

Reference Inter-connect Offer

For distribution of Services/Channels through Cable Network via CAS/DTH/ ADDRESSABLE SYSTEMS/DIGITAL ADDRESSABLE Cable TV SYSTEMS

The Standard terms of technical and commercial interconnect offer of

ODISHA TELEVISION LTD FOR OTV, TARANG, TARANG MUSIC, PRARTHANA & ALANKAR Channels

The terms mentioned in this Reference Interconnect Offer (RIO) are the broad terms, on acceptance of which the parties shall have to enter into a detailed Subscription Agreement ('Agreement') containing all the terms and conditions to enable the various Platforms to distribute the Channels.

GENERAL DEFINITIONS AND INTERPRETATIONS:

Affiliate: shall mean and include a Multi System Operator/Cable Operator/DTH/Addressable Platforms, including its Agent(s) or Intermediary(ies) and/or a sub-operator(s), who is authorized by ODISHA TELEVISION as per the terms of this Agreement to subscribe the agreed Channels in order to further distribute the same to its Ordinary Cable Subscribers (via CAS/DTH/ADDRESSABLE SYSTEMS/DIGITAL ADDRESSABLE SYSTEMS (DAS) and HITS directly and/or through its Agents/Intermediaries Affiliate shall include its successor, legal heirs, executors and administrators in the case of a sole proprietorship; successors and permitted assigns in the case of a company; the partner or partners for the time being and karta and coparceners in the case of a Hindu Undivided Family ("HUF") as may be applicable;

Agreement: means this Affiliate Agreement to be executed with affiliates along with its Schedules/Annexures attached to and forms part of this Agreement as may be amended from time to time.

Agent – shall mean any person including an individual, group of persons, public or body corporate, firm or any organization or body who, put, employ or install any device/joint or otherwise is allowed to access the Channels/Service or any part thereof through the Affiliate's Permitted Distribution System and includes imputers/jointers /link operators/ sub-cable operator by whatever name called, who have been authorized by the Affiliate to make the Service available to its Subscriber and the Affiliate shall be deemed to be acting as Principal thereof. They may also be called and referred as the Intermediaries.

Applicable Laws – shall mean and include any law, regulation, direction, notification, policy, guidelines, order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi judicial or administrative authority concerning Broadcasting and distribution of TV channels and matters consequential upon and incidental thereto.

"Channels": means "OTV", "Tarang", "Tarang Music", "PRARTHANA and ALANKAR satellite-based TELEVISION channels.

"Commercial Cable Subscriber" means any person, other than a Multi System Operator or a cable operator, who receives the Service at a place indicated by him to a ODISHA TELEVISION/broadcaster, multi system operator or cable operator, as the case may be, and uses such signals for the benefit of his clients, customers, members or any other class or group of persons having access to such place, which inter-alia includes Commercial Establishment(s).

"Commercial Establishment": includes the establishments which avails/subscribes the Services in order to distribute/transmit the same as integral or part of the services to its main services being provided to its customers/employees/members and/or to use the same for its own members, which inter-alia includes Hotels, Guest houses, lodges, Pubs, bars, clubs, hospitals, banks, offices and factories etc.

Equipment – shall include IRDs and the Viewing card(s).

Integrated Receiver Decoder (IRD) – shall mean a device, decoder, receiver cum decoder that is able to receive and/or decode the Service; while used in conjunction with a Viewing card by the Affiliate and which has a recommendation/approval of ODISHA TELEVISION on the basis or mutually agreed parameters between the parties.

"Intellectual Property Rights" : includes all intellectual property rights owned and/or licensed to at present and/or to be owned by and licensed to ODISHA TELEVISION and/or the Channel/Service owners in future; which inter-alia includes copyright, trade name, trademark, service mark, trade secrets, rights of attribution, integrity and similarly afforded "moral rights," and any other intellectual or proprietary rights of any nature whatsoever in any part of the world, which belongs to ODISHA TELEVISION and/or its associate/Group Companies

Material Breach – shall include but not be limited to any of the following breaches of the terms and conditions of the affiliate Agreement –

- 1) Non-payment/part payment of the Subscription fee as per the terms of this Agreement.
- 2) Providing untrue Statement/warranties and/or in the event of a statement /warranty of the party is found to be untrue.
- 3) Change of location of IRDs/ Viewing cards by the Affiliate without consent of ODISHA TELEVISION.
- 4) Under disclosure or wrong disclosure of subscription base and /or non providing the (true and correct) List of Subscribers,
- 5) Provision of Services by the Affiliate in any other mode and
- 6) Any other breach affecting the ODISHA TELEVISION business adversely including but not limited to noncompliance of any statutes.

Multi System Operator – means any person who receives a broadcasting service from a broadcaster and/or their authorized agencies and re-transmits the same to consumers and/or retransmits the same to one or more cable operators and includes his/her authorized distribution agencies. Ordinary Cable Subscriber means individual/household /Customer who receives the Channels/Services from the Affiliate at a place indicated by him to the Affiliate and use the same for his own domestic/viewing purpose, without further transmitting it to any other person. The term may also be used as Customer or Subscriber for the purpose of convenience under this Agreement and for transmission in Digital Addressable Cable Television Systems area who is duly registered and granted License by the Central Govt as per Sub Rule 3 of Rule 11 of CATV Rules and has the requisite Channel Capacity (200 numbers as on the 30th June, 2012 and 500 channels by 1st January, 2013)

"Premises": means the location at which the IRD(s) are to be installed/housed and used in accordance with the provisions hereof;

Subscriber – means Ordinary Cable Subscriber, Commercial Establishments/Commercial Cable Subscribers as would be authorized through affiliate agreements.

"Subscription Fee/charges": means the fee/amount payable excluding taxes by the Affiliate to ODISHA TELEVISION for subscribing the Service, and all revisions thereof, as may be amended or varied by ODISHA TELEVISION from time to time;

Territory – shall mean the area within which the Affiliate is authorized to distribute the Services/Channel(s).

The other title/definition if any would bear the general meaning as assigned to them under TRAI Act and Regulations.

Disclosures and Submissions by AFFILIATE

The Affiliate is required to comply with all the applicable regulations issued by TRAI and has to provide the following at the time of asking for the channels alongwith :

- (i) A copy of the valid registration certificate/licences issued to the Affiliate under the Cable TELEVISION Networks (Regulation) Act, 1995 and other applicable Acts for running a cable TELEVISION network/DTH/Addressable Systems and also need to undertake that the registration certificate would be renewed before it is expired.
- (ii) For transmission in Digital Addressable Cable Television Systems area registration certificate/ License issued by the Central Govt as per Sub Rule 3 of Rule 11 of CATV Rules and proof of compliance of specifications prescribed for addressable systems in DAS area and having the requisite Channel Capacity (200 numbers as on the 30th June, 2012 and 500 channels by 1st January, 2013)
- (iii) A copy of the valid Service Tax registration.
- (iv) A latest copy of the Income tax assessment return
- (v) A list of Subscribers being served by directly and through its Agents.
- (vi) A list of its agents along with their subscriber details (for subscribers indirectly being served by the Agents).
- (vii) Identity Proof
- (viii) Constitution documents – (Partnership Deed, Memorandum/Articles of Association etc. with copy of annual accounts for last three years, Certificate of credit worthiness,
- (ix) List of partners/Directors
- (x) Office Address proof.
- (xi) Mapping / Geographical representation of the Area/Territory Subject to complying with the preliminary requirements specified above and upon execution of Inter-Connect Agreement, the Affiliate will be entitled to subscribe for the Channels on the terms and conditions as specified in the said Agreement.
- (xii) Valid ROW permissions, Permissions for MDU subscribers and permissions from Local bodies.
- (xiii) Compliances of obligations under Entertainment Tax Act and/or any other compliance under Local Laws.
- (xiv) Copies of affiliate arrangements with other Broadcasters and no dues certificates from them.

OTHER GENERAL CONDITIONS:

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

1.1 SCOPE OF SERVICES

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

Subscription to and distribution of the TELEVISION channel(s) whether as an individual channel or as a part of a Bouquet and described in Annexure A to this Agreement through the Distribution System directly or indirectly to the subscriber, For the purpose of ascertaining the scope of services at any point of time, the scope of services as indicated above shall be read with additions /deletions, if any, done through separate addendum agreements/ updation forms executed from time to time and till the date of reckoning.

1.2 AREA (S) SERVED

The parties mutually agree that the services referred in clause 1.1 of this Agreement shall have reference to the area specified in the city/cities of interest of affiliate with clear demarcation.

1.3 TERM

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

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

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

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

1.4 ENTIRE UNDERSTANDING

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

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

ARTILCE 2 : SUBSCRIPTION RIGHTS

2.1 Subject to due observance by the Parties of the terms and conditions of this Agreement and in consideration of the promise by the Affiliate to make payment of the Subscription Amounts which are due and payable in terms of this Agreement to the Broadcaster, the Broadcaster hereby grants to the Affiliate, for the duration of the Term of this Agreement, a non-exclusive right to avail the services indicated in clause 1.1 of Article 1 comprising in the right to subscribe to and to distribute the Subscribed Channels as described in Annexure A to the subscribers in the Area only via the Distribution System. The Affiliate shall have the right to distribute the viewing of the subscribed TELEVISION Channels only to subscribers in the Area and not to any other third party.

2.2 The subscription rights given to the Affiliate under this Agreement are confined to subscribers specifically agreed in this agreement. This Agreement does not give the Affiliate or his agents rights to transmit by any mode of transmission from the head end of the Affiliate to the commercial operators and/or its subscribers other than through coaxial or optic fiber cable.

2.3 Without prejudice to the remaining provisions of this Agreement, the Broadcaster reserves the right: 2.3.1 to commence or continue to provide the Service direct to other Affiliates and to appoint other Affiliates in the Area for the purpose of distributing the Service, subject, however, to the observance of the provisions of applicable law in force.

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

2.4 In the event of an increase/decrease in the number of the Subscribed Channels the same shall be negotiated and settled mutually.

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

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

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

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

- The change in applicable Laws and regulations would prevail over and regulate the provisions of service.
- The Affiliates operating system should be able to handle individual channels, packages, tiers, discounts, free offers, promotional offers;
- The Services of the Broadcaster shall be provided to the subscribers only through The approved mode and no services shall be provided without following the provisions of SLR/SMS for recording, authorization, billing and accounting through the said system.
- The Affiliate shall be liable to provide to the Broadcaster, as and when demanded by the Broadcaster, from time to time a list of subscribers pertaining to any location along with the names and addresses of the subscribers within the Area to which it or its sub Operators is providing the Channel services including each dwelling for purposes of verification.

ARTICLE 3: COMMERCIAL TERMS AND CONDITIONS OF AGREEMENT

A. SUBSCRIPTION AMOUNTS

3.1.1 Subject to the provisions set forth herein in this Agreement, and in consideration of the rights granted by the Broadcaster under this Agreement in terms of clause 2.1 of Article 2, the Affiliate agrees to pay to the Broadcaster the Subscription Amounts as would be negotiated on it becoming a pay channel, and pay as per subscriber per month and as specified in Annexure A for the services indicated in clause 1.1 of Article 1 of this Agreement and within the time limits as indicated in this Agreement.

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

B. SUBSCRIPTION PAYMENT ARRANGEMENTS

3.1.3 The subscription amounts payable to the Broadcaster by the Affiliate shall be calculated with reference to the subscription fee indicated in schedule below in respect of each channel or bouquet of Channels multiplied by the number of subscribers as recorded in the SLR/Subscriber Management System installed at the Head End of the Affiliate to be availing such service for each month.

3.1.4 The total Subscription Amount along with any other payments statutorily required to be made by the Affiliate to the Broadcaster for each month shall be payable within 21 days from the close of the relevant month. 3.1.5 In the event of default in payment of the Subscription Amount, simple interest at the rate of 15 % per annum shall be paid by the Affiliate on the arrears of such Subscription Amounts which may remain unpaid at the end of the 21 days. This would be without prejudice to the further rights available under the Regulation for the default in payment.

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

3.2 CHARGES FOR EQUIPMENT INCLUDING INTEGRATED RECEIVER DECODER (IRD)

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

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

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

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 AFFILIATE'S RIGHTS

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

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

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

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

4.3 BROADCASTER'S RIGHTS

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

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

b) Any other sum payable by the Affiliate to the Broadcaster under the terms of this Agreement.

c) Any other payments statutorily required to be made by the Affiliates to the Broadcaster.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4 AFFILIATE OBLIGATION ON RECEPTION AND DISTRIBUTION OF SERVICE

4.4.1 The Affiliate shall at its own cost and expense cause the Subscribed Channels as specified in Annexure A to be received only from the designated satellite(s) as notified by Broadcaster from time to time, and shall distribute the Subscribed Channels to subscribers via the Permitted Distribution System using the same original audio and visual signals and sound tracks (including any stereo tracks)

as provided by the Broadcaster to the Affiliate, in accordance with the restrictions, terms and conditions set forth herein and in an encrypted/ scrambled form using encryption and CAS that are capable of Fingerprinting.

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

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

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

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

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

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

b) The distribution shall be always on the permitted mode and on such further advice of broadcaster.

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

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

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

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

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

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

4.4.8 The Affiliate undertakes that it shall not either itself, or through others acting on its instructions, copy, store or otherwise reproduce any part of the Subscribed Channels.

The Affiliate further undertakes that it shall not copy or store programmes for resale or deal in any copied programmes and shall immediately notify the Broadcaster of any unauthorised copying, storage or use of any part of the Subscribed Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease.

4.5 AFFILIATE OBLIGATIONS ON SUBSCRIBER REPORTS

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

i) Total number of subscribers, including their names and addresses and the Subscribed Channels on the first day and the last day of the month subscribed to;

ii) Maximum Retail prices charged for the tiers that include Subscribed Channels;

iii) Details of tiers that include Subscribed Channels offered to the subscribers (details such as channels in each tier and number of the subscribers subscribing to each tier);

iv) Such other information as Broadcaster may require for determining the Subscription Amounts.

Upon Broadcaster's written request, the Affiliate shall provide number of subscribers to the extent possible by category, tier, location, sub-operator/last mile operator that Broadcaster may require with prior intimation and sufficient Notice to the Affiliate

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

4.6 OBLIGATIONS REGARDING EPG (ELECTRONIC PROGRAMME GUIDE)

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

4.7 PACKAGING, PLACEMENT AND PROMOTION RELATED OBLIGATIONS

a. Apart from the packages provided by the Affiliate the channel(s) should also be offered on an a-la-carte basis as and when such contingency arises.

b. In addition to the other packages/ tiers, including the Subscribed Channels of the Broadcaster, offered by the Affiliate to the subscriber, the Affiliate shall also offer the Subscribed Channels to subscribers in the same bouquets as offered by Broadcaster to the Affiliate.

4.8 MARKETING OBLIGATIONS

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

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

4.8.2 The Affiliate shall not use the Channel Marks or the Broadcaster's trade names or trademarks in any manner that is not expressly provided in the Agreement, unless it has obtained the prior written agreement of Broadcaster. For the removal of doubts, the Affiliate shall not use the Broadcaster's trade names or trademarks in a manner that will adversely affect the goodwill and reputation of Broadcaster and its products and services.

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

4.9 OBLIGATIONS OF INTELLECTUAL PROPERTY RIGHTS AND RIGHTS PROTECTION

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

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

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

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

4.10 SUBSCRIBER RECORDS, ACCESS & AUDIT RIGHTS

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

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

4.10.3 In the event an audit or inspection by Broadcaster/ Broadcaster's representative(s) under Clause 4.10.2 reveals that the Affiliate has under-reported or has misrepresented any item having a bearing on the computation of the amounts payable to Broadcaster, the Affiliate agrees to immediately pay all amounts due based on the actual and true items together with simple interest at the rate of 15% per annum for the periods from the dates when the respective payments should have been made until the actual date or dates of payment. In addition to the above payment, the Affiliate shall also pay all costs and expenses incurred by Broadcaster for such audit/ inspection. This obligation

shall survive the termination of the Agreement. If within a period of two weeks from the date of demand by the Broadcaster, the Affiliate fails to pay any amounts found due on the basis of such audit/ inspection, including the cost and expenses of such audit/ inspection, the Broadcaster shall have the right to deactivate/disconnect the Subscribed Channels and/or terminate the Agreement as per the law applicable without prejudice to its right to claim such amount referred to above in addition to any other action that may be deemed appropriate.

4.11 ANTI-PIRACY OBLIGATIONS

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

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

(a) Investigating any multiple connections issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;

(b) Ensuring compliance by its authorized dealers including through unannounced visits to dealers' premises from time to time;

(c) Requiring that for every change of address on the system and therefore relocation of a customer number, there is an independent physical verification of the new residential address; and

(d) Deauthorising any subscriber that is found outside of the Area or in the possession of a person who is not a bona fide subscriber.

4.11.2 The Affiliate represents, warrants and undertakes that all of its subscribers: (i) are sold and installed together as a pack only in the Area and only at the premises of subscribers whose address has been verified in accordance with Clause 4.11.1; and (ii) employ such other security measures to curtail piracy..

4.11.3 The Affiliate represents, warrants and undertakes that all connections are done directly by the Affiliate or through its authorized dealers and only within the Area, and that the installer for every installation physically checks and ensures before installation and activation of a service that the address where the installation is being done matches with the address as supplied by the subscriber at the time of subscribing of services which is the same as detailed in the application form for connection.. In accordance with Clause 4.11.1, the Affiliate's SLR shall contain all of the following information items for each subscriber prior to activation of a service to subscriber:

(a) Name;

(b) Installation address;

(c) Billing address (if different);

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

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

(f) Service/Channels/Packages that have been selected;

(g) Details of the dealer who processed the service;

(h) Details of the authorized dealer who sold the subscription;

(i) Details of the installer;

(j) Customer no; and

(k) Customer SI No in SLR.

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

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

(b) outside of the Area.

4.11.5 In order to ensure that the service is only activated for bona fide subscribers, the Affiliate further represents, warrants and undertakes that there are adequate controls to ensure

(a) a customer number is not activated before installation without aforesaid compliances; and (b) that such service is activated at the address of the subscriber which matches with the address as supplied by the subscriber at the time of applying for services and which is the same as detailed in the SLR.

4.11.6 The Affiliate represents, warrants and undertakes that its SLR: (a) Keeps historical data, in terms of total activation, de-activation and reactivation of all subscribers and all other records required under Clause 4.11.3;

4.11.7 In the event the Affiliate is found to be in breach /violation of the terms and its obligation under Article 4.11 of the Agreement the Broadcaster shall be entitled to deactivate/de-authorise the Subscribed Channels after following the procedure laid down in the Regulations/Directions/Orders of the TRAI or any other statutory authority.

4.12 FINGERPRINTING

4.12.1 The Affiliate shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications/ guidelines provided by the Broadcaster. A certificate at periodical intervals by the Affiliate giving the details of systems, processes and controls in place to run fingerprinting which detail is verifiable by the broadcaster would be sufficient compliance of this clause.

4.12.2 The Affiliate shall ensure that it shall be able to operate the Fingerprinting across all subscribers or any sub-set of subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times.

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

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

4.12.3.2 Fingerprinting to be provided by the Affiliate on the Subscribed Channels, as per the scheme provided by the Broadcaster; the Broadcaster shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4.13 BROADCASTERS OBLIGATIONS

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

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

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

ARTICLE 5: RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6: REPRESENTATION AND WARRANTIES OF AFFILIATE

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

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

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

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

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

6.5 It shall pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify the Broadcaster against any default or non-payments in this regard;

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

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

6.8 It shall not modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there-from. Any such act by the Affiliate shall be construed as a breach of its obligations hereunder;

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

6.10 In case Broadcaster desired to enter into any new contract superceding the earlier Agreement or add or delete certain terms and conditions because of change in Applicable Laws then the Affiliate shall sign such new contract. Provided further that the Affiliate may choose not to sign if the term as per the new contract is less favorable to the Affiliate vis-à-vis the terms contained in the superceded agreement.

If the Affiliate further agrees to adhere to and abide by the new contract or by any such additional terms and conditions, the Affiliate, shall sign a new contract superseding the Agreement, incorporating any such additional terms and conditions, within one month of the issue of such new contract by Broadcaster. If the Affiliate does not agree the parties may mutually agree to proceed to terminate the Agreement after following the procedure provided in this Agreement and complying with any regulations, orders or directions that may be issued by the Government or any regulatory body;

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

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

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

ARTICLE 7: REPRESENTATIONS AND WARRANTIES OF BROADCASTER

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

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

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

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

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

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

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

ARTICLE 8: OBLIGATIONS RELATING TO EQUIPMENT

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

8.1 IRDs

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

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

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

8.2 VIEWING CARDS

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

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

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

8.3 RECEIPT OF EQUIPMENT

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

8.4 RESTRICTIONS ON EQUIPMENT

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

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

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

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

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

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

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

ARTICLE 9: INDEMNITY AND THIRD PARTY CLAIMS

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

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

ARTICLE 10: CONFIDENTIALITY

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

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

ARTICLE 11: NO PUBLIC ANNOUNCEMENTS

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

relevant governmental or regulatory body or as otherwise required by law or regulation. In the event that disclosure is required, the other Party shall be given a reasonable opportunity to review and comment on any such required disclosure.

ARTICLE 12 : TERMINATION AND EFFECT OF TERMINATION

12.1 TERMINATION

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

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

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

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

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

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

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

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

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

12.1.3.7 Where the Broadcaster has provided the Affiliate with reasonable evidence that any of Affiliate's active service being given outside of the Area, or the Subscribed Channels or proprietary information or technology are in immediate and apparent danger of unauthorised use and the Affiliate has failed to take remedial action in accordance with the Anti-Piracy Obligations within two days of its receipt of a written notice by Broadcaster requiring it to take such remedial action;

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

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

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

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

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

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

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

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

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

12.1.6 Upon the termination of the Agreement, distribution of the Subscribed Channels shall be unauthorized and illegal and the Broadcaster shall be entitled to disconnect /deactivate the

distribution of the Subscribed Channels but subject to observance of applicable rules /regulations/orders if any.

12.2 CONSEQUENCES OF TERMINATION

12.2.1 Upon termination of the Agreement:

- (i) the parties to the Agreement shall cease to exercise their rights and to perform obligations arising out of this Agreement unless expressly provided otherwise in this Agreement
- (ii) the Affiliate shall cease to provide services as defined in clause 1.1 of Article 1 and specifically referred to in Annexure A including distribution of Subscribed Channels to its subscribers directly or indirectly.
- (iii) the Affiliate shall return the IRD / Viewing Cards in the same condition as they were made available by the Broadcaster subject to normal wear and tear.
- (iv) the Affiliate shall prepare and deliver to the Broadcaster a final Subscriber Report relating to Subscription Amount due to the Broadcaster on termination;
- (v) all Promotional Materials of the Broadcaster, which are in the Affiliate's possession or under its control shall be delivered to the Broadcaster or otherwise disposed of in accordance with the Broadcaster's directions;
- (vi) the parties shall immediately cease to make any representations that they are associated with each other in the Area;
- (vii) the Parties in addition to their other rights and remedies under law or equity, shall be entitled to receive all outstanding monies due to each other including the Subscription Amounts /IRD Deposit /Security Deposit due or to become due under the Agreement and these shall immediately become due and payable on the date of termination;
- (viii) the indemnity obligations and the confidentiality obligations of the parties will continue to stand and survive termination; and
- (ix) the Affiliate shall cease to use the intellectual property and sign a confirmation of cessation of the use of Intellectual property as may be required by the Broadcaster.

ARTICLE 13: LIMITATION OF LIABILITY

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

- (a) Any defect or damage in the equipment including IRD(s)/Viewing Card(s) not attributable to the Affiliate. (Any defect in the IRD(s)/ Viewing Card(s) attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Broadcaster's instructions or any use of the IRD(s) with any apparatus or equipment not authorized by the Broadcaster shall be deemed to be actions attributable to the Affiliate);
- (b) Any problem in the distribution system or other equipment due to system failure, any reason beyond the reasonable control of the Affiliate;
- (c) Any action, failure to act or default on the part of any equipment distributor or installer;
- (d) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of the Broadcaster/ Affiliate;
- (e) Any indirect or consequential loss resulting or any other default on the part of the Broadcaster or any of its officers, employees, suppliers, distributors or agents or any vendor of an IRD; and
- (f) Withdrawal or suspension of any Channel or programs by the Channel Owners without providing adequate opportunity to the Broadcaster to suitably notify the Affiliate of such an eventuality;

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

ARTICLE 14: AGREEMENTS WITH SUBSCRIBERS

Any agreement entered into by the Affiliate with a subscriber or any Agreement entered into by the Broadcaster with the channel provider shall not relieve the Affiliate or the Broadcaster of any of its obligations under this Agreement towards

the other and the Affiliate and Broadcaster shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties arising out of this Agreement.

ARTICLE 15: NO WAIVER

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

ARTICLE 16: NO AGENCY

Neither the Affiliate nor the Broadcaster shall be or hold itself out as the agent of the other under the Agreement. No subscribers shall be deemed to have any privity of contract or direct contractual or

other relationship with the Broadcaster by virtue of the Agreement or by the Broadcaster's delivery of the Subscribed Channels to the Affiliate. The relationship between the Broadcaster and the Affiliate is "Principal to Principal".

ARTICLE 17: BINDING NATURE

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

ARTICLE 18: MODIFICATIONS

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

ARTICLE 19: NO PARTNERSHIP

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

ARTICLE 20: NOTICES

All Notices given hereunder shall be given in writing in English, by personal delivery or by Registered Post Acknowledgement Due (RPAD) or any such mode, at the correspondence addresses of the Affiliate and of the Broadcaster set forth in this Agreement unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered AD Post only, in which case all notices to such Party shall thereafter be given at the address so notified. Notice shall be deemed to have been received, (a) if delivered personally, upon delivery and (b) if sent by RPAD, or on other delivery mode upon delivery of the mail or upon expiry of 7 days from the date of despatch.

ARTICLE 21: RIGHTS AND VALIDITY

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

ARTICLE 22: SUPERSESSION

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

ARTICLE 23: ASSIGNMENT

Notwithstanding anything contained in this Agreement, the parties shall not have the right, without the prior written consent of the other, to assign or transfer the Agreement or any of their respective rights or obligations, under this Agreement.

Any breach, actual, potential or threatened, of this clause, shall entitle the parties to terminate the Agreement and take any other measures as may be appropriate.

ARTICLE 24: FORCE MAJEURE

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

ARTICLE 25: SEVERABILITY

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

ARTICLE 26: JOINT AND SEVERAL

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

ARTICLE 27: DISCRETION

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

ARTICLE 28: GOVERNING LAW AND DISPUTE RESOLUTION

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

ARTICLE 29: RIO FOR ADDRESSABLE TIERS LIKE CAS/DTH/HITS/IPTV/DAS

The broadcaster adopts the definition and mandatory prescriptions for distribution to CAS/DTH/HITS/IPTV/DAS tiers as per Regulations of TRAI and mentioned herein below and relevant portion are to be used for specific services. The mandatory provisions as prescribed shall supersede over the conflicting terms of the RIO.

ADDITIONAL TERMS FOR ADDESSABLE SYSTEMS:

ADDRESABLE SYSTEMS, besides DTH and CAS would be those which meets the technical specification and definition assigned to it under the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulations, 2009 dt 17th March, 2009 and the interconnect offer for direct to home platform and for other such addressable platforms is given below as per the requirement under schedule III of the said Regulation.

Licence Fee	<p>For each month or part thereof during the Term of the agreement, the DTH operator shall pay to ODISHA TELEVISION LTD the Monthly Licence Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.</p> <p>The a-la-carte and bouquet "Rate" per Subscriber is set out in Annexure to this RIO. The rates mentioned in the Annexure to this RIO, as referred to above, are exclusive of all taxes and levies.</p> <p>The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.</p> <p>For the purpose of calculation of the Monthly License Fee payable to ODISHA TELEVISION LTD, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of ODISHA TELEVISION LTD through the DTH operator.</p> <p><u>Calculation of License Fee:</u></p> <p>I. In case a DTH operator avails one or more Bouquet(s) of ODISHA TELEVISION LTD:</p> <p>(a) If the DTH operator is providing the Bouquet(s) as a whole to its DTH subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the Anenxure multiplied by the number of monthly average number of subscribers availing the Bouquet(s).</p> <p>(b) if the DTH operator does not offer such opted bouquet(s) as a whole to its direct to home subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to ODISHA TELEVISION LTD for such entire opted bouquet by the DTH operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.</p> <p>II In case a DTH operator avails one or more or all channels of ODISHA TELEVISION LTD on ala carte rate basis:</p> <p>(a) If the DTH operator is providing the channels on ala carte basis to its DTH subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.</p> <p>(b) if the DTH operator does not offer such opted ala carte channel(s) as ala carte to its direct to home subscriber but offers the ala carte channel (s) in packages, then the payment to ODISHA TELEVISION LTD for each of the ala carte channels, shall be calculated on the basis of subscriber base of the basic package in which such opted ala carte channel has been placed.</p> <p>III In case a DTH operator avails one or more channels on ala carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of ODISHA TELEVISION LTD:</p> <p>(a) For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause I above.</p> <p>(b) For ala carte channels, the monthly license fee shall be calculated on the basis of sub clause II above.</p> <p>Payment of the License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.</p>
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<p>Payment Terms</p>	<p>The Monthly Licence Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the DTH operator by ODISHA TELEVISION LTD without any deduction except deduction of withholding tax/TDS as provided in this RIO.</p> <p>Within seven days of end of each month, the DTH operator shall provide opening, closing and average number of subscribers for that month, based on which ODISHA TELEVISION LTD shall raise an invoice on the DTH operator. In case the DTH operator fails to send the report within the said period of seven days, ODISHA TELEVISION LTD shall have the right to raise a provisional invoice and the DTH operator shall be under obligation to pay the license fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the DTH operator for the immediately preceding month. On receipt of the report from the DTH operator, the parties would conduct reconciliation between the provisional invoice raised by ODISHA TELEVISION LTD and the report sent by the DTH operator.</p> <p>The DTH operator shall be required to make payments by the Due Date in terms hereof, and any failure to do so on the part of the DTH operator shall constitute default. Late payments shall also attract interest calculated from the date payment is made in full at a pro rata monthly rate of ____%. The imposition and late payments does not constitute a waiver of the DTH operator's obligation to pay by the Due Date, and ODISHA TELEVISION LTD shall retain all of its other rights and remedies.</p> <p>All Licence Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at DTH operator's cost and will be charged at the prevailing rates by ODISHA TELEVISION LTD to the DTH operator.</p> <p>If payment of the License Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the DTH operator shall provide tax withholding certificates to ODISHA TELEVISION LTD within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued there under.</p>
<p>Delivery and Security</p>	<p>All ODISHA TELEVISION LTD Channels must be delivered by DTH operator to subscribers in a securely encrypted manner and without any alteration.</p> <p>The uplink specifications, satellite capacity and infrastructure allocated by DTH operator in respect of the broadcast signal of the ODISHA TELEVISION LTD's Channels by DTH operator to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its DTH platform.</p>
<p>Anti-Piracy</p>	<p>Broadcaster's satisfaction. DTH operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the DTH operator to ODISHA TELEVISION LTD's satisfaction.</p> <p>DTH operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.</p> <p>DTH operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by DTH operator at the time the Channels are made available. If DTH operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, DTH operator shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify ODISHA TELEVISION LTD and the DTH operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the DTH operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the DTH operator and the subscriber.</p> <p>If so instructed by Information (as defined below) by ODISHA TELEVISION LTD, the DTH operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from ODISHA TELEVISION LTD. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "information" may even be provided by ODISHA TELEVISION LTD representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by ODISHA TELEVISION LTD through e mail and the DTH operator shall be under obligation to</p>

	act upon such information.
Reports	<p>DTH operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).</p> <p>DTH operator shall provide to ODISHA TELEVISION LTD complete and accurate opening and closing subscriber monthly reports for the ODISHA TELEVISION LTD Channels and the tier and/or package containing the ODISHA TELEVISION LTD Channels within seven (7) days from the end of each month in the format provided by ODISHA TELEVISION LTD.</p> <p>Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each ODISHA TELEVISION LTD Channel and each package in which a ODISHA TELEVISION LTD Channel is included) and the License Fees payable to ODISHA TELEVISION LTD and shall be signed and attested by an officer of the DTH operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.</p>
Audit	<p>management system ("SMS") capable of, at a minimum:</p> <p>(i) maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;</p> <p>(ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;</p> <p>(iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;</p> <p>(iv) administering payments of any commission fees from time to time payable to the DTH operator's authorised agents for the sale to Subscribers of programming packages;</p> <p>(v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and</p> <p>(vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.</p>
Term	<p>AS mutually agreed between ODISHA TELEVISION LTD and the DTH operator subject to a minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.</p> <p>The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.</p>
Termination	<p>Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:</p> <ol style="list-style-type: none"> 1. material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so; 2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. The DTH license or any other material license necessary for DTH operator to operate its DTH service being revoked at anytime other than due to the fault of DTH operator. <p>ODISHA TELEVISION LTD shall have the right to terminate this Agreement by a written notice to DTH operator if (i) DTH operator breaches any of the Anti Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or</p> <p>(ii) ODISHA TELEVISION LTD discontinues the ODISHA TELEVISION LTD Channels with respect to all distributors in the Territory and provides DTH operator with at least ninety (90) days prior written notice.</p> <p>DTH operator shall have the right to terminate this Agreement on written notice to ODISHA TELEVISION LTD if DTH operator discontinues its DTH business and provides at least ninety (90) days prior written notice.</p>
Jurisdiction	<p>The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the Agreement.</p>

ADDITIONAL TERMS FOR DIGITAL ADDESSABLE Cable TV SYSTEMS (DAS):

<p>Licence Fee</p>	<p>For each month or part thereof during the Term of the agreement, the multi system operator shall pay to ODISHA TELEVISION LTD the Monthly Licence Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.</p> <p>The a-la-carte and bouquet “Rate” per Subscriber is set out in Annexure to this RIO. The rates mentioned in the Annexure to this RIO, as referred to above, are exclusive of all taxes and levies.</p> <p>The “Monthly Average Subscriber Level” is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.</p> <p>For the purpose of calculation of the Monthly License Fee payable to ODISHA TELEVISION LTD, “Subscriber” means, for any calendar month, each Set Top Box, which is availing the Channel(s) of ODISHA TELEVISION LTD through the multi system operator.</p> <p>Calculation of License Fee:</p> <p>I. In case a multi system operator avails one or more Bouquet(s) of ODISHA TELEVISION LTD:</p> <p>(a) If the multi system operator is providing the Bouquet(s) as a whole to its subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the Anenxure multiplied by the number of monthly average number of subscribers availing the Bouquet(s).</p> <p>(b) if the multi system operator does not offer such opted bouquet(s) as a whole to its subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to ODISHA TELEVISION LTD for such entire opted bouquet by the multi system operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.</p> <p>II. In case a multi system operator avails one or more or all channels of ODISHA TELEVISION LTD on ala carte rate basis:</p> <p>(a) If the multi system operator is providing the channels on ala carte basis to its subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.</p> <p>(b) if the multi system operator does not offer such opted ala carte channel(s) as ala carte to its subscriber but offers the ala carte channel (s) in packages, then the payment to ODISHA TELEVISION LTD for each of the ala carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed.</p> <p>III. In case a multi system operator avails one or more channels on ala carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of ODISHA TELEVISION LTD:</p> <p>(a) For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause I above.</p> <p>(b) For ala carte channels, the monthly license fee shall be calculated on the basis of sub clause II above. Payment of the License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.</p>
<p>Payment Terms</p>	<p>The Monthly Licence Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the multi system operator by ODISHA TELEVISION LTD without any deduction except deduction of withholding tax/TDS as provided in this RIO.</p> <p>Within seven days of end of each month, the multi system operator shall provide opening, closing and average number of subscribers for that month, based on which ODISHA TELEVISION LTD shall raise an invoice on the multi system operator. In case the multi system operator fails to send the report within the said period of seven</p>

	<p>days, ODISHA TELEVISION LTD shall have the right to raise a provisional invoice and the multi system operator shall be under obligation to pay the license fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the multi system operator for the immediately preceding month. On receipt of the report from the multi system operator, the parties would conduct reconciliation between the provisional invoice raised by ODISHA TELEVISION LTD and the report sent by the multi system operator.</p> <p>The multi system operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the multi system operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of %. The imposition and collection of interest on late payments does not constitute a waiver of the multi system operator's obligation to pay the License Fee by the Due Date, and ODISHA TELEVISION LTD shall retain all of its other rights and remedies under the Agreement.</p> <p>All Licence Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at multi system operator's cost and will be charged at the prevailing rates by ODISHA TELEVISION LTD to the multi system operator.</p> <p>If payment of the Licence Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the multi system operator shall provide tax withholding certificates to ODISHA TELEVISION LTD within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p>
Delivery and Security	<p>All ODISHA TELEVISION LTD Channels must be delivered by multi system operator to subscribers in a securely encrypted manner and without any alteration.</p> <p>The transmission specifications and infrastructure allocated by multi system operator in respect of the broadcast signal of the ODISHA TELEVISION LTD Channels by multi system operator to its subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.</p>
Anti-Piracy	<p>In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the multi system operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the ODISHA TELEVISION LTD.</p> <p>To ensure the multi system operator's ongoing compliance with the security requirements set out in the Agreement, ODISHA TELEVISION LTD may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by ODISHA TELEVISION LTD in writing no more than twice per year during the Term, at ODISHA TELEVISION LTD's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the multi system operator or ODISHA TELEVISION LTD, then ODISHA TELEVISION LTD shall work with the multi system operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, ODISHA TELEVISION LTD may, in its sole discretion, suspend the multi system operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to ODISHA TELEVISION LTD's satisfaction multi system operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the multi system operator to ODISHA TELEVISION LTD's satisfaction.</p> <p>Multi system operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.</p>

	<p>Multi system operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by multi system operator at the time the Channels are made available. If multi system operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose ,multi system operator shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify ODISHA TELEVISION LTD and the multi system operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the multi system operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the multi system operator and the subscriber.</p> <p>If so instructed by Information (as defined below) by ODISHA TELEVISION LTD, the multi system operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from ODISHA TELEVISION LTD. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through email in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the “information” may even be provided by ODISHA TELEVISION LTD representatives through other means of communications such as telephonic message, fax etc and the said “information” shall later be confirmed by ODISHA TELEVISION LTD through e mail and the multi system operator shall be under obligation to act upon such information.</p>
Reports	<p>Multi system operator will maintain at its own expense a subscriber management system (“SMS”) which should be fully integrated with the CAS (Conditional Access System).</p> <p>Multi system operator shall provide to ODISHA TELEVISION LTD complete and accurate opening and closing subscriber monthly reports for the ODISHA TELEVISION LTD Channels and the tier and/or package containing the ODISHA TELEVISION LTD Channels within seven (7) days from the end of each month in the format provided by ODISHA TELEVISION LTD.</p> <p>Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each ODISHA TELEVISION LTD Channel and each package in which a ODISHA TELEVISION LTD Channel is included) and the Licence Fees payable to ODISHA TELEVISION LTD and shall be signed and attested by an officer of the multi system operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.</p>
Audit	<p>ODISHA TELEVISION LTD’s representatives shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the multi system operator relating to the Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to ODISHA TELEVISION LTD under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional fees are payable to ODISHA TELEVISION LTD, the multi system operator shall immediately pay such fees, as increased by the -----</p> <p>Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the multi system operator to be due for such period by two (2) percent or more, multi system operator shall pay all of ODISHA TELEVISION LTD’s costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.</p> <p>The multi system operator shall remain the sole owner and holder of all customer databases compiled by the multi system operator under the Agreement.</p>

	<p>Multi system operator will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:</p> <p>(i) maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;</p> <p>(ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;</p> <p>(iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;</p> <p>(iv) administering payments of any commission fees from time to time payable to the multi system operator's authorised agents for the sale to Subscribers of programming packages;</p> <p>(v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and</p> <p>(vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.</p>
Term	<p>As mutually agreed between ODISHA TELEVISION LTD and the multi system operator subject to a minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.</p> <p>The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.</p>
Termination	<p>Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:</p> <ol style="list-style-type: none"> 1. material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so; 2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. The digital addressable cable TV system licence or any other material licence necessary for multi system operator to operate its digital addressable cable TV system service being revoked at anytime other than due to the fault of multi system operator. <p>ODISHA TELEVISION LTD shall have the right to terminate this Agreement by a written notice to multi system operator if</p> <p>(i) multi system operator breaches any of the Anti Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or</p> <p>(ii) ODISHA TELEVISION LTD discontinues the ODISHA TELEVISION LTD Channels with respect to all distributors in the Territory and provides multi system operator with at least ninety (90) days prior written notice.</p> <p>Multi system operator shall have the right to terminate this Agreement on written notice to ODISHA TELEVISION LTD if multi system operator discontinues its digital addressable cable TV system business and provides at least ninety (90) days prior written notice.</p>
Jurisdiction	<p>The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the Agreement.</p>

ANNEXURE TO SCHEDULE II

Annexure A

Details of Subscribed Channels, subscription fees, MRP, Security Deposit, IRD fees, etc Item (1):
SUBSCRIPTION FEE-

A) A - la – Carte Channels

- **TARANG**
- **TARANG MUSIC**
- **PRARTHANA**
- **Alankar**
- **OTV – Free To Air**

Maximum Retail Price per subscriber per month Subscription Fee per subscriber per month

SI No	Name	IRD Charges	NON-CAS Area Price	Price for DTH/DAS HITS/IPTV	Price for ADDRESABLE Systems in NON-CASarea
1.	TARANG	Rs 4,000/-	Rs.10.70 pspm	Rs.4.49/- pspm	Rs.4.49/- pspm
2.	TARANG MUSIC	Rs 4000/-	Rs.5.00/- pspm	Rs.2.10 pspm	Rs.2.10/- pspm
3	PRARTHANA	Rs 4000/-	Rs.5.00/- pspm	Rs.2.10 pspm	Rs.2.10/- pspm
4	ALANKAR	Rs.4000/-	Rs.12.00/- pspm	Rs.5.04/ pspm	Rs.5.04/ pspm
5	OTV	Free to Air	Free to Air	Free to Air	Free to Air

COMMERCIAL RATE CARD OF TARANG, TARANG MUSIC, PRATHANA & ALANKAR CHANNEL

Ala – Carte rate	
CHANNEL NAME	RATE PER ROOM PER TELEVISION SET PER MONTH
TARANG	RS.50/-
TARANG MUSIC	RS.25/-
PRATHANA	RS.25/-
ALANKAR	RS.50/-
OTV	Free to Air

All rates are exclusive of applicable tax.

Rates applicable to all

Hotel with rating of three stars and above.

Heritage Hotels (as described in the guidelines for classification of hotels issued by department of Tourism, Government of India.

Any other hotel,matel, inn and such other commercial establishment, providing board and lodging and having 50 or more rooms.

Rate applicable in CAS/DAS and NON CAS areas.