

REFERENCE INTERCONNECT OFFER ("RIO")

PREAMBLE

- A. This Reference Interconnect Offer ("**RIO**") is being issued and published by Discovery Communications India ("**Broadcaster**") (for and on its behalf and on behalf of its group companies under authorization) pursuant to Regulation 7 of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 (2 of 2022) ("**Interconnection Regulations**") read with the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 (4 of 2022), ("**Tariff Order**") (collectively referred to as the "**Regulations / November 2022 Amendments**") and would be effective from 01st February 2024 (or such other date as may be decided by TRAI / competent authority) or the Start Date specified under Annexure E herein (whichever is later) and shall supersede previous RIO / Interconnection Agreement executed between the Parties and which was uploaded on the DCI website.

In the event there is any change in the Commencement Date owing to any order or judgment of a court or Governmental Authority (*defined below*), the Commencement Date will change accordingly. Further, in the event that there are any changes / modifications / amendments in the Regulations or any alteration or clarification thereto as a result of or pursuant to an order or judgment of a court / tribunal, the terms of this RIO and the Agreement (*defined below*) are to be modified accordingly, and the parties shall, to the extent required, enter into a fresh or supplementary RIO, as the case may be. The Broadcaster reserves its right to enter into a fresh Interconnection Agreement (*defined below*) including all such revisions / modifications / alterations / amendments thereto with the DPO. This RIO is being issued and published by the Broadcaster without prejudice to its rights, remedies and contentions under applicable Laws, equity or otherwise.

OTHER TERMS

1. The terms mentioned in this RIO constitute all the necessary technical and commercial terms and conditions as stipulated in Regulation 7 of Chapter III of the Interconnection Regulations applicable to DPOs re-transmitting digital signals of the Channels of the Broadcaster to the Subscribers (*defined below*) in terms of the said regulations. Every DPO desirous of re-transmitting signals of the Channels of the Broadcaster, shall make a written request to the Broadcaster by submitting the duly filled in application form which is available on the website of the Broadcaster under the link www.discoverychannel.co.in. The DPO shall also submit, along with the application form, documentary evidence / technical compliance report showing that the Addressable Systems (*defined below*) being used by the DPO meets the requirements in Schedule III of the Interconnection Regulations for consideration by the Broadcaster. On receipt of the request from the DPO in the requisite format along with mandatory documents, Broadcaster and the DPO will enter into the Interconnection Agreement hereto containing all the terms and conditions on an "as-is" basis without making any unilateral changes / modifications. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of the Broadcaster's available channels, the DPO shall not be in default of the Interconnection Regulations as well a defaulter of payments unless the Broadcaster at its sole discretion grants additional time to the DPO to remit the outstanding amount on just and equitable grounds.

2. By executing this RIO, the DPO declares and undertakes that the (i) The DPO is compliant with the Applicable Laws and holds necessary licenses / permissions for rebroadcasting / retransmitting the signals of the Broadcaster's available channels; (ii) the DPO is financially solvent and capable of discharging its payment obligations under this RIO; (iii) the DPO has not been convicted of any offence by any competent court.
3. **The Broadcaster has designated the following persons for receiving the request for interconnection from the Distribution Platform Operator and their grievance redressal pertaining to this RIO/Interconnection/Subscription Agreement:**

MSO/IPTV/HITS			
Sr. No.	Name of Designated Person	Email Address	Designated to receive request from the DPO (State / Area Wise)
1	Ruchir Jain	Ruchir.jain@wbd.com	All India
2	Bibhash Jha	Bibhash.jha@wbd.com	Northern India
3	Swarup Chowdhury	Swarup.Chowdhury@wbd.com	Eastern India
4	Rajesh Gupta	Rajesh.Gupta@wbd.com	Western & Central India
5	Sunil Ganapathy	Sunil.Ganapathy@wbd.com	Southern India

DTH			
Sr. No.	Name of Designated Person	Email Address	Designated to receive request from the DPO (State / Area Wise)
1	Ruchir Jain	Ruchir.Jain@wbd.com	All India
2	Shazia Fazal	Shazia.Fazal@wbd.com	All India

INTERCONNECTION / SUBSCRIPTION AGREEMENT

Document Number:

DPO Code:

DB Code:

Photograph of the Authorized Signatory of the DPO

This Interconnection / Subscription Agreement ("**Agreement**")¹ is executed on the day of , 20....
by and between:

Discovery Communications India, a private company with unlimited liability, incorporated under the laws of India, having its registered office at Level 3, Vasant Square Mall, Pocket V, Sector B, Vasant Kunj, New Delhi - 110070 and corporate office at Building No. 9, Tower A, 9th Floor, DLF Cyber City, Gurgaon - 122002 (hereinafter referred to as the "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns);

AND

DPO (M/s): _____

DPO's Status (Mention Yes/No):

Company		Individual	
Partnership Firm		HUF	
Proprietorship Firm		Other	

DPO's license/ registration:

Status of registration / licenses of the DPO	Name of registrant/ license holder	Registration No.	Registered area of operation/, as per registration/license (if applicable)	Validity	
				From	To

Registered Office Address (if applicable):

Address							
City:		District:		State:		PIN:	

Correspondence Address/Address for Notice as per the Agreement:

Address							
City:		District:		State:		PIN:	

Tel. No.:

PAN No:

Contact Person Name:

Mobile No.:

E-mail ID:

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

Mobile No.:

E-mail ID:

GST Registration Details

DPO Name as per GST Registration Number (Legal Entity Name)	
CIN/ LLPIN/ Registration Number	
Billing Address: City: State: PIN Code:	
(GST) Date of registration	
GSTIN/ UIN	
In case if registered in multiple states, provide the following information for all the registrations:	
Total no of GST Registrations (pan India) For each of the registrations, kindly provide the following information	
Billing Address: City: State: PIN code:	
(GST) Date of registration	
GSTIN/ UIN	

[hereinafter referred to as the “DPO”, which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a

company; and karta and coparceners in the case of a Hindu Undivided Family ("HUF")].

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

RECITAL:

- A. The Broadcaster is, inter-alia, engaged in the business of broadcasting and distribution of satellite based Channel (s)/service (s) and has the exclusive right to market and distribute the Channel (s)/service(s) to subscribers and users of the Channel (s)/service (s).
- B. The DPO is in the business of retransmitting the signals of television channels on its distribution Platform (as defined herein) and is desirous of retransmitting the signals of the Broadcaster's Channels to the subscribers.
- C. The Parties represent that they have the requisite power and authority to enter into this Agreement and create the mutual rights and obligations that are contractually binding in nature and legally enforceable in Law (*defined below*).
- D. The DPO has represented that it is duly authorized to re-transmit signals of satellite television channels through its Platform as per the license issued by the Ministry of Information and Broadcasting ("**MIB**").
- E. Relying upon the DPO's representation, the Broadcaster has agreed to grant a non-exclusive license to the DPO to retransmit the Channels (*defined below*) on the DPO's Platform, subject to the terms and conditions contained in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IN CONSIDERATION OF THE PREMISES, MUTUAL PROMISES, COVENANTS, WARRANTIES SET FORTH HEREINAFTER, IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER: -

I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below unless otherwise expressly stated in any provision of this Agreement. Any term used herein but not defined expressly shall have the meaning ascribed to it in the Interconnection Regulations.

- i. "**Addressable system**" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the Subscriber within the limits of the authorization made, through CAS and SMS, on the choice and request of such Subscriber, by the distributor of television channels;

- ii. **"Affiliate"** of a Party (the **"Subject Person"**) means (i) in the case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, controls, is controlled by or is under common control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, his / her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons. For the purposes of this definition, **"Control"** means (a) having an economic interest of more than 50% of any Person; and / or (b) the power to direct and control the management or policies of a Person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such Person, through contractual arrangements or otherwise;
- iii. **"A-la-carte"** or **"a-la-carte channel"** means an offering of the television Channel individually on a standalone basis;
- iv. **"Active Subscriber"** shall mean a subscriber who has been authorized to receive signals of Subscribed Channel (s) as per the SMS and whose Set Top Box has not been denied signals;
- v. **"SD Active Subscriber"** shall mean a subscriber who has been authorized to receive signals of the Subscribed SD Channels as per the SMS and whose Set Top Box has not been denied signals;
- vi. **"HD Active Subscriber"** shall mean a subscriber who has been authorized to receive signals of the Subscribed SD Channels as per the SMS and whose Set Top Box has not been denied signals;
- vii. **"Anti-Piracy Obligations"** shall mean necessary compliances to ensure prevention / curbing of piracy as set out in **Annexure B** of this Agreement;
- viii. **"BIS"** shall mean Bureau of Indian Standards;
- ix. **"Bouquet"** or **"Bouquet of channels"** means an assortment of distinct Channels (*defined below*), offered together as a bundle as is listed in **Annexure D** of this Agreement;
- x. **"Broadcaster"** means a person or a group of persons, or body corporate, or any organization or body who has obtained, in its name, permission for its channels from the Central Government for providing television broadcast of Television Channels;
- xi. **"Broadcaster Channels"** shall mean and refer to the linear satellite channels owned and / or operated by the Broadcaster and offered for subscription on a-la-carte basis or as Bouquets as listed in **Annexure D** of this Agreement, which list may be updated to include any new television channel distributed by the Broadcaster from time to time;
- xii. **"CAM"** shall mean Conditional Access Module owned, operated and supplied by the Broadcaster and used in conjunction with a Viewing Card (*defined below*) and an Integrated Receiver Decoder (*defined below*) in order to facilitate the receipt of the Services by the DPO;

- xiii. "**CAS**" shall mean the conditional access system maintained by the DPO in accordance with the Interconnection Regulations and the terms of this Agreement, which shall have the ability to authorize, provide and deny specific Channels, data, or information to paying Subscribers;
- xiv. "**Cable TV Act**" means the Cable Television Networks (Regulation) Act, 1995 as amended from time to time;
- xv. "**Channel(s)**" shall mean and refer to Broadcaster's Channels as set out in **Annexure D**.
- xvi. "**Subscribed Channel(s)**" shall mean and refer to Broadcaster's Channels which are subscribed to by the DPO by way of this Agreement, , by way of specific selection by the DPO. in **Annexure D**;
- xvii. "**Channel Marks**" means the trade names, trademarks, logos and service marks used by the Broadcaster and / or its Affiliates from time to time in connection with the Channels including without limitation the trade names, marks or logo specified by the Broadcaster or otherwise notified in writing by the Broadcaster from time to time;
- xviii. "**Change Event**" means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the DPO or any change of Control or change in the management or acquisition of majority shares or controlling power of the DPO or acquisition by the DPO (directly or indirectly) of a majority shares or a controlling power in any other entity or selling the whole or a substantial portion of the DPO's assets and / or purchasing the whole or a substantial portion of the assets of another entity by the DPO (directly or indirectly);
- xix. "**Commencement Date**" shall have the meaning assigned to it in Preamble A of this Agreement;
- xx. "**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 Affiliates, 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 or information disclosed to the DPO by the Broadcaster for the purposes of this Agreement, and (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;
- xxi. "**CPE**" means customer premises equipment to be used;
- xxii. "**DEITY**" means the Department of Electronics and Information Technology;
- xxiii. "**Disconnection Notice**" means notice by the Broadcaster to discontinue services to DPO;
- xxiv. "**Distribution Margin**" DPO shall mean the DPO's share of revenue for the Distribution of Subscribed Channel(s) to Subscribers and it does not include carriage fee. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s), multiplied by the Monthly Average

Subscriber Level;

- xxv. **"DPO Price List"** shall mean the rate applicable to as mentioned in the **Annexure D** of the Agreement, which is MRP of A-la-carte Channel(s) and/or Bouquet of Channels less the Distribution Margin;
- xxvi. **"EPG"** shall mean electronic program guide as defined under the Interconnection Regulations i.e. a program guide maintained by the distributors of television channels 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 programmes;
- xxvii. **"Equipment(s)"** means and includes all hardware/software and other devices and including but not limited to IRDs, Viewing Card(s) and CAM, as applicable;
- xxviii. **"End Date"** means date of expiry of this Agreement;
- xxix. **"Fingerprinting"** means exercises where code numbers are made overtly to appear on the screen of a television and / or covertly in the signals of the channels that enables identification of the smart card being used to access such signals.
- xxx. **"Force Majeure Event"** shall mean any act, cause, contingency or circumstance beyond the control of the Broadcaster, as the case may be, including, without limitation, any governmental action, order from court or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, pandemic public transportation dispute, satellite failure or transponder failure;
- xxxi. **"Governmental Authority"** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation-making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT, Department of Telecommunications, Department for Promotion of Industry and Internal Trade or any other body or authority regulating the broadcasting and distribution of channels in India;
- xxxii. **"Incentive"** shall mean the Incentives as set out under **Annexure F** of this Agreement;
- xxxiii. **"Integrated Receiver Decoder"** or **"IRD"** or **"DSR"** shall mean decoder, receiver or integrated receiver-decoders as set out in **Annexure G**, which is owned, operated and supplied by the Broadcaster and which is used in conjunction with a Viewing Card and CAM in order to facilitate the receipt of the Channel(s) by DPO;
- xxxiv. **"Intellectual Property"** shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited

on the channels;

- xxxv. **"Interconnection"** means the technical arrangements under which service providers connect, including through electro-magnetic signals, their equipment, networks and services to enable their customers to have access to the customers, services and / or networks of other service providers;
- xxxvi. **"Interconnection agreement"** with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channels;
- xxxvii. **"Law" or "Applicable Law"** means all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders, including amendments thereto, of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any local and national laws, treaties, voluntary industry standards (if any), rules, directives, regulations, guidelines, and codes of conduct of the MIB, TRAI, DOT, MEITY that have come into effect, those applicable to any tax, consumer and / or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment, the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto and the United Kingdom's Bribery Act 2010 and any amendments thereto (and any local or foreign equivalent). For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by Applicable Law, including, without limitation, the TRAI and the MIB.
- xxxviii. **"Local cable Operator" or "LCO"** means a person registered under Rule 5 of the Cable Television Networks Rules, 1994;
- xxxix. **"MIB"** means the Ministry of Information and Broadcasting, Government of India;
- xl. **"MEITY"** means the Ministry of Electronics and Information Technology, Government of India;
- xli. **"Payment Due Date"** shall have the meaning assigned to it as per this Agreement;
- xl.ii. **"Person"** means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;
- xl.iii. **"Piracy"** shall have the meaning ascribed in this Agreement which deals in Anti-Piracy;
- xl.ii. **"Piracy Event"** means an event that fulfills the conditions of piracy;
- xl. **"Permitted Digital Distribution Platform"** with respect to this Agreement, means the Digital Addressable Platform for which the DPO has filled in the applicable details;

xlvi. **"Platform"** shall mean, with respect to DPO, such DPO's Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator's HITS Service, with respect to DTH Operator, such DTH Operator's DTH Service and with respect to IPTV Operator, such IPTV Operator's IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

"DTH Operator" shall mean a company that has been granted license by the Central Government to provide DTH Service.

"DTH Operator's DTH Service" means distribution of television channel programmes by using a Ku-band direct-to-home satellite transmission system by providing television signals directly to Subscriber's premises without passing through an intermediary such as cable operator or any other distributor of television channels.

"HITS Operator" shall mean any person permitted by the Central Government to provide HITS service.

"HITS Operator's HITS Service" shall mean re-transmission of signals of television channels to (i) intermediaries like local cable operators or multi system Operator's by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks.

"IPTV Operator" shall mean a person permitted by the Central Government to provide IPTV service.

"IPTV Operator's IPTV Service" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.

"MSO" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators.

xlvi. **"Reference Interconnection Offer" or "RIO"** means this document published by the Broadcaster on its website specifying terms and conditions on which the DPO may seek Interconnection with the Broadcaster;

xlvi. **"Set Top Box" or "STB"** shall mean a device which is connected to or part of a television set and as per requirement described in this Agreement, which allows a Subscriber to receive the Channel (s) in de-scrambled form;

xlix. **"Subscriber management System" or "SMS"** means a system or device which stores the Subscriber records and details at the DPO's end with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Broadcaster Channels or bouquets of Broadcaster Channels subscribed by the Subscriber, price of such Broadcaster channels or Bouquets of Broadcaster Channels as defined in the system, the activation or de-activation date and time for any Broadcaster Channel or bouquets of Broadcaster Channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid or discount allowed to the Subscriber for each billing period by the DPO;

- I. **"Subscriber"** means any ordinary subscriber availing the Channel(s) through a single Set Top Box through the permitted Distribution Platform and who does not further transmit the Service to any other Person and specifically excludes Commercial Subscribers and commercial establishments;
- li. **"Subscription Fee"** with respect to the Subscribed Channel (s) shall mean the fee payable by DPO to Broadcaster for retransmission of signals of such Subscribed Channel (s) as detailed in **Clause 8**;
- lii. **"Tariff Order"** means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 03rd March 2017, as amended from time to time;
- liii. **"Territory"** means the territories listed in **Annexure E** of this Agreement;
- liv. **"TDSAT"** shall mean Telecom Disputes Settlement and Appellate Tribunal;
- lv. **"Audit"** shall mean audit conducted by the Broadcaster as per given format and as per the TRAI Rules and Regulation read along with the Audit Manual (as amended from time to time);
- lvi. **"Technical Specifications"** means the technical specifications as set forth in this Agreement to which the DPO's Digital Addressable Platform must comply with;
- lvii. **"Term"** shall mean the period specified in **Clause 2** of this Agreement;
- lviii. **"TRAI"** shall mean the Telecom Regulatory Authority of India;
- lix. **"Viewing Card"** means the viewing card owned, operated and supplied by the Broadcaster and which is to be used in conjunction with the IRD for the DPO to access and decode each Channel.

II. RULES OF INTERPRETATION

Unless the context of this Agreement otherwise requires:

- a. the Annexures, Schedules shall form an integral part of this Agreement and are references to the Annexures, Schedules in this Agreement;
- b. the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
- c. words using the singular or plural number also include the plural or singular number, respectively;
- d. words of any gender are deemed to include the other gender;
- e. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;
- f. the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
- g. any reference to a "person" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and

- irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- h. a reference to "writing" includes email, except as expressly provided otherwise;
 - i. reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation or order include references to that statute, provision, regulation or order as amended, modified, re-enacted or replaced from time to time;
 - j. the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases; and
 - k. the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings.

III. DETAILED TERMS

1. PARTIES	DISCOVERY COMMUNICATIONS INDIA and DPO
2. TERM	Unless terminated earlier in accordance with the terms of this Agreement, the "Term" shall be for a period of One (1) Year which would be effective from 01 February 2024 (or such other date as may be decided by TRAI / competent authority) or the Start Date specified under Annexure E herein (whichever is later) and shall include amendments / extensions if any, issued by Broadcaster.
3. SUBSCRIBED CHANNELS	<p>The DPO agrees to subscribe to the signals of Channel(s) on A-la-carte and/or Bouquet(s) basis by specifically opting for the same in Annexure D ("Subscribed Channel (s)").</p> <p>The DPO shall mandatorily offer the Subscribed Channel (s) on its Distribution System to its Subscribers in an uninterrupted form on a monthly subscription basis in the Territory and shall pay the monthly Subscription Fee for the entire month to the Broadcaster.</p> <p>The DPO availing the Subscribed Bouquet shall not break such Bouquet of Pay Channels while offering the same to its Subscribers.</p> <p>In the event the DPO intends to subscribe for any additional Channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the DPO may do so by executing an addendum for the Subscribed Channel(s) and Subscribed Bouquets.</p>
4. TERRITORY	<p>DPO agrees to offer the Subscribed Channel(s) in the Territory as set out in Annexure E.</p> <p>The DPO shall not extend its operations beyond the Territory or connect any Affiliates or LCOs or MSOs or any third party / entity as applicable, beyond the</p>

	<p>Territory without any prior written intimation to the Broadcaster in the manner set out herein below:</p> <p>In the event, the DPO desires to extend its operation by adding a New Territory, the DPO shall at least thirty (30) days prior submit a written request to the Broadcaster. Subject to Broadcaster's execution of addendum amending the Territory of DPO within thirty (30) days from the receipt thereof, the New Territory shall be deemed to be a part of Annexure E hereto and DPO shall be permitted to extend its operations to New Territory, as per applicable Law. On execution, the addendum shall be deemed to be an integral part of this Agreement.</p> <p>In the event the Broadcaster does not execute the addendum amending the Territory of DPO and objects to the extension of operations of the DPO to the proposed New Territory within 30 days of receipt of the request for amendment of Territory from DPO, the DPO shall not re-transmit the signals of the Subscribed Channel(s), directly or indirectly, beyond the Territory. If the DPO re-transmits the signals of the Subscribed Channel(s) in the proposed New Territory despite receiving objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of Broadcaster's rights under the Copyright Act.</p> <p>It is therefore, mutually agreed between the Parties that this is in addition to and without any limitation to the various rights and remedies available to Broadcaster under applicable Law for the material breach of the terms set out herein above.</p>
<p>5. RIGHTS GRANTED</p>	<p>The DPO shall request for the signals of channels of the Broadcaster by filing in the requisite application form along with providing mandatory documents pursuant to the TRAI Regulations. On the basis of the representations, warranties and undertakings given by the DPO and subject to the DPO fully complying with all the terms and conditions as set out in this Agreement, the Broadcaster hereby grants to the DPO the non-exclusive, non-transferable, non sub-licensable, limited license and right to receive the signals of the Channel(s) from the Broadcaster, in SD and HD, on a Linear broadcast basis, to be re-transmitted to active Subscribers in the authorized Territory to be viewed on a television via STB. The DPO undertakes to re-transmit the Channel(s) along with all available language feeds of the respective Channel(s), during the Term hereof in an encrypted form owned and operated by DPO in an uninterrupted form on a 24x7x365 basis.</p> <p>Upon grant of signals from the Broadcaster, the DPO shall mandatorily offer the Subscribed Channel(s) on its distribution platform to the subscribers on a monthly subscription basis in the Territory and shall pay the monthly subscription fee for the entire month and shall ensure compliance with the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 (as amended from time to time).</p> <p>All other rights and means of distribution not specifically and expressly granted to DPO are expressly excluded and reserved by the Broadcaster including but not limited to</p>

	<p>Mobile, Over-the-top, Internet or any other technology now available or which may become available in future.</p> <p>For the avoidance of doubt, this also excludes the distribution of any content of the Channels on a non-linear basis through the Platform including, but not limited to time shifting / multiplexing, Pay Per View, Video on Demand or Near Video on Demand (or any other technology whether currently existing or that may come into existence in the future). Further, the DPO also agrees to re-transmit the channels without any interruption, editing, interference, recording, dubbing, delays, voice over, sub title, delays, picture squeezing or re sizing, insertion of graphic overlays, pull through or crawls, deletions, additions or any other alteration and the DPO shall not sub-license the rights and license granted hereunder to any third party without prior permission / approval of the Broadcaster.</p> <p>Usage of Digital Video Recorder (DVR) or Personal Video recorder (PVR) by the DPO shall not be permitted. Nevertheless, use of DVR and PVR by the Subscriber shall be allowed provided there is no automatic advertisement skipping function nor is there any mechanism whereby DVR and or PVR have a store and forward function.</p> <p>The DPO shall offer all contributory language feeds for a given channel to every Subscriber entitled to access the Channel(s) provided that the DPO has opted for such contributory language feeds of the channel.</p> <p>The DPO shall under no circumstance, sub-license and / or assign and / or transfer the rights granted to it by the Broadcaster.</p> <p>The DPO shall not push content into STB, there shall not be automatic advertisement skipping function and /or the DPO shall not create a virtual Video on Demand or other demand service in respect to the Broadcaster's Channels.</p> <p>Any agreement entered into by the DPO, its sub-Operators with a Subscriber shall not relieve the DPO, its sub-Operators of any of their obligations under this Agreement and the DPO shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.</p>
6. OFFERING OF CHANNELS	<p>The DPO shall offer the channels to the subscribers either on A-la-carte or part of a Bouquet comprising the channels. In case the DPO is subscribing to Bouquet (s) of the Broadcaster's channels, the DPO shall ensure that it does not break such Bouquet while offering the same to the subscribers. If the DPO breaks a Bouquet of the Broadcaster at any time during the Term, then, from such date, the channels comprised in such Bouquet shall be deemed to have been subscribed by the DPO on an A-la-carte basis and the DPO shall be liable to pay the monthly subscription fee on a-la-carte rates for all the channels in such a Bouquet to the Broadcaster.</p> <p>The DPO shall package the channels as per applicable law and the packaging of the</p>

	Channels of the Broadcaster shall not be disadvantaged or discriminated vis-à-vis the other channels of the same genre.
7. AUTHORIZED SUBSCRIBER	<p>Authorized Subscriber means any Subscriber who receives the signals of the Channel(s) from the Broadcaster at a place indicated to the DPO by the Authorized Subscriber (detailed in the Subscriber Application Form) without further re-transmitting it to any other person and who does not cause the signals of the Broadcaster to be seen or heard by or seen by any person for a specific sum of money to be paid by such person and includes only ordinary subscribers.</p> <p>Ordinary Subscriber means a subscriber who is not a Commercial Subscriber.</p> <p>A-la-Carte and Bouquet Rates of Broadcaster's Channels applicable to OrdinarySubscribers are as per Annexure D of this Agreement.</p> <p>The DPO shall not be permitted nor shall be entitled to activate the STB / provide signals of any of the Channel(s) to any Subscriber(s) who have not submitted Subscriber Application Form (SAF) as per the requirement under the Applicable Laws. Non-compliance of this Clause shall be construed as a material breach of this Agreement, which will entitle the Broadcaster to disconnect the Channel(s) by issuing a Disconnection Notice for non-compliance. In the event the DPO is permitted to provide signals to both Ordinary and Commercial Subscribers, then the CAS and SMS system of the DPO must be at all times capable of segregating Ordinary and Commercial Subscribers, whereby two separate and distinct SMS reports shall be submitted by the DPO to Broadcaster.</p> <p>Each Set Top Box in a household or unit in a residential multi-unit dwelling or in an establishment shall be treated as a separate Authorized Subscriber. Where an Authorized Subscriber has more than 1 (one) STB (hereinafter referred to as "Supplementary Connection") authorized by the DPO to receive the Channel(s), then such Supplementary Connection(s) shall be considered as a separate and distinct "Subscriber" in all respects including Subscription Fee. The DPO shall maintain proper and accurate records of such Supplementary Connection(s) and shall furnish the details thereof as and when required by Broadcaster.</p> <p>It is hereby agreed and acknowledged by the Parties that this Agreement does not confer upon the DPO, any right to distribute the Broadcaster's Channels in any manner to any Commercial Subscriber. Each STB deployed by the Commercial Subscriber shall be treated as a separate subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of the Broadcaster's Channels.</p>

<p>8. SUBSCRIPTION FEE AND CALCULATION OF MONTHLY SUBSCRIPTION FEE</p>	<p>In consideration of the Rights Granted under this Agreement, the DPO shall pay the Broadcaster, for each month of the Term, the monthly Subscription Fee calculated in the manner set out below on or before the Due Date.</p> <p>Calculation of the monthly Subscription Fee</p> <p><u>Subscribed A-la-carte Channels:</u></p> <p>If the DPO is offering the Subscribed A-la-carte Channels on A-la-carte basis, the monthly Subscription Fee payable by the DPO for a particular month of the Term shall be the DPO List Price multiplied by the Monthly Average Subscriber Level. For illustration kindly refer to Illustrations in Annexure D of this Agreement.</p> <p><u>Subscribed Bouquet:</u></p> <p>For each of the Subscribed Bouquets, the DPO shall pay Broadcaster the monthly Subscription Fee equivalent to the DPO List Price of the Subscribed Bouquet multiplied by the Monthly Average Subscriber Level.</p> <p>In case the DPO breaks a Subscribed Bouquet at any time during the Term, then from the date of breaking such Subscribed Bouquet, the Channels comprised in such Subscribed Bouquet shall be deemed as Subscribed Channel(s) availed by the DPO on A-la-carte Basis and the DPO shall be liable to pay the Broadcaster monthly Subscription Fee calculated in the manner set out above for the subscribed Ala-carte Channel.</p> <p>For avoidance of doubt, it is clarified that Broadcaster reserves its rights, subject to applicable Law, to revise the MRP mentioned in Annexure D. Upon such revision, the DPO agrees and unconditionally undertakes to pay the Subscription Fee as per applicable Law. Such increase in Subscription Fee will be supported with a valid debit note to be raised by Broadcaster in accordance with the GST Laws.</p>
<p>9. PAYMENT TERMS</p>	<p>The Subscription Fee shall be paid monthly in arrears within fifteen (15) days from the date of invoice / provisional invoice (as the case may be) raised by the Broadcaster ("Payment Due Date") towards Subscription Fee of a particular month on the basis of the Subscriber Report (in the format detailed in Annexure A) of the DPO without any deduction except deduction of applicable withholding tax / TDS as per the provisions of Income Tax Act, 1961 and Rules framed thereunder.</p> <p>Within seven days from the end of each calendar month ("Subscriber Report Due Date"), the DPO shall provide the Subscriber Report in the manner and format set out in Annexure A based on which Broadcaster shall raise an invoice on the DPO.</p> <p>Broadcaster shall raise an invoice for the Subscription Fee for each calendar month within seven (7) days from the date of receipt of Subscriber Report from the DPO ("Invoice"). The</p>

DPO shall have an obligation to pay to the Broadcaster the Subscription Fee in full within the Payment Due Date.

The DPO will provide to the Broadcaster GSTIN, registered place of business etc. which is requested in writing by the Broadcaster to determine the relevant location of the recipient of service and place of supply based thereupon.

Broadcaster will raise the Invoice from the state from which the Broadcaster provides the services. Invoices shall be raised by Broadcaster based on details such as GSTIN, registered place of business and any other said detail that may be required as per the Applicable Law which are requested by Broadcaster and provided by the DPO. Any revision if required to the Invoice may be addressed through debit or credit notes, as may be required as per prevailing Applicable Law.

Any credit note and debit note shall be issued after prior confirmation by both the Parties. Such debit note / credit note shall be accepted by the DPO on the online GSTN portal within the timelines prescribed under GST law purely in accordance with the details reported in physical copies of such debit notes / credit notes *above*.

In a given month, if the DPO fails to furnish the Subscriber Report to the Broadcaster within the Subscriber Report Due Date for any reason whatsoever, the Broadcaster shall have the right to raise a Provisional Invoice and the DPO shall be under an obligation to pay the Subscription Fee on the basis of the Provisional Invoice (*defined below*) in accordance with the terms of this clause. The Broadcaster shall raise a Provisional Invoice (*defined below*) towards the Subscription Fee of such amount as shall be increased by 10% of the total Subscription Fee of the invoice raised on the DPO for the immediately preceding month ("**Provisional Invoice**"). Provided that the DPO shall provide the Subscriber Reports at the earliest and ensure that the reconciliation for the Provisional Invoices and the actual fee payable on the basis of the Subscriber Reports shall be conducted within three months from the date of issue of such Provisional Invoice. However, nothing contained herein, amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per Applicable Law.

Illustration:

If the DPO in the month of August fails to furnish Subscriber Report within Subscriber Report Due Date, the Broadcaster will issue a Provisional Invoice for the month of August in the following manner:

Subscription Fee for the month of July	Rs 1,000
Provisional Subscription Fee for the month of August	$1000 + (10\% \text{ of } 1000) = \text{Rs. } 1,100$

If the DPO fails to furnish the Subscriber Report consecutively for the second month (i.e. August), the Broadcaster will issue a Provisional Invoice for the month of September in the following manner:

Subscription Fee for the month of August	Rs 1,100
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	Provisional Subscription Fee for the month of September	$1100 + (10\% \text{ of } 1100) = \text{Rs. } 1,210/-$
<p>If the DPO furnishes the Subscriber Report for the month of August after two months, the Parties will carry out reconciliation of Provisional Invoice for the month of August in the following manner:</p>		
Subscription Fee for the month of August (based on the Subscriber Report)		Rs 1,000
Provisional Invoice amount for the month of August		Rs 1,100
Differential Subscription Fee		Rs 100
<p>The DPO shall promptly notify the Broadcaster in case the DPO does not receive the applicable invoice of a particular calendar month on or before the 15th (fifteenth) day of the following calendar month. The Invoice or Provisional Invoice (<i>as the case may be</i>) shall be deemed to be delivered to the DPO if no such notification is received from the DPO.</p>		
<p>The DPO shall make payment of the applicable Invoice or Provisional Invoice (<i>as the case may be</i>) amount by the Payment Due Date in accordance with the terms of this Agreement, and any failure to do so on the part of the DPO shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at the rate of 18% per annum, plus applicable taxes ("Late Payment Interest"). However, this does not waive the Broadcaster's rights and remedies available to the Broadcaster under the Agreement and / or Applicable laws. The imposition and collection of interest on the late payment of monthly Subscription fees does not constitute waiver of the DPO's absolute obligation to pay the monthly Subscription fees on or before the Payment Due Date.</p>		
<p>The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Subscription Fee by the Due Date, and the Broadcaster shall retain all of its other rights and remedies under the Agreement, Law and equity.</p>		
<p>All Subscription Fee payments hereunder are exclusive of all applicable taxes including all and any indirect taxes, such as GST, entertainment tax and any other taxes to be levied under Law. All such applicable taxes shall be at DPO's cost and will be charged at the prevailing rates by the Broadcaster to the DPO.</p>		
<p>If payment of the Subscription 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 DPO shall provide tax withholding certificates to the Broadcaster within such period as has been specified in the Income Tax Act / rules / notifications / circulars issued thereunder.</p>		
<p>The DPO shall have no right to withhold or adjust the Subscription Fee for any reason whatsoever and the Broadcaster will be entitled to allocate the payment received from the DPO on first-in-first-out basis, which the DPO shall accept without any objection.</p>		

	<p>It is agreed that in case the Broadcaster provides a certificate issued by the Income-tax Department under Section 195 / 197 (1) of Income-Tax Act 1961, the DPO shall withhold taxes at the rate specified in accordance with the same certificate.</p> <p>In the event the DPO merges or acquires a third-party network of the Platform subject to prior written approval of the Broadcaster or upon occurrence of a Change Event, the DPO shall continue to be bound to pay the Subscription Fee in the manner contemplated in this Agreement.</p> <p>The Broadcaster shall have the right to Audit the Addressable Systems, CAS, SMS and other related systems of the DPO by an Empaneled Auditor to verify the DPO's compliance of its obligations, declarations, representations and warranties under this Agreement including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by DPO to Broadcaster for availing discount hereunder.</p> <p>For ease of reference clause for the purpose taxation may be referred to in Annexure H.</p>
10. EPG	<p>Before the signing of this Agreement, the DPO shall make available to the Broadcaster the Electronic Programme Guide ("EPG") of the DPO's platform.</p> <p>During the entire duration of the Term, the EPG of the DPO shall at all times contain the information of the programs being shown on all Channel(s) in a manner pre-approved by the Broadcaster without any cost or fee to the Broadcaster. The DPO shall provide the format in which the said information regarding all the Channel(s) shall be furnished by Broadcaster.</p> <p>The DPO shall ensure that while determining the relative positioning of the Channel(s) i.e. EPG and the Logical Channel Numbers ("LCNs") for the Channel(s), the positioning of the Channel(s) shall be within the same genre as regard the comparable channels of the same language and same genre and the EPG and LCN shall not be changed during the Term of this Agreement.</p> <p>All changes will be made in good faith without targeting the Channel(s) for discriminatory treatment vis-à-vis similar / comparable channels falling within the same genres.</p>
11. INCENTIVE	<p>Broadcaster represents that it offers various Incentives as per the Interconnection Regulations which are detailed in Annexure F hereto.</p> <p>It is further clarified that the Incentives are optional and the DPO may avail of the same at its discretion by assigning tick mark(s) <input checked="" type="checkbox"/> against such Incentive(s) as detailed in Annexure F of the Agreement.</p>
12. PROMOTIONAL OFFER	Broadcaster reserves its right to launch Promotional Offer as per Applicable Law.
13. INTEGRATED RECEIVER	IRD shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for

<p>DECODERS ("IRD") AND VIEWING CARDS ("VC")</p>	<p>downlinking and accessing the Channels i.e. an authorization device which is owned, operated and supplied by the Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the DPO. The Broadcaster shall provide IRDs to the DPO or has already provided the IRD's to be used by the DPO for decoding the subscribed channel(s), the details of which are mentioned in the hardware form, attached herewith as Annexure G which shall at all times remain the property of the Broadcaster and not of the DPO.</p> <p>The Viewing Cards required for the IRD, shall always be provided by the Broadcaster to the DPO and shall at all times remain the property of the Broadcaster and not of the DPO.</p> <p>The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions, repairs, replacement or maintenance of equipment.</p> <p>In the event the DPO requests so, the Broadcaster may, in terms of its policy, supply or cause to supply the equipment. At its discretion, the Broadcaster may require the DPO to make the following payments against delivery of the equipment:</p> <ul style="list-style-type: none"> i) <u>Processing Fee:</u> Broadcaster may require the DPO to pay one-time non-refundable processing fee towards the equipment for each Channel(s) as per Broadcaster policy. ii) <u>Replacement Fee:</u> In case the DPO requires replacement of a defective IRD / VC, the DPO shall pay a non-refundable service charge along with applicable taxes per IRD / VC for one-time replacement. The service charge amount shall be intimated by the Broadcaster based on the nature of defect in the IRD / VC. iii) <u>Courier / Taxes:</u> The DPO shall pay the courier charges, taxes and other applicable levies and transportation charges for the equipment(s). <p>IRD(s) / VC(s) provided by the Broadcaster to the DPO, shall at all times remain the property of the Broadcaster. Broadcaster may require DPO to pay a refundable interest free security deposit before Broadcaster delivers an IRD(s) / VC(s) to the DPO.</p> <p>The Broadcaster makes no representation or warranty as to the capabilities of the IRD(s) / VC(s) provided by it to the DPO. The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such IRD(s) / VC(s). However, in the event any such IRD / VC requires repair or replacement, the DPO may send a written request to the Broadcaster and the Broadcaster shall endeavor to have such IRD / VC repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All IRD(s) / VC(s) provided by the Broadcaster to the DPO shall be returned to the Broadcaster immediately upon expiry or prior termination of the Agreement, or earlier if requested by the Broadcaster.</p> <p>In the event the DPO fails to pay the Subscription Fees and / or, upon expiry of, or termination of the Agreement, the Broadcaster shall be entitled to take back the</p>
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	<p>possession of the equipment(s) from the DPO and deactivate the Viewing Card(s). In the event, the DPO fails to return the equipment to the Broadcaster, the DPO shall be liable to pay a penal sum of Rs. 1,000/- per day per IRD to the Broadcaster for the period during which the default continues. In case the DPO returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the DPO shall be liable to pay to Broadcaster such penalty as maybe determined by the Broadcaster. The Broadcaster shall be authorized to deduct the cost of penalty and damages from the IRD deposit.</p> <p>In order to recover possession of the IRD(s) / VC(s) from the DPO, the DPO shall ensure that the authorized personnel of the Broadcaster are allowed free and unobstructed access to the premises of the DPO where the IRD(s) / VC(s) are installed and take possession of the same. The DPO shall not interfere with such procedure when such authorized personnel of the Broadcaster visit the premises during normal office hours.</p> <p>It is expressly agreed between the Parties that the DPO's right to receive and re-transmit the Channel(s) shall be conditional upon the performance by the DPO of all the obligations arising under this Agreement and mere possession of the IRDs and Viewing Cards and making all payments relating to it, does not guarantee access to the Channel(s).</p> <p>DPO covenants and undertakes to ensure the following with respect to each IRD and VC provided by Broadcaster to the DPO:</p> <p>(a) The IRD(s) / VC(s) shall be installed at a location approved by the Broadcaster in writing and the same shall not be moved from the installation address, as specified in hardware form, which shall be a secure location. The DPO grants the Broadcaster the right at any time to enter the installation address to verify the presence of and to inspect and test, each IRD and VC at the installation address. In the event an IRD / VC is missing, the Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover the IRD / VC. Further, in the event an IRD / VC is lost, misplaced, stolen, or is in any manner alienated from the DPO's possession, the DPO shall immediately inform the Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The DPO shall also immediately initiate all steps that may be possible for the recovery of the IRD / VC, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the IRD / VC shall be borne solely by the DPO. In case the IRD / VC is not recovered, the security deposit with the Broadcaster shall stand forfeited towards penalty and damages and the DPO agrees that the Broadcaster shall be free to recover the balance costs of the IRD / VC from the DPO.</p> <p>(b) The IRD is not opened, tampered with or reproduced in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of the DPO, the Broadcaster may suspend the channel(s) without liability and such channel(s) will be restored only at the Broadcaster's discretion and subject to the DPO paying a non-refundable re-activation fee of Rs. 5,000/- (Rs. Five</p>
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	<p>Thousand only) or higher plus applicable taxes as per the existing policies of the Broadcaster on each such suspension. DPO acknowledges that the re-activation fee is not a penalty. Upon such IRD seal being broken, the Broadcaster may take back possession of the IRD and DPO's security deposit, as made by the DPO, shall stand forfeited. Further, the Broadcaster shall be free to recover the balance cost of such IRD from the DPO. The DPO agrees to use the IRD / VC only in accordance with the technical specifications established by the manufacturer of the IRD / VC for the installation and use of the IRDs.</p> <p>(c) IRD / VC is not sold, assigned, pledged or otherwise transferred to any party and is not used for any purpose other than receiving the channel(s).</p> <p>(d) In the event the DPO merges or amalgamates with another entity or ceases to operate its Platform, the equipment supplied by the Broadcaster to the DPO shall be returned forthwith to the Broadcaster. In case the equipments are damaged due to negligence of the DPO, the Broadcaster shall be authorized to recover a penalty equal to the actual repair cost from the DPO and in the event the equipment(s) are beyond repair, the DPO shall be liable to pay to the Broadcaster, penalty equivalent to the cost of such equipment(s) as on the date it was supplied to the DPO.</p>
14. CHANGE EVENT	<p>The DPO shall not, without the prior written consent of the Broadcaster, directly or indirectly, including through a subsidiary or Affiliate, enter into or propose to enter into a Change Event, in which event, the Broadcaster reserves its right to deactivate / disconnect the signals of its Channel(s) transmitted to the DPO as per Applicable Laws.</p> <p>The DPO agrees and acknowledges that the DPO shall be entitled to connect or make available the signals of the Broadcaster Channels through the Distribution System to any independent DPO operating within the Territory the Permitted Digital Distribution Platform ("Competing Entity"), only upon execution of a written agreement and clearance of all the outstanding amounts payable by the Competing Entity to the Broadcaster until such time the Competing Entity was availing the signals of Channels under their agreement with the Broadcaster. Any breach by or on the part of the DPO with regard to this Clause 13 shall be construed as material breach of this Agreement causing substantial loss to Broadcaster. It is therefore mutually agreed between the Parties that in addition to and without any limitation on the remedies as may be otherwise available under Applicable Law, the DPO shall be liable to pay the Broadcaster, the entire outstanding amounts payable by the Competing Entity to the Broadcaster, within three (3) days from the effective date of the Change Event involving the DPO and the Competing Entity.</p>
15. SUBSCRIBER MANAGEMENT SYSTEM AND SUBSCRIBER REPORTS	<p>The DPO shall maintain at its own cost a subscriber management system ("SMS") which is completely in sync with and is fully integrated with the Conditional Access System ("CAS") in line with the requirements of the Applicable Laws and is capable of at a minimum:</p> <p>(i) maintaining a computerised customer database appropriately capturing the adequate details of each Subscriber, including name, address, chosen method of payment and billing;</p> <p>(ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber</p>

	<p>contracts are collected, returned and recorded in the SMS database for ongoing administration;</p> <p>(iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, activating and deactivating channel requests, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;</p> <p>(iv) obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion, and;</p> <p>(v) enabling new Subscribers via the SMS over-the-air addressing system and disabling defaulting Subscribers from time to time in its discretion.</p> <p>The DPO warrants that any activation or de-activation of a subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS. The DPO agrees to submit the complete and accurate Subscriber Reports on or before the Subscriber Report Due Date in the format specified in Annexure A of this Agreement. ("Subscriber Report").</p> <p>Subscriber Reports shall specify all information required including but not limited to the number of Subscribers for each Channel, each Package in which a Channel is included, monthly per subscriber distributor retail price of each of the Channel, composition of each Package offered by the DPO and shall be signed and attested by an officer of the DPO of a rank not less than Head of Department / Chief Financial Officer who shall certify that the information in the Subscriber Report is true and correct. If any Broadcaster's Subscriber has opted for more than one connection / STB, then all such additional connections should also be reflected in the Subscriber Report.</p> <p>The Subscriber Reports must be generated only through the integrated CAS and SMS systems in a pre-defined read-only format, such as a PDF file, not capable of further editing post generation from the system and sent via email to the Broadcaster as required under the Notices clause of this Agreement.</p> <p>The DPO shall maintain throughout the Term and for atleast minimum period of twenty four (24) months thereafter (or for such period as required by Law) sufficient records to enable the Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports supplied by the DPO pursuant to this clause, (ii) the payments due to the Broadcaster hereunder, and (iii) the DPO's compliance with its anti-piracy obligations as set out in this Agreement.</p> <p>The obligation of the DPO to provide to the Broadcaster the Subscriber Reports shall survive termination of this Agreement until the Broadcaster receives the Subscriber Reports for each relevant month for which any Subscription Fee is payable.</p> <p>The Parties agree that timely submission of the Subscriber Reports shall be material obligation of the DPO and time is an essence of the contract. The DPO recognizes that delay of every single day in submission of Subscriber Reports shall amount to material breach of this Agreement and would cause material and substantial loss to Broadcaster. The Parties agree that any modifications made to the Subscriber Reports once submitted, shall not be permissible unless otherwise expressly agreed to in writing by Broadcaster.</p>
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16. AUDIT	<p>The Broadcaster's representatives (including through an independent auditor) shall have the right, once in a calendar year, to review and Audit the SMS, CAS, other related systems and records of the DPO relating to the Channel(s) for the purpose of verifying the amounts payable to the Broadcaster under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of this Agreement. The broad scope of the said Audit is detailed in Annexure I of this Agreement read with the Applicable Law as amended from time to time.</p> <p>Provided that, if the Addressable System of the DPO does not meet requirements or that the Broadcaster apprehends that it does not meet the requirements specified under the Schedule III of the Interconnection Regulations, the Broadcaster shall have the right, once in a calendar year, to Audit the SMS, CAS and other related system of the DPO by an auditor empaneled by TRAI.</p> <p>Provided that the DPO shall be under a legal obligation to revert within seven (7) days after a request is received to Audit from the Broadcaster so that the Audit exercise can be undertaken a date before the end of the fifteen (15) day period. In the event the DPO fails to respond or provide a convenient date for Audit falling within a month of the request date, then in such an event, the Broadcaster shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month's Subscription Fee paid by the DPO for the previous month. For the avoidance of doubts, it is clarified that the additional charge of 10% as referred to above shall continue to be levied on a monthly basis until the Audit is commenced and completed with full cooperation of the DPO and to the satisfaction of the Broadcaster.</p> <p>In the event an Audit reveals that the DPO has under-reported the number of Subscribers or the Subscription Fee or has misrepresented any item or has failed to keep accurate and complete records or has manipulated / tampered with the Subscriber Report:</p> <ol style="list-style-type: none"> i. The DPO shall make immediate payment of all amounts due as determined pursuant to the Audit, plus Late Payment Interest thereon along with applicable taxes. In the event the Audit reveals that the Subscription Fees due for any period exceeds the Subscription Fee reported by the DPO by 2% or more, the DPO shall in addition also pay the Broadcaster, the costs incurred in relation to the Audit and take necessary steps to avoid such errors in future; and ii. The Broadcaster shall have the option in its sole discretion (in addition to the Broadcaster's other rights and remedies under law or equity) to suspend delivery of the Channel(s) and / or to terminate this Agreement as per Applicable Law, in the event the DPO fails to make payment of all amounts due along with Late Payment Interest and applicable taxes thereon and / or fails to take steps to avoid

	<p>recurrence of errors in reporting.</p> <p>The DPO hereby agrees and acknowledges to offer necessary assistance to auditors and Broadcaster's representatives so that Audit can be completed in a time bound manner.</p> <p>In the event during the Audit exercise it is found that the DPO has not informed the Broadcaster in writing about any change / replacement of its existing SMS / CAS system declared at the time of execution of the Agreement or in case where the DPO has introduced or is making use of one or more SMS / CAS systems for which it has not declared true and correct Subscriber count with the choice of channels subscribed by the Subscribers, then in such an event, the Broadcaster shall at its discretion, charge for such additional subscribers attributable to such supplementary / additional SMS / CAS systems with a penalty @ 100% of the MRP plus applicable taxes for such channels from the Commencement Date of the Agreement.</p> <p>The DPO is obligated to maintain accurate, complete and up-to-date records of every Subscriber's details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub-licenses, correct conditional access log, SMS data, duly executed agreements with subscribers forms filled by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all subscribers ("Subscriber Records"). The DPO shall ensure that its SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and or de-activation, going back to at least two (2) consecutive preceding years at any point of time.</p>
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	<p>The DPO shall at the request of the Broadcaster, send a report in respect of systems, measures and compliances with the Audit clause of this Agreement. Such report shall be authenticated by the agencies or vendors providing CAS software and SMS / billing software. It is agreed between the Parties that neither the Broadcaster's acceptance of such information or payment, nor the Broadcaster's inspection or Audit of the DPO's records or accounts shall prevent the Broadcaster from later disputing the accuracy or completeness of the same. The DPO shall provide full cooperation to the auditors in order to carry out the Audit including but not limited to granting necessary permissions required to access DPO's facilities and systems including but not limited to SMS, CAS, IT systems, for successful Audit and also provide documents as may be required by the auditors for successful Audit. DPO shall have no objection to auditors carrying / using their own equipment(s), IT and other systems including but not limited to laptop, software and hardware for conducting such Audit and shall be provided with free ingress and egress from the premises wherein such Audit is conducted.</p> <p>The SMS, CAS, billing, IT systems and all other Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and Audit by the auditor(s) (i) at any time during normal business hours during the Term of the Agreement and for three months after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the DPO; and (ii) Immediately with prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement.</p> <p>Notwithstanding anything to the contrary contained herein, if during review and/or Audit of the SMS, CAS, other related systems and records of SMS and CAS of the DPO, it is revealed that the DPO has misrepresented any information contained in the Qualifying Report or any item having a bearing on the computation of the opted Discounts and/or the monthly Subscription Fee payable by the DPO, the Broadcaster shall be entitled to revoke all the Discounts availed by the DPO and seek appropriate refund of the same along with interest. This is without prejudice to the right of the Broadcaster to raise a demand note.</p> <p>The DPO also acknowledges and confirms that in the event the DPO confirms a date for Audit of its system to the Broadcaster consequently the TRAI empaneled auditor appointed by the Broadcaster along with Broadcaster's representative reaches the DPO's headend on the scheduled Audit date and where the Audit is cancelled or postponed or abandoned, due to any reason attributable to the DPO, in such a case entire cost of the said Audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall stand to the account of the DPO as due and payable to the Broadcaster. The DPO agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the DPO in this regard.</p>
17. ADVERTISING AND PROMOTION	<p>The Broadcaster grants to the DPO the non-exclusive, revocable and non-assignable right during the Term to use the Channel Marks solely in connection with DPO's advertising and promotion of the Channel(s) as available on its Platform and in a manner that has been pre-approved by the Broadcaster. The DPO shall use its best efforts to promote an</p>

	<p>awareness of the channels among its Subscribers and potential subscribers.</p> <p>The DPO agrees to give:</p> <ol style="list-style-type: none"> 1. an equivalent amount of marketing support for the Channel(s) as it provides to other channels of the same genre; 2. similar treatment to Channel(s) in all advertising material whereby Channel logos and / or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and equal opportunity to the Channel(s) for participation in events and promotions that DPO undertakes subject to commercial agreement for each event. 3. The DPO shall explicitly and in a non-discriminatory manner communicate to the Subscribers of the Platform in all its publicity and promotional material, the manner in which the Channel(s) are being offered to them. <p>The Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. DPO shall cooperate with the Broadcaster in such research by making available information reasonably requested by the Broadcaster.</p>
18. INTELLECTUAL PROPERTY	<p>The Broadcaster shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in Broadcaster's Channels.</p> <p>The DPO acknowledges that all Intellectual Property including Channel Marks and associated marks and names (and the names of programs which appear in the Channels and the content thereof) are and shall remain the exclusive property of the Broadcaster.</p> <p>The DPO agrees and undertakes to distribute the Channel(s) in their entirety in the same manner as the Channel(s) are delivered by the Broadcaster without any cutting, editing, dubbing scrolling or ticker tape, interruptions, picture squeezing or resizing, insertion of graphic or animated overlays, pull thoughts or crawls, deletion or variation, substituting or any other modification, alternation, addition, deletion, variation or other interference or interruption in any manner.</p> <p>The DPO shall keep fully confidential and shall not publish or disseminate any material or information, which violates any conditions imposed by the Broadcaster and disclosed to the DPO for the purpose of this Agreement. The DPO acknowledges and agrees that the DPO shall have right to use the Channel Marks to promote the Channel(s) through programme guide, programme listing, internet website and for the purpose of displaying the EPG, if any.</p> <p>The DPO has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the DPO with respect to the programmes included in the Channels. The DPO shall keep fully confidential and shall not publish or disseminate any material or information, which violates any conditions imposed by the Broadcaster</p>

	<p>and disclosed to DPO by Broadcaster for the purpose of this Agreement.</p> <p>All rights to the Channel(s) and its contents are specifically reserved to the Broadcaster, and DPO shall not have any claim over the same.</p> <p>Notwithstanding anything contained in this Agreement, the DPO agrees that the Broadcaster, its parent, successors, assigns or any entity that owns or controls the Broadcaster directly or indirectly during the Term hereof or for any extension, may re-name or re-brand the Channels in its sole discretion.</p> <p>However, the DPO can use the Channel Marks to promote the Channels through programme guide, programme listing and for the purpose of displaying the electronic program guide. The DPO shall use its best efforts to promote awareness of the Channels among its subscribers and potential subscribers.</p>
19. DELIVERY & SECURITY	<p>The DPO shall install decoding equipment and all other equipment necessary to receive and distribute the Channel(s), at its own cost and expense.</p> <p>All Channel(s) must be delivered by the DPO to the Authorized Subscribers in a securely encrypted manner and without any alteration, editing, delays, interruptions, picture squeezing, pull through or crawls, except as authorized by the Broadcaster in advance in writing.</p> <p>It is expressly clarified that that the DPO shall offer all / any Channel(s) at all times as a linear television service only on 24 hours per day, 7 days per week, 365 days a year basis. Further the Channel(s) shall be offered on as-is basis and shall not be offered on basis of any specific event, sporting event, programming, or specific screening or for specific hours.</p> <p>The transmission specifications and infrastructure allocated by the DPO in respect of the broadcast signal of the Broadcaster's Channels by DPO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its Platform. The DPO's transmitting facilities shall be fully capable of individually addressing subscribers on a channel-by channel and decoder-by-decoder basis.</p>

	<p>The Broadcaster shall provide the requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated processing fees, interest free security deposit per IRD and AMC Charges along with applicable taxes as per the conditions laid down in the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Services and Consumer Protection (Addressable Systems) Regulations, 2017 dated 03rd March 2017 (as amended from time to time) and the details particularly set out in Annexure G.</p> <p>Where the DPO shares its platform infrastructure with any other DPO or where the DPO avails the infrastructure facility from any other DPO (if permitted under Applicable Law), the same shall be in accordance with and complete compliance with: (i) the Guidelines for providing HITS broadcasting service in India formulated by MIB; (ii) Guidelines/Regulations for sharing of infrastructure by DPOs as formulated by TRAI, MIB and as amended from time to time.</p>
20. OBLIGATIONS OF THE DPO	<p>The DPO shall, at its own cost and expense, receive the Channel (s) from designated satellites and re-transmit the Channel(s) through its Permitted Digital Distribution Platform to the Broadcaster's Subscribers in the Territory.</p> <p>Irrespective of the DPO's collection of its invoiced monthly amounts from the Broadcaster's Subscribers in a timely manner, the DPO shall pay the Subscription Fee within the Payment Due Date prescribed in this Agreement.</p> <p>Subject to technical and operational feasibility, the DPO, as the case may be, shall provide the Channel(s), on non-discriminatory basis, to every active Subscriber making a request for the Channel(s), on receipt of such request by the DPO.</p> <p>The DPO shall, in a non-discriminatory manner, ensure re-transmission of such high-quality encrypted signals of the Channel(s) through DPO's Permitted Digital Distribution Platform to the Broadcaster's Subscribers as are equal to the signal quality of other channels re-transmitted through the DPO's Platform to all active Subscribers. In any event, the signal re-transmission quality of the DPO's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.</p> <p>The DPO shall take all necessary action to prevent unauthorized access of the Channel(s) through its Platform and shall regularly provide to the Broadcaster with updated piracy reports.</p> <p>The DPO shall ensure that none of the Channel(s) shall be disadvantaged or otherwise treated less favorably in any manner by the DPO with respect to Channels of other broadcasters.</p> <p>The DPO shall obtain from the Broadcaster the EPG/FPCs for the Channel(s) and the DPO shall ensure that such EPG/FPCs are displayed on the EPG of the DPO's Platform at all times during the Term.</p>

	<p>The DPO agrees to abide by the applicable GST laws, rules and procedures and indemnifies the Broadcaster from any claims and / or liabilities that may arise on account of DPO's violation of the applicable GST laws. The DPO shall be responsible to reverse input tax credit claimed / availed on such invoices for which a credit note is issued by the Broadcaster due to any change in the Subscription Fee.</p> <p>Prior to the DPO discontinuing re-transmission of any Channel(s) because of monthly subscription percentage for such Channel being less than the discontinuation threshold calculated as per Schedule VIII of the Interconnection Regulations, in each of the immediately preceding six consecutive months, the DPO shall provide fifteen (15) days' prior written intimation to the Broadcaster along with all supporting data and information including the Subscribers Report.</p> <p>The DPO undertakes that it shall be solely responsible for its dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of the DPO or any of its representatives, agents, employees, or consultants.</p> <p>The DPO shall make the payment of monthly Subscription Fee irrespective of the DPO's collection of the invoices monthly Subscription Fee from its sub-DPO/affiliate/LCOs/subscribers in a timely manner, the DPO shall pay the monthly Subscription Fee on or before the Due Date prescribed in this Agreement.</p>
<p>21. ANTI-PIRACY</p>	<p>In order to prevent theft, piracy, unauthorized re-transmissions, re-distribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the DPO 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 writing, from time to time, by the Broadcaster.</p> <p>To ensure the DPO's ongoing compliance with the security requirements set out in this Agreement, the Broadcaster may require technical audits ("Technical Audits") conducted by an independent security technology auditor approved by the Broadcaster in writing not less than once per year during the Term. If the results of any Technical Audit are not found to be satisfactory, the Broadcaster may, in its sole discretion, suspend the DPO's right to distribute the Channel(s) or take other actions as provided under this Agreement, until such systems, procedures and security measures have been corrected to the Broadcaster's satisfaction. The DPO 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 DPO to the Broadcaster's satisfaction. For every Technical Audit, DPO shall make available all the data, records, systems information and details for inspection as required by the empaneled auditor or the authorized representative of the Broadcaster in this regard.</p>

	<p>The DPO shall deploy Fingerprinting mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365 basis.</p> <p>The DPO shall not authorize, cause or suffer any portion of any of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the DPO at the time the Channel(s) are made available. If DPO becomes aware that any unauthorized third party is recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, the DPO shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channel(s) for any other purpose, notify the Broadcaster and the DPO shall also switch off the concerned Set Top Box to prevent such unauthorized use.</p> <p>If so instructed in writing by the Broadcaster, the DPO 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 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 the Broadcaster representatives through other means of communications such as telephonic message, fax etc. and the said "Information" shall later be confirmed by the Broadcaster through e-mail and the DPO shall be under obligation to act upon such Information.</p> <p>DPO shall comply with the anti-piracy requirements ("Anti-Piracy Requirements") detailed in Annexure B of this Agreement and such other anti-piracy requirements as are notified by the Broadcaster to the DPO in writing from time to time.</p>
22. BROADCASTER'S SUSPENSION RIGHTS	<p>Subject to any Applicable Laws, the Broadcaster shall have the right to suspend delivery of the Channel(s) to the DPO forthwith / after giving notice in terms of the applicable Law, in the event of:</p> <ol style="list-style-type: none"> i. a material breach related to Subscription Fee if the same is not paid by the DPO by the due date; ii. a material breach related to anti-piracy; or iii. any other material breach of this Agreement not related to anti-piracy / non-payment of Subscription Fee. iv. Any material breach of the Agreement which in Broadcaster's sole opinion is not capable of remedy. v. Revocation, termination or suspension of the DPO's License or any other material license necessary for DPO to operate its Platform. vi. If there is change in the ownership, management or control of the DPO which is not pre-approved by the Broadcaster.

<p>23. ALTERATION OF CHANNELS</p>	<p>The DPO agrees to carry each of the Channel(s) in their entirety, in the order and at the time transmitted by the Broadcaster, without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, dubbing, scrolling or ticker tape, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions blacking out, substituting or any other modification, except as authorized by Broadcaster hereunder and for any EPG / programme related information, interactive service or platform related functionality.</p> <p>The DPO also agrees and undertakes that it shall not superimpose or otherwise insert any advertisements, promotions, programmes, data and content whatsoever either of its own or that of any other channel before / during / after or along with the content of the Channel(s) except as authorized by the Broadcaster.</p> <p>The DPO shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channel(s) for any purpose whatsoever. The DPO undertakes not to copy and / or store any content available on any of the Channel(s) on any storage device in any medium.</p> <p>The DPO may, subject to the Applicable Law, insert scrolls or text line messages that shall appear on the bottom of the screen in order to communicate with its Subscribers only in case: -</p> <ul style="list-style-type: none"> (a) where it is so required by any regulatory or Governmental authority; or (b) any change in its channel offerings or impending disconnection or any disruption in the supply of the Channel(s). <p>Provided that the aforesaid scrolls or text line messages shall also appear on the closest competition channels in the respective genres on a non-discriminatory basis. It is further agreed that the DPO shall not insert any independent advertising on the Channel(s) and shall not superimpose or otherwise modify or alter in any manner any trademarks, channel marks, names, logos, or copyright appearing on the Channel(s). However, subject to the foregoing, the DPO is allowed to add / insert its own trademark, logo, name or other insertion of similar nature in the form of translucent watermark, while transmitting / re-transmitting the signals, provided that any of such insertions do not appear at more than one place in any frame and provided further that such insertions are also made on the closest competitive channels in the respective genres on a non-discriminatory basis as regards their placement, size etc. The DPO shall further ensure that the trademark, logo, name, watermark so inserted by it shall not be more prominent than the respective Channel(s)'s name, logo, marks, etc. and shall not obscure or overlay the Channel(s)' logo, name, marks or any programme appearing on the Channel(s).</p> <p>The Broadcaster reserves the right to alter the Channel(s), including the name and logo of the Channel(s) and the programming exhibited on the Channel(s).</p>
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<p>24. TERMINATION</p>	<p>Either Party may terminate this Agreement by giving a prior Disconnection notice, subject to Applicable Law, to the other in the event of:</p> <ul style="list-style-type: none"> a) Material breach of this Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so; or b) in the event of insolvency of the other Party, or if the other Party enters into an arrangement or composition with its creditor(s), or if a receiver of the other Party's assets is appointed; or if a resolution is passed by the board and shareholders of the other Party to wind-up its business and file for voluntary winding up before the court / tribunal; or c) The license or any other material license necessary for the DPO to operate its Platform service being revoked or surrendered or cancelled for any reason whatsoever at any time. <p>The Broadcaster shall have the right to terminate this Agreement on written notice of 21 days to the DPO if: (i) the DPO breaches any of the terms of this Agreement; or (ii) the Broadcaster discontinues the Channel(s) with respect to all distributors in the Territory. The DPO shall have the right to terminate this Agreement on written notice to the Broadcaster if the DPO discontinues its business and provides at least ninety (90) days' prior written notice.</p> <p>Broadcaster to have a right to terminate the Agreement with immediate effect without any notice, in the event the DPO or any of its Related Companies falls in the list of sanctioned countries, organizations or individuals by OFAC (Office of Foreign Asset Control) or any other department of US Government and / or EU Commission.</p> <p>The procedure for disconnection of signals of the Channels shall be subject to provisions contained in the Interconnection Regulations dated 03rd March 2017 notified by TRAI, as amended from time to time.</p> <p>In the event the IRD Box / CAM or viewing card is / are transferred to any other location in breach of this Agreement, the Agreement shall automatically terminate without prejudice to any other rights, entitlements and remedies of the Broadcaster under this Agreement or Law.</p> <p>The Broadcaster shall have the right to disconnect the Channel(s) provided to the DPO at any time by giving a prior notice of twenty-one (21) calendar days, specifying the reasons for such disconnection.</p> <p>The right of the Broadcaster to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to the Broadcaster under this Agreement or Law.</p> <p><u>Effect of Termination</u></p>
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	<p>Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except-</p> <ul style="list-style-type: none"> i. DPO's obligations to pay the Subscription Fees accrued under the Agreement upon or prior to expiration or termination of the Agreement; ii. The indemnity obligations of the Parties; iii. The confidentiality obligations of the Parties; and iv. Such other rights as may accrue to the Parties under Applicable Laws. <p>In addition, the DPO shall forthwith-</p> <ul style="list-style-type: none"> i. Cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as the Broadcaster may require; ii. Cease to provide or distribute / transmit the Broadcaster's Channels to the Subscribers; iii. Return to the Broadcaster the IRDs and VCs; iv. The DPO shall prepare and deliver to the Broadcaster a final Subscriber Report relating to amounts due to the Broadcaster forthwith; v. All promotional materials of the Broadcaster and / or confidential Information which are in the possession of the DPO or under its control shall be returned to the Broadcaster or be otherwise disposed off in accordance with the Broadcaster's directions. <p>The expiry or termination of the Agreement shall be without prejudice to any rights, which have already accrued to either Party under the Agreement prior to the date of expiry or termination.</p> <p>The Parties shall immediately cease to make any representations that they are associated with each other in the Territory.</p> <p>The termination of the Agreement shall not absolve the DPO of its obligations and stipulations under the Agreement.</p> <p>Termination of this Agreement shall not affect any continuing obligations of each of the Parties, including any rights and obligations relating to indemnification and Audit.</p>
<p>25. REPRESENTATIONS & WARRANTIES</p>	<p><u>Each Party represents and warrants to the other Party that:</u></p> <ul style="list-style-type: none"> (a) each of them is a duly incorporated and is a validly existing company under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement. (b) upon execution, the Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable

	<p>Law;</p> <p>(c) it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement.</p> <p><u>The DPO undertakes, represents and warrants to the Broadcaster that:</u></p> <p>(a) the DPO has conducted its business at all times in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the DPO to operate the Platform within the Territory and has submitted all documents as detailed in Annexure C of this Agreement. The registration or license to operate the Distribution System within the Territory and all other necessary supporting documents, including licenses or registrations of all sub-DPOs are valid and shall continue to remain valid during the Term of this Agreement. The DPO confirms that it shall abide by the Cable TV Act, and Interconnection Regulations and shall duly inform the Broadcaster in the event of any changes or termination in its registrations. Any failure on the part of the DPO to inform Broadcaster in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement;</p> <p>(b) the DPO has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed;</p> <p>(c) the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The DPO shall not generate or retransmit any unencrypted signals or feeds from its Head End;</p> <p>(d) 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 and shall not remove / shift any equipment used to avail the Channel(s) from the address referred to in the Agreement, without the prior written consent of the Broadcaster;</p> <p>(e) it shall not shift, remove, modify, misuse or tamper with the equipment used to avail the Channel(s) including the paper seal to prevent opening of the equipment or any signals emanating therefrom, in a manner that prevents the identification</p>
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	<p>of the equipment number or interferes with the signals emanating therefrom;</p> <p>(f) it shall not distribute the Channel(s) other than by itself or through any LCO detailed in Annexure D of this Agreement hereto or otherwise deal with the Channel(s) except as expressly authorized under this Agreement. It is hereby clarified that the DPO shall offer the Channel(s) to its Subscribers on a-la-carte basis, and may also offer such Channel(s) within and as part of Subscriber Package;</p> <p>(g) it shall not distribute the Channel(s): (i) outside the Territory; and (ii) to any other Person other than to the Subscriber as specifically defined under this Agreement;</p> <p>(h) it has the appropriate net worth, good and paying Subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently so as to enable the DPO to discharge all its obligations under this Agreement. The DPO further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;</p> <p>(i) all information provided by the DPO to the Broadcaster in connection with this Agreement has been provided in good faith. All information which has been provided by the DPO to the Broadcaster in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading;</p> <p>(j) the DPO has not received any petition for, and no order has been made or a resolution been passed for the winding up of the DPO or for the appointment of any provisional liquidator or administrator over any or all the assets of the DPO or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the DPO and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the DPO;</p> <p>(k) there are no legal proceedings pending against the DPO, which would materially affect the ability of the DPO to perform its obligations under this Agreement;</p> <p>(l) DPO or any of its Affiliate or shareholder or related companies do not fall under the list of sanctioned countries, organizations or individuals by OFAC (Office of Foreign Asset Control) or any other department of US Government and / or EU Commission;</p> <p>(m) DPO will be solely liable for compliance of all applicable Laws, rules, regulations, etc. including but not limited to Interconnection Regulations, Tariff Order, Anti-Piracy</p>
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		<p>obligations, Cable Television Networks (Regulation) Act, 1995, data privacy laws and use of sensitive personal information that may be collected by the DPO;</p> <p>(n) the provisions of this Clause shall also apply to all LCOs / sub-DPOs of the DPO who are distributing the Channel(s) through the Distribution System in the Territory. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle the Broadcaster to terminate this Agreement. The rights of the Broadcaster under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.</p>
26. ACKNOWLEDGEMENT BY THE DPO		<p><u>DPO understands and acknowledges that</u></p> <p>a. Broadcaster is offering the Channels on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services / signals will be error free or uninterrupted for the purpose envisaged in this Agreement;</p> <p>b. Broadcaster reserves the right to remove any Channel from the list of available Channels at any time if it ceases to distribute such Channel. In the event Broadcaster discontinues distribution of any Channel chosen by the DPO during the Term, such Channel shall stand withdrawn from Broadcaster's offering without any further obligation or liability on part of Broadcaster;</p> <p>c. Broadcaster reserves the right to alter the Channels, including the name and logo of the Channels and the programming exhibited on the Channels;</p> <p>d. the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, and / or (iii) the encryption technology used for the Channels. In the event the DPO is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the DPO shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the DPO or its Subscribers for any failure on their part to access the Channels as a result of any such change; and</p> <p>e. The DPO shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the DPO distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the DPO and / or terminate the Agreement.</p>
27. INDEMNITY & LIMITATION OF LIABILITY	& OF	<p>DPO shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the DPO of any provision herein. The Broadcaster shall not be liable to the DPO, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the</p>

	<p>Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise. Notwithstanding anything contained herein to the contrary, the aggregate liability of the Broadcaster and its Affiliates to the DPO for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations or otherwise, shall not exceed the sum equal to the monthly Subscription Fee for the last month actually paid by the DPO to the Broadcaster under this Agreement.</p> <p>The DPO undertakes that it shall be solely responsible for dealings with the Subscribers or Commercial Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO.</p>
28. ASSIGNMENT	Notwithstanding anything to the contrary contained in this Agreement, the DPO shall not in any manner have the right without the prior written consent of the Broadcaster except by operation of law (subject to all of the Broadcaster's rights surviving), to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. The Broadcaster may assign or transfer its rights or obligations under the Agreement to any party acquiring all or a substantial portion of its business or to any corporation or entity controlling, controlled by, or under common control with the Broadcaster at its sole discretion without an obligation to inform the DPO.
29. NO AGENCY	Nothing contained in this Agreement shall create any partnership or joint venture or the relationship of employer and employee or an agent and principal between the parties. Neither party shall have any right or power to obligate, bind, or commit the other to any expense, liability, or matter other than as specifically and expressly agreed in the Agreement.
30. GOVERNING LAW & JURISDICTION	<p>The Parties agree that this Agreement is governed and construed under the substantive Laws of India.</p> <p>The Parties agree that the TDSAT shall have the exclusive jurisdiction in respect to any dispute between the Parties arising out of or in connection with this Agreement. Nothing contained in this Agreement shall be construed as restricting or limiting the right of Broadcaster to take action for violation of its rights under all Applicable Laws.</p>
31. ENTIRE AGREEMENT	This Agreement, together with the annexures, tables and schedules thereto, contain the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the Parties acknowledge have been merged into such documents, annexures, exhibits and schedules.
32. SURVIVAL	The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement, the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement, shall continue to have effect after the end of the Term.
33. CUMULATIVE REMEDIES	All rights and remedies of either Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

34. SPECIFIC PERFORMANCE	The DPO agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster. The Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court may deem necessary or appropriate to restrain the DPO from committing any violation of this Agreement or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies Broadcaster may have at law or in equity, including without limitation, a claim for damages.
35. GUARANTEE	The DPO shall procure that its permitted and authorized sub-DPOs who are operating in the Territory comply with the terms of this Agreement and perform their obligations hereunder. The DPO guarantees the performance of the obligations of its permitted and authorized sub-DPOs under the terms of this Agreement. Any breach or default of this Clause by the permitted and authorized Affiliate and sub-operator shall constitute a material breach by the DPO of the terms of this Agreement.
36. SEVERABILITY	If any provision of this Agreement is held by any court of competent jurisdiction or government authority to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.
37. REGULATORY INTERVENTION	In the event that there is any change in any applicable Law, statutes, enactments, acts of legislation or parliament, ordinances, rules, bye-laws or regulations of any government or statutory authority in India including but not limited to the MIB, TRAI, BIS, etc. or any final un-appealable order of any competent court or tribunal which would have a material effect on the rights and obligations of either of the Parties, as set forth in this Agreement, then the Parties shall discuss and mutually agree to amend the relevant provision of the Agreement so as to give effect to the then prevailing legal and regulatory position, by an amendment to this Agreement duly reduced in writing.
38. COMPLIANCE WITH ANTI-CORRUPTION LAWS	The DPO shall comply with all applicable laws, rules or regulations (whether international, federal, state or local), including without limitation the requirements of the U.S. Office of Foreign Assets Control, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Prevention of Corruption (Amendment) Act, 2018 and any analogous sanctions and / or anti-corruption laws, rules or regulations. Further, DPO agrees to comply with Client's Code of Ethics and is aware and agrees to make its employees and any other individuals who perform services under this Agreement aware, of the existence and availability of Client's ethics hotline to report any ethics concerns that they may observe in their dealings with the Client. Client's Code of Ethics is available on the Client's corporate website and the Client's ethics hotline, which is available at discovery.ethicspoint.com .
39. CONFIDENTIALITY	Save for the existence and terms of this Agreement, the Parties shall not in any manner disclose to any third party any matters relating to the course of dealings between the Parties including all Subscriber related information or any information pertaining to the business of the DPO / Broadcaster, except on a need-to-know basis to auditors (as a part of normal reporting procedure), attorneys, Affiliated companies, parent and holding company employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, and as may be required by any applicable government agency, regulatory body or court.
40. FORCE MAJEURE	<p>i. If on account of a Force Majeure Event, either Party cannot perform its obligations</p>

	<p>for more than forty-five (45) days, then either Party shall be entitled to terminate this Agreement forthwith or by providing a notice of as many days as may be prescribed under the Agreement.</p> <p>ii. The Party suffering the Force Majeure Event must promptly notify to the other Party in writing (i.e. within 48 hours) the nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.</p> <p>iii. Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 39, neither Party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Subscription Fee shall accrue and be payable by the DPO for the period during which the Force Majeure Event continues and / or until the Agreement is terminated by Broadcaster hereunder.</p>
41. AMENDMENTS	No amendment / variations / modifications to this Agreement shall be valid unless agreed to in writing and signed by the authorized signatories of each Party.
42. WAIVER	No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

43. NOTICES	All notices must be sent in writing, during working hours, by personal delivery or courier or registered post or email to such address of Broadcaster and DPO as specified in the first and second page of this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2 nd business day when sent by courier; and (c) fifth business day when sent by registered post.
44. ANNEXURES	<p>The following Annexures (which are annexed separately) shall form part of this Agreement:</p> <ol style="list-style-type: none"> 1. Annexure A – Report Formats 2. Annexure B – Anti-piracy obligations and Content Protection Systems 3. Annexure C – Documents/Information to be submitted by DPO 4. Annexure D – List of channels and bouquets 5. Annexure E – Term and Territory 6. Annexure F – Incentive 7. Annexure G – Equipment Details 8. Annexure H – Tax Clauses 9. Annexure I – Scope of Audit

IN WITNESS WHERE OF, this Agreement is entered into as of the date first set forth below.

FOR & ON BEHALF OF DISCOVERY COMMUNICATIONS INDIA	FOR & ON BEHALF OF THE DPO
Name:	Name:
Title:	Title:

ANNEXURE A
REPORT FORMATS

A: Monthly Subscription Reports of channels or bouquets to be provided by the DPO to Broadcaster.

Reported Month: _____ Year: _____

Date of generation of Report: _____

Date of submission of Report by the DPO: _____

Total average SD universe for a given month: _____

Total average HD universe for a given month: _____

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

Table 1- Monthly subscription for a-la-carte channels

S. No.	Name of the channel	Number of unique Active Subscribers of the Subscribed Channel on 7th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 14th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 21st day of the month	Number of unique Active Subscribers of the Subscribed Channel on 28th day of the month	Monthly average subscribers of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3)+(4)+(5)+(6)]/4
1.						
2.						

Table 2- Monthly subscription for bouquets of pay channels

S. No.	Name of the Subscribed bouquet	Name of Subscribed Channels forming part of Subscribed Bouquet	Number of unique Active Subscribers of the Subscribed Bouquet on 7th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 14th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 21st day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 28th day of the month	Monthly average subscribers of the Subscribed Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1.							
2.							

Table 3 - Monthly subscription for DPO Bouquets

S. No.	Name of the DPO Bouquet	Broadcaster Bouquet(s) that are part of the DPO Bouquet	Broadcaster A la carte channel(s) that are part of the DPO Bouquet	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 7 th day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 14 th day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 21 st day of the month	Number of unique Active Subscribers of the Subscribed DPO Bouquet on 28 th day of the month	Monthly average subscribers of the Subscribed DPO Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]/4
1.								
2.								

Note: Separate reports shall be provided by the DPO for different States / Union Territories.

ANNEXURE B

ANTI-PIRACY OBLIGATIONS AND CONTENT PROTECTION SYSTEMS

The DPO shall adhere to the following Content Protection/Security obligations in addition to the provisions of the Interconnection Regulations including but not limited to Schedule III and Schedule IX of the Interconnection Regulations.

A. Content Protection Systems

1. Input/ Output Requirements for STBs.

- (i) Video Input Controls. Any digital input capable of receiving non-service video signals for transmission to a television monitor must respect the instructions embedded in the Subscribed Channel(s) and Subscribed Channel(s) content. DPO and Broadcaster further agree to hold periodic joint meetings to discuss digital piracy and potential technology solutions.
- (ii) Digital Outputs. DPO shall not transmit or cause or permit the Distribution of the Subscribed Channel(s) and Subscribed Channel(s) content via any digital output.
- (iii) Output Control. DPO shall ensure that each STB has the capability to enable or disable individual outputs on a program-by-program basis and shall do so upon request of BROADCASTER.

2. DRM Specifications

DPO shall provide a digital rights management software application license to Broadcaster ("DRM"). Any changes to such DRM shall be intimated to Broadcaster within seven (7) days of such change.

3. General Requirements

- (A) Technical Facilities; Copy Protection. DPO shall employ such full Security Systems and encryption and encoding procedures as are appropriate in accordance with the instructions of Broadcaster to prevent unauthorised persons from receiving, duplicating or retransmitting, all or any part of any Channels. Without limiting the foregoing, DPO shall employ Security Systems and procedures to protect the Channels from damage, theft and loss, including the following:
 - (i) DPO will maintain a vulnerability management team that conducts risk assessments and reviews applicable security patches and upgrades of the Distribution System.
 - (ii) DPO shall not make, authorise or permit any other person to make, any duplicate copies of the Channels without Broadcaster's prior written consent.
- (B) Copy Control Information. DPO shall not strip out or obscure data fields or other data packets containing the embedded technology or other encoding or watermarks (including forensic watermark) as may be embedded in the Channels and Channels content as delivered to DPO.

ANNEXURE C

DOCUMENTS/INFORMATION TO BE SUBMITTED BY DPO

- a) Copy of Audit Report, if an audit was caused by DPO in 12 months prior to execution of this Agreement
- b) Schedule III compliance Declaration
- c) BIS certificates for all makes & models of STB deployed by DPO after DAS implementation.
- d) Certificate from all the CAS vendors.
- e) Certificate from SMS vendors.
- f) Certificate from STB vendors.
- g) License copy
- h) Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of DPO (Applicable for Company)
- i) Partnership Deed and Authorization letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
- j) Signature proof of authorized signatory (Applicable for sole proprietorship)
- k) Pan Card copy/Form 60
- l) GST Registration Certificates
- m) TAN No.
- n) List of associated Joint Ventures
- o) Additional Disclosures

ANNEXURE D
LIST OF CHANNEL(S) AND BOUQUETS

A. Channels on A-la-Carte basis and MRP

Sr. No.	Channel Name (Standard Definition)	Maximum Retail Price (MRP) of Channel (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	Genre	DPO to select the Channel (Yes/No)
1.	Discovery Channel	4.00	3.20	Infotainment	
2.	Animal Planet	2.00	1.60	Infotainment	
3.	TLC	2.00	1.60	Infotainment	
4.	Discovery Kids	3.50	2.80	Kids	
5.	Cartoon Network	4.75	3.80	Kids	
6.	Pogo	4.75	3.80	Kids	
7.	Eurosport	4.00	3.20	Sports	
8.	Investigation Discovery	1.00	0.80	General Entertainment	
9.	Discovery Science	1.00	0.80	Infotainment	
10.	Discovery Turbo	1.00	0.80	Infotainment	
11.	D Tamil	3.50	2.80	General Entertainment	
12.	CNN International	2.00	1.60	International News & Current Affairs (English)	

Sr. No.	Channel Name (High Definition)	Maximum Retail Price (MRP) of Channel (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	Genre	DPO to select the Channel (Yes/No)
1.	Discovery HD	8.00	6.40	Infotainment	
2.	Animal Planet HD	5.00	4.00	Infotainment	
3.	TLC HD	3.00	2.40	Infotainment	
4.	Cartoon Network HD+	6.00	4.80	Kids	
5.	Investigation Discovery HD	2.00	1.60	General Entertainment	
6.	Eurosport HD	6.00	4.80	Sports	

Note:

1. The MRP mentioned for the channels (s) offered on a-la-carte basis are per Subscriber per month.
2. The Broadcaster reserves its rights, subject to applicable regulations, to revise the maximum retail price of the Broadcaster's Channels payable per Subscriber per month mentioned herein above. Upon such revision the DPO agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the Commencement Date of such version.
3. "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box ("STB"), which is availing the Broadcaster's Channels.
4. MRP of the Broadcaster's Channels offered on a a-la-carte basis mentioned herein above are excluding taxes and levies imposed by local and /or the Central Government including but not limited to GST, etc. (as applicable).

****DPO Rate / DPO List Price has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations.***

B. Channels on Bouquets basis

The bouquets offered by Broadcaster are listed hereunder:

The DPO is desirous of availing the Channels on **Bouquet Basis** (indicate - (✓/✗))

Assign (✓) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	1. WBD Life SD	Discovery Channel	14.00	11.20
		Animal Planet		
		TLC		
		Cartoon Network		
		Pogo		
		Discovery Kids		
		Eurosport		

Assign (✓) against Bouquet to mark selection or assign (X) against Bouquet to mark non- selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	2. WBD Family SD	Discovery Channel	16.00	12.80
		Animal Planet		
		TLC		
		Cartoon Network		
		Pogo		
		Discovery Kids		
		Eurosport		
		Investigation Discovery		
		Discovery Science		
		Discovery Turbo		

Assign (✓) against Bouquet to mark selection or assign (X) against Bouquet to mark non-selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	3. WBD Life India SD	Discovery Channel	16.00	12.80
		Animal Planet		
		TLC		
		Cartoon Network		
		Pogo		
		Discovery Kids		
		Eurosport		
		DTamil		

Assign (✓) against Bouquet to mark selection or assign (X) against Bouquet to mark non- selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	4. WBD Family India SD	Discovery Channel	18.00	14.40
		Animal Planet		
		TLC		
		Cartoon Network		
		Pogo		
		Discovery Kids		
		Eurosport		
		Investigation Discovery		
		Discovery Science		
		DTamil		
		Discovery Turbo		

Assign (✓) against Bouquet to mark selection ⁷ or assign (X) against Bouquet to mark non- selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	5. WBD Life HD	Discovery HD	24.00	19.20
		Animal Planet HD		
		TLC HD		
		Cartoon Network HD+		
		Eurosport HD		
		Pogo		
		Discovery Kids		
		Cartoon Network		

Assign (✓) against Bouquet to mark selection or assign (X) against Bouquet to mark non- selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet RTA per subscriber per month (in Rs.)
	6. WBD Family HD	Discovery HD	26.00	20.80
		Animal Planet HD		
		TLC HD		
		Cartoon Network HD+		
		Eurosport HD		
		Discovery Science		
		Discovery Turbo		
		Pogo		
		Cartoon Network		
		Discovery Kids		
		Investigation Discovery HD		

Assign (✓) against Bouquet to mark selection or assign (X) against Bouquet to mark non- selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
	7. WBD Life India HD	Discovery HD	26.00	20.80
		Animal Planet HD		
		TLC HD		
		Cartoon Network HD+		
		Eurosport HD		
		Pogo		
		Discovery Kids		
		DTamil		
		Cartoon Network		

Assign (✓) against Bouquet to mark selection or assign (X) against Bouquet to mark non- selection	Bouquet Name*	Constituent Channels	Bouquet MRP per subscriber per month (in Rs.)	Bouquet DPO Rate per subscriber per month (in Rs.)
?	8. WBD Family India HD	Discovery HD	28.00	22.40
		Animal Planet HD		
		TLC HD		
		Cartoon Network HD+		
		Eurosport HD		
		Discovery Science		
		Discovery Turbo		
		Pogo		
		Cartoon Network		
		Discovery Kids		
		DTamil		
		Investigation Discovery HD		

Illustrations pertaining to calculation of the Monthly Subscription Fee of Subscribed A-la-carte Channels.

Illustration A:

If the DPO has opted for Discovery Channel and offers the same on A-la-carte basis to its Subscribers and the Monthly Average Subscriber Level for a particular month reported by the DPO is 10,000 subscribers for March, then the Monthly Subscription Fee payable by the DPO for that particular month for Discovery Channel will be calculated as below:

<i>MRP of Discovery Channel</i>	<i>INR 4.00</i>
<i>Less: Distribution Margin (20% of MRP)=</i>	<i>INR 0.80</i>
<i>DPO List Price =</i>	<i>INR 3.20</i>
<i>Monthly Average Subscriber Level for Discovery Channel reported by DPO =</i>	<i>10,000 subscribers</i>
<i>Monthly Subscription Fee for Discovery Channel for that month =</i>	<i>INR 32,000 (3.20 x 10,000)</i>

If the DPO is offering the Subscribed A-la-carte Channels to its Subscribers, in any Bouquet or Bouquets, then the monthly Subscription Fee for such Subscribed Channel(s), shall be equal to the DPO List Price of such Subscribed A-la-carte Channels multiplied by the Monthly Average Subscriber Level of each Bouquet or Bouquets in which such Subscribed Channel(s) have been placed.

Illustration B:

If the DPO has opted for Discovery Channel on A-la-carte basis and has placed Discovery Channel in package "X" of the DPO. The Monthly Average Subscriber Level for a particular month reported for package X by the DPO is 20,000 subscribers, then the monthly Subscription Fee payable by the DPO for that particular month for Discovery Channel will be calculated as

<i>MRP of Discovery Channel</i>	<i>INR 4.00</i>
<i>Less: Distribution Margin (20% of MRP) =</i>	<i>INR 0.80</i>
<i>DPO List Price =</i>	<i>INR 3.20</i>
<i>Monthly Average Subscriber Level for Package X reported by DPO=</i>	<i>20,000 subscribers</i>
<i>Monthly Subscription Fee for Discovery Channel for that month =</i>	<i>INR 64,000 (3.20 x 20,000)</i>

For Subscribed A-la-carte Channels & availed Incentive, refer to illustrations under Annexure F to understand the calculation of the Eligible Incentive Value.

**ANNEXURE E
TERM AND TERRITORY**

TERM

Term: Start Date: _____ End Date: _____

TERRITORY

Details of agreed areas for Distribution of Subscribed Channel(s) by the DPO

Specific Areas	Corresponding states/ union territories	Servicing Head-end Address

ANNEXURE F INCENTIVE

To enhance access to diverse content comprised in the Channels, Broadcaster is offering Incentive as per applicable Law to the DPO as set out herein below. Broadcaster believes that by availing this Incentive, the DPOs will have the ability to pass on the benefit of this Incentive to the Subscribers and thus making access to Channels more affordable.

The DPO to indicate its intent to avail the Incentive, by mentioning (Yes/No): _____

LCN INCENTIVE SCHEME ON MRP OF SUBSCRIBED CHANNEL(S)

1. The Broadcaster is hereby offering the following incentives on the MRP of Channel(s) subject to fulfilment of all conditions set out herein below and parameters based on the LCN slabs within specified genre (as listed in **Table A** below), in which any of the Channel(s) are placed by the DPO, within the specific genre and language as contained in the EPG system and in the manner set out in this Annexure ("**LCN Incentive**").
2. The DPO is desirous of availing the LCN Incentive Scheme on MRP of subscribed Bouquet of Channels (indicate - (✓/✗) against each Slab below).
3. **Parameters for LCN Incentive:**

All of the following parameters shall be fulfilled by the DPO to be eligible to avail the LCN Incentive under the Incentive Scheme as set out under this Annexure.

**TABLE A
LCN INCENTIVE – SLABS OF LCN OF CHANNEL(S)**

Pay Channel Name	Slab 1 <input type="checkbox"/>	Slab 2 <input type="checkbox"/>	Neighborhood*
Discovery Channel	Top 2 in Infotainment	Top 4 in Infotainment	The History Channel, NGC, Sony BBC Earth and channels of similar genre/sub-genre and language
Animal Planet	Top 5 in Infotainment	Top 7 in Infotainment	The History Channel, NGC, NGC Wild, Sony BBC Earth and channels of similar genre/sub-genre and language
TLC	Top 8 in Infotainment	Top 10 in Infotainment	Fox Life, Zee Zest, Travel XP and channels of similar genre/sub-genre and language
Discovery Kids	Top 5 in Kids	Top 6 in Kids	Nick, Disney Channel, Hungama, Disney Junior, Sony YaY, Sonic , and channels of similar genre/ sub-genre and language

Pay Channel Name	Slab 1 □	Slab 2 □	Neighborhood*
CNN International	Top 2 in International News & Current affairs (English)	Top 4 in International News & Current affairs (English)	BBC World News, Russia Today, Al Jazeera, Channel News Asia, France 24, TV5 Monde Asie, DW, Australia Plus, NHK World TV and channels of similar language and genre/ subgenre
Pogo	Top 3 in Kids	Top 5 in Kids	Nick, Disney Channel, Hungama, Disney Junior, Sony YaY, Sonic and channels of similar genre/ sub-genre and language
Cartoon Network	Top 5 in Kids	Top 6 in Kids	Nick, Disney Channel, Hungama, Sony YaY, Sonic, and channels of similar genre/ sub-genre and language
Cartoon Network HD+	Top 3 in HD Kids (Hindi)	Top 5 in HD Kids (Hindi)	Nick HD+, Baby TV HD and channels of similar language and genre/ sub-genre
Eurosport	Top 8 in Sports	Top 12 in Sports	Star Sports 1, Star Sports Select 1, Ten 1, Ten 3 and channels of similar genre / sub-genre and language
Investigation Discovery	Top 15 in Hindi GEC	Top 20 in Hindi GEC	Star Plus, Zee TV, Colors, Sony, Zee Anmol, Sony Pal, STAR Bharat, SAB TV and channels of similar genre/ sub-genre and language
Discovery Science	Top 8 in Infotainment	Top 10 in Infotainment	History TV18, NGC, NGC Wild, Sony BBC Earth and channels of similar genre/sub-genre and language
Discovery Turbo	Top 10 in Infotainment	Top 12 in Infotainment	Fox Life, FYI TV18, Living Foodz, Travel XP and channels of similar genre/sub-genre and language
D Tamil	Top 8 in GEC (Tamil)	Top 12 in GEC (Tamil)	Sun TV, STAR Vijay, Zee Tamil, Adithya TV, Polimer and channels of similar genre/sub-genre and language
Discovery HD	Top 2 in Infotainment	Top 4 in Infotainment	History TV18 HD, NGC HD, Sony BBC Earth HD and channels of similar genre/ sub-genre and language
Animal Planet HD	Top 5 in Infotainment	Top 7 in Infotainment	History TV18 HD, NGC HD, Sony BBC Earth HD, NGC Wild HD and channels of similar genre/ sub-genre and language
TLC HD	Top 8 in Infotainment	Top 10 in Infotainment	Fox Life HD, Travel Xp HD, Zee Zest HD and channels of similar genre/sub-genre and language
Eurosport HD	Top 8 in Sports	Top 12 in Sports	Star Sports HD 1, Star Sports Select HD1, Ten 1 HD, Ten 3 HD and channels of similar genre / sub-genre and language

Investigation Discovery HD	Top 15 in Hindi GEC	Top 20 in Hindi GEC	Star Plus, Zee TV, Colors, Sony, Zee Anmol, Sony Pal, STAR Bharat, SAB TV and channels of similar genre/ sub- genre and language

****The DPO shall, at all times, place each Channel(s) within the respective Neighborhood of competing channels as listed in this Table A, and in no manner discriminate the Channel(s) against other channels of the same genre as listed.***

TABLE B
LCN INCENTIVE

Particulars	Percentage Incentive	
	Slab 1	Slab 2
LCN Incentive on MRP of subscribed Channel(s) and Bouquet(s)*	8%	6%

****This will also be applicable in the event that a DPO opts for a combination of one or more Bouquet(s) of Channels(s) along with any one or more of a-la-carte Channel(s).***

Terms & Conditions:

- a.) In the event that the DPO, during any day of the month, for any reason whatsoever, fails to place any Channel(s) in Slab 1, but places it in Slab 2, then the DPO shall be entitled to only receive the LCN Incentive applicable to Slab 2 (and not Slab 1).
- b.) In the event that the DPO, for any reason whatsoever, fails to place any of the Channel(s) as per any of the defined Slabs in Table A above, during any day of the month and the DPO fails to restore the LCN position of the Channel(s) in the defined Slabs within a period of three (3) days from the date of such displacement, then the DPO shall not be entitled to receive any LCN Incentive for the applicable month for that channel or Bouquet of that channel which was displaced.

LCN Report:

- c.) Notwithstanding anything to the contrary contained in this Agreement, the DPO shall at all times maintain and furnish to the Broadcaster the LCN Report in the format set out herein ("**LCN Report**") along with each LCN Incentive invoice and Subscriber Report within the Subscriber Report Due Date in order to be entitled to receive payments under the Incentive Scheme.

- d.) If the DPO fails to furnish the LCN Report in the prescribed format in any given month to the Broadcaster within the Subscriber Report Due Date, for any reason whatsoever, the DPO shall not in any manner be entitled or eligible for the LCN Incentive as set out herein.
 - e.) The DPO hereby acknowledges that in the event of any discrepancy found by the Broadcaster in the LCN Report, the Broadcaster reserves its right at its sole discretion to appoint a third-party agency / firm / consultant ("**Independent Firm**") to assess the veracity of the LCN Report. The Broadcaster will intimate the DPO in the event that it exercises its option to appoint the Independent Firm.
 - f.) In the event that the Independent Firm finds that the LCN position set out in the LCN Report with respect to Channel(s) is inaccurate or not achieved / fulfilled by the DPO as per the Incentive Scheme opted by the DPO, the Broadcaster will provide a period of three (3) calendar days from the date of intimation of findings of LCN Report ("**Cure Period**") to the DPO to cure the defect and fulfill the conditions with respect to LCN position of Channel(s) as per the LCN Incentive Scheme opted by the DPO. In the event that the DPO fails to restore the Channel(s) to the agreed LCN position within the Cure Period, the DPO shall not be entitled in any manner to any payments of LCN Incentive.
 - g.) The findings of the Independent Firm with respect to the LCN Report shall be binding on the DPO.
- 4. Subscriber Records, Access and Audit:** The Broadcaster shall during the Audit referred to above in this Agreement, be entitled to access the records, SMS, CAS and related systems of the DPO in order to determine the correctness of the LCN Report referred to in this **Annexure**.
- 5.** The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentive Scheme at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Scheme in the event, during the Term (i) the Broadcaster launches a New Channel, or (ii) in case of removal of a Channel, or (iii) in case of a converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by the Broadcaster and / or its current or future subsidiaries, and in such an event the Broadcaster shall have the right to withdraw and / or modify this Annexure and / or the Incentives set out herein in its sole discretion.

TABLE C
FORMAT OF LCN REPORT

Name of the Channel	Genre	1st Day of the month		7th day of the month		14th day of the month		21th day of the month		Last Calendar day of the month	
		LCN	Rank	LCN	Rank	LCN	Rank	LCN	Rank	LCN	Rank

Payment of LCN Incentive:

The DPO shall be entitled to LCN incentive on the MRP of the Channel as well as on its effective price in the Subscribed Bouquet(s) under **Table A of this Annexure**.

Illustration 1:

- The DPO opts for WBD Life SD of the Broadcaster, which has 5,000 Average Broadcaster's subscriber base and A-la Carte Subs for Discovery, Animal Planet and TLC is 3000 each and Rest of the Channels is 2000
- The DPO has provided LCN of all Channels as applicable in Slab 1 except for Discovery Kids as applicable in Slab 2 and Eurosport is not qualified for the incentive as per Table A above.
- The LCN incentive on the Subscribed Channel(s) in that case will be calculated as below:

Subscribed Channel(s)& Bouquets	MRP (in Rs)	Channel Eligibility on LCN Incentive as per Table A	Overall Eligibility for LCN Incentive for the Bouquet	Slab Applicable	Total LCN Incentive per month
Discovery Channel	4	Slab 1	YES	Slab 1 (8%)	$= (4 * 8\% * 3000) + (5000 * 4 * (1 - 0.44) * 8\%)$ = Rs. 1865
Animal Planet	2	Slab 1	YES	Slab 1 (8%)	$= (2 * 8\% * 3000) + (5000 * 2 * (1 - 0.44) * 8\%)$ = Rs 928
TLC	2	Slab 1	YES	Slab 1 (8%)	$= (2 * 8\% * 3000) + (5000 * 2 * (1 - 0.44) * 8\%)$ = Rs 928
Discovery Kids	3.5	Slab 2	YES	Slab 2 (6%)	$= (3.5 * 6\% * 2000) + (5000 * 3.5 * (1 - 0.44) * 6\%)$ = Rs1008
Cartoon Network	4.75	Slab 1	YES	Slab 1 (8%)	$= (4.75 * 8\% * 2000) + (5000 * 4.75 * (1 - 0.44) * 8\%)$ = Rs 1824
Pogo	4.75	Slab 1	YES	Slab 1 (8%)	$= (4.75 * 8\% * 2000) + (5000 * 4.75 * (1 - 0.44) * 8\%)$ = Rs 1824
Eurosport	4.0	Not Qualified	Not Qualified	Not Qualified	NIL

Note: 44% is the discount in WBD Life SD

PENETRATION INCENTIVE SCHEME ON MRP OF A-LA-CARTE CHANNEL(S)

1. The Broadcaster is hereby offering the incentives on the MRP of a-la-carte Channel(s) as set out herein under subject to fulfilment of all conditions set out hereinbelow and upon achievement of penetration percentage with respect to Channel(s) in the Target Market as specified herein. ("**Penetration Incentive**").
2. The DPO is desirous of availing the Penetration Incentive Scheme on MRP of subscribed Bouquet of Channels (indicate - (✓/✗)): ☐

TABLE D
ELIGIBILITY CRITERIA FOR PENETRATION INCENTIVE

Channel Name	Penetration in active universe	Target Market
Discovery Channel	Equal or above 70% in SD Universe	All India
Animal Planet	Equal or above 70% in SD Universe	All India
TLC	Equal or above 70% in SD Universe	All India
Discovery Kids	Equal or above 70% in SD Universe	All India
Pogo	Equal or above 70% in SD Universe	All India
Cartoon Network	Equal or above 70% in SD Universe	All India
CNN International	Equal or above 20% in SD Universe	All India
Eurosport	Equal or above 50% in SD Universe	All India
Discovery Science	Equal or above 50% in SD Universe	All India
Discovery Turbo	Equal or above 50% in SD Universe	All India
Investigation Discovery	Equal or above 50% in SD Universe	All India
D Tamil	Equal or above 70% in SD Universe	Tamil Nadu and Pondicherry
Discovery HD	Equal or above 50% in HD Universe	All India
Animal Planet HD	Equal or above 50% in HD Universe	All India
TLC HD	Equal or above 50% in HD Universe	All India
Cartoon Network HD+	Equal or above 50% in HD Universe	All India
Investigation Discovery HD	Equal or above 50% in HD Universe	All India
Eurosport HD	Equal or above 50% in HD Universe	All India

TABLE - E
PENETRATION INCENTIVE

Particulars	Percentage Incentive
Penetration Incentive on MRP of Channel(s) and Bouquet(s)*	7%

****This will also be applicable in the event that an DPO opts for a combination of one or more Bouquet(s) of***

Channels(s) along with any one or more of a-la-carte Channel(s).

TERMS & CONDITIONS

1. The computation of the Penetration Incentive shall be at all times based on the Subscribers Report. The DPO shall not in any manner be eligible to payment of Penetration Incentive in a given month in the event that it fails to furnish the Subscriber Report to the Broadcaster within the Subscriber Report Due Date.
2. It is hereby clarified that the Penetration Incentive is being offered in respect of MRP of a-la-carte channels as well as channel's effective price in the bouquet. While ascertaining the monthly average active subscriber base for a particular Channel/Bouquet for computation of Penetration Incentive, the total number of monthly active subscribers for such Channel/Bouquet will be considered.
3. The Broadcaster reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentive Scheme at its sole discretion. In addition, the Broadcaster at its sole discretion may amend the Incentive Scheme in the event, during the Term, (i) the Broadcaster launches a New Channel, or (ii) in case of removal of a Channel, or (iii) in case of a converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by the Broadcaster and /or its current or future subsidiaries, and in such an event the Broadcaster shall have the right to withdraw and/ or modify this Annexure and/or the Incentives set out herein in its sole discretion.

Illustration 1:

The DPO's subscriber base in the target market (as set out in Table D above) is 10,000.

Of these 10,000 subscribers:

- 6500 opted for WBD Life SD;
- 700 opted for Discovery Channel on a-la-carte basis;
- 500 opted for Animal Planet on a-la-carte basis;
- 600 for TLC on a-la-carte basis;
- 900 for Discovery Kids on a-la-carte basis.

In such an event, the eligibility of the DPO's to avail Penetration Incentive on each of the Channels subscribed on a-la-carte basis will be calculated as below:

A	B	C	D	E	F
Channel Name	DPO's active subscriber base in WBD Life SD	DPO's active subscriber base in A-la-carte	Total Active Subscriber Base for the Channel (B+C)	Penetration in Target Market	Eligibility for Penetration Incentive
Discovery Channel	6500	700	7200	72%	YES
Animal Planet	6500	500	7000	70%	YES
TLC	6500	600	7100	71%	YES
Discovery Kids	6500	900	7400	74%	YES
Cartoon Network	6500	NIL	6500	65%	NO
Pogo	6500	NIL	6500	65%	NO

Eurosport	6500	NIL	6500	65%	YES
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Penetration Incentive in this case will be calculated as:

Channel Name	A-la-carte MRP (in Rs.)	Penetration Incentive %	Penetration Incentive Value (in Rs)
Discovery Channel	4	7%	$= (4 * 7\% * 700) + ((4 * (1 - 0.44)) * 6500 * 7\%)$ =Rs 1215.2
Animal Planet	2	7%	$= (2 * 7\% * 500) + ((2 * (1 - 0.44)) * 6500 * 7\%)$ =Rs 579.6
TLC	2	7%	$= (2 * 7\% * 600) + ((2 * (1 - 0.44)) * 6500 * 7\%)$ =Rs 593.6
Discovery Kids	3.5	7%	$= (3.5 * 7\% * 900) + ((3.5 * (1 - 0.44)) * 6500 * 7\%)$ =Rs 1112.3
Cartoon Network	4.75	7%	NIL
Pogo	4.75	7%	NIL
Eurosport	4.0	7%	$= ((4.0 * (1 - 0.44)) * 6500 * 7\%)$ =Rs 1019.2

Note: 44% is the discount in WBD Life SD

By mentioning yes, the DPO represents and agrees that:

1. The DPO has gone through the Incentive offered by Broadcaster in its entirety and in true spirit and is desirous of availing the Incentives under this Agreement.
2. The DPO shall be eligible for the opted Incentive by complying with the respective Incentive qualifying parameters and by providing Qualifying Reports in the formats set out.
3. On such compliance, the DPO shall share the Qualifying for calculation of the applicable Incentive. Basis the calculations provided by Broadcaster to DPO and subject to eligibility, Broadcaster shall intimate (emails permitted) the DPO of the entitled incentive value (Eligible Incentive Value) upon receipt of Qualifying Report. On receipt of the same, DPO shall raise duly signed invoices (preferably digitally signed) in accordance with GST Laws towards the Eligible Incentive Value on Broadcaster within 3 days from date of receipt of said intimation from Broadcaster. The DPO's invoice towards such Eligible Incentive Value shall refer to the GSTIN of Broadcaster included in the Broadcaster's invoice towards Subscription Fee.
4. The amount payable as per the invoice raised by DPO in accordance with GST Laws towards Eligible Incentive Value (subject to applicable withholding tax/TDS and other deduction as per applicable Laws) shall be adjusted against the outstanding Subscription Fees payable by the DPO to Broadcaster, or where there is no outstanding Subscription Fees, such Eligible Incentive Value shall reflect as a credit balance, provided all the conditions listed under this Annexure F with respect to availing Incentive are met. The Parties agree that such adjustment will be construed as payment of respective fees, as applicable

5. The Eligible Incentive Value payable by Broadcaster in respect of Incentive shall be exclusive of GST, cess, charges, levies, duties, or similar taxes, as applicable, unless the DPO has opted for the composition scheme in which case the Eligible Incentive Value will be inclusive of GST.
6. In due compliance of its obligations, DPO shall remit the GST so charged (if any) from Broadcaster, subject to a valid invoice / debit note, to the appropriate Government Authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables Broadcaster to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on Broadcaster) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to Broadcaster under its appropriate GST registration under applicable laws for non-payment of taxes charged to Broadcaster or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/incorrect submission of information on the GSTN platform), then the DPO shall rectify the said non-compliances/errors to ensure that Broadcaster gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the DPO as above, then Broadcaster shall have the right to set off such shortfall against the subsequent payments of the Eligible Incentive Value to the DPO or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the DPO. If the DPO is blacklisted or its compliance rating falls below the prescribed limit, tax charged by the DPO in the invoice would be paid by Broadcaster only after the credit is reflected on GSTN platform.
7. Eligible Incentive Value to be paid by Broadcaster shall be subject to deductions as prescribed under any applicable law including but not limited to GST and Income Tax Act, 1961.
8. If BROADCASTER has already paid the Eligible Incentive Value and there is a decrease in the same, then DPO will issue to Broadcaster a credit note for the differential amount. The credit note should be issued in accordance with applicable Laws.
9. If there is an increase in Eligible Incentive Value due to provision of additional [services/goods], then the DPO will issue to Broadcaster a debit note for the differential amount. The debit note should be issued in accordance with applicable Laws.
10. All invoices, credit notes and debit notes issued by the DPO must set out the various taxes that are charged including but not limited to the GST and must be issued in accordance with the applicable Laws and should be sent to Broadcaster within [7(seven)] days of issuance. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note, then BROADCASTER will not be required to pay any such taxes and such taxes will be borne by the DPO.
11. The DPO shall nominate a person who will be single point of contact for Broadcaster for all communication regarding any discrepancy on GSTN reporting by DPO.
12. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under the SLA, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.
13. As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.
14. The DPO shall not be entitled for any Incentive(s) in the event-
 - i. The DPO fails to comply with any of the terms and conditions of the Agreement and/or

- ii. The DPO fails to meet any of the Incentive qualifying parameters and/or fails to submit the Qualifying Reports in the prescribed format in on or before the Qualifying Report Deadline and/or
- iii. There is a discrepancy between the Subscriber Reports and Qualifying Report submitted by DPO.

With reference to availing Incentive by the DPO, Broadcaster shall have the right to Audit the Addressable Systems, CAS, SMS and other related systems of the DPO by an auditor duly authorized by BROADCASTER or Empaneled Auditor to verify the DPO's compliance of its obligations, declarations, representations and warranties under the **Annexure F** including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by the DPO to Broadcaster for availing such Incentive hereunder. If during the Audit it is revealed that the DPO has misrepresented any information contained in the Qualifying Report or any item having a bearing on the computation of the opted Incentive and/ or the monthly Subscription Fee payable by the DPO, without prejudice to Broadcaster's rights under this Agreement and applicable Laws, Broadcaster shall be entitled to revoke the Incentive availed by the DPO and/or if Broadcaster has already paid the Eligible Incentive Value, then the DPO shall be liable to issue a credit note in accordance with applicable GST Laws to Broadcaster of the Eligible Incentive Value already paid by Broadcaster.

Active Platform Subscriber Base shall mean the subscribers who have subscribed to broadcasting services from the DPO.

Active Platform SD Subscriber Base shall mean the Active Platform Subscriber Base who have subscribed for only SD Channels from the DPO.

Active Platform HD Subscriber Base shall mean the Active Platform Subscriber Base who have subscribed for one or more HD channels from the DPO.

Qualifying Report shall mean the reports to be provided by the DPO in the format set out in Qualifying Reports Section, on or before the Qualifying Report Deadline.

Qualifying Report Deadline shall mean seventh (7th) day from the end of each calendar month, on or before which, the DPO has to provide the Qualifying Report to Broadcaster.

Note: For the purpose of calculation of Active Platform Subscriber Base, Active Platform SD Subscriber Base Active Platform HD Subscriber Base and Penetration percentage (%) for a particular month the average subscriber numbers of 7th, 14th, 21st, & 28th of that particular month will be considered.

TABLE F
QUALIFYING REPORTS

Distribution Incentive Report:

Table 1: DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

No.	State	Subscriber Base	Subs Count as on 7 th	Subs Count as on 14 th	Subs Count as on 21 st	Subs Count as on 28 th	Monthly Average Active Subscribers
	(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4

1	State 1	Active Platform SD Subscriber Base					
2	State 1	Active Platform HD Subscriber Base					

Table 2: DPO should submit separate reports for every head-end and for each State and Union Territory as per the following format

In case any of the Subscribed Bouquets or Subscribed A-la-Carte channels are made available in multiple DPO packages, separate line item will be required for each DPO package.

For all Subscribed Bouquets the DPO shall provide the channel level reports in the same format as detailed below:

State	Bouquet Code	Bouquet Name	Subs Count as on 7th	Subs Count as on 14 th	Subs Count as on 21st	Subs Count as on 28th	Month & Year

For all Subscribed A-la-carte Channels the DPO shall provide the channel level reports in the same format as detailed below:

State	ALC Code	A-I-a-carte Channel Name	Subs Count as on 7th	Subs Count as on 14 th	Subs Count as on 21st	Subs Count as on 28 th	Month & Year

EQUIPMENT DETAILS

- I. Registration No. (under the Cable Television Networks (Regulation) Act, 1995, DTH Guidelines, HITS Guidelines, IPTV Guidelines, as amended, as applicable)– _____
- II. Address in the Registration Certificate - _____
- III. Details of Head-end, Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by DPO _____
- IV. Installation Address(es) of CAS and SMS server _____

Details of CAS & SMS deployed by the DPO								
	CAS				SMS			
Sl. No.	Make & version	Network ID	CAS ID	CAS Server installation address	Make	Version	Network ID	SMS Server installation address
1								
2								
3								
4								
5								

- V. Viewing Card and & IRD Details (DPO to declare the entire list and attach extra sheet if required):

[illegible]

- VI. **List of LCO (applicable if DPO is an MSO):** (DPO to declare the entire list and attach extra sheet if required)

ANNEXURE H
TAX CLAUSES

Sr. No	Clause	Clause description
1	Definition	'The term 'GST Act' shall include Central Goods and Service Tax Act, 2017 (CGST), respective State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST), Rules and any other GST related legislation in India.
2	Definition	'For the purpose of this agreement, the term 'GST' shall include all taxes levied under Central Goods and Service Tax Act, 2017 (CGST), State Goods and Service Tax Act, 2017 (SGST), Integrated Goods and Service Tax Act, 2017 (IGST), Union Territory Goods and Service Tax Act, 2017 (UTGST) and any other taxes levied under the GST related legislation in India, as may be applicable.
3	Vendor registration	For the purpose of this agreement, the DPO should: 1. Furnish a valid PAN No.; 2. Furnish a valid Goods and Services Tax Registration Certificate No. 3. Intimate all GST registration number to Broadcaster, where DPO holds multiple GST numbers
4	Composition scheme	Where the DPO is registered as a composition dealer under GST Act, it shall declare the same at the time of acceptance of purchase order. DPO shall not levy or impose taxes under GST on invoices and specifically mention there that he is covered under Composition scheme. Incentive payable to the DPO as agreed upon shall be deemed inclusive of all taxes.
5	Compliance	It is the responsibility of the DPO to ensure that correct information is declared on the invoice and outward supply return (GSTR-1) is filed correctly to GST portal within the timelines as prescribed under GST Act. In case of mismatch because of DPO's fault, prompt amendments must be made by the DPO else DPO shall be required to indemnify Broadcaster of the loss of credit due to mismatch. The compliances to be adhered by DPO includes (but is not limited to) the following: (i) Uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time; (ii) Issuing GST compliant invoice / CN/ DN. PO issued by Broadcaster should be referred by DPO for capturing information on the invoice; (iii) Acceptance of changes made by Broadcaster on GSTN on account of non-upload or incorrect upload of details on GSTN by DPO on merit basis. Such changes w.r.t. the mismatch are required to be accepted by DPO within the

Sr. No	Clause	Clause description
		<p>time limit prescribed under the GST law. It must be noted that in case DPO does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the DPO along with interest, as applicable.</p> <p>Broadcaster reserves the right to be indemnified for the credit loss by DPO in case Broadcaster is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the DPO. Further in case any credit is not received or short received, then such equivalent amount is not liable to be paid by Broadcaster. Where, however the amount has already been paid by Broadcaster, Broadcaster shall be entitled to recover the same from DPO or adjust the same against subsequent payments.</p>
6	Indemnity clause	It is hereby agreed between both the parties that in case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability / professional costs related to litigation becomes payable by Broadcaster or input tax credit is denied to Broadcaster due to failure of the DPO to comply with the relevant GST laws/ regulations as applicable, DPO undertakes to indemnify Broadcaster for an amount equal to such amount payable by Broadcaster.
7	Tax deducted at source	Nothing contained herein in the agreement shall prevent Broadcaster from deducting tax at source if required under GST Act and GST regulations, any law or any regulation for the time being in force.
8	Reverse charge liability – Domestic procurement	Wherever reverse charge is applicable on supplies made by DPO, DPO shall be liable to mention amount subject to reverse charge specifically on the invoice
9	Reverse charge liability – Unregistered Supplier	It is specifically agreed between the parties that where the DPO is not registered under GST Act, it shall be DPO's responsibility to specifically intimate such unregistered status to Broadcaster and thereafter it shall be the responsibility of Broadcaster to discharge liability under reverse charge mechanism. It is further agreed that unregistered DPO shall not charge tax on invoice.
10	GST invoice	<p>It shall be the responsibility of DPO to raise appropriate tax invoice as per the provisions of GST Act. Broadcaster reserves the right to be indemnified for the credit loss in case Broadcaster is unable to claim the input tax credit for any non-compliance / default in raising appropriate invoice by DPO. Further all invoices should be sent to Broadcaster promptly and in no case beyond 10 days of Invoice date.</p> <p>Further the DPO is required to comply following requirements w.r.t. issuance of invoice:</p> <ul style="list-style-type: none"> • All the details of DPO (name, address, GSTIN/ unregistered DPO, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice; • Invoice/DN/CN need to be issued timely within the time prescribed under GST

Sr. No	Clause	Clause description
		<p>law;</p> <ul style="list-style-type: none"> • In case of any deficient supply, Broadcaster shall convey the same in a reasonable time to enable the DPO to issue credit note and take tax adjustment; • It would be the responsibility of the DPO to declare correct information on invoice and GST portal viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to Broadcaster on account of default by the DPO, the same would be recovered by Broadcaster from the DPO; • Registered location of the both the parties i.e. Broadcaster and DPO should be mentioned in the agreement/PO with GSTIN No. Further, DPO should raise invoices at the registered premise of Broadcaster for availing credit and ensure that the place of supply as per GST law is same as registered premises; • E-waybill number should be mentioned on the invoices, if applicable
13	Debit / Credit note	<p>The DPO acknowledges and agrees to issue appropriate debit note/ credit note as prescribed under GST Act and send to Broadcaster within the prescribed time. All debit notes should be received well in advance so as to enable Broadcaster to claim proper credit. All debit note/ credit note with GST should mandatorily have the reference of original invoice on it.</p> <p>Further it shall be the responsibility of DPO to declare the details of such credit note in the return for the month during which such credit note has been issued but not later than September following the end of the financial year in which such supply was made, or the date of furnishing of the relevant annual return, whichever is earlier.</p> <p>Broadcaster reserves the right to be indemnified by DPO for the credit loss in case Broadcaster is unable to claim the input tax credit for any non-compliance or default or due to lack of diligence on the part of the DPO</p>
11	Payment terms	<p>Broadcaster reserves the right to make payment to DPO only after the invoice is uploaded by DPO in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to Broadcaster.</p> <p>Further it is agreed that for claiming the payment the following documents are to be submitted by the DPO to the paying state along with appropriate invoice:</p> <ol style="list-style-type: none"> 1. Invoice along with e-way bills; 2. Delivery challans; 3. Consignee Receipt (L.R); 4. Any other document as may be demanded by Broadcaster

Sr. No	Clause	Clause description
12	Payment terms	DPO hereby agrees that it will be solely responsible for performing all compliances and making timely payments to the Government for GST, cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under GST laws/ regulations applicable
13	Purchase order	<p>It is understood between the parties that DPO shall raise invoice basis purchase order issued by Broadcaster. In case of any deviation or disagreement by DPO on place of supply, billing location, HSN code/ SAC code as stated on PO, it shall be the responsibility of DPO to intimate Broadcaster well in advance.</p> <p>Further, in case DPO raises the invoice on an address other than agreed, it shall be the responsibility of the DPO to modify the invoice.</p>
14	Place of supply	For the purpose of this agreement, place of supply under GST Act shall be the place of supply as determined under purchase order raised by Broadcaster. It shall be the responsibility of DPO to intimate Broadcaster well in advance in case of deviation / disagreement with the place of supply as determined in PO.
15	Deficient Supply/ Incomplete supply/ Rejected supply	Each party to contract agrees that in case of any deficient supply or incomplete supply or rejected supply, it shall be the responsibility of DPO to issue GST compliance credit note within the reasonable time and take tax adjustment. In case the DPO fails to issue proper credit note within the time stipulated under the GST law the taxes charged and not adjusted would be borne by the DPO.
16	Price revision	<p>The DPO acknowledges and agrees that in case of any price revision with respect to goods supplied prior to GST, the DPO should issue the following documents to Broadcaster:</p> <p>a. <u>Price revised upwards</u>– Supplementary invoice/ debit note shall be issued in accordance with the GST Act;</p> <p>b. <u>Price revised downwards</u>– Supplementary invoice/ credit note shall be issued in accordance with the GST Act.</p>
17	Advance payment	Where in terms of the agreement, Broadcaster pays advance amount to DPO for supply of goods/ services, it shall be the responsibility of DPO to issue GST compliant receipt voucher or such other document as may be prescribed to Broadcaster if such advance includes GST. Further DPO would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised subsequently.
18	Discount clause	<p>In cases where DPO is providing discount to Broadcaster for the goods supplied by it or service rendered, following should be predetermined or mutually agreed between DPO and Broadcaster:</p> <ol style="list-style-type: none"> 1. Situations in which discount would be allowed by DPO to Broadcaster (e.g. Value-based/ quantity-based discounts) 2. Basis and manner in which discount would be computed and allowed to Broadcaster 3. Deduction of such discount from the value of supply as per provision of GST

Sr. No	Clause	Clause description
		Act
19	Compliance rating	DPO shall be liable to comply with all the compliances as may be prescribed to ensure that compliance rating is not reduced below the prescribed limit as laid down under GST Act and GST regulations. DPO shall be required to submit a self-declaration and when requested by Broadcaster, that they are not blacklisted on the GST portal. Notwithstanding anything contained in agreement, in the event of blacklisting of DPO i.e. compliance rating reduced below the prescribed limit, the amount related to tax shall be paid to DPO only on receipt of input tax credit by Broadcaster
20	E-way bill	It shall be the responsibility of DPO to obtain e-way bill in case of movement of goods exceeding limit as prescribed under the GST Act. DPO would indemnify Broadcaster in case of any non-compliance or default or due to lack of diligence on the part of the DPO to comply with the e-waybill requirement
21	Penalty	It is agreed by DPO that in case of any deviation, default or negligence on the part of DPO due to which Broadcaster is liable to pay penalty, the same shall be recovered by Broadcaster from DPO along with applicable GST tax (as may be applicable)
22	Liquidated Damages	GST (if applicable) on account of liquidated damages (where applicable in terms of Existing Agreement) would be borne by DPO.
23	Miscellaneous	i) DPO agrees to share the monthly information upon request by Broadcaster which would be uploaded by the DPO in its GSTR -1 along with the information of input credit to be claimed by Broadcaster in such month; ii) It shall be the responsibility of DPO to provide reconciliation statement of all the supplies made by it including issuance of credit note, debit note or other documents as prescribed, within 30 th June following the end of relevant financial year

ANNEXURE I

SCOPE OF AUDIT

THE SCOPE OF AUDIT SHALL INCLUDE THE ACCESS TO ALL THE FOLLOWING: Head End Audit

- The DPO should provide Complete Network Diagram of its Head End for Audit and Auditing Purpose.
- The DPO to submit & confirm the no. of MUXs (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of Head End and analysis of TS stream from the MUX.
- All TS from MUX should be encrypted for.
- The DPO to ensure that its Network Watermark logo is inserted on all pay channels at encoder end only.

CAS Audit

The DPO to provide all below information correctly;

- Make & version of CAS installed at Head End.
- CA system certificate to be provided by the DPO.
- CAS version installed should not have any history of hacking, certificate from CAS vendor required.
- CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.
- CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/OSD.
- CAS should be able to generate active/deactivate report channel wise/package wise.
- STB's & cards to be uniquely paired from the DPO before distributing box down the line /LCO.
- All LCO's should be paired with unique system ID.
- The DPO to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to Authorized Representative by means of a fresh undertaking.
- Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by the DPO. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- The DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Package/product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.

SMS Audit

- All product authorization must be from SMS only.
- SMS and CAS should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - o Unique Customer Id
 - o Subscription Contract number
 - o Name of the subscriber
 - o Billing Address
 - o Installation Address
 - o Landline telephone number
 - o Mobile number

- o Email address
- o Service/Package subscribed to
- o Unique STB Number
- o Unique VC Number
- SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
- Location of each and every set top box VC unit.
- The SMS should be capable of giving the reporting at any desired time about:
 - o The total number subscribers authorized
 - o The total number of subscribers on the network
 - o The total number of subscribers subscribing to a particular service at any particular date.
 - o The details of channels opted by subscriber on a-la-carte basis.
 - o The package wise details of the channels in the package.
 - o The package wise subscriber numbers.
 - o The ageing of the subscriber on the particular channel or package
 - o The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit:

- (i) Review Complete Network Diagram
- (ii) Undertaking from the DPO for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also, confirmation with respect to history of hacking.
- (iv) Check the number of MUXs installed with active TS outputs. Also, whether all TS from MUX are encrypted.
- (v) Review whether Live diagram / fiber details of network are captured in SMS system
- (vi) To check if DPO specific coding / ID is available for Finger Printing.
- (vii) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
- (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
 - Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - Hardware details
- (x) Review the subscribers activation/ de-activation history in the SMS system
- (xi) Validate if the SMS is integrated with the Conditional Access (“CA”) system.
- (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
- (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
- (xiv) Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.

- (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- (xvi) Validate if the LCO is attached to a Subscriber
- (xvii) Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels.
- (xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Authorized Representative.
- (xix) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
- (xx) Review of the following reports are supported by SMS & CA System:

- Total no of Subscribers – active & de-active separately De-active subscribers with ageing
- Channel wise Subscribers – total Channel wise Subscribers – split by package Package / channel details
- Subscriber/Revenue Reports by State/City
- No of packages/services offered
- List of channels
- Channels along with Rate Card Options offered with details of active Subscribers Historical data reports
- Free / demo Subscribers details
- Exception cases – active only in SMS or CA system

STB Audit

- All STB should be individually paired in advance with unique smart card at central warehouse of the DPO before handing over to the subscriber
- the DPO to provide details of manufacturers of STBs being used / to be used by it (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- the DPO should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by the DPO should be certified and diploma by their CAS vendor.
- Forensic watermarking to be implemented on the DPO Head End & STBs.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- All the STBs should have embedded Conditional Access.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head End.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections
 1. (i) Macro vision 7 or better on Composite video output.
 2. (ii) Macro vision 7 or better on the Component Video output.

3. (iii) HDCP copy protection on the HDMI & DVI output.

4. (iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
- Types of boxes launched / to be launched:
 - o Vanilla STB
 - o DVRSTB
 - o Others (please specify)
 - Please furnish STB details as following:
 - o Open Standards or Proprietary?
 - o Audio Video and Data I/O Configuration?
 - o Local Storage?
 - o Smart Card?
 - o PVR Functionality?
 - o Tamper Resistance?
 - o Copy Protection? Please provide the details.
 - o Interface to Other Devices?
 - Are the STB's interoperable?
 - DVR / PVR STB should be compliance of following;
 - o Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - o Recorded content should be encrypted & not play on any other devices.
 - o Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - o User should not have access to install third party application/software.
 - Does the Set Top Box support any type of interactive middleware? Please describe.

Distribution Network Audit

The DPO should provide below information in detail;

- Fiber network and PIT information on Geo Map.
- Service area to be defined.
- Details of LCO connected.
- DAS area to be defined.

Commercial Audit

1. Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.
2. Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
 - Customer acquisition
 - Provisioning of the subscriber in authentication, billing and SMS system
 - Scheme / package change request process
 - Customer Retention process, if any
 - Deactivation and churn process
3. Understand/ Verify the various schemes / packages being offered to customers
 - Obtain details of all approved schemes / packages and add on which are being offered to customers
 - Interactions with the DPO's marketing and sales team on how the various channels are being marketed

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