

**REFERENCE INTERCONNECT OFFER OF TV TODAY NETWORK LIMITED
FOR INTERNET PROTOCOL TELEVISION OPERATOR**

Preamble

WHEREAS TV Today Network Limited (“TVTN”) is the owner/licensee of various rights under the Copyright Act, 1957, in respect of its Television Channels.

WHEREAS various DPOs are desirous of retransmitting signals of TVTN’s Television Channels, to their respective subscribers.

AND WHEREAS by virtue of Telecommunication (Broadcasting and Cable Services) Interconnection (Addressable Systems) Regulations, 2017 (“**Interconnection Regulations 2017**”) read with (i) the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (“**Tariff Order 2017**”), 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 TVTN’s Television Channels. Accordingly, the present Reference Interconnect Offer (“**RIO**”) is being offered and published by TVTN for and on behalf of 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. 4135/17, 4091/17, 7017/17 and 6915/2017 pending before Hon’ble Delhi High Court
- ii. Civil Appeal Nos. 2847-2854 of 2011, 7247 of 2011 and 003896 – 003903 of 2011 in the Hon’ble Supreme Court;
- iii. Proceedings before Hon’ble Delhi High Court, Hon’ble Supreme Court and Hon’ble Telecom Disputes Appellate and Settlement Tribunal (“**TDSAT**”) being Writ Petition No. 5161 of 2014, Writ Petition (C) 506/2016, Civil Appeal Nos. 3728 of 2015, Appeal No. 4(C) of 2015 and Appeal No. 5 (C) of 2015 respectively;
- iv. Appeal No. 1 and 2 of 2016 pending before the Hon’ble TDSAT.
- v. Diary No. 45641/2018 pending before the Hon’ble Supreme Court.

Kindly note that the terms and conditions of the present RIO is without prejudice and subject to the final outcome of the Writ Petition (L) Nos. 116, 117, 118, 120, 124, 125, 126, 127, 147 of 2020 filed before the High Court of Judicature at Bombay and other Petitions pending before various forums challenging the amendments notified by TRAI And any further challenges arising therefrom.

Any Distributor of Television Channels, (as defined in clause 2 sub clause (s) of the Interconnection Regulations) (“**DPO**”) intending to avail the signals of TVTN’s Television Channels is required to execute a Subscription License Agreement (“**SLA**”) with TVTN, 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 TVTN’s Television Channels.

It is hereby clarified that in order to be eligible to execute this SLA and avail the signals of TVTN Television Channels, the DPO shall not be in default of payment of TVTN’s Television Channels in terms of second proviso of clause 3(2) of the Interconnection Regulations 2017. Accordingly, the DPO shall not have any outstanding amounts due and payable to TVTN for TVTN’s Television Channels 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

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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.

DECLARATION BY DPO FOR EXECUTION OF THE SLA

By downloading this SLA of TVTN and executing the same, the DPO declares and undertakes that-

- (i) The DPO's Addressable System used for distribution of the TVTN's Television Channels meets the requirements as specified in Schedule III of the Interconnection Regulations, 2017 and **Annexure D** of the Subscription License Agreement;
- (ii) The DPO is compliant with the applicable Laws and holds necessary licenses/permissions for re-broadcasting/retransmitting the signals of TVTN's Television Channels.
- (iii) The DPO is financially solvent and capable of discharging its payment obligations under this SLA.
- (iv) The DPO has not been convicted of any offence by any competent court.
- (v) DPO shall furnish all relevant documents/information set out in **Annexure I** to SLA along with the signed copy of the SLA, and shall furnish such further documents/information as and when required by TVTN, at its sole discretion.

| |
|------------|
| For _____ |
| Signature: |
| Name: |
| Date: |
| Place: |

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CONTACT DETAILS:

The DPO may reach out to the following representatives for any grievance(s) and/or availing signals of TVTN's Television Channels.

| Distribution Platform | Name | Contact No. | Email ID | Address |
|------------------------------|---------------|------------------------------|--|---|
| Internet Protocol Television | Mr. K R Arora | 0120-4807100 (Extn. 7482) | Krishan.Arora@ajtak.com | FC-8, Sector-16A, Film City, Noida-201301, Uttar Pradesh |

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SUBSCRIPTION LICENSE AGREEMENT

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

TV Today Network Limited, a company incorporated under the laws of India, 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 101-102, First Floor, Trade Avenue Building, Dr. Suren Road, Opp. Landmark Building, Chakala, Andheri East Mumbai 400093) and 29AABCT0424B1ZW (Karnataka with Address at 116-118, 1st Floor, 12, Richmond Tower, Bangalore, 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 expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns;

AND

_____, a [Sole Proprietorship Concern / Partnership Firm/ Private or Public Limited Company] incorporated/registered under the relevant act with its registered office at :

Address Line 1: _____

Address Line 2: _____

City/Town/Village _____ : _____ District: _____

Pincode: _____ State: _____

STD Code: _____ Phone No: _____

Mobile No: _____ Email id: _____

bearing PAN No _____, having GSTIN as detailed in **Annexure B** and having headend as detailed in **Annexure B** through its [Authorized Signatory/Sole Proprietor/Managing Partner/ Partners _____ (hereinafter referred to as the "**DPO**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; heirs, executors and administrators of the last surviving partner in the case of a partnership firm; its successors and permitted assigns) and having Certificate No _____ dated _____) issued by the appropriate authority under the applicable Laws and guidelines as amended from time to time .

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

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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:

The SLA consists of four parts as detailed below (together, the SLA):

- (a) PART I: Commercial Terms and Conditions
- (b) PART II: Standard Terms and Conditions
- (c) PART III: Definitions
- (d) PART IV: Forms

The Preamble, Declaration, Part I, Part II, Part III and Part IV together shall form an integral part of this SLA.

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PART I

COMMERCIAL TERMS AND CONDITIONS

1. Definitions:

For the purposes of this PART I, the capitalized terms shall have the meanings ascribed to them in **PART III of the SLA** unless otherwise expressly stated in any provision of the SLA. Any term used herein but not defined expressly shall have the meaning ascribed to it in under applicable Law.

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.

3. Subscribed Channels/ Subscribed Bouquets

- 3.1 The DPO agrees to subscribe to the signals of TVTN’s Television Channels (“TVTN Channels”) 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 on a monthly subscription basis and shall pay the Monthly Subscription Fee for the entire month as per the QoS Regulations 2017 in the Territory.
- 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 The DPO shall declare Distributor Retail Price per month for each of the Subscribed A-la-carte Channel and/or Subscribed Bouquet, payable by the Subscribers.
- 3.5 In the event the DPO intends to subscribe for any additional TVTN 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, in the manner prescribed on TVTN’s Website.

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 beyond the Territory without any prior written intimation to TVTN in the manner set out herein below.

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4.3 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 Part II 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. All payments shall be made by the DPO under this SLA in favour of 'TV Today Network Limited'.

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 equivalent to the DPO List Price multiplied by the Monthly Average Subscriber Level.

Illustration:

If 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:

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

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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 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 to TVTN for that particular month for Aaj Tak will be calculated as:

| | |
|---|---------------------------|
| <i>MRP of Aaj Tak</i> | <i>Rs. 0.75</i> |
| <i>Less: Distribution Margin (20% of MRP) =</i> | <i>Rs. 0.15</i> |
| <i>DPO List Price =</i> | <i>Rs. 0.60</i> |
| <i>Monthly Average Subscriber Level for Package X reported by DPO =</i> | <i>20,000 subscribers</i> |
| <i>Monthly Subscription Fee for Aaj Tak for that month =</i> | <i>Rs 12,000</i> |

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.

For Subscribed Bouquet and Incentive Scheme, refer to Illustrations under Incentive (Annexure C) to understand the calculation of the Eligible Incentive Value in case DPO has opted for a Bouquet and has availed the incentives while offering the Bouquets to its Subscribers.

5.2.3 In case the DPO breaks a Subscribed Bouquet at any time during the Term, from such date, the Channels of TVTN comprised in such Subscribed Bouquet shall be deemed as Subscribed Channels availed by DPO on A-la-carte basis and the DPO shall be liable to pay TVTN, the 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 herein above read with **Annexure A**. Upon such revision, 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

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6.1 TVTN represents that it offers various Incentives as per the Interconnection Regulations 2017, 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

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

7.2 The DPO may opt for such promotional Offer by executing the Promotional Offer scheme document.

| | |
|----------------|-----------------|
| For DPO | For TVTN |
| Sign | Sign |
| Name | Name |
| Title | Title |

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ANNEXURE A

A. TVTN Channels and A-la-Carte 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 | Please tick <input checked="" type="checkbox"/> the Channel (opted by the DPO) |
|---------|------------------------------------|---|--|----------------------------------|--|
| 1 | Aaj Tak | 0.75 | 0.6 | Hindi (News & Current Affairs) | |
| 2. | Tez | 0.25 | 0.2 | Hindi (News & Current Affairs) | |
| 3. | India Today | 1.0 | 0.8 | 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 | Please tick <input checked="" type="checkbox"/> the Channel (opted by the DPO) |
|---------|--------------------------------|---|--|--------------------------------|--|
| 1 | Aaj Tak HD | 1.50 | 1.20 | Hindi (News & Current Affairs) | |

B. TVTN Bouquets,

SD Bouquets

| | | | | |
|--------------------------------------|--|---|---|--|
| 1. | Hindi News Bouquet | | | |
| 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 | Please tick <input checked="" type="checkbox"/> the Bouquet (opted by the DPO) | |
| Aaj Tak | 0.5 | 0.4 | | |
| Tez | | | | |

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|--------------------------------------|--|---|---|
| 2. | TVTN News Bouquet | | |
| 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 | Please tick <input checked="" type="checkbox"/> the Bouquet (opted by the DPO) |
| Aaj Tak | 1 | 0.8 | |
| Tez | | | |
| India Today | | | |

HD Bouquets

| | | | |
|--------------------------------------|--|---|---|
| 1. | Hindi News HD Bouquet | | |
| 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 | Please tick <input checked="" type="checkbox"/> the Bouquet (opted by the DPO) |
| Aaj Tak HD | 1 | 0.8 | |
| Tez | | | |

| | | | |
|--------------------------------------|--|---|---|
| 2. | TVTN News HD Bouquet | | |
| 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 | Please tick <input checked="" type="checkbox"/> the Bouquet (opted by the DPO) |
| Aaj Tak HD | 1.5 | 1.2 | |
| Tez | | | |
| India Today | | | |

Note:

- (i) MRP is exclusive of all applicable indirect taxes including all but not limited to GST, cess, charges, levies, duties, or similar taxes as applicable. All such taxes, as applicable, shall be charged by TVTN and payable by DPO.
- (ii) The above Channels' rate card shall be read with the Interconnection Regulations 2017 and Tariff Order 2017.

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ANNEXURE B

TERRITORY

Part A – Details of Registered Areas of Operation of DPO as mentioned in the registration granted by MIB

| <u>Area/Town/City/ District as per registration</u> | <u>State/ Union Territory within which the Area/Town/City/District falls</u> |
|--|---|
| | |
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Part B – Details of agreed areas for Distribution of signal of Subscribed Channels by the DPO

| Specific Areas | Specific Areas within the Corresponding states/ union territories | Head-end Address from which signals of TVTN Channels are provided | Area wise subscriber base | GST IN | Addresses as per GSTIN |
|-----------------------|--|--|----------------------------------|---------------|-------------------------------|
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ANNEXURE C

INCENTIVES

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

If the DPO intends to avail Incentive, please tick against the box: YES No

By ticking against the Incentive opted by the DPO, the DPO represents and agrees that:

1. The DPO has gone through the Incentives 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 **Annexure C**.
3. The DPO's compliance of the terms of this **Annexure C**, shall be in addition to DPO's compliance of the rest of the terms of this SLA.
4. On such compliance, the DPO shall share the Qualifying Reports with TVTN for calculation of the applicable Incentives. Basis the calculations provided by TVTN to DPO and subject to eligibility, TVTN shall intimate (emails permitted) the DPO of the entitled incentive value (Eligible Incentive Value) within 7 days from the 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. 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.
5. The Eligible Incentive Value payable by TVTN in respect of Incentives 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 Agreement, the DPO registers itself as a "Casual Taxable Person" for the purpose of GST pursuant to its performance under this Agreement, then all invoices will be raised by the DPO on TVTN for incentives while it is validly registered as a "Casual Taxable Person".

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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 on TVTN 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. 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 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 on or before the Qualifying Report Deadline and/or
 - 15.1.3 There is a discrepancy between the Reports and Qualifying Report submitted by DPO.
16. With reference to availing Incentives under this Annexure C by the DPO, TVTN 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 to verify the DPO's compliance of its obligations, declarations, representations and warranties under this Annexure C including but not limited to the accuracy and validity of the monthly Qualifying Reports submitted by DPO to TVTN for availing Incentives hereunder. If during the Audit conducted by TVTN 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 Incentives 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 Incentives availed by the DPO and/or if TVTN has already paid the Eligible Incentive Value, then 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.

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Incentives Schemes on the Subscribed Bouquets

TVTN is offering the following Incentives to the DPOs on the Subscribed Bouquet(s) MRP.

1. Penetration Incentive

The total Incentives availed by the DPO will be capped at 15% for any of the Subscribed Bouquets.

PENETRATION INCENTIVE FOR SUBSCRIBED BOUQUET(S)

| | |
|--|---|
| Objective | To ensure reach and access of TVTN Channels to target subscriber/consumers base of the Platform including to under-served markets. |
| Penetration Incentive Qualifying Parameters | DPOs shall be entitled to Penetration Incentive on the Subscribed Bouquets subject to the DPO - a) Achieving the Penetration Thresholds as mentioned in Table A for the Subscribed Channels in the defined Target Market(s) of the DPO; and b) Providing the Qualifying Reports (as defined below). |
| Other conditions for availing Penetration Incentive | <ol style="list-style-type: none">1. The DPO shall only be eligible for Penetration Incentive on Subscribed Bouquets of 15% of Bouquet MRP provided that the DPO achieves Penetration Threshold as set out in Table A on the Active Platform SD Subscriber Base or Active Platform HD Subscriber Base for all the channels in the Subscribed Bouquets in the Target Markets as set out in Table B, where the DPO is present2. In the event that the reported penetration varies for any of the Channels in the Subscribed Bouquet, the Channel(s) with the least penetration will be considered for the calculation of Penetration Threshold of that Subscribed Bouquet.3. In order to avail Penetration Incentive on Subscribed Hindi News HD or TVTN News HD Bouquets in any Target Market, the DPO shall be required to achieve Penetration Threshold on the Active Platform SD Subscriber Base for Hindi News and TVTN News Bouquets respectively in all the applicable Target Market(s). |

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

Penetration Threshold, as set out in Table A, shall mean the percentage (%) penetration for the Relevant Subscribed Channel(s) on the Active Platform Subscriber Base in the defined Target Markets.

Target Market of the Relevant Subscribed Bouquets shall mean the markets as set out in **Table B** where the DPO has Active Platform Subscriber Base.

Relevant Subscribed Bouquet shall mean the Subscribed Bouquet for the relevant Target Market

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

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

Penetration Threshold

The DPO may avail the Penetration Incentive on Subscribed Bouquet, provided the DPO achieves the Penetration Threshold set out in Table A below for all the Channels in the Subscribed Bouquet. For example, if the DPO has subscribed to TVTN News Bouquet, in order to get the Penetration Incentive, the DPO is required to meet the Penetration Threshold for Aaj Tak, Tez and India Today channels as set out in Table A.

The DPO may also avail Penetration Incentive on the Subscribed Bouquets provided that the DPO has achieved Penetration Threshold as set out in Table A and complies with all the Penetration Incentive Qualifying Parameters and other conditions as set out in this Annexure C.

Table A

| Channel | Penetration Threshold | Applicable Subscriber Base |
|----------------|---|------------------------------------|
| Aaj Tak | ≥75% in HSM Market | Active Platform SD Subscriber Base |
| Tez | ≥75% in HSM Market | Active Platform SD Subscriber Base |
| India Today | ≥10% in HSM Market and ≥20% in South Market | Active Platform SD Subscriber Base |
| Aaj Tak HD | ≥75% in HSM Market | Active Platform HD Subscriber Base |

Table B

The Target Markets are defined as follows

| | |
|---------------|--|
| HSM Markets | All States & Union Territories (UT) excluding Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala Andaman & Nicobar Islands, Lakshwadeep and Puducherry |
| South Markets | Andhra Pradesh, Telangana, Karnataka, Tamil Nadu, Kerala Andaman & Nicobar Islands, Lakshwadeep and Puducherry |

Illustrations:

A. DPO who has presence in HSM Markets only

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| | |
|--|--------------------|
| Active Platform SD Subscriber Base | 25,000 |
| Territory | Maharashtra/Goa |
| Subscribed Bouquets | Hindi News Bouquet |
| Monthly Average Subscriber Level for the Subscribed Hindi News Bouquet | 22,500 |

The eligibility for Penetration Incentive can be checked as follows

| For Hindi News Bouquet | | | |
|------------------------|---------------------|-----------------------|---|
| Channel | Penetration | Penetration Threshold | Eligible for Penetration Incentive (Yes/No) |
| Aaj Tak (HSM Market) | = 22,500/25,000=90% | ≥75% | Yes |
| Tez (HSM Market) | = 22,500/25,000=90% | ≥75% | Yes |

Since both channels (Aaj Tak and Tez) meet the Penetration Threshold, the DPO is eligible for Penetration Incentive

Accordingly, Monthly Incentive payable by TVTN To DPO (INR):-

| Bouquet | Monthly Average Subscriber Level A | MRP of the Subscribed Bouquet B | Penetration Incentive C | Monthly Incentive Payable to DPO A*B*C (in INR) |
|--------------------|------------------------------------|---------------------------------|-------------------------|---|
| Hindi News Bouquet | 22,500 | 0.50 | 15% | 1687.5 |

B. DPO who has presence in South Markets only

| | |
|---|-------------------|
| Active Platform SD Subscriber Base | 10,000 |
| Territory | Karnataka |
| Subscribed Bouquets | TVTN News Bouquet |
| Monthly Average Subscriber Level for the Subscribed TVTN News Bouquet | 3,500 |

The eligibility for Penetration Incentive can be checked as follows

| For TVTN News Bouquet | | | |
|----------------------------|--------------------|-----------------------|---|
| Channel | Penetration | Penetration Threshold | Eligible for Penetration Incentive (Yes/No) |
| India Today (South Market) | = 3,500/10,000=35% | ≥20% | Yes |

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The DPO has achieved the required Penetration Threshold of India Today in the South Market. Since the DPO only has presence in South Market, they are not required to meet the Penetration Threshold for Aaj Tak and Tez channels. Hence, the DPO is eligible for Penetration Incentive.

Accordingly, Monthly Incentive payable by TVTN To DPO (INR):-

| Bouquet | Monthly Average Subscriber Level A | MRP of the Subscribed Bouquet B | Penetration Incentive C | Total A*B*C (in INR) |
|-------------------|------------------------------------|---------------------------------|-------------------------|----------------------|
| TVTN News Bouquet | 3,500 | 1 | 15% | 525 |

C. DPO who has presence in both HSM and South Markets

| | |
|--|--|
| Active Platform SD Subscriber Base | 20,000 |
| Territory | Maharashtra (HSM Market), Karnataka (South Market) |
| Monthly Average Subscriber Level Base in HSM Market | 10,000 |
| Monthly Average Subscriber Level in South Market | 10,000 |
| Subscribed Bouquets | |
| Monthly Average Subscriber Level for Hindi News Bouquet in HSM Market | 9,000 |
| Monthly Average Subscriber Level for TVTN News Bouquet in HSM Market | 500 |
| Monthly Average Subscriber Level for TVTN News Bouquet in South Market | 5,000 |

The eligibility for Penetration Incentive can be checked as follows

| For Hindi News Bouquet | | | |
|------------------------|--|--------------------------|---|
| Channel | Penetration | Penetration Threshold | Eligible for Penetration Incentive (Yes/No) |
| Aaj Tak | = $(9,000+500)/10,000=95\%$ (HSM Market) | $\geq 75\%$ (HSM Market) | Yes |
| Tez | = $(9,000+500)/10,000=95\%$ (HSM Market) | $\geq 75\%$ (HSM Market) | Yes |

The DPO has met the Penetration Threshold for all the channels (i.e., Aaj Tak & Tez) in Hindi News Bouquet in HSM Market and is therefore eligible for Penetration Incentive on Hindi News Bouquet.

For TVTN News Bouquet

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| Channel | Penetration | Penetration Threshold | Eligible for Penetration Incentive (Yes/No) |
|-------------|---|--|---|
| Aaj Tak | = (9,000+500)/10,000=95% (HSM Market) | ≥75% (HSM Market) | Yes |
| Tez | = (9,000+500)/10,000=95% (HSM Market) | ≥75% (HSM Market) | Yes |
| India Today | = 500/10,000=5% (HSM Market) = 5,000/10,000=50% (South Market) | ≥10% (HSM Market) ≥20% (South Market) | No |

The DPO has not met the Penetration Threshold for one of the channels (i.e., India Today) in HSM Market. To be eligible for the Penetration Incentive, DPO must meet the Penetration Threshold for all the channels in all the relevant markets. Therefore, the DPO is not eligible for Penetration Incentive for TVTN News Bouquet.

Accordingly, Monthly Incentive payable by TVTN To DPO (INR):-

| Bouquet | Monthly Average Subscriber Level A | MRP of the Subscribed Bouquet B | Penetration Incentive C | Total A*B*C (in INR) |
|--------------------|---------------------------------------|------------------------------------|----------------------------|-------------------------|
| Hindi News Bouquet | 9,000 | 0.5 | 15% | 675 |
| TVTN News Bouquet | 5,500 | 1 | 0% | 0 |

The total monthly Incentive payable by TVTN to DPO is INR (675 + 0) = INR 675/-

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A-LA-CARTE CHANNELS INCENTIVE

| | |
|--|--|
| Objective | To ensure reach and access of TVTN Channels to target subscriber/consumers base of the Platform including to under-served markets. |
| Qualifying Parameters for Incentive on Subscribed A-la carte Channel(s) | <p>DPOs shall be entitled for 15% Incentive on the MRP of Subscribed A-la-carte Channels subject to the DPO:</p> <p>a) Availing one or more A-la-carte Channels and availing one or more Hindi News or TVTN News Bouquet or any HD Bouquet b) Achieving Penetration Incentive for all Subscribed Hindi News/Hindi News HD or TVTN News/TVTN News HD Bouquets as defined herein above under the Penetration Incentive; and c) Providing Qualifying Reports on or before the Qualifying Report Deadline.</p> |
| Qualifying Report | <p>The Qualifying Report shall mean the reports to be provided by DPO in the format set out in Table C as in Qualifying Reports, on or before the Qualifying Report Deadline.</p> <p>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</p> |
| Incentive on Subscribed A-la-carte Channels | Incentive on Subscribed A-la-carte Channels shall mean the percentage of Incentive on the MRP of the Subscribed A-la-carte Channel(s) |

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TABLE C
QUALIFYING REPORTS

Penetration Incentive Report:

Table 1: Separate reports for the following markets by each Headend-

- Bihar and Jharkhand
- Delhi
- Gujarat and Daman & Diu and Dadra Nagar Haveli
- Haryana and Himachal Pradesh and Jammu & Kashmir
- Madhya Pradesh and Chhattisgarh
- North East (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura)
- Odisha
- Punjab and Chandigarh
- Rajasthan
- Uttar Pradesh and Uttarakhand
- West Bengal, Andaman & Nicobar Islands
- Maharashtra and Goa
- Andhra Pradesh and Telangana
- Karnataka
- Tamil Nadu and Pondicherry
- Kerala and Lakshadweep

| No. | Subscriber Base | Number of subscriber of the bouquet on 7th day of the month | Number of subscriber of the bouquet on 14th day of the month | Number of subscriber of the bouquet on 21st day of the month | Number of subscriber of the bouquet on 28th day of the month | Monthly Average Active Subscribers |
|-----|---------------------------|---|--|--|--|------------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | $(7)=[(3)+(4)+(5)+(6)]/4$ |
| 1 | Active SD Subscriber Base | | | | | |
| 2 | Active HD Subscriber Base | | | | | |

Table 2: Separate report for the following markets -

- Bihar and Jharkhand
- Delhi
- Gujarat, Daman & Diu and Dadra Nagar Haveli
- Haryana, Himachal Pradesh and Jammu & Kashmir
- Madhya Pradesh and Chhattisgarh

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- North East (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura)
- Odisha
- Punjab and Chandigarh
- Rajasthan
- Uttar Pradesh and Uttarakhand
- West Bengal and Andaman & Nicobar Islands
- Maharashtra and Goa
- Andhra Pradesh and Telangana
- Karnataka
- Tamil Nadu and Pondicherry
- Kerala and Lakshadweep

In case any of the Subscribed Bouquets / 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 Name | Number of subscriber as on 7th | Number of subscriber as on 14th | Number of subscriber as on 21st | Number of subscriber as on 28 th | Month & Year |
|-------|--------------|--------------------------------|---------------------------------|---------------------------------|---|--------------|
| | | | | | | |
| | | | | | | |

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

| State | A-I-a-carte Channel Name | Number of subscriber as on 7th | Number of subscriber as on 14th | Number of subscriber as on 21st | Number of subscriber as on 28 th | Month & Year |
|-------|--------------------------|--------------------------------|---------------------------------|---------------------------------|---|--------------|
| | | | | | | |
| | | | | | | |

| State | Active Subscriber Base of All Broadcasters | | |
|--------------------|--|-----------------------------|--------------------------------|
| | SD Unique subscriber number | HD Unique subscriber number | Total Unique subscriber number |
| State 1 | | | |
| State 2 | | | |
| State 3 | | | |
| State 4 | | | |
| State 5 | | | |
| India Total | | | |

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Templates of Qualifying Reports (In MS Excel):

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

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PART II

STANDARD TERMS AND CONDITIONS

1. Definitions

For the purposes of this PART II, the capitalized terms shall have the meanings ascribed to them in **PART III of the SLA** unless otherwise expressly stated in any provision of the SLA. Any term used herein but not defined expressly shall have the meaning ascribed to it in under applicable Law.

2. Rights Granted

2.1 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 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.

2.2 **Excluded Rights:** Save and except for the Rights Granted in clause 2.1, all other rights and means of Exhibition not specifically and expressly granted hereunder are excluded and reserved by TVTN including, but not limited to-

2.2.1 all rights under the Copyright Act, 1957 in relation to Subscribed Channels and the Subscribed Channels content;

2.2.2 Exhibition of the Subscribed Channels and the Subscribed Channels content via Internet, Internet Service and Mobile;

2.2.3 Exhibition of the Subscribed Channels or Subscribed Channels content via analog, Cable Service, HITS Service and DTH Service;

2.2.4 non-linear Exhibition of Subscribed Channels or Subscribed Channels content through the Distribution System including but not limited to PPV, VOD etc.;

2.2.5 Exhibition of Subscribed Channels or Subscribed Channels 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.;

2.2.6 Any kind of recording, downloading, storing and/or streaming of Subscribed Channels and/or Subscribed Channels content;

2.2.7 any kind of services, including but not limited to
i. Multiplexing,
ii. DVR/PVR Service, Sideloadng 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.

2.2.8 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;

2.2.9 any other means of Exhibition whether now known or that may be known in future, beyond the scope of Rights Granted hereunder; and

2.2.10 any form of Exhibition to persons/entities who are not Subscribers.

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3. Subscriber Reports (“Reports”)

- 3.1 The DPO agrees to submit the complete and accurate Subscriber Reports on or before the date of Report Deadline to TVTN, 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 both in Microsoft excel sheet and also in a non-editable pre- defined read only format such as a suitable PDF format.
- 3.2 The 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); and
 - b) complete and accurate opening and closing subscriber monthly reports for each of the Subscribed A-la-Carte Channels and Subscribed Bouquet(s);
- 3.3 All the Reports shall be signed and attested by an authorized officer of the DPO who shall certify that all information in the Reports is true and correct.
- 3.4 The Parties agree that timely submission of Reports shall be material obligation on the part of the DPO and essence of the contract. The DPO recognizes that delay of every single day in submission of 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.
- 3.5 Provided that nothing stated in clause 3.4. amounts to waiver by TVTN of its right to deactivate the signals of its Channels as per applicable Law.

4. Payment Terms

A. Monthly Subscription Fee to TV Today Network Limited from DPO

- 4.1 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 Reports provided by the DPO to TVTN in accordance with clause 3 hereinabove. Such payments shall be made by DPO in favour of “TV Today Network Limited” without any deduction except for the deduction of withholding tax/TDS as provided in this SLA.
- 4.2 In case the DPO fails to send the Report within the Report Deadline as set out in clause 3 above TVTN, shall have the right to raise a provisional invoice and the DPO shall be under 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 and the Report sent by the DPO to TVTN, which reconciliation shall be completed within

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a period no later than three (3) months from the date of issuance of the provisional invoice. 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. In the event the DPO fails to complete the reconciliation as set out herein, it shall be deemed to be material breach of the terms of this SLA and TVTN, without prejudice to TVTN's any other right, shall have the right to terminate the SLA as set out in clause 12.

- 4.3 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 to TVTN, 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.
- 4.4 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 its Channels as per applicable Law.
- 4.5 All payments due to TVTN under this SLA shall be made in India in Indian Rupees and in favour of TVTN- "TV Today Network Limited". All payments due to TVTN under this SLA are exclusive of all applicable indirect taxes including all and any tax, GST, customs 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.
- 4.6 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, the DPO shall provide tax withholding certificates depositing the tax deducted at source in favour of TVTN against TVTN's PAN AABCT0424B within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder. Failure to provide such tax withholding certificates in favour of TVTN within the time stipulated under the aforementioned Tax Acts / Rules / Notifications / Circulars, will be deemed equivalent to non-payment of subscription dues.
- 4.7 All payments from the DPO to TVTN under this SLA shall be paid either by (i) Cheque/Demand Draft in favour of "TV Today Network Limited" , payable at its head office or any other place that may be specified by TVTN 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 TV Today Network Limited's bank account or (iii) Bill desk platform (iv) any other mode as intimated by TVTN.
- 4.8 For all payments, including on-account payments made by DPO to TVTN, the DPO shall intimate their Goods & Services Taxpayer Identification Number ("GSTIN") and details of invoices against which such payments are being made to TVTN.
- 4.9 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.

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- 4.10 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.
- 4.11 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 under the GST Laws.
- 4.12 Within seven (7) days of receipt of invoice (other than provisional invoices) from TVTN by the DPO under this SLA, the DPO shall notify in writing to TVTN 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, after the lapse of stipulated period.
- 4.13 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 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.
- 4.14 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 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 for such claims, losses or penalties.
- 4.15 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 incurs any loss or if any penalty is levied on TVTN, then the DPO shall be liable to indemnify TVTN for all such loss and/or penalty.
- 4.16 The harmonized system of nomenclature ("HSN") code of goods/services supplied under this SLA shall be mentioned by TVTN on requisite documents.
- 4.17 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

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d) a decision of any tribunal or court;

then the difference in amounts shall be borne by the DPO.

- 4.18 The DPO agrees that TVTN 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.
- 4.19 In case where TVTN uploads the GST details of the DPO (as provided by the DPO), and the same is disputed/or is litigated with TVTN by the Tax authorities, in such a case DPO undertakes and agrees to indemnify TVTN for any tax liability and other related interest, penalties etc. payable by TVTN to Tax authorities. Any cost of litigation would be borne by the DPO.
- 4.20 In case of any incorrect/incomplete/non-compliance on behalf of the DPO and because of which a demand is made on TVTN 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. Any cost of litigation would be borne by the DPO.
- 4.21 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, TVTN shall not be responsible for such non allowance to DPO.
- 4.22 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.
- 4.23 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 for TVTN Channels.
- 4.24 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 for non-provisioning of GSTINs or late submission of GSTINs.
- 4.25 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.
- 4.26 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.

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4.27 The Parties agree that the applicable stamp duty (if any) shall be borne equally by both Parties.

4.28 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 TVTN Channels to DPO as per applicable Laws.

4.29 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

The Monthly Eligible Incentive Value 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 3 of Annexure C, subject to DPO making payment of the Monthly Subscription Fee to TVTN as set out in clause 4A above for the relevant month.

In the event the DPO defaults in providing the Qualifying Reports so as to enable TVTN, 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.

For avoidance of doubt, it is hereby clarified that nothing contained in clause 4B shall have any bearing on the DPO's obligation to pay the Monthly Subscription Fees to TVTN as stated in clause 4A of Part II of this SLA and the DPO shall be required to pay the Monthly Subscription Fees as stated therein.

5. Electronic Programme Guide (EPG)

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

Provided that all Television Channels of same language within the same genre shall appear together consecutively in the Electronic Programme Guide. Provided further that it shall be permissible to the DPO to place a Television Channels under sub-genre within the genre declared for the Television Channels.

5.2 The DPO shall indicate -

5.2.1 "Free" in the Electronic Programme Guide against each Free-To-Air Channel available on its Platform;

5.2.2 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.;

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

5.4 The LCN once assigned to a particular Subscribed Channel shall not be altered by the DPO for a period of at least one (1) year from the date of such assignment.

Provided that the provision of 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 channel number assigned to that particular Subscribed Channel shall be changed to place such Subscribed Channel together with the channels of changed genre in the EPG.

5.5 During the entire duration of 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.

6. New Channels, and Removed Channels

6.1 New Channels:

6.1.1 In the event TVTN introduces any New Channel under clause 6.1; TVTN shall publish the relevant information on TVTN’s Website as per applicable Law.

6.1.2 In the event the DPO intends to avail any New Channels, the DPO may do so by executing the prescribed Form for the same as made available on TVTN’s Website.

6.2 Removed Channels:

TVTN shall have the right to remove and/or 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 and/or as part of Bouquet.

In case of any TVTN 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 removed channel(s) to Sum of A-la-carte prices of all channels forming that Subscribed Bouquet.

Example:-

If Tez is discontinued, price of TVTN News Bouquet will change from Rs. 1 to Rs. 0.875.

A-la-carte Price of Tez - Rs. 0.25

Sum of A-la-carte prices of TVTN News Bouquet – Rs.2.0

Hence reduction factor

= a-la carte price of Removed Channel ÷ Sum of A-la-carte prices of all channels forming that Subscribed Bouquet

= 0.25/2.0 x 100

= 12.5%

Hence new bouquet MRP – Rs. 1 * (1-12.5%): = Rs.0.875

7 Audit

7.1 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 auditor or 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 Reports submitted by DPO to TVTN. The DPO shall share the Audit Report generated by an

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auditor or an Empaneled Auditor to this effect with TVTN within 24 hours from the generation of such Audit Report. In addition to the above, for the purpose of validation of Incentives including the eligibility under the Incentive as set out in this SLA, TVTN shall have the right to conduct Audit of the Addressable Systems, CAS, SMS and other related systems of the DPO by an auditor to verify the DPO's accuracy and validity of the monthly Reports including Qualifying Reports submitted by DPO to TVTN.

- 7.2 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 auditor/Empaneled Auditor, the DPO shall intimate the same to TVTN, 30 (thirty) days prior to giving effect to such change, in the prescribed form available on TVTN's Website. DPO further agrees that on such intimation, the provisions of this clause 7 shall also extend to the new Addressable Systems.
- 7.3 In the event that TVTN 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 shall, after communicating thereasons in writing to the DPO, be entitled to conduct Audit as per the Audit Manual.
- 7.4 In the event an Audit Report generated by TVTN subsequent to the 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. All payments under this clause shall be made in the name of "TV Today Network Limited".
- 7.5 The DPO shall offer necessary assistance and cooperation to auditor or Empaneled Auditors so that Audit can be completed in a time bound manner.
- 7.6 In the event a breach of the SLA has been discovered during the course of such Audit, auditor or 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.
- 7.7 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 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 (in the name of "TV Today Network Limited") 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 on the basis of Audit Report generated during the Audit for which the

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DPO has been in default, to compensate TVTN. All payments under this clause shall be made in the name of "TV Today Network Limited".

- 7.8 Provided that, nothing stated herein above amounts to waiver by TVTN of its right to deactivate the signals of its Channels as per applicable Law, if such Audit reveals that the Addressable System being used by the DPO does not meet the requirements specified in the Audit Manual.

8 Alteration of Service

- 8.1 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.
- 8.2 The DPO agrees and undertakes not to:
- 8.2.1 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;
 - 8.2.2 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;
 - 8.2.3 cause Exhibition of any Subscribed Channel(s) and/or the Subscribed Channel 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;
 - 8.2.4 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);
 - 8.2.5 convert, down-convert, up-convert any of the Subscribed Channels for Distribution;
 - 8.2.6 superimpose or otherwise add any own or third party advertising, promotions, programmes, data, content; or alter any of TVTN's Intellectual Property;
 - 8.2.7 shall not 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.
 - 8.2.8 Distribute the Subscribed Channels in any other language other than the language in which such Subscribed Channel is originally broadcasted by TVTN.
 - 8.2.9 There shall be no 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.
- 8.3 DPO shall not store or cause to be stored in any manner whatsoever any Subscribed Channel and /or Subscribed Channel content in its servers or facilities.
- 8.4 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.

9 Delivery and Security

- 9.1 All Subscribed Channels must be delivered by the DPO to Subscribers in a securely encrypted manner as per applicable Law and without any alteration.

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- 9.2 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.
- 9.3 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.
- 9.4 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 by submitting Form for Change in Addressable Systems which is made available on TVTN's Website. The DPO shall implement such changes only after prior written approval from TVTN after evaluating the Form for Change in Addressable Systems, submitted by DPO.
- 9.5 TVTN 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 facilitates the Equipment, the DPO shall pay to TVTN a refundable security deposit for the Equipment in addition to the Subscription Fee as may be informed by TVTN to the DPO.
- 9.6 The DPO shall locate the Equipment at a location approved by TVTN 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 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 the Equipment to TVTN upon expiry or termination of the SLA as per the provisions and procedure laid down in this SLA. The DPO shall not, under any circumstances, reverse engineer, 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 insure the Equipment immediately on execution of the SLA.
- 9.7 TVTN 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. 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 charges 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 immediately.
- 9.8 In order to take back possession of the Equipment from the DPO, the DPO shall ensure that the personnel/representative of TVTN are allowed free and unobstructed access to the location where the Equipment is installed and take possession of the same. The DPO shall not interfere with such procedure.

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- 9.9 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.
- 9.10 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

10 Anti-Piracy

- 10.1 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.
- 10.2 The DPO shall adhere to the Anti-Piracy Obligations and Content Protection Systems set out in **Annexure F** of the SLA.
- 10.3 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.
- 10.4 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 and the DPO shall also switch off the concerned STB to prevent such unauthorized use.
- 10.5 If so instructed by Information (as defined below) by TVTN, 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.
- 10.6 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 will provide all necessary assistance. TVTN plans to actively combat Piracy of the Subscribed Channels in the Territory and

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the DPO agrees to work closely with TVTN and comply with its directions in relation such efforts.

- 10.7 The DPO agrees and undertakes not to indulge in any Piracy of TVTN's Television 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, 1957.
- 10.8 Any breach of the covenants set forth in this clause 10 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 (in the name of "TV Today Network Limited") fair pre-estimated damages equal to Subscription Fee payable by the DPO to TVTN (in the name of "TV Today Network Limited") for each day of default calculated on a pro-rata basis to compensate TVTN.
- 10.9 Provided that, nothing stated in clause amounts to any waiver by TVTN of its right to deactivate the signals of its Channels as per applicable Law

11 Intellectual Property

- 11.1 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 Channels content and any other names, logos, get-up and marks associated with the Channels, vest exclusively in TVTN.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.

12 Termination, Suspension

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

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- 12.2 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:
- 12.2.1 TVTN suspends re-transmission/broadcast of such Subscribed Channels in the Territory;
 - 12.2.2 DPO defaults in making payment of Subscription Fee on the Due Date;
 - 12.2.3 The DPO breaches any of its material obligations under this SLA including the compliance with Audit requirements (as set out in the SLA), Reports, transmitting signals of Subscribed Channels outside the Territory; Anti-Piracy Obligations and compliance of applicable Laws;
 - 12.2.4 the bankruptcy, insolvency or appointment of receiver over the assets of the DPO;
- 12.3 DPO shall have the right to terminate this SLA as per applicable Law, on written notice to TVTN if,
- 12.3.1 DPO discontinues its business;
 - 12.3.2 TVTN is in breach of its material obligations under this SLA;
 - 12.3.3 in case of bankruptcy, insolvency or appointment of receiver over the assets of TVTN.
- 12.4 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.

13 Effect of Termination

- 13.1 Upon termination of the SLA:
- 13.1.1 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;
 - 13.1.2 The DPO shall within seven (7) days from the date of termination deliver to TVTN all due and pending Reports;
 - 13.1.3 DPO shall pay all pending payments including interest and fair estimated damages accrued to TVTN' till date of deactivation;
 - 13.1.4 All materials and information pertaining to TVTN including TVTN's 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;
 - 13.1.5 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 and such payments shall be made in the name of the 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;
 - 13.1.6 The DPO shall forthwith return to TVTN all the Equipment in the same condition as they were made available by TVTN subject to normal wear and tear;
 - 13.1.7 The Parties shall immediately cease to make any representations that they are associated with each other in the Territory;
 - 13.1.8 Termination of the SLA shall not absolve the DPO of its obligations under the SLA.
 - 13.1.9 The rights to Audit shall survive such Termination and / or Suspension for a period of two years post such an event.

14 Renewal

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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.

15 Representations/Warranties and Obligations of the Parties

- 15.1 Each Party represents and warrants to the other Party that:
- 15.1.1 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;
 - 15.1.2 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;
 - 15.1.3 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 Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this SLA.
- 15.2 The DPO further acknowledges, covenants, represents and warrants that:
- 15.2.1 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 Governmental Authority or any political party or any third party for the purpose of influencing any act or decision of such Governmental 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.
 - 15.2.2 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.
 - 15.2.3 For the Term of the SLA, the DPO shall be in compliance of applicable Laws including the QoS Regulations.
 - 15.2.4 It shall not cause Exhibition of the Channels via any medium other than the Distribution System.
 - 15.2.5 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 the Channels of TVTN.
 - 15.2.6 It has obtained all necessary rights, licenses and permissions relevant to Distribution of the Subscribed Channels on its Distribution System and has submitted the documents set out in **Annexure I** at the time of execution of this SLA.
 - 15.2.7 the DPO has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed.

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- 15.2.8 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, and this SLA. The DPO shall not make available any unencrypted signals or feed from its Distribution System in contravention of applicable Law.
- 15.2.9 The DPO is financially solvent and is capable of discharging its payment obligations under this SLA.
- 15.2.10 It 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;
- 15.2.11 It 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;
- 15.2.12 all information which has been provided by the DPO to TVTN 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.
- 15.2.13 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;
- 15.2.14 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;
- 15.2.15 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;
- 15.2.16 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.

16 Change of Control and Independent Affiliate

- 16.1 The DPO shall not, without the prior written consent of TVTN on the Form For Change Of Control, 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.
- 16.2 Further, the DPO agrees and acknowledges that the DPO shall be entitled to connect or make available the signals of TVTN 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 for TVTN Channels until such time the Independent Affiliate was availing the signals of Channels under their agreement. 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.

17 Governing Law and Jurisdiction

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Governing Law shall be the Indian Law and TDSAT shall have exclusive jurisdiction in respect of any dispute between the Parties, arising out of or in connection with or as a result of the 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 under all applicable Laws.

18 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.

19 Indemnification

19.1 The DPO shall without any limitations as to time period or amounts, keep and hold TVTN 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).

19.2 It is expressly understood and agreed between the Parties that TVTN shall have no liability or obligation whatsoever under this SLA, towards the DPO, the Subscribers or any other person or Governmental Authority, arising from and/or in respect of:

- 19.2.1 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 instruction, or any use of the Equipment with any apparatus or Equipment not authorized by TVTN, in which event TVTN shall not be under any obligation to provide DPO with any other Equipment;
- 19.2.2 any delay or failure in the performance of this SLA caused by any reason or event beyond the control of TVTN;
- 19.2.3 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
- 19.2.4 failure on the part of the DPO to maintain the licenses and approvals required under applicable Law.

19.3 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 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.

20 Limitation of Liability

20.1 TVTN 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,

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disappointment due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

20.2 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.

21 Miscellaneous

21.1 Entire Agreement and Amendment.

This SLA i.e. Part I, Part II, Part III and to the extent applicable Part IV, 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 by each of the Parties.

In the event the DPO has already executed TVTN RIO Version 2, then save for the specific amendments as set out in this TVTN RIO Version 2 dated 18.12.2018 - as amended on 05.04.2019, the TVTN RIO Version 2, which is already executed between the Parties shall remain in full force and effect and shall be binding on Parties.

21.2 Amendment of SLA:

TVTN reserves its right to-

- 21.2.1 modify, amend, change the name, genre, language, definition, format, logo of Channels;
- 21.2.2 modify, amend and/or withdraw Bouquets;
- 21.2.3 modify, amend and change MRP of TVTN Channels;
- 21.2.4 modify, amend and replace the SLA or any part thereof;
- 21.2.5 launch, offer, withdraw, modify any discounts and/or Incentives and/or Promotional Offers;

as per applicable Law.

21.3 Force Majeure

Neither Party shall be liable to the other for any delay in the performance of its obligations caused by any reason beyond its reasonable control, including without limitation, an act of God, governmental action, war, civil insurrection, riot, act of terrorism, labour unrest or dispute, epidemics or satellite failure or satellite jamming which may affect the Distribution of signals of any of the Channels to the Subscribers. Provided that nothing contained in this clause shall apply to the obligation of the DPO to pay the Subscription Fee in accordance with Part I of this SLA.

21.4 Confidentiality

Other than the existence of this SLA, no terms or conditions hereof, nor any matters relating to the course of dealings between the Parties shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a

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need-to-know basis, who shall also be bound by terms of this clause and except as may be required by any applicable government agency, regulatory body or court.

21.5 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**:

Name:

Address:

Attention:

To **TVTN**

F-26, First Floor,
Connaught Circus,
New Delhi -110001

21.6 Assignment

The DPO shall not have the right to assign, transfer, convey, delegate or sub-contract this SLA or any of its rights or obligations hereunder, whether pursuant to a merger, de-merger, amalgamation, consolidation, reorganization, corporate restructuring, sale of assets or otherwise.

21.7 Survivability

Clauses, 4 of Part II (Payment Terms), 5 of Part I (Subscription Fee), 7 of Part II (Audit), 11 of Part II (Intellectual Property), 15 of Part II (Representations/Warranties and Obligations of Parties), 17 of Part II (Governing Law and Jurisdiction), 19 of Part II (Indemnification), 20 of Part II (Limitation of Liability), 21.4 of Part II (Confidentiality), and 21.5 of Part II (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.

21.8 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

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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.

21.9 Severability

If any provision of this SLA is determined to be invalid, illegal or unenforceable by a competent legal forum, the remaining provisions of this SLA shall continue in full force and effect.

| | |
|----------------|-----------------|
| For DPO | For TVTN |
| Sign | Sign |
| Name | Name |
| Title | Title |

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PART III

DEFINITIONS

For the purposes of this SLA, capitalized terms shall have the meanings ascribed to them hereinafter in line with Laws unless otherwise expressly stated in any provision of this SLA. Any term used herein but not defined expressly shall have the meaning ascribed to it in under Interconnection Regulations, Tariff Order, Cable Television Networks (Regulations) Act 1995, Cable Television Networks Rules 1994.

- 1.1 “**Act**” shall mean the Telecom Regulatory Authority of India Act, 1997;
- 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;
 - 1.2.1 **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;
 - 1.2.2 **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;
- 1.3 “**Addressable System(s)**” means 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;
- 1.4 “**Affiliate**” of a Party (the “**Subject Person**”) means (i) in the case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, his/her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons. For the purposes of this definition, “**Control**” means (a) having an economic interest of at least 26% of any Person; and/or (b) the power to direct and control the management or policies of a Person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such Person, through contractual arrangements or otherwise. “Controlling” and “Controlled” have correlative meanings;
- 1.5 “**A-la-carte**” or “**A-la-carte Channel(s)**” with reference to this SLA means offering of Television Channel(s) individually on a standalone basis;
- 1.6 “**Authority**” or “**TRAI**” shall mean the Telecom Regulatory Authority of India established under sub-section (1) of Section 3 of the Act;
- 1.7 “**Audit**” shall mean the technical audit and commercial audit referred to in clause 7 of PART II of SLA, to be conducted by the DPO, TVTN 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.

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- 1.8 **“Audit Manual”** shall mean the requirements for conducting the Audit as per applicable Law and set out in Annexure G.
- 1.9 **“Audit Report”** shall mean the report generated by TVTN and/or DPO pursuant to clause 7 of Part II of the SLA.
- 1.10 **“Bouquet”** means 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;
- 1.11 **“Broadcaster”** means 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;
- 1.12 **“Business Day”** shall mean any day, other than a Saturday and Sunday, on which banks in Mumbai remain open for business;
- 1.13 **“BIS”** shall mean Bureau of Indian Standards;
- 1.14 **“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;
- 1.15 **“Cable Service”** or **“Cable TV Service”** means the transmission of programmes including retransmission of signals of television channels through cables;
- 1.16 **“Central Government”** shall mean the Government of India.
- 1.17 **“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 **Annexure D** of this SLA;
- 1.18 **“Catch Up Rights”** mean the right to make available the Subscribed Channel or Subscribed Channels content to Subscribers on an on-demand basis, at any time after the original linear Distribution of the Subscribed Channel.
- 1.19 **“Change Event”** means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the DPO or any Change Of Control or change in the management or acquisition of majority 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.
- 1.20 **“Change Event Entity”** means such other entity involved in such Change Event.
- 1.21 **“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;

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- 1.22 **"Channel Marks"** means the trade names, trademarks, logos and service marks used by TVTN and/or its Affiliates from time to time in connection with the services including without limitation the trade names, marks or logo specified by TVTN or otherwise notified in writing by TVTN from time to time;
- 1.23 **"Confidential Information"** means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Affiliates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the Parties, (b) any material or information disclosed 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;
- 1.24 **"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 DPO.
- 1.25 **"Copyright Act"** means Copyright Act 1957, as amended from time to time.
- 1.26 **"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.
- 1.27 **"Direct to Home Operator"** or **"DTH Operator"** means any person who has been granted license by the Central Government to provide Direct to Home (DTH) service;
- 1.28 **"Direct to Home Service"** or **"DTH Service"** means 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 Distributor of Television Channels;
- 1.29 **"Distribution Fee"** 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.
- 1.30 **"Distributor of Television Channels"** or **"Distributor"** means any DTH operator, Multi-System Operator (MSO), HITS Operator or IPTV Operator;
- 1.31 **"Distribution System"** or **"Platform"** shall mean the Distribution System of IPTV Operator which is owned and operated by the DPO for Distribution of the Subscribed Channels in an encrypted manner as per applicable Law";
- 1.32 **"Distribution Platform Operator"** or **"DPO"** shall mean the IPTV Operator who owns and operates a Cable TV Service.
- 1.33 **"Distribution System of IPTV Operator"** shall mean the Addressable System owned and/or operated by the IPTV Operator in order to distribute the Channels in an addressable mode using IPTV to a Subscriber's premises within the Territory, solely for reception through television, without passing through an intermediary such as a cable operator or any other Distributor of Television Channels. For the purposes of this definition, Distribution System shall not include distribution on any other digital addressable system, cable television platform, HITS and DTH platforms;

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- 1.34 **“DPO List Price”** shall mean the rate applicable to as mentioned in the Annexure A of Part I of this SLA, which is MRP of A-la-carte Channel(s) and/or Bouquet of TVTN Channels less the Distribution Margin of twenty percent (20%).
- 1.35 **“Distributor Retail Price”** means the price excluding taxes declared by a Distributor and payable by a Subscriber for A-la-carte Pay Channel or Bouquet of Pay Channels as the case may be;
- 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”** means the date of expiry of the 15 (fifteen) day period commencing on the date of receipt of invoice by DPO from TVTN.
- 1.39 **“Digital Video Recorders” (“DVR”)/ “Personal Video Recorders” (“PVR”) Service** means 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”** means a program guide maintained by the Distributors of Television Channels that lists Television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;
- 1.42 **“Empaneled Auditor”** means auditor empaneled by the Authority for conducting Audit.
- 1.43 **“Equipment(s)”** means any and all hardware/ software and other devices, including but not limited to IRDs and the paired Viewing Card(s);
- 1.44 **“Excluded Rights”** means all rights which are excluded under this SLA and which are reserved exclusively by TV Today Network Limited.
- 1.45 **“Exhibition” or “Exhibit”** shall mean exhibition, broadcast, transmission, Distribution, communication to the public and/or making available the Subscribed Channels and Subscribed Channels content.
- 1.46 **“Forms”** shall mean Form for Amendment of Territory, Form for Amendment of Subscribed Channels, Intimation Form for Change of Control, Form for Change in Addressable Systems, Form for Shutting Down of Platform.
- 1.47 **“Free-to-Air Channel”** means a Channel which is declared as such by the Broadcaster and for which no fee is to be paid by the Distributor of Television Channels to the Broadcaster for signals of such Channel.
- 1.48 **“Governmental Authority”** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making

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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;

- 1.49 “**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; (b) The Integrated Goods and Services Act, 2017; (c) The Union territory Goods and Services Act, 2017; (d) The Goods and Services Tax (Compensation to States) Act, 2017, (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 “**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.
- 1.52 “**Head End In The Sky Operator**” or “**HITS Operator**” means any person permitted by the Central Government to provide Head End In The Sky (HITS) Service;
- 1.53 “**Head End In The Sky Service**” means 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;
- 1.54 “**High Definition**” means 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).
- 1.55 “**Interconnection Regulations**” shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, as amended from time to time;
- 1.56 “**Internet Protocol Television Operator**” or “**IPTV Operator**” means a person permitted by the Central Government to provide Internet Protocol Television Service as defined below.
- 1.57 “**IRD**” shall mean an authorization device which includes decoder, receiver or integrated receiver-decoders as set out in **Annexure H** 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 Television Channels of TVTN 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 Television Channels of TVTN;
- 1.58 “**Incentives**” shall mean the incentives as set out in clause 6 of Part I of SLA as may be amended from time to time.

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- 1.59 **“Independent Affiliate”** for the purposes of this SLA shall mean any Distributor of Television Channels who is or was availing the signals of the TVTN Channels directly from TVTN under a separate agreement between the Independent Affiliate and TVTN.
- 1.60 **“Information”** shall mean communication from TVTN 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 via telephonic message, fax etc. which is later confirmed through e-mail by a person(s) who is designated to send such Information.
- 1.61 **“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.
- 1.62 **“Internet”** means 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.
- 1.63 **“Internet Protocol Television Service”** or **“IPTV Service”** means delivery of multichannel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers.
- 1.64 **“Internet Service”** means any service(s) which enables the Distribution and/or Exhibition of Subscribed Channels and Subscribed Channel content via the Internet, including but not limited to online video services, OTT, Web TV, Internet TV etc.
- 1.65 **“Joint Venture/s”** means 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.
- 1.66 **“Law”** shall mean all applicable statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines [including IPTV Guidelines issued by MIB(**IPTV Guidelines**)], policies, directions, 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 1957 (including amendments thereto);
- 1.67 **“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

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person, including the DPO, its Affiliates and Subscribers, shall be able to control the flow of Subscribed Channel content of Subscribed Channel. For the avoidance of doubt, it is further clarified that any modes of Distribution and/or Exhibition of Subscribed Channels and Subscribed Channels Content that are not Linear Broadcast shall be construed to be non-linear.

- 1.68 "**MIB**" means Ministry of Information and Broadcasting, Government of India.
- 1.69 "**Mobile**" means 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.
- 1.70 "**Monthly Average Subscriber Level**", is equal to 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 **Part I** 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.
- 1.71 "**Monthly Subscription Fee**" shall mean the Subscription Fees payable by the DPO to TVTN for the license granted under this SLA on a monthly basis as set out in Part I of the SLA along with all applicable indirect taxes including all but not limited to Goods and Services Taxes ("GST"), cess, charges, levies, duties, as applicable. All such taxes, as applicable, shall be charged by TVTN and payable by DPO.
- 1.72 "**MRP**" means 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;
- 1.73 "**Multi-System Operator**" or "**MSO**" means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives 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.
- 1.74 "**Multiplexing**" means 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).
- 1.75 "**NDVR/Cloud Rights**" means the right to facilitate and enable recording of audiovisual content to be made upon a digital video recorder managed by or on behalf of DPO which permits viewers, or 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.
- 1.76 "**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.
- 1.77 "**New Territory**" means any area in India beyond the Territory where the DPO desires to extend its operations by submitting a Form for Change in Territory to TVTN

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, at least thirty (30) days prior in the manner set out on TVTN's Website and Parties have executed the same as per applicable Laws.

- 1.78 **"Pay Per View" or "PPV"** means 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;
- 1.79 **"Pay Channel"**, means 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;
- 1.80 **"Person"** means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;
- 1.81 **"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 Part I of the SLA.
- 1.82 **"Piracy"** means 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, 1957.
- 1.83 **"QoS Regulation"** shall mean the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017;
- 1.84 **"Qualifying Reports"** shall mean the complete and accurate reports which the DPO, opting for Incentives under this SLA has to compulsorily provide to TVTN 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 to Part I of this SLA.
- 1.85 **"Qualifying Report Deadline"** shall mean the due date for submission of the Qualifying Reports as detailed in Annexure C to Part I of this SLA.
- 1.86 **"Renewal Negotiation Period"** shall mean the period commencing from at least sixty (60) days prior to the date of the expiry of this SLA during which period the Parties shall negotiate the terms of renewal of this SLA. The Parties shall execute the renewed subscription license agreement by the end of Renewal Negotiation Period.
- 1.87 **"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.
- 1.88 **"Rights Granted"** shall mean the rights granted as defined in clause 2 of Part II of the SLA.

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- 1.89 **“Subscriber Report” or “Report”** shall mean complete and accurate monthly subscriber report of Subscribed Channels, provided in the prescribed format as 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.
- 1.90 **“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.
- 1.91 **“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.
- 1.92 **“Sideloaded”** means 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.
- 1.93 **“SMS”/“Subscriber Management System”** means 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, in accordance with the Law and as more particularly described in **Annexure D** of the SLA;
- 1.94 **“Subscriber”** means 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.
- 1.95 **“Subscribed A-la-carte Channel”** mean the A-la Carte Television Channels subscribed by the DPO, as are specifically identified by DPO by assigning tick marks against such A-la Carte Television Channel list in the **Annexure A** of the SLA;
- 1.96 **“Subscribed Bouquet” or “Subscribed Bouquet of Channels”** means Bouquet of Channels offered by TVTN detailed in in the **Annexure A** and which are subscribed by the DPO, as are specifically identified by it by assigning tick marks against such Bouquet in the **Annexure A** of the SLA;
- 1.97 **“Subscribed Channels”** mean the Subscribed A-la-carte Channels and/or Subscribed Bouquet as applicable.
- 1.98 **“TVTN's Intellectual Property”** shall mean all rights, titles and interest in the programming of the Channels and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels or any mark of the rights holders of any programming exhibited on the Channels including TVTN's copyright and broadcast reproduction rights and on which TVTN and its licensors shall have the sole and exclusive rights. TVTN's Intellectual Property shall also include

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all rights, title 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.

- 1.99 **"TVTN's Website"** shall mean www.aajtak.intoday.in
- 1.100 **"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 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.
- 1.101 **"Subscription Fee"** shall mean the subscription fee as defined in clause 5 of Part I of the SLA.
- 1.102 **"Tariff Order"** shall mean the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017, as amended from time to time;
- 1.103 **"TDSAT"** means the Telecom Disputes Settlement and Appellate Tribunal, New Delhi;
- 1.104 **"Technical Audit"** means technical audits conducted by auditor or Empaneled Auditor, during the Term to ensure ongoing compliance with the Content Protection Systems during which the DPO shall provide full and complete information for conducting Technical Audit, by furnishing details as provided in **Annexure G** of the SLA and such other details as required by TVTN from time to time.
- 1.105 **"Television Channel"** means 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 and reference to the term 'Channel' shall be construed as a reference to "Television Channel".
- 1.106 **"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 Part I of the SLA.
- 1.107 **"Viewing Card"** means the viewing card as set out in **Annexure H** 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).
- 1.108 **"Video on Demand"** or **"VOD"** means 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 devise 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.

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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 10% of the subscriber base of the distributor within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - a) Unique customer identification (ID)
 - b) Subscription contract number
 - c) Name of the subscriber

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- d) Billing address
 - e) Installation address
 - f) Landline telephone number
 - g) Mobile telephone number
 - h) E-mail address
 - i) Channels, bouquets and services subscribed
 - j) Unique STB number
 - k) Unique VC number.
12. The SMS should be capable of:
- Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - Locating each and every STB and VC installed.
 - Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
- i. The total number of registered subscribers.
 - ii. The total number of Active Subscribers.
 - iii. The total number of temporary suspended subscribers.
 - iv. The total number of deactivated subscribers.
 - v. List of blacklisted STBs in the system.
 - vi. Channel and bouquet wise monthly subscription report in the prescribed format.
 - vii. The names of the channels forming part of each bouquet.
 - viii. The total number of Active Subscribers subscribing to a particular channel or bouquet at a given time.
 - ix. The name of a-la carte channel and bouquet subscribed by a subscriber.
 - x. The ageing report for subscription of a particular channel or bouquet.
14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to

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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 VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
16. It shall be possible to generate the following reports from the logs of the CAS:
 - i. STB-VC Pairing/De-Pairing
 - ii. STB Activation/De-activation
 - iii. Channels Assignment to STB
 - iv. 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:

- a) The DPO shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
- b) The STB should support both visible and covert types of fingerprinting.
- c) The fingerprinting should not be removable by pressing any key on the remote of STB.
- d) The fingerprinting should be on the top most layer of the video.
- e) The fingerprinting should be such that it can identify the unique STB number or the unique VC number.
- f) The fingerprinting should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.

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- g) The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
- h) The fingerprinting should be able to give the numbers of characters as to identify the unique STB and/or the VC.
- i) The fingerprinting should be possible on global as well as on the individual STB basis.
- j) The overt fingerprinting should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
- k) Scroll messaging should be only available in the lower part of the screen.
- l) The STB should have a provision that finger printing is never disabled.
- m) The watermarking network logo for all pay channels shall be inserted at encoder end only.

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 fingerprinting. 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.

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ANNEXURE E

Report Formats

A: Monthly subscription reports of channels or bouquets to be provided by the DPO to TVTN.

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

| Sl. | Name of the channel | Number of unique Active Subscribers of the Subscribed Channel on 7 th day of the month | Number of unique Active Subscribers of the Subscribed Channel on 14 th day of the month | Number of unique Active Subscribers of the Subscribed Channel on 21 st day of the month | Number of unique Active Subscribers of the Subscribed Channel on 28 th 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. | | | | | | |
| | | | | | | |

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Table 2- Monthly subscription for bouquets of pay channels

| Sl. | Name of the Subscribed bouquet | Name of Subscribed Channels forming part of Subscribed Bouquet | Number of unique Active Subscribers of the Subscribed Bouquet on 7 th day of the month | Number of unique Active Subscribers of the Subscribed Bouquet on 14 th day of the month | Number of unique Active Subscribers of the Subscribed Bouquet on 21 st day of the month | Number of unique Active Subscribers of the Subscribed Bouquet on 28 th 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. | | | | | | | |

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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:

- (i) 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.
- (ii) 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).
- (iii) DPO shall deploy fingerprinting mechanisms to detect any piracy, violation of copyright and unauthorised viewing of the Services, distributed/transmitted through its Platform on a regular daily basis. The fingerprinting 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 Viewing Card (VC) number.
- (iv) DPO shall ensure that the location of the fingerprinting is changeable from the Platform 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 VC. 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)
- (v) 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 fingerprinting. 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.
- (vi) 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 & VC 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.

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- 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:
 - 1. Unique Customer ID
 - 2. Subscription Contract No.
 - 3. Name of the subscriber
 - 4. Billing Address
 - 5. Installation Address
 - 6. Landline No.
 - 7. Mobile No.
 - 8. Email ID.
 - 9. Service/Package subscribed to
 - 10. Unique STB No.
 - 11. Unique VC No.
- h. The SMS is able to undertake the:
 - 1. Viewing and printing historical data in terms of the activations, deactivations etc.
 - 2. Location of each and every set top box/VC unit
 - 3. The SMS is capable of giving the reporting at any desired time about:
 - i. The total no. of subscribers authorized.
 - ii. The total no. of subscribers on the network.
 - iii. The total no. of subscribers subscribing to a particular service at any particular date.
 - iv. The details of channels opted by subscriber on a-la carte basis.
 - v. The package wise details of the channels in the package.
 - vi. The package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or package.
 - viii. The history of all the above mentioned data for the period of the last 2 years.
- 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 VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC 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 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 Content via any digital output.

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(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

2. DRM Specifications

DPO shall issue a license from a digital rights management software application approved in writing by TVTN (an "Approved DRM"). Any proposed changes to an Approved DRM shall require a prior written consent either from TVTN.

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, except for duplications made in connection with the ingestion facility's encoding process.

(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 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 Agreement.

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ANNEXURE G

Audit Manual

Scope of Work for Audit:

The intent of the audit is to ensure

- That DPOs systems are fully compliant with all regulatory requirements
- Revenue assurance of broadcaster
- Compliance with contractual commitments as per interconnection agreement

The audit shall include-

1. Headend Audit
2. CAS/ DRM audit
3. SMS audit
4. Data integrity of CAS/ DRM and SMS
5. STB audit
6. Distribution Network audit- Territory/areas covered
7. Anti-piracy measures
8. Broadcasters IRDs physical verification and their respective status
9. Interconnection Regulations
10. TS recording at various places
11. Validation of Ground Samples

The Parties acknowledge and agree that this Audit Manual shall be modified and/or replaced with revised audit manual in the event TRAI notifies any audit manual during the Term of this SLA.

Audit Work-steps

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

| Sr. No: | Audit Work Steps |
|---------|--|
| 1 | <p>(a) DPO to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors</p> <p>(b) DPO to allow auditors to run queries to extract data/logs/reports from live SMS and CAS systems.</p> <p>(c) DPO to allow extracted data/reports/logs to be downloaded to auditor's systems for detailed analysis</p> <p>(d) All data from CAS and SMS server should be extracted by auditor in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS & SMS servers. A screen shot of the Queries that are run should be part of the audit report.</p> <p>(e) Data extraction queries scripts and explanation of terminology to be preserved and also provided to the broadcasters along with the audit report</p> <p>(f) Auditor and Broadcaster representative should be physically present during the extraction of CAS & SMS data and should not leave the data extraction activity to CAS & SMS vendors.</p> |

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| | <p>(g) Following data to be extracted (details with city, district and state). All data to be extracted from backend using queries or verify the data obtained from SMS/CAS frontend by writing queries on the backend database after understanding the table structure:</p> <ul style="list-style-type: none"> i. As on date Active and De-active Subscriber count in the network ii. As on date Active and De-active counts with STB/VC with location specific report iii. As on date Active and De-active Channel and package wise subscriber count and a report containing details of such STB/VC iv. Historical month-end active and de-active STB/VC wise subscriber counts and a report containing details of such STB/VC for the audit period v. Historical month-end active and de-active package and channel-wise subscriber counts and a report containing details of such STB/VC for the audit period vi. As on date channel composition of packages vii. Channel composition of packages for historical period (audit period) viii. Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp ix. Inventory of all the VC/UA/Mac ID from the SMS server |
| 2 | <p>a) DPO to declare on its letterhead the no. of CAS systems deployed in each of its distribution networks. It should mention the no. of “Headends” connected with the said CAS with all IP address & geographical address details. This declaration is to be signed by no less than its owner/CEO/CTO. b) DPO to provide declaration from each CAS vendor on CAS vendor letterhead of current date signed by no less than CEO/CTO of the CAS vendor (ANNEXURE-A).</p> <p>c) The above CAS certificate should mention DPO name & address matching with name & address mentioned in DPO registration certificate issued by MIB, Govt. of India.</p> <p>d) The CAS certificate should mention:</p> <ul style="list-style-type: none"> i. Date of issue certificate (current) ii. Installation address of CAS ECM & EMM servers iii. Installation date iv. CAS version no. v. DPO network ID vi. Other requirements as per attached format (Annexure A1) vii. Time format – GMT/ UTC viii. Complete CAS database details ix. Declaration that no access available direct or indirect to do the activation/deactivation of any channel and package/product directly from CAS server x. Certification that the CAS, in use, does not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs is done with the commands of the SMS. <p>e) Auditor to perform TS recording in the headend of the DPO and externally in the field and analyse the TS streams to ascertain actual no. of CAS running in the network and compare with the declaration made as part of agreement with the broadcaster. Auditor to record discrepancy in the audit report.</p> |
| 3 | <p>a) DPO to self-declare on its letterhead the no. of SMS systems deployed in each of its distribution networks. This declaration is to be signed by no less than its owner/CEO/CTO.</p> <p>b) DPO to provide declaration from each SMS vendor on SMS vendor letterhead of current date signed by no less than CEO / CTO of the SMS vendor (as per the attached format B1)</p> <p>c) The above SMS certificate (ANNEXURE-B1) should mention DPO name & address matching with name & address mentioned in DPO registration certificate issued by MIB, Govt. of India.</p> <p>d) The SMS certificate should mention:</p> <ul style="list-style-type: none"> i. Date (current) ii. Installation address of SMS servers |

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| | |
|---|--|
| | <ul style="list-style-type: none"> iii. Installation date iv. SMS version no. v. Other requirements as per attached format (ANNEXURE-B1) e) Auditors to check system capability for generating historical transaction logs f) Auditor to download logs from SMS and check the following: <ul style="list-style-type: none"> i. These have date & time stamp ii. They are in un-editable form g) Auditor to check, verify and document whether all the actions, including but not limited to activation, de-activation, package creation, package change/modification, FP insertion, and scroll insertion are being initiated from SMS only. |
| 4 | <p>CAS:</p> <ul style="list-style-type: none"> a) Auditor to verify few entries of CAS (of historical date) with SMS commands b) Auditor to extract historical transaction logs of each CAS for the audit period and reconstruct the reports specified in clause Schedule-III (16). c) Auditors to check system capability for generating historical transaction logs d) Auditor to download logs from CAS and check the following: <ul style="list-style-type: none"> i. These have date & time stamp ii. They are in un-editable form e) Auditor to extract transaction logs and package composition change logs from CAS from inception and recreate as-on-date as well as month end subscriber count through bootstrapping and tie back with subscriber reports or recreate inception date subscriber count through reverse bootstrapping and tie back with subscriber reports. f) Auditor to check, verify and document whether all actions, including but not limited to activation, de-activation, package creation, package change/modification, FP insertion, and scroll insertion as initiated by SMS are recorded in CAS. <p>SMS: Same as for CAS but from the SMS logs and databases.</p> |
| 5 | <ul style="list-style-type: none"> a) DPO to provide declaration and demonstrate procedures that all activations and deactivations of a Set Top Box (STB) directly from the CAS terminal cannot be done. All activation and deactivation of STBs is only possible be done with the commands of the SMS. b) Auditor to, on sample basis, check by activating some STBs directly from the CAS and record the findings. c) Auditor to check that the CAS does not have any access to DPO staff who are involved in business related operation regarding activation and de-activation of STBs. |
| 6 | <ul style="list-style-type: none"> a) Auditor should perform simulation testing on one STB of every model deployed as per following process: b) Activate different channels / packages on all test STBs from SMS. c) Check live transaction logs in SMS server and CAS server to confirm the above channel activation reflects in both SMS and CAS logs with same date & time. d) Auditor should perform unique VC Level Reconciliation for the audit period between CAS & SMS databases. VCs active in CAS but not in SMS and similarly VCs active in SMS but not in CAS should be highlighted as discrepancy. |
| 7 | <ul style="list-style-type: none"> a) Auditor to check that the CAS declaration (ANNEXURE-A1) mentions the availability of this facility. b) Auditor to verify the feature on test STB and record the findings. |
| 8 | <ul style="list-style-type: none"> a) Auditor should trigger a fingerprint of 5 minutes duration from SMS to the test STB. b) The STB should be rebooted and fingerprint should reappear again automatically. If fingerprint disappears, this requirement is not complied with. c) The STB declaration (ANNEXURE-C1) should also mention this capability. |
| 9 | <ul style="list-style-type: none"> a) Auditor should check CAS declaration (ANNEXURE-A1) and SMS declaration (ANNEXURE-B1) mentions this capability. |

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| | b) DPO should show to Auditor total number of daily commands executed in CAS reports as compliance of this requirement. |
| 10 | a) Auditor to interchange VC between two STBs of the DPO and confirm that both STBs give error message “pairing error” or “this VC does not belong to this STB” or similar message on-screen. b) Auditor should take screenshot of the error message and include in audit report. |
| 11 | Auditor should: a) Activate fresh STBs individually through SMS and verify whether the same is activated in CAS as well b) Add existing packages and channels to the test customer created through SMS and verify channels were activated in CAS and are visible on TV monitor c) Remove packages / channels through SMS allotted to the test STB d) After completing all other audit tests deactivate the test STB through SMS e) Extract the logs of SMS and CAS for the day to check whether the above commands activation, deactivation of customer and packages was captured with date and time stamp |
| 12 | Auditor should: a) Create two test customers in SMS with names - “AuditTest1Customerddmmmyy”, “AuditTest2Customerddmmmyy” b) Allocate fresh hardware and map the test customer to an LCO c) Check whether item “a to k” specified in Schedule-III A(11) are getting captured d) Take SMS screenshot such that all items are covered e) Generate SMS customer details report city, district and state wise and check the fields “a to k” are appearing. f) Auditor to deactivate the test subscribers from the SMS and confirm the corresponding STB is deactivated for all channels / services. g) Physically verify CAF/ SAF forms of customers activated in last 6 months with all customers entered in SMS. All mismatches of customers in SMS but no CAF available against that to be reported in Auditor report |
| 13 | a) Auditor should generate all reports city, district and state wise from the SMS providing details including city and state. b) Auditor should ensure each report city, district and state wise has the minimum following information (apart from report wise specific fields): i. DPO Name & address ii. date & time stamp of report generation c) Auditor should keep screenshots of each report extracted and include in the audit report d) Auditor to extract historical transactional logs from SMS for audit period and confirm the availability of the data required as per Schedule-III A (12) (a), (b) and (c).& A13 e) All data from SMS server should be extracted in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live SMS servers. A screen shot of the queries that are run should be part of the audit report (Refer Annexure I to X for the details to be captured) |
| 14 | a) Auditor should generate all reports city, district and state wise from the CAS. The reports should contain relevant details. b) Auditor should ensure each report has the minimum following information (apart from report wise specific fields): i. DPO Name & address ii. Date & time stamp of report generation c) Auditor should keep screenshots of each report. d) Auditor to extract historical transactional logs from CAS for audit period and confirm the availability of the data required. e) All data from CAS server should be extracted in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS servers. A screen shot of the queries that are run should be part of the audit report. |

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| | f) ANNEXURE-A 1 should mention that CAS logs are available for up to preceding two consecutive years for each command executed in the CAS. |
| 15 | <p>a) "As on Date" Reconciliation of VC and STB from complete CAS and SMS for the date of Audit. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base</p> <p>b) Reconciliation of VC and STB from complete CAS and SMS for the historical months over the audit period. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base</p> <p>c) "Transaction log" Reconciliation of VC and STB numbers obtained from logs of complete CAS and Logs of SMS with the subscriber report provided to broadcaster for each month. Any discrepancy should be reported in Actual numbers as well as percentage of the total base.</p> <p>d) Reconciliation of VC and STB from CAS and SMS for each channel for the date of Audit. Any discrepancy should be reported in Actual numbers as well as percentage of the total base</p> <p>e) Reconciliation of VC and STB numbers for each channel obtained from Logs (Transactional logs as well as configuration logs) of complete CAS and SMS Logs with the Broadcasting report of each month. Any discrepancy should be reported in Actual numbers as well as percentage of the channel count reported.</p> <p>f) Reconciliation of Channels configured for a package in SMS and channel configured for respective package/product in CAS. The report should provide numbers of channels not in CAS for the product which were present in SMS package and vice versa</p> <p>g) A 3 way reconciliation on channel wise count of Broadcasting report, CAS and SMS should be done at count level for the day of Audit as well as historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.</p> <p>h) Reconciliation of channels/IRD's which have been obtained by DPO but not activated/subscribed by any customer. All such channels where IRD's are active but subscriber count is zero should be reported.</p> <p>i) Reconciliation of LCN and Genre declared by broadcaster with the actual LCN and genre found during Audit. All mismatches of LCN and genres found during audit to be reported.</p> <p>j) Report the channels found running in Unencrypted or analogue mode on the day of Audit</p> <p>k) Auditor, in presence of broadcaster representative, to compare the STB/VC field samples provided by the broadcaster(s). The minimum size of the sample shall be statistically relevant to the subscriber universe of the DPO, Auditor to compare this sample with VC and STB data extracted during the audit from CAS and SMS. All exceptions to be reported.</p> <p>l) Auditor to compare TS recording data of DPO's CAS systems provided by Broadcaster/IBF during period under audit and CAS declared by the DPO. All exceptions to be reported in audit report.</p> <p>Report Annexure D duly filled for CAS and SMS tests.</p> <p>m) Auditor to highlight critical data not provided by DPO or the data which was not available or any other exclusion and limitations. Auditor to provide his assessment whether those exclusions and limitation limit ascertaining of true and correct subscriber count.</p> <p>n) Auditor to extract reports for the above checks and balances in terms of Annexure F.</p> |
| 16 | <p>a) Auditor to blacklist one STB & VC (separate from test STB & VC) from SMS, and check the status of the STB+VC in CAS</p> <p>b) Auditor to activate the same card (VC) from CAS. If it gets activated, it means blacklisting is not possible from CAS, i.e. this requirement is not complied with.</p> <p>c) Take screenshot of the blacklist screen to record the above and include in the report</p> |
| 17 | <p>a) Auditor should generate all reports as per Schedule-III A from the CAS. The reports should contain relevant details.</p> <p>b) Auditor should ensure each report has the minimum following information (apart from report wise specific fields):</p> <ol style="list-style-type: none"> i. DPO Name & address ii. Date & time stamp of report generation <p>c) Auditor should keep screenshots of each report.</p> |

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| | <p>d) Auditor to extract historical transactional logs from CAS for audit period and confirm the availability of the data required.</p> <p>e) All data from CAS server should be extracted in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS servers. A screen shot of the queries that are run should be part of the audit report.</p> <p>f) ANNEXURE-A1 should mention that CAS logs are available for up to preceding two consecutive years for each command executed in the CAS.</p> |
| 18 | Auditor to verify the Itemized bill generated from the SMS is capturing all the mentioned details in this clause & record a copy of the bill format & discrepancy noticed in the audit report. |
| 19 | <p>a) Auditor to check that the CAS declaration (ANNEXURE-A1) from each CAS vendor mentions the availability of this facility.</p> <p>b) Auditor to check that the SMS declaration (ANNEXURE-B1) from each SMS vendor mentions the availability of this facility</p> |
| 20 | <p>a) DPO to declare on its letterhead the no. of CAS systems deployed in each of its distribution networks. It should mention the no. of "Head-ends" connected with the said CAS with all IP address & geographical address details. This declaration is to be signed by no less than its owner/CEO/CTO.</p> <p>b) Auditor to confirm changes, if any, in configuration since last audit by performing TS recordings at the head-end and field locations and if communication was sent to the broadcasters by the DPO at the time the changes were implemented</p> |
| 21 | <p><u>Listing of channels in EPG with LCN reference:</u></p> <p>a) Connect STB to DPO signal in head-end.</p> <p>b) Scroll through all channels and make list of LCN + Channel name against actual channels seen on the screen</p> <p>c) Check placement of channels as per the genre declared in broadcaster agreements.</p> <p>d) Check genre-wise grouping is complied with</p> <p>e) Make a deviation list and include the findings in the report</p> |
| 22 | Auditor to deactivate the "test subscribers" from the SMS and confirm the corresponding STB is deactivated for all channels / services. |
| 23 | <p>a) Auditor to check that the CAS declaration (ANNEXURE-A1) from each CAS vendor mentions the CAS is compliant with this requirement.</p> <p>b) Auditor to check that the SMS declaration (ANNEXURE-B1) from each SMS vendor mentions the SMS is compliant with this requirement.</p> <p>c) Auditor to take declaration from DPO that it has preserved unedited data of the CAS and the SMS for at least two years.</p> <p>d) In addition to above, Auditor to perform steps mentioned above for SMS</p> |
| 24 | <p>Listing of channels in EPG with LCN reference :</p> <p>a) Connect STB to DPO signal in head-end.</p> <p>b) Scroll through all channels and make list of genre wise LCN + Channel name against actual channels seen on the screen</p> |
| 25 | <p>Declaration of coverage areas of network :</p> <p>a) DPO to provide self-declaration (on DPO letterhead) to auditors of coverage area of each distribution network in terms of cities/towns covered. Auditor to verify such declared areas viz-a-viz with the subscription agreement of the respective broadcaster(s)</p> <p>b) Auditor to list down broadcasters' inventory details for DPO's each distribution network headend.</p> <p>c) Auditor to visit DPO's Digital Sub-headends having multiple Headend(s) and undertake Headend validation as per audit Manual.</p> |

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| | d) Auditor to visit to 3-4 sample cities/LCOs (last mile) to ascertain whether any additional CAS/SMS is added on the ground but not reflecting at Headend(s)H/E (under declaration) or services are run in unencrypted mode or services are added at LCOs end. |
| 26 | Subscription report and monthly fee : a) Auditor to obtain from broadcaster all subscriber reports submitted by DPO for the audit period. b) Auditor to verify that the subscriber reports comply with the requirements of Schedule-VII of regulation with respect to completeness of information provided and accuracy of data. All variances need to be report in the audit report |
| 27 | Auditor to confirm that information as per regulation 8 is available on DPO's website and has been submitted to the Authority. The details of regulation is stated below: 8 (1) Every distributor of television channels shall publish, on its website, reference interconnect offer, in conformance with the regulations and the Tariff Order notified by the Authority, for carrying channels— (a) within sixty days of commencement of these regulations; and (b) Before starting a new distribution network: and simultaneously submit, for the purpose of record, a copy of the same to the Authority. Provided that such reference interconnect offer shall be applicable only in the cases where a broadcaster requests a distributor of television channels to carry the broadcaster's channels on the distribution network. |

(B) Fingerprinting:

| SR. No: | Audit Work Steps |
|---------|--|
| 1 | a) Auditor to trigger fingerprinting from SMS by inputting start / end time, duration of display, frequency of display and confirming that the fingerprint is seen on the STB output. b) Auditor to take a screenshot of the fingerprint |
| 2 | a) For visible type of finger printing: same as 1 above b) For covert type: Auditor should ensure this capability is mentioned in STB certificate (ANNEXURE-C1). |
| 3 | a) Auditor should trigger a fingerprint of 5 minutes duration from SMS to the test STB. b) While fingerprint is displayed on STB output connected to TV screen, auditor should press every key on the STB remote control and STB front panel. c) Auditor should confirm that no action in b) makes the displayed fingerprint disappear even momentarily for the whole duration of 5 minutes. d) If fingerprint disappears with any key action, this requirement is not complied with. |
| 4 | Auditor should trigger fingerprint on two test STBs and confirm the fingerprint displayed are unique to the VCs in the STBs (UA no. in cardless STBs). |
| 5 | a) Auditor should trigger 5 minutes fingerprint on test STB and use remote control of STB to navigate to Menu page, EPG page, Settings page, Blank screen and Games page. b) Fingerprint should be displayed on all the above mentioned pages. |
| 6 | Auditor should trigger fingerprint on test STB multiple times, each time with at least 5 options of location, font colour, and background box colour. The locations of the fingerprint should be seen on random areas of the TV screen to make it unpredictable to viewer. |
| 7 | Auditor should trigger fingerprint on two test STBs and confirm the fingerprint displayed are corresponding uniquely to the actual VCs in the STBs (UA no. in cardless STBs). |
| 8 | a) Auditor should trigger fingerprint to ALL STBs and confirm fingerprints are displayed on all test STBs b) Auditor should trigger fingerprint to one test STB and confirm it is displayed on the particular STB only. |

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| 9 | a) Auditor should obtain fingerprint schedules from some broadcaster channels distributed by the DPO. b) Auditor should monitor sample channels of those broadcaster on DPO's STB and take screenshot of broadcaster fingerprint seen on TV screen as proof of compliance |
| 10 | a) Auditor should trigger scroll message of 120 characters from the DPO's SMS or CAS targeted to all the test STBs. b) The scroll should be displayed in its entirety as a horizontally moving ticker on the lower part of the TV screen. |
| 11 | a) Auditor should trigger a fingerprint of 5 minutes duration from SMS to the test STB. b) The STB should be rebooted and fingerprint should reappear again automatically. If fingerprint disappears, this requirement is not complied with. c) The STB declaration (ANNEXURE-C1) should also mention this capability. |
| 12 | To confirm the network logo is inserted from the encoder end only for all channels: a) Auditor should disconnect all test STBs from RF signal and then observe the TV screen. b) If network logo is still visible on TV screen, then the requirement of insertion of network logo at the encoder end is not complied with. c) Screenshot of the observations should be included as part of the audit report. d) Check DPO's service logo is inserted only in watermark form which shall be at least 50% transparent and appears only on the right hand side corner at the bottom of the screen and shall be of a size which does not cover more than 5% of the space on screen from the right and 5% from the bottom or shall does not hamper the viewing experience of the channels in any manner. |

C) Set Top Box (STB):

| Sr. No: | Audit Work steps |
|---------|---|
| 1 | a) Auditor should inspect all models of STBs (2 units of each make & model) under test and confirm the STB serial no./VC no./UA no. exists in the live CAS database. b) Auditor should ascertain if the middleware in each model of STB has interactive services capability |
| 2 | Auditor should perform activation / deactivation of all packages (starting with base pack) on all models of test STBs and list down reception of all channels as per packages |
| 3 | a) Auditor should trigger fingerprinting on a particular channel and confirm fingerprint is seen on all test STBs on that particular channel only at the same time. This is ECM based fingerprinting. b) Auditor should trigger fingerprinting on ALL channels and confirm fingerprint is seen on ALL test STBs on ALL channels at the same time. This is EMM based fingerprinting |
| 4 | a) Auditor to connect all STBs on RF signal and do auto scan and download all channels and cross check the status of all channels and note the channel detail received with audio/video (if any). The auditors to highlight in case of any discrepancy observed. b) Auditor should trigger fingerprint on the test STBs and confirm fingerprint is displayed. |
| 5 | a) Auditor should trigger scroll message of 120 characters from the DPO's SMS targeted to all the test STBs. b) The scroll should be displayed in its entirety as a horizontal moving ticker on the lower part of the TV screen. |
| 6 | a) Auditor should trigger scroll to all STBs and confirm it is displayed on all test STBs. b) Auditor should trigger scroll to one test STB and confirm it is displayed on the particular STB only. |
| 7 | Auditor should trigger scroll messaging from SMS or CAS to all STB in the network which should display the fingerprint as the message. Auditor should take screenshot of the display |

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| 8 | <p>a) Auditor should take copies of BIS certificates from the DPO for each make & model of STB. The certificates should be pertaining to audio / video parameters and electrical parameters.</p> <p>b) The certificates should mention exact STB make & model nos.</p> <p>c) As of the audit date, the certificates should be valid.</p> <p>d) Auditor should confirm validity by cross-checking the certificates from BIS website.</p> |
| 9 | <p>Auditor to check that the STB declaration (ANNEXURE-C1) mentions the availability of this facility</p> |
| 10 | <p>Auditor to check:</p> <p>a) STB declaration (ANNEXURE-C1) for each make & model of STB contains the following functionalities:</p> <ul style="list-style-type: none"> i. Macrovision-7 or better on Composite video output. ii. Macrovision-7 or better on the Component Video output. iii. HDCP copy protection on the HDMI & DVI output. iv. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports. <p>b) For STBs having recording facility to internal and/or external storage devices such as USB / Hard Disk drives, auditor should check recorded content plays only on the specific STB where content was recorded</p> <p>c) Auditor to check that scheduled fingerprint and scroll messaging is displayed even when stored content is played on the STB.</p> <p>d) Auditor should confirm that recorded content cannot be played if STB is in de-active state</p> |

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Annexure -I

The total number of registered subscribers.



Report title: Total No. of Registered STBs

Period of Report:

Run Time:

Run Date:

Total no. of Registered STBs: (STB Count)

| S. no. | STB No | VC no (If Applicable) | Status | Last command date and time |
|--------|--------|-----------------------|--------|----------------------------|
| 1 | . | . | . | . |
| 2 | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| n-1 | . | . | . | . |
| n | . | . | . | . |

Note:

1. The report will be generated in chronological manner w.r.t activation date of STB/VC.
2. The report generation will support both excel and PDF formats.
3. The report should be able to generate data for any time period as per requirements (hour-wise, day-wise, week-wise, month-wise, year-wise)
4. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure -II
The total number of active subscribers.



Report title: Total No. of active STBS

Period of Report:

Run Time:

Run Date:

Total no. of active STBs: (STB Count)

| S. no. | Customer ID | STB no/STB ID | VC no. (if applicable) | Last Activation date | CAS (in case of multiple CAS) |
|--------|-------------|---------------|------------------------|----------------------|--------------------------------|
| 1 | . | . | . | . | . |
| 2 | . | . | . | . | . |
| . | . | . | . | . | . |
| . | . | . | . | . | . |
| . | . | . | . | . | . |
| . | . | . | . | . | . |
| n-1 | . | . | . | . | . |
| n | . | . | . | . | . |

Note:

1. The report will be generated in chronological manner w.r.t activation date of STB/VC.
2. The report generation will support both excel and PDF formats.
3. The report should be able to generate data for any time period as per requirements (hour-wise, day-wise, week-wise, month-wise, year-wise)
4. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure - III

The total number of temporary suspended subscribers.



Report title: Total No. of Temporary Suspended STBs

Period of Report:

Run Time:

Run Date:

Total no. of temporary suspended STBs: (STB Count)

| S. no. | STB no/STB ID | VC no. (if applicable) | Last suspension date and time | CAS (in case of multiple CAS) |
|--------|---------------|------------------------|-------------------------------|--------------------------------|
| 1 | . | . | . | . |
| 2 | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| n-1 | . | . | . | . |
| n | . | . | . | . |

Note:

1. The report will be generated in chronological manner w.r.t de-activation date of STB/VC.
2. The report generation will support both excel and PDF formats.
3. The report should be able to generate data for any time period as per requirements (hour-wise, day-wise, week-wise, month-wise, year-wise)
4. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure - IV

The total number of deactivated subscribers.



Report title: **Total No. of de-active STBS**

Period of Report:

Run Time:

Run Date:

Total no. of de-active STBs: (STB Count)

| S. no. | Customer ID | STB no/STB ID | VC no. (if applicable) | Last De-Activation date | CAS (in case of multiple CAS) |
|--------|-------------|---------------|------------------------|-------------------------|--------------------------------|
| 1 | . | . | . | . | . |
| 2 | . | . | . | . | . |
| . | . | . | . | . | . |
| . | . | . | . | . | . |
| . | . | . | . | . | . |
| . | . | . | . | . | . |
| n-1 | . | . | . | . | . |
| n | . | . | . | . | . |

Note:

1. The report will be generated in chronological manner w.r.t de-activation date of STB/VC.
2. The report generation will support both excel and PDF formats.
3. The report should be able to generate data for any time period as per requirements (hour-wise, day-wise, week-wise, month-wise, year-wise)
4. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure -V

List of blacklisted STBs in the system.



Report title: Total No. of Blacklisted STBs

Period of Report:

Run Time:

Run Date:

Total no. of Blacklisted STBs: (STB Count)

| S. no. | Customer ID | STB no/STB ID | VC no. (if applicable) | Blacklisted date and time | CAS (in case of multiple CAS) | Reason |
|--------|-------------|---------------|------------------------|---------------------------|--------------------------------|--------|
| 1 | . | . | . | . | . | |
| 2 | . | . | . | . | . | |
| . | . | . | . | . | . | |
| . | . | . | . | . | . | |
| . | . | . | . | . | . | |
| . | . | . | . | . | . | |
| n-1 | . | . | . | . | . | |
| n | . | . | . | . | . | |

Note:

1. The report will be generated in chronological manner w.r.t de-activation date of STB/VC.
2. The report generation will support both excel and PDF formats.
3. The report should be able to generate data for any time period as per requirements (hour-wise, day-wise, week-wise, month-wise, year-wise)
4. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure - VI

Channel and bouquet wise monthly subscription report in the prescribed format.



Report title: **package wise STB count**

Period of Report: Month Filter

Run Time:

Run Date:

| S. no. | Package/channel Name | Package ID/service ID | Count of first week | Count of second week | Count of third week | Count of fourth week |
|--------|----------------------|-----------------------|---------------------|----------------------|---------------------|----------------------|
| 1 | . | . | . | | | |
| 2 | . | . | . | | | |
| . | . | . | . | | | |
| . | . | . | . | | | |
| n-1 | . | . | . | | | |
| n | . | . | . | | | |

Note:

1. The report generation will support both excel and PDF formats.
2. The report should be able to generate data for any time period as per requirements (hour-wise, day-wise, week-wise, month-wise, year-wise)
3. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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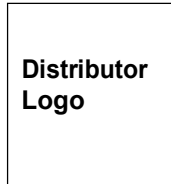
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Annexure -VII

The names of the channels forming part of each bouquet.



Report title: **package wise channels Details**

Period of Report:

Run Time:

Run Date:

| S. no. | Package Name | SMS Package ID | CAS Package ID | FTA Channels | Pay Channels |
|--------|--------------|----------------|----------------|--------------|--------------|
| 1 | . | . | | . | |
| 2 | . | . | | . | |
| . | . | . | | . | |
| . | . | . | | . | |
| . | . | . | | . | |
| . | . | . | | . | |
| n-1 | . | . | | . | |
| n | . | . | | . | |

Note:

1. The report generation will support both excel and PDF formats.
2. The report should be able to generate data for any time period as per requirements (hour-wise, day-wise, week-wise, month-wise, year-wise)
3. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure -VIII

The total number of active subscribers subscribing to a particular channel or bouquet at a given time.



Report title: Subscriber subscribing to particular service at a particular date

Service: Channel /package (Filter 1)

Date: (Filter 2)

Run Time:

Run Date:

| S. no. | Customer ID | STB no/STB ID | VC no. (if applicable) | Last Activation date |
|--------|-------------|---------------|------------------------|----------------------|
| 1 | . | . | . | . |
| 2 | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| . | . | . | . | . |
| n-1 | . | . | . | . |
| n | . | . | . | . |

Note:

1. The report will be generated in chronological manner w.r.t activation date of STB/VC.
2. The report generation will support both excel and PDF formats.
3. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure - IX

The name of a-la carte channel and bouquet subscribed by a subscriber.

| |
|-----------------------------|
| Distributor Logo |
|-----------------------------|

Report title: a-la-carte and bouquet subscription report

Period of Report:

Run Time:

Run Date:

Total no. of customers on a- la-carte: (Subscriber Count)

| S. no. | Customer ID | STB no/STB ID | VC no. (if applicable) | A-la-carte channels | Bouquet Subscribed |
|--------|-------------|---------------|------------------------|---------------------|--------------------|
| 1 | | | | Channel 1 | . |
| | | | | Channel 2 | . |
| | | | | Channel n | . |
| 2 | | | | Channel 1 | . |
| | | | | Channel n | . |
| . | . | . | . | . | . |
| n-1 | . | . | . | . | . |
| n | . | . | . | . | . |

Note:

1. The report will be generated in chronological manner w.r.t activation date of STB/VC.
2. The report generation will support both excel and PDF formats.
3. The report should be able to generate data for any time period as per requirements (hour-wise, day-wise, week-wise, month-wise, year-wise)
4. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure -X

The ageing report for subscription of a particular channel or bouquet.



Report title: Aging of STBs on particular package/channel in terms of activations

Period of Report: (Filter 1)

Run Time:

Run Date:

| S. no. | Package Name/Channel name | 0-30 (I) | 31-60 (II) | 61-90 (III) | 91-120 (IV) | >120 Days (V) |
|--------|---------------------------|-------------|---------------|----------------|----------------|------------------|
| 1 | . | . | . | . | . | . |
| 2 | . | . | . | . | . | . |
| . | . | . | . | . | . | . |
| . | . | . | . | . | . | . |
| . | . | . | . | . | . | . |
| . | . | . | . | . | . | . |
| n-1 | . | . | . | . | . | . |
| n | . | . | . | . | . | . |

Note:

1. The report will be generated in terms of active STBs. Column I will contain the no. of all those active STBs who are subscribing to a particular service till 30 days. The moment some active STBs will have subscription of that particular service for more than 30 days, those STB count will then reflect in column II and so on.
2. The report generation will support both excel and PDF formats.
3. The report should be able to generate data for time period as per requirements (day-wise, week-wise, month-wise, year-wise)
4. Report should have page no in format (1 of n) and providing information regarding the run time, run date and period of report is mandatory.

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Annexure A1
CAS / DRM DECLARATION
(On CAS / DRM Company Letter Head)

Date: _____ (within 90 days prior to audit)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____
address: _____
having its IPTV headend at _____
has installed Conditional Access System (CAS / DRM) from our company for its distribution network.

Date of CAS / DRM
Installation: _____ CAS /
DRM
Version: _____
CAS / DRM ID: _____, NETWORK ID: _____
CAS / DRM PID detail: _____

Location of CAS / DRM servers (Database server, ECMG, EMMG): _____

Detail of main and back up CAS / DRM servers installed: _____

Server date format _____ (DD/MM/YY) or (MM/DD/YY) & time zone: _____ (GMT/ IST)
Database detail: _____

Attached is schematic diagram of CAS / DRM network including ECMG/EMMG & other servers installed in headend/remote headend.

With respect to the CAS / DRM installed at above mentioned headend and in terms of Schedule-III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 of TRAI, we confirm the following:

- 1) The CAS / DRM does not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS / DRM terminal. All activation and deactivation of STBs can be done with the commands of the SMS.
- 2) The current version of CAS / DRM does not have any history of hacking.
- 3) We have the capability of upgrading of CAS / DRM in case it gets hacked.
- 4) The CAS / DRM is currently in use by other pay TV services and it has an aggregate of at least 1 million subscribers in the global pay TV market.
- 5) It is not possible to alter the data and logs recorded in the CAS / DRM.
- 6) We, the CAS / DRM system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package.
- 7) We have the technical capability in India to maintain the CAS / DRM system on 24x7 basis through the year.
- 8) This CAS / DRM is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
- 9) This CAS / DRM is 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 / DRM including but not limited to activation and deactivation commands issued by the SMS.

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10) The CAS / DRM has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

11) The CAS / DRM has the capacity to activate or deactivate services or STBs of at least 10% of the subscriber base of this customer's distribution network within 24 hours.

Please find enclosed a sample of transaction logs corresponding to each command executed in the CAS / DRM including but not limited to activation and deactivation commands issued by the SMS.

Thanking you,
For (CAS / DRM company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

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Annexure B1
SMS DECLARATION
(On SMS Company Letter Head)

Date: _____ (within 90 days prior to audit)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____

address: _____

having its IPTV headend at _____

has installed Subscriber Management System (SMS) from our company for its distribution network.

Date of installation of SMS: _____ SMS Version: _____

Network ID: _____ Location of SMS servers: _____

SMS Database detail with number of instances created: _____

Please find enclosed the schematic diagram of SMS and CAS / DRM system(s) integration.

With respect to the SMS installed at above mentioned headend and in terms of Schedule-III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 of TRAI, we confirm the following:

- 1) The SMS is currently in use by other pay TV services that have an aggregate of at least 1 million subscribers in the global pay TV market.
- 2) The SMS has the capacity to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.
- 3) We have the technical capability in India to be able to maintain our systems on 24x7 basis through the year.
- 4) We, the SMS system provider are able to provide monthly log of activation and deactivation on particular channel or on a particular Bouquet /Subscriber Package.
- 5) The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
- 6) This SMS is independently capable of generating log of all activations and deactivations.
- 7) The SMS is 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.
- 8) Please find enclosed sample log of all activations & deactivations of a particular channel generated from this SMS system.

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Thanking you,
For (SMS company name)

(Signature)

Name: _____
Designation: _____ (not below the level of COO or CEO or CTO)
Company seal:

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Annexure C1
STB CONTENT PROTECTION DECLARATION
(On STB Company Letter Head)

Date: _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____
with address: _____
having its DAS headend at: _____

has taken Set-Top-Boxes (STB) models mentioned below from our company for its distribution network:

1. STB Model: _____
2. STB Model: _____
3. STB Model: _____
4. STB Model: _____

We hereby confirm that the audio/video outputs of the STBs:

1. STB Model: _____
2. STB Model: _____
3. STB Model: _____
4. STB Model: _____

have the following copy protections:

- (a) Macro vision 7 or similar or better on composite video output.
- (b) High Bandwidth digital content protection (HDCP) or similar copy protection on the HDMI & DVI output.
- (c) Digital Transmission content protection (DTCP) or similar copy protection on the IP, USB, 1394 Ports or any other digital output.

We also hereby confirm that the audio/video outputs of the below mentioned STB models support covert type finger printing and fingerprinting is never disabled:

1. STB Model: _____
2. STB Model: _____
3. STB Model: _____
4. STB Model: _____

Thanking You
For (STB Company Name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company Seal:

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ANNEXURE-D1 Technical Questionnaire for DAS Headend (Headend, CAS, SMS, STB, Anti piracy & EPG)

Headend name :

Date :

Address of the headend
.....

Headend technical person, Contact
No.

| 1 | No.of SD & HD Channels presently running in the network | FTA | PAY | TOTAL | Total no. of Transport Stream | |
|---|---|-----|-----|-------|-------------------------------|--|
| | | SD | | | | |
| | | HD | | | | |

| Sl. No. | CAS Make | Version | For Software based (Cardless) | | | Server Location |
|---------|----------|---------|-------------------------------|------------|------------------|-----------------|
| | | | Encryption Strength | Key Length | Video Scrambling | |
| 1 | | | | | | |
| 2 | | | | | | |

| Sl. No. | SMS Make | Version | Date of Installation | Server Location |
|---------|----------|---------|----------------------|-----------------|
| 1 | | | | |
| 2 | | | | |

| Sl. No. | STB Make | Model | (HD, SD, PVR) | MPEG 2/4 | Card/ Cardless | Embedded CAS Name |
|---------|----------|-------|---------------|----------|----------------|-------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

| A) Headend Equipments | | Status | | | |
|-----------------------|--|------------------|------|-------|----------|
| 2 | Please specify Headend equipment Make, Model & Quantity. | Item | Make | Model | Quantity |
| | | Multiplexers/QAM | | | |

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| | | | | |
|--|--|---|------------|--|
| | | Encoder | | |
| B) Conditional Access System (CAS) & Subscriber Management System (SMS) | | Yes/No | | |
| 1 | Is the SMS computerized and capable to record the vital information and data concerning the subscribers such as: | | | |
| | a. Unique Customer 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. Email id | | | |
| | i. Service/Package subscribed to | | | |
| | j. Unique STB Number | | | |
| | k. Unique VC Number | | | |
| | 2 | Is the SMS able to undertake the following: | | |
| a. Viewing and printing historical data in terms of the activations, deactivations etc. | | | | |
| b. Location of each and every set top box VC unit | | | | |
| c. Is the SMS capable of giving the reporting at any desired time about: | | | | |
| i. The total no subscribers authorized (as on any particular date) | | | | |
| ii. The total no of subscribers on the network (as on any particular date) | | | | |
| iii. The total no of subscribers subscribing to a particular service at any particular date. | | | | |
| iv. The details of channels opted by subscriber on a-la carte basis. | | | | |
| v. The package wise details of the channels in the package with service ID. | | | | |
| vi. The package wise subscriber numbers. | | | | |
| vii. The ageing of the subscriber on the particular channel or package | | | | |
| viii. The history of all the above mentioned data for the period of the last 2 years | | | | |
| 3 | Are SMS and CA integrated for activation and deactivation process from SMS to be simultaneously done through both the systems? Is the CA system independently capable of generating log of all activation and deactivations? | | | |
| 4 | | CAS | SMS | |

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| | | | | | |
|---|---|------------------------------|-------------|------------------------------|-------------|
| | Are SMS & CAS capable of individually addressing subscribers, on a channel by channel and STB by STB basis? | | | | |
| 5 | For VC based CAS, is the STB & VC paired from head-end to ensure security? | | | | |
| 6 | Is CAS system provider able to provide monthly log of the activations on a particular channel or on the particular package? | | | | |
| 7 | Is SMS able to generate itemized billing such as content cost, rental of the equipments, taxes etc? | | | | |
| 8 | Does Deactivation of STB happen within 15 minutes of receiving the information of piracy from the Company? | | | | |
| 9 | Do CAS & SMS have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB can not be redeployed? | CAS | | SMS | |
| | | | | | |
| 10 | Is CAS able to provide reports at any desired time about: | | | | |
| | a. Active and De-active VC wise details as on date | | | | |
| | b. Active and De-active VC wise details as on month end for any particular period | | | | |
| | c. Activation and De-activation logs for VC on a particular channel or on the particular package for any particular period | | | | |
| 11 | Is CAS & SMS able to provide reports at any desired time about: | CAS | | SMS | |
| | | | | | |
| | a. VC wise log of changes in packages/channels for any particular period | | | | |
| | b. Logs of creation and modification of packages for any particular period | | | | |
| 12 | Total No. of STBs deployed in the network presently? | In field SD: In field HD: | | In Stock SD: In Stock HD: | |
| | | | | | |
| C) Fingerprinting & Scroll messaging | | STB1 | STB2 | STB3 | STB4 |
| | | Yes/No | | | |
| 1 | Is FP Facility available | | | | |
| | a. Visible (Overt) | | | | |
| | b. Invisible (Covert)? | | | | |
| 2 | Is the finger printing removable by pressing any key on the remote control / front panel of STB? | | | | |
| 3 | Is the fingerprinting on the top most layer of the video? | | | | |
| 4 | Can the Finger printing identify the unique STB number or the unique Viewing Card (VC) number? | | | | |
| 5 | Does fingerprinting appear on all the screens of the STB, such as Menu, EPG etc.? | | | | |
| 6 | Is the location of the Finger printing changeable from the Headend and random on the viewing device? | | | | |

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| | | | | | | |
|---------------|---|---------------|-------------|-------------|-------------|-------------|
| 7 | Is FP background available in minimum 05 colours / no background? | | | | | |
| | Is minimum 05 colors possible for the alphanumeric characters of the FP? | | | | | |
| | Is five different font sizes possible for the alpha numeric characters of FP? | | | | | |
| 8 | Is finger printing possible on global STB basis? | | | | | |
| | Is finger printing possible on individual STB basis? | | | | | |
| 9 | Is overt finger printing and On screen display (OSD) messages of the respective broadcasters displayed by the MSO/LCO without any alteration with regard to the time, location, duration and frequency. | | | | | |
| 10 | Is the STB capable of doing finger printing and support Entitlement control message (ECM) based finger printing? | | | | | |
| | Is the STB capable of doing finger printing and support Entitlement management Message (EMM) based finger printing? | | | | | |
| 11 | Is the scroll messaging character length 120 or more? | | | | | |
| 12 | Are duration and frequency of scroll messages controllable as and when required? | | | | | |
| 13 | Does STB has forced messaging capability? | | | | | |
| 14 | Does the STB should have a provision that scroll is never disabled? | | | | | |
| 15 | (a) Is Opacity of all On-Screen displays greater than 80%? | | | | | |
| | (b) Is Opacity not changeable by the Viewer? | | | | | |
| 16 | Is there provision for the global messaging, group messaging and the individual STB messaging? | | | | | |
| 17 | Is forcing the STB to display its FP through messaging possible? | | | | | |
| | | | | | | |
| D) STB | | STB1 | STB2 | STB3 | STB4 | STB5 |
| | | Yes/No | | | | |
| 1 | Is Valid BIS certificate of each model of STB available? | | | | | |
| 2 | If DVR / PVR STBs are used, do they have the following features? | | | | | |
| | a. Does Content get recorded along with FP / watermarking /scroll & does recorded content display live FP during play out? | | | | | |
| | b. Is recorded content encrypted & not play on any other devices? | | | | | |

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| | | | | | | |
|----------|---|--|--|--|--|--|
| | c. Is content get recorded along with entitlements and play out only if channel/ STB is deactive? | | | | | |
| 3 | Do the STB outputs have the following copy protections? | | | | | |
| | a. Does Macro vision 7 or similar or better on composite video output available? | | | | | |
| | b. Does High Bandwidth digital content protection (HDCP) or similar copy protection on the HDMI & DVI output available? | | | | | |
| | c. Does digital Transmission content protection (DTCP) or similar copy protection on the IP, USB, 1394 ports or any applicable outputs available? | | | | | |
| 4 | Does the STB have any common interface (CI slot)? | | | | | |
| 5 | Is STB addressable to be upgraded by OTA? | | | | | |
| 6 | Watermark of the network logo is Encoder or STB generated? | | | | | |

| D) EPG Details | | | | | | |
|-----------------------|---|---|--------------------|--|--|--------------------------|
| | | Can PSI/SI server do EPG upload? (Yes/No) | PSI/SI server Make | | EPG info service provider name (if no one, fill NIL) | What is EPG file format? |
| 1 | EPG info available on STB to viewer? (Yes/No) | | | | | |
| | | | | | | |
| | | | | | | |

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**ANNEXURE H
EQUIPMENT DETAILS**

- I. License No. (under the IPTV Guidelines, as amended)– _____
- 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

| Details of CAS & SMS installed in the network | | | | | | | | |
|---|------|---------|--------|---------------------------------|------|---------|------------|---------------------------------|
| CAS | | | | | SMS | | | |
| Sl. No. | Make | Version | CAS ID | CAS Server installation address | Make | Version | Network ID | SMS Server installation address |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |

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ANNEXURE I

Documents/Information to be submitted by DPO

- a) License copy
- b) Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of DPO (Applicable for Company)
- c) Partnership Deed and Authorisation letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
- d) Signature proof of authorized signatory (Applicable for sole proprietorship)
- e) Pan Card copy/Form 60
- f) GST Registration Certificates
- g) TAN No.
- h) CAS Declaration Form
- i) SMS Declaration Form
- j) Copy of BECIL certificate if an audit was caused by DPO in 6 months prior to execution of this SLA
- k) List of associated Joint Ventures
- l) Additional Disclosures

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Additional Disclosures

Customer ID _____

Agreement No. _____

Dated _____

Yes

No

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

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 _____

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