card(s) that is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the Affiliate or any other person. In the event, the Viewing Card(s) is lost, stolen or damaged, the Affiliate shall immediately inform the Broadcaster. In the event, the Affiliate desires new Viewing Card(s) for any channel forming part of the Subscribed Channels, the same may be issued at the discretion of BROADCASTER on payment of such charges as may be specified by the Broadcaster from time to time. In the event of deactivation of the Viewing Card(s) for any reason whatsoever, including non-payment of Subscription Amounts, the Affiliate shall be liable to pay to the Broadcaster such charges as may be determined by the Broadcaster from time to time for re-activation of the Viewing Card(s). In the event, any of the Viewing Card(s) is not in use by the Affiliate, the same shall be returned to the Broadcaster immediately.

8.3 RECEIPT OF EQUIPMENT

It is expressly agreed between the Parties that where the Broadcaster has dispatched the Equipment as per request of the Affiliate and informs him about the same but the Affiliate does not intimate the Broadcaster of the receipt or non-receipt of the Equipment within a period of thirty days of the receipt of such intimation of dispatch by the Broadcaster, then it will be deemed that the Affiliate has received the Equipment.

8.4 RESTRICTIONS ON EQUIPMENT

8.4.1 In the event the Affiliate fails to pay the Subscription Amounts and/ or, upon expiry of, or termination of the Agreement, the Broadcaster shall be entitled to take back the possession of the Equipment from the Affiliate and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the Affiliate, the IRD Deposit shall be refunded to the Affiliate. In the event, the Affiliate fails to return the Equipment to the Broadcaster without reasonable cause, the Affiliate shall be liable to pay a sum of Rs.1,000/- per day per IRD to the Broadcaster for the period during which the default continues. In case the Affiliate returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the Affiliate shall be liable to pay to the Broadcaster such charges as may be determined by the Broadcaster. The Broadcaster shall be authorized to deduct the cost of damages from the IRD Deposit.

8.4.2 The Affiliate shall get the IRD insured immediately on execution / renewal of the Agreement. In case of damage to the IRD, the Broadcaster shall recover the actual repair cost from the Affiliate. However, in case the IRD cannot be repaired or is beyond repair the Affiliate shall be liable to pay to Broadcaster the book value of the IRD. The Broadcaster shall be entitled to deduct the book value of such IRD from the IRD Deposit and/or Security Deposit. The premiums if any paid by the Affiliate would be adjusted from the amounts due to the Broadcaster on account of subscription amounts.

8.4.3 In order to recover possession of the Equipment from the Affiliate, the Affiliate shall ensure that the authorized personnel of the Broadcaster are allowed free and unobstructed access to the premises of the Affiliate where the Equipment are installed and take possession of the same. The Affiliate shall not interfere with such procedure provided that such authorized personnel of the Broadcaster visit the premises for the purposes of taking the possession of the Equipment during normal office hours.

8.4.4 The Affiliate acknowledges and recognizes that mere possession of the Equipment does not automatically entitle the Affiliate to receive the Subscribed Channels.

8.4.5 Any violation/breach of this Clause 8 shall entitle Broadcaster to disconnect and deny access to the Subscribed Channels subject however to the compliance of applicable laws as well as to terminate the Agreement as laid down in this Agreement.

8.4.6 The parties to the Agreement have verified that all the representations and warranties made herein above are true, accurate and correct and that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remained to be furnished.

8.4.7 It is expressly recognized between the parties that the breach by either party of any of the representations, warranties or covenants set out in this Agreement shall constitute an event of material default by the other party under this Agreement and shall entitle the other party to terminate the Agreement and claim damages without prejudice to any other rights.

ARTICLE 9: INDEMNITY AND THIRD-PARTY CLAIMS

9.1 If for any reason or resulting from any cause whatsoever, any statement, representation or warranty of the Affiliate/Broadcaster set forth herein is found to have been materially incorrect, untrue when made, fails to prove to be true, the breaching party which provided such materially incorrect, untrue statement or representation or warranty, shall be fully liable to the other party for any and all liability, damage, costs, and expense including attorney fees, arising from such representation, breach or incorrect statement.

9.2 Both parties agree that each party shall forever keep and hold the other party and its affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees of a counsel of the other party's choice) arising out of any breach of any representation and warranties set out herein or any of its obligations pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

10.1 The Parties agree to keep all information including without limitation, data pertaining to the business of the other Party, details of the other Party's Affiliates, subscriber details, Subscription Amounts, pricing, etc. regarding the strategy and volume of business of the other Party strictly confidential at all times unless required by applicable law to disclose such information.

10.2 Any information provided by one Party to the other Party under the Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other. Disclosure of any such information is to be made only to such employees of the Parties who need to use the Confidential Information and it is the responsibility of the Parties to bind and ensure that any such employee shall hold in confidence all such confidential information including but not limited to the terms and conditions of the Agreement and that such an employee does not disclose, publish or make copies of the Agreement or the Confidential Information (unless it is required by law to do so) without the prior written consent of the other Party.

This clause shall survive the termination of this Agreement.

ARTICLE 11: NO PUBLIC ANNOUNCEMENTS

The Parties shall not make, and shall not permit any of their respective directors, employees, officers, or Associates to make, any public announcement about the subject matter of the Agreement or any of its business and operating plans from time to time, whether in the form of a press release or otherwise, without first consulting with the other Party and obtaining the other Party's written consents, save as required to satisfy any requirement (whether or not having the force of law) of a stock exchange on which the shares of the Parties or an Associate of the Parties or holding company of the Parties are traded or the securities laws, rules or regulations applicable to the Parties or an Associate of the Parties or holding company of the Parties in any jurisdiction in which its shares are traded or any relevant governmental or regulatory body or as otherwise required by law or regulation. In the event that disclosure is required, the other Party shall be given a reasonable opportunity to review and comment on any such required disclosure.

ARTICLE 12: TERMINATION AND EFFECT OF TERMINATION

12.1 TERMINATION

12.1.1 The Agreement shall automatically terminate by efflux of time i.e. on the completion of the Term unless on or before the expiry of completion of the term, the parties have executed another agreement on the same subject or have agreed to or have started a process of negotiation to extend the term of the Agreement with or without modification in terms of clause 1.3.2 of this Agreement.

12.1.2 Either of the Parties may, subject to clause 12.1.3 and clause 24 below, terminate the Agreement at any time by giving a reasoned written notice of one month to the other Party.

12.1.3 The parties shall have the right to terminate the Agreement, subject to Applicable Laws, upon the occurrence of any of the following events:

12.1.3.1 Where one of the parties is in material breach of any provision of the Agreement as defined in clause 1.3 of the Schedule;

12.1.3.2 Where the Broadcaster fails to provide conditions necessary for proper exercise of the rights of subscription as envisaged in Article 2 of this Agreement;

12.1.3.3 Where the Affiliate fails to provide to the Broadcaster, true and accurate information pertaining to the names, addresses and details of (i) the subscribers; and (ii) any cable operators, sub-operators, last mile operators and/or franchisees through whom the Subscribed Channels are being delivered to the subscribers pertaining to any location within the Area as and when demanded by the Broadcaster, from time to time for

purposes of verification. The details of subscribers should be verifiable through the Subscriber Management System (SMS);

12.1.3.4 Where the Affiliate fails to provide the Subscriber Report as required by the broadcaster duly attested within fifteen days from the expiry of each month;

12.1.3.5 Where the Broadcaster has provided the Affiliate with evidence to the effect that any of the Affiliate's sub operators are engaging in piracy of the Subscribed Channels, and the Affiliate has failed to take reasonable remedial action (including deactivating or confiscating Viewing Cards, Smart Cards, set top boxes or Receiver Boxes, as applicable) within two days of its receipt of such evidence and a notice by the Broadcaster requiring it to take such remedial action;

12.1.3.6 Where the Affiliate is in breach of the Anti-piracy Obligations set forth in the Agreement;

12.1.3.7 Where the Broadcaster has provided the Affiliate with reasonable evidence that any of Affiliate's active Smart Cards or set top boxes are lost or stolen or found being sold outside of the Area, or the Subscribed Channels or proprietary information or technology in the Smart Cards or set top boxes are in immediate and apparent danger of unauthorised use and the Affiliate has failed to take remedial action in accordance with the Anti-Piracy Obligations (including deactivating or confiscating such Smart Cards or set top boxes, as the case may be) within two days of its receipt of a written notice by Broadcaster requiring it to take such remedial action;

12.1.3.8 Where the Broadcaster has increased the Subscription Fees as provided under clause 3.1.2 of this Agreement and the Affiliate does not want to continue the business relationship on account of such increase in Subscription Fee;

12.1.3.9 In the event of Bankruptcy or insolvency of any of the parties;

12.1.3.10 Where winding up proceedings/liquidation proceedings have been initiated against any of the parties;

12.1.3.11 Where the Affiliate in any manner has jeopardised or interfered with the Broadcaster's intellectual property rights in any of the Subscribed Channels or part thereof;

12.1.3.12 Where the Affiliate's distribution of all or any of the Subscribed Channels, exposes the Broadcaster or its Associates to any liability, civil or criminal;

12.1.3.13 Where any of the parties attempts to make or makes any transfer, assignment or sublicense of any of their rights under the Agreement without prior written consent of the other party;

12.1.3.14 Where there is any change in the Control of the Affiliate/Broadcaster by way of any Competitor gaining Control of the business of the Affiliate/Broadcaster ("Control" meaning, for this purpose, the power to manage, directly or indirectly, the operation of the business of the Affiliate/Broadcaster, whether through the ownership of voting securities, by contract or memorandum or articles of association or any constitutional documents of the Affiliate/Broadcaster or otherwise) ("Competitor" meaning, for this purpose, any person whose business is that of a service provider and/or multi system operator (MSO) and/or distribution and/or broadcasting and/or owner (whether direct or indirect) of one or more television channels in one or more markets in the world).

12.1.4 Where the Broadcaster's authority to distribute all of the Subscribed Channels is revoked and/or terminated, then the Agreement shall stand automatically terminated;

Provided, however, that in the case of revocation or termination of the Broadcaster's authority to distribute some of the Subscribed Channels and not all of the Subscribed Channels, the Broadcaster shall at the first opportunity of knowing about the imminent possibility of such revocation or termination of authority, inform the Affiliate about such possibility and its consequences, so as to enable the latter to decide whether to continue with the Agreement or not.

12.1.5 Where the Broadcaster is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster to provide the Subscribed Channels or any part thereof to the Affiliate or limit the Affiliate's right or authorisation to offer the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts the Broadcaster to provide the Subscribed Channels to the Affiliate under the terms of the Agreement then the Agreement shall stand automatically terminated.

12.1.6 Upon the termination of the Agreement, distribution of the Subscribed Channels shall be unauthorized and illegal, and the Broadcaster shall be entitled to disconnect /deactivate the distribution of the Subscribed Channels but subject to observance of applicable rules /regulations/orders if any.

12.2 CONSEQUENCES OF TERMINATION

12.2.1 Upon termination of the Agreement:

(i) the parties to the Agreement shall cease to exercise their rights and to perform obligations arising out of this Agreement unless expressly provided otherwise in this Agreement

(ii) the Affiliate shall cease to provide services as defined in clause 1.1 of Article 1 and specifically referred to in Annexure A including distribution of Subscribed Channels to its subscribers directly or indirectly.

(iii) the Affiliate shall return the IRD / Viewing Cards in the same condition as they were made available by the Broadcaster subject to normal wear and tear.

(iv) the Affiliate shall prepare and deliver to the Broadcaster a final Subscriber Report relating to Subscription Amount due to the Broadcaster on termination;

(v) all Promotional Materials of the Broadcaster, which are in the Affiliate's possession or under its control shall be delivered to the Broadcaster or otherwise disposed of in accordance with the Broadcaster's directions;

(vi) the parties shall immediately cease to make any representations that they are associated with each other in the Area;

(vii) the Parties in addition to their other rights and remedies under law or equity, shall be entitled to receive all outstanding monies due to each other including the Subscription Amounts /IRD Deposit /Security Deposit due or to become due under the Agreement and these shall immediately become due and payable on the date of termination;

(viii) the indemnity obligations and the confidentiality obligations of the parties will continue to stand and survive termination; and

(ix) the Affiliate shall cease to use the intellectual property and sign a confirmation of cessation of the use of Intellectual property as may be required by the Broadcaster.

ARTICLE 13: LIMITATION OF LIABILITY

13.1 It is expressly understood and agreed between the Parties that neither Party shall have any liability or obligation whatsoever under this Agreement, towards any other party arising from and in respect to: -

(a) Any defect or damage in the equipment including IRD(s)/Viewing Card(s) not attributable to the Affiliate. (Any defect in the IRD(s)/ Viewing Card(s) attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Broadcaster's instructions or any use of the IRD(s) with any apparatus or equipment not authorized by the Broadcaster shall be deemed to be actions attributable to the Affiliate);

(b) Any problem in the CAS or any other equipment due to system failure, any reason beyond the reasonable control of the Affiliate;

(c) Any action, failure to act or default on the part of any equipment distributor or installer;

(d) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of the Broadcaster/ Affiliate;

(e) Any indirect or consequential loss resulting or any other default on the part of the Broadcaster or any of its officers, employees, suppliers, distributors or agents or any vendor of an IRD; and

(f) Withdrawal or suspension of any Channel or programs by the Channe Owners without providing adequate opportunity to the Broadcaster to suitably notify the Affiliate of such an eventuality;

13.2 It is expressly agreed and understood between the parties that the Broadcaster shall have no liability or obligation towards the Affiliate, its sub operator and/or subscriber due to deactivation of services if such services have been deactivated by the Broadcaster as per the terms of this Agreement and in compliance of the orders/regulations in this regard, if any.

ARTICLE 14: AGREEMENTS WITH SUBSCRIBERS

Any agreement entered into by the Affiliate with a subscriber or any Agreement entered into by the Broadcaster with the channel provider shall not relieve the Affiliate or the Broadcaster of any of its obligations under this Agreement towards the other and the Affiliate and Broadcaster shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties arising out of this Agreement.

ARTICLE 15: NO WAIVER

The exercise of or failure to exercise any, or all of the foregoing remedies by the Parties shall not operate as a waiver on the part of the Parties of its rights to exercise any other remedy available to the Parties under the Agreement, at law or equity, and all of the foregoing remedies shall be deemed cumulative. The failure of the parties to enforce anytime or for any period any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce such right unless such subsequent exercise of the right is barred by limitation as provided by law or otherwise limited by this Agreement.

ARTICLE 16: NO AGENCY

Neither the Affiliate nor the Broadcaster shall be or hold itself out 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 the Broadcaster by virtue of the Agreement or by the Broadcaster's delivery of the Subscribed Channels to the Affiliate. The relationship between the Broadcaster and the Affiliate is "Principal to Principal".

ARTICLE 17: BINDING NATURE

All the obligations and benefits arising under the Agreement shall pass to and be binding on the respective assigns transferees and successors of the Parties hereto.

ARTICLE 18: MODIFICATIONS

This Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement including Addendum Agreements, Annexures, Schedules or any other document, called by whatever name, but executed relating to this Agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties through their respective authorized representatives.

ARTICLE 19: NO PARTNERSHIP

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Broadcaster and the Affiliate and neither party shall enter into any contract or obligation that purports to bind the other.

ARTICLE 20: NOTICES

All Notices given hereunder shall be given in writing in English, by personal delivery or by Registered Post Acknowledgement Due (RPAD), at the correspondence addresses of the Affiliate and of the Broadcaster set forth in this Agreement unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered AD Post only, in which case all notices to such Party shall thereafter be given at the address so notified.

Notice shall be deemed to have been received, (a) if delivered personally, upon delivery and (b) if sent by RPAD, upon delivery of the mail or upon expiry of 7 days from the date of despatch.

ARTICLE 21: RIGHTS AND VALIDITY

The rights and remedies set out in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE 22: SUPERSESSION

Except as provided herein, this Agreement constitute the whole agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements or understanding relating to such subject matter. Provided, however, that it shall not prejudice the rights and obligations which have arisen out of the prior agreements and continuing to subsist unless otherwise agreed to be relinquished or abrogated through this Agreement.

ARTICLE 23: ASSIGNMENT

Notwithstanding anything contained in this Agreement, the parties shall not have the right, without the prior written consent of the other, to assign or transfer the Agreement or any of their respective rights or obligations, under this Agreement. Any breach, actual, potential or threatened, of this clause, shall entitle the parties to terminate the Agreement and take any other measures as may be appropriate.

ARTICLE 24: FORCE MAJEURE

Failure on the part of the Broadcaster/Affiliate to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfillment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, Satellite Jamming, Satellite Failure, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of the parties herein that directly or indirectly hinders or prevents either of the parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. Were the condition of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either party to the other, on expiry of one month from the date such notice is given.

ARTICLE 25: SEVERABILITY

In the event that any provision of this Agreement is declared by any judicial, quasi judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless the Parties decide that the effect of such declaration is to defeat the original intention of the Parties in which event, Parties shall be entitled to terminate this Agreement by a months' notice.

ARTICLE 26: JOINT AND SEVERAL

Joint and several: All agreements on the part of either of the Parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the Parties.

ARTICLE 27: DISCRETION

No decision, exercise of discretion, judgment or opinion or approval or provision of information on any matter mentioned in this Agreement or arising from it shall be deemed to have been made by either of the Parties to the other except if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement.

ARTICLE 28: GOVERNING LAW AND DISPUTE RESOLUTION

28.1 The rights and obligations of the Parties under the Agreement shall be governed by laws of India.

28.2 The Parties agree that they shall not seek injunctions or any interim/ad-interim orders from any court or judicial tribunal/authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("**TDSAT**"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

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

For and on behalf of M/s. A & Co Ltd)

_____)

Authorised Signatory

In the presence of

1.

2.

For and on behalf of M/s. B & CO. Ltd.)

_____)

Authorised Signatory

In the presence of

1.

2.

Annexure A

Details of Subscribed Channels, subscription fees, MRP, Security Deposit, IRD fees, etc

Item (1): SUBSCRIPTION FEE

A) A - la - Carte Channels

[illegible]

B) Bouquets

SUBSCRIBED CHANNEL BOUQUETS		IRD Number	Viewing Card Number if any	Maximum Retail Price per subscriber per month	Subscription Fee per Subscriber per month
Name of Bouquet	Channels included in the Bouquet				

Item (2):

IRD DEPOSIT & PROCESSING FEES

[Read with Clause 8 of the Agreement]

[illegible]

Annexure B

Copy of Identification Certificate furnished by Affiliate Schedule: Registration Details of the Affiliate & Broadcaster

1.1 AFFILIATE REGISTRATION AND OTHER DETAILS:

Cable Television Registration No.

Date of issue: Date of expiry:

PAN No.:

Service Tax registration No.

Date of issue:

Entertainment Tax Registration No.:

Date of issue:

The Affiliate shall provide a self-attested copy of the above registration certificates.

Installation Address *(if different from address details provided above)*

Contact Person (Mr./Ms)

Installation Address

Village

City / Taluka

District Pin

State

Telephone Number

Fax Number

(If in case of more than one head end the above details (1.1) would be repeated)

Note: Strike Out whichever is not applicable/ Add any other details that are relevant.

1.2 Broadcaster Registration and Other Details.

Details of Registration Certificate:

PAN No.:

Service Tax registration No.

Date of issue:

Entertainment Tax Registration No.:

Date of issue:

Note: Strike Out whichever is not applicable/ Add any other details that are relevant

DEFINITIONS AND INTERPRETATIONS

A. DEFINITIONS

In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

"Affiliate"	means a multi system operator (MSO) including its agents or intermediaries who provides services as agreed to and as described in Clause 1.1 of Article 1 of this Agreement through the Permitted Distribution System. For the purposes of this Agreement the definition shall be interpreted with reference to the party of the Other Part <i>i.e.</i> M/s. B & CO Ltd on whose behalf this Agreement has been signed.
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“Agreement”	means this Commercial and Technical Agreement and all its Schedules, Annexures and/or addenda agreements, updation forms particularly referred as forming part of this Agreement as amended from time to time.
“Applicable Laws”	means and includes any law, regulation, direction, notification, policy, guideline or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority concerning Broadcasting and Distribution of TV channels and matters consequential upon and incidental thereto.
“Area”	means the area referred to in clause 1.2 of Article 1 of the Agreement, within which the Subscribed Channels through a permitted distribution system with CAS are to be distributed by the Affiliate, directly or indirectly, through its agents and would include flats, apartments, buildings, dwelling units, whether in a single family or in a multi unit building. Each television set connected to a set top box in a single dwelling would hereby constitute a subscriber for the purposes of computing the number of subscribers in the Agreement.
“Associates”	means: (i) in the case of a person other than a natural person, any other person that, either directly or indirectly through one or more intermediate person(s), controls, is controlled by, or is under common control with such person, and (ii) in the case of a person that is a natural person, any other person that, either directly or indirectly through one or more intermediate person(s), controls, is controlled by or is a relative of such natural person. For the purposes of this definition, "control" means the power to direct the management or policies of a person, whether through the ownership of over 50% of the voting power of such person, through the power to appoint over half of the members of the board of directors or similar governing body of such person or by virtue of the articles or other constitutional document of such person or otherwise, or through contractual arrangements or otherwise.
“Bouquet”	means a combination of more than one Television Channels and/ or selling of a combination of Channels together as a package.
“Broadcaster”	means a Broadcaster as defined in The Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004
“Channel(s)”	means the television channel(s) with a set of frequencies used for transmission of a programme and particularly specified in Annexure A, whether forming a part of a bouquet or not.
“Commercial Establishment”	means a commercial cable subscriber as defined in “The Telecommunication (Broadcasting and Cable) Services (Second) Tariff (Fourth Amendment) Order, 2006.
“Conditional Access System” or “CAS”	means any Addressable System containing features as indicated in the Explanation (a) below Section 4A of The Cable Television Networks (Regulation) Act, 1995 (7 of 1995).

"Confidential Information"	means :(a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Associates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the parties, (b) any material/ information, which results in the violation of any conditions imposed by the Broadcaster or its programme suppliers and disclosed to the Affiliate by the Broadcaster for the purposes of this Agreement, including any information of any kind whatsoever which is made known to the Affiliate as being confidential in nature and vice versa (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information.
"Competent Authority"	means the Authority specified in this Agreement to be the Competent Authority for the purpose indicated therein and would include any Authority as has been notified /declared or as may be notified/declared from time to time as a constitutional or legislative or judicial or quasi judicial or Administrative or Regulatory Authority concerning matters of Broadcasting and Distribution of TV channels and matters incidental or relating thereto.
"Electronic Programme Guide" or "EPG"	means an electronic program guide maintained by the Affiliate that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programs.
"Equipment"	means and includes the IRDs and the Viewing Card(s), collectively referred to as Equipment.
"Fingerprinting"	means a process whereby code words/numbers are made overtly to appear on the screen of a television and / or covertly in the signal of a Subscribed Channel that enables identification of the Viewing Cards being used to access the signal.
"Integrated Receiver Decoder" or "IRD"	means a device, decoder, receiver cum decoder used in conjunction with a Viewing Card by the Affiliate in order to receive a Television Channel and may include a remote control, where applicable and which has the recommendation/ approval of Broadcaster on the basis of mutually agreed parameters between the parties.
"Promotional Material"	means such materials, information, merchandise, etc. made by the Broadcaster, or by the Affiliate for the purpose of promoting the Subscribed Channels/ programmes of the Subscribed Channels, and shall without limitation include flyers, banners, hoardings, stickers, handouts, etc.
"Material Breach"	includes but is not limited to any of the following breaches of the terms and conditions of this Agreement i) non-payment or part payment of the subscription amounts which have been established to be due and outstanding in terms of the mutually agreed procedure for determining the due and outstanding payment of subscription amounts. ii) in the event of a statement / warranty of the party is found to be untrue.

	<p>iii) tampering with SMS or CAS systems and records and failure to provide records despite the procedure of making such requests have been followed.</p> <p>iv) Change of location of IRDs/ Viewing Cards by the Affiliate without consent of the Broadcaster.</p>
“Notice”	means a written communication by one party to the other, issued pursuant hereunder and is addressed and delivered personally or by post at the place indicated in this Agreement or in the Addendum Agreements as the case may be as address for the purpose of the notice.
“Permitted Distribution System”	means a system of distribution of the Television Channels to the subscribers in encrypted analogue or digital format through the Cable Television Network as defined under the Cable Television Networks (Regulation) Act, 1995 (7 of 1995). For avoidance of doubts, it is clarified that for the purposes of this Agreement, Permitted Distribution System would not include distribution of Television Channels to subscribers through any other method such as Head-ends In The Sky, Direct-To-Home, Multipoint Microwave Distribution System/ Multi Channel Multipoint Distribution System (MMDS), Terrestrial Transmission, or through cellular mobile network or any other medium or technology or device
“Set Top Box” or “STB”	means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted/descrambled form subscribed pay channels through an addressable system
“Smart Card”	means, in relation to a subscriber, a card or other device either issued by the Affiliate to the subscriber or embedded in the set top box which when enabled by CAS, has the functionality of enabling the subscriber’s set top box to receive the Subscribed Channels offered by the Affiliate.
“Pay Channel”	means a pay channel as defined under the Telecommunication (Broadcasting and Cable) Services (Second) Tariff Order, 2004 and specified in Annexure A to have been subscribed as a pay channel for distribution through the permitted distribution system to the subscribers directly or indirectly.
“Total Subscription Amount”	means the total amount payable by the Affiliate to the Broadcaster for each month. It shall be calculated by taking the subscription fee for each channel or bouquet of channels and multiplying the same by the number of subscribers for that channel or bouquet of channels, as the case may be, as reflected in the SMS of the Affiliate and by adding up the sums in respect of all channels and bouquets of channels covered under this Agreement.
“Subscriber”	means a person who receives the services described in clause 1.1 of Article 1 of the Agreement read with Annexure A, either in full or in part, through the permitted Distribution System either directly or indirectly from the Affiliate without transmitting it to any other person and has been declared to be a subscriber for such service as per the Subscriber Management System (SMS) installed at the Head End of the Affiliate. For the purpose of the definition every television set connected to a set top box located within duly occupied residential flats, apartments, or other residential dwelling units located in single unit or

	multi-unit buildings or a place indicated for receiving the Subscribed Channels from the Affiliate shall be counted as one subscriber.
“Subscribed Channels”	means the channels as described in Item (1)(A) and (1)(B) of Annexure A to this Agreement.
“Subscriber Management System” or “SMS”	means a system or device which stores the subscriber records and details with respect to name, address etc as well as information regarding the hardware being utilized by the subscriber, channels /bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation / deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid by the subscriber for each billing period.
“Services”	means Services referred in Clause 1.1 of Article 1 and described appropriately in Annexure A of this Agreement.
“Term”	means the term of this Agreement as specified in clause 1.3 of Article 1.
“Viewing Card”	means the Broadcaster-approved viewing card to be used in conjunction with the IRD for the Affiliate to access and decode each Subscribed Channel.

B. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires.
- (b) The word “person” shall include individuals, corporations, partnerships, association of persons and any other entities;
- (c) Any references to Article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;
- (e) References to a “month” are to a calendar month;
- (f) Headings and titles are for ease of reference only and shall not affect the interpretation of this Agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this Agreement done otherwise independent of the title.
- (g) Any reference to law, regulation, statutory provision, order, guideline, policy, etc, includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

[Between multi system operator (MSO) and cable operator (CO)]

**STANDARD TECHNICAL AND COMMERCIAL INTERCONNECTION
AGREEMENT [CAS]**

This Technical and Commercial Interconnection Agreement along with its Schedules and Annexures is executed on this _____ day of _____ 2006 by and between:

M/s. B & Co Ltd, a company incorporated under the Companies Act, 1956, having its registered office at 00111, PQR Colony ABC City (hereinafter referred to as the “**multi system operator (MSO)**” which expression shall unless repugnant to the context or meaning thereof be deemed to include the successors and permitted assigns) of the **ONE PART.**

AND

***[M/s C & Co., a partnership firm** having its office at 123, MNO Road, XYZ City and having as partners Mr. _____ s/o _____, r/o _____ and Mr. _____ s/o. _____ r/o. _____]

OR

***[M/s. D & Co. Ltd., a company incorporated** under the Companies Act, 1956, having its registered office at 456, LMN Road, EFG City]

OR

***[M/s. E Associates, a proprietary concern,** having its office at 789, IJK Colony, UVW City owned by Mr. _____ s/o _____, r/o _____, carrying on business in the name and style of Alpha Beta Gamma Cable Vision]

(* strike out whichever is not applicable or modify suitably in case of Association of Persons or Body of Individuals)

(hereinafter referred to as the “**Affiliate**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include the successors in business and permitted assigns, legal heirs, executors) of the **OTHER PART**

The multi system operator (MSO) and the Affiliate are hereinafter individually and collectively referred to as “Party” and “Parties”, respectively.

WHEREAS

A. The multi system operator (MSO) is engaged in the business of distribution of television channels including through a digital /analogue Conditional Access System (“CAS”) in the Areas notified by the Central Government under Section 4A(1) of The Cable Television Networks (Regulation) Act, 1995 (7 of 1995);

B. The Affiliate is registered as a cable operator with the local post office having its postal registration No. _____ dated _____ and is authorized to provide Cable T.V. Service to subscribers by means of Cable T.V. Network having subscribers in the Territory.

C. The parties have mutually agreed to execute this agreement between them to govern the rights and obligations in regard to the subscription and distribution of Television channels in the Territory.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the Parties agree as follows: -

1. DEFINITIONS

The words and expressions used in this Agreement shall have meanings as assigned to them in the Schedule to this Agreement.

¹ Inserted by the Second Amendment Regulation, 2006, (w.e.f. 24.8.2006).

2. PROVISION OF SERVICE

2.1 The multi system operator (MSO) hereby grants to the Affiliate and the Affiliate hereby accepts from the multi system operator (MSO), the right to receive Cable T.V. Signals through the Trunk Line for further instant re-transmission by the Affiliate to the subscribers in the Territory on the terms and conditions herein set out.

2.2 The multi system operator (MSO) shall make available Channels to the Affiliate based on sufficient demand and as per prevailing norms, policies, the applicable Laws and rules, regulations, directions and orders of the concerned Authorities, so as to make a complete wholesome service, and subject to commercial feasibility. This shall include such number of Free To Air channels as may be specified under the law for inclusion in the package of channels forming the basic service tier. In case any Channel is not received and/or transmitted by the multi system operator (MSO) for reasons not solely attributable to multi system operator (MSO), Affiliate shall not hold the multi system operator (MSO) responsible for the same.

3. BILLING AND PAYMENT FOR PAY CHANNELS

3.1 The Affiliate shall pay the Subscription Amounts for each month to the multi system operator (MSO) for the Pay Channels in accordance with the statement furnished to him by the multi system operator (MSO). The Subscription Amounts will be based on the maximum retail price for each channel/ bouquet of channels of the respective Pay Broadcasters and the number of subscribers subscribing to each channel or bouquet of channels.

3.2 The above statement will contain the details of the Pay Channel subscribers and the amounts payable by the Affiliate. This may be used by the Affiliate to invoice and collect the amounts from his subscribers. The Affiliate shall bill the subscribers for the channels or bouquet of channels subscribed by them at an amount not exceeding the maximum retail price of individual channels or a bouquet of channels as subscribed by the subscribers.

3.3 (i) The Affiliate will pay to the multi system operator (MSO) each month, 75 % of the total amount calculated by taking the maximum retail price for each pay channel or bouquet of pay channels and multiplying the same by the number of subscribers for that channel or bouquet of channels, as the case may be and by adding up the sums in respect of all pay channels and bouquets of pay channels provided by the multi system operator (MSO). The Affiliate will retain the remaining 25% as his margin out of the total amount on account of pay channels.

(ii) The multi system operator (MSO) shall give due notice of any change in the maximum retail price of any of the pay channels or bouquet of channels, of a minimum of 21 days or as may be prescribed by law, as the case may be.

FOR BASIC SERVICE TIER/ FREE TO AIR CHANNELS AND CARRIAGE CHARGES

3.4 No charges for the Basic Service Tier/ Free to Air channels shall be payable by the Affiliate to the multi system operator (MSO). Any amount collected by the Affiliate from his subscribers for the Basic Service Tier/ Free to Air channels shall be retained by the Affiliate. However, the Affiliate shall have no claim to get any share from the Carriage Fee, if any, received by the multi system operator (MSO) from any broadcaster and the entire amount so received by the multi system operator (MSO) shall be retained by the multi system operator (MSO).

3.5 All amounts billed as per statements/ invoices shall be payable on or before the due dates as mentioned therein.

3.6 The Affiliate will also collect rent, instalment and security deposit for the Hardware or any other amount as may be specified by the multi system operator (MSO) from the subscribers concerned from time to time and hand over the same to the multi system operator (MSO) without any deduction.

SECURITY DEPOSIT

3.7 The Affiliate shall deposit with the multi system operator (MSO) a sum of Rs. _____/- (Rupees _____ Only) interest free and refundable security deposit. This security deposit will only cover the cost of the set top boxes provided to him. At the time of expiration or termination of this Agreement, Affiliate shall be entitled to refund amount of the security deposit, subject to the adjustment of arrears of bills, and any other payments due from the Affiliate to the multi system operator (MSO). This shall be settled within 30 days of the expiry/ termination of the agreement.

TAXES

3.8 The multi system operator (MSO) and the Affiliate shall be responsible for payment of all taxes, levies, charges and penalties levied or imposed by or under a statute, law, regulations, relating to the Services and which are due to be paid by them, respectively. The Affiliate shall also be responsible for collection of such amounts attributable to such taxes, levies, charges imposed by or under a statute, law, regulations, relating to the Services and payable by the multi system operator (MSO) and by Broadcaster and for remitting the same promptly to the multi system operator (MSO) within the respective due dates.

DEFAULTS

3.9 Without prejudice to such rights and remedies that the multi system operator (MSO) may have in law or under the provisions of this agreement, in the event of any delay or failure by the Affiliate to make payments of subscription amounts on or before the respective due dates, the multi system operator (MSO) shall have the right:

(i) to disconnect the services to the Affiliate subject to the compliance of the applicable rules, regulations, directions or orders of the competent authority.

(ii) to terminate this agreement, subject to compliance of the applicable laws in force.

(iii) to charge a simple interest at the rate of 15 percent per annum from the date such amounts became due until they are fully and actually paid.

(iv) to appoint another Affiliate, other than the defaulting Affiliate, for the Territory.

Provided however, that the multi system operator (MSO) may, at its discretion, waive its right to disconnect the service and to terminate this Agreement, upon such terms and conditions as the multi system operator (MSO) may deem fit and proper, which shall, inter-alia, include the receipt by the multi system operator (MSO):

(a) of the entire arrears of subscription amounts, together with simple interest accrued thereon at the rate of 15 percent per annum from the date immediately succeeding the due date, till they are fully paid; and

(b) reasonable reconnection charges as may be mutually decided.

3.10 Upon disconnection of the service as mentioned in clause 3.9 above, whether accompanied by termination of this Agreement or not, the Affiliate shall be liable to deposit forthwith all sums payable by

it to the multi system operator (MSO). In the case of termination, accounts shall be settled within 30 days and for delayed payments by either party, simple interest at the rate of 15 percent per annum shall be charged.

4. AFFILIATE'S COVENANTS

4.1 The Affiliate hereby undertakes that it shall be responsible for –

(i) booking of orders from subscribers for provision of the Hardware, getting the necessary registration forms filled up by the subscribers, getting signatures of the subscribers under his certification, collection of the rents or instalments and the security deposits and forwarding promptly to the multi system operator (MSO) such forms, along with the requisite payments, as also requests from the subscribers for changes, if any, from time to time, duly countersigned by the Affiliate to enable the processing of the same;

(ii) Storage of the Hardware supplied by the multi system operator (MSO), payment of the security deposit therefor and distribution and installation thereof to the subscribers and for repossession of the same at the request of the multi system operator (MSO) and for handing over the same to the multi system operator (MSO);

(iii) Billing, collection of the amounts from the subscribers and handling all calls, queries, complaints of the subscribers; and

(iv) Physical verification of the address of each subscriber of pay channels after getting proof of residential address such as a ration card, Voters Identity Card, Bank Pass Book or any other such documentary proof of residence;

4.2 The Affiliate shall –

(i) protect, safeguard and maintain services provided to the existing and also to the future subscribers;

(ii) ensure the deployment and usage of only such set top boxes and Smart cards at the subscriber's end, as are approved by the multi system operator (MSO) and are compatible with the network of the multi system operator (MSO);

(iii) not transmit or retransmit, interpolate or mix any signals to subscribers which are not transmitted or generated by the multi system operator (MSO) without the prior written consent of the multi system operator (MSO);

(iv) not insert any commercial or advertisement or information on any signal transmitted by the multi system operator (MSO). Any such tampering of signals or interpolating of signals shall be deemed to be a violation of this agreement and shall constitute sufficient cause for termination of this agreement by the multi system operator (MSO) by giving such notice as prescribed under the law;

(v) not interfere in any way with the signals provided by the multi system operator (MSO) and also not to use any decoding, receiving, recording equipment(s), counterfeit set top box or Smart card and any other like equipments;

(vi) not provide any feeder line from its end to any other cable operator, commercial establishment, institution or any other person, association of persons (whether registered or unregistered) or company, without the prior written permission of the multi system operator (MSO);

(vii) supply/provide the multi system operator (MSO) a copy each of the return filed with the Entertainment Tax Department, Service Tax Department, Central Government under the Cable Television Networks (Regulation) Act, 1995, and any other authority under any law for the time being in force on request;

(viii) make payment of bills by the fifteenth of succeeding month, in respect of the services it availed during a month, by such mode as may be notified by the multi system operator (MSO), or, if directed and authorized by the multi system operator (MSO), to deposit the same in a designated bank account notified by the multi system operator (MSO) for that purpose;

(ix) inspect the set top boxes and Smart cards with the subscribers on a sample basis every month so as to ensure that the set top boxes and Smart cards are not altered, tampered, misused, replaced, removed or shifted without the written consent of the multi system operator (MSO) from their original address, and also whether or not, the subscribers are using, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit Smart cards other than the set top box, Smart cards and other equipments supplied/ approved by the multi system operator (MSO).

(x) not perform or, not induce another person to perform or offer to perform –

(a) any alteration, tampering with the Hardware including the seal (seal to prevent opening of set top box), misuse, replacement, removal and shifting of Smart card(s) and/or set top box(es) without the written consent of multi system operator (MSO) from their respective original addresses,

(b) any use, either before or after the set top box, of any decoding, receiving, recording equipment(s), counterfeit set top box(es), Smart card(s) other than the set top box(es), Smart cards and any other equipments supplied/ approved by the multi system operator (MSO), and to take actions as directed by the multi system operator (MSO) against such subscribers, and

(c) any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the multi system operator (MSO), the broadcaster, or any other person associated with such transmission.

(xi) intimate the multi system operator (MSO) promptly about any alteration, tampering with the Hardware including the seal, misuse, replacement, removal and shifting of Smart cards and set top boxes, without the written consent of multi system operator (MSO), from their respective original addresses and also about the use, either before or after the set top boxes, of any decoding, receiving, recording equipment(s), counterfeit set top box(es) and Smart card(s) other than the set top box(es), Smart card(s) and any other items of Hardware supplied by the multi system operator (MSO), and to take actions as directed by the multi system operator (MSO) against such subscribers;

(xii) comply with all the applicable statutes or laws for the time being in force, or any rules, codes, regulations, notifications, circulars, guidelines, orders, directions etc. issued, published or circulated under any law for the time being in force;

4.3 The Affiliate shall not provide any connection to any person for further retransmission of the Cable T.V. signals for any purpose. Also, the Affiliate shall not receive, transmit or retransmit any signal directly or indirectly, which is transmitted or re-transmitted from any third party.

Explanation: This clause shall have no application where the Affiliate receives, transmits or retransmits any signal from a third party through a separate independent network, having no connection whatsoever with the network of the Affiliate, utilized for transmission/ retransmission of signals received from the multi system operator (MSO).

4.4 The Affiliate shall not record and then retransmit Cable T.V. Signal or otherwise to block or add or substitute or otherwise tamper with the signal being transmitted by the multi system operator (MSO) or with the Trunk Line nor shall allow any other person to do so.

4.5 The Affiliate shall extend all reasonable co-operation, to the multi system operator (MSO), to enable the multi system operator (MSO) to conduct such inspections etc. so as to satisfy itself with regard to the fulfillment of the conditions mentioned in this Agreement, on the part of the Affiliate.

4.6 The Affiliate shall not do any act or thing as a result of which, any right or interest of the multi system operator (MSO) in respect of the Cable T.V. signals under this Agreement or any property of the multi system operator (MSO) may be infringed or prejudiced.

4.7 The Affiliate shall provide true and accurate information pertaining to the names, addresses and details of (i) the subscribers; and (ii) any sub operators, through whom the services are being delivered to the subscribers, within two weeks from the date of this Agreement, and thereafter at the end of each month to the multi system operator (MSO).

4.8 The Affiliate shall have no right, without the prior written consent of the multi system operator (MSO), to assign or transfer any of its rights or obligations under this Agreement. Any breach, actual, potential or threatened of this clause, shall entitle the multi system operator (MSO) to terminate this Agreement and to take any other measures as may be appropriate under the law after giving the prescribed notice.

4.9 RIGHTS & OBLIGATIONS OF MULTI SYSTEM OPERATOR (MSO)

(i) To carry out modifications, if found necessary, in its network. These modifications may include replacement of the old cables and equipment with new ones, which are capable of handling the services of the multi system operator (MSO) and to carry out improvements/ upgradation therein. Entire network as well as all improvements carried out in the territory shall be the exclusive property of the multi system operator (MSO) and the Affiliate shall not have any right whatsoever on the same;

(ii) To provide facility to the Affiliate to register and resolve the subscribers' complaints, and to forward and execute pay channel viewing choices and requests of subscribers;

(iii) To arrange for the provision of Subscriber Management System (SMS);

(iv) To notify and inform the specifications of set top boxes and Smart cards which are compatible with its network and the authorized sources from where these can be procured/purchased by the subscribers;

(v) To receive complaints on technical aspects from the Affiliate and arrange to provide necessary advice/ assistance to carry out the required rectification work by the Affiliate. The multi system operator (MSO) will provide all technical consultancy and help to the Affiliate as and when required by him for up-gradation of its system and enhancement of quality of signals;

(vi) To deploy finger printing mechanism or any other mechanism/ method/system in its network to detect any piracy, violation of copyrights and unauthorized viewing of channels, transmitted through its network, by the Affiliate, subscribers or any other person;

(vii) To make inspections at the premises of the Affiliate so as to satisfy itself with regard to fulfillment of the conditions, on the part of the Affiliate, mentioned in this Agreement; (viii) To deal with satellite channel broadcasters; and

(ix) To make physical verification of the network, from time to time.

5. UNDERTAKINGS

5.1 Each party shall recognize the exclusive ownership of the property owned and installed by the other party and shall not have or claim any right, title or interest or lien of whatsoever nature.

5.2 Nothing contained herein shall constitute either Party as the agent or partner or the representative of the other for any purpose and neither Party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other Party and the relationship between the multi system operator (MSO) and the Affiliate is on "Principal to Principal" basis.

5.3 (i) It is expressly understood by the parties that "_____ " logo(s) is a Registered Trade Mark of the multi system operator (MSO), and the Affiliate shall use the said logo only during the currency of this agreement for the benefit of the cable television networking business of the multi system operator (MSO). Consent of the multi system operator (MSO) be and is hereby given to the Affiliate to use the said logo, to the extent of or in connection with the business of the multi system operator (MSO).

(ii) It is clearly understood and accepted by each party that it shall have no right to use any intellectual property of the other on its Cable T.V. Service or otherwise on or after the withdrawal by the other party of its consent for such uses.

5.4 In case of the Affiliate decides to transfer its interest in respect of its business of providing Cable T.V. Service to any other party / person (third party), in whole or in part, the Affiliate shall give prior notice to the multi system operator (MSO). The multi system operator (MSO) shall not have any objection to such transfer if the Affiliate has complied with its obligations under this contract and has paid all its dues.

Provided, however, that such other third party shall sign & execute a deed of adherence to the terms & conditions of this Agreement and other undertaking/bonds to the satisfaction of the multi system operator (MSO) in order to give effect to the provisions of this Agreement.

5.5 The Affiliate undertakes to the multi system operator (MSO) to maintain and continue to maintain its Postal Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Regulation) Act, 1995 and to comply with the terms and conditions of the license certificate issued by the Postal Authority.

5.6 Both the parties shall comply with the Laws, as applicable to them.

6. PREVENTION OF PIRACY

6.1 The Affiliate shall not indulge or allow any person to indulge in Piracy or in reverse engineering any technology used in the Hardware or any component thereof nor shall he use the Hardware to be connected to any equipment for setting up a mini head-end for retransmission of the signals generated from the same. Any subscriber shall be disconnected by the Affiliate after giving due notice, if found to be indulging in or abetting any Piracy.

6.2 The Affiliate represents, warrants and undertakes that all set top boxes and Smart Cards as provided by the multi system operator (MSO):

(i) are sold and installed together as a pack only in the Territory and only at the premises of a subscriber whose address has been verified in accordance with Clause 4.1. (iv); and

(ii) employ card pairing technology that ensures once a Smart Card is activated, it is paired to a particular set top box and that the Channels so subscribed by the subscribers cannot be viewed, if such Smart Card is removed and used with any other set top box.

6.3 For relocation of a set top box of any subscriber, the Affiliate shall conduct an independent physical verification of the new residential address and forward due intimation of the same to the multi system operator (MSO).

6.4 The Affiliate shall furnish the following items of information for each subscriber prior to activation/ allowing activation of a set top box and where separately issued, Smart Card for each subscriber: -

(a) Name;

(b) Installation address;

(c) Billing address (if different);

(d) Telephone number of the installation address, where applicable;

(e) Subscriber's unique subscriber reference or subscription agreement number;

7. DISCLAIMER AND INDEMNITY

7.1 In no event, either multi system operator (MSO) or the employees thereof shall be liable to the Affiliate or to any subscribers of Affiliate or any other person for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any programme or information or for any indirect or consequential loss or damage, whether or not attributable to any act or omission of the multi system operator (MSO) or of any of its employees or otherwise.

7.2 Affiliate shall indemnify the multi system operator (MSO) from all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the Affiliate or due to termination of the Agreement or suspension of the Service due to Affiliate's breach.

8. TERM AND TERMINATION

8.1 The Agreement until terminated, will remain in effect.

8.2 This agreement can be terminated by either party if the other Party;

a. fails to comply with any of the terms and conditions of this agreement and such failure, if capable of remedy, is not rectified within 30 days of receipt of written notice of such failure from the other party; or

b. goes into liquidation or becomes insolvent either compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of their assets.

8.3 This agreement can be terminated by the multi system operator (MSO), if the Affiliate fails to pay the subscription amounts on or before the due date after following the procedure prescribed under the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 and amendments made thereto from time to time.

8.4 If the Affiliate indulges in or allows or induces any person to indulge in Piracy, this Agreement can be terminated by the multi system operator (MSO) after following the procedure prescribed under the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 and amendments made thereto from time to time.

9. EFFECT OF TERMINATION

9.1 In case of default by the Affiliate, the multi system operator (MSO) may instead of terminating the Agreement, suspend the transmission of the Cable T.V. Signal after complying with the requirements under regulations made by the TRAI in this regard, without any liability, responsibility or obligation to any subscriber, for such period until the Affiliate remedies the default. If any subscriber makes any claim or takes any action against the multi system operator (MSO), due to the disconnection or termination by the multi system operator (MSO), the Affiliate shall make good for all costs and consequences for such claim and action which are incurred or suffered by the multi system operator (MSO). Services may be restored at the discretion of the multi system operator (MSO) upon such advance payment and the payment of all outstanding.

9.2 In the event of the Termination, the Affiliate shall pay all amounts due and payable by the Affiliate upto the date of the Termination.

9.3 The Affiliate shall, within Five (5) days of the expiration or termination, as the case may be, of this Agreement in terms of the provisions mentioned herein, hand over to the multi system operator (MSO) all properties and assets belonging to the multi system operator (MSO), which are in the possession of the Affiliate. The Affiliate shall also be liable to make good all losses or damages caused to such properties and assets belonging to the multi system operator (MSO) in the custody of the Affiliate within seven (7) days of expiration or termination of this Agreement.

Explanation: -The requirement of this clause shall not have any application in respect of the Hardware or any other equipment belonging to the multi system operator (MSO), which are installed at the premises of the subscribers.

9.4 If the Affiliate fails to hand over the Assets or make good losses or damages caused to such properties and assets within the above said period, the Affiliate shall be liable to make payment for the same along with simple interest at the rate of 15 percent per annum.

9.5 All rights and obligations of the Parties shall terminate upon termination of this agreement except that any obligation, express or implied, following such termination which survives by its very nature shall survive. Any continuation of Cable T.V. Signal after the termination shall be merely an extension of the Agreement for which the Affiliate shall continue to be liable to pay as provided under this Agreement or any terms as modified in writing or otherwise from time to time.

9.6 The expiration and termination of this Agreement shall be without prejudice to the rights which have already accrued to either party.

9.7 Upon termination of this Agreement, the parties may, by mutual consent, revive this Agreement. The multi system operator (MSO) shall reconnect the service upon such revival subject to such terms and conditions as are mutually agreed.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 The rights and obligations of the Parties under the Agreement shall be governed by laws of India.

10.2 The Parties agree that they shall not seek injunctions or any interim/ ad-interim orders from any court or judicial tribunal/ authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

11. FORCE MAJEURE

11.1 Failure on the part of the multi system operator (MSO)/Affiliate to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfillment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the Authorities or any circumstances beyond the reasonable control of the parties herein that directly or indirectly hinders or prevents either of the parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. Were the condition of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either party to the other, on expiry of one month from the date such notice is given.

11.2 Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this agreement pursuant to such Force Majeure.

12. NOTICES

Any notice to be served on any party by the other shall be deemed to have been validly sent if sent by Registered Post Acknowledgement Due (RPAD) or by hand delivery duly acknowledged at the address mentioned in the beginning or at such other changed address as the party may inform and the date of receipt of such notice will be the date of receipt by the other party or shall be 7 days from the date of dispatch of the notice by RPAD, whichever is earlier.

13. RESTRICTION ON TRANSFER

The Affiliate shall not remove, sell, assign, mortgage, transfer/sublet, encumber all or any part of the network which belongs to the multi system operator (MSO). If the Affiliate indulges in any of the above-mentioned acts, the said acts shall be illegal and void ab-initio and the Affiliate shall also be liable for any action under the applicable law.

14. CONFIDENTIALITY

14.1 The parties shall keep in strict confidence, any confidential information received by one from the other while participating in the affairs/business of each other and shall not disclose the same to any person or party not being a party to this Agreement.

14.2 The parties shall also bind their employees, officers, advisors, associates, contractors, agents, authorized persons and other similar persons to whom the above-mentioned information may be disclosed, to the obligations of confidentiality as prescribed in clause 14.1 above.

15. MODIFICATIONS

The Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement, including Addendum Agreements, Annexures, schedules or any other document, called by whatever name, but executed relating to this agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties.

16 BINDING EFFECT

16.1 This agreement modifies all prior understanding of the parties as to the subject matter hereof and shall not be amended except in writing by both the parties. Any other understanding between the parties (if any) with regard to any other matter such as Internet, etc or any accrued rights and obligation of the Parties, if any, shall continue to be in full force and effect.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands to this agreement on the date and year appearing hereinabove.

Signed on behalf of the multi system operator (MSO))

_____))
In the presence of

1.

2.

Signed on behalf of the AFFILIATE)

_____))
In the presence of

1.

2.

Schedule: Definitions and Interpretation
DEFINITIONS AND INTERPRETATIONS

A. DEFINITIONS

In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

“Act”	means the Cable Television Networks (Regulation) Act, 1995 (7 of 1995).
“Addressable System”	shall have the same meaning as assigned to it in the Act.
“Authority”	means any authority constituted under any statute, any department or sub-division thereof, any court or tribunal, including the department of post and tax authorities.
“Basic Service Tier”	shall have the same meaning as assigned to it in the Act.
“Cable T.V. Network”	means the network of cable and other equipment such as amplifiers, splitters owned and installed either by the multi system operator (MSO) or by the Affiliate for the purpose of providing Cable T.V. Service.
“Cable T.V. Service”	means the provision of Cable T.V. Signal to the subscribers.
“Cable T.V. Signal”	means the audio-visual program signals of cable channels, Basic Service Tier and Pay Channels transmitted by the multi system operator (MSO).
“Channel”	means a set of frequencies of Cable T.V. Signal used for transmission of a television program.
“Finger Printing”	shall mean the mechanism deployed by multi system operator (MSO) in its network so as to detect any piracy, copyrights violation and/or unauthorized viewing of channels transmitted through its network.
“Free To Air channel”	shall have the same meaning as assigned to it in the Act.
“Hardware”	means a multi system operator (MSO) approved set top box to enable the decryption of signals of Pay Channels transmitted in encrypted form, the remote and other associated components and accessories.
“Headend”	means a facility that contains satellite receivers, modulator, compression equipment, multiplexes, and conditional access facilities, other transmission equipments and has antennas which receive signals from local TV studios, and sometimes has TV studios inside the facility which produce shows and send the signals to other locations by

	satellite or antenna. When a headend facility receives signals from a satellite, it retransmits the signals (analog and/or digital) at frequencies the network can use.
“Network”	means all assets and materials, established within the specified area, such as head end, control room equipments, dishes, receivers, amplifiers, modulators, integrated receiver transcoders, feeder lines, set top boxes, cassettes, computers, studio equipments, cameras, editing machine, stands, equipments, tools, wires, cables and services which consists of uplinking, downlinking, receiving and sending digital and analog channels, which has the ultimate purpose of facilitating the subscribers to access the channels of his choice or request.
“Package”	means the type of the Channels either individual or in the form of bouquets subscribed by the subscriber which may include the Pay Channels as availed by the subscriber from time to time.
“Pay Channel”	means the Channels transmitted by the multi system operator (MSO) in encrypted form which can be accessed by the subscribers only by means of the Hardware.
“Piracy”	means unauthorized reception of Cable T. V. Signal by any person by any means and modes including but not limited to any alteration, tampering of the seal or any component or accessory thereof or misuse, replacement, removal and/or shifting of Hardware without the written consent of multi system operator (MSO) from their original address or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of trade mark and copyright of the multi system operator (MSO) or the broadcasters as the case may be.
“Service”	means the provision of encrypted and/or unencrypted Cable T.V. Signals to the Affiliate for the purposes of and subject to the terms of this Agreement for retransmission to the subscribers.
“Smart Card”	means the card duly approved by the multi system operator (MSO) as part of the Hardware, which enables the subscriber to gain access to the Cable T.V. signals of Pay Channels.
“Subscriber”	means the end viewers/individual households who receive Cable T.V. Signal through the Affiliate. For removal of doubts it is clarified that each television set connected to a set top box in a single dwelling would constitute a subscriber.
“Territory”	means the area of operations of the Affiliate and the multi system operator (MSO).

“Trunk Line”	means the coaxial/optic fiber cable network and other allied equipment such as receiver nodes, amplifiers, splitters etc. owned and installed by the multi system operator (MSO) or its associate companies for the purpose of transmitting Cable T.V. Signal to various affiliates till the receiving end of various affiliates, including the Affiliate, to enable them to re-transmit the Cable T.V. Signal to their respective subscribers.
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B. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires.
- (b) The word “person” shall include individuals, corporations, partnerships, association of persons and any other entities;
- (c) Any references to Article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;
- (e) References to a “month” are to a calendar month;
- (f) Headings and titles are for ease of reference only and shall not affect the interpretation of this agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this agreement done otherwise independent of the title.
- g) Any reference to law, regulation, statutory provision, order, guideline, policy, etc, includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

Terms and conditions which should compulsorily form part of Reference Interconnect Offers for interconnection for the direct to home platform and for other addressable platforms

Licence Fee	<p>For each month or part thereof during the Term of the agreement, the DTH operator shall pay to _____ (name of the Broadcaster) the Monthly Licence Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.</p> <p>The a-la-carte and bouquet "Rate" per Subscriber is set out in Annexure to this RIO. The rates mentioned in the Annexure to this RIO, as referred to above, are exclusive of all taxes and levies.</p> <p>The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.</p> <p>For the purpose of calculation of the Monthly License Fee payable to _____ (name of the Broadcaster), "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of _____ (name of the Broadcaster) through the DTH operator.</p> <p><u>Calculation of License Fee:</u></p> <p>I. In case a DTH operator avails one or more Bouquet(s) of _____ (name of the Broadcaster):</p> <p>(a) If the DTH operator is providing the Bouquet(s) as a whole to its DTH subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the Annexure multiplied by the number of Bouquet(s).</p> <p>(b) if the DTH operator does not offer such opted bouquet(s) as a whole to its direct to home 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 _____ (name of the Broadcaster) for such entire opted bouquet by the DTH operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.</p> <p>II In case a DTH operator avails one or more or all channels of _____ (name of the Broadcaster) on ala carte rate basis:</p> <p>(a) If the DTH operator is providing the channels on ala carte basis to its DTH subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala</p>
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¹ Inserted by the Fifth Amendment Regulation, 2009, reg. 8, (w.e.f. 17.3.2009).

	<p>carte rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.</p> <p>(b) if the DTH operator does not offer such opted ala carte channel(s) as ala carte to its direct to home subscriber but offers the ala carte channel (s) in packages, then the payment to _____ (name of the Broadcaster) for each of the ala carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed.</p> <p>III In case a DTH operator avails one or more channels on ala carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of _____ (name of the Broadcaster):</p> <p>(a) For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause I above.</p> <p>(b) For ala carte channels, the monthly license fee shall be calculated on the basis of sub clause II above.</p> <p>Payment of the License Fee 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.</p>
Payment Terms	<p>The Monthly Licence Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the DTH operator by _____ (name of the Broadcaster) without any deduction except deduction of withholding tax/TDS as provided in this RIO.</p> <p>Within seven days of end of each month, the DTH operator shall provide opening, closing and average number of subscribers for that month, based on which _____ (name of the Broadcaster) shall raise an invoice on the DTH operator. In case the DTH operator fails to send the report within the said period of seven days, _____ (name of the Broadcaster) shall have the right to raise a provisional invoice and the DTH operator shall be under obligation to pay the license fee 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 fee payable by the DTH operator for the immediately preceding month. On receipt of the report from the DTH operator, the parties would conduct reconciliation between the provisional invoice raised by _____ (name of the Broadcaster) and the report sent by the DTH operator.</p> <p>The DTH operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the DTH operator shall constitute a material breach hereunder. 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 rate of ____%. The imposition and collection of interest on late payments does not constitute a waiver of the DTH operator's obligation to pay the License Fee by the Due Date, and _____ (name of the Broadcaster) shall retain all of its other rights and remedies under the Agreement.</p> <p>All Licence Fee payments hereunder 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 DTH</p>

	<p>operator's cost and will be charged at the prevailing rates by _____ (name of the Broadcaster) to the DTH operator.</p> <p>If payment of the Licence 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 DTH operator shall provide tax withholding certificates to _____ (name of the Broadcaster) within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p>
Delivery and Security	<p>All _____ (name of the Broadcaster) Channels must be delivered by DTH operator to subscribers in a securely encrypted manner and without any alteration.</p> <p>The uplink specifications, satellite capacity and infrastructure allocated by DTH operator in respect of the broadcast signal of the _____'s (name of the Broadcaster) Channels by DTH operator to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its DTH platform.</p>
Anti-Piracy	<p>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 DTH operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the _____ (name of the Broadcaster).</p> <p>To ensure the DTH operator's ongoing compliance with the security requirements set out in the Agreement, _____ (name of the Broadcaster) may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by _____ (name of the Broadcaster) in writing no more than twice per year during the Term, at _____ (name of the Broadcaster)'s cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the DTH operator or _____ (name of the Broadcaster), then _____ (name of the Broadcaster) shall work with the DTH Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, _____ (name of Broadcaster) may, in its sole discretion, suspend the DTH operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to _____ (name of the Broadcaster)'s satisfaction. DTH operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the DTH operator to _____ (name of the Broadcaster)'s satisfaction.</p> <p>DTH 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.</p> <p>DTH operator 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</p>

	<p>for distribution by DTH operator at the time the Channels are made available. If DTH operator 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, DTH operator shall within ten 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 _____ (name of the Broadcaster) and the DTH operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the DTH operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the DTH operator and the subscriber.</p> <p>If so instructed by Information (as defined below) by _____ (name of the Broadcaster), the DTH 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 such instruction from _____ (name of the Broadcaster). 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 _____ (name of the Broadcaster) representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by _____ (name of the Broadcaster) through e mail and the DTH operator shall be under obligation to act upon such information.</p>
Reports	<p>DTH operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).</p> <p>DTH operator shall provide to _____ (name of the Broadcaster) complete and accurate opening and closing subscriber monthly reports for the _____ (name of the Broadcaster) Channels and the tier and/or package containing the _____ (name of the Broadcaster) Channels within seven (7) days from the end of each month in the format provided by _____ (name of the Broadcaster).</p> <p>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 _____ (name of the Broadcaster) Channel and each package in which a _____ (name of the Broadcaster) Channel is included) and the Licence Fees payable to _____ (name of the Broadcaster) and shall be signed and attested by an officer of the DTH operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.</p>
Audit	<p>_____ (name of the Broadcaster)'s representatives shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the DTH operator relating to the Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to _____ (name of the Broadcaster) under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional fees are payable to _____ (name of the Broadcaster), the DTH operator shall immediately pay such fees, as increased by the Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the DTH operator to be</p>

	<p>due for such period by two (2) percent or more, DTH operator shall pay all of _____ (name of the Broadcaster)'s costs incurred in connection with such review and / or audit and take any necessary actions to avoid such errors in the future.</p> <p>The DTH operator shall remain the sole owner and holder of all customer databases compiled by the DTH operator under the Agreement.</p> <p>DTH operator will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:</p> <ul style="list-style-type: none"> (i) maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing; (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration; (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints; (iv) administering payments of any commission fees from time to time payable to the DTH operator's authorised agents for the sale to Subscribers of programming packages; (v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and (vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
Term	<p>AS mutually agreed between _____ (name of the Broadcaster) and the DTH operator subject to a minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.</p> <p>The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.</p>
Termination	<p>Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:</p> <ul style="list-style-type: none"> 1. 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; 2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. The DTH licence or any other material licence necessary for DTH operator to operate its DTH service being revoked at anytime other than due to the fault of DTH operator. <p>_____ (name of the Broadcaster) shall have the right to terminate this Agreement by a written notice to DTH operator if (i) DTH 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</p>

	<p>(ii) _____ (name of the Broadcaster) discontinues the _____ (name of the Broadcaster) Channels with respect to all distributors in the Territory and provides DTH operator with at least ninety (90) days prior written notice.</p> <p>DTH operator shall have the right to terminate this Agreement on written notice to _____ (name of the Broadcaster) if DTH operator discontinues its DTH business and provides at least ninety (90) days prior written notice.</p>
Jurisdiction	The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the Agreement.

Note: The expression “DTH operator” appearing in the Schedule above shall get replaced by the appropriate nomenclature connoting the addressable platform for which the Reference Interconnect Offer is to be issued by the broadcaster.

ANNEXURE TO SCHEDULE III

LICENCE FEE RATES

(A) A LA CARTE RATES

[illegible]

(B) BOUQUET RATES

BOUQUET – 1

Channel	Rate to DTH operator (Rs.)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

BOUQUET – 2

Channel	Rate to DTH operator (Rs.)
1.	
2.	
3.	
4.	
5.	
6.	

BOUQUET – 3

Channel	Rate to DTH operator (Rs.)
1.	
2.	
3.	
4.	
5.	

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

(A) STB Requirements:

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

(B) Fingerprinting Requirements:

1. The finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.
6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.

¹ Inserted by the Fifth Amendment Regulation, 2009, reg. 8, (w.e.f. 17.3.2009).

8. The Overt finger printing and on-screen display (OSD) messages of the respective broadcasters should be displayed by the MSO/LCO without any alteration with regard to the time, location, duration and frequency.

9. No common interface Customer Premises Equipment (CPE) to be used.

10. The STB should have a provision that OSD is never disabled.

(C) CAS & SMS Requirements:

1. The current version of the conditional access system should not have any history of the hacking.

2. The fingerprinting should not get invalidated by use of any device or software.

3. The STB & VC should be paired from head-end to ensure security.

4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.

5. The CA company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.

6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.

7. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

- a. Unique Customer Id
- b. Subscription Contract no
- c. Name of the subscriber
- d. Billing Address
- e. Installation Address
- f. Landline no
- g. Mobile No
- h. Email id
- i. Service /Package subscribed to
- j. Unique STB No
- k. Unique VC No

8. The SMS should be able to undertake the:

- a. Viewing and printing historical data in terms of the activations, deactivations etc
- b. Location of each and every set top box/VC unit
- c. The SMS should be capable of giving the reporting at any desired time about:
 - i. The total no subscribers authorized
 - ii. The total no of subscribers on the network
 - iii. The total no of subscribers subscribing to a particular service at any particular date.
 - iv. The details of channels opted by subscriber on a-la carte basis.
 - v. The package wise details of the channels in the package.

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