

“REFERENCE INTERCONNECTION OFFER (“RIO”) / INTERCONNECTION AGREEMENT OF MEDIA WORLDWIDE LIMITED (“MWL”) FOR ALL DIGITAL ADDRESSABLE TELEVISION PLATFORMS FOR INTERCONNECTION WITH DISTRIBUTION PLATFORM OPERATOR (“DPO”)

This Reference Interconnect Offer (RIO) read along with the Interconnection Agreement attached hereto is being published by MEDIA WORLDWIDE LIMITED for its Channels and also on behalf of the Broadcaster(s) of various Channels (MWL Channels and the channels under authorisation from other Broadcasters are hereinafter individually and/or collectively referred to as MWL Group Channel(s)), as detailed in ANNEXURE II, under Authorisation from them, in compliance with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended by The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Amendment) Order, 2017) and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 in accordance with Clause 13A of the Telecommunication (Broadcasting and Cable Services) Interconnection (Seventh Amendment) Regulation, 2014 dated 3rd March, 2017. Both RIO and Interconnection Agreement are to be read together and Interconnection Agreement attached herewith forms an integral part of this RIO.

The terms mentioned in this Reference Interconnect Offer (RIO) constitutes broad technical and commercial terms and conditions applicable to DPOs of DAS retransmitting digital signals of MWL Group Channels to Subscribers in terms of the Regulations. Every DPO desirous of obtaining signals of MWL Group Channels shall make a written request in the Application Form which has already been hosted on our website under the link <https://www.mediaworldwide.in/distribution-rio/>. The DPO along with the Application Form shall also submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of MWL Group Channels meet the requirements specified in the Schedule I of the Regulations. On receipt of a request from the DPO in the format, MWL and the concerned DPO will enter into an Interconnection Agreement containing all the terms and conditions as per this RIO to enable the DPO to avail the signals of the MWL Group Channels for further re-transmission to its Subscribers from its Platform either directly or through Local Cable Operator(s) (LCOs).

In case MWL finds that the Digital Addressable System (i.e. CAS, SMS and other digital equipment), hereinafter referred to as “DAS”, being used by the DPO for distribution of TV channels does not meet the requirements specified in Schedule III of the Regulations, it shall inform such DPO who shall get its DAS audited by M/s Broadcast Engineering Consultants India Ltd. or any other auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule I to the Regulations.

The DPO shall deliver the following information/documents to MWL along with the Application Form seeking signals of MWL Group Channels:

1. PAN Card;
2. GST Registration;
3. Tax Deduction Account Number (TAN)
4. Certificate / Registration issued to the DPO by the Ministry of Information and Broadcasting (MIB) to operate in DAS area under Rule 11C/11E of the Cable Television Networks Rules 1994 (as amended) and other approvals from the relevant Governmental Authority along with all relevant supporting documents, including licenses;

5. Copy of the resolution passed by the board of directors of the DPO or an authority letter from the DPO authorizing _____ to execute the Interconnection Agreement on behalf of the DPO;
6. CAS declaration from the conditional access vendor in the format set out at ANNEXURE VIII.
7. SMS declaration from the SMS vendor in the format set out at ANNEXURE IX.

MWL has designated the following persons for receiving the request for interconnection from the DPO and their grievance redressal pertaining to this Agreement / Reference Interconnect Offer:

Mr. Mahesh Pawar, +91 22 4200 1000, mahesh@mediaworldwide.in

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is executed on this ____ day of _____, 20____, at Mumbai.

BETWEEN

MEDIA WORLDWIDE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number (CIN): U92132MH2004PLC197783 and having its registered office at 5th Floor, Techweb Centre, Link Road, Oshiwara, Mumbai – 400 102 (hereinafter referred to as "MWL" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the one part,

AND

-----Affiliate's Status: Company Partnership Firm Proprietorship Firm Individual HUF LLP (hereinafter referred to as the "DPO" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("HUF") of the OTHER PART.

Name of Authorised Signatory (Mr./Ms.): _____

Designation of Authorised Signatory (Mr./Ms.): _____

Correspondence Address:

Tel. No.: _____ Mobile No. _____

Fax No.: _____ E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

MWL and DPO are hereinafter individually and collectively referred to as "Party" and "Parties" respectively.

WHEREAS:

- a) MWL is, inter-alia, engaged in the business of broadcasting and distribution of satellite based television Channel(s)/Service(s) and has exclusive right to market and distribute the Channel(s)/Service(s) (detailed in ANNEXURE II) in India, Nepal & Bhutan to various Subscribers and users of the Channel(s)/Service(s).
- b) The DPO is a Cable operator / IPTV Operator / Hits Operator / DTH Operator, who has been granted registration No. _____ dated _____ under the Cable Television Networks Rules, 1994, by the Ministry of Information and Broadcasting, for providing cable TV services through digital addressable systems in the areas of _____ notified by the Central Government under Section 4A of the Cable Television Networks (Regulation) Act, 1995.

- c) Parties have agreed that MWL will provide the signals of MWL Group Channels to the DPO for the DAS systems as defined in ANNEXURE I and the DPO will carry these channels on its Platform on terms and conditions, detailed hereinafter.
- d) Parties now wish to record and reduce, in writing, the terms and conditions agreed between them governing their relationship as follows.

1. Defined Terms

In this Agreement, unless repugnant or contrary to the context hereof or otherwise defined herein, the following terms, when capitalised, shall have the meanings assigned when used herein:

“Active subscriber”

means a subscriber who has been authorized to receive signals of MWL Group Channels as per the subscriber management system and whose set top box has not been denied signals.

"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 signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System at the premises of the subscriber within the limits of authorisation made, through the Conditional Access System and the subscriber management system, on the explicit choice and request of such subscriber, by the cable operator to the subscriber.

“a-la-carte” or “a-la-carte channel”

means offering of the MWL Group Channel(s) individually on a standalone basis

“average active subscriber base"

means the number arrived by averaging the active subscriber base count in the manner specified in the ANNEXURE VII

“BIS”

means the Bureau of Indian Standards established under the Bureau of Indian Standards Act 1986.

“Bouquet” or “Bouquet of Channels”

means an assortment of distinct MWL Group Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.

“DPO” or “Distribution Platform Operator”

means MSO or LCO or Cable TV network or HITS or IPTV or DTH operator conducting activity or business of the same and providing signals to either affiliates or consumers directly

“multi-system operator or “MSO”

means a cable operator / company who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from MWL 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

“Local Cable Operator” Or “LCO”

means a company registered under rule 5 of the Cable Television Networks Rules, 1994

“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

“IPTV”

means a company permitted by the Central Government to provide IPTV service; IPTV Service means delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers;

“DTH”

means a company that has been granted license by the Central Government to provide DTH Service; DTH Service means distribution/re-transmission of signals of television channels in Ku-band (or any other band as approved by the MIB), through satellite system, directly to Subscriber’s premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned and operated by DTH operator, comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;

“HITS”

means any company permitted by the Central Government to provide HITS service; HITS Service means transmission of programs including retransmission of signals of television channels to (i) intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and (ii) to the Subscribers by using satellite system and its own cable networks

“Channels”

means all television channels licensed by MWL to DPO.

“Conditional Access”

means control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers.

“Converted Channel(s)”

shall mean (i) conversion of a Free-to-Air Channel into a Pay Channel; or (ii) conversion of a Pay Channel(s) to a Free-to-Air Channel.

“Distribution Fee”

shall mean any fee payable by MWL to DPO for the purpose of distribution of pay MWL Group Channels or bouquet of pay MWL Group Channels, as the case may be, to subscribers and it does not include carriage fee.

“Electronic Programme Guide” or “EPG”

means a program guide maintained by the DPO 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.

“Fingerprinting”

means exercises where code numbers are made overtly to appear on the screen of a Television and/or covertly in the signals of the Channels that enables identification of the Smart Card being used to access such signals.

“Free to Air Channel” or “FTA Channel”

means a channel which is declared as such by MWL and for which no fee is to be paid by the DPO to MWL for availing signals of such channel.

“Governmental Authority”

means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT or any other body or authority regulating the broadcasting and distribution of channels in India;

“Incentive Scheme”

Incentive Scheme shall mean various Incentive(s) as detailed in ANNEXURE IV for “Incentive on MRP of A-la-Carte Pay MWL Group Channel(s)”; and ANNEXURE V for “Incentive on MRP of Bouquet(s) of Pay MWL Group Channel(s)”. The applicable Incentive(s) shall be calculated as per details provided by DPO in the format as specified by MWL in ANNEXURE VII. Each of the aforesaid incentives shall individually be referred to as an “Incentive” or collectively as “Incentives”.

“Independent Affiliate”

shall mean a cable operator who is or was availing the signals of the MWL Group Channels directly from MWL in terms of a separate agreement between MWL and such cable operator.

"Interconnection"

means commercial and technical arrangements under which DPO and MWL connect their equipment and networks to provide signals of MWL Group Channels to the subscribers.

“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 MWL Group Channel

“Interconnection Regulation 2017”

shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rd March, 2017 issued by the Telecom Regulatory Authority of India.

“Maximum Retail Price” Or “MRP”

for this Agreement shall mean the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay MWL Group Channel or bouquet of pay MWL Group Channels, as the case may be

“New Channels”

shall mean the new channels to be launched and/or distributed by MWL in future and/or not forming part of the list of Channels set out in ANNEXURE II as on date of execution of this Agreement.

“Pay Channel”

shall mean a channel which is declared as such by MWL and for which a share of maximum retail price is to be paid to MWL by the DPO and for which due authorization needs to be obtained from MWL for distribution of such channel to subscribers.

“Platform”

means the addressable systems owned and operated by DPO which is used to re-transmit the signals of MWL Group Channels

“Reference Interconnection Offer” or “RIO”

means this document published by MWL specifying terms and conditions on which the DPO may seek interconnection with MWL.

“Removed Channel”

shall mean any Channel(s) which MWL ceases to grant right in respect of such Channel(s).

“Receiver Box”

means the MWL approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the DPO.

“Set Top Box”

means a device which is connected to or part of a television set and which allows a Subscriber to receive in descrambled form the Channels distributed by the DPO by any medium or method.

“Smart Card”

means, in relation to a Subscriber, a card or other device issued by DPO to that Subscriber that, when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the DPO. The reference to Smart Card shall also mean electronic authentication as approved by the Government authority to enable decryption at the Subscriber end without any physical card but electronic digital mechanism.

“Subscriber”

means, a person who receives signals of MWL Group Channels, from a DPO, 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. For the avoidance of doubt, it is hereby clarified that for the purposes of calculating the Subscription Fees, a Subscriber shall have the meaning set out in ANNEXURE VI.

“Subscriber Management System” or “SMS”

means a system or device which stores the subscriber records and details at the DPO's end with respect to name, address and other information regarding the hardware being utilized by the subscriber, MWL Group Channels or bouquets of MWL Group Channels subscribed by the subscriber, price of such MWL Group Channels or bouquets of MWL Group Channels as defined in the system, the activation or deactivation dates and time for any MWL Group Channel or bouquets of MWL Group Channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period by the DPO.

“Subscription Fee”

means the Fees payable by DPO to MWL for availing the signals of MWL Group Channels monthly and calculated as “MWL’s Share of MRP” multiplied by average active subscribers for any given month.

“Tariff Order”

means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 3rd March, 2017

“Television Channel”

means MWL Group 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”

“Territory”

means the territorial boundaries wherein MWL has authorised the DPO to retransmit the signals of MWL Group Channels.

“Viewing Card”

means the MWL approved viewing card to be used in conjunction with the Receiver Box for DPO to access and decode each of the Channels.

“MWL’s share of MRP”

with reference to a pay channel or a bouquet of pay channels means the proportionate share of Maximum Retail Price (MRP) of MWL Group Channels/Bouquets payable by a DPO to MWL for availing the signals of pay MWL Group Channel or bouquet of pay MWL Group Channels, as the case may be, and for which due authorization has been obtained by such DPO from MWL.

All other words and expressions used in this Agreement but not defined and defined in the Act and rules and regulations made there under or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made there under, shall have the meanings respectively assigned to them in those Acts or the rules or regulations.

2. Term

2.1. The “Term” of the Agreement shall be for a minimum period of one (1) year starting with effect from _____, valid up to _____ unless terminated earlier in accordance with the terms of this Agreement.

2.2. The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. Both parties shall enter into discussions at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement. Provided further that if the Parties fail to enter into new Interconnection Agreement before the date of expiry of this Agreement, MWL will disconnect the retransmission of the signals of the MWL Group

Channels on the expiry date of this Agreement after giving written notice as per applicable law.

3. Territory

- 3.1. The DPO has been granted license by MIB to operate in the Territory as mentioned in “ANNEXURE I Part (A)” (hereinafter referred to as “Registered Area”). Further, MWL has allowed the DPO to operate within the specific DAS notified area(s)/cities as stated in ANNEXURE I Part (B) (hereinafter referred to as “Authorised Area”).
- 3.2. It is further clarified that it shall be permissible for the DPO to distribute the MWL Group Channels beyond the Authorised Area, by giving a written notice to MWL, addressed to the designated person for that Area named in Clause 37 hereunder. The distribution of MWL Group Channels in such additional areas can be done by the DPO after thirty (30) days from the date of receipt of such written notice by MWL and the said notice shall be deemed to be an addendum between the Parties for additional areas to be serviced by the DPO: Provided that such areas fall within:
 - 3.2.1. the Registered Area of operation of the DPO; and / or
 - 3.2.2. the states or union territories in which the DPO has been permitted to distribute the signals of television channels under this Agreement.
 - 3.2.3. In absence of thirty (30) days advance notice referred herein above shall mean that the distribution of MWL Group Channels done by the DPO shall be treated as unauthorised and unlawful and shall be liable for appropriate penal action as per the applicable Law / Regulations.
- 3.3. Nothing contained in sub-clause 3.2 shall apply if written objections with reasons from MWL have been received by the DPO during the said thirty (30) days’ notice period.

4. MWL Group Channel

- 4.1. MWL Group Channel shall mean the Television Channels as listed in ANNEXURE II attached herewith. Standard Definition Channels may be referred to as MWL Group SD Channels
- 4.2. MWL reserves the right to remove any channel from the list of MWL Group Channels (“Removed Channel”) at any time during the Term, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to DPO and/or to add any channel to the list of MWL Group Channels and to grant the distribution rights to DPO in respect of new channel.

5. Rights Granted

- 5.1. DPO shall have the non-exclusive right to carry the MWL Group Channels during the Term via the cable television network in the Territory in an encrypted mode only on the digital “addressable systems” owned and operated by the DPO (the “Platform”) for distribution to Subscribers strictly in terms of and in accordance with the applicable laws and regulations. The parties agree that on signing of this Agreement, DPO shall have the non-exclusive right to distribute the channels from its Platform in DAS notified area(s), simultaneously upon receipt of signal along with the multiple audio feed, if any, without interruption, editing, interference or alteration, to the DPO’s authorized subscribers only, hereinafter referred to as “Subscriber”, as defined in Clause 6 of this Agreement. All other rights and means of distribution not specifically and expressly granted to DPO are expressly excluded and reserved by MWL.
- 5.2. The DPO shall not be granted Time Shift, all kinds of Multiplexing, Pay Per View (PPV), Video on Demand (VoD) or Near Video on Demand (NVoD) rights and MWL reserves such rights.

DPO shall not store any content of MWL Group Channels for any reason whatsoever, including, but not limited for the purpose of providing to its Subscribers as part of any Free TV, Interactive TV, Online service, save and except for compliance recording.

- 5.3. Usage of Digital Video Recorder (DVR) and or Personal Video Recorder (PVR) by the DPO shall not be permitted. Nevertheless, use of DVR and PVR by the end consumer shall be allowed provided there is no automatic advertisement skipping function nor there is any mechanism whereby DVR and or PVR have a store and forward function.
 - 5.4. DPO shall carry each of the Channels in their entirety, at the time transmitted by MWL and its licensors along with multiple audio feed, if any, without any editing, dubbing, voice over, sub title, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic overlays, pull-through or crawls, deletions or additions.
 - 5.5. The DPO shall offer all contributory language feeds for a given channel to every subscriber entitled to access that channel provided that the DPO has opted for such contributory language feeds of the channel.
 - 5.6. DPO shall, under no circumstance, sub license and/ or assign and/ or transfer the rights granted to it by MWL.
 - 5.7. DPO shall not “push” content onto the Set Top Box (“STB”), there shall not be automatic advertisement skipping function and/ or the DPO shall not create a virtual Video on Demand (VOD) or other on demand service in respect of the MWL Group Channel(s).
 - 5.8. Distribution is permitted only to STB’s of DPO on its “Platform”. Distribution right on all other platforms including DTH, Mobile, Broadband, PC, Internet, Wireless, IPTV, HITS, OTT or any other technology which may be introduced in future is not granted herein and the same are expressly withheld by MWL.
6. Authorised Subscriber
- 6.1. Authorised Subscriber shall mean any subscriber of the DPO who receives the signals of MWL Group Channels at a place indicated by him without further transmitting it to any other person and who does not cause the signals of MWL Group 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 signals of MWL Group Channels, shall constitute an Authorised Subscriber.
 - 6.2. Subscriber for the purposes of calculation of the Monthly Subscription Fees means, for any calendar month, each Set Top Box, which is availing the MWL Group Channel(s) through the DPO.
 - 6.3. DPO shall not be permitted nor shall be entitled to activate the Set Top Box or provide signals of any MWL Group Channels to any such subscribers who have not submitted Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle MWL to disconnect its channels by giving written Notice for non-compliance to the DPO.
 - 6.4. Each Set Top Box in a household or unit in a multi-dwelling residential unit or at any other place other than a residential unit shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) STB authorized by the DPO to receive the Channels then every such connection(s) shall be considered as a separate and distinct “Subscriber” in all respect including for calculation of Subscription Fees. DPO shall maintain proper and accurate records of each connection and would furnish the details to MWL.
 - 6.5. It is hereby agreed and acknowledged by the Parties that this Agreement does not confer upon the DPO, right to distribute MWL Group Channels in any manner to any Commercial Subscriber. Each Set Top Box deployed by the Commercial Subscriber shall be treated as a

separate Subscriber. For the Commercial Subscribers, the Parties shall enter into a separate agreement for subscription of MWL Group Channels.

7. Packaging

- 7.1. DPO undertakes to MWL that it shall package MWL Group Channels as per applicable law including but not limited to the relevant regulations notified by TRAI. DPO undertakes to MWL that no MWL Group Channel shall be included in any package or tier that contains any channel with pornographic content or any gambling channel.
- 7.2. DPO further undertakes that it shall not make MWL Group Channels disadvantaged or otherwise treat less favourably with respect to competing channels of MWL.
- 7.3. DPO shall give at least 60 (sixty) days prior written notice to MWL of any changes to the packaging / tiering of the channels available on its Platform.
- 7.4. It is however clarified that, notwithstanding anything contained in this RIO, in case DPO opts for any of the Incentive Scheme(s) then the DPO shall be liable to package and place the MWL Group Channels as specified in the said Scheme(s) including but not limited to the threshold eligibility requirement of the said Incentive Scheme(s).

8. Main Obligations of DPO

- 8.1. Without prejudice to the provisions of Clause 17“Acquired Systems”, the DPO agrees not to connect or make available the signals of the Channels through the Distribution System to any Independent Affiliate, having outstanding arrears payable to MWL, without MWL’s prior written consent vide a written agreement. MWL has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the DPO does not clear all the outstanding amounts payable by the Independent Affiliate to MWL for such time the Independent Affiliate has been availing the signals of MWL Group Channels.
- 8.2. Any agreement entered into by the DPO, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the DPO, its sub-operators and their respective Affiliates 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.
- 8.3. The DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees, as a precondition to receive the signals of MWL Group Channel(s).
- 8.4. The DPO shall offer to all subscribers the bouquet(s) of Pay MWL Group Channels offered by MWL for which interconnection agreement has been signed with MWL, without any alteration in composition of the bouquet(s) of Pay MWL Group Channels.
- 8.5. DPO shall retransmit the signals of all MWL Group Channels only in a securely encrypted manner and without any alteration to its subscribers.
- 8.6. DPO shall display name and maximum retail price of all the MWL Group Channels opted by the DPO in its electronic programme guide.
- 8.7. Further, the DPO shall not offer limited period exhibition of any Channel(s) to Subscribers.
- 8.8. 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 “the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2012 (12 of 2012) and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the DPO (if any).

- 8.9. DPO shall not distribute the MWL Group Channels outside the Territory through any other mode without the express written consent/agreement of MWL.
 - 8.10. The DPO before availing the signals of MWL Group Channels shall submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of MWL Group Channels meet the requirements specified in the ANNEXURE X of this Agreement. In case MWL finds that the Digital Addressable System (i.e. CAS, SMS and other digital equipment) being used by the DPO for distribution of TV channels does not meet the requirements specified in ANNEXURE X of this Agreement, it shall inform such DPO and the DPO shall get the addressable system audited by M/s Broadcast Engineering Consultants India Ltd. or any other auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that the DPO's digital addressable systems meets the requirements specified in said ANNEXURE X.
 - 8.11. DPO shall protect the Intellectual Property of MWL and shall not cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so. The DPO shall not apply for registration of MWL's Trade mark as a Trade mark in its own name and shall not use any name or mark similar to or capable of being confused with the Trade name or mark of MWL. DPO shall not acquire or claim any proprietary Rights in the Intellectual Property of MWL.
 - 8.12. 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.
 - 8.13. DPO undertakes to take all appropriate and necessary steps and measures to prevent piracy or any other violation, disclose correctly all the information as required by MWL, ensure distribution by sub-operator only to persons in the DPO's SMS and CAS database and operating within the limits of the subscription rights as conferred in terms of this Agreement.
9. License Fee & Maximum Retail Price (MRP) of MWL Group Channels, Calculation of Subscription Fee and Distribution Fee:
- 9.1. MRP of MWL Group Channels offered on A-la-Carte basis is set out in ANNEXURE II
 - 9.2. MRP of Bouquet of Pay MWL Group Channel(s) is set out in ANNEXURE III
 - 9.3. MWL is also offering the MWL Group Channel(s) under various Incentive Scheme(s) detailed herein below. The DPO at its sole discretion can opt for these Incentive Scheme(s) in accordance with the terms and conditions of respective Incentive Scheme(s).
 - 9.3.1. Incentive Scheme(s) on MRP of A-la-Carte Channel(s) as detailed in ANNEXURE IV; and
 - 9.3.2. Incentive Scheme(s) on MRP of Bouquet of Channel(s) as detailed in ANNEXURE V
 - 9.4. For avoidance of doubt it is hereby clarified that the Incentive Scheme(s) is optional and the DPO is under no obligation to opt for any of the above-mentioned Incentive Scheme(s) to avail the MWL Group Channel(s). MWL Group Channels can be availed on either on A-la-Carte basis and/or on Bouquet basis.
 - 9.5. In the event the DPO chooses to opt for / avail any of the Incentive Scheme(s) as mentioned in Clause 9.1 (B) herein above, the DPO will have to comply with the all the conditions stipulated in the respective Incentive Scheme(s).
 - 9.6. Calculation of Subscription Fee
 - 9.6.1. During the Term, the DPO shall pay to MWL, the Subscription Fee which shall be calculated monthly in the manner set out in ANNEXURE VI.
 - 9.7. Distribution Fee
 - 9.7.1. The Distribution Fee payable by MWL to DPO for distribution of its Channels /Bouquet(s) shall be equal to twenty percent (20%) of the MRP of pay MWL Group

Channels or bouquet of pay MWL Group Channels as the case may be. For example, the distribution fee payable by MWL to DPO for a certain MWL Group Channel having MRP "X" shall be equal to "20% of X".

10. Payment Terms

- 10.1. The DPO agrees to pay to MWL, the monthly Subscription Fee as per the terms set out in ANNEXURE VI, any default by the DPO pertaining to Payment Terms shall constitute a material breach hereunder and MWL be entitled to switch of the signals of MWL Group Channels to entire network of the DPO.
- 10.2. Further it is also agreed by the DPO that in case the DPO operates through any of its Joint venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the DPO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the DPO to MWL in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by DPO that any other Independent Affiliate taken over by DPO during the term of this Agreement shall be treated as JVs and DPO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

11. Watermark/Logo

- 11.1. The DPO shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the DPO. However, no such watermark/logo shall be used by the DPO which conveys or indicates MWL' and/or its Licensor's brand logo in any manner whatsoever. The DPO shall have to seek prior written approval from MWL with regards to the size, type, location of the watermark/logo to be used on the screen by the DPO on MWL Group channels transmitted on its platform.

12. Electronic Programme Guide (EPG)

- 12.1. MWL will declare the genre of its channels as per the Regulations, broadly categorizing the MWL Group Channels in the following genre based on the channels launched by it from time to time: (a) General Entertainment (b) Infotainment, (c) Kids, (d) Movies, (e) Music, (f) News and Current Affairs, and (g) Miscellaneous.
- 12.2. It shall be mandatory for the DPO to place the MWL Group channels in the electronic programme guide, in such a way that the MWL Group Channels of same genre, as declared by MWL, are placed together consecutively and one channel shall appear at one place only:
- 12.3. Provided that no MWL Group Channels shall be disadvantaged or otherwise treated less favourably by the DPO with respect to competing channels on a genre basis of same language within the same genre shall appear together consecutively in the electronic programme guide.
- 12.4. Provided further that it shall be permissible to the DPO to place a channel under sub-genre within the genre declared for the channel by the broadcaster(s).
- 12.5. The DPO shall assign a unique channel number for each MWL Group Channel available on the distribution network.
- 12.6. The channel number once assigned to a MWL Group Channel shall not be altered by the DPO for a period of at least one (1) year from the date of such assignment: Provided that the provision of this Clause 12.4 shall not apply in case the channel becomes unavailable on the distribution network. Provided further that if MWL changes the genre of a MWL Group Channel then the channel number assigned to that MWL Group Channel shall be changed to

place such MWL Group Channel together with the channels of new genre in the electronic program guide.

- 12.7. Before signing of the Agreement, DPO shall apprise and make available to MWL the EPG Policy of the DPO's platform.
- 12.8. Electronic Program Guide (EPG) wherein the channels being carried on a DPO's network can be arranged in a simple and easy to understand manner so that the subscriber can easily go through this guide and select the channel of choice instead of flipping through all the channels.
- 12.9. During the entire duration of the term, the EPG of DPO shall always contain the information of the programs being shown on all MWL Group channels in a manner approved by MWL without any cost or fee to MWL. DPO shall provide the format in which the said information regarding all the channels shall be furnished by MWL.
- 12.10. However, in event the DPO avails any of the Incentive Scheme(s) then it shall be liable to comply with the conditions pertaining to LCN laid down in the respective Incentive Scheme(s).

13. Delivery and Security

- 13.1. All MWL Group Channels must be delivered by the DPO to subscribers in a securely encrypted manner and without any alteration.
- 13.2. The transmission specifications and infrastructure allocated by DPO in respect of the broadcast signals of the MWL Group Channels by DPO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.
- 13.3. MWL shall provide requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated processing fees, interest free security deposit per IRD and AMC charges as per the conditions laid down in the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 dated 3rd March, 2017. Further, the DPO shall confirm the details of Integrated Receiver Decoder (IRD's) in respect of all such channels availed from MWL in the format provided in ANNEXURE XI.

14. Audit

- 14.1. The DPO shall on or before 31st December of every Calendar Year must furnish to MWL a detailed audit report after causing audit of its Subscriber Management System (SMS), Conditional Access System (CAS) and other related systems by Broadcast Engineering Consultants India Limited (BECIL) an auditor empanelled by the Authority, to verify that the monthly subscription reports made available by the DPO to MWL are complete, true and correct. Provided, that any variation, due to audit, resulting in less than zero-point five percent (0.5%) of the billed amount shall not require any revision of the invoices already issued and paid. Failure to comply with this provision by the DPO will constitute a material breach of this Agreement.
- 14.2. In case MWL is not satisfied with the audit report received under Clause 14(i) or, if in the opinion of MWL the addressable system being used by the DPO does not meet requirements specified under the Schedule III of Interconnection Regulation, 2017, MWL shall have the right not more than once in a Calendar Year, after communicating to the reasons in writing to the DPO, to audit the SMS, CAS and other related system of the DPO by an auditor empanelled by the Authority.

- 14.3. The DPO shall be under a legal obligation to revert within four (4) days ("Revert Period") after a request is received for audit from MWL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. In the event the DPO fails to respond or provide a convenient date for audit falling within a month of the request date then in such an event, MWL shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month's Subscription Fee paid by the DPO for the previous month. For the avoidance of doubt, it is clarified that the additional charge of 10% as referred to above shall continue to be levied on monthly basis till the Audit is commenced.
- 14.4. Provided further that if such audit conducted in terms of Clause 14(ii) reveals that additional amount is payable to MWL by the DPO, then the DPO shall pay such amount, along with the interest at the rate of 18% per annum, within ten (10) days and if such amount including interest due for any period exceed the amount reported by the DPO to be due for such period by two percent (2%) or more, the DPO shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.
- 14.5. Provided also that MWL shall have a right to disconnect signals of MWL Group Channels, after giving written notice of three (3) weeks to the DPO, if such audit conducted in terms of Clause 14(ii) reveals that the addressable system being used by the DPO does not meet the requirements specified in the Schedule III of the Interconnection Regulation 2017.
- 14.6. DPO hereby agrees and acknowledges to offer necessary assistance to auditors so that audits can be completed in a time bound manner.
- 14.7. In the event during the audit exercise if it is found that the DPO has not informed MWL about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the DPO has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event MWL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @100% of the maximum retail price for such channels from the date of agreement. For example, if the undeclared number of subscribers is say 500 and the MRP share of MWL is Rs. X, then in such a scenario the DPO shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).
- 14.8. The DPO will maintain at its own expense a subscriber management system ("SMS") compliant to the technical specifications set out in ANNEXURE X
- 14.9. The DPO shall maintain accurate, complete and up to date records of every subscriber's details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with subscribers, forms filed by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the Services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all Subscribers ("Subscriber Records"). The DPO shall ensure that it's SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) consecutive preceding years at any point of time.
- 14.10. DPO shall, at the request of MWL, send a report in respect of systems, measures and compliances with this Clause 14, in accordance with the format and medium, electronic and hard copy, as may be specified by MWL from time to time. Such report shall be authenticated by the agencies or vendors providing Conditional Access System (CAS) software and subscriber management / billing system software. It is agreed between the Parties that

neither MWL's acceptance of any such information or payment, nor MWL's inspection or audit of the DPO's records or accounts shall prevent MWL from later disputing the accuracy nor completeness of the same provided, that MWL submits reasons for disputing the same.

- 14.11. The SMS, CAS, billing, IT systems, and all Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and audit by empanelled Auditor(s) (i) at any time during normal business hours during the Term of this Agreement and for three months after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the DPO; and (ii) on 3 (three) calendar days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement.
 - 14.12. The DPO shall give empanelled Auditors any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, empanelled Auditors shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, reasonably required to provide evidence of such breach, and the DPO agrees to extend reasonable co-operation in this regard.
 - 14.13. The scope of such audit conducted by empanelled Auditors in accordance with Clause 14 shall be as set out in ANNEXURE XII. The DPO shall provide full cooperation to the empanelled auditors appointed by MWL to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to DPO's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. DPO shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The DPO shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in Clause 14 herein below. Any breach by or on the part of the DPO about the above covenants shall be construed as material breach of this Agreement.
 - 14.14. DPO shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of MWL Group Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to MWL.
15. Anti-Piracy
- 15.1. 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 system 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 MWL. The DPO shall comply with the Anti-Piracy Requirements set out in Clause VI and VII in ANNEXURE XII and also provide full and complete information for conducting Technical Audit by the auditors, empanelled by the Authority for conducting such

audit, by furnishing details outlined in Clause I, II, III, IV and V of ANNEXURE XII attached herewith.

- 15.2. 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 20 minutes on 24 x 7 x 365(6) basis.
- 15.3. The DPO shall not authorize, cause or suffer any portion of any of the MWL Group Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the DPO at the time these Channels are made available. If the DPO becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the MWL Group Channels for any other purpose, the DPO shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the MWL Group Channels for any other purpose, notify MWL and the DPO shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the DPO shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the DPO and the subscriber. The DPO shall comply with the specifications for Set Top Box, Conditional Access System and Subscriber Management System as set out in ANNEXURE X attached herewith.
- 15.4. If so instructed by Information (as defined below) by MWL, the DPO shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from MWL. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However, the "information" may even be provided by MWL representatives through other means of communications such as telephonic message, fax etc. and the said "information" shall later be confirmed by MWL through e-mail and the DPO shall be under obligation to act upon such information.

16. Reports

- 16.1. The DPO will maintain at its own expense a Subscriber Management System ("SMS") which should be fully integrated with the Conditional Access System ("CAS").
- 16.2. The DPO shall, within seven (7) days from the end of each calendar month, provide, in the format specified in the ANNEXURE VII attached herewith, complete and accurate monthly subscription report of A-la-Carte channels and bouquets of pay MWL Group Channels, to MWL. The Monthly reports to be provided by DPO shall consist of the Monthly subscriber numbers of the A-la-Carte channel(s) or bouquet(s) or DPO package(s) which shall be arrived at, by averaging the number of subscribers subscribing the channels or bouquet, as the case may be, recorded four times in month i.e. on 7th day, 14th day, 21st day and 28th day of each calendar month as more particularly set out in Table-1 and Table-2 of ANNEXURE VII. The number of subscribers to be reported in the monthly report shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. on the aforementioned days of every calendar month.
- 16.3. DPO shall be under a legal obligation to submit the aforementioned subscriber report on a monthly basis separately for each and every area(s)/city it is operating in, as specified in ANNEXURE I. The monthly subscriber report for every month during the Term of this Agreement shall be uploaded by the DPO in the prescribed format on MWL's portal and shall also be submitted in a non-editable PDF format, with read only permission via email to

riosmsreport@MWL within the stipulated timeline. In event if the DPO fails to submit the monthly subscriber reports within seven (7) days from the end of each calendar month, it shall constitute a material breach of this Agreement.

16.4. Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each MWL Group Channel and each package in which a MWL Group Channel is included) and the Subscription Fees payable to MWL and in case the DPO opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the DPO to MWL. Such monthly Reports shall be signed and attested by an officer of the DPO of a rank not less than Head of Operations Department/ Chief Financial Officer/Chief Executive Officer who shall certify that all information in the Report is true and correct and that the number of subscribers reported in the Report has been extracted from the SMS which is the same as reflected in their CAS.

17. Acquired Systems

17.1. If DPO merges with, acquires or is acquired by a competing DPO operating in the Territory (“Competing Platform”) and MWL Group 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 ‘MWL Group 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 MWL 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.

17.2. If DPO merges with, acquires or is acquired by a Competing Platform and the MWL Group 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 MWL, with the platform and competing platform prior to such merger, till a fresh agreement is entered into with MWL for the combined entity.

17.3. 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.

18. Suspension of Rights

18.1. Subject to any applicable laws, MWL shall have the right to suspend delivery of the MWL Group Channels to the DPO after giving 21 days’ notice in terms of the applicable Law, in the event of:

18.1.1. a material breach related to payment of Subscription Fees if the same is not paid by the DPO by the Due Date;

18.1.2. a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or

18.1.3. a material breach related to non-submission of Subscriber Report.

18.1.4. a material breach not related to anti-piracy/ non-payment of Monthly Subscription Fee /non-submission of subscriber report, if such breach is not cured within the initial ten (10) day notice period.

19. Renewal of the Agreement:

- 19.1. The Parties shall start the process for renewal of the agreement at least 60 days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, MWL shall not make available MWL Group channels to the DPO on the expiry of the existing Interconnection Agreement.
- 19.2. Provided further that the DPO shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its Platform:
 - 19.2.1. the date of expiry of this Agreement
 - 19.2.2. the date of disconnection of signals of MWL Group Channels in event of its failure to enter into new Interconnection Agreement.

20. Termination

- 20.1. Either Party has a right to terminate the Agreement by a written notice to the other Party, subject to applicable Law, in the event of:
 - 20.1.1. material breach of the Agreement by the other Party;
 - 20.1.2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
 - 20.1.3. the Digital addressable cable TV system license or any other material license/ permission necessary for the DPO to operate its digital addressable cable TV system service being revoked at any time other than due to the fault of the DPO.
- 20.2. MWL shall have the right to terminate this Agreement:
 - 20.2.1. by a prior written notice of twenty-one (21) days to the DPO, if DPO breaches any of the Anti-Piracy Requirements; or
 - 20.2.2. by a prior written notice of thirty (30) days to the DPO, if MWL discontinues the MWL Group Channels with respect to all distributors in the Territory.
- 20.3. The DPO shall have the right to terminate this Agreement on written notice to MWL if the DPO discontinues its cable business and provides at least ninety (90) days prior written notice.
- 20.4. If the Parties fail to enter into a new agreement prior to the expiry of the Term, then MWL would discontinue the supply of signals to DPO on the date of the expiry of the agreement due to efflux of time.
- 20.5. The procedure for disconnection of signals of the Channels by MWL shall be subject to the provisions contained in the Interconnection Regulations dated 3rd March, 2017 notified by TRAI.
- 20.6. In the event the IRD Box/CAM and or Viewing Card is/are transferred to any other location in breach of this Agreement, the Agreement shall be automatically terminated without prejudice to any other rights of MWL under this Agreement or Law.
- 20.7. MWL shall have the right to disconnect the Channels provided to the DPO at any time by giving a prior written notice of 21 (twenty-one) calendar days, specifying the reasons for such disconnection.
- 20.8. The right of MWL to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to MWL under this Agreement or Law.

21. Effect of Termination

- 21.1. Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except:

- 21.1.1. DPO's obligations to pay the Subscription Fees accrued under this Agreement upon or prior to the expiration or termination of the Agreement; and
- 21.1.2. the indemnity obligations of the Parties; and
- 21.1.3. the confidentiality obligations of the Parties; and
- 21.1.4. such other rights as may accrue to the Parties under applicable laws. In addition, DPO shall forthwith:
- 21.1.5. cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as MWL and its licensors may require;
- 21.1.6. cease to provide or distribute/ transmit the MWL Group Channels to the Subscribers;
- 21.1.7. return to MWL and its licensors any equipment received from MWL.
- 21.1.8. The DPO shall prepare and deliver to MWL a final Subscriber Report relating to any amounts due to MWL forthwith;
- 21.1.9. All Promotional Materials of MWL and/or Confidential Information, which are in the possession of the DPO, its sub-operators or any of their Affiliates or under their control shall be returned to MWL or be otherwise disposed of in accordance with the MWL's directions;
- 21.2. The expiry or termination of the Agreement shall be without prejudice to any rights which have already accrued to either Party under the Agreement prior to the date of expiry or termination.
- 21.3. The Parties shall immediately cease to make any representations that they are associated with each other in the Area.
- 21.4. Termination of the Agreement shall not absolve the DPO of its obligations and stipulations under the Agreement.
- 21.5. The provisions of Clauses 24, 26-35 shall survive the termination of this Agreement.

22. Intellectual Property

- 22.1. MWL and its licensors shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in the channels. The DPO agrees and undertakes to distribute the channels in their entirety in the same manner as such channels are delivered by MWL, without any cutting, editing, dubbing, scrolling or ticker tape, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, blacking out, substituting or any other modification, alteration, addition, deletion or variation, substituting or any other modification, alteration, addition, deletion, variation or other interference or interruption in any manner.
- 22.2. The DPO shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The DPO acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the Service) are and shall remain the exclusive property of MWL and its licensor(s), as applicable. The DPO has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. MWL shall have the sole discretion to approve the use of such Channel Marks by the DPO with respect to the programmes included in the Channels. The DPO shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by MWL or its programme suppliers/licensor(s) and disclosed to DPO by MWL for the purpose of this Agreement. MWL acknowledges and agrees that the DPO shall have the right to use the Channel Marks to promote the Channel(s)

through programme guide, programme listing, internet website and for the purpose of displaying the electronic program guide if any.

22.3. All rights to the Channels and its contents are specifically reserved to MWL and its licensors, as appropriate, and may be freely exercised and exploited by them by any means, any locations and in any manner whatsoever.

22.4. Notwithstanding anything contained in this Agreement, the DPO agrees that MWL, its parent, successors, assigns or any entity that owns or controls MWL, directly or indirectly during the Term hereof or for any extension, may re-name and/or re-brand the Channels in its sole discretion.

23. Representations and Warranties

23.1. Each Party represents and warrants to the other Party that:

23.1.1. each of them is a duly incorporated and is a validly existing company/legal entity under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement;

23.1.2. upon execution hereof, this Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;

23.1.3. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement.

23.2. The DPO undertakes, represents and warrants to MWL that:

23.2.1. the DPO has always conducted its business in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the DPO to operate the Distribution System within the Authorised Area. The registration or license to operate the Distribution System within the Authorised Area and all other necessary supporting documents, including licenses or registrations of all sub-operators are valid and shall continue to remain valid during the Term of this Agreement. The DPO confirms that it shall abide by the Cable TV Act, and Interconnection Regulation(s)/Tariff Order(s) and shall duly inform MWL in the event of any changes or termination in its registrations or in the event of a change in names and addresses of sub-operators working under the DPO within 10 (ten) calendar days of such change. Any failure on the part of the DPO to inform MWL in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement;

23.2.2. the DPO has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the DPO being revoked, varied, cancelled, suspended or not renewed.

23.2.3. the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The DPO shall not generate or retransmit any unencrypted signals or feeds from its Head End;

- 23.2.4. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of MWL and shall not remove/shift any equipment used to avail of the Services from the address referred to in ANNEXURE XI, without the prior written consent of MWL;
- 23.2.5. it shall not shift, remove, modify, misuse or tamper with the equipment used to avail of the Services including the paper seal to prevent opening of the equipment or any signals emanating there from, in a manner that prevents the identification of the equipment number or interferes with the signals emanating there from;
- 23.2.6. it shall not distribute the Channels other than by itself or through sub-operators identified in ANNEXURE XI hereto or otherwise deal with the Channels except as expressly authorized under this Agreement. It is hereby clarified that the DPO shall offer the Channel(s) to its subscribers either on A-la-carte or within and as part of Subscriber Package;
- 23.2.7. it shall not distribute the Channels (i) outside the Authorised Area; (ii) to any other Person other than the Subscriber in a manner specified in the Agreement;
- 23.2.8. it has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently to enable the DPO to discharge all its obligations under this Agreement. The DPO further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;
- 23.2.9. all information provided by the DPO to MWL in connection with this Agreement has been provided in good faith. All information which has been provided by the DPO to MWL in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.
- 23.2.10. the DPO has not received any petition for, and no order has been made or a resolution been passed for the winding up of the DPO or for the appointment of any provisional liquidator or administrator over any or all the assets of the DPO or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the DPO and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the DPO.
- 23.2.11. there are no legal proceedings pending against the DPO which would materially affect the ability of the DPO to perform its obligations under this Agreement.
- 23.2.12. The provisions of this Clause 23(II) shall also apply to sub-operators and Affiliates of the DPO who are distributing the Channels through the Distribution System in the Area. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle MWL to terminate this Agreement. The rights of MWL under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.
- 23.2.13. Except as expressly set out in this agreement and to the maximum extent permitted by Law, the Channels are provided by MWL on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to quality, merchantability, fitness for purpose or non-infringement or that the services will be error free or uninterrupted.
- 23.2.14. The DPO further represents and warrants that:

- 23.2.14.1. all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s);
- 23.2.14.2. that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this agreement. The DPO further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the agreement and based on their opinion has accepted that this agreement is suitable and appropriate for the DPO.
- 23.2.14.3. it has agreed to all terms and conditions of this agreement after due discussion with MWL. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, then the Agreement shall be construed as if drafted jointly by both the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement.

24. Regulatory Intervention

- 24.1. In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder, such amendment to take effect from the date of such change. If the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

25. Indemnity and Limitation of Liability

- 25.1. The DPO shall without any limitations as to time period or amounts keep and hold MWL and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the DPO, or actual or alleged breach of any terms of this Agreement by the DPO (including but not limited to breach of any representation and warranty provided by the DPO to MWL).
- 25.2. It is expressly understood and agreed between the Parties that MWL shall have no liability or obligation whatsoever under this Agreement, towards the DPO, the Subscribers or any other person or Governmental Authority, arising from and/or in respect of:
 - 25.2.1. any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow MWL's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by MWL, in which event MWL shall not be under any obligation to provide DPO with any other Equipment;
 - 25.2.2. any inaction, default or on the part of the DPO, its distributor or installer;

- 25.2.3. any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of MWL;
- 25.2.4. deactivation, disconnection, interruption of the MWL Group Channels or termination of this Agreement by MWL in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of the non-payment of Subscription Fee by the DPO or on account of any other breach of this Agreement by the DPO); or
- 25.2.5. failure on the part of the DPO to maintain the licenses and approvals required under applicable Law;
- 25.3. The DPO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the DPO or the operator or sub-operator shall entitle the Subscriber to receive the MWL Group Channels from MWL or create any direct relationship between the Subscriber and MWL.
- 25.4. MWL shall not be liable to the DPO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.
- 25.5. Without prejudice to the foregoing, the maximum aggregate liability of MWL for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fees under this Agreement paid by the DPO to MWL.

26. Compliance with Laws

- 26.1. The DPO, its sub-operators and their respective affiliates shall always ensure that their employee(s), directors(s), personnel adhere to all applicable laws, including but not limited to the anti-corruption and anti-bribery laws, provisions of the Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002. The DPO, its sub-operators and their respective affiliates further agree that the DPO, its sub-operators and their respective affiliates, as the case may be, and any person working on their behalf in connection with the services or this agreement shall not make any payment or transfer anything of value, directly or indirectly to: any governmental official or employee (including employees of government-owned and government-controlled corporations and public international organizations); any political party, official of a political party, or candidate for public office; any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official; any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with MWL's affairs; any person selling a competing product in order to eliminate or restrict competition, including, but not limited to, agreements to divide the market; or any other person or entity; if such payment or transfer would violate the applicable law of the country.

27. Confidentiality

- 27.1. Subject to Clause 27 (III) the parties agree to keep all confidential information including without limitation, data pertaining to the business of the other party, details of the other

party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other party strictly confidential always.

27.2. 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.

27.3. Notwithstanding the provisions contained in Clause 27.1 and 27.2, either Party may disclose Confidential Information:

27.3.1. if and to the extent necessary to be disclosed under the applicable Law or by any Governmental Authority to whose jurisdiction the Party is subject;

27.3.2. in so far as it is required to be disclosed to Affiliates, the employees, directors or professional advisers of any Party, provided that any such disclosure is on a need-to-know basis and the disclosing Party shall procure that the persons to whom it is disclosed in terms of this provision treat such information as confidential;

27.3.3. if and to the extent the Confidential Information has come into the public domain, otherwise than as a direct or indirect consequence of any breach of the terms and conditions of this Agreement and through no fault of that Party; or

27.3.4. if and to the extent all the other Parties have given prior written consent to the disclosure of such Confidential Information.

28. Specific Performance

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

29. Guarantee

29.1. The DPO shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this agreement and perform their obligations hereunder. The DPO guarantees the performance of the obligations of its affiliates, sub-operators and their affiliates under the terms of this agreement. Any breach or default of this clause will make the DPO liable for any such non-compliance and penal action thereto.

30. Agency

30.1. Neither the DPO nor MWL shall be or hold itself out as the agent of the other under this Agreement except with the express written consent of the other. No sub-operators or subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with MWL by this Agreement or by MWL's delivery of the services to the DPO.

31. Waiver

31.1. No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any

Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

32. Force Majeure

32.1. Failure on the part of the DPO or MWL 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 shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the authorities or revocation of registration of the Parties any circumstances beyond the reasonable 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. If the conditions of Force Majeure to continue for a period exceeding one (1) month, the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either Party to the other, on expiry of one (1) month from the date of such notice.

32.2. Any accrued payment obligation of the DPO prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

33. Assignment

33.1. The DPO shall not have the right without the prior written consent of MWL, to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. MWL may assign or transfer its rights or obligations under the Agreement to any party without consent or approval of DPO.

34. Notices

34.1. Any Notice provided for in this Agreement shall be in writing and shall be

34.1.1. First transmitted by Email or facsimile transmission, and then confirmed by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognised Courier Service; or

34.1.2. Sent by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognized Courier Service:

34.1.3. The above provisions shall mutatis mutandis apply to delivery of invoice or to any other communication under this Agreement

34.1.4. In the case of notices to MWL: Mr. Mahesh Pawar, Media Worldwide Limited, 5th Floor, Techweb Centre, Link Road, Oshiwara, Mumbai – 400 102. Email: mahesh@mediaworldwide.in

34.1.5. In the case of notices to the DPO:

35. Severability

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

36. Jurisdiction

36.1. Disputes or differences arising between the parties as to the effect, validity or interpretation of this Agreement or to their Rights, duties or liabilities arising out of this Agreement, the Governing law shall be the Indian Law and Telecom Disputes Settlement and Appellate Tribunal (TDSAT) shall have exclusive jurisdiction. Further, in case of dishonour of cheque(s), the parties agree that the Mumbai courts only shall have the exclusive jurisdiction to try cases under section 138 of the Negotiable Instruments Act, 1881.

36.2. Designated person for receiving the request for Interconnection and/or Expansion of Territory from the DPO and their grievance redressal pertaining to this Agreement: _____

37. MWL has designated the following persons for receiving the request for interconnection and/or expansion of Territory from the DPO and their grievance redressal pertaining to this Agreement:

Mahesh Pawar, mahesh@mediaworldwide.in

38. Entire Understanding Between Parties

38.1. This Interconnection Agreement read along with the ANNEXURE I TO ANNEXURE XII of this Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersede any prior agreements, writings, understandings or communications in this connection. The Parties agree that the terms contained herein are fair and reasonable. This Interconnection Agreement read along with the ANNEXURE I TO ANNEXURE XII of this Agreement shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable Law.

39. Interpretation

39.1. In this Agreement, unless the context otherwise requires:

39.1.1. 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;

39.1.2. The word "person" shall include individuals, corporations, partnerships, association of persons and any other entities;

39.1.3. 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;

39.1.4. References to a "month" are to a calendar month;

39.1.5. 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.

39.1.6. 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.

40. Special Overriding Condition

40.1. Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to broadcaster's challenge / right to challenge / impugn certain provisions of TRAI's notifications dated March 3, 2017, as amended. MWL reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI's notifications dated March 3, 2017, as amended.

IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

For and on behalf of MWL,	For and on behalf of DPO,
Name: -Mr. Mahesh Pawar	Name:
Designation:-Head-Accounts & Finance	Designation:-

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:

ANNEXURE I

TERRITORY

(PART A)

Registered Area: - **PAN INDIA**

(PART B)

Authorised Area:

No.	Headend Address	City* / Area	State / UT

*Note: City shall mean the municipal limit of that particular city.

ANNEXURE II

A-LA-CARTE MWL GROUP CHANNELS ALONG WITH MRP

DPO is desirous of availing MWL Group Channels on A-la-Carte Basis (Yes / No): _____

List of MWL Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Channel Name	Type	Languages	Genre	MRP	Availed
WOMAN	Pay SD	English	General Entertainment Channel	3.00	

Total Count of MWL Group Channel Availed on A-la-Carte Basis: _____

Note:

1. The MRP mentioned for the ala carte channel(s) are per “subscriber” per month.
2. MWL reserves its rights, subject to applicable Regulations, to revise the maximum retail price of MWL Group Channel payable per Subscriber per month mentioned herein above. Upon such revision DPO agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the effective date of such revision.
3. Inflation related hike / increase in the Rates notified by TRAI by way of Tariff Order or otherwise would become automatically applicable to the above rates with effect from the date of such notification and the DPO would be liable to pay the increased Subscription Fee from the notification date.
4. “Subscriber” for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box (“STB”), which is availing the MWL Channels.
5. MRP of MWL Group Channels offered on A-La-Carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc.

ANNEXURE III

BOUQUET OF PAY MWL GROUP CHANNELS ALONG WITH MRP

MWL is not offering any Bouquet as of now, and therefore no MRP is available.

ANNEXURE IV

INCENTIVE SCHEME ON MRP OF A-LA-CARTE MWL GROUP CHANNELS

MWL is offering the following incentives on the MRP of A-la-Carte Channels set out in this ANNEXURE IV subject to DPO fulfilling the conditions as set out in this ANNEXURE IV and the timely payment conditions as set out in ANNEXURE VI:

DPO is desirous of availing the Incentive Scheme on MRP of A-la-Carte MWL Group Channels: **YES** (Yes / No)

Incentive Parameters for Incentive on MRP of A-la-Carte Channel:

The following is the parameter to be fulfilled by the DPO to be eligible to avail the applicable discount under the Incentive Scheme on MRP of A-la-Carte Channel.

Incentive Parameters	Incentive %	Availed (Yes / No)
Distribution Fee	20%	Yes
LCN Incentive	15%	

LCN Incentive:

LCN Incentive shall mean the incentive based on the logical channel number and making the MWL channel available in the DPO package. LCN within specified genre (as listed in Table A below), in which any of the MWL Group Channels are placed by the DPO on the Platform, within the specified genre and language of all MWL Group Channels as contained in electronic program guide (EPG) system as set out below ("LCN Incentive")

Channel	LCN
WOMAN	Top 5 in the Entertainment Channel genre in SD

Notes:

1. In the event that the DPO, for any reason whatsoever, fails to place any of the Channel(s) as per the defined Slabs in LCN Incentive Table above, during any day of the month and DPO is not able to restore the channels in the defined Slabs within 3 days from the date of receipt of intimation from MWL ("Cure Period"), then the LCN Incentive for such channels will be withdrawn for that particular month.
2. To be eligible for the Incentives, the DPO shall provide MWL along with the Subscriber Reports referred to in this Agreement, the LCN Report in the format set out in ANNEXURE VII to this Agreement ("LCN Report").
3. Subscriber Records, Access and Audit: MWL (through the empanelled auditor) shall during the Audit referred to in Clause 14 of this Agreement, be entitled to access the Records, SMS, CAS and related systems of the DPO to determine the correctness of the LCN Report referred to in Clause 4 of this ANNEXURE IV above.
4. Subscription Fee: Subscription Fee shall be calculated in the manner set out in ANNEXURE VI of this Agreement. The Incentive on MRP of A-la-Carte Channel applicable to an DPO shall be as per the applicable slabs set out in Table B for which the DPO has qualified ("Incentive") and the MRP of A-la-Carte Channel specified in ANNEXURE II shall be reduced to the extent of the Incentive.
5. MWL is offering the Incentive Scheme on MRP of A-la-Carte Channel as detailed in ANNEXURE IV.

6. All the above-mentioned schemes are governed by the conditions detailed in the respective Annexures as mentioned above and are self-contained and mutually exclusive. It is clarified that save as provided in the respective Incentive Schemes, the provisions of Incentive Scheme on MRP of A-la-Carte MWL Group Channels cannot be combined with the provisions of the Incentive Scheme MRP of Bouquet of Pay MWL Group Channels for the same MWL Group Channel.
7. Even after the DPO avails the Incentive Scheme, the conditions of timely payment mentioned in Payment terms must be met with. Failure to meet the payment conditions mentioned shall forfeit the Incentive for the respective month.
8. MWL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of any of the Incentive Schemes at its sole discretion. In addition, MWL at sole discretion may amend the Incentive Scheme(s) in the event, during the Term, (i) MWL launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by MWL and/ or its current or future subsidiaries, and in such an event MWL shall have the right to withdraw and/ or modify this Annexure and/ or the Incentives set out herein in its sole discretion.

ANNEXURE V

INCENTIVE SCHEME ON MRP OF BOUQUET OF PAY MWL GROUP CHANNELS

MWL is not offering any Bouquet as of now, and therefore no incentive schemes are applicable.

ANNEXURE VI

CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS

1. Subscription Fee:
 - a. ("MWL's share of MRP" will be equal to the "MRP of A-la-Carte / Bouquet of Pay MWL Group Channel(s)" per month less "Distribution Fee" less "Incentive" as per the parameters under the Incentive Scheme, applicable if any.
 - b. For each month or part thereof during the Term of the agreement, the DPO shall pay to MWL, "Subscription Fee" to be calculated as MWL's Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet as applicable reported by the DPO for the respective month.
 - c. The Maximum Retail Price (MRP) per subscriber per month of MWL Group Channels availed on A-la-Carte basis is set out in ANNEXURE II and the MRP of Bouquet of pay MWL Group Channels is set out in ANNEXURE III to this Agreement. The MRP mentioned in the ANNEXURE II & ANNEXURE III to this Agreement, as referred to above, are exclusive of all taxes and levies.
 - d. The "Monthly Average Active Subscriber Level" for each channel or bouquet shall be equal to the average of the number of active subscribers subscribing that A-la-Carte channel or bouquet, as the case may be, recorded four times in a month, as provided in Table – 1 and Table – 2 of ANNEXURE VII respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs to 23:00 Hrs. on the designated days.
 - e. For the purpose of calculation of the Subscription Fee payable "Subscriber" means, for any calendar month, each Set Top Box, which is availing the MWL Group Channel(s) and/or bouquet of MWL Group Channels through the DPO.

2. Calculation of Subscription Fee:

a. Calculation of Monthly Subscription Fee where DPO does not avail any Incentive Scheme: In case DPO avails one or more or all MWL Group SD Channels on A-la-Carte basis:

i. If the DPO is providing the channels on A-la-Carte basis to its subscribers, the Monthly Subscription Fee for such A-la-Carte channel(s) shall be equal to the “MWL’s Share of MRP” of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the DPO for that month for that particular MWL Group Channel(s).

Illustration:

If DPO has opted for WOMAN on A-la-Carte Basis and the Monthly Average Active Subscriber Level for the respective month reported by the DPO is 10,000 subscribers for WOMAN, then the Subscription Fee payable by the DPO for that particular month for WOMAN will be calculated as:

Channel Name	WOMAN
MRP of WOMAN	3.00
Less: Distribution Fee (20% of MRP)	0.60
MWL’s Share of MRP	2.40
Monthly Average Active Subscriber Level for WOMAN reported by DPO	10,000
Monthly Subscription Fee Rs.	24,000.00

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

ii. If the DPO does not offer such opted A-la-Carte channel(s) on A-la-Carte basis to its subscriber but offers the A-la-Carte channel(s) in packages of the DPO, then the Subscription Fee for each of the A-la-Carte channels availed by DPO, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte channel has been placed multiplied by “MWL’s Share of MRP” of each channel(s)

Illustration:

If DPO has opted for WOMAN on A-la-Carte basis and has placed WOMAN in package “X” of the DPO. The Monthly Average Active Subscriber Level for the respective month reported by the DPO is 10,000 subscribers for package X, then the Subscription Fee payable by the DPO for that respective month for WOMAN will be calculated as:

Channel Name	WOMAN SD
MRP of WOMAN	3.00
Less: Distribution Fee (20% of MRP)	0.60

MWL's Share of MRP	2.40
Monthly Average Active Subscriber Level for WOMAN reported by DPO	10,000
Monthly Subscription Fee Rs.	24,000.00

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

- b. In case the DPO operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the DPO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the DPO to MWL in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by DPO that any other Independent Affiliate taken over by DPO during the term of this Agreement shall be treated as JVs and DPO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.
- c. Payment of the Subscription Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.
- d. In the event the DPO fails to pay the Subscription Fee and/ or, upon expiry of, or termination of the Agreement, MWL shall be entitled to take back the possession of the Equipment from the DPO, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the DPO, the IRD Deposit shall be refunded to the DPO. In the event, the DPO fails to return the Equipment to MWL, the DPO shall be liable to pay a sum of Rs.1,000/- per day per IRD to MWL 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 MWL such charges as may be determined by MWL. MWL shall be authorized to deduct the cost of damages from the IRD Deposit.
- e. All payments from the DPO to MWL under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of MEDIA WORLDWIDE LIMITED– A/c MWL Channels payable at its head office or any other place that may be specified by MWL in writing from time to time; or (ii) electronic wire transfer into MWL's Bank Account, accompanied by documentary evidence certified by the DPO's bank that the payment has been transferred to MWL's Bank Account.
3. Payment Terms
- a. For each month during the Term of this Agreement, MWL shall issue an invoice for Subscription Fee on or before 10th day of the immediately succeeding month, based on the monthly subscription report submitted by DPO, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by DPO along with the due date of payment. DPO shall be liable to make payment for Subscription Fee as per the monthly invoice raised by MWL within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the DPO (Due Date) without any deduction except deduction of withholding tax/ TDS as provided in this Agreement. For e.g. Invoice for Subscription Fee for the month of November 2017 shall

- be issued by MWL on or before 10thDecember, 2017 and the payment for such invoice shall be made by the DPO on or before 25thDecember 2017 (Due Date).
- b. Within seven days of end of each month, the DPO shall provide the subscriber report stating the number of subscribers along with the other reports for that month in the format(s) set - out in ANNEXUREVII attached herewith, based on which MWL shall raise an invoice on the DPO.
 - c. In case the DPO fails to send the report within the said period of seven days from the end of each calendar month, MWL shall have the right to raise a provisional invoice (“Provisional Invoice”) for an amount increased by ten percent (10%) of the “Subscription Fee” payable by the DPO to MWL for the immediately preceding month, and the DPO shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.
 - d. Notwithstanding anything contained in this Agreement, if the DPO fails to make payment on the Due Date, any Incentives that are availed by the DPO as per the Incentive Scheme shall be reversed and not applicable.
 - e. The Parties will carry out reconciliation, between the Provisional Invoice raised by MWL and the monthly subscription reports sent by the DPO, within three (3) months from the date of issue of Provisional Invoice.
 - f. In case of default by the DPO on account of non-submission of Reports, it shall be deemed to be a material breach and entitle MWL to initiate appropriate steps for disconnection of signals of MWL Group Channel(s) and / or termination of this Agreement for material breach of this Agreement. In such an event MWL shall have an option to levy an additional charge for said material breach whereby the DPO shall be liable to pay to MWL an amount equivalent to previous three months’ invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report.
 - g. The DPO shall be required to make payments with 15 days of the receipt of invoice/provisional invoice (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 and MWL be entitled to switch of the signals of MWL Group Channels to entire network of the DPO. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5%. “Default Interest Rate” 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 MWL shall retain all of its other rights and remedies under the Agreement.
 - h. DPO shall make the payment of Subscription Fee irrespective of DPO’s collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the DPO shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.
 - i. DPO shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the DPO and/or its affiliates, JVs, etc. from MWL, its affiliated companies (including any subsidiary and or associate entities of MWL), channel owners.
 - j. All payments of Subscription Fee hereunder are exclusive of all applicable taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes, GST and other such taxes. All such applicable taxes shall be at DPO’s cost and will be charged at the prevailing rates by MWL to the DPO.

- k. 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 MWL within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.
- l. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, incentive parameters etc. arising out of the agreement, the DPO shall continue to make the payment of Subscription Fee at per the provision of Clause 9 read along with this ANNEXURE VI of this Agreement till such time the dispute is resolved. Appropriate adjustment in this regard shall be made by the respective parties on final adjudication of the dispute.

ANNEXURE VII

REPORT FORMAT

Report Format in the event DPO does not avail any of the Incentive Scheme(For each DAS Notified City to be submitted separately):

Monthly Average Active Subscriber Level of a MWL Group Channels or bouquet shall be arrived at by averaging the number of subscribers subscribing MWL Group Channel or bouquets, as the case may be, recorded four times in a month, as provided in Table -1 and Table – 2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. of the day.

Reported Month: _____ City: _____ Year: _____

Table – 1 Monthly subscription for A-la-Carte Channels

No.	MWL Channel	DPO Package Name / Add-on Name / A-la-Carte	Number of Subscribers on MWL Channel on 7 th day of the month (A)	Number of Subscribers on MWL Channel on 14 th day of the month (B)	Number of Subscribers on MWL Channel on 21 th day of the month (C)	Number of Subscribers on MWL Channel on 28 th day of the month (D)	Monthly Average Active Subscribers of the MWL Channel ((A+B+C+D)/4)
1							

Note: Above information is required for all packages and Add-ons offered by DPO in which respective MWL Group Channel(s) is offered by the DPO and also for MWL Group Channels offered by DPO on A-la-Carte Basis.

Note:

1. Above information is required for all packages and Add-on offered by DPO in which respective MWL Group Channel(s) is offered by the DPO.

2. DPO Package Name and Add-on name not applicable in case subscriber has opted for Bouquet of Pay MWL Group Channels.
3. City wise report is required to be furnished by the DPO for its operational areas.
4. Each set top box, located at a place indicated by the subscriber for receiving the signals of MWL Group Channels from the DPO, shall constitute one subscriber.
5. The reports shall be generated in non-editable PDF format, with read only permissions.

Additional Reports to be submitted by DPO in the event it avails the Incentive Scheme on MRP of A-la-Carte Channels:

No.	MWL Channel	LCN	LCN Rank	Package Name*

*Include all packages as offered by DPO which includes any pay channel of any broadcaster.

ANNEXURE VIII

DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER

(ON THE CAS PROVIDER COMPANY'S LETTER HEAD)

TO WHODPOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered office at _____ and having its DAS headend at _____ has installed Conditional Access System (CAS) of our company for its digital cable network.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____, NETWORK ID: _____

With respect to the CAS installed at above mentioned headend and in terms of Schedule III of the Interconnection Regulations dated 3rd March, 2017, 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 hacked at any point of time.
3. The CAS is currently in use by other pay TV services providers including Multi System Operators (DPOs).
4. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package provided by the DPO to its end subscribers.
5. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.
6. This CAS installed is independently capable of generating log of all activations and deactivations.
7. 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's or the STB's cannot be redeployed.
8. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.
9. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/ Subscriber Package introduced and made available by the Multi System Operator to its last mile subscribers.

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

Thanking you,

For (CAS company name)

(Signature)

Name: _____

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

Company seal:

ANNEXURE IX

DECLARATION TO BE OBTAINED FROM SMS PROVIDER

(ON SMS PROVIDER COMPANY'S LETTER HEAD)

TO WHODPOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered Office at _____ and having its DAS headend at _____ has installed SMS of our Company for its digital cable network _____

Date of SMS Installation: _____ SMS Version: _____

With respect to the SMS installed at above mentioned headend and in terms of Schedule III of the Interconnection Regulations dated 3rd March, 2017, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including Multi System Operators (DPOs).
2. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
3. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package which is or will be provided by the DPO.
4. 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's or the STB's cannot be redeployed.
5. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.
6. This installed SMS is independently capable of generating log of all activations and deactivations.
7. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every channel provided by the DPO.

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

Thanking you,

For (SMS company name)

(Signature)

Name: _____

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

Company seal:

ANNEXURE X

SPECIFICATIONS FOR SET TOP BOXES (STBs), CONDITIONAL ACCESS SYSTEM (CAS) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

A. STB Requirements:

- a. All the STBs should have embedded Conditional Access.
- b. The STB should be capable of decrypting the Conditional Access messages inserted by the Headend.
- c. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- d. The STB should be individually addressable from the Headend.
- e. The STB should be able to receive the messages from the Headend.
- f. The messaging character length should be minimal 120 characters.
- g. There should be provision for the global messaging, group messaging and the individual STB messaging.
- h. The STB should have forced messaging capability including forced finger printing display.
- i. The STB must be compliant to the applicable Bureau of Indian Standards.
- j. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- k. The STB should have network lock feature and its should not work on any other network feed.
- l. The STBs with facilities for recording the programs shall have a copy protection system.
- m. The STBs should have following I/O protection systems:
 - 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.
- n. The STBs with PVR/USB recording option should have following capability:
- v. Capability to record live Fingerprinting, forced message and watermarking logo along with content.
- vi. During playout live Finger printing & forced message should flash on screen. c Recorded content should get disable on deactivated STB.
- o. DPO should not give access or configure LCN/Transport stream to insert local channel in field/at LCO end.

B. Fingerprinting Requirements:

- a. DPO shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals and it should be able to trigger finger printing within 30 minutes on request from Broadcasters.
- b. The STB should support both visible and covert types of finger printing.
- c. The finger printing should not be removable by pressing any key on the remote of STB.
- d. The Finger printing should be on the top most layer of the video.
- e. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- f. The Finger printing should appear on all the screens of the STB in all scenarios, such as menu, EPG, Settings, blank screen, and games etc.
- g. The location, font colour, size and background of finger printing should be changeable from head end and should be random on the viewing device.

- h. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
- i. The Finger printing should be possible on global as well as on the individual STB basis.
- j. The overt finger printing should be displayed by the DPO/ LCO without any alteration with regards to the time, location, duration and frequency.
- k. Scroll messaging should be only available in the lower part of the screen and to be available at STB & CAS end.
- l. The STB should have a provision that finger printing is never disabled.
- m. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

C. Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements:

- a. The DPO shall ensure that current version of the conditional access system (CAS), in use, should not have any history of hacking. Explanation: A written declaration available with the DPO from the CAS vendor, in this regard, shall be construed as compliance of this requirement. All CAS, SMS and DHE vendors should get their product and versions certified by Govt. agency authorized by TRAI or MIB. Any customization done at the DPO end should be specifically Noted
- b. The SMS shall be independently capable of generating, recording, and maintaining logs in editable format since inception with date and time stamp of log generation, for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands. All these commands should be in a format which is readable and should have required parameters/elements which can be analysed to drive channel-wise count.
- c. The DPO should provide declaration document should contain inter-Alia:
 - i. Full Detail of Network Diagram including the location of Headend, Muxes and Encryption System including the insertion points of CAS.
 - ii. Details of CAS system having inter-alia:
 1. Locations/ Networks where deployed, and hacking history.
 2. Antipiracy features of CAS.
- d. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
- e. The DPO shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
- f. The SMS and CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CAS should be independently capable of generating log of all activations and deactivations. Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
- g. The DPO shall validate that the CAS has capability to upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
- h. The SMS & CAS should have provision to extract all different reports from front end and back end of systems.
- i. The fingerprinting should not get invalidated by use of any device or software.
- j. The CAS system should be able to disable piracy software (to mask/remove FP, remove OSD layer and EMM).

- k. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the DPO within 24 hours.
- l. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
- m. STB should be paired with viewing card on chip set level, and viewing cards should not be portable. There should be hardware protection so that Control words cannot be extracted from any point in the STB.
- n. The SMS & CAS should be capable of individually addressing subscribers for the purpose of generating the reports, on a channel by channel and STB by STB basis.
- o. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - iii. Unique Customer Identification (ID)
 - iv. Subscription Contract number
 - v. Name of the subscriber
 - vi. Billing Address
 - vii. Installation Address
 - viii. Landline no
 - ix. Mobile No
 - x. Email id
 - xi. Channel, Bouquets and Service/ Package subscribed to
 - xii. Unique STB No
 - xiii. Unique VC No
- p. The SMS should be able to undertake the:
 - xiv. Viewing and printing historical data in terms of the activations, deactivations of STBs etc.
 - xv. Location of each and every set top box/ VC unit
 - xvi. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscribers.
- q. The SMS should be capable of giving the reporting at any desired time about:
 - xvii. The total number of subscribers authorized
 - xviii. The total number of active subscribers on the network
 - xix. The total number of temporary suspended subscribers
 - xx. The total number of deactivated subscribers
 - xxi. List of blacklisted STBs in the system
 - xxii. Channel and bouquet wise monthly subscription report in the prescribed format
 - xxiii. The name of channels forming part of each bouquet
 - xxiv. The total number of active subscribers subscribing to a particular channel or bouquet or service at a given time.
 - xxv. The details of a-la-carte channel and bouquet opted by subscriber
 - xxvi. The ageing report for subscription of a particular channel or bouquet.
 - xxvii. The package wise subscriber numbers.
 - xxviii. The history of all the above-mentioned data for the period of the last 2 years
- r. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.

- s. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
- t. It shall be possible to generate the following reports from the logs of the CAS:
 - xxix. STB-VC Pairing / De-Pairing
 - xxx. STB Activation / De-activation
 - xxxi. Channels Assignment to STB
 - xxxii. Report of the activations or the deactivations of a particular channel for a given period.
 - xxxiii. Channel wise/service wise active and de-active detail with STB/VC and date/time stamp.
 - xxxiv. Package channel composition detail with creation, modification and discontinue date.
 - xxxv. Linkage of all SIDs (service id of channels) created in CAS with SMS and packages.
 - xxxvi. List of blacklisted STBs in the system.
- u. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
- v. The DPO shall ensure that the CAS & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- w. The SMS & CAS should have date and time in sync and in same format. In case time zone for CAS and SMS is different than it should be captured clearly at the time of applying for signals.
- x. The DPO shall declare the details of the CAS and the SMS deployed for distribution of MWL Group Channels. In case of deployment of any additional CAS/ SMS, the same should be notified to MWL by the DPO.
- y. Upon deactivation of any subscriber from the SMS, all programme / services shall be denied to that subscriber.
- z. The DPO shall preserve unedited data of the CAS and the SMS for at least two years.

ANNEXURE XI

DETAILS OF LICENSE AND VC CARD NUMBERS

- A. DETAILS OF CERTIFICATE / REGISTRATION ISSUED BY MINISTRY OF INFORMATION AND BROADCASTING TO OPERATE IN DAS AREA UNDER THE CABLE TELEVISION NETWORKS (REGULATION) ACT, 1995, AS AMENDED

Address (as on DAS License) –

Address of location of CAS & SMS -

- B. DETAILS OF VIEWING CARD & QAM NUMBER:

No.	MWL Channel	Viewing Card (VC) No.	QAM Module Number

- C. Address for locating equipment (IRDs& Smart Cards, CAM), provide multiple if multiple locations:

Tel. No.: _____ Mobile No. _____

Fax No.: _____ E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

Technical Person: _____

Designation of Technical Person: _____

- D. All sub-operators and cable operators of the DPO as on the effective date of the Agreement through whom the Subscribers shall receive the Service during the term of the Agreement is as follows:

No.	Affiliate (if applicable)	Sub-Operator	Address & Contact Details	Area	Subscriber base

ANNEXURE XII

SCOPE OF AUDIT

1. Head End Audit DPO should provide Complete Accurate Schematic Diagram of their HeadEnd, Earth Stations, Systems and Processes for Audit and Auditing Purpose.
 - a. 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.
 - b. All TS from MUX should be encrypted for the territory.
 - c. DPO to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
 - d. CAS Audit: DPO to provide all below information correctly: Make & version of CAS installed at Head End.
 - e. CA system certificate to be provided by DPO.
 - f. CAS version installed should not have any history of hacking, certificate from CAS vendor required.
 - g. CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
 - h. CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.
 - i. STB's & cards to be uniquely paired from DPO before distributing box down the line.
 - j. 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 MWL by means of a fresh undertaking.
 - k. Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by DPO. CAS vendor required to certified reconciliation of data.
 - l. No activation / deactivation from direct CAS system, it must be routed via SMS client only.
 - m. DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
 - n. CA system should have the capability of providing history of all actions taken for last 2 years.
2. SMS Audit:
 - a. All product authorization must be from SMS only.
 - b. SMS and CAS should be fully integrated.
 - c. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - i. Unique Customer Id
 - ii. Subscription Contract number
 - iii. Name of the subscriber
 - iv. Billing Address
 - v. Installation Address
 - vi. Landline telephone number
 - vii. Mobile telephone number
 - viii. Email id
 - ix. A – la carte Channels or Bouquet / Subscriber Packagesubscribed to
 - x. Unique STB Number
 - xi. Unique VC Number

- d. The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
 - e. Location of each and every set top box VC unit
 - f. The SMS should be capable of giving the reporting at any desired time about:
 - xii. The total no subscribers authorized
 - xiii. The total no of subscribers on the network
 - xiv. The total no of subscribers subscribing to a particular service at any particular date.
 - xv. The details of channels opted by subscriber on A-la-carte basis.
 - xvi. The Bouquet / Subscriber Package wise details of the channels in the Bouquet / Subscriber Package.
 - xvii. The Bouquet / Subscriber Package wise subscriber numbers.
 - xviii. The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
 - xix. The history of all the above-mentioned data for the period of the last 2 years
3. Following parameter should be validated during the audit:
- a. Review Complete Network Diagram
 - b. Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
 - c. 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
 - d. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.
 - e. Review whether Live diagram / fibre details of network are captured in SMS system
 - f. To check if DPO specific coding / ID is available for Finger Printing
 - g. Confirm whether watermarking network logo for all pay channels are inserted at encoder end only
 - h. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
 - i. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber:
 - i. Unique Subscriber ID
 - ii. Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - iii. Hardware details
 - j. Review the subscriber's activation/ de-activation history in the SMS system
 - k. Validate if the SMS is integrated with CAS.
 - l. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
 - m. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.
 - n. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
 - o. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
 - p. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
 - q. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to MWL/ Aggregators.

- r. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates, etc.
- s. Review of the following reports are supported by SMS and CAS.
 - iv. Total no of Subscribers – active & de-active separately
 - v. De-active subscribers with ageing
 - vi. Channel wise Subscribers – total
 - vii. Channel wise Subscribers – split by Bouquet / Subscriber Package
 - viii. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
 - ix. Subscriber/Revenue Reports by State/City
 - x. No of Bouquets / Subscriber Package offered
 - xi. List of Channels / rates of each Bouquet / Subscriber Package
 - xii. Rate Card Options offered / Attached with active Subscribers
 - xiii. Historical data reports
 - xiv. Free / demo Subscribers details
 - xv. Exception cases – active only in SMS or CAS

4. STB Audit:

- a. All STB should be individually paired in advance with unique smart card at central warehouse of DPO before handing down the line distribution.
- b. 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.)
- c. DPO should provide one set of all type/model of boxes for testing and monitoring purpose.
- d. All STBs used by DPO's should be certified by their CAS vendor.
- e. Forensic watermarking to be implemented on the DPO headend & STBs.
- f. ECM/EMM base Forced messaging full screen and ticker mode should be available.
- g. All the STBs should have embedded Conditional Access.
- h. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- i. The STB should be individually addressable from the Head end.
- j. The messaging character length should be minimum of 120 characters.
- k. There should be provision for the global messaging, group messaging and the individual STB messaging.
- l. The STB should have forced messaging capability.
- m. The STB must be BIS compliant.
- n. The STB must have secure chip set with mandatory pairing.
- o. There should be a system in place to secure content between decryption & decompression within the STB.
- p. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- q. The STB outputs should have the following copy protections
- r. Macro vision 7 or better on Composite video output.
- s. Macro vision 7 or better on the Component Video output.
- t. HDCP copy protection on the HDMI & DVI output.
- u. DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.

- v. Types of boxes launched / to be launched:
 - i. Vanilla STB
 - ii. DVR STB
 - iii. Others (please specify)
 - w. Please furnish STB details as following:
 - i. Open Standards or Proprietary?
 - ii. Audio Video and Data I/O Configuration?
 - iii. Local Storage?
 - iv. Smarts Card?
 - v. PVR Functionality?
 - vi. Tamper Resistance?
 - vii. I/O Copy Protection? Please provide the details?
 - viii. I/O Interface to Other Devices?
 - ix. Are the STB's interoperable?
 - x. DVR / PVR STB should be compliance of following:
 - 1. Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - 2. Recorded content should be encrypted & not play on any other devices.
 - 3. Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - 4. User should not have access to install third party application/software.
 - xi. Does the Set Top Box support any type of interactive middleware? Please describe.
5. Distribution Network Audit:
- a. DPO should provide below information in detail:
 - i. Fibre network and PIT information on Geo Map.
 - ii. Service area to be defined.
 - iii. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.
 - b. The OVERT Finger Printing should not be removable by pressing any key from the remote.
 - c. The OVERT Finger printing should be on the top most layer of the video.
 - d. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
 - e. The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
 - f. 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 Company should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
 - g. Covert finger printing should be available.
 - h. No common interface Customer Premises Equipment (CPE) to be used.
 - i. The STB should have a provision that OSD is never disabled.
 - j. Commercial Audit:
 - a. Provide system generated Channel-wise and Bouquet / Subscriber Package-wise reports of channels for the platform in a non-editable format.

- b. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems:
 - k. Customer acquisition
 - l. Provisioning of the subscriber in authentication, billing and SMS system
 - m. Bouquet / Subscriber Package change request process
 - n. Customer Retention process, if any
 - o. Deactivation and churn process
 - p. Understand/ verify the various Bouquets / Subscriber Package being offered to customers
 - q. Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers
 - r. Interactions with the Operator's marketing and sales team on how the various channels are being marketed Any special marketing schemes or promotions
 - s. Details of the consumers subscribing to the various Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional subscribers
 - t. 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):
 - u. Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package
 - v. Any reconciliations / checks /adjustments carried out before sending the declarations
 - w. Analyse declaration reports on a sample basis:
 - x. Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems).
 - y. Analyse the computation of average subscribers.
 - z. 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.
 Analysis of the following:
 - a. Input and change controls of customer data into SMS.
 - b. SMS user access controls – authentication, authorization and logging.
 - c. Analyse system logs to identify any significant changes or trail of changes made.
 - d. Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.
 - e. Review the system logic for the reports which are inputs to Broadcaster declarations.
 - f. Channel allocation/fixation to a particular LCN/CDN.
 - g. Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
 - h. Sample of activation and deactivation request logs.
 - i. Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep).

- j. 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).
- k. Live Demo of the queries being put in to the system to generate different reports.
- l. List of CAS and SMS used by Operator in DAS area. In case more than one CAS and SMS system is used by Operator for both DAS and non-DAS areas, then understand and analyse how the two markets are segregated, controlled, reported and invoiced.
- m. Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas and for such head-ends, understand and analyse how the two markets are segregated, controlled, reported and invoiced.
- n. In case of multiple CAS being used by DPO, to understand synchronization between multiple CAS and SMS.

Application form for request of signals of MWL Group Channels by DPO

(As per Clause 10 (4), (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the DPO of television channels: _____
2. The names of Owners/Directors/Partners of the DPO: _____

3. Registered Office address: _____
4. Address for communication: _____
5. Name of the contact person/ Authorized Representative: _____
6. Telephone: _____ Mobile: _____
7. Email address: _____
8. Copy of certificate of registration/ permission/ license (Copy Attached): _____ (Yes / NO)
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the DPO to be attached along with this Application Form.
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: As per the details provided in Schedule A
11. Area wise present subscriber base of the MOS: As per the details provided in Schedule B
12. List of channels and bouquets for which signals of television channels are requested: As per the details provided in Schedule C
13. Service Tax registration number: _____
14. Entertainment Tax Number: _____
15. PAN No. (Attach a copy): _____
16. Are the CAS/ SMS in compliance with the regulations: YES / NO
17. 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 (Copy Attached): YES / NO _____

(Stamp & Signature)

Name: _____

Designation: _____

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.

 (Stamp & Signature)

Name: _____

Designation: _____

Date and Place: _____

SCHEDULE A

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

No	Details of area where the DPO is desirous of operating	Name of the Corresponding State / UTs to the Area	Head end from which the signals of MWL Channels shall be distributed in the Area

SCHEDULE B

Area wise present subscriber base of the DPO

No	Details of area where the DPO is desirous of operating	Name of the Corresponding State / UTs to the Area	Present Subscriber Base

SCHEDULE C**List of MWL Group Channels offered of A-la-Carte basis for which signals are requested**

We are desirous of availing the signals of the following MWL Group Channels are marked as yes in the table below on A-la-Carte basis:

No.	Name of Channel	Type	Want to Avail (Y/N)
1	WOMAN	Standard Definition	

Total Count of MWL Group Channels to be availed on A-la-Carte Basis: _____

List of Bouquets of Pay MWL Group Channels

Not Applicable

List of Incentive Scheme availed:

Incentive Parameters	Incentive %	WOMAN HD	WOMAN	WOMAN Tamil
Distribution Fee	20%			
LCN Incentive	15%			