

# REFERENCE INTERCONNECT OFFER OF ODISHA TELEVISION LIMITED [DIGITAL ADDRESSABLE SYSTEM]

[Each page of the Agreement shall be signed by the authorised signatory of the Broadcaster and Distribution Platform Operator].

Every DPO desires of availing signals of the channels to retransmit the same through such DPO's digital distribution platform shall make written request to the concerned person as per the **Schedule – XII** and by submitting the duly filed in application form as per the **schedule – XII**.

This Technical and Commercial Interconnection Agreement along with its Schedules and Annexure is executed on this \_\_\_\_ day of \_\_\_\_ 2018 to be effected from the 29<sup>th</sup> December 2018 as per the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated 3<sup>rd</sup> March'2017 (Regulations), read with TRAI's press released dt. 3<sup>rd</sup> July'2018.

BETWEEN

**M/s. ODISHA TELEVISION LIMITED**, [CIN:U7899DL1998PLC097081] a company incorporated under the Companies Act, 1956, and having its registered office at B-7/122 A, Safdarjung Enclave, New Delhi-110029 and having its corporate office at No. N/28–N30/1, Chandaka Industrial Estate, Patia, Bhubaneswar -751024 (*hereinafter referred to as "Broadcaster", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns*), of the **ONE PART**.

AND

**M/s.** \_\_\_\_\_, having its registered office at \_\_\_\_\_  
\_\_\_\_\_, through its Authorised Signatory -----  
-----, hereinafter referred to as the "**Distribution Platform Operator**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, assignees, legal heirs and executors of the **OTHER PART**.

**DPO's Status:** Individual/Firm/Company/Association of Persons/Body of Individuals (strike out whichever is not applicable or modify suitably in case of Association of Persons or Body of Individuals)

## DETAILS:

The DPO (**M/s**): \_\_\_\_\_

DAS License No.: \_\_\_\_\_

Wireless Operational License No.: \_\_\_\_\_

Valid From: \_\_\_\_\_ Valid Upto: \_\_\_\_\_

PAN No.: \_\_\_\_\_

GST/CGST/IGST NO. \_\_\_\_\_

TAN No.: \_\_\_\_\_

Entertainment Tax Registration No.: \_\_\_\_\_

**Registered Address:** \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**Correspondence Address:** \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

E-mail ID: : \_\_\_\_\_

**Installation Address:** \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

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

*[hereinafter referred to as "DPO", which expression, unless repugnant to the meaning and context thereof, shall mean and include the successors and permitted assigns of the DPO.]*

BROADCASTER and the Distribution Platform Operator (MSO/DTH/HITS/IPTV) are hereinafter individually and collectively referred to as **Party** and "**Parties**", respectively.

**WHEREAS:**

- A. The DPO has represented to the Broadcaster that it owns and operates a digital addressable cable television platform, as provided under Section 4A of The Cable Television Network (Regulation) Act of 1995 ("Cable TV Act") and the Rules framed there under as amended from time to time or as provided under the License granted by Government of India, read with The Telecommunication (Broadcasting and Cable) Services Interconnection ( Addressable Systems) Regulations 2017,(hereinafter referred to as the Interconnect Regulations) as amended from time to time ("Interconnection Regulations"). The DPO has further represented that it has completed and satisfied the requirements under the Telecommunication (Broadcasting & Cable) Services Interconnection (Addressable system) Regulation'2017 and that it possesses a valid and subsisting registration, permitting it to provide services through the digital addressable cable television platform.
- B. The DPO is desirous of availing of the channels provided by the broadcaster for distribution through the distribution platform on the basis of the mutually agreed terms and conditions under this Agreement; and,
- C. Based on the above representation and request for signals of the Channels, the broadcaster has agreed to provide the said channels as opted by the DPO through the Distribution platform on terms and conditions set forth hereinafter.

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

#### **1. DEFINITION:**

The words and expressions used in this Agreement shall have meanings as assigned to them in the **Schedule I** to this Agreement. All other words and expressions used in this Agreement, but not defined expressly in the **Schedule I** shall have the same meaning ascribed to it in the Interconnect Regulations.

#### **2. INTERPRETATION:**

In this Agreement, unless the context otherwise requires:

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

#### **3. SCOPE**

- 3.1 Subject to the terms of this Agreement and payment of applicable broadcaster's share of Maximum Retail Price (MRP) by the DPOs as provided under this Agreement, the Broadcaster grants to the DPO, the non exclusive Services in accordance with the terms of this Agreement. For the purpose of this Agreement the DPO shall be reckoned as a licensee of the Broadcaster in terms of Rule 6(3) of the Cable Television (Network Regulations) Act 1995 and further amendments if any, for the retransmission of the Channel(s). The DPO shall in turn sublicense the LCOs, wherever applicable in terms of Rule 6(3) of the Cable Television (Network Regulations) Act 1995 to retransmit the signals or retransmit the signals directly to the subscribers of the Channel(s) of the Broadcaster in the Areas mentioned in **Schedule X**.
- 3.2 Subject to the outcome of pending cases with applicable Hon'ble courts if any, and without prejudice to our rights and contentions therein, the DPO shall distribute or re-transmit any of the Channels to any of the Commercial Subscribers as defined in the impugned Tariff Order being the Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable Systems) Tariff (Fourth Amendment) Order dated 18th July 2014 read with the impugned Regulations being the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) (Fourth Amendment) Regulation, 2014 (9 of 2014) dated 18th July 2014 and any amendment if any. However if a Commercial Subscriber charges his customer or any person for a programme in any of the Channels shown within his premises, the DPO shall ensure that such Commercial Subscriber shall, before he starts providing such service, enters into

agreement with the Broadcaster and the Broadcaster may charge the Commercial Subscriber, for such programme as may be agreed upon between them or as per prescribed regulation.

Provided that any increase in the price of goods or services, being provided by the Commercial Subscriber during the duration of the telecast of the said programme, shall also be treated as charge for the said programme as per prescribed regulation.

- 3.3 The rights given to the DPO under this Agreement are limited to Subscribers having an addressable STB, in relation to whom the DPO compulsorily maintains the complete detailed data and transaction records in its SMS. This Agreement shall not grant any right to the DPO to distribute or transmit the Channel(s) by any other mode of transmission to its Subscriber other than through the digital addressable system as per the applicable regulations. The DPO shall further ensure that the Channels shall only be activated through the digital addressable STB which meets the specifications prescribed by BIS; failing which the Broadcaster shall be entitled to de-activate the Service of the DPO.
- 3.4 Notwithstanding anything contained in this Agreement, the rights granted by the Broadcaster to the DPO under this Agreement shall be limited only to the broadcast reproduction right as set out in the Indian Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the DPO to provide its Subscribers the right to further communicate, or re-transmit the Channels in any manner whatsoever.
- 3.5 It is expressly agreed between the Parties that the DPO's right to receive and distribute the Service shall be conditional upon the performance by the DPO and of all their obligations arising under this Agreement and mere possession of the IRDs and Viewing Cards shall not entitle the DPO to receive and/or distribute the Service.
- 3.6 The Channels shall be provided to the Subscribers only in encrypted form through CAS / SMS and no Channels shall be provided without encryption, authorization, billing and accounting through the said system; and
- 3.7 The DPO shall not generate any unencrypted feed from its Head End for the purpose of servicing areas notified by the Ministry for compulsory digital addressable systems. Any agreement entered into by the DPO with any third party or its affiliate as the case may be in its individual legal capacity, shall not relieve the DPO or such third parties or affiliates of the DPO, of any of their obligations under this Agreement and DPO shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.
- 3.8 The DPO shall deliver the following information/documents to the Broadcaster on or prior to the date of execution of this Agreement as per the execution requirement mentioned below :

#### **EXECUTION REQUIREMENTS**

The DPO shall apply to the BROADCASTER in the application format as prescribed at **Schedule - XI** for subscribing A-la-crate channels/bouquet of channels.

##### **1. If DPO is an individual or a sole proprietor:**

- (i) Photograph of the proprietor of the Applicant firm.
- (ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
- (iii) Self-attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.

- (iv) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.
- (v) SMS declaration from the SMS vendor
- (vi) CAS declaration from the conditional access vendor.

**2. If DPO is a partnership firm:**

- (i) Certified true copy of the registered Partnership Deed.
- (ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
- (iii) Photograph of the signatory.
- (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- (v) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax/ GST Registration, TAN No., and Entertainment Tax Registration Number.
- (vi) SMS declaration from the SMS vendor
- (vii) CAS declaration from the conditional access vendor.

**3. If DPO is a company:**

- (i) The Certificate of Incorporation – certified by the Company Secretary /Director.
- (ii) Memorandum and Articles of Association of the company.
- (iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the agreement and any amendment and all related documents on behalf of the Company.
- (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- (v) Photograph of the signatory.
- (vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax/ GST Registration, TAN No., and Entertainment Tax Registration Number.
- (vii) SMS declaration from the SMS vendor
- (viii) CAS declaration from the conditional access vendor.

**4. If DPO is a Hindu Undivided Family “HUF”**

- (i) The photograph of the Karta.
- (ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
- (iii) The names of all coparceners and his/her relation with the Karta.
- (iv) Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
- (v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
- (vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax/GST Registration, TAN No., and Entertainment Tax Registration Number.
- (vii) SMS declaration from the SMS vendor
- (viii) CAS declaration from the conditional access vendor.

**5. If DPO falls into the “Other” category**

- (i) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax/GST Registration, TAN No., and Entertainment Tax Registration Number.
- (ii) Such documents as may be required by Authorized Agent.
- (iii) SMS declaration from the SMS vendor
- (iv) CAS declaration from the conditional access vendor.

**4. NON-EXCLUSIVE RIGHT:**

On the basis of the representations, warranties and undertakings given by the DPO, and subject to the DPO paying broadcaster’s share of the Monthly MRP, the Broadcaster, hereby grants nonexclusive right to the DPO to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of such Subscribed Channels to the Subscribers in a securely encrypted manner during the Term (both to be done at the DPO’s sole cost and expense), subject to the DPO complying with all the terms and conditions as set out

in this Agreement. The DPO hereby specifically understands and acknowledges that the DPO shall not have the right to upgrade the standard definition feed of the Subscribed Channels to high definition feed (by using any technology now available or which may become available in future) at the time of re-transmitting the Subscribed Channels through its DAS Distribution Systems. The DPO further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the DPO to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever. All distribution rights not specifically and expressly granted to the DPO under this Agreement, including without limitation, now available or which may become available in future are reserved by the Broadcaster.

## **5. TERRITORY:**

5.1 The DPO expressly declares that it is authorised to transmit the digital cable TV services on addressable mode in the territories as per the **Schedule - X** and have requested the broadcaster to grant it license to transmit the signals of its channels in the said territory only.

5.2. Acting on the request of the DPO and subject to the timely payment of the broadcaster's share of the MRP, the broadcaster has allowed the DPO to transmit its signals in the addressable mode in the territory as declared by the DPO.

5.3 DPO can go beyond the area or the territory as mentioned in this Agreement by giving a written notice of at least 30 days to the broadcaster, after which the same shall be deemed to be an addendum to the existing Interconnect Agreement

Provided the said areas is under the registered areas of the DPO and the said State/Union Territory has given the permission to such DPO to redistribute the signals.

Provided further that nothing in this clause shall apply if written objections with reasons from the broadcaster are received by the DPO with regard to its expansion of territory.

If DPO merges with, acquires or is acquired by a competing DPO operating in the Territory ("Competing Platform") and Broadcaster's Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the broadcaster's Channel pursuant to this Agreement or DPO distributes the said Channel to the Subscribers of the Competing Platform, DPO or the successor company shall be obligated to pay to broadcaster's the Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of DPO and the Competing Platform or the successor company/affiliates/joint ventures/networks as the case maybe. In case of any dispute the Parties agree to refer the matter to TDSAT.

If DPO merges with, acquires or is acquired by a Competing Platform and the broadcaster's Channel(s) are carried on Platform and the Competing Platform, then the Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of broadcaster , with the platform and competing platform prior to such merger, till a fresh agreement is entered into with broadcaster for the combined entity.

Identical procedures will be followed in circumstances where the DPO merges with, acquires or is acquired by multiple Competing Platforms simultaneously or a party which owns multiple Competing Platforms.

## **6. MONTHLY RETAIL PRICE :**

For each month or part thereof during the Term of the agreement, the DPO shall pay to Broadcaster subscription fee which shall be the Maximum Retail Price multiplied by the Monthly Active Average Subscriber minus the Distribution Fee and discounts/incentives if any. The "MRP" per Subscriber is set out in **Schedule II** of RIO, as referred above, are exclusive of all taxes and levies.

## **7. DISTRIBUTION FEE:**

For each month or part thereof during the Term of the agreement, the DPO shall be entitled for a distribution fees of 20% of the MRP and subsequent amendments which shall be adjusted towards the MRP to be made by the DPO to the Broadcaster in the invoice generated by the broadcaster. The said Distribution Fees shall be calculated on the MRP, exclusive of all taxes and levies.

## **8. DISCOUNT/INCENTIVE:**

Apart from the Distribution fees, the DPO shall be entitled for discounts/incentive, more particularly mentioned in **Schedule IX** of this Agreement which shall be applicable to all the DPOs on the basis of parity and in terms of the applicable Interconnect Regulations. The said discounts are being provided as per the Company Policy and broadcaster reserves its right to amend the same after giving due notice as per law.

#### **9. MANNER OF CALCULATION OF BROADCASTER'S SHARE OF MRP;**

1. The Broadcaster shall raise monthly invoices against the DPO in terms of this Agreement and in compliance with applicable Interconnect Regulations, wherein the broadcaster shall multiply monthly subscription of its a-la-carte channels and/or bouquets of channels with the broadcaster's share of MRP which shall be calculated after adjusting Distribution fees and other discounts as offered by the broadcaster from time to time.
2. The broadcaster shall arrive at the monthly subscription on the basis of the monthly subscriber's report which shall be provided by the DPO in time bound manner as per the terms of this Agreement. The number of monthly subscribers shall be calculated as per the below mentioned formula as prescribed by the Authority.

##### **Monthly subscription for a-la-carte channels**

Sl No.	Name of the channel	Number of subscribers of the channel on 7 <sup>th</sup> day of the month	Number of subscribers of the channel on 14 <sup>th</sup> day of the month	Number of subscribers of the channel on 21 <sup>st</sup> day of the Month	Number of subscribers of the channel on 28 <sup>th</sup> day of the month	Monthly subscription of the channel
1	2	3	4	5	6	$7=[3+4+5+6/4]$

##### **Monthly subscription for bouquets of pay channels**

Sl No.	Name of the bouquet of pay channels	Name of constituent channels of bouquet of the broadcaster	Number of subscribers of the channel on 7 <sup>th</sup> day of the month	Number of subscribers of the channel on 14 <sup>th</sup> day of the month	Number of subscribers of the channel on 21 <sup>st</sup> day of the month	Number of subscribers of the channel on 28 <sup>th</sup> day of the month	Monthly subscription of the bouquet
1	2	3	4	5	6	7	$8=[4+5+6+7]/4$

(i) The a-la-carte/bouquet rate of the Channels shall be subject to amendments by the Broadcaster during the Term in accordance with any applicable regulations/ notification/orders issued by any applicable authority or any order of the TDSAT or an order of any other court having appropriate jurisdiction, as the case may be.

(ii) All payments collected by the broadcaster from the DPO shall be on First In First Out (FIFO) basis.

(iii) The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day

(iv) Each Set Top Box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the distributor of television channels, shall constitute one subscriber.

(v) The monthly subscriber reports shall be generated in non editable PDF format, with read only permissions.

#### **10. PAYMENT TERMS:**

##### **GENERAL TERM:**

On the basis of monthly subscription report, the broadcaster shall issue monthly invoice to the DPO for broadcaster's share of maximum retail price' payable by such distributor to the broadcaster and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date for payment:

Provided that the broadcaster shall allow a time period of at least fifteen days to the distributor of television channels for making payment from the date of receipt of invoice by the distributor:

Provided further that in case the distributor fails to provide the monthly subscription report within the period of seven days from the end of the calendar month, the broadcaster shall have the right to raise a provisional invoice, for an amount increased by ten percent of the 'broadcaster's share of maximum retail price' payable by the distributor to the broadcaster for the immediate preceding month, and the distributor shall be under obligation to make the payment on the basis of such provisional invoice:

Provided also that it shall be mandatory for the broadcaster and the distributor to carry out reconciliation, between the provisional invoice and the final invoice raised by the broadcaster on the basis of the monthly subscription report sent by the distributor, within three months from the date of issue of such provisional invoice.

(a) The Broadcaster, shall raise monthly invoices towards the applicable Monthly Subscription fees together with applicable taxes, for the concerned month on the DPO within 7 (seven) days of receipt of the Subscriber Report of the DPO.

(b) In case the DPO fails to provide the applicable Subscriber Report within the prescribed period of seven (7) days, the Broadcaster shall have the right to raise a provisional invoice with an increase of 10% over the last month actual invoice value on the DPO (such provisional invoice amount to be not more than the last invoice raised by the Broadcaster on the DPO and reconciliation shall be undertaken by the Parties once the applicable Subscriber Report is received from the DPO) and the DPO shall be under obligation to pay the Monthly Subscription fees on the basis of such provisional invoice. The DPO understands and acknowledges that non-receipt of dispatched invoices from the Broadcaster shall not relieve the DPO from its obligation to make the payments of the Monthly Subscription fees within the Due Date (as defined below).

The broadcaster's Monthly share of the MRP shall be paid monthly with arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the DPO by Broadcaster without any deduction except deduction of withholding tax/TDS as provided in this RIO. Within seven days of end of each period of the month, the DPO shall provide opening, closing and average number of subscribers for that month as per the format given above, based on which Broadcaster shall raise an invoice on the DPO. The broadcaster and the DPO to carryout reconciliation, between the provisional invoice and the final invoice raised by the broadcaster on the basis of the monthly subscription report sent by the distributor, within three months from the date of issue of such provisional invoice

The DPO 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 DPO 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 18%. The imposition and collection of interest on late payments does not constitute a waiver of the DPO's obligation to pay the Subscription fee by the Due Date, and Broadcaster shall retain all of its other rights and remedies under the Agreement.

All Subscription fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, GST, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the DPO's cost and will be charged at the prevailing rates by Broadcaster to the DPO.

If payment of the Subscription fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the DPO shall provide tax withholding certificates to Broadcaster within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued there under.

#### **11. PROMOTIONAL SCHEMES:**

11.1 It shall be permissible for Odisha Television Limited to offer promotional schemes on maximum retail price(s) per month of its a-la-carte pay channel(s) from time to time as per the provision of Regulations.

Provided that period of any such scheme shall not exceed ninety days at a time:

Provided further that the frequency of any such scheme by the Odisha Television Limited shall not exceed twice in a calendar year:

Provided further that the price(s) of a-la-carte pay channel(s) offered under any such Promotional scheme shall be considered as maximum retail price(s) during the period of such promotional scheme:



Provided also that the provisions of Regulations and Tariff Orders notified by the Authority shall be applicable on the price(s) of a-la-carte pay channel(s) offered under any such promotional scheme.

#### **12. MONTHLY SUBSCRIBER REPORT : as per Schedule - VI**

- 12.1 The DPO shall maintain, at its own cost, SMS which shall be fully integrated with the CAS. The DPO warrants that any activation or de-activation of a Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.
- 12.2 The DPO shall provide to the broadcaster complete and accurate opening and closing number of Subscribers of the Channels in the Subscriber Reports and the tier and/or package in which the Channels are included within seven (7) days from the end of each period as per the regulations in the format as prescribed above enclosed herewith as Schedule VI together with such other information as the broadcaster may require for determining the Monthly Average Subscriber Base and subsequently the broadcaster's share of the MRP.
- 12.3 The Subscriber Reports provided by the DPO to the broadcaster in accordance with schedule- VI shall be system generated only through SMS and must be in a 'pre-defined read only format' such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included).
- 12.4 The Subscriber Reports shall be signed and attested by an authorized officer of the DPO of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct. The DPO acknowledges that submission of the Subscriber Report in accordance with the provisions hereof is material to the broadcaster.
- 12.5 The DPO shall also include in its Subscriber Report comprehensive details of all incidents of Piracy and signal theft involving the Platform, the names of perpetrators involved in such Piracy incidents and any actions, including but not limited to, the filing of police reports and lawsuits filed against such perpetrators between the time period of submitting two (2) Subscriber Reports. The obligation of the DPO to provide to the broadcaster the Subscriber Reports shall survive the expiry or sooner termination of the Agreement and continue until the broadcaster receives the complete Subscriber Reports for each relevant month for which any broadcaster's share of the MRP is payable by the DPO.
- 12.6 The DPO shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable the broadcaster to verify and ascertain (i) veracity of the Subscriber Reports submitted by the DPO (ii) the payments due to the broadcaster hereunder, and (iii) the DPO's compliance with its Anti-Piracy Obligations as set out in Schedule XIII.

#### **13. DELIVERY AND SECURITY:**

All Channels of the Broadcaster must be delivered by the DPO to subscribers in a securely encrypted manner and without any alteration.

The transmission specifications and infrastructure allocated in respect of the broadcast signal of the Subscribed Channels by the DPO to the Subscribers shall be as per the industry standards and should be at par with the signals of any other channel within the same genre on its Distribution platform.

- 13.1 Subject to the terms of this Agreement and payment of applicable Subscription fee, the Broadcaster shall provide the Services to the DPO for distribution to the Subscribers only by itself and through its affiliates as the case may be.
- 13.2 The DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving the Channel(s) of the Broadcaster.
- 13.3 The DPO shall not sub-license any of its rights hereunder to any other person or distribute the Channels to any other areas other than the Area. All other rights and means of distribution not specifically and

expressly granted to DPO are expressly excluded and reserved by Broadcaster, including, but not limited to, transmission via any direct to home, "headend-in-the-sky" ("HITS") platform to cable DPOs or subscribers, IPTV systems, Internet, and mobile. For the avoidance of doubt, the Agreement also does not include distribution of any non-linear content of the Channels through the Distribution System including, but not limited to time shifting/multiplexing/on-demand PPV/VOD/SVOD whether currently existing or that may come into existence in the future.

- 13.4 The DPO shall provide access to the Channels of the Broadcaster on a non-discriminatory basis and shall not discriminate in the manner of provisioning of the Channels of the Broadcaster vis a vis another channel within the same genre. All Channels must be delivered by DPO to Subscribers in a securely encrypted manner and without any alteration, interruption, editing, interference or recording. The DPO shall not use any interactive technology or other interferences (such as red button) or redirect traffic from the Channels in any manner, whether for content or for promotion without express permission from Broadcaster. The DPO shall ensure that the Distribution System and the allied infrastructure used to deliver the Channels to the Subscribers meets the requirements as set out by TRAI at all times. The uplink specifications, satellite capacity and infrastructure allocated by DPO in respect of the broadcast signal of the Broadcaster's Channels by DPO to its Subscribers shall be no worse than the broadcast signal of any other channel within the same genre on its Distribution System.
- 13.5 The DPO shall offer the Channels to Subscribers on an as-is basis in a linear manner only and shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute. DPO shall make available the Channels in a Subscriber Package to Subscribers on 24/7/365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by DPO for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to such Subscriber Package in accordance with extant regulations, provided that the DPO shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel offered by it as part of a Subscriber Package for the agreement period from the date of availing such Subscriber Package by a Subscriber or such other higher period for which the subscription charges have been paid by the Subscriber in advance.
- 13.6 The DPO shall not offer the Channels in a Subscriber Package in a manner which directly or indirectly permits the Subscriber to remove or discontinue subscription to any Channel offered as part of a Subscriber Package.
- 13.7 It is agreed that no independent advertising shall be inserted by DPO and DPO shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.
- 13.8 If the Broadcaster launches any new channel during the Term of this Agreement, the DPO shall be entitled to opt for it on A-la-carte basis and have it included within the scope of the arrangement contemplated under this Agreement.
- 13.9 The DPO shall not, without the prior written consent of the Broadcaster:
- I. Cut, edit, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Channel(s) except as may be required by any applicable Laws;
  - II. Incorporate any Channel(s) or the programmes, data or content therein as part of any free TV, Interactive TV, IPTV, Pay Per View, Video On Demand or Near Video On Demand services or On-line Services, or otherwise exhibit or cause the exhibition of any stills, extracts or data from any

Channel(s) or the programmes therein via the Internet or any other local or area wide computer network or mobile telephone or handheld device;

- III. Reformat any Channel(s) 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 Channel(s);
- IV. Superimpose or otherwise add any own or third party advertising, promotions, programmes, data, content, copyright, trademarks, trade names, logos, names and / or licenses on any Channel(s), Channel Mark or Promotional Materials
- V. The DPO shall ensure that Channels are viewed in the electronic programme guide of the Distribution System adjacent to other channels of the relevant genres and channel identification numbers are allocated accordingly in compliance with Regulations.
- VI. The Broadcaster reserves the right to remove any Channel from the list of Channels if it ceases to distribute such Service. In the event the Broadcaster discontinues distribution of any Channel chosen by the DPO during the Term, such Channel shall stand withdrawn from the Broadcaster's offering without any further obligation or liability on part of the Broadcaster and shall no longer be available to the DPO for distribution.
- VII. The DPO shall not store or cause to be stored in any manner whatsoever any specific program or programming content of the Channels including without limitation additional channels in its servers or facilities. DPO shall also not deploy any advertisement skipping function in its Distribution System. There shall be no embedded functionality in DPO's Distribution System that shall enable it to show programmes of the Channels at a time different than that of its original telecast.
- VIII. The DPO shall package the Channels as per regulations. The DPO shall ensure that none of the Channels are disadvantaged or otherwise treated less favourably with respect to competing services on a genre basis or included in any Subscriber Package or tier that contains any service with pornographic content or any gambling service.
- IX. The Broadcaster may upon execution of this Agreement, at the request of the DPO supply or cause to be supplied necessary Equipment to the DPO. If the Broadcaster provides the Equipment, the DPO shall pay to the Broadcaster. The charges for the Equipment to be paid by the DPO to the Broadcaster shall be informed by the Broadcaster to the DPO in writing. The DPO shall locate the Equipment at a location approved by the Broadcaster in writing. Payments to be made by the DPO to the Broadcaster under this Clause shall be on a gross basis and are exclusive of taxes, which shall be borne by DPO. (Refer to Schedule – V)
- X. The DPO, and their respective affiliates shall distribute the Channels or Subscriber Package(s) to Subscribers only through the IRDs obtained by the DPO from the Broadcaster. The DPO shall use any IRDs supplied by the Broadcaster in connection with disaster recovery management only in the event of disaster recovery and for no other purpose whatsoever. The IRD shall be used by the DPO exclusively for distribution of the Channels for which it is issued and shall at all times remain the sole and exclusive property of the Broadcaster and the DPO, its sub-DPOs and their respective DPOs shall forthwith return the IRDs to the Broadcaster upon expiry or termination of the Agreement as per the provisions and procedure laid down in this Agreement. The DPO and their respective affiliates shall not, under any circumstances, reverse engineer, decompile or disassemble the IRDs or Viewing Cards or reproduce or allow the reproduction of any of them or

the technology included in them. The DPO, its sub-DPOs and their respective DPOs shall ensure that the IRD is not tampered with in any way. In case of damage to the IRD, the Broadcaster shall recover the actual repair cost from the DPO. However, in case the IRD cannot be repaired or is beyond repair, the DPO shall be liable to pay to the Broadcaster the book value of the IRD.

- XI. The DPO shall not distribute or otherwise deal with the Channel(s) other than as expressly permitted under this Agreement. The DPO shall offer the Channel(s) to Subscribers as per the regulations.
- XII. The DPO shall declare its Dealer Retail Price DRP of the a-la-carte and bouquets of channels of the broadcaster which shall not be more than the MRP declared by the broadcaster and such DRP shall adhere to the Regulations as prescribed by TRAI under THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES, 2017.
- XIII. Once a Channel(s) has been included in a Subscriber Package, the DPO shall not stop exhibition of any Channel(s) without strictly following the procedure prescribed for changing the composition of the Subscriber Package under "Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2017.
- XIV. The DPO and its affiliates as the case may be shall use the Viewing Card(s) only in terms of the Agreement and at the installation address mentioned in this Agreement. The DPO and its affiliates as the case may be shall not make any unauthorized use or tamper with the Viewing Card(s) in any manner whatsoever. In the event the DPO and its affiliates as the case may be desire to move the Viewing Card(s) to some other address, the DPO and its affiliates as the case may be shall obtain prior written permission from the Broadcaster. The DPO and its affiliates as the case may be 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 mis utilised, mishandled or used in any manner, other than what has been specifically provided for under this Agreement, then, the DPO and its affiliates as the case may be shall be liable to compensate the Broadcaster for any loss or damages caused to the Broadcaster by such mis utilisation or mishandling or un-prescribed use. In any such event the Broadcaster shall be entitled to immediately take back possession of the Viewing Card(s) and also initiate appropriate civil/ criminal proceedings in respect of such unauthorized use in addition to any other action that it deems appropriate under the Law including but not limited to suspension or de-activation of the Channels.
- XV. 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 DPO and its affiliates as the case may be or any other Person. In the event, the Viewing Card(s) is lost, stolen or damaged, the DPO shall immediately inform the Broadcaster. In the event the DPO desires new Viewing Card(s) for any Channel, 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, the DPO 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 DPO and its affiliates as the case may be, the same shall be returned to the Broadcaster immediately.
- XVI. It is agreed between the Parties that where the Broadcaster has dispatched the Equipment as per request of the DPO and informs it about the same but the DPO does not intimate the Broadcaster of the receipt or non-receipt of the Equipment within a period of thirty (30) days of the receipt of

such intimation of dispatch by the Broadcaster, then it will be deemed that the DPO has received the Equipment.

- XVII. In the event the DPO fails to pay the Subscription fees and/ or, upon expiry of, or termination of the Agreement, the Broadcaster shall be entitled to take back the possession of the Equipment from the DPO and its affiliates as the case may be and deactivate the Viewing Card(s). In the event, the DPO fails to return the Equipment to the Broadcaster, the DPO shall be liable to pay a sum of Rs.1,000/- per day per IRD to the Broadcaster for the period during which the default continues. In case the DPO returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the DPO shall be liable to pay to the Broadcaster such charges as may be determined by the Broadcaster.
- XVIII. In order to recover possession of the Equipment from the DPO, the DPO shall ensure that the authorized personnel of the Broadcaster are allowed free and unobstructed access to the premises of the DPO where the Equipment are installed and take possession of the same. The DPO shall not interfere with such procedure when such authorized personnel of the Broadcaster visit the premises during normal office hours.
- XIX. The obligation of the Broadcaster to provide the Services to the DPO is conditional upon the DPO and its affiliates as the case may be, complying with applicable obligations on the part of DPOs as provided in the Interconnection Regulations

#### **14. ANTI-PIRACY: (SCHEDULE XIII)**

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 DPO shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the Broadcaster.

To ensure the DPO's ongoing compliance with the security requirements set out in the Agreement, Broadcaster may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by Broadcaster in writing no more than twice per year during the Term, The DPO 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.

The DPO 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 the DPO at the time the Channels are made available.

#### **15. AUDIT as per Schedule - III**

15 (1) Every distributor of television channels shall, once in a calendar year, cause audit of its subscriber management system, conditional access system and other related systems by an auditor to verify that the monthly subscription reports made available by the distributor to the broadcasters are complete, true and correct, and issue an audit report to this effect to each broadcaster with whom it has entered into an interconnection agreement:

Provided that the Authority may empanel auditors for the purpose of such audit and it shall be mandatory for every distributor of television channels to cause audit, under this sub-regulation, from anyone of such empanelled auditors:

Provided further that any variation, due to audit, resulting in less than zero point five percent of the billed amount shall not require any revision of the invoices already issued and paid.

Every DPO shall offer necessary assistance to the auditors to complete the same in time bound manner.

15 (2) In cases, where a broadcaster is not satisfied with the audit report received under sub-regulation (1) or, if in the opinion of a broadcaster the addressable system being used by the distributor does not meet requirements specified in the **Schedule -III**, it shall be permissible to the broadcaster, after communicating the reasons in writing to the distributor, to audit the subscriber management system, conditional access system and other related systems of the distributor of television channels, not more than once in a calendar year:

Provided that the Authority may empanel auditors for the purpose of such audit and it shall be mandatory for every broadcaster to cause audit, under this sub-regulation, from anyone of such empanelled auditors:

Provided further that if such audit reveals that additional amount is payable to the broadcaster, the distributor shall pay such amount, along with the interest at the rate specified by the broadcaster in the interconnection agreement, within ten days and if such amount including interest due for any period exceed the amount reported by the distributor to be due for such period by two percent or more, the distributor shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future:

Provided also that it shall be permissible to the broadcaster to disconnect signals of television channels, after giving written notice of three weeks to the distributor, if such audit reveals that the addressable system being used by the distributor does not meet the requirements specified in the **Schedule III**.

15 (3) Every distributor of television channels shall offer necessary assistance to auditors so that audits can be completed in a time bound manner.

#### **16. TERM & TERMINATION:**

As mutually agreed between Broadcaster and the DPO the agreement shall be valid for One (1) year with effect from -----to -----.

The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.

Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:

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 DAS Distribution System licence or any other material licence necessary for the DPO to operate its DAS Distribution System service being revoked at anytime other than due to the fault of the DPO.

Broadcaster shall have the right to terminate this Agreement by a written notice to the DPO if

- (i) The DPO breaches any of the Anti Piracy Requirements and fails to cure such breach within twenty one (21) days of being required in writing to do so; or
- (ii) Broadcaster discontinues the Broadcaster Channels with respect to all distributors in the Territory and provides the DPO with at least twenty one (21) days prior written notice.

The DPO shall have the right to terminate this Agreement on written notice to Broadcaster if the DPO discontinues its DAS Distribution System business and provides at least twenty one (21) days s prior written notice.

The Broadcaster shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to the DPO and/or take any other action as may be appropriate, upon occurrence of any of the following:

- (a) In case of winding up proceedings initiated against the DPO;
- (b) In the event of assignment of the Agreement by the DPO without prior written approval of the Broadcaster;
- (c) If the DPO voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels through its DAS Distribution System (including but not limited to entering into an agreement/arrangement with another Broadcaster for operational and/or administrative and/or funding purposes, etc.);
- (d) In the event the Broadcaster is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of Broadcaster to provide the Subscribed Channels or any part thereof to the DPO or limit the DPO's right or authorization to distribute 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 DPO under the terms of this Agreement.

#### **17. CONSEQUENCES OF EXPIRY/TERMINATION:**

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 Broadcaster shall disconnect /deactivates signals Subscribed Channels to the DPO's DAS Distribution System.
- (iii) The DPO shall return immediately the IRD / Viewing Cards in the same condition as they were made available by the Broadcaster subject to normal wear and tear.
- (iv) The DPO shall prepare and deliver to the Broadcaster a final Subscriber Report relating to subscription fee due to the Broadcaster on termination;
- (v) All Promotional Materials of the Broadcaster, which are in the DPO'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 DPO shall within seven days shall pay all outstanding monies due to the Broadcaster including the subscription fees /cost/charges/damage/claims etc due or to become due under the Agreement and these shall immediately become due and payable on the date of termination;
- (vii) The indemnity obligations and the confidentiality obligations of the parties will continue to stand and survive termination; and

#### **18. EQUIPMENT: (SCHEDULE – V)**

- (i) The Broadcaster, shall at the request of the DPO supply or cause to be supplied the Equipment to the DPO or has already supplied such Equipment directly or through suppliers nominated by it. The Equipment shall at all times remain the sole and exclusive property of respective Broadcaster.
- (ii) In the event the DPO merges or amalgamate with another entity or ceases to operate its DAS Distribution System, the Equipment supplied by the Broadcaster, to the DPO shall be returned forthwith to the Broadcaster. Immediately upon execution of the Agreement the DPO shall pay such sums towards the processing fees per IRD ("Processing Fees") and charges for IRD ("IRD Charges"), as required by the Broadcaster. The Processing Fees and IRD charges are hereinafter collectively referred to as IRD Charges as specified in **Schedule V**.
- (iii) Other Charges/ Taxes: The DPO shall pay courier charges, transportation charges, and all applicable taxes / levies, if any, for the IRD on actual.
- (iv). Replacement of IRD - In case the DPO requires replacement of a defective IRD/ box/CAM, the DPO shall pay a non-refundable service charge per IRD/CAM/box for one time replacement. The service charge amount shall be intimated by the Broadcaster based on the nature of defect in the box/IRD/CAM;
- (v) Replacement of Viewing Card - In case DPO requires replacement of a Viewing Card, the DPO shall pay non-refundable replacement charges at the rate of Rs.1000/- per Viewing Card at the time of activation for one time replacement.

#### **19. REPRESENTATIONS AND WARRANTIES OF THE BROADCASTER**

The Broadcaster represents and warrants to the DPO 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;

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.);

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 DPO that downlink license has been applied for/obtained with respect to all channels;

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

The Broadcaster shall ensure good quality and uninterrupted service to the DPO 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;

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

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 DPO 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.

## **20. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE DPO:**

(i) The DPO represents, warranties and undertakes the following to Broadcaster as per *the telecommunication (broadcasting and cable) services Standards of quality of service and consumer protection (addressable systems) regulations, 2017*.

(a) The DPO has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) By executing this Agreement, the DPO is not in breach of any of the provisions contained in any other agreement executed by the DPO with any third party.

(c) The DPO has a valid and subsisting license from the applicable statutory authority which permits operation of the DPO's DAS Distribution System and the DPO undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to the Broadcaster, as and when called upon .

(d) it shall provide the following upon execution of the Agreement:-

- CAS declaration from the Conditional access vendor (CA declaration form enclosed in **Schedule- VII**);and
- SMS declaration from the SMS vendor (SMS declaration form enclosed in **Schedule - VIII**).

(e)The DPO's DAS Distribution System shall not use any such equipment which is identified as unlawful or which renders network security vulnerable.

(f)The DPO undertakes to encrypt the signals of the Subscribed Channels with the best encryption technology available from time to time and in any case with such encryption which is at par with international industry standards.

(g)The DPO undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favourably by the DPO in the packages offered to the Subscriber in compliance to applicable regulations.

(h) The DPO undertakes to carry all language feeds of the Subscribed Channels.

(i) The STBs, CAS and SMS shall comply with the Technical Specifications and the DPO agrees that the STBs, and their installed CAS microchip, shall prohibit use of digital outputs.

(j) The DPO shall provide the accurate Subscriber Reports and pay the accurate Monthly Subscription fees, together with applicable taxes, in a timely manner, failing which, the DPO shall be liable to pay applicable interest along with the due payment.

(k)The DPO shall not retransmit the Subscribed Channels via any medium other than its DAS Distribution System.

(l) The DPO shall not offer any pay channel(s) from amongst the Subscribed Channels as a free to air channel to the Subscribed.

(m)The DPO shall make available to the Broadcaster, every month, logs containing channel wise history of all the activations and de-activations of all the STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the CAS provider personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.

(n)The DPO shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.

(o) The DPO undertakes not to distribute the Subscribed Channels (either directly or indirectly through its Cable DPOs) to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.

(p) The DPO shall ensure that EPG functionality, user interface and on screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10 % of the television screen from bottom.

(q) The DPO undertakes that while retransmitting signals of the Subscribed Channels through its DAS Distribution System in the manner contemplated under this Agreement, the DPO shall mandatorily use its on-screen visible watermark/logo.

(r) The DPO shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except the DPO's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more that 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.

(s) The DPO undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration,



addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.

(t) The DPO undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The DPO further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify the Broadcaster,, of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by the Broadcaster, to take such steps as are reasonable and appropriate to cause such activities to cease.

(u) The DPO undertakes not to push content onto the STBs, there shall not be automatic advertisement skipping function and/or the DPO shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.

(v) The DPO undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.

(w) Upon change in the designated satellite of the Subscribed Channels, the DPO undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.

(x) The DPO undertakes to promptly intimate the Broadcaster, of any change in ownership or sale of the business/assets of the DPO.

(y) The DPO undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to the Broadcaster and/or its representatives for inspection/audit upon reasonable notice. The DPO undertakes to provide all assistance for conducting survey to determinate the actual subscriber base of the DPO. The DPO undertakes to furnish and submit all information and/or documents as may be required by the Broadcaster from the DPO from time to time.

(z) The DPO undertakes to abide, implement and ensure compliance with the Applicable Laws.

## **21. INTELLECTUAL PROPERTY RIGHTS:**

(i) It is expressly agreed and understood that the DPO shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than those expressly provided in this Agreement.

(ii) All Intellectual Property related to the Subscribed Channels shall belong exclusively to the Broadcaster. The DPO shall not acquire any proprietary or other rights in the Intellectual Property to which the Broadcaster or the assert proprietary or other rights, which the Broadcaster may notify the DPO from time to time in writing, and the DPO agrees not to use the Intellectual Property in any corporate or trade name. The DPO may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of the Broadcaster. Marketing materials generated by the DPO may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the DPO. Such marketing materials shall require the prior written approval of Broadcaster t.

## **22. LIMITATION OF LIABILITY:**

17.1 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 DPO. (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 DPO);

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

(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/ DPO;

(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

17.2 It is expressly agreed and understood between the parties that the Broadcaster shall have no liability or obligation towards the DPO 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.

## **23. CONFIDENTIALITY:**

23.1 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 DPOs, 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.

23.2 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.

**24. FORCE MAJEURE:**

Failure on the part of the Broadcaster/DPO 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 fulfilment 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.

**25. NO AGENCY:**

Neither the DPO 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 privacy 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 DPO. The relationship between the Broadcaster and the DPO "Principal to Principal".

**26. 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.

**27. 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.

**28. INDEMNITY AND THIRD PARTY CLAIMS:**

28.1 If for any reason or resulting from any cause whatsoever, any statement, representation or warranty of the DPO/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.

28.2 Both parties agree that each party shall forever keep and hold the other party and its DPOd 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.

**29. 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.

**30. 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 DPO 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.

**31. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:**

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

31.2 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.

**32. COUNTERPART:**

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

**33. DESIGNATED OFFICER:**

Broadcaster has designated Mr. Bibhuti Bhusan Mishra, who is presently working as Manager with the broadcaster, having his office address at Plot no.28-30, Chandaka Industrial Estate, Patia, Bhubaneswar -751024 , email- [bibhuti.mishra@odishatv.in](mailto:bibhuti.mishra@odishatv.in) , contact details Tel. 0674-7117300, Cell.09777588990 as its authorised representative to receive all the request for interconnection from the DPOs

**33. ENTIRE UNDERSTANDING/ MODIFICATIONS:**

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.

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.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day, month and year mentioned Herein above.

**For ODISHA TELEVISION LIMITED**

**For \_\_\_\_\_**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

Title: Authorized Signatory

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## **SCHEDULE I (Definition)**

- (a) "Act" means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- (b) "active subscriber" for the purpose of these regulations, means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals;
- (c) "addressable system" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;
- (d) "a-la-carte" or "a-la-carte channel" with reference to offering of a television channel means offering the channel individually on a standalone basis;
- (e) "Authority" means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997); MIB and TDSAT or any other body or authority regulating the broadcasting and distribution of channels in India.
- (f) "average active subscriber base" means the number arrived by averaging the active subscriber base count in the manner specified in the **Schedule VII**;
- (g) "bouquet" or "bouquet of channels" means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly;
- (h) "broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, down linking permission for its channels, from the Central Government, is providing programming services;
- (i) "broadcaster's share of maximum retail price" With reference to a pay channel or a bouquet of pay channels means the proportionate share of maximum retail price (MRP) of Odisha Television Ltd channels/ bouquet payable by a DPO to Odisha Television Ltd for availing the signals of pay channels or bouquet of pay channels as the case may be, and for which due authorisation obtained by such DPO from Odisha Television Ltd.
- (j) "broadcasting services" means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;
- (k) "cable service" or "cable TV service" means the transmission of programmes including retransmission of signals of television channels through cables;
- (l) "cable television network" or "cable TV network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- (m) "compliance officer" means any person designated so, who is capable of appreciating requirements for regulatory compliance under these regulations, by a service provider, as per Schedule XII
- (n) "direct to home operator" or "DTH operator" means any person who has been granted licence by the Central Government to provide direct to home (DTH) service;
- (o) "direct to home service" or "DTH service" means re-transmission of signals of television channels, by using a satellite system, directly to subscriber's premises without passing through an intermediary such as local cable operator or any other distributor of television channels;
- (p) "distribution fee" means as per the clause 7.
- (q) "distribution platform" means distribution network of a DTH operator, multi- system operator, HITS operator or IPTV operator;
- (r) "distributor of television channels" or "distributor" means any DTH operator, multi-system operator, HITS operator or IPTV operator
- (s) "electronic programme guide" or "EPG" means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;
- (t) "free-to-air channel" or "free-to-air television channel" means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel;
- (u) "head end in the sky operator" or "HITS operator" means any person permitted by the Central Government to provide head end in the sky (HITS) service;

(v) "head end in the sky service" or "HITS service" means transmission of programmes including retransmission of signals of television channels—

(i) To intermediaries like local cable operators or multi-system operators by using a satellite system and not directly to subscribers; and

(ii) To the subscribers by using satellite system and its own cable networks;

(w) "interconnection" means commercial and technical arrangements under which service providers connect their equipments and networks to provide broadcasting services to the subscribers;

(x) "interconnection agreement" with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channel;

(y) "internet protocol television operator" or "IPTV operator" means a person permitted by the Central Government to provide IPTV service;

(aa) "internet protocol television service" or "IPTV service" means delivery of multi channel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;

(bb) "local cable operator" or "LCO" means a person registered under rule 5 of the Cable Television Networks Rules, 1994;

(cc) "maximum retail price" or "MRP" for the purpose of these regulations, means the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay channel or bouquet of pay channels, as the case may be;

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

(ff) "pay broadcaster" means a broadcaster which has declared its one or more channels as pay channel to the Authority under the provisions of applicable regulations or tariff order, as the case may be;

(gg) "pay channel" means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers;

(hh) "programme" means any television broadcast and includes-

(i) exhibition of films, features, dramas, advertisements and serials;

(ii) any audio or visual or audio-visual live performance or presentation, and the expression "programming service" shall be construed accordingly;

(ii) "QoS Regulations" means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES, 2017;

(jj) "reference interconnection offer" or "RIO" means a document published by a service provider specifying terms and conditions on which the other service provider may seek interconnection with such service provider;

(kk) "service provider" means the Government as a service provider and includes a licensee as well as any broadcaster, distributor of television channels or local cable operator;

(ll) "set top box" or "STB" means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;

(mm) "subscriber" for the purpose of these regulations, means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other

person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber;

(nn) "subscriber management system" means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period;

(oo) "tariff order" means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017;

(pp) "television channel" means a channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term 'channel' shall be construed as a reference to "television channel".

(qq) "Confidential Information" means : (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Associates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the parties, (b) any material/ information, which results in the violation of any conditions imposed by the Broadcaster or its programme suppliers and disclosed to the operator by the Broadcaster for the purposes of this Agreement, including any information of any kind whatsoever which is made known to the operator as being confidential in nature and vice versa (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information. "Competent Authority" means the Authority specified in this Agreement to be the Competent Authority for the purpose indicated therein and would include any Authority as has been notified /declared or as may be notified/declared from time to time as a constitutional or legislative or judicial or quasi judicial or Administrative or Regulatory Authority concerning matters of Broadcasting and Distribution of TV channels and matters incidental or relating thereto.

(xii) "Equipment" shall mean the DSR(s)/IRD(s), the Viewing Card(s) and remote as provided in Schedule- V.

(xiii) "Intellectual Property" means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.

(xiv) "MIB" means the Ministry of Information & Broadcasting in India.

(xix) "Subscribed Channels" means the channels as described in Item (1)(A) and (1)(B) of Schedule-II to this Agreement.

(xxi) "Subscriber Reports" means the monthly Subscriber reports to be provided by the DPO to the Broadcaster in terms of Schedule -VI of this Agreement.

(xxiii) "TDSAT" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.

(xxiv) "Term" means, with respect to each Subscribed Channel, the period commencing from \_\_\_\_\_, 20\_\_\_\_ and expiring on \_\_\_\_\_, 20\_\_\_\_, unless terminated earlier in terms of this Agreement.

(xxvi). TERRITORY: Territory, in the context of this Agreement is as explained in Schedule - X

(xxvii) "TRAI" means the Telecom Regulatory Authority of India.

**SCHEDULE - II****A-LA-CARTE RATES PER SUBSCRIBER PER MONTH**

TICK HERE (✓)	SL. NO.	SD CHANNEL	MRP (Rs.)
	1	TARANG	10.00
	2	TARANG MUSIC	2.00
	3	PRARTHANA	2.00
	4	ALANKAR	4.00
	5	OTV	FTA

\*Please note that in addition to the Subscription fees, the DPO shall be liable to pay applicable taxes presently GST as extra.

**BOUQUET RATES PER SUBSCRIBER PER MONTH**

SL. NO.	SD CHANNEL	MRP (Rs.)
1	TARANG	15.30
2	TARANG MUSIC	
3	PRARTHANA	
4	ALANKAR	

\*Please note that in addition to the Subscription fees, the DPO shall be liable to pay applicable taxes presently GST as extra.

**A-LA-CARTE RATES FOR COMMERCIAL**

TICK HERE (✓)	SL. NO.	SD CHANNEL	MRP (Rs.)
	1	TARANG	50.00
	2	TARANG MUSIC	25.00
	3	PRARTHANA	25.00
	4	ALANKAR	50.00
	5	OTV	FTA

\*Please note that in addition to the Subscription fees, the DPO shall be liable to pay applicable taxes presently GST as extra.

**GENRE WISE CHANNEL NAME**

SL. NO.	SD CHANNEL	GENRE	NATURE OF CHANNEL
1	TARANG	REGIONAL GENERAL ENTERTAINMENT ODIA	PAY
2	TARANG MUSIC	REGIONAL MUSIC ODIA	PAY
3	PRARTHANA	REGIONAL DEVOTIONAL ODIA	PAY
4	ALANKAR	REGIONAL MOVIES ODIA	PAY



5	OTV	REGIONAL NEWS & CURRENT AFFAIRS ODIA	FTA
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## **SCHEDULE - III (Audit)**

### **Head End Audit**

DPO should provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose.

DPO to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.

All TS from MUX should be encrypted for the Territory.

DPO to ensure that his network watermark logo is inserted on all pay channels at encoder end only.

All pay channels IRDs to be provided to DPO's by Broadcaster should have SDI/Composite/ SDI output only. Broadcaster should not give IRDs with ASI/IP output or CAM Module.

**CAS Audit:** DPO to provide all below information correctly:

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

### **III. SMS Audit:**

- All product authorization must be from SMS only.
- SMS and CAS should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:

Unique Customer Id

Subscription Contract number

Name of the subscriber

Billing Address

Installation Address

Landline telephone number

Mobile telephone number

Email id

Service/Package subscribed to

Unique STB Number

Unique VC Number

The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.

Location of each and every set top box VC unit

The SMS should be capable of giving the reporting at any desired time about:

The total no subscribers authorized

The total no of subscribers on the network

The total no of subscribers subscribing to a particular service at any particular date.

The details of channels opted by subscriber on a-la Carte basis.

The package wise details of the channels in the package.

The package wise subscriber numbers.

The ageing of the subscriber on the particular channel or package

The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit

(i) Review Complete Network Diagram

- (ii) Undertaking from DPOs for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking
- (iv) Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted.
- (v) Review whether Live diagram / fibre details of network are captured in SMS system
- (vi) To check if DPO specific coding / ID is available for Finger Printing
- (vii) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only
- (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
  - Unique Subscriber ID
  - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
  - Hardware details
- (x) Review the subscribers activation/ de-activation history in the SMS system
- (xi) Validate if the SMS is integrated with the Conditional Access (“CA”) system.
- (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
- (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
- (xiv) Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
- (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- (xvi) Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
- (xvii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Broadcaster.
- (xviii) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, package composition, rates,
- (xix) Review of the following reports are supported by SMS & CA System.
  - a. Total no of Subscribers – active & de-active separately
  - b. De-active subscribers with ageing
  - c. Channel wise Subscribers - total
  - d. Channel wise Subscribers – split by package
  - e. Revenue by Package / Channel
  - f. Subscriber/Revenue Reports by State/City
  - g. No of packages/services offered
  - h. List of Channels / rates of each package
  - i. Rate Card Options offered / Attached with active Subscribers
  - j. Historical data reports
  - k. Free / demo Subscribers details
  - l. Exception cases – active only in SMS or CA system

**STB Audit:** All STB should be individually paired in advance with unique smart card at central warehouse of DPO before handing down the line distribution.

- DPO to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- DPO should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by DPO's should be certified by their CAS vendor.
- Forensic watermarking to be implemented on the DPO headend & STBs.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- All the STBs should have embedded Conditional Access.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head end.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.

- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections
  - (i) Macro vision 7 or better on Composite video output.
  - (ii) Macro vision 7 or better on the Component Video output.
  - (iii) HDCP copy protection on the HDMI & DVI output.
  - (iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
- Types of boxes launched / to be launched:
  - Vanilla STB
  - DVR STB
  - Others (please specify)
- Please furnish STB details as following:
  - Open Standards or Proprietary?
  - Audio Video and Data I/O Configuration?
  - Local Storage?
  - Smarts Card?
  - PVR Functionality?
  - Tamper Resistance?
  - I/O Copy Protection? Please provide the details.
  - I/O Interface to Other Devices?
- Are the STB's interoperable?
- DVR / PVR STB should be compliance of following;
  - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
  - Recorded content should be encrypted & not play on any other devices.
  - Content should get record along with entitlements and play out only if current entitlement of that channel is active. § User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.

**Distribution Network Audit:** DPO should provide below information in detail:

- Fiber network and PIT information on Geo Map.
- Service area to be defined.

**Anti-Piracy Measure:** Use of any device or software should not invalidate the fingerprinting.

- The OVERT Finger Printing should not be removable by pressing any key from the remote.
- The OVERT Finger printing should be on the top most layer of the video.
- The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
- The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
- The Finger printing should be possible on global as well as on the individual STB basis.
- The Overt finger printing and On screen display (OSD) messages of the respective broadcaster should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
- Covert finger printing should be available.
- No common interface Customer Premises Equipment (CPE) to be used.
- The STB should have a provision that OSD is never disabled.

**Commercial Audit\***

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

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

## **SCHEDULE – IV (TECHNICAL SPECIFICATIONS)**

### **Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS)**

#### **(A) STB Requirements:**

1. All the STBs should have embedded Conditional Access (CA).
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be Bureau of Indian Standards (BIS) compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
12. The STB should be compatible with covert Finger Printing.
13. The STB should carry the Subscribed Channels' Finger Printing without masking or tampering, with respect to time location, duration and frequency.

#### **(B) Fingerprinting Requirements:**

1. The finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the finger printing should be changeable from the Headend and should be random on the viewing device.
6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.
8. The Overt finger printing and On Screen Display (OSD) messages of the respective broadcasters should be displayed without any alteration with regard to the time, location, duration and frequency.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.

#### **(C) CAS & SMS Requirements:**

1. The current version of the Conditional Access System should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.

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







**SCHEDULE - VII**

**CAS declaration form (On the letterhead of the CAS Broadcaster)**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_, address at \_\_\_\_\_ having its headend at \_\_\_\_\_ has installed Conditional Access System (CAS) from our company for its DAS platform.

Date of CAS Installation: \_\_\_\_\_ CAS Version: \_\_\_\_\_  
CAS ID: \_\_\_\_\_ NETWORK ID: \_\_\_\_\_

With respect to the CAS installed at above mentioned headend, we confirm the following:

1. The current version of CAS does not have any history of hacking.
2. We have the capability of upgrading of CAS in case it gets hacking.
3. The CAS is currently in use by other pay TV services and it has an aggregate of at least 1 million subscribers in the global pay TV market.
4. The CAS has the capacity to handle at least 1 million subscribers in the system.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on an particular package.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
7. This CAS is independently capable of generating log of all activations and deactivations.
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
9. The CAS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
10. This CAS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and package.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this CAS system.

Thanking you,  
For (CAS company name)

(Signature)

Name: \_\_\_\_\_

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

Company seal:

**SCHEDULE - VIII**

**SMS declaration form (On the letterhead of the SMS Company)**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_, having its registered office address at \_\_\_\_\_ and having its headend at \_\_\_\_\_ has installed SMS from our Company for its DAS platform.

Date of SMS Installation: \_\_\_\_\_

SMS Version: \_\_\_\_\_

With respect to the SMS installed at above mentioned headend, we confirm the following:

1. The SMS is currently in use by other pay TV services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis through the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on an particular package.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
6. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. This SMS is independently capable of generating log of all activations and deactivations.
8. This SMS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel.

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this SMS system.

Thanking you,  
For (SMS company name)

(Signature)

Name: \_\_\_\_\_

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

Company seal:

**SCHEDULE - IX****DISCOUNT/INCENTIVE OFFERED**

There is no discount on A-LA-CARTE.

**DISCOUNT ON BOUQUET PRICE**

Discount/ Incentive offered on bouquet price based on either LCN category or VOLUME based sub-base. Any one of the options can be availed.

**DISCOUNT/INCENTIVE BASED ON LCN (ON BOUQUET)**

SD CHANNEL	GENRE	NATURE OF CHANNEL	LCN RANK REQUIRED	DISCOUNT/INCENTIVE ON BOUQUET PRICE
TARANG	REGIONAL GENERAL ENTERTAINMENT ODIA	PAY	1	12%
TARANG MUSIC	REGIONAL MUSIC ODIA	PAY	2 TO 6	1%
PRARTHANA	REGIONAL DEVOTIONAL ODIA	PAY	2 TO 6	1%
ALANKAR	REGIONAL MOVIES ODIA	PAY	2 TO 6	1%

SD CHANNEL	GENRE	NATURE OF CHANNEL	LCN RANK REQUIRED	DISCOUNT/INCENTIVE ON BOUQUET PRICE
TARANG	REGIONAL GENERAL ENTERTAINMENT ODIA	PAY	2	10%
TARANG MUSIC	REGIONAL MUSIC ODIA	PAY	1 TO 6	1%
PRARTHANA	REGIONAL DEVOTIONAL ODIA	PAY	1 TO 6	1%
ALANKAR	REGIONAL MOVIES ODIA	PAY	1 TO 6	1%

SD CHANNEL	GENRE	NATURE OF CHANNEL	LCN RANK REQUIRED	DISCOUNT/INCENTIVE ON BOUQUET PRICE
TARANG	REGIONAL GENERAL ENTERTAINMENT ODIA	PAY	3	5%
TARANG MUSIC	REGIONAL MUSIC ODIA	PAY	1 TO 6	1%
PRARTHANA	REGIONAL DEVOTIONAL ODIA	PAY	1 TO 6	1%
ALANKAR	REGIONAL MOVIES ODIA	PAY	1 TO 6	1%

**OR**

**INCENTIVE BASED ON VOLUME - 2,00,000 (TWO LAC) SUBSCRIBER AND ABOVE 15% INCENTIVE.**

**\*INCENTIVE WILL BE CALCULATED ON THE MRP SUBJECT TO THE FULFILMENT OF PARAMETER AS PER ABOVE.**

WEBSITE COPY – NOT FOR EXECUTION

SCHEDULE - X

**AUTHORIZED AREA OF TRANSMISSION**

SL NO	STATE	CITY/TOWN/VILLAGE	DAS (I,II,III,IV)	HEAD END ADDRESS

WEBSITE COPY – NOT FOR EXECUTION

## SCHEDULE - XI

### **APPLICATION FORM FOR REQUEST OF SIGNALS OF TELEVISION CHANNELS**

1. Name of the distributor of television channels:
2. The names of Owners/Directors/Partners of the distributor:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Copy of certificate of registration/ permission/ license (Attach a Copy):
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the distributor:
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:
11. Area wise present subscriber base of the distributor:
12. List of channels and bouquets for which signals of television channels are requested:
13. Service Tax registration number:
14. GST No.
15. Entertainment Tax Number:
16. PAN No. (Attach a copy):
17. Are the CAS/ SMS in compliance with the regulations: YES / NO
18. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available:

\_\_\_\_\_  
(Signature)  
Date and Place

#### **DECLARATION**

I \_\_\_\_\_ s/o, d/o \_\_\_\_\_, \_\_\_\_\_ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of \_\_\_\_\_ (Name of Distributor of television channels), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

\_\_\_\_\_  
(Signature)  
Date and Place





**SCHEDULE - XII**

**COMPLIANCE OFFICER**

Name : Mr. Bibhuti Bhusan Mishra  
Designation : Manager  
Email id : bibhuti.mishra@odishatv.in  
Address : N/28-30, Chandaka Industrial Estate, Patia, Bhubaneswar -751024  
Contact No : 0674-7117300, 09777588990

**GRIEVANCE OFFICER**

Name : Mr. Nihar Ranjan Bhuyan  
Designation : COO  
Email id : nihar.bhuyan@odishatv.in  
Address : N/28-30, Chandaka Industrial Estate, Patia, Bhubaneswar -751024  
Contact No : 0674-7117300, 09937288003

WEBSITE COPY – NOT FOR EXECUTION

## **SCHEDULE - XIII**

### **DPO'S ANTI-PIRACY OBLIGATIONS**

#### **1. General**

1.1 DPO shall take all necessary actions to prevent any unauthorized access to the channels through its Permitted Digital Distribution Platform.

#### **2. STBs, VCs, Systems and Procedures**

2.1 In order to ensure that each STB is capable of being used for Fingerprinting, DPO shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2 DPO represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by DPO or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, DPO:

2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;

2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;

2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;

2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;

2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and

2.2.7 de-authorizing any STB or VC that is found outside the Authorized Area of Transmission or in the possession of a person who is not a bona fide Subscriber.

2.3 DPO represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other DPO.

2.4 DPO represents, warrants and undertakes that all installations of STBs and VCs are done directly by DPO or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, DPO's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

2.4.1 Name;

2.4.2 Installation address;

2.4.3 Billing address (if different);

2.4.4 Telephone number of the installation address, where applicable;

- 2.4.5 Subscriber's unique subscriber reference or subscription agreement number;
  - 2.4.6 Channels /Bouquets that have been selected;
  - 2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;
  - 2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
  - 2.4.9 Name and unique reference number of the installer (if different from the dealer);
  - 2.4.10 VC number; and
  - 2.4.11 Unique STB number.
- 2.5 DPO agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Subscribed Channels can be accessed from addresses which are:
- 2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or
  - 2.5.2 outside the Authorized Area of Transmission; or
  - 2.5.3 that of a cable head end or any other distributor of such Channel.
- 2.6 In order to ensure that the VC is only activated for bona fide Subscribers, DPO further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.
- 2.7 DPO represents warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

### **3. Fingerprinting**

3.1 DPO shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by Authorized Agent and as reasonably requested from time to time.

3.2 DPO shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by DPO or by Authorized Agent.

3.3 DPO shall ensure that it shall be able to operate the Fingerprinting across all 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. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.

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

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

3.4.2 Fingerprinting to be provided by DPO on the Subscribed Channels, as per the scheme provided by the Broadcaster through the Authorized Agent; the Broadcaster through the Authorized Agent 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. Conditional Access and other systems**

4.1 DPO shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 DPO represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

4.3 DPO agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

## **5. Piracy, piracy reports and prevention**

5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:

5.1.1 Any VC or STB is being located, supplied or sold outside the Authorized Area of Transmission,

5.1.2 Any of the Subscribed Channels are being viewed via a VC or STB by a third party that is not a Subscriber,

5.1.3 A VC is being used for viewing the Subscribed Channels anywhere other than the registered address of a Subscriber, or

5.1.4 A VC and/or STB are being used by a cable DPO or other distributor to distribute any of the Subscribed Channels (each, a **"Piracy Event"**).

5.2 If Authorized Agent or DPO becomes aware of a Piracy Event then DPO shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Subscribed Channels or signals thereof.

5.2.1 In the event Authorized Agent decides to take legal or other action against any infringing party committing or causing any Piracy Event, DPO shall provide all reasonable assistance to Authorized Agent to prevent or combat such Piracy Event.

5.2.2 If DPO wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Authorized Agent, where Authorized Agent shall be one of the parties to such action, it shall notify Authorized Agent in writing and seek Authorized Agent's prior written consent. Where Authorized Agent consents to DPO taking legal or other action on behalf of Authorized Agent, DPO shall keep Authorized Agent fully informed of the progress of such action. DPO shall not settle, attempt to settle or otherwise compromise the rights of Authorized Agent or its DPOs without the prior written consent of Authorized Agent.

5.3 DPO agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.

5.4 DPO shall investigate and report to Authorized Agent any detected incidents of copying, transmitting, exhibiting or other illegal use of the Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Subscribed Channels.