

**REFERENCE INTERCONNECT OFFER OF T.V. TODAY NETWORK LIMITED
(FOR DIRECT TO HOME OPERATOR)**

The terms and conditions of this Reference Interconnect Offer are drafted pursuant to the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, both as amended from time to time.

The DPO may reach out to the following representative for availing signals of Channels and/or any grievance(s):

Distribution Platform	Name	Contact No.	Email ID	Address
Direct To Home (DTH)	Mr. K R Arora	0120-4807100 (Extn. 7482)	Krishan.Arora@ajitak.com	FC-8, Sector-16A, Film City, Noida- 201301, Uttar Pradesh

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement ("SLA") is executed on the ____ day of _____, 20__ by and between:

T.V. TODAY NETWORK LIMITED, having its GSTINs 07AABCT0424B3Z0 (Delhi with Address at First Floor, F-26, New Delhi, Delhi 110001), 19AABCT0424B1ZX (West Bengal with Address at 52, Jawahar lal Nehru Road, 4th Floor, Kolkata, West Bengal 700071), 36AABCT0424B1Z1 (Telangana with Address at 6-3-885/7/B, Somajiguda, Hyderabad, Telangana 500082), 27AABCT0424B1Z0 (Maharashtra with Address at ONE INDIABULLS CENTRE 1201, 12th Floor, Tower 2A, S B MARG, Lower Parel (West), Mumbai, Maharashtra, 400013) and 29AABCT0424B1ZW (Karnataka with Address at 2nd Floor, 201 - 204, Richmond Tower, 12 Richmond Road, Bengaluru, Karnataka 560025) bearing PAN AABCT0424B, and having its registered office at F-26, First Floor, Connaught Circus, New Delhi -110001 (hereinafter referred to as "TVTN", which shall include its successors and assigns) through its authorized agent, **STAR INDIA PRIVATE LIMITED**, a company incorporated and registered under the Companies Act, 1956 and having its office at Vatika Business Centre, Thapar House, Gate No. 1 Eastern & Central Wing, Third Floor, 124, Janpath, New Delhi – 110 001, and registered office at Star House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013, Maharashtra (hereinafter referred to as "STAR", which shall 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 (DTH)	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							
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:

[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”)].

TVTN and the DPO are each hereinafter individually referred to as a “**Party**” and collectively, as the “**Parties**”.

WHEREAS TVTN and/or its Affiliates, are the owner/licensee of various rights under the Copyright Act, in respect of the Channels (defined herein below).

WHEREAS various DPOs are desirous of retransmitting signals of Channels, to their respective subscribers.

AND WHEREAS by virtue of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time (“**Interconnection Regulations**”) read with (i) the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended from time to time (“**Tariff Order**”), TVTN is required to offer and publish technical and commercial terms & conditions which would form the basis of a license agreement with DPOs who are desirous of retransmitting/rebroadcasting signals of Channels. Accordingly, the present Reference Interconnect Offer (“**RIO**”) is being offered and published by TVTN. However, this RIO is without prejudice to TVTN’s rights, remedies and contentions under applicable Laws, equity or otherwise and subject particularly to the outcome in –

- i. Writ Petitions bearing nos. 5161/2014, 506/2016, 4135/2017, 4091/2017, 7017/2017, 6915/2017, 53/2019, 180/2019 and 9431/2019 pending before the Hon’ble Delhi High Court;
- ii. Civil Appeal Nos. 2847-2854 of 2011, 7247 of 2011, 3896 – 3903 of 2011, 3728 of 2015, 11494 of 2018, 11834 of 2018, 6001-6003 of 2019 pending before the Hon’ble Supreme Court;
- iii. Appeal No. 1 and 2 of 2016 pending before the Hon’ble TDSAT;
- iv. Special Leave Petition (Civil) nos. 10801/2021, 10846/2021, 10805/2021, 10818/2021, 10847/2021 pending before the Hon’ble Supreme Court of India;

- v. Writ Petitions bearing nos. 1416/2020, 1419/2020, 1421/2020 and 1426/2020 pending before the Hon'ble Madras High Court.

Any DPO of Television Channels, (as defined in Clause 2 sub clause (s) of the Interconnection Regulations) intending to avail the signals of Channels is required to execute the SLA), offered by TVTN for execution, on an "as-is" basis and without making any unilateral changes/modifications. It is only on execution of the entire SLA by both the Parties, it shall form a binding license agreement for rebroadcast / retransmission of the signals of Channels.

Both Parties agree that the DPO had entered into Interconnect Agreement including amendments for the period as detailed in Schedule I of the SLA.

Needless to add, to avail the signals of Channels under this SLA, the DPO shall clear the entire outstanding subscription fees due and payable to TVTN for the period upto the date of commencement of this SLA.

It is hereby clarified that in order to be eligible to execute this SLA and avail the signals of Channels, the DPO shall not be in default of payment to TVTN in terms of second proviso of Clause 3(2) of the Interconnection Regulations. Accordingly, the DPO shall not have any outstanding amounts due and payable to TVTN in terms of the prevailing interconnection agreement(s) as on the date of execution of this SLA.

However, execution of this SLA and provision of signals under this SLA shall not amount to a waiver by TVTN of its right to claim all outstanding subscription fees under the erstwhile agreement/s and TVTN shall be within its rights to claim the same including termination of this SLA, as per applicable law, for non-clearance of all outstanding dues under the erstwhile agreement/s.

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

1. DEFINITIONS

In this SLA, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder or as assigned to them under applicable Laws. Additionally, there are other defined terms in the SLA which shall have such respective meaning as have been assigned to them throughout the SLA.

- 1.1 "**Act**" shall mean the Telecom Regulatory Authority of India Act, 1997, as amended from time to time;
- 1.2 "**Active Subscriber**" shall mean a subscriber who has been authorized to receive signals of Subscribed Channels as per the SMS and whose Set Top Box has not been denied signals;
- 1.3 "**SD Active Subscriber**" shall mean a subscriber who has been authorized to receive Signals of Subscribed SD Channels as per the SMS and whose Set Top Box has not been denied signals;
- 1.4 "**HD Active Subscriber**" shall mean a subscriber who has been authorized to receive Signals of Subscribed HD Channels as per the SMS and whose Set Top Box has not been denied signals;
- 1.5 "**Addressable System(s)**" shall mean an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of transmission of programmes including retransmission of signals of Television Channels can be sent in encrypted form, which can be decoded by the device or devices, having an activated CAS at the premises of the subscriber within the limits of authorization made, through CAS and SMS, on the explicit choice and request of such subscriber, by the DPO to the subscriber;
- 1.6 "**Affiliate**" of a Party (the "**Subject Person**") shall mean (i) in the case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, 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;

- 1.7 “**A-la-carte**” or “**A-la-carte Channel(s)**” with reference to this SLA shall mean offering of Television Channel(s) individually on a standalone basis;
- 1.8 “**Authority**” or “**TRAI**” shall mean the Telecom Regulatory Authority of India established under sub-section (1) of Section 3 of the Act;
- 1.9 “**Audit**” shall mean the Technical Audit and Subscription Audit to be conducted by the Empaneled Auditor, of the Distribution Systems of the DPO, including but not limited to CAS, SMS, encryption systems, Content Protection Systems, financial documents, etc. as per the Audit Manual and as detailed in Clause 13 of the SLA;
- 1.10 “**Audit Manual**” shall mean the requirements for conducting the Audit as per applicable Law and set out by TRAI vide Interconnection Regulations, and The Telecommunication (Broadcasting and Cable) Services Digital Addressable Systems Audit Manual dated November 8, 2019, as amended from time to time;
- 1.11 “**Audit Report**” shall mean the report generated by the Empaneled Auditor as further detailed in Clause 13 of the SLA;
- 1.12 “**Bouquet**” shall mean an assortment of distinct Television Channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly. Bouquet of Channels for the purpose of this SLA shall mean TVTN’s Bouquet of Channels listed in **Annexure A** hereto which may be amended from time to time as per applicable Law;
- 1.13 “**Broadcaster**” shall mean a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing television broadcast of Television Channels;
- 1.14 “**Business Day**” shall mean any day, other than a Saturday and Sunday, on which banks in Mumbai remain open for business;
- 1.15 “**BIS**” shall mean Bureau of Indian Standards;
- 1.16 “**Carriage Fee**” shall mean any fee payable by a Broadcaster to the DPO only for the purpose of carrying its television channels through the DPO’s network, without, specifying the placement of such channels onto a specific position in the Electronic Programme Guide or, seeking assignment of a particular number to such channels;
- 1.17 “**Cable Service**” or “**Cable TV Service**” shall mean the transmission of programmes including retransmission of signals of Television Channels through cables;
- 1.18 “**Cable Television Network**” or “**Cable Tv Network**” shall mean any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- 1.19 “**Central Government**” shall mean the Government of India;
- 1.20 “**CAS**” shall mean the conditional access system maintained by the DPO in accordance with the Interconnection Regulations and the terms of this SLA, which shall have the ability to authorize, provide and deny specific Channels, data, or information to Subscribers and which meets the requirements set out under (i) **Annexure D** of this SLA and (ii) the Interconnection Regulations (as amended);

- 1.21 “**Catch Up Rights**” shall mean the right to make available the Subscribed Channel or Subscribed Channel’s content to Subscribers on an on-demand basis, at any time after the original linear Distribution of the Subscribed Channel;
- 1.22 “**Change Event**” shall mean 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 stake or controlling stake of the DPO or acquisition by the DPO of a majority stake or a controlling stake 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;
- 1.23 “**Channel(s)**” shall mean the standard definition and high definition Pay and Free-To-Air Television Channels of TVTN, as set out in **Annexure A** of the SLA, which list may be amended from time to time as per applicable Law;
- 1.24 “**Channel Marks**” shall mean the trade names, trademarks, logos and service marks and characters used by TVTN from time to time in connection with the services including without limitation the television channels, programmes, the titles and content of such programmes, television equipment or related services provided by TVTN and/or its Affiliates or its licensors, specified by TVTN or otherwise notified in writing by TVTN or through its authorized agent STAR from time to time;
- 1.25 “**Competing Channels**” shall mean channels of similar genre and language of competing Broadcasters;
- 1.26 “**Confidential Information**” shall mean: (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 by either Party for the purposes of this SLA (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;
- 1.27 “**Content Protection Systems**” shall mean and include effective technological measures applied for providing conditional access delivery and content protection and security systems, and related physical security and operational procedures including all such security measures and systems specified by TVTN from time to time, which is to be deployed, installed, maintained, and enforced by the DPO;
- 1.28 “**Copyright Act**” shall mean Copyright Act 1957, as amended from time to time;
- 1.29 “**Default Interest Rate**” shall mean simple interest applicable on delayed payment or short payment from the date the payment was due until realization of full payment and such interest shall be computed at the rate of 2% (two percent) per month on the payment that is due;
- 1.30 “**Direct to Home Operator**” or “**DTH Operator**” shall mean any person who has been granted license by the Central Government to provide Direct to Home (DTH) service;
- 1.31 “**Direct to Home Service**” or “**DTH Service**” shall mean re-transmission of signals of Television Channels, by using a satellite system, directly to subscriber’s premises without passing through an intermediary such as Local Cable Operator or any other DPO of Television Channels;
- 1.32 “**Distribution Margin**” shall mean the DPO’s share of revenue for the Distribution of Subscribed Channels 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;
- 1.33 “**Distribution System**” or “**Platform**” shall mean the distribution network of a DPO for Distribution of the Subscribed Channels in an encrypted manner as per applicable Law;

- 1.34 **“Distribution Platform Operator”** or **“DPO”** shall mean the distributor of Television Channel(s) being DTH Operator;
- 1.35 **“DPO List Price”** shall mean the rate applicable to as mentioned in the Annexure A of the SLA, which is MRP of A-la-carte Channel(s) and/or Bouquet of Channels less the Distribution Margin;
- 1.36 **“Doordarshan”** (**“DD”**) means the autonomous public service founded by the Government of India, which is owned by the Broadcasting Ministry of India and is one of the divisions of Prasar Bharati;
- 1.37 **“Doordarshan Television Terrestrial”** (**“DTT”**) means the services of Doordarshan including television, radio, online and Mobile services provided throughout metropolitan and regional India, as well as overseas. DTT are specifically excluded from the purview of the applicable Laws and this SLA;
- 1.38 **“Due Date”** shall mean the date of expiry of the 15 (fifteen) day period commencing on the date of receipt of invoice by the DPO from TVTN;
- 1.39 **“Digital Video Recorders”** (**“DVR”**)/ **“Personal Video Recorders”** (**“PVR”**) **Service** shall mean a service which enables subscribers to copy, record, time shift, pause, forward or rewind individual programmes broadcast on the channels;
- 1.40 **“Distribute”** or **“Distribution”** shall mean the retransmission and/or rebroadcast of the signals of Subscribed Channels by the DPO to the Subscribers;
- 1.41 **“Electronic Programme Guide”** or **“EPG”** shall mean a program guide maintained by the DPOs 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;
- 1.42 **“Empaneled Auditor”** shall mean Broadcast Engineering Consultants India Limited or an auditor empaneled by the Authority for conducting the Audit;
- 1.43 **“Equipment(s)”** shall mean any and all hardware/ software and other devices, including but not limited to IRD(s), CAM(s) and the paired Viewing Card(s);
- 1.44 **“Excluded Rights”** shall mean all rights which are excluded under this SLA pursuant to Clause 8.2 of the SLA and which are reserved exclusively by TVTN;
- 1.45 **“Exhibition”** or **“Exhibit”** shall mean exhibition, broadcast, transmission, Distribution, communication to the public and/or making available the Subscribed Channels and Subscribed Channel’s content;
- 1.46 **“Force Majeure Event”** shall mean any cause which is beyond the reasonable control of the affected party, including acts of God, earthquake, storm, lightning, flood, explosion, fire, sabotage, quarantine, epidemic, pandemic, arson, civil disturbance, terrorist attack, war or warlike situation and acts of a similar nature or satellite failure or satellite jamming, which may affect the transmission of Television Channel(s) by TVTN;
- 1.47 **“Forms”** shall mean Form for Amendment of Territory of DPO and Form for Amendment of Subscribed Channels and Subscribed Bouquets, or any other form as available on TVTN’s Website;
- 1.48 **“Free-to-Air Channel”** shall mean a Television Channel which is declared as such by the Broadcaster and for which no fee is to be paid by the DPOs of Television Channels to the Broadcaster for signals of such Television Channel;
- 1.49 **“GST”** shall mean the Goods and the Services Tax which includes the Central Goods and Services Tax (‘CGST’), the State Goods and Services Tax (‘SGST’) / Union Territories Goods and Service Tax (‘UTGST’)

and/or the Integrated Goods and Services Tax ('IGST') as may be applicable which are levied under the GST Legislations;

- 1.50 **"GST Laws"** shall mean (a) The Central Goods and Services Act, 2017, as amended from time to time; (b) The Integrated Goods and Services Act, 2017, as amended from time to time; (c) The Union territory Goods and Services Act, 2017, as amended from time to time; (d) The Goods and Services Tax (Compensation to States) Act, 2017, as amended from time to time; (e) The State GST Act passed by each State in its legislature or any other present and future GST related laws in force in the territory of India;
- 1.51 **"Governmental Authority"** shall mean 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, Copyright Board, Department of Telecommunications, Department of Industrial Policy & Promotion or any other body or authority regulating the broadcasting and distribution of channels in India;
- 1.52 **"HD Subscriber Base"** shall mean the total number of subscribers of High Definition Television Channels who are connected to the DPO's Distribution System, for the Territory, and have subscribed to one or more High Definition Television Channels of any Broadcaster, on A-la-carte or Bouquet basis from the DPO;
- 1.53 **"Head End In The Sky Operator"** or **"HITS Operator"** shall mean any person permitted by the Central Government to provide Head End In The Sky (HITS) Service;
- 1.54 **"Head End In The Sky Service"** shall mean transmission of programmes including retransmission of signals of Television Channels-(i) to intermediaries like Local Cable Operators or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers by using satellite system and its own cable networks;
- 1.55 **"High Definition"** or **"HD"** shall mean Linear Broadcast of Television Channel in any resolution that is 1080 vertical lines of resolution or less (but at least 720 vertical lines of resolution) and 1920 lines of horizontal resolution or less (but at least 1280 lines of horizontal resolution);
- 1.56 **"Interconnection Regulations"** shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time;
- 1.57 **"Interconnection Amendment Regulations"** shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Amendment) Regulations, 2019 dated October 30, 2019;
- 1.58 **"IRD"** shall mean an authorization device which includes decoder, receiver or integrated receiver-decoders as set out in **Annexure G** of the SLA, which is owned, operated and supplied by TVTN and which is used in conjunction with a compatible Viewing Card in order to receive and decode each of the linear Channels by the DPO. For the avoidance of doubt, IRDs shall also include PIRDs which are procured by the DPO, at its own cost, to receive and decode the linear Channels;
- 1.59 **"Incentives"** shall mean the incentives as set out in Clause 6 of SLA as may be amended from time to time;
- 1.60 **"Independent Affiliate"** for the purposes of this SLA shall mean any DPO of Television Channels who is or was availing the signals of the Channels directly from TVTN in terms of a separate agreement between TVTN and the Independent Affiliate;
- 1.61 **"Information"** shall mean communication from TVTN and/or TVTN's authorized agent STAR along with instructions for shut off or de-authorization of the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time of receipt of such Information. For this purpose, Information shall include all communication from TVTN and/or TVTN's authorized agent STA via telephonic message, fax etc. which is later confirmed through e-mail by a person(s) who is designated to send such Information;

- 1.62 **“Intellectual Property”** shall mean copyright (including moral rights), patent, registered design, design right, Marks, trade secret, confidential information, or other intellectual property right or proprietary right or any right similar or analogous to any of the foregoing, whether or not registered and whether or not registrable, or any right or interest of any kind arising out of or created in respect of any of the foregoing or any right to bring an action for passing off or any similar or analogous proceeding, owned or controlled by TVTN, its Affiliate(s) or their licensee including all rights, titles and interest in the programming of the Channels or any mark of the rights holders of any programming exhibited on the Channels on which TVTN and its licensors shall have the sole and exclusive rights. Intellectual Property shall also include all rights, titled and interest in events and programmes, advertisements, messages and the like included in the Channels and that may be determined by TVTN and its licensors at their sole discretion from time to time;
- 1.63 **“Interactive TV Service and Functions”** shall mean the television service, interactive technology, function or service whether now known or hereafter invented, developed or released, that provides users with interactive capabilities whereby in response to any individual user’s demand such user is able to (a) access or demand and/or select from a range of viewing options an enhanced or specific viewing experience, (b) access on demand data and/or information in textual form, (c) be connected to any website, information, e-commerce or on-line service; and/or (d) view data and information (in addition to the audiovisual content), to manipulate audio and/or audiovisual content and/or to carry out any transaction or interaction with any person including by means of a return path;
- 1.64 **“Internet”** shall mean the openly accessible network of interconnected computer networks, also known as the World Wide Web (“WWW”), or any multi-node data delivery network for point-to-point or point-to-multipoint transfer of digital information (including but not limited to video, audio, software, and text) using defined protocols (e.g. TCP/IP or any successor or related technology) and linked by any transmission means, including transmission by broadband, wireless, satellite, coaxial or fibre optic cable, fixed line, wi-fi, Wimax or Mobile;
- 1.65 **“Internet Protocol Television Service”** or **“IPTV Service”** shall mean delivery of multichannel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;
- 1.66 **“Internet Service”** shall mean any service(s) which enables the Distribution and/or Exhibition of Subscribed Channels and Subscribed Channel’s content via the Internet, including but not limited to online video services, OTT, Web TV, Internet TV etc.;
- 1.67 **“Joint Venture/s”** shall mean the connected Affiliates, subsidiary companies and/or joint ventures of the DPO who are availing the signals under this SLA irrespective of whether they have executed a separate agreement or otherwise;
- 1.68 **"Laws"** shall mean all applicable statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, standards and orders, including amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) any rules, directions, regulations, guidelines, and code of conduct of the MIB and TRAI that may be amended from time to time (c) The Copyright Act (including amendments thereto); (d) Cable Television Networks (Regulation) Act, 1995 and Rules 1994, as amended from time to time; (e) relating to tax, consumer and/or product safety (f) relating to data privacy laws and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment; (g) the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent), (h) the UK Bribery Act 2020, (i) trade restrictions (i.e., customs, export and import controls, sanctions and embargoes) including United States of America trade restrictions, and pricing, or distribution of the Television Channel(s) through the DPO Platform(s);
- 1.69 **“Local Cable Operator”** or **“LCO”** shall mean a person registered under Rule 5 of the Cable Television Networks Rules, 1994;

- 1.70 “**Linear Broadcast**” shall mean the 24x7x365 Distribution of the Subscribed Channels in a manner where the Subscriber views a scheduled television programme at the scheduled time it is offered by TVTN and where such Distribution is on a linear and regularly scheduled basis, and no other person, including the DPO, its Affiliates, LCO and Subscribers, shall be able to control the flow of Subscribed Channel’s content. For the avoidance of doubt, it is further clarified that any modes of Distribution and/or Exhibition of Subscribed Channels and Subscribed Channel’s content that are not Linear Broadcast shall be construed to be non-linear;
- 1.71 “**MIB**” shall mean Ministry of Information and Broadcasting, Government of India;
- 1.72 “**Mobile**” shall mean any mobile delivery technology including 3G, 3.5G, 4G, 5G cellular technology, and any subsequent generation technology, edge, DVBH or DMB which is or may be used with radio frequency spectrum in any band, to enable or facilitate transmission of textual material, data, voice, video and/or multimedia service to any device (whether now known or hereafter developed) which is capable of receiving and/or sending voice and/or data and/or video communications by means of a device which is designed primarily as a portable device;
- 1.73 “**Monthly Average Subscriber Level**” shall mean the sum of the number of Active Subscribers of the Subscribed Channel(s) on the seventh, fourteenth, twenty-first and twenty eighth day of the month in question, recorded at any point of time between 19.00 hours to 23.00 hours, divided by four more particularly set out in **Clause 5** of the SLA. For the purpose of calculation of Monthly Subscription Fee, Subscriber for any calendar month, means each STB which is availing the Subscribed Channel(s) from the DPO directly by means of linear transmission, through the Distribution System;
- 1.74 “**Monthly Subscription Fee**” shall mean the Subscription Fee(s) payable by the DPO to TVTN for the license granted under this SLA on a monthly basis as set out in Clause 5 of the SLA along with all applicable indirect taxes including Goods and Services Taxes (“GST”), cess, charges, levies, duties, as applicable. All applicable taxes shall be charged by TVTN in addition to the Monthly Subscription Fee and shall be payable by the DPO;
- 1.75 “**MRP**” shall mean the maximum retail price, excluding taxes, payable by a Subscriber for A-la Carte Channels or Bouquet of Pay Channels as notified by TVTN in terms of the Tariff Order and as set out in **Annexure A** of the SLA as maybe amended from time to time;
- 1.76 “**Multi-System Operator**” or “**MSO**” shall mean 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;
- 1.77 “**Multiplexing**” shall mean making available any version of a Television Channel on which the audiovisual content is identical to or substantially the same as another Television Channel (including, without limitation, any closed captioned, time shifted versions of a Television Channel);
- 1.78 “**NDVR/Cloud Rights**” shall mean the right to facilitate and enable recording of audiovisual content to be made upon a digital video recorder managed by or on behalf of the DPO which permits viewers, or the DPO on behalf of a viewer, to record and store the audiovisual content remotely using cloud storage, to make such recording available for play-back at a time chosen by a viewer;
- 1.79 “**New Channels**” shall mean the new Television Channels of TVTN that may be launched and offered by TVTN in future, after the date of execution of this SLA;
- 1.80 “**New Territory**” shall mean any area in India beyond the Territory where the DPO desires to extend its operations as per applicable Laws;
- 1.81 “**Pay Per View**” or “**PPV**” shall mean transmission and retransmission of synchronised video and audio signals of a single motion picture or program (or series of related program) where a supplemental charge on a

per exhibition basis is made to a subscriber for the privilege of viewing the particular motion picture or program (or series of related program) at a time scheduled by the Exhibitor;

- 1.82 **“Pay Channel”**, shall mean a pay Television Channel which is declared as such by the Broadcaster and for which the Broadcaster has fixed an MRP for a DPO to charge a Subscriber and for which license has to be obtained by DPO from the Broadcaster;
- 1.83 **“Person”** shall mean 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;
- 1.84 **“Promotional Offer”** shall mean the promotional offers launched by TVTN as per applicable Law from time to time and as set out Clause 7 of the SLA;
- 1.85 **“Piracy”** shall mean unauthorized reception, retransmission or redistribution of signal of Television Channels by any person by any means and modes including but not limited to circumvention of Content Protection Systems, any alteration, tampering of the channel marks or channel or any component thereof or misuse, replacement, removal and/or shifting of hardware or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of rights of Broadcaster under the Trademarks Act, 1999 and Copyright Act;
- 1.86 **“QoS Regulation”** shall mean the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, as amended from time to time;
- 1.87 **“Qualifying Reports”** shall mean the complete and accurate reports which the DPO, opting for Incentives under this SLA has to compulsorily provide to TVTN’s authorized agent STAR in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited, on the Qualifying Report Deadline to avail the Incentives as detailed in Annexure C of the SLA;
- 1.88 **“Qualifying Report Deadline”** shall mean the due date for submission of the Qualifying Reports as detailed in Annexure C of the SLA;
- 1.89 **“Revenue Authorities”** shall mean the Commissioners of Central Tax or any other authority appointed under the GST Laws to administer and discharge the duties conferred therein;
- 1.90 **“Rights Granted”** shall mean the rights granted as defined in Clause 8 of the SLA;
- 1.91 **“Subscriber Report” or “Report”** shall mean complete and accurate monthly subscriber report of Subscribed Channels and Subscribed Bouquets, provided in the prescribed format of TVTN’s authorized agent STAR specified in **Annexure E** of the SLA, generated only through SMS and CAS of Distribution System. The said SMS and CAS should be fully integrated, and the Subscriber Report(s) should be in both Microsoft Excel sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited;
- 1.92 **“Subscriber Report Deadline” or “Report Deadline”** shall mean seventh day from the end of each calendar month, on or before which, the DPO has to provide the Subscriber Report to TVTN’s authorized agent STAR;
- 1.93 **“Set Top Box” or “STB”** shall mean a customer premise Equipment fixed and installed at a place of reception authorized by DPO and which is integrated into or part of a television set and as per requirement described in **Annexure D** of the SLA and capable of receiving and decoding transmissions of the Subscribed Channels for the purpose of viewing the Subscribed Channels contained in those transmissions at such place of reception;

- 1.94 **“Sideloading”** shall mean transferring, transmitting, re-transmitting and/or copying a programme recording by a viewer from their set top box and/or NDVR to any other device including any other Set Top Box for viewing inside and/or outside the viewer's residence;
- 1.95 **“SMS”/“Subscriber Management System”** shall mean a system or device of the DPO which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, 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, and other related information such as all customer relevant information and be responsible for keeping track of placed orders, credit limits, invoicing and payments, as well as the generation of Subscriber Reports and statistics, in accordance with the Law and as more particularly described in (i) **Annexure D** of the SLA and (ii) the Interconnection Regulations (as amended);
- 1.96 **“Subscriber”** shall mean a person who receives signals of Television Channels, from DPO via its Distribution System, at a place indicated by such person without further retransmitting it to any other person. For the avoidance of doubt, a Subscriber shall not: (i) rebroadcast the broadcast; or (ii) cause the broadcast to be heard or seen by the public on payment of any charges. It is further clarified that each Set Top Box located at such place, for receiving the subscribed broadcasting services, shall constitute one Subscriber;
- 1.97 **“Subscribed A-la-carte Channel”** shall mean the A-la Carte Channels offered by TVTN subscribed by the DPO, as are specifically identified by DPO by mentioning “Yes/No” against such A-la Carte Television Channel list in the **Annexure A** of the SLA;
- 1.98 **“Subscribed Bouquet”** or **“Subscribed Bouquet of Channels”** shall mean Bouquet of Channels offered by TVTN detailed in the **Annexure A** and which are subscribed by the DPO, as are specifically identified by it by mentioning “Yes/No” against such Bouquet in the **Annexure A** of the SLA;
- 1.99 **“Subscribed Channels”** shall mean the Subscribed A-la-carte Channels and/or Subscribed Bouquet as applicable;
- 1.100 **“Subscription Audit”** shall mean an audit conducted by the Empaneled Auditor to validate the monthly Subscriber Reports submitted by the DPO to TVTN as per the Audit Manual;
- 1.101 **“TVTN's Website”** shall mean www.aajtak.intoday.in;
- 1.102 **“Standard Definition Channels”** or **“SD Channels”** shall mean Linear transmission of television channel in any resolution that is 576 lines of vertical resolution or less (but at least 480 vertical lines of resolution) and equal to or less than 720 lines of horizontal resolution. Linear transmission shall mean the transmission and re-transmission of the Channel(s) in a linear feed wherein apart from TVTN, no other person, including the DPO, sub-operators and Subscribers shall be able to control the flow of content of such Channel;
- 1.103 **“Subscription Fee”** shall mean the subscription fee as defined in Clause 5 of the SLA;
- 1.104 **“Tariff Order”** shall mean the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017, as amended from time to time;
- 1.105 **“TDSAT”** shall mean the Telecom Disputes Settlement and Appellate Tribunal, New Delhi;
- 1.106 **“Technical Audit”** shall mean an audit conducted by the Empaneled Auditor to ensure ongoing compliance with the requirements of Annexure D and Content Protection Systems during which the DPO shall provide full and complete information for conducting Technical Audit, by furnishing details as provided in the Audit Manual and such other details as required by TVTN or TVTN's authorized agent STAR from time to time;

- 1.107 **“Television Channel”** shall mean a Linear Broadcast channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time;
- 1.108 **“Territory”** shall mean the areas in India where the DPO shall retransmit/rebroadcast the Subscribed Channels as detailed in **Annexure B** and as may be amended from time to time in accordance with Clause 4 of the SLA;
- 1.109 **“Viewing Card”** shall mean the viewing card as set out in **Annexure G** of the SLA, owned, operated and supplied by TVTN and which is to be paired and used in conjunction with the IRD for the DPO to access and decode each Subscribed Channel(s);
- 1.110 **“Video on Demand”** or **“VOD”** shall mean a programming system for transmission and retransmission of a single motion picture or programme (or series of related programs) delivered by means of a telecommunications or other technical system from a digital storage device or presented in any form that permits Exhibition of such motion picture or programs in a non-linear form at the discretion of the viewer;

2. Term

Unless terminated earlier in accordance with the terms of this SLA, the **“Term”** shall be for a period of One (1) Year from _____ or the date of execution of this SLA by TVTN, whichever is later. The Term shall include amendments/extension/s if any, issued by TVTN.

3. Subscribed Channels

- 3.1 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 A**.
- 3.2 The DPO shall mandatorily offer the Subscribed Channels 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 TVTN.
- 3.3 The DPO availing the Subscribed Bouquet shall not break such Bouquet of Pay Channels while offering the same to its Subscribers.
- 3.4 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 SLA, the DPO may do so by executing the Form for Amendment of Subscribed Channels and Subscribed Bouquets.

4 Territory

- 4.1 The DPO agrees to offer the Subscribed Channels in the Territory as set out in **Annexure B**.
- 4.2 The DPO shall not extend its operations beyond the Territory or connect any Affiliates or LCOs or MSOs as applicable, beyond the Territory without any prior written intimation to TVTN in the manner set out herein below.
- 4.3 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 the Form for Amendment of Territory of DPO.
- 4.4 Subject to TVTN’s execution of the Form for Amendment of Territory of DPO set out in Clause 4.3 within thirty (30) days from the receipt thereof, the New Territory shall be deemed to be a part of Annexure B hereto and DPO shall be permitted to extend its operations to New Territory, as per applicable Law. On execution, the Form for Amendment of Territory of DPO shall be deemed to be an integral part of this SLA.
- 4.5 In the event TVTN does not execute the Form for Amendment of 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 Form for

Amendment of Territory of DPO, the DPO shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory. If the DPO re-transmits the signals of the Subscribed Channels in the proposed New Territory despite receiving objection from TVTN, the same shall amount to material breach of this SLA; including but not limited to infringement of TVTN’s rights under the Copyright Act.

4.6 It is therefore, mutually agreed between the Parties that in addition to and without any limitation to the various rights and remedies available to TVTN under applicable Law for the material breach of the terms set out herein above, the DPO shall be liable to pay TVTN fair pre-estimated damages as set out in Clause 9 of this SLA.

5 Subscription Fee

5.1 In consideration of the Rights Granted under this SLA, the DPO shall pay TVTN, for each month of the Term, the Monthly Subscription Fee calculated in the manner set out below on or before the Due Date.

5.2 Calculation of the Monthly Subscription Fee

5.2.1 Subscribed A-la-carte Channels:

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.

Illustration:

If the DPO has opted for Aaj Tak 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 Aaj Tak, then the Monthly Subscription Fee payable by the DPO for that particular month for Aaj Tak will be calculated as below:

<i>MRP of Aaj Tak</i>	<i>INR 0.75</i>
<i>Less: Distribution Margin (20% of MRP)=</i>	<i>INR 0.15</i>
<i>DPO List Price =</i>	<i>INR 0.60</i>
<i>Monthly Average Subscriber Level for Aaj Tak reported by DPO =</i>	<i>10,000 subscribers</i>
<i>Monthly Subscription Fee for Aaj Tak for that month =</i>	<i>INR 6,000 (0.60 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 Channels, 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 Channels have been placed.

Illustration:

If the DPO has opted for Aaj Tak on A-la-carte basis and has placed Aaj Tak 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 Aaj Tak will be calculated as

<i>MRP of Aaj Tak</i>	<i>INR 0.75</i>
<i>Less: Distribution Margin (20% of MRP) =</i>	<i>INR 0.15</i>
<i>DPO List Price =</i>	<i>INR 0.60</i>
<i>Monthly Average Subscriber Level for Package X reported by DPO=</i>	<i>20,000 subscribers</i>

Monthly Subscription Fee for Aaj Tak for that month =	INR 12,000 (0.60 x 20,000)
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For Subscribed A-la-carte Channels & availed Incentive, refer to Illustrations under Annexure C to understand the calculation of the Eligible Incentive Value.

5.2.2 Subscribed Bouquet:

For each of the Subscribed Bouquets, the DPO shall pay TVTN the Monthly Subscription Fee equivalent to the DPO List Price of the Subscribed Bouquet multiplied by the Monthly Average Subscriber Level.

5.2.3 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 Channels availed by the DPO on A-la-carte Basis and the DPO shall be liable to pay TVTN Monthly Subscription Fee calculated in the manner set out in clause 5.2.1 above.

5.2.4 For avoidance of doubt, it is clarified that TVTN reserves its rights, subject to applicable Law, to revise the MRP mentioned in **Annexure A**. 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 TVTN in accordance with the GST Laws.

6 Incentives

- 6.1 TVTN represents that it offers various Incentives as per the Interconnection Regulations which are detailed in **Annexure C** hereto.
- 6.2 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) against such Incentive(s) as detailed in **Annexure C** of the SLA.

7 Promotional Offer

TVTN reserves its rights to launch Promotional Offer as per applicable Law.

8 Rights Granted

- 8.1 Subject to full compliance with the terms of this SLA by DPO, TVTN grants the DPO, the non-transferable, limited and non-exclusive right, and the DPO accepts the obligation, to Distribute the signals of the Subscribed Channels, in SD and HD, on a Linear Broadcast basis, to the Subscribers during the Term and in the Territory, solely *via* the Distribution System owned or operated by the DPO, to be viewed on a television via STB.
- 8.2 **Excluded Rights:** Save and except for the Rights Granted in Clause 8.1, all other rights and means of Exhibition not specifically and expressly granted to the DPO hereunder are excluded and reserved by TVTN including, without limitation-
 - 8.2.1 All rights under the Copyright Act in relation to Subscribed Channels and the Subscribed Channel’s content;
 - 8.2.2 Exhibition of the Subscribed Channels and the Subscribed Channel’s content via Internet, Internet Service and Mobile;
 - 8.2.3 Exhibition of the Subscribed Channels or Subscribed Channel’s content through linear platform including non-addressable platforms (analog);
 - 8.2.4 non-linear Exhibition of Subscribed Channels or Subscribed Channel’s content through the Distribution System including but not limited to PPV, NVOD, SVOD, VOD etc.;
 - 8.2.5 Exhibition of Subscribed Channels or Subscribed Channel’s content on any viewing device, screen and/or audio-visual monitor other than television, which enables reception and display on tablets, computers, Mobile screens etc.;

- 8.2.6 Any kind of recording, downloading, storing and/or streaming of Subscribed Channels and/or Subscribed Channel's content;
- 8.2.7 any kind of services, including but not limited to-
 - i. Multiplexing,
 - ii. DVR/PVR Service, Sideloading and NDVR/Cloud Rights which enables streaming of recorded/downloaded or live content to various devices,
 - iii. Catch Up Rights,
 - iv. universal serial bus (USB) which is paired to a viewing device or through any other devices susceptible to use for duplication of video and audio.
- 8.2.8 any Exhibition to Subscribers via Set Top Boxes that are powered with Interactive TV Service and Functions including capabilities of recording and being connected to Internet (wired or wireless) or any publicly accessible delivery method as may exist now or in the future;
- 8.2.9 any other means of Exhibition whether now known or that may be known in future, beyond the scope of Rights Granted hereunder; and
- 8.2.10 any form of Exhibition to persons/entities who are not Subscribers.

9 Subscriber Reports

- 9.1 The DPO agrees to submit the complete and accurate Subscriber Reports on or before the date of Report Deadline in the format specified in **Annexure E** of the SLA. The Subscriber Reports under this SLA shall be generated only through SMS and CAS and the same should be in both Microsoft Excel Sheet and a pre-defined read only format such as a suitable PDF format, which cannot be edited.
- 9.2 The Subscriber Reports shall specify all information required to calculate the Monthly Average Subscriber Level and the Monthly Subscription Fee payable by the DPO to TVTN, including but not limited to-
 - a) Territory wise, number of Subscribers for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s);
 - b) complete and accurate Subscriber Reports for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s) recorded on the 7th,14th, 21st and 28th of the month, as provided in **Annexure E**; and
 - c) The number of Subscribers for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s) shall be recorded at any point between 19.00 Hours to 23.00 Hours of the day;
- 9.3 All the Subscriber Reports shall be signed and attested by an authorized signatory of the DPO who shall certify that all information in the Subscriber Reports is true and correct.
- 9.4 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 the SLA and would cause material and substantial loss to TVTN. It is therefore, mutually agreed between the parties that in addition to and without any limitation to the various rights and remedies available to TVTN under applicable Law, the DPO shall be liable to pay TVTN fair pre-estimated damages equal to Subscription Fee payable by the DPO to TVTN for each day of default calculated on a pro-rata basis and any other damages as may be determined by TVTN to compensate TVTN. Provided that nothing stated in this Clause 9.4. amounts to waiver by TVTN of its right to deactivate the signals of Channel(s) as per applicable Law.
- 9.5 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 TVTN.

10 Payment Terms

A. Monthly Subscription Fee to TVTN (through its authorized agent STAR) from DPO

- 10.1 The Monthly Subscription Fee shall be paid by the DPO by the Due Date, as per the invoice(s)/provisional invoice generated by TVTN, basis the Subscriber Reports provided by the DPO to TVTN's authorized agent

STAR in accordance with Clause 9 hereinabove. Such payments shall be made by DPO without any deduction except for the deduction of withholding tax/TDS as provided in the SLA.

- 10.2 In case the DPO fails to send the Report within the Report Deadline, TVTN shall have the right to raise a provisional invoice and the DPO shall be under an obligation to pay the Monthly Subscription Fee on the basis of such provisional invoice in accordance with the terms of this SLA. However, the provisional invoice shall be for an amount, not more than 110% of the Monthly Subscription Fee payable by the DPO for the immediately preceding month. On receipt of the Report from the DPO, the Parties would conduct reconciliation between the provisional invoice raised by TVTN through its authorized agent STAR and the Report sent by the DPO, which reconciliation shall be completed within a period no later than three (3) months from the date of issuance of the provisional invoice. In the event the DPO does not reconcile within three (3) months from the date of issuance of such provisional invoice, then TVTN shall, at its sole discretion, be entitled to treat the said provisional invoice as final and binding. In the event of any agreed increase or decrease in Monthly Subscription Fee, it shall be supported with an appropriate debit/credit note (as applicable) in accordance with GST Laws.
- 10.3 Time is of the essence of this SLA and the DPO shall be required to make all payments due to TVTN, by the Due Date in accordance with the terms hereof. Any failure to do so on the part of the DPO shall constitute a material breach hereunder. All late payments shall also attract Default Interest Rate calculated from the date the payment was due until the date of payment. The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Monthly Subscription Fee by the Due Date, and TVTN shall retain all its other rights and remedies under the SLA. DPO shall in addition to such interest shall also be liable to pay the applicable GST on the same. TVTN shall issue a debit note in accordance with GST Laws in respect of such amount.
- 10.4 Provided that issuance of provisional invoice and/or imposition and collection of interest on late payments does not amount to waiver by TVTN of its right to deactivate the signals of Channels as per applicable Law.
- 10.5 All payments due to TVTN under this SLA shall be made in India in Indian Rupees. All payments due to TVTN under this SLA are exclusive of all applicable indirect taxes including all and any tax, GST, custom duties, charges, levies excise duties, entertainment taxes and other such taxes. All such taxes shall be at DPO's cost and will be charged at the prevailing rates by TVTN to the DPO.
- 10.6 If any payment contemplated under this SLA is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended from time to time, the DPO shall provide tax withholding certificates to TVTN within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder. Failure to provide such tax withholding certificates within the time stipulated under the aforementioned Tax Acts / Rules / Notifications / Circulars, will be deemed equivalent to non-payment of subscription dues.
- 10.7 All payments from the DPO to TVTN under this SLA shall be paid either by (i) Demand Draft in favour of 'T.V. Today Network Limited', payable at its head office or any other place that may be specified by TVTN and/or TVTN's authorized agent STAR in writing from time to time; or (ii) electronic wire transfer into the TVTN's designated bank account, accompanied by documentary evidence certified by the DPO's bank that the payment has been transferred to the TVTN's bank account or (iii) Bill desk platform (iv) any other mode as intimated by TVTN or TVTN's authorized agent, STAR.
- 10.8 For all payments, including on-account payments made by DPO to TVTN, the DPO shall intimate address for the purpose of invoicing ("Invoice Address") and their Goods & Services Taxpayer Identification Number ("GSTIN") and details of invoices against which such payments are being made to TVTN. The DPO may provide more than one Invoice Address along with the relevant GSTIN in the format provided at Schedule II herein.

- 10.9 At the time of advance payment, if any, the DPO shall give their GSTIN details for which the payment is made and payment allocation details to be provided on receipt of the invoice(s) raised by TVTN.
- 10.10 It is further agreed that post allocation against the invoices and GSTIN (of DPO) by TVTN on advice of the DPO for on-account payments and/or advances received, no subsequent changes to the allocation against invoices and GSTIN of the DPO can be made by TVTN.
- 10.11 If any payment or advance payment is made by the DPO under this SLA, the DPO shall inform TVTN of its GSTIN number on account of which the payment is done. If the DPO fails to inform TVTN of such GSTIN then TVTN shall be entitled to allocate such payment in full or in part to such DPO's GSTIN(s) as TVTN may deem fit. The Parties agree that the GSTIN(s) allocated for the payment in accordance with this clause shall be final and shall not be changed under any circumstances post allocation and/or raising of invoice. For any payment or advance payment made by the DPO to TVTN, the DPO undertakes and agrees to provide all the requisite documents as may be required by TVTN through its authorized agent STAR under the GST Laws.
- 10.12 Within seven (7) days of receipt of invoice (other than provisional invoices) by the DPO under this SLA, the DPO shall notify in writing to TVTN's authorized agent STAR the discrepancies (if any) in the said invoice, (if any). In the event the DPO fails to notify any discrepancies in the said invoice within the stipulated time, then such invoice shall be deemed to have been duly accepted by the DPO and the DPO shall be precluded from raising any dispute with regard to such invoice and shall not be entitled to seek any changes in such invoice unless agreed otherwise by TVTN's authorized agent STAR, after the lapse of stipulated period.
- 10.13 In the event TVTN is entitled for any exemption or lower rate of tax than the one determined by the DPO, then TVTN shall provide such lower tax rate certificate issued by the Revenue Authorities along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws.
- 10.14 In the event the DPO is entitled for any exemption or lower rate of tax than the one determined by TVTN, then the DPO shall provide such lower tax rate certificate issued by the Revenue Authorities prior to raising of invoice by TVTN along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws. In case any claims arise on TVTN and/or TVTN's authorized agent STAR due to such exemption or lower rate of taxation availed by the DPO in respect of payment made under this SLA, then the DPO shall be liable to indemnify TVTN and/or its authorized agent STAR for such claims, losses or penalties.
- 10.15 The Parties shall provide all the details as may be required with respect to GST to this SLA. If due to failure on the part of the DPO to provide any details of allocation of payment, if TVTN and/or TVTN's authorized agent STAR incurs any loss or if any penalty is levied on TVTN and/or TVTN's authorized agent STAR, then the DPO shall be liable to indemnify TVTN and/or TVTN's authorized agent STAR for all such loss and/or penalty.
- 10.16 The harmonized system of nomenclature ("HSN") code of goods/services supplied under this SLA shall be mentioned by TVTN on requisite documents.
- 10.17 If the amount of GST recovered from TVTN under this SLA differs, for any reason, from the amount of GST paid or payable by TVTN to the Revenue Authorities, including by reason of:
- a) an amendment in the GST Laws and/or rules thereunder;
 - b) issue of or an alternation in ruling or advice of the Revenue Authorities;
 - c) a refund of GST to the DPO in respect of any supply made under this SLA; and
 - d) a decision of any tribunal or court;
- then the difference in amounts shall be borne by the DPO.
- 10.18 The DPO agrees that TVTN and/or TVTN's authorized agent STAR shall not be liable for any allowance or disallowance of input tax credit by the Revenue Authorities to the DPO basis the payment made under this SLA.

- 10.19 In case where TVTN and/or TVTN's authorized agent STAR uploads the GST details of the DPO (as provided by the DPO), and the same is disputed/or is litigated with TVTN and/or TVTN's authorized agent STAR by the Tax authorities, in such a case DPO undertakes and agrees to indemnify TVTN and/or TVTN's authorized agent STAR for any tax liability and other related interest, penalties etc. payable by TVTN and/or TVTN's authorized agent STAR to Tax authorities. Any cost of litigation would be borne by the DPO.
- 10.20 In case of any incorrect / incomplete / non-compliance on behalf of the DPO and because of which a demand is made on TVTN and/or TVTN's authorized agent by the tax authorities, the DPO shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by TVTN and/or TVTN's authorized agent STAR. Any cost of litigation would be borne by the DPO.
- 10.21 In case the input tax credit to the DPO is not allowed to the DPO due to his non-provision of the correct details to TVTN's authorized agent, TVTN and/or TVTN's authorized agent STAR shall not be responsible for such non-allowance to DPO.
- 10.22 If any proceedings are initiated under the GST Laws, the Parties agree that it shall reasonably co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings.
- 10.23 The DPO agrees in the event if there is any change in the Subscription Fee paid / payable under this SLA on account of change in GSTINs or by way of tax deduction or any other reason, then the DPO shall be liable to pay such differential amount to TVTN.
- 10.24 The Parties agree that non-registration by the DPO under the GST Laws or suspension or cancellation of such registration does not preclude TVTN from charging the applicable GST under this SLA and the DPO shall be liable to pay such GST, regardless of its GST registration. The DPO undertakes and agrees the DPO is responsible for timely submission of GSTINs and other details as required and non-submission of GSTINs will be construed as non-registered under GST laws and the DPO shall have no claim against TVTN and/or TVTN's authorized agent STAR for non-provisioning of GSTINs or late submission of GSTINs.
- 10.25 Credit Note: Consideration, with GST element, may be reduced by way of credit note only in the case of mutually agreed decrease in the value of services provided by TVTN and if the services are found to be deficiently provided. The benefit of the GST element on the credit note shall be given to the DPO if and when the credit of GST (on such credit note) is adjusted by the DPO in his GST return and proof/undertaking of which is provided to TVTN. Further, such benefit shall be given to the DPO only if the credit note is issued by TVTN before end of the September next to the financial year in which invoice is raised.
- 10.26 The Parties hereby further agree to execute appropriate addendum/amendments to the terms of this SLA in order to incorporate the provisions of Goods & Service Tax Act/Rules/Laws (GST Laws) (if required) in order to comply with the provisions of GST Laws.
- 10.27 The Parties agree that the applicable stamp duty (if any) shall be borne equally by both Parties.
- 10.28 The DPO acknowledges and agrees that the execution of this SLA and provision of signals under this SLA shall not amount to a waiver by TVTN of its right to claim outstanding subscription fees due and payable by the DPO and/or its subsidiary, Joint Ventures, Affiliates to TVTN under the erstwhile agreement/s and DPO shall be liable to pay the entire outstanding subscription fees including for its subsidiary, Joint Ventures, Affiliates. In the event, the DPO fails to honour the payment obligations as per the terms of the erstwhile agreement/s and/or as per the payment schedule agreed between the Parties as the case may be, TVTN shall be entitled to discontinue the signals of Channels to DPO as per applicable Laws.
- 10.29 The DPO further acknowledges that the DPO shall be responsible and liable to pay outstanding subscription fees due and payable by the DPO to TVTN for its multiple head ends and / or its subsidiary, Joint Ventures, Affiliates irrespective of whether there are separate agreements executed between the parties or otherwise.

B. Monthly Eligible Incentive Value to DPO from TVTN (through its authorized agent STAR)

The Monthly Eligible Incentive Value (as defined in Annexure C) shall be paid by TVTN to the DPO within fifteen (15) days from the date of receipt of valid invoice from the DPO as set out in Clause 2 of Annexure C, subject to DPO making payment of the Monthly Subscription Fee to TVTN as set out in Clause 10A above for the relevant month.

In the event the DPO defaults in providing the Qualifying Reports so as to enable TVTN through its authorized representative STAR to ascertain the Eligible Incentive Value, the DPO shall not be entitled to the Incentives until the DPO provides the same and in any event not later than three (3) months from the Qualifying Report Deadline. Further, if the DPO does not raise the invoice for Incentive in accordance with Annexure C within a period of 3 months from the date of intimation of Eligible Incentive Value, it shall construe that the DPO has willfully waived the right to avail such Incentive for that particular month. In such event, STAR shall be neither responsible nor liable to pay the said Incentive for that particular month to the DPO.

For avoidance of doubt, it is hereby clarified that nothing contained in Clause 10B shall have any bearing on the DPO's obligation to pay the Monthly Subscription Fees to TVTN as stated in clause 10A of the SLA and the DPO shall be required to pay the Monthly Subscription Fees as stated therein.

11 Electronic Programme Guide (EPG)

11.1 It shall be mandatory for the DPO to place Subscribed Channels in the Electronic Programme Guide, in such a way that all the Subscribed Channels of the same language within the same genre, are placed together consecutively and one channel shall appear at one place only.

11.2 The DPO shall indicate –

11.2.1 “Free” in the Electronic Programme Guide against each Free-To-Air Channel available on its Platform;
11.2.2 the respective maximum retail price in the EPG against each Subscribed Channel, which is a Pay Channel, with the Indian rupee sign “₹” for illustration purpose, ₹2, ₹5.5 etc.;

11.3 The DPO shall assign a unique channel number or logical channel number (“LCN”) for each Subscribed Channel available on the Distribution System.

11.4 The LCN once assigned to a particular Subscribed Channel shall not be altered by the DPO during the Term.

Provided that this clause shall not apply in case the Subscribed Channel becomes unavailable on the Distribution System. Provided further that if TVTN changes the genre of a Subscribed Channel then the LCN assigned to that particular Subscribed Channel shall be changed to place such Subscribed Channel together with the channels of the new genre in the EPG.

11.5 During the Term, the EPG of DPO shall always contain the information of the programs being shown on all Subscribed Channels in a manner approved by TVTN without any cost or fee to TVTN.

12 New, Discontinuation, Removal and Replacement of Channels

TVTN shall have the right to introduce any New Channel and/or replace and/or remove/withdraw any of the Channels as per applicable Law. Once a Channel becomes a removed Channel, the same shall cease to be made available by TVTN on A-la-carte basis and/or as part of Bouquet.

In case of any Channel being discontinued by the broadcaster, effective MRP of the Subscribed Bouquet consisting such channel(s), would get adjusted by a factor of A-la-carte price of such discontinued channel(s) to the sum of A-la-carte prices of all channels forming part of that Subscribed Bouquet.

Example-

If Good News Today is discontinued or removed from the Subscribed Bouquet, MRP of **English News India Today Pack** will change from INR 1.50 to INR 1.35.

A-la-carte MRP of Good News Today - INR 0.25

Sum of A-la-carte MRP of English News India Today Pack – INR 2.5

Hence reduction factor

= A-la carte MRP of discontinued or removed Channel ÷ Sum of A-la-carte of all Subscribed Channels forming part of the Subscribed Bouquet

= $0.25/2.5 \times 100$

= 10.0%

Hence new bouquet MRP – INR 1.5* (1-10.0%): ~ INR 1.35

13 Audit

- 13.1 The DPO shall on or before the end of every calendar year during the Term, cause Audit of its Addressable Systems, CAS, SMS and other related systems by an Empaneled Auditor, to verify the (a) DPO's compliance of its obligations, declarations, representations and warranties under this SLA; (b) accuracy and validity of the monthly Subscriber Reports submitted by DPO to TVTN's authorized agent STAR. The Audit caused by the DPO under Clause 13 shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years. The DPO shall give thirty (30) days' prior written notice to TVTN's authorized agent STAR before causing the Audit of its Addressable Systems in accordance with Clause 13. The DPO shall share the Audit Report generated by an Empaneled Auditor to this effect with TVTN's authorized agent STAR within 24 hours from the receipt of such Audit Report.
- 13.2 In the event the DPO intends to cause any change in the configuration or in the version of the Addressable System of the DPO after issuance of the Audit Report by the Empaneled Auditor, the DPO shall notify TVTN through its authorized agent STAR within seven (7) days of such change. DPO further agrees that on such intimation, the provisions of the Clause 13 shall also extend to the new Addressable Systems.
- 13.3 In the event that TVTN and/or TVTN's authorized agent STAR is not satisfied with the Audit Report received from the DPO or, if it is of the opinion that the Addressable Systems being used by the DPO and/or proposed to be used by DPO do not meet the requirements specified in the Audit Manual, TVTN or TVTN's authorized agent STAR shall, after communicating the reasons in writing to the DPO, be entitled to conduct Audit as per the Audit Manual.
- 13.4 In the event the DPO (i) fails to provide the Audit Report and/or on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements or (ii) fails to permit TVTN to conduct audit of its Addressable Systems on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements, TVTN shall be entitled to withhold the applicable Incentive and/or revoke the Incentive, if already availed by the DPO.
- 13.5 In the event an Audit Report, subsequent to TVTN's Audit, reveals that the Addressable Systems are not in conformity with requirements specified in the Audit Manual, due to which, an additional amount is payable to TVTN by DPO, the DPO shall, within ten (10) days from the date of such Audit Report of TVTN, pay TVTN the additional amount, along with Default Interest Rate. TVTN shall issue a debit note in accordance with GST Laws in respect of such additional amount. If the additional amount payable by DPO to TVTN under this clause including Default Interest Rate, exceeds the amount reported by the DPO for such period of Audit by two (2) percent or more, the DPO shall bear all the expenses related to the Audit. Further the DPO shall immediately take all necessary actions to rectify the errors so as to ensure that the next Report submitted for subsequent period are true and accurate.

- 13.6 The DPO shall offer necessary assistance and cooperation to Empaneled Auditors so that Audit can be completed in a time bound manner.
- 13.7 In the event a breach of the SLA has been discovered during the course of such Audit, Empaneled Auditors shall have the right to take printouts, photocopies and computer copies of the subscriber records, or any portion thereof, reasonably required to provide evidence of such breach, and take them off the premises of the DPO and the DPO agrees to extend reasonable co-operation in this regard.
- 13.8 In addition to the various rights and remedies as may be available under law, any breach by or on the part of the DPO with regards to the above covenants shall be construed as material breach of this SLA causing substantial loss to TVTN. 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 as set out above, the DPO shall be liable to pay TVTN, fair pre-estimated damages equal to Subscription Fee payable to be the DPO to TVTN for each day of default calculated on a pro-rata basis and any other damages as may be determined by TVTN on the basis of Audit Report generated during the Audit for which the DPO has been in default, to compensate TVTN.

14 Alteration of Service

- 14.1 DPO agrees to Distribute the Subscribed Channels in the Territory during the entire Term on an “as-is” basis and in their entirety and continuously on a 24X7X365 days basis without any break and without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-through or crawls, deletions or additions and further agrees to make the Subscribed Channels available to its Subscribers.
- 14.2 The DPO agrees and undertakes not to:
- 14.2.1 cut, edit, insert, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Subscribed Channel(s) except as may be required by any applicable Laws;
 - 14.2.2 use any interactive technology or other interferences (such as red button) or redirect traffic from the Subscribed Channels in any manner, whether for content or for promotion;
 - 14.2.3 cause Exhibition of any Subscribed Channel(s) and/or the Subscribed Channel’s content other than in the manner of Rights Granted, or otherwise cause the Exhibition of any stills, extracts or data from Subscribed Channel(s) and/or the Subscribed Channel via Excluded Rights;
 - 14.2.4 reformat any Subscribed Channel(s) so that it appears on less than the full screen of a television or add or super-impose any data, scrolls, crawlers, buttons or other items to any Channel(s);
 - 14.2.5 convert, down-convert, up-convert any of the Subscribed Channels for Distribution;
 - 14.2.6 superimpose or otherwise add any own or third-party advertising, promotions, programmes, data, content; or alter any of Intellectual Property;
 - 14.2.7 run, display, add, superimpose anything on the DPO’s EPG, including notices of disconnection or discontinuation or non-availability of television channels, multimedia graphics in such which shall materially interfere in the viewing experience of viewer.
 - 14.2.8 distribute the Subscribed Channels in any other language other than the language in which such Subscribed Channel is provided to the DPO by TVTN
 - 14.2.9 have any embedded functionality in Distribution System of the DPO that enables the DPO to show programmes at a time different than that of its original Linear Broadcast by TVTN.
- 14.3 DPO shall not store or cause to be stored in any manner whatsoever any Subscribed Channel and /or Subscribed Channel’s content in its servers or facilities.
- 14.4 The DPO shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that: (a) each Subscribed Channel is received only

by Subscribers; and (b) restrict the Distribution of Subscribed Channels within the Territory without any spill overs.

15 Delivery and Security

- 15.1 All Subscribed Channels must be delivered by the DPO to Subscribers in a securely encrypted manner as per applicable Law and without any alteration.
- 15.2 The transmission specifications and infrastructure allocated by DPO in respect of the broadcast signal of Subscribed Channels by the DPO to its Subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its Distribution System.
- 15.3 The DPO shall, at its own cost and expense, cause the Subscribed Channels to be received only from the satellite(s) designated by TVTN from time to time and shall ensure distribution throughout its Distribution Systems on separate, dedicated channel(s) for reception by all its Subscribers.
- 15.4 The DPO shall not change the CAMs and / or VCs from one Equipment to another or from one slot of the CAM in the Equipment to the next slot in the same Equipment. Such change would amount to breach unless authorized by TVTN or TVTN's authorized agent STAR.
- 15.5 The Parties acknowledge and agree that in the event DPO intends to make any changes to the Addressable System's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the DPO shall intimate the same to TVTN's authorized agent STAR. The DPO shall implement such changes only after prior written approval from TVTN's authorized agent STAR.
- 15.6 TVTN or TVTN's authorized agent STAR may upon execution of this SLA, at the request of the DPO supply or cause to be supplied necessary Equipment to the DPO. If TVTN or TVTN's authorized agent STAR provides the Equipment, the DPO shall pay an interest free refundable security deposit to TVTN for such Equipment as may be informed by TVTN or TVTN's authorized agent from time to time. The DPO shall bear any and all costs of transportation of such Equipment to DPO premises
- 15.7 The DPO shall locate the Equipment at a location approved by TVTN or TVTN's authorized agent STAR in writing. In case the DPO requires replacement of any defective Equipment, the DPO shall pay a non-refundable service charge per Equipment for one-time replacement as may be informed by TVTN or TVTN's authorized agent to the DPO. The Equipment shall be used by the DPO exclusively for Distribution of the Subscribed Channels for which it is issued and shall at all times remain the sole and exclusive property of TVTN and the DPO shall forthwith return or destroy the Equipment to TVTN or TVTN's authorized agent upon expiry or termination of the SLA as per the provisions and procedure laid down in this SLA. The DPO shall not request for any passwords or claim ownership of any hardware and /or software being part of the Equipment. The DPO shall not, under any circumstances, uninstall, change or attempt to change parameters, reverse engineer, remove any of its hardware or software components, decompile or disassemble the Equipment or reproduce or allow the reproduction of any of them or the technology included in them or sell or exchange or transfer the Equipment in any manner whatsoever. The DPO shall not connect or attempt to connect the Equipment or any part of the Equipment to any other systems except the Distribution System authorized under this SLA. The DPO shall procure applicable insurance for the Equipment immediately upon receipt of Equipment from TVTN or TVTN's authorized agent STAR. The insurance will be valid for the entire duration of the SLA.
- 15.8 TVTN and/or TVTN's authorized agent STAR shall not be liable for any defect in the Equipment(s), which is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the DPO or any other person. In the event the Equipment(s) is lost, stolen or damaged, the DPO shall immediately inform TVTN or TVTN's authorized agent STAR. In the event the DPO desires new Equipment(s) for any Subscribed Channel forming part of the Channels, the same may be issued at the discretion of TVTN on payment of such refundable security deposit as may be specified by TVTN from time to time. In the event any

of the Equipment(s) is not in use by the DPO, the same should be returned to the concerned office of TVTN or TVTN's authorized agent STAR immediately.

- 15.9 In order to take back possession of the Equipment from the DPO or for any technical services related to the Equipment which Star may determine, the DPO shall ensure that the personnel/representative of TVTN or TVTN's authorized agent STAR are allowed free and unobstructed access to the location where the Equipment is installed and take possession of the same or undertake provision of technical service for the same. The DPO shall not interfere with such procedure. Further the DPO agrees to provide necessary cooperation including remote access to the Equipment for purposes of servicing, upgradation or monitoring and other services or timelines, as and when required by STAR.
- 15.10 The DPO shall install decoding Equipment and all other Equipment necessary to receive and distribute the Subscribed Channels at its own cost and expense. The DPO acknowledges and agrees that STBs, and their installed Content Protection Systems, used by Subscribers of the Distribution System shall prohibit the use of digital outputs. The DPO further agrees to make no use, nor authorize or permit others to make use, of the Subscribed Channels or the programming on the Subscribed Channels other than as expressly set forth in this SLA. TVTN shall have the right in its sole discretion to either suspend the transmission of any or all of the Subscribed Channels by the DPO, or terminate this SLA in accordance with the Law, if the DPO distributes any or all of the Subscribed Channels in a manner not authorized or for a purpose not specifically provided for by this SLA.
- 15.11 The DPO shall use its best efforts to maintain for the Subscribed Channels, the quality standard afforded to other channels of the same genre in a non-discriminatory manner. The DPO shall use reasonable efforts to maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule

16 Anti-Piracy

- 16.1 In order to prevent theft, Piracy, unauthorized Exhibition, copying or duplication of any Subscribed Channel, in whole or in part, the DPO shall, prior to the commencement of the Term of the SLA and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery, security systems and Content Protection Systems, as may be specified from time to time, by TVTN.
- 16.2 The DPO shall adhere to the Anti-Piracy Obligations and Content Protection Systems set out in **Annexure F** of the SLA.
- 16.3 DPO shall deploy finger printing mechanisms to detect any Piracy through its Distribution System at least every ten (10) minutes on 24 x 7 x 365 basis. On detection of any Piracy of Subscribed Channels, the DPO shall, within 1 hour of detection of Piracy, report the same to TVTN and/or TVTN's authorized agent STAR.
- 16.4 DPO shall not authorize, cause or suffer any portion of any of the Subscribed Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for Distribution by DPO at the time the Subscribed Channels are made available. If DPO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, DPO shall within ten (10) minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, notify TVTN or TVTN's authorized agent STAR and the DPO shall also switch off the concerned STB to prevent such unauthorized use.
- 16.5 If so instructed by the Information by TVTN and/or TVTN's authorized agent STAR, the DPO shall shut off or de-authorize the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time it receives such instruction from TVTN and/or TVTN's authorized agent STAR.

- 16.6 In instances where the DPO is the only Party that is allowed to initiate and pursue legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the DPO agrees to initiate such legal action and TVTN and/or its authorized agent STAR will provide all necessary assistance. TVTN and its authorized agent STAR plans to actively combat Piracy of the Subscribed Channels in the Territory and the DPO agrees to work closely with TVTN and its authorized agent STAR and comply with its directions in relation such efforts.
- 16.7 The DPO agrees and undertakes not to indulge in any Piracy of Channels and shall not indulge in any activity, including but not limited to causing spill-over of the Channels beyond the Territory, which has the effect of, or which may result into, infringement and violation of rights of TVTN under the Trademarks Act, 1999 and Copyright Act.
- 16.8 Any breach of the covenants set forth in the Clause 16 shall be construed as material breach of this SLA and the DPO recognizes that such breach shall cause material and substantial loss to TVTN. 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 TVTN, fair pre-estimated damages equal to Subscription Fee payable by the DPO to TVTN for each day of default calculated on a pro-rata basis to compensate TVTN.
- 16.9 Provided that nothing stated in clause amounts to any waiver by TVTN of its right to deactivate the signals of Channels as per applicable Law.

17 Intellectual Property

- 17.1 The DPO acknowledges that any and all right, title and interest in and to the Channel Marks, including names of and titles of the Subscribed Channel's content and any other names, logos, get-up and marks associated with the Channels, vest exclusively in TVTN.
- 17.2 Unless notified to the contrary by TVTN, in all trade references, advertising, promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by TVTN and/or its licensors, as the case maybe shall have the sole right to re-brand or rename any Subscribed Channel during the Term of this SLA.
- 17.3 The DPO shall not claim adversely to or challenge the rights of TVTN, any agent of TVTN or TVTN's program and Channels with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the DPO, the DPO agrees that such rights are the exclusive property of TVTN of such names and marks and agrees to renounce such rights.
- 17.4 The DPO shall not use any material containing any of the Intellectual Property without the prior written consent of TVTN. The DPO shall not use any Intellectual Property as part of a corporate name or of a trade name, register or attempt to register or use, directly or indirectly and whether within or outside the Territory, any of the Marks (or any other marks or logos which are, in the opinion of TVTN, confusingly similar to or incorporate any of the Marks) either alone or in combination with any other mark, device or other thing. TVTN reserves the right to inspect any such material at any time without prior notice.
- 17.5 The DPO shall include appropriate copyright and other legal notices as TVTN may require. The DPO shall within seven (7) days after termination of this SLA return to TVTN or, at TVTN's request, immediately destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of TVTN are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to TVTN all interest in and to any graphic representation created by or for the DPO of any Intellectual Property.

18 Termination, Suspension

- 18.1 This SLA shall stand terminated due to the efflux of time at the end of the Term.

- 18.2 TVTN shall have the right to terminate this SLA and/or suspend the signals of Subscribed Channels by giving written notice in accordance with applicable Law if:
- 18.2.1 TVTN suspends re-transmission/broadcast of such Subscribed Channels in the Territory;
 - 18.2.2 DPO defaults in making payment of Subscription Fee on the Due Date;
 - 18.2.3 The DPO breaches any of its material obligations under this SLA including the compliance with Audit requirements (as set out in the SLA), Subscriber Reports, transmitting signals of Subscribed Channels outside the Territory; Anti-Piracy Obligations and compliance of applicable Laws;
 - 18.2.4 the bankruptcy, insolvency or appointment of receiver over the assets of the DPO;
- 18.3 DPO shall have the right to terminate this SLA as per applicable Law, on written notice to TVTN's authorized agent STAR if:
- 18.3.1 DPO discontinues its business;
 - 18.3.2 TVTN is in breach of its material obligations under this SLA;
 - 18.3.3 in case of bankruptcy, insolvency or appointment of receiver over the assets of TVTN.
- 18.4 The right of TVTN to terminate this SLA shall be in addition to, and without prejudice to any other rights or remedies available to TVTN under this SLA or Law.

19 Effect of Termination

19.1 Upon termination of the SLA:

- 19.1.1 Any Distribution of the Channel(s) by the DPO and its Affiliates and LCOs, shall be unauthorized and illegal and the DPO shall cease to distribute or market the Channel(s) to the Subscribers in the Territory, whether directly or indirectly;
- 19.1.2 The DPO shall within seven (7) days from the date of termination deliver to TVTN's authorized agent all due and pending Subscriber Reports;
- 19.1.3 DPO shall pay all pending payments including interest and fair estimated damages accrued to TVTN till date of deactivation;
- 19.1.4 All materials and information pertaining to TVTN including Confidential Information, and Intellectual Property which are in the possession of the DPO shall forthwith be returned to TVTN and the DPO shall cease to use the same;
- 19.1.5 TVTN shall, in addition to and without prejudice to any other rights and remedies available under Law, be entitled to receive all outstanding monies due to TVTN including without limitation the Subscription Fee, or part thereof, interest and fair estimated damages due or to become due under the SLA and any amount due to TVTN shall immediately become payable on the date of termination;
- 19.1.6 The DPO shall forthwith return to TVTN or TVTN's authorized agent STAR all the Equipment in the same condition as they were made available by TVTN and/or TVTN's authorized agent STAR subject to normal wear and tear or dispose/destroy the Equipment as may be instructed by TVTN and/or TVTN's authorized agent STAR and provide necessary evidence of such disposal/destruction;
- 19.1.7 The Parties shall immediately cease to make any representations that they are associated with each other in the Territory;
- 19.1.8 Termination of the SLA shall not absolve the DPO of its obligations under the SLA.
- 19.1.9 The rights to Audit shall survive such Termination and / or Suspension for a period of two years post such an event.

20 Renewal

The Parties shall execute new subscription license agreement prior to the expiry of this SLA. If the Parties fail to execute new subscription license agreement prior to expiry of this SLA, TVTN shall disconnect the signals of the Subscribed Channels to the DPO's network, and the DPO shall, at least fifteen (15) days prior to the

date of such proposed disconnection, through scrolls on the Subscribed Channels, inform the Subscribers of the date of expiry of this SLA and the date of disconnection of the signals of the Subscribed Channels.

21 Representations / Warranties and Obligations of the Parties

21.1 Each Party represents and warrants to the other Party that:

- 21.1.1 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 SLA;
- 21.1.2 upon execution hereof, this SLA shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;
- 21.1.3 it has obtained, and shall maintain in full force, during the Term of this SLA, all approvals and consents necessary to perform its obligations under this SLA and operate the business it is conducting in connection with this SLA, as applicable and no consent, authorization, license or approval of any Government Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this SLA.

21.2 The DPO further acknowledges, covenants, represents and warrants that:

- 21.2.1 neither the DPO nor any director(s), officers(s), agents(s), employees(s), or any other persons(s) acting for or on behalf of the foregoing has (a) offered, paid, promised to pay, or authorised the payment of any money or anything of value, to any government official or Government Authority or any political party or any third party for the purpose of influencing any act or decision of such Government Authority or political party or any third party in relation to the Services or direct business to any person, in each case where such payment , offer or promise is prohibited under any applicable Law to which such entity is subject; or (b) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws.
- 21.2.2 the DPO, its director(s), officer(s), agents(s), employees or any other person acting for or on behalf of the foregoing has complied and shall continue to (a) comply with all applicable anti-bribery and anti-corruption laws and regulations; and (b) engage only in legitimate business and ethical practices in commercial operations, in relation to dealing with any governmental officials or Government Authorities or third parties pursuant to and in relation to the services provided under this SLA.
- 21.2.3 for the Term of the SLA, the DPO shall be in compliance of applicable Laws including the QoS Regulations.
- 21.2.4 the DPO shall not cause Exhibition of the Channels via any medium other than the Distribution System.
- 21.2.5 the DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving Channels.
- 21.2.6 the DPO has obtained all necessary rights, licenses and permissions relevant to Distribution of the Subscribed Channels on its Distribution System and has submitted all the documents set out in Part A of the **Annexure H** at the time of execution of the SLA, along with the signed copy of the SLA. The DPO shall furnish such other documents/information as and when required by TVTN and/or its authorized agent STAR, at its sole discretion.
- 21.2.7 the DPO has not received any written notice from any Government 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.

- 21.2.8 the Distribution Systems used by the DPO to exercise the rights under this SLA meet the requirements of applicable Laws, as amended from time to time, including without limitation, the Interconnection Regulations and the SLA. The DPO shall not make available any unencrypted signals or feed from its Distribution System in contravention of applicable Law, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs.
- 21.2.9 the DPO shall maintain for the Subscribed Channel(s) first-class signal transmission quality in accordance with the highest international industry standards, subject to the TVTN delivering the signals of Subscribed Channel(s) to the DPO of a quality sufficient to permit the DPO to reasonably comply with such standards. The DPO shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% (ninety nine point nine five percent) reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 (twenty two) minutes per Month) without any interruption or deviation from the daily transmission schedule and shall immediately notify TVTN of any degradation to any of the Subscribed Channel(s)' signals.
- 21.2.10 the DPO shall upon termination or expiry of the SLA forthwith return to STAR all the Equipment in the same condition as they were made available by STAR subject to normal wear and tear or dispose/destroy the Equipment as may be instructed by STAR and provide necessary evidence of such disposal/destruction.
- 21.2.11 the DPO shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the DPO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).
- 21.2.12 the DPO undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any the DPO bouquet that contains any channel with pornographic content or any gambling service.
- 21.2.13 the DPO has not been convicted of any offence by any competent court.
- 21.2.14 the DPO is financially solvent and is capable of discharging its payment obligations under this SLA.
- 21.2.15 the DPO shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of TVTN and shall not remove or shift any Equipment used to avail of the Services, without the prior written consent of TVTN;
- 21.2.16 the DPO shall not shift, remove, modify, misuse or tamper with the Equipment used to avail of the Services including the paper seal to prevent opening of the Equipment or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from;
- 21.2.17 the DPO shall ensure that the CAS and SMS system deployed, will comply with the requirements laid down under the Interconnection Regulations (as amended from time to time), effective from such implementation date as notified by TRAI and provide certification post testing as per the Interconnection Regulations.
- 21.2.18 as on the effective date of the SLA and for the Term, the DPO, its shareholders, promoters, directors and key managerial personnel/ partners do not, and shall not, have any conflict of interest in terms of the BCCI Conflict of Interest Rules and that the DPO is not in any manner associated with/ related to

the BCCI, the IPL governing council or with any of the BCCI's full members, associate members, and/or affiliate members, or any of their officials. For the purposes of this clause, "BCCI" shall mean the Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India; and "BCCI Conflict of Interest Rules" means the BCCI Rules on Conflict of Interest as may be amended/revised/updated/substituted by BCCI from time to time. In the event there is any such conflict of interest during the Term, the DPO shall (a) forthwith notify TVTN and its Authorized Agent STAR of the same in writing and (b) procure necessary approvals (if required) under the BCCI Conflict of Interest Rules. However, TVTN and its Authorized Agent STAR shall have the option to forthwith terminate the SLA without notice at its discretion in the event that any such conflict of interest is notified to it by the DPO or if such conflict of interest otherwise comes to the TVTN and its Authorized Agent STAR's knowledge

- 21.2.19 all information which has been provided by the DPO to TVTN and/or TVTN's authorized agent STAR in connection with this SLA 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.
- 21.2.20 the obligations of the DPO under this SLA are integral and necessary for protecting the value of the Channels and the content of the Channels;
- 21.2.21 all restrictions imposed on the DPO and all obligations of the DPO under this SLA are reasonable and justified in light of the transactions contemplated under this SLA, are non-discriminatory, and are not greater than necessary for the legitimate preservation of the value of the Channels and the content of the Channels;
- 21.2.22 the DPO has carefully read the terms of this SLA and has evaluated all considerations relating to the SLA by the DPO to the terms of this SLA, and the DPO has such knowledge and experience in financial, business and industry matters that it is capable of evaluating the merits and risks of agreement to the terms of this SLA;
- 21.2.23 the DPO has consulted and obtained advice from its own advisers, including legal, financial, tax and technical advisors and experts, as to all matters, including all obligations of the DPO, under this SLA and on that basis believes that the terms of this SLA are suitable and appropriate for the DPO.

22 Change of Control and Independent Affiliate

- 22.1 The DPO shall not, without the prior written consent of TVTN, directly or indirectly, including through a subsidiary, enter into or propose to enter into a Change Event. In which event, TVTN reserves its right to deactivate the signals of its Channels as per applicable Laws.
- 22.2 Further, the DPO agrees and acknowledges that the DPO shall be entitled to connect or make available the signals of Channels through the Distribution System to any Independent Affiliate only upon execution of a written agreement and clearance of all the outstanding amounts payable by the Independent Affiliate to TVTN until such time the Independent Affiliate was availing the signals of Channels under their agreement with TVTN. Any breach by or on the part of the DPO with regard to the above covenants shall be construed as material breach of this SLA causing substantial loss to TVTN. 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 as set out above, the DPO shall be liable to pay TVTN, the entire outstanding amounts payable by the Independent Affiliate to TVTN, within three (3) days from the date DPO connects with the Independent Affiliate.

23 Governing Law, Jurisdiction and Dispute Resolution

The rights and obligations of the Parties under the SLA shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of this SLA. Nothing contained in this SLA shall be construed as restricting or limiting the right of TVTN to take action for violation of its rights by the DPO under applicable Laws.

24 Regulatory Intervention

In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, Laws, ordinances, rules, by-laws or regulations, tax reforms determination or change in classification of goods or services under GST (“Change in Law”) of any government or statutory authority in India including but not limited to the MIB and TRAI or any final un-appealable order of any competent court or tribunal which would have a material effect on either of the Parties, then the Parties shall amend this SLA or execute fresh SLA to comply with such Change in Law from the effective date of Change in Law, as mandated under the applicable Laws.

25 Indemnification

- 25.1 The DPO shall without any limitations as to time period or amounts, keep and hold TVTN and/or TVTN’s authorized agent STAR and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney’s fees) arising out of any misrepresentation or fraud committed by the DPO, or actual or alleged breach of any terms of this SLA by the DPO (including but not limited to breach of any representation and warranty provided by the DPO to TVTN and/or TVTN’s authorized agent STAR).
- 25.2 It is expressly understood and agreed between the Parties that TVTN and its authorized agent STAR shall have no liability or obligation whatsoever under this SLA, towards the DPO, the Subscribers or any other person or Government Authority, arising from and/or in respect of:
- 25.2.1 any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow TVTN’s and/or TVTN’s authorized agent STAR’s instruction, or any use of the Equipment with any apparatus or Equipment not authorized by TVTN and/or TVTN’s authorized agent STAR, in which event TVTN shall not be under any obligation to provide the DPO with any other Equipment;
 - 25.2.2 any delay or failure in the performance of this SLA caused by any reason or event beyond the control of TVTN;
 - 25.2.3 deactivation, disconnection, interruption of the Channels or termination of this SLA by TVTN in accordance with the terms of this SLA for any reason whatsoever (including without limitation on account of the non-payment of Subscription Fee by the DPO or on account of any other breach of this SLA by the DPO); or
 - 25.2.4 failure on the part of the DPO to maintain the licenses and approvals required under applicable Law.
- 25.3 The DPO undertakes that it shall be solely responsible for 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. Nothing in this SLA or the contract(s) executed between the Subscriber and the DPO or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from TVTN or create any direct relationship between the Subscriber and TVTN.

26 Limitation of Liability

- 26.1 TVTN and/or TVTN’s authorized agent STAR shall not be liable to the DPO, any Subscriber or to any other Person, 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 SLA or the provision of the Channels or inability to provide the same whether or not due to suspension,

interruption or termination of the Channels or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.

- 26.2 Without prejudice to the foregoing, the maximum aggregate liability of TVTN for proven and awarded direct damages or losses that may arise out of or in connection with this SLA shall not exceed the Monthly Subscription Fee actually paid by the DPO to TVTN hereunder.
- 26.3 The Parties herein agree that STAR under this SLA acts solely as an authorized agent of TVTN and any act done by STAR under this SLA shall always be construed that such act done by TVTN.

27 Entire SLA and Amendment

The SLA, along with all Annexures and Forms shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements, understanding, communication oral or written, with respect thereto. No amendment of this SLA shall be valid unless prepared in writing and signed (physically or digitally) by each of the Parties.

28 Amendment of SLA

TVTN reserves its right to-

- 28.1.1 modify, amend, change the name, genre, language, definition, format, logo of Channels;
- 28.1.2 modify, amend and/or withdraw Bouquets;
- 28.1.3 modify, amend and change MRP of Channels;
- 28.1.4 modify, amend and replace the SLA or any part thereof;
- 28.1.5 launch, offer, withdraw, modify any discounts and/or Incentives and/or Promotional Offers; as per applicable Law.

29 Force Majeure

TVTN shall not be responsible for any delay in or failure of performance resulting directly or indirectly from Force Majeure Event including any failure or delay in transmission of Channel(s) by TVTN. In the event the performance of TVTN's obligation hereunder is affected by a Force Majeure Event, the same shall not relieve the DPO from, its obligations under this SLA, including payment of Monthly Subscription Fee.

30 Confidentiality

The DPO shall keep in strict confidence any Confidential Information received by it from TVTN and/or its authorized agent STAR and shall not disclose the same to any person, not being a party to this SLA. The DPO shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the DPO to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis and shall also be bound by the terms of this clause. Confidential Information shall, at all times, remain the exclusive property of TVTN and the DPO shall not acquire any rights in the Confidential Information. Notwithstanding the foregoing, disclosure may be made to the extent necessary if required by court order, government agency or securities regulating body, in which case any and all documents, information or materials disclosed shall be marked "confidential" and the DPO shall notify TVTN of its intent to disclose all or part of the SLA.

31 Notices

All notices must be in writing sent by electronic email, speed post, fax, personal delivery or courier to the following addresses, unless otherwise notified:

To **DPO:**

Address:

Attention: _____

Email: _____

To TVTN:

T.V. TODAY NETWORK LIMITED

F-26, First Floor,

Connaught Circus,

New Delhi – 110001

Email: krishan.arora@aajtak.com

To TVTN's authorized agent STAR:

STAR INDIA PRIVATE LIMITED

Star House, Urmi Estate, 95 Ganpatrao Kadam Marg,

Lower Parel (W), Mumbai, 400013, Maharashtra

Attention: Distribution Head

32 Assignment

32.1 Notwithstanding anything contained in the SLA, the DPO shall not have the right, without the prior written consent of the TVTN, to assign or transfer the SLA or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of the Clause 30, the DPO shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channel(s) and in material breach of this SLA which shall entitle TVTN to terminate the SLA and deactivate or disconnect the signals of the Subscribed Channel(s) and take any other measures as may be lawfully appropriate.

32.2 TVTN may, at any time, assign the SLA including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as TVTN vis-à-vis the DPO. Such assignment by TVTN shall be effective on and from the date as communicated in writing by the TVTN to the DPO.

33 Survivability

Clauses, 5 (Subscription Fee), 10 (Payment Terms), 13 (Audit), 17 (Intellectual Property), 21 (Representations/Warranties and Obligations of Parties), 23 (Governing Law, Jurisdiction and Dispute Resolution), 25 (Indemnification), 26 (Limitation of Liability), 30 (Confidentiality), and 31 (Notice) shall survive termination or expiration of this SLA.

For the avoidance of doubt, it is further clarified that the clauses pertaining to the Payment Terms, Subscription Fee, Audit, Intellectual Property, Representations/Warranties and Obligations of Parties, Governing Law and Jurisdiction, Indemnification, Limitation of Liability, Confidentiality, and Notice under the erstwhile agreements shall survive the erstwhile agreements executed between the Parties.

34 Specific Performance

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

35 Severability

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

36 Data Privacy

The DPO authorizes and consents to the use of its personal or sensitive personal information (“**Data**”) by TVTN and/or its authorized agent STAR including its Affiliates, agents, representatives, advisors or sub-contractors (“**Authorized Entities**”), for such lawful purposes as may be deemed necessary pursuant to this SLA including for making payments due to the DPO. The DPO understands and acknowledges that (i) the Data is the DPO’s personal or sensitive personal information as understood within the meaning of the Law(s); (ii) the DPO has voluntarily and at its option, agreed to provide the Data to the Authorized Entities for such lawful purposes as may be deemed necessary pursuant to this SLA; and (iii) the Data will or may be transferred by TVTN and/or its authorized agent STAR to another party including its Authorized Entities, for such lawful purposes as may be deemed necessary pursuant to this SLA. The use of the Data by TVTN and/or its authorized agent STAR shall be governed by the provisions of the privacy policy available at TVTN’s Website. The DPO agrees and accepts to be bound by the terms thereof.

37 Relationship between the Parties

37.1 The relationship between the Parties shall be that of a licensor and licensee. Nothing contained in this SLA will be construed as to constitute the DPO and TVTN and/or its authorized agent STAR as a joint venture, partners or agents, franchisee nor will any similar relationship be deemed to exist between the DPO and TVTN and/or its authorized agent STAR. TVTN and/or its authorized agent STAR shall not be held responsible or liable to the DPO or to any third person for any expense incurred by the DPO unless specifically set forth in this SLA including any Annexure(s) or Schedule(s), nor will TVTN and/or its authorized agent STAR be held responsible or liable to the DPO or to a third person for or on account of any of the DPO’s employees or agents. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with TVTN and/or its authorized agent STAR by virtue of this SLA or by TVTN’s delivery of the Subscribed Channel(s) to the DPO. This SLA between TVTN and the DPO is on principal to principal basis and is terminable in nature.

37.2 Further it is expressly agreed that the DPO is, subject to the terms and conditions of this SLA, making available the Subscribed Channel(s) to its Subscribers in its own right and in the course of its own business. The DPO is not acting on behalf of TVTN and/or its authorized agent STAR. It is expressly agreed and understood that TVTN and/or its authorized agent STAR has not given to the DPO any right to represent TVTN and/or its authorized agent STAR in any manner. Accordingly, any margin (including the discount / incentive that the DPO is, upon the fulfilment of the terms and conditions of the SLA, entitled to and the Distribution Margin) earned by the DPO from the Subscribers under the SLA is not a commission or amount paid in any manner to the DPO by TVTN and/or its authorized agent STAR.

38 No Waiver

The failure of either Party to insist, in any one or more instances, upon performance of any of the provisions of this SLA or to enforce any such provisions shall not result in the relinquishment of any such rights, shall not make such provisions or rights obsolete and such provisions and rights shall continue and remain in full

force and effect. No single or partial exercise by either Party of any right or remedy shall preclude any other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this SLA (or the consequences of any such breach as provided for in this SLA) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this SLA.

IN WITNESS WHEREOF, the Parties hereunto have set their hands towards execution of the SLA.

Signed For and on behalf of DPO	Signed For and on behalf of T.V. TODAY NETWORK LIMITED through its authorized agent, Star India Private Limited
Sign	Sign
Name	Name
Title	Title
Date	Date

SCHEDULE I

Interconnect Agreement details

Subscription License Agreement dated _____ for the period commencing from _____ to _____, including amendments (if any), executed between TVTN and DPO.

SCHEDULE II
Invoice Address and GSTIN

S. No.	States / Union Territories ("UT") within the Territory	GSTIN (to be used for billing the subscribers for these States/UT)	Full Address for this location as per GST registration certificate
1.	Andaman & Nicobar Islands		
2.	Andhra Pradesh		
3.	Arunachal Pradesh		
4.	Assam		
5.	Bihar		
6.	Chandigarh		
7.	Chattisgarh		
8.	Dadra & Nagar Haveli		
9.	Daman & Diu		
10.	Delhi		
11.	Goa		
12.	Gujarat		
13.	Haryana		
14.	Himachal Pradesh		
15.	Jammu & Kashmir		
16.	Jharkhand		
17.	Karnataka		
18.	Kerala		
19.	Lakshadweep		
20.	Madhya Pradesh		
21.	Maharashtra		
22.	Manipur		

23.	Meghalaya		
24.	Mizoram		
25.	Nagaland		
26.	Odisha		
27.	Puducherry		
28.	Punjab		
29.	Rajasthan		
30.	Sikkim		
31.	Tamil Nadu		
32.	Telangana		
33.	Tripura		
34.	Uttar Pradesh		
35.	Uttarakhand		
36.	West Bengal		

Please attach the attested copies of the GST registration certificate(s) of the GSTINs provided above.

ANNEXURE A

CHANNEL(S)

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	Aaj Tak	0.75	0.60	Hindi (News & Current Affairs)	
2.	Good News Today	0.25	0.20	Hindi (News & Current Affairs)	
3.	India Today	1.5	1.20	English (News & Current Affairs)	

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	Aaj Tak HD	2.0	1.60	Hindi (News & Current Affairs)	

B. Channels on Bouquets basis

The bouquets offered by TVTN are listed hereunder:

SD Bouquets

1.	Hindi News Aaj Tak Pack			
Channels comprised in Bouquet	Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	DPO to select the Bouquet (Yes/No)	
Aaj Tak	0.75	0.60		
Good News Today				

2.	English News India Today Pack		
Channels comprised in Bouquet	Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	DPO to select the Bouquet (Yes/No)
Aaj Tak	1.75	1.40	
Good News Today			
India Today			

HD Bouquets

1.	Hindi News HD Aaj Tak HD Pack		
Channels comprised in Bouquet	Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	DPO to select the Bouquet (Yes/No)
Aaj Tak HD	2.0	1.60	
Good News Today			

2.	English News HD India Today Pack		
Channels comprised in Bouquet	Maximum Retail Price (MRP) of Bouquet (in INR) per Subscriber per month	DPO List Price (in INR) per Subscriber per month	DPO to select the Bouquet (Yes/No)
Aaj Tak HD	2.5	2.0	
Good News Today			
India Today			

Note:

- (i) MRP is per subscriber per month and the same is exclusive of all applicable indirect taxes including but not limited to GST, cess, charges, levies, duties, or similar taxes, as applicable. All applicable taxes shall be charged by TVTN and payable by DPO.
- (ii) This above applicable rates of the Channels rate card shall be read with the Interconnection Regulations as amended and Tariff Order as amended.

ANNEXURE B

TERRITORY

Details of agreed areas for Distribution of Subscribed Channels by the DPO

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

ANNEXURE C
INCENTIVE

To enhance access to diverse content comprised in the Channels, TVTN is offering Incentive as per applicable Law to the DPO as set out herein below. TVTN 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): _____

By mentioning Yes, the DPO represents and agrees that:

1. The DPO has gone through the Incentive offered by TVTN in its entirety and in true spirit and is desirous of availing the Incentives under this SLA.
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 in **Table B in Annexure C** to STAR who is the authorized agent of TVTN.
3. On such compliance, the DPO shall share the Qualifying Reports with TVTN's authorized agent STAR for calculation of the applicable Incentive. Basis the calculations provided by TVTN's authorized agent STAR to DPO and subject to eligibility, TVTN's authorized agent STAR 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 TVTN within 3 days from date of receipt of said intimation from TVTN's authorized agent STAR. The DPO's invoice towards such Eligible Incentive Value shall refer to the GSTIN of TVTN included in the TVTN'S invoice towards Subscription Fee.
4. The Eligible Incentive Value shall be adjusted against the outstanding Subscription Fees payable by the DPO to TVTN, 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 C 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 TVTN 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 TVTN, 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 TVTN to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on TVTN) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to TVTN under its appropriate GST registration under applicable laws for non-payment of taxes charged to TVTN 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 TVTN gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the DPO as above, then TVTN 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 TVTN only after the credit is reflected on GSTN platform.
7. Eligible Incentive Value to be paid by TVTN shall be subject to deductions as prescribed under any applicable law including but not limited to GST and Income Tax Act, 1961.
8. If at any time during the course of this SLA, the DPO registers itself as a "Casual Taxable Person" for the purpose of GST pursuant to its performance under this SLA, then all invoices will be raised by the DPO for incentive while it is validly registered as a "Casual Taxable Person".
9. If TVTN has already paid the Eligible Incentive Value and there is a decrease in the same, then DPO will issue to TVTN a credit note for the differential amount. The credit note should be issued in accordance with applicable Laws.

10. If there is an increase in Eligible Incentive Value due to provision of additional [services/goods], then the DPO will issue to TVTN a debit note for the differential amount. The debit note should be issued in accordance with applicable Laws.
11. 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 TVTN 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 TVTN will not be required to pay any such taxes and such taxes will be borne by the DPO.
12. The DPO shall nominate a person who will be single point of contact for TVTN for all communication regarding any discrepancy on GSTN reporting by DPO.
13. 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.
14. 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 SLA), 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.
15. The DPO's compliance of the terms of the **Annexure C**, shall be in addition to DPO's compliance of the rest of the terms of this SLA.
16. The DPO shall not be entitled for any Incentive(s) in the event-
 - 15.1.1 The DPO fails to comply with any of the terms and conditions of the SLA and/or
 - 15.1.2 The DPO fails to meet any of the Incentive qualifying parameters and/or fails to submit the Qualifying Reports in the prescribed format in **Table B in Annexure C** on or before the Qualifying Report Deadline and/or
 - 15.1.3 There is a discrepancy between the Subscriber Reports and Qualifying Report submitted by DPO.

With reference to availing Incentive under the Annexure C by the DPO, TVTN through its authorized agent STAR shall have the right to audit the Addressable Systems, CAS, SMS and other related systems of the DPO by an auditor duly authorized by TVTN through its authorized agent STAR or Empaneled Auditor to verify the DPO's compliance of its obligations, declarations, representations and warranties under the Annexure C including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by the DPO to TVTN's authorized agent STAR 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 TVTN's rights under this SLA and applicable Laws, TVTN shall be entitled to revoke the Incentive availed by the DPO and/or if TVTN 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 TVTN of the Eligible Incentive Value already paid by TVTN.

INCENTIVE SCHEME

TVTN is offering Incentive on Subscribed A-la-Carte Channels subject to fulfilling the conditions detailed hereinbelow.

Objective	To ensure reach and access of Channels to target subscriber/consumers base of the Platform including to under-served markets.
Eligibility Condition	Providing the Qualifying Reports on or before the Qualifying Report Deadline.
Incentive Qualifying Parameters	<p>I. <u>Incentive for Focus Market</u></p> <p>DPOs shall be entitled to Penetration Incentive of 15% on the applicable subscribed A-la-carte Channels in the respective Focus Market(s) provided that the DPO satisfies the following conditions for the respective channels individually:</p> <ul style="list-style-type: none"> a) Achieving Penetration Level(s) of the respective channel as set out in Table A on its Active Platform Subscriber Base in the Focus Market where the DPO is present. b) Penetration Threshold for a channel will be calculated by adding the subscribers of the SD & HD Channel (e. Aaj Tak+Aaj Tak HD) in the market <p>II. <u>Incentive for markets other than Focus Markets (i.e. States of Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry, Andaman & Nicobar Islands)</u></p> <p>DPOs shall be entitled to Incentive of 15% on all subscribed A-la-carte Channels in markets other than Focus Market provided that the DPO submits the Qualifying Report within the Qualifying Report Deadline.</p>

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.

Focus Market shall mean the markets as set out in **Table A** where the DPO has Active Platform Subscriber Base.

Penetration Level shall mean the penetration of Subscribed Bouquets or Subscribed A-la Carte Channels achieved by the DPO in a Focus Market.

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 TVTN.

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 A

Lead Channel	Focus Market	Penetration Level Required
Aaj Tak + Aaj Tak HD	Hindi Speaking Markets (HSM) - All States & Union Territories (UT) <u>excluding</u> Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry, Andaman & Nicobar Islands	75%
Good News Today	Hindi Speaking Markets (HSM) - All States & Union Territories (UT) <u>excluding</u> Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala, Lakshadweep and Puducherry, Andaman & Nicobar Islands	75%
India Today	All India	10%

TABLE B

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 7th	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	Bouquet Name	Subs Count	Subs Count as	Subs Count as	Subs Count as	Month
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	Code		as on 7th	on 14 th	on 21st	on 28th	& 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-l-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

Templates of all Qualifying Reports (in Microsoft Excel):

The DPO can obtain the Qualifying Reports format in Microsoft Excel upon request from TVTN and also available on TVTN’s Website.

ANNEXURE D

Addressable System Requirements

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

1. The DPO shall ensure that the current version of the CAS, in use, do not have any history of hacking.

Explanation: A written declaration available with the MSO from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The DPO shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The DPO shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the distributor within 24 hours.
9. The STB and STB viewing card shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - a) Unique customer identification (ID)
 - b) Subscription contract number
 - c) Name of the subscriber
 - d) Billing address
 - e) Installation address
 - f) Landline telephone number
 - g) Mobile telephone number

- h) E-mail address
 - i) Channels, bouquets and services subscribed
 - j) Unique STB number
 - k) Unique STB viewing card number.
12. The SMS should be capable of:
- a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - b. Locating each and every STB and STB viewing card installed.
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
- a. The total number of registered subscribers.
 - b. The total number of Active Subscribers.
 - c. The total number of temporary suspended subscribers.
 - d. The total number of deactivated subscribers.
 - e. List of blacklisted STBs in the system.
 - f. Channel and bouquet wise monthly subscription report in the prescribed format.
 - g. The names of the channels forming part of each bouquet.
 - h. The total number of Active Subscribers subscribing to a particular channel or bouquet at a given time.
 - i. The name of a-la carte channel and bouquet subscribed by a subscriber.
 - j. The ageing report for subscription of a particular channel or bouquet.
14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
15. The CAS shall be able to tag and blacklist STB viewing card numbers and STB numbers that have been involved in piracy in the past to ensure that such STB viewing card or the STB cannot be re-deployed.
16. It shall be possible to generate the following reports from the logs of the CAS:
- a. STB-STB viewing card Pairing / De-Pairing
 - b. STB Activation / De-activation
 - c. Channels Assignment to STB
 - d. Report of the activations or the deactivations of a particular channel for a given period.

17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
19. The DPO shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.
20. Upon deactivation of any subscriber from the SMS, all programme/services shall be denied to that subscriber.
21. The DPO shall preserve unedited data of the CAS and the SMS for at least two years.

B) Fingerprinting:

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

Provided that only the encoders deployed after coming into effect of Interconnection Amendment Regulations shall support watermarking network logo for all pay channels at the encoder end.

C) Set Top Box (STB):

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Head-end.
5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

ANNEXURE E

Report Formats

A: Monthly subscription reports of channels or bouquets to be provided by the DPO to TVTN’s authorized agent STAR.

Reported Month: _____ Year: _____

Date of generation of Report: _____

Date of submission of Report by the DPO: _____

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

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	TVTN Bouquet(s) that are part of the DPO Bouquet	TVTN A la carte channel(s) that are part of the DPO Bouquet	Number of unique Active Subscriber s of the Subscribed DPO Bouquet on 7 th day of the month	Number of unique Active Subscriber s of the Subscribed DPO Bouquet on 14 th day of the month	Number of unique Active Subscriber s of the Subscribed DPO Bouquet on 21 st day of the month	Number of unique Active Subscriber s 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.								

For all of the above Tables 1 & 2: Separate reports for the following markets are required -

- Andaman & Nicobar Islands
- Andhra Pradesh
- Arunachal Pradesh
- Assam
- Bihar
- Chandigarh
- Chattisgarh
- Dadra & Nagar Haveli
- Daman & Diu
- Delhi
- Goa
- Gujarat
- Haryana
- Himachal Pradesh
- Jammu & Kashmir
- Jharkhand
- Karnataka
- Kerala
- Lakshadweep
- Madhya Pradesh
- Maharashtra
- Manipur
- Meghalaya

- Mizoram
- Nagaland
- Odisha
- Puducherry
- Punjab
- Rajasthan
- Sikkim
- Tamil Nadu
- Telangana
- Tripura
- Uttar Pradesh
- Uttarakhand
- West Bengal

ANNEXURE F

Anti-piracy obligations and Content Protection Systems

A. Anti-Piracy Obligations

DPO undertakes to adhere to all anti-piracy and security obligations as set out hereunder:

1. It shall take all appropriate and necessary steps and measures to prevent piracy or any other violation of intellectual property rights of the Channels, directly or indirectly. DPO further states that the STB shall have a provision that finger printing is never disabled.
2. If a Set Top Box (STB) is involved or used in piracy or unauthorized distribution of the Services in any manner whatsoever or if TVTN requests de-authorization or disconnection of a STB, DPO undertakes to de-authorize or disconnect the relevant STB, within 6 hours (during high impact television events agreed by Parties in advance and within 24 hours under normal circumstances) of becoming aware of such piracy/unauthorized distribution or of receiving TVTN's request (as the case may be).
3. DPO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorised viewing of the Channels, distributed/transmitted through its Distribution System on a regular daily basis. The finger printing should not be removable by pressing any key on the remote and should be on the top most layer of the video. It should be such that it can identify the unique STB number or the unique STB viewing card number.
4. DPO shall ensure that the location of the finger printing is changeable from the Distribution System and should be random on the viewing device and should also be able to give the numbers of characters as to identify the unique STB and/ or the viewing card. Further, the finger printing should be possible on global as well as on the individual STB basis and the overt finger printing and on screen display (OSD) messages of the respective broadcasters should be displayed without any alteration with regard to the time, location, duration and frequency (within technical limitations of the receiver in use for reception of services).
5. DPO agrees to comply with the following STB requirements that:
 - a. All its STBs shall have embedded Conditional Access.
 - b. The STB will be capable of decrypting the Conditional Access inserted by the Headend.
 - c. The STB will be capable of doing Finger printing. The STB will support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
 - d. The STB will be individually addressable from the Headend.
 - e. The STB will be able to take the messaging from the Headend.
 - f. The STB is BIS compliant.
 - g. The STBs will be addressable over the air to facilitate Over The Air (OTA) software upgrade.
 - h. The messaging character length should be minimal 120 characters.
 - i. There should be provision for global messaging, group messaging and the individual STB messaging
 - j. The STB should have forced messaging capability including forced finger printing display.
 - k. The STBs with facilities for recording the programs shall have a copy protection system.
6. The DPO undertakes that:
 - a. The current version of the conditional access system does not have any history of hacking.
 - b. The fingerprinting does not get invalidated by the use of any device or software.

- c. The STB & STB viewing card are paired from head-end to ensure security.
- d. The SMS and CAS are integrated for activation and deactivation process from SMS simultaneously through both the systems. Further, the CAS is independently capable of generating log of all activations and deactivations.
- e. It has the capability of upgrading the CAS in case of a known incidence of hacking.
- f. The SMS & CAS are capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
- g. The SMS is computerized and capable to record the vital information and data concerning the subscribers such as:
 - i. Unique Customer ID
 - ii. Subscription Contract No.
 - iii. Name of the subscriber
 - iv. Billing Address
 - v. Installation Address
 - vi. Landline No.
 - vii. Mobile No.
 - viii. Email ID.
 - ix. Service /Package subscribed to
 - x. Unique STB No.
 - xi. Unique STB viewing card No.
- h. The SMS is able to undertake the:
 - i. Viewing and printing historical data in terms of the activations, deactivations etc.
 - ii. Location of each and every STB/STB viewing card unit
 - iii. The SMS is capable of giving the reporting at any desired time about:
 - 1. The total no subscribers authorized.
 - 2. The total no of subscribers on the network.
 - 3. The total no of subscribers subscribing to a particular service at any particular date.
 - 4. The details of channels opted by subscriber on a-la carte basis.
 - 5. The package wise details of the channels in the package.
 - 6. The package wise subscriber numbers.
 - 7. The ageing of the subscriber on the particular channel or package.
 - 8. The history of all the above-mentioned data for the period of the last 2 years.
- i. The SMS and CAS are able to handle at least one million concurrent subscribers on the system.
- j. Both CAS& SMS systems are of reputed organization and have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
- k. The CAS system provider is able to provide monthly log of the activations.
- l. The SMS is able to generate itemized billing such as content cost, rental of the Equipment(s), taxes etc.
- m. The CAS& SMS system suppliers have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- n. CAS & SMS have the provision to tag and blacklist STB viewing card numbers and STB numbers that have been involved in piracy in the past to ensure that the STB viewing card or the STB cannot be re-deployed.

B. 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 Channels and Subscribed Channel's content. DPO and TVTN 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 Channels 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 TVTN.

2. DRM Specifications

DPO shall provide a digital rights management software application license to TVTN ("DRM"). Any changes to such DRM shall be intimated to TVTN 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 TVTN 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 TVTN'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.

4. Security Breaches.

DPO shall notify TVTN and investigate the matter as soon as reasonably practicable but in no event later than 24 hours after DPO becomes aware of any security breach (e.g. circumvention, breach or failure of its security systems, CAS or copy control systems, the Approved DRM, the usage rules, or DPO's servers affecting the Channels (a "Security Breach"). TVTN shall have the right to require DPO to suspend the exhibition of the Channels via the Distribution System until the Security Breach is remedied. TVTN's exercise of its right to require DPO to suspend the exhibition of the Channels and hereunder shall in no event lengthen the Term under this SLA.

ANNEXURE G
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):

<u>Channel</u>	<u>IRD/PIRD/CAM No.</u>	<u>Viewing Card No.</u>	<u>IRD/PIRD placed Headend Details</u>	
			Name of the Headend	Address of the Headend

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

ANNEXURE H

Part A- 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 SLA
- 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 vendor.
- 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 Authorisation 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

Part B - Additional Disclosures

Conflict of Interest: Whether the DPO is a related party to any TVTN employee?

Yes

No

If yes, please provide details:

Whether the DPO is a state-owned enterprise or a Govt Company?

If yes, please provide details:

Whether Key Management Personnel from DPO is a Govt Official?

If yes, please provide details:

For DPO