

**REFERENCE INTERCONNECT OFFER**

THIS REFERENCE INTERCONNECT OFFER (“**RIO**”) is issued and published by **Culver Max Entertainment Private Limited**, formerly known as *Sony Pictures Networks India Private Limited*, (“**Broadcaster**”/ “**CME**”) [for and on its behalf and on behalf of its Affiliates (*defined below*) under authorization pursuant to The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 (“**Interconnection Regulations**”); The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017; and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017, all dated March 03, 2017 (collectively referred to as “**2017 Regulations**”) read with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Second Amendment) Order, 2020, The Telecommunication (Broadcasting And Cable) Services Standards Of Quality Of Service and Consumer Protection (Addressable Systems) (Third Amendment) Regulations, 2020, all dated January 01, 2020 (collectively referred to as “**January 2020 Amendments**”); The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Fourth Amendment) Regulations, 2022 and The Telecommunication (Broadcasting And Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2022 both dated November 22, 2022 (collectively referred to as “**November 2022 Amendments**”); and Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Fourth Amendment) Order, 2024, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Sixth Amendment) Regulations, 2024 and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) (Fourth Amendment) Regulations, 2024, all dated July 8, 2024 (collectively referred to as “**July 2024 Amendments**”).

*2017 Regulations, January 2020 Amendments, November 2022 Amendments and July 2024 Amendments shall hereinafter collectively referred to as the “**New Regulatory Framework**”, (as may be amended from time to time).*

The terms mentioned in this RIO constitute all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster’s Available Channel(s) to Subscriber(s) in terms of the New Regulatory Framework. As per Regulation 10(5) and 10(6) of Chapter IV of the Interconnection Regulations (as amended from time to time), those distribution platform operators desirous of obtaining signals of Broadcaster’s Available Channel(s) shall make an online request by filling in the requisite application form (via the Broadcaster website viz., <https://www.sonypicturesnetworks.com/compliance>). The Operator shall along with the requisite application form, also submit documentary evidence / technical compliance report showing that the Operator’s addressable systems to be used for distribution of Broadcaster’s Available Channel(s) meet the requirements specified in Schedule III, Schedule X and /or both, of the Interconnection Regulation. On receipt of the request from the Operator in the requisite format along with mandatory documents, Broadcaster and the Operator shall enter into the Interconnection Agreement, attached hereto, which contains all the terms and conditions on an “as-is” basis and without making any unilateral changes/modifications. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of Broadcaster’s Available Channel(s), the Operator shall not be in default of its payment obligations to the Broadcaster in terms of second proviso of regulation 3(2) of the Interconnection Regulations

For the Operator’s convenience, the Broadcaster has facilitated execution of the Interconnection Agreement through the process of e-signature. The e-signature process shall be initiated by the Broadcaster once the request for availing the signals of the Channels of the Broadcaster is received from the Operator. The Interconnection Agreement shall be first signed by the Operator through the e-signature process and thereafter the same shall be signed by the Broadcaster. Such Interconnection Agreement shall be binding only after it is counter-signed by the Broadcaster. It is further clarified that any signed Interconnection Agreement from the Operator shall be void ab-initio and non-binding (i) if the Interconnection Agreement sent by the Operator has any unilateral changes and/or (ii) if the Interconnection Agreement is received after a new version of RIO/ Interconnection Agreement is uploaded by the Broadcaster on its website.

In the event there is any change in the Applicable Laws, the Broadcaster shall revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement or an amendment to the existing Interconnection Agreement covering all such revisions/ modifications/ alterations shall be

executed between the Parties. It is hereby clarified that where the Broadcasters publishes a fresh Interconnection Agreement, this RIO and / or existing Interconnection Agreement shall automatically be null and void.

This RIO read along with the Interconnection Agreement /Subscription Agreement attached hereto is being published by the Broadcaster for its Available Channel(s) and also for Available Channel(s) of its Affiliates under authorisation from the respective broadcaster, in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Both the RIO and the Interconnection/Subscription Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO. This RIO supersedes previous RIO / Interconnection Agreement executed between the Parties and which was uploaded on the Broadcaster website.

By executing this RIO, the Operator hereby represents, warrants and undertakes that -

- (i) The Operator is compliant with the Applicable Laws and holds necessary licenses/permissions for rebroadcasting/retransmitting the signals of Broadcaster's Available Channel(s);
- (ii) The Operator is financially solvent and capable of discharging its payment obligations under the Interconnection Agreement;
- (iii) The Operator has not been convicted of any offence by any competent court;
- (iv) The Operator has furnished all relevant documents/information along with the signed copy of this RIO.

The Broadcaster has designated the following persons for receiving the request for interconnection from the distribution platform operators ("DPOs") viz., multi-system operators ("MSO"), direct-to-home ("DTH") Operators, internet protocol television ("IPTV") Operators and headend-in-the-sky ("HITS") Operators and their grievance redressal pertaining to this RIO / Interconnection Agreement.

<b>For MSO:</b>				
<b>Sr. No.</b>	<b>Name of the Designated official</b>	<b>Contact no.</b>	<b>Email id</b>	<b>Name of the State/Territory for which the official is designated</b>
1	Subhadip Bhattacharyya	9899200055	<a href="mailto:Subhadip.Bhattacharyya@setindia.com">Subhadip.Bhattacharyya@setindia.com</a>	Dadra and Nagar Haveli and Daman and Diu, Gujarat, Maharashtra (excluding the region of Vidarbha), Goa, West Bengal, Assam, Bihar, Jharkhand, Manipur, Meghalaya, Mizoram, Arunachal Pradesh, Nagaland, Odisha, Sikkim, Tripura, Andaman and Nicobar Islands, Uttar Pradesh, Uttarakhand, Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Punjab, Rajasthan
2	Nageshwar Raju	7569556789	<a href="mailto:Nageshwar.Raju@setindia.com">Nageshwar.Raju@setindia.com</a>	Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Pondicherry, Tamil Nadu, Telangana, Madhya Pradesh, Chhattisgarh, Vidarbha region of state of Maharashtra

<b>For IPTV / HITS:</b>				
<b>Sr. No.</b>	<b>Name of the Designated official</b>	<b>Contact no.</b>	<b>Email id</b>	<b>Name of the State/Territory for which the official is designated</b>
1	Subhadip Bhattacharyya	9899200055	<a href="mailto:Subhadip.Bhattacharyya@setindia.com">Subhadip.Bhattacharyya@setindia.com</a>	All India

For DTH Operator:			
Name of the Designated official	Contact no.	Email id	Name of the State/Territory for which the official is designated
Rohit Arora	9811822080	<a href="mailto:Rohit.Arora@setindia.com">Rohit.Arora@setindia.com</a>	All India

**Note:** If Operator is a MSO, DPO, DTH Operator, IPTV Operator and / or HITS Operator, then it shall execute separate Interconnection Agreements for each type of its Platform for availing signals of the Channels.

*\*Execution of this RIO and providing of signals under this RIO shall not amount to a waiver by Broadcaster of its right to claim all outstanding subscription fees under the erstwhile agreement/s and Broadcaster shall be within its rights to claim the same including termination of this RIO, as per Applicable Law, for non-clearance of all outstanding dues under the erstwhile agreement/s.*

AGR/SPNI/2728/2898

**Agreement Number** :

**RIO Version Number** : 25

**Customer Code** :

**INTERCONNECTION /SUBSCRIPTION AGREEMENT**

This Interconnection Agreement / Subscription Agreement (the “**Agreement**”) is executed (on the date herein below mentioned) by and between:

- A. **Culver Max Entertainment Private Limited** (formerly known as **Sony Pictures Networks India Private Limited**), a company incorporated under the Companies Act, 1956, having CIN: U92100MH1995PTC111487 and registered office at 4<sup>th</sup> Floor, Interface Building No. 7, Off Link Road, Malad West, Mumbai – 400064 (hereinafter referred to as the “**Broadcaster**” / “**CME** ” , which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns); of the First Part and
- B. \_\_\_\_\_, a company/ partnership firm / sole proprietorship/ HUF/Association/ Trust concern having its registered office as specified in **Schedule B** and acting through its Director/Authorised Signatory/Partner/Sole Proprietor (as the case may be) (hereinafter referred to as “**Customer/Operator/DPO/Distributor**”, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns) of the Second Part.

*The Broadcaster and the Operator shall singularly be referred to as a “**Party**” and collectively as the “**Parties**”.*

**RECITAL:**

- A. The Broadcaster is, *inter alia*, engaged in the business of broadcasting and distribution of satellite based Available Channel(s) / service(s) and has exclusive right to market and distribute the same in India.
- B. The Operator is in the business of retransmitting the signals of television channels on its distribution Platform (defined below) and is desirous of retransmitting the signals of the Broadcaster’s Available Channel(s) to its Active Subscribers.
- C. The Broadcaster has the requisite power and authority to enter into this Agreement with the Operator and create the mutual rights and obligations that are contractually binding in nature and legally enforceable at law.
- D. The Operator represents to Broadcaster that it holds and shall continue to hold during the Term a valid license / permission(s) under the Applicable Laws and is authorized to re-transmit signals of satellite television channels through its Platform in the Authorized Area(s).
- E. The Operator further represents that it is and shall be in compliance with all Applicable Laws including the requirements under the New Regulatory Framework and is desirous of carrying the Channels on its Platform for re-transmission amongst its Subscribers in the Territory for the Term.
- F. Relying upon the Operator's representations, the Broadcaster has agreed to grant a non-exclusive license to the Operator to re-transmit the Channels on the Platform, strictly subject to and in accordance with the terms and conditions of this Interconnection Agreement and Applicable Laws.

NOW THEREFORE, in consideration for the mutual promises and covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

**1. Definitions:**

The terms used in this Agreement shall have the meaning as set forth in the RIO / Agreement. Any term used in the RIO / Agreement but not defined expressly shall have the meaning ascribed to it in the New Regulatory Framework, Cable Television Networks (Regulations) Act 1995 and Cable Television Networks Rules 1994.

1.1 "**Active Subscriber**" means a subscriber who has been authorized to receive signals of subscribed television Channels as per the subscriber management system /CAS of the Operator and whose set top box has not been denied signals;

1.2 "**Affected Channels**" shall have a meaning assigned to it in Clause 14.9;

1.3 "**Affiliate/Subsidiary**" of a Party shall mean any other person/entity that, either directly or indirectly through one or more intermediate persons is controlled by or is under common control with such Party.

For the purpose of this Agreement, Affiliates and Subsidiary of the Broadcaster shall mean Bangla Entertainment Private Limited (owning Channels Sony Aath and Sony Marathi) and MSM-Worldwide Factual Media Private Limited (owning Channels Sony BBC Earth SD and Sony BBC Earth HD).

1.4 "**A-la-carte/A-la-carte Channels**" shall mean offering of the Available Channel(s) individually on a standalone basis;

1.5 "**Anti-Bribery Laws**" shall have a meaning assigned to it in Clause 17.15 of this Agreement;

1.6 "**Anti-Piracy Obligations**" shall mean the obligations contained in Clause 8 of this Agreement;

1.7 "**Applicable Laws / Authority**" shall mean any and all laws, regulations, directions, notifications, guidelines and or orders, including amendments thereto, enacted or issued by the Government of India or any of its constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and TDSAT (both defined below), Ministry of Information and Broadcasting ("**MIB**"), Department of Telecommunications ("**DoT**"), or any other body or authority or laws, rules, regulations that may be come into effect for regulating the broadcasting and distribution of channels in India;

1.8 "**Authorised Area(s) / Territory**" shall mean such geographical area/location of India as indicated in **Schedule A** of this Interconnection Agreement;

1.9 "**Available Channel(s)**" shall mean the linear, satellite delivered and advertiser-supported standard definition and high definition pay or free to air television channels which are or shall be (during the Term) owned and/or operated by the Broadcaster and its Affiliates in accordance with the Applicable Laws, which are offered either A-la-carte or in a Bouquet, a mentioned in Schedule A (which may be amended from time to time);

1.10 "**Average Active Subscriber Base**" means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Schedule C attached to this Agreement.

1.11 "**Audit**" shall mean Pre-Signal Audit, System compliance and/ or subscription audit referred to in Clause 9 of this Agreement, to be conducted by the Operator and/or the Broadcaster, of the distribution Systems/Platform of the Operator, including but not limited to CAS, SMS, encryption systems, content protection systems etc., as per Applicable Laws.

1.12 "**BIS**" shall have meaning assigned to it in Clause 10.1 (xx) ;

1.13 "**Bouquet / Bouquet(s)**" shall mean an assortment of distinct Available Channel(s), offered by the Broadcaster to the Operator together as a group, as set out in Schedule A, (which may be amended from time to time);

- 1.14 “**Cable TV Act**” shall mean Cable Television Networks (Regulation) Act, 1995;
- 1.15 “**Cable Service**” or “**Cable TV Service**” means the transmission of programmes including retransmission of signals of television Channels through cables;
- 1.16 “**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
- 1.17 “**CAM**” shall mean the conditional access module provided by Broadcaster (if applicable) to the Operator required for downlinking and accessing the Channels;
- 1.18 “**CAS**” / “**CA System**” shall mean the conditional access system maintained by the Operator which: (a) has the ability to authorize and grant access to only those television Channels which a subscriber has subscribed; (b) scrambles and encrypts the signal of television Channels to prevent unauthorized reception of such Channels by those not paying for the service; (c) is a 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 and (d) meets the requirements set out under Schedule D and E and complies with the terms of this Agreement and Applicable Laws including New Regulatory Framework;
- 1.19 “**Channel(s) / Subscribed Channel(s)**” shall mean the A-la-carte and/or the Bouquet of the Available Channel(s) and/or those Available Channel(s) that are selected by the Operator on A la carte basis, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule A) which lists the Available Channel(s) and the Bouquet. For clarity, if any designated box against an Available Channel(s)/Bouquet is left unmarked, it shall be deemed to have not been selected by the Operator for the purposes of this Agreement. The selected Available Channel(s) on an A la Carte basis and/or Bouquet (in accordance with the foregoing) shall be deemed to form part of this Agreement in respect of which Broadcaster shall grant license to the Operator, in accordance with the terms of this Agreement;
- 1.20 “**Channel Marks**” shall mean trade names, trademarks, logos and service marks owned by Broadcaster and its Affiliates in connection with the Available Channel(s);
- 1.21 “**CPE**” shall have mean Customer Premises Equipment
- 1.22 “**Confidential Information**” means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, intellectual property, transactions or affairs of a Party or any of its Affiliates, (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) (b) any material or information disclosed by either Party for the purposes of this Agreement (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;
- 1.23 “**DAS**” means digital addressable cable systems 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 the network can be sent in encrypted form and decoded by the devices having an activated CAS at the premises of the Active Subscriber within the limits of authorization made through CAS and SMS, by the Operator to the Subscriber on the explicit choice and request of such Subscriber;
- 1.24 “**Disconnection Notice**” shall mean a written notice of twenty one (21) days from the date of the written notice which is required to be given in accordance with the Applicable Laws by: (a) the Operator to Broadcaster if Operator wishes to discontinue availing the signal of and stop distribution of the Channels due to Broadcaster’s breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) Broadcaster to the Operator if Broadcaster wishes to disconnect the signal of any or all Channels and stop making available the Channels to the Operator due to Operator’s breach of this Agreement;

- 1.25 “**Due Date**” shall have meaning assigned to it in Clause 5.1 of this Agreement.
- 1.26 “**Distribution Margin**” shall mean the Operator’s share of revenue for the distribution of Subscribed Channels to Subscribers. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s).
- 1.27 “**Distributor Retail Price**” means the price excluding taxes declared by the Operator and payable by a Subscriber for A-la-carte pay Channel or Bouquet of pay Channels, as the case may be.
- 1.28 “**DRM**” means digital rights management which is a comprehensive set of hardware and software technologies, which provides protection of content ownership to the Broadcaster by inter alia preventing unauthorized redistribution of digital media by embedding code that prevents copying, specifying a time period in which the content can be accessed and restricting sections of the content to a Subscriber or limiting the number of devices, along with controlling geographical areas and offline usage restrictions.
- 1.29 “**Encryption System**” shall have meaning assigned to it in Clause 3.4 and further as detailed in Schedule B and Hardware Form;
- 1.30 “**EPG**” shall mean electronic programme guide as defined under the Interconnection Regulations i.e. a program guide maintained by the Operator of television Channels that lists television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows Subscribers to navigate and select such Channels and programmes;
- 1.31 “**Equipment**” shall mean any and all hardware/software and other devices and including but not limited to the IRDs, PIRDs, CAMs and the Viewing Cards;
- 1.32 “**Empaneled Auditor**” means auditor empaneled by the Authority/TRAI for conducting audit of the Systems (defined hereinbelow) of the Operators.
- 1.33 “**Force Majeure Event**” shall mean any unforeseeable act, cause, contingency or circumstance which is beyond the reasonable control of the Parties herein, including, without limitation, any acts of governmental action, order or restriction (whether international, national or local), war (whether or not declared) or warlike situation, public strike, riot, labour dispute, act of God, earthquake, tides, storm, lightening, flood, drought, cyclone or any natural calamity, explosion, fire, sabotage, lockdown, quarantine, epidemic, pandemic, arson, civil disturbance/commotion, public disaster, public transportation dispute, satellite failure/jamming or transponder failure or acts due to any law, rules, regulations (including enactment), lawful orders or directives of the government of any States or the order of any court of competent Jurisdiction and/or any acts of similar nature, which may affect the transmission of Available Channel(s) by Broadcaster;
- 1.34 “**Fingerprinting**” shall have meaning assigned to it in Clause 2 of Schedule D;
- 1.35 “**Free-to-Air Channel/FTA**” means any Available Channel (if any) which is declared as such by the Broadcaster and for which no fee is to be paid by the Distributor of television Channels to the Broadcaster for signals of such Channel.
- 1.36 “**Hardware Form**” shall mean the form in the prescribed format (as provided in Schedule E enclosed herewith) which shall be provided to the Operator containing the details of the Equipment’s used to receive the signals of the Channels and which shall form an integral part of this Interconnection Agreement.
- 1.37 “**Insertion**” shall have meaning assigned to it under Clause 3.3 (c)
- 1.38 “**Intellectual Property**” shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Available Channel(s); (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Available Channel(s); and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Available Channel(s);

- 1.39 “**Interconnection Regulations**” shall have meaning assigned to it at the beginning of this Agreement;
- 1.40 “**IRDs**” or “**DSRs**” shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels i.e., an authorization device which is owned, operated and supplied by Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the Operator;
- 1.41 “**Independent Affiliate**” shall mean an operator who is or was availing the signals of the Broadcaster Channels directly from the Broadcaster under separate interconnection agreement between the Broadcaster and such operator.
- 1.42 “**Incentive Scheme**” shall mean various incentive(s) as detailed in Schedule A1 of the Agreement.
- 1.43 “**Incentive Qualifying Reports**” shall mean the complete and accurate reports which the Operator, opting for Incentive Scheme under this Agreement has to compulsorily provide to Broadcaster in both pre-defined and non-editable PDF format, on or before the stipulated deadline, to avail the incentive, as more specifically defined in Schedule C.
- 1.44 “**Maximum Retail Price**” or “**MRP**” means Maximum Retail Price in Indian National Rupees (Rs.), per Subscriber per STB per month (excluding all applicable taxes) with respect to each Channel or Bouquet availed on A-la- carte basis or Bouquet basis, payable by a Subscriber of such Subscribed Channel, as set forth in Schedule A, as may be amended from time to time;
- 1.45 “**Monthly Subscription Fee**” shall have meaning assigned to it in Clause 5.1 of this Agreement;
- 1.46 “**Multi TV Home**” means a household having more than one TV connection or set top box in the name of one person;
- 1.47 “**New Channel(s)**” shall mean one or more of the following, which is proposed to be launched by the Broadcaster and is included in the Bouquets, subject to Clause 2.10:
- (i) a standard definition sports channel in Kannada language named, SONY Sports Ten 4 Kannada;
  - (ii) a standard definition general entertainment channel in Tamil language named, SONY Vizha;
  - (iii) a high definition general entertainment channel in Tamil language named, SONY Vizha HD;
  - (iv) a standard general entertainment channel in Telugu language tentatively named as SONY Telugu; and
  - (v) a high definition general entertainment channel in Telugu language tentatively named SONY Telugu HD.
- The Broadcaster shall be entitled to launch and offer any further additional new channels in future, after the date of execution of this Agreement.
- 1.48 “**Operator’s License**” shall mean license granted to the Operator by the Ministry of Information and Broadcasting or such other competent authority, details as mentioned in Schedule B;
- 1.49 “**OSD**” shall have meaning assigned to it in Clause 10.1 (xi) and further detailed in Schedule D;
- 1.50 “**OPR**” means operator rate payable to the Broadcaster per Subscriber per STB per month which shall be in Rs. and excluding all applicable taxes.
- 1.51 “**Piracy**” shall have meaning assigned to it in Clause 8.2 of this Agreement;
- 1.52 “**Piracy Event**” shall have meaning assigned to it in Clause 3 of Schedule D;
- 1.53 “**Platform**” shall mean, with respect to MSO, such MSO’s Digital Addressable Cable Television Network, with respect to HITS Operator, such HITS Operator’s HITS Service, with respect to DTH Operator, such DTH Operator’s DTH Service and with respect to IPTV Operator, such IPTV Operator’s IPTV Service, as the case may be. For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

- 1.54 **“DTH Operator”** shall mean a company that has been granted license by the Central Government to provide DTH Service.
- 1.55 **“DTH Operator’s DTH Service”** means distribution of television channel programmes by using a Ku-band direct-to-home satellite transmission system by providing television signals directly to Subscriber’s premises without passing through an intermediary such as cable operator or any other distributor of television channels.
- 1.56 **“HITS Operator”** shall mean any person permitted by the Central Government to provide HITS service.
- 1.57 **“HITS Operator’s HITS Service”** shall mean re-transmission of signals of television channels to (i) intermediaries like local cable operators or multi system operators by using a satellite system and not directly to Subscribers; and (ii) to Subscribers by using satellite system and its own cable networks.
- 1.58 **“IPTV Operator”** shall mean a person permitted by the Central Government to provide IPTV service.
- 1.59 **“IPTV Operator’s IPTV Service”** shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.
- 1.60 **“MSO”** means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators.
- 1.61 **“MSO’s Digital Addressable Cable Television Network”** means digital addressable cable systems 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 the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the Subscriber within the limits of authorization made through CAS and SMS, by the cable operator to the Subscriber on the explicit choice and request of such Subscriber.
- 1.62 **“Primary Market(s)”** shall mean in relation to Subscribed Channel(s), certain Specified States/All India/parts thereof (as the case maybe), which have been denoted as Primary Market(s) as specified in Table A of Schedule A1;
- 1.63 **“Provisional Invoice”** shall have meaning assigned to it in Clause 5.3;
- 1.64 **“Platform Services”** shall mean programs transmitted by distribution platform operators (MSOs) exclusively to their own subscribers and does not include Doordarshan channels and registered TV channels. Platform Services shall not include foreign TV channels that are not registered in India.
- 1.65 **“PIRD”** shall mean Professional IRD possessing various additional features (which consumer IRDs lack) such as SDI output, ASI output/input, TSoIP etc. and which are required for downlinking and accessing the Channels i.e., an authorization device which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of Broadcaster subscribed by the Operator;
- 1.66 **“Pre-Signal Audit”** shall mean the audit carried out by the Operator before the grant of signals of Channels by the Broadcaster, of Operator’s SMS, CAS and other related systems to confirm inter alia whether such systems are in compliance with the New Regulatory Framework and Audit Manual;
- 1.67 **“Rate”** shall have meaning assigned to it in Clause 4.2(c);
- 1.68 **“Recorder”** shall mean either a personal video recorder (PVR) or digital video recorder (DVR) which must satisfy the following features:
- (a) Audio-visual content shall not be allowed to be recorded without Fingerprinting and watermark

- logo of the Platform and such Fingerprinting and watermark logo shall be displayed during payout;
- (b) Recorded audio-visual content must be encrypted in a secure manner on the Recorder which shall not play on any other devices other than the concerned Recorder;
  - (c) Audio-visual content of a Channel shall not be permitted to get recorded if the concerned subscriber's subscription of such Channel is not active; and
  - (d) STB provided by the Operator must not allow a Subscriber to install third party application/software on such STB ;
  - (e) there is no, automatic advertisement skipping function and / or any mechanism whereby DVR and or PVR have a store and / or forward function;
  - (f) should have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.
- 1.69 "**RIO**" means reference interconnect offer defined under the New Regulatory Framework and for purposes of this Agreement shall mean this reference interconnect offer published by the Broadcaster specifying terms and conditions on which the Operator may seek signals of the Available Channel(s) of the Broadcaster.
- 1.70 "**RIO Agreement Start Date**" shall have a meaning assigned to it in Schedule A of this Agreement.
- 1.71 "**Security Deposit**" shall have a meaning assigned to it in Clause 7.2 of this Agreement;
- 1.72 "**Set Top Box**" or "**STB**" means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form the Channels through an addressable system;
- 1.73 "**Smart Card**" means, in relation to a Subscriber, a card or other device issued by the Operator to Subscriber 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 Operator.
- 1.74 "**SMS**" shall mean the SMS which is a system or device of the Operator which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber; maintained by the Operator in accordance with the Applicable Laws and strictly in accordance with the provisions set out under Schedule D and E;
- 1.75 "**Subscriber(s)**" shall mean an Active Subscriber(s) in the Authorised Area(s) who receives signals of the Subscribed Channel(s) from the Operator's Platform (directly and/or through its sub-operators known as local cable operators (LCO) who is a person registered under Rule 5 of the Cable Television Networks Rules, 1994) at a place indicated by such Active Subscriber 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 (including Multi TV Home, as defined herein), for receiving the subscribed broadcasting services, shall constitute one Subscriber;

As regards the issue relating to supply of signals of Broadcaster's Channels to the commercial subscribers, the Broadcaster has filed an appeal before the Honourable Supreme Court of India against the order of Honourable Telecom Disputes Settlement and Appellate Tribunal (TDSAT) in Broadcasting Appeal No. 4 of 2015 (M.A. Nos. 15, 120 & 121 of 2016) and therefore the same shall be subject to the outcome of the said appeal.

- 1.76 "**Subscriber Report/Reports**" shall have meaning assigned to it in Clause 5.3
- 1.77 "**Suspended Channels**" shall have meaning assigned to it in Clause 14.12`

- 1.78 *Intentionally Blank*
- 1.79 “**Technical Validation**” shall have meaning assigned to it in Clause 8.3
- 1.80 “**Term**” shall mean such time period as specified in Schedule A or such extended term as may be mutually agreed between the Parties in writing, unless terminated earlier in accordance with the provisions contained in this Agreement.
- 1.81 “**TRAI**” shall mean Telecom Regulatory Authority of India;
- 1.82 “**TDSAT**” shall mean Telecom Disputes Settlement and Appellate Tribunal;
- 1.83 “**Validation Form**” shall mean Validation Form set forth in Schedule A;
- 1.84 “**Viewing Card**” or “**VC**” shall mean the smart card provided by Broadcaster to the Operator to be used together with the IRD/PIRD in order for the Operator to access and decode the signals of the respective Channels; and
- 1.85 “**Withheld Programs**” shall have meaning assigned to it in Clause 3.6(c).

**1A Rules of Interpretation:** - Unless the context of this Agreement otherwise requires:

- 1A(i) the Schedules shall form an integral part of this Agreement;
- 1A(ii) the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
- 1A(iii) words using the singular or plural number also include the plural or singular number, respectively;
- 1A(iv) words of any gender are deemed to include the other gender;
- 1A(v) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;
- 1A(vi) the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
- 1A(vii) any reference to a "person" includes natural persons, proprietorship concern, partnership firm, companies, LLP's, associations, societies, HUFs, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1A(viii) if a period of time is specified and it dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;
- 1A(ix) if a Party must do something on a given day, the Party must do it by 6:00 pm on that day (unless this Agreement expressly states otherwise). If a Party does the thing after 6.00pm on a day the Party shall be treated as not having done it until the next day save and except where a Party has done something by sending an email to the other Party;
- 1A(x) a reference to "writing" includes email, except as expressly provided otherwise;
- 1A(xi) reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time;
- 1A(xii) the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases; and
- 1A(xiii) the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings.

**2. Grant of Rights**

- 2.1. The Operator shall request for the signals of Channels of the Broadcaster by making an online request by filling in the requisite application form (via the Broadcaster's website viz., <https://www.sonypicturesnetworks.com/compliance>) along with providing mandatory documents pursuant to New Regulatory Framework.

- 2.2. Subject to, receipt of the Monthly Subscription Fee by the Broadcaster and strict compliance of the terms of this Agreement by the Operator, Broadcaster hereby grants to the Operator for the Term, a non-exclusive, non-transferrable, limited license strictly for Authorized Area / Territory the right to distribute, carry and retransmit the linear feed of the Channels, strictly in an encrypted form through the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365, on the terms and conditions mentioned in this Agreement.
- 2.3. Upon grant of signals by the Broadcaster, the Operator shall mandatorily offer the Subscribed Channels on its Platform to the Subscribers on a subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulation, 2017 (as amended from time to time) ("**QoS Regulations**"). In the event, the Operator requests for the signals of the Broadcaster however, on such date the Operator has not yet commenced its operations, then the Broadcaster shall provide the signals to the Operator in accordance with the New Regulatory Framework and if the Operator does not commence its operations within 30 (thirty) days of the signals being made available to the Operator then the Broadcaster shall have the right to terminate this Agreement by giving requisite notice to the Operator under the New Regulatory Framework.
- 2.4. The Operator availing the Bouquet(s) shall not break such Bouquet(s) of pay Channels while offering the same to its Subscribers. The Operator shall declare the Distributor Retail Price for each of the subscribed A-la-carte Channel(s) and/or subscribed Bouquet(s), payable by the Subscribers. In the event the Operator intends to change the Subscribed Channels (availed either on A-la-carte and/or Bouquet(s) basis) during the Term, the Operator may do so by sending a written request (email permitted) to the Broadcaster in the format as may be prescribed by the Broadcaster (email permitted) and the Broadcaster may consider such request suitably.
- 2.5. Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by Broadcaster to the Operator under this Agreement:
  - (a) shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement, shall permit the Operator to provide to its Subscriber(s) the right to further communicate or re-transmit the Channels, in any manner whatsoever;
  - (b) is limited to the re-transmission of the Channels on "as is" basis without editing, altering modifying and/or interrupting the signal(s), in any manner whatsoever;
  - (c) shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or in any other mode, medium or format including, any on-demand transmission via PPV, virtual VOD, SVOD, TVOD, NVOD etc.;
  - (d) shall exclude time shifting of the programming of the Channels; and
  - (e) shall exclude the multiplexing of the Channels.
- 2.6. All other rights and means of distribution not specifically and expressly granted to Operator under this Agreement are expressly excluded and reserved by the Broadcaster.
- 2.7. The Operator is not authorized to sub-license the rights and license granted hereunder to any third party or any person (including its Affiliates) without prior written approval of Broadcaster.
- 2.8. The Operator understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Operator submitting with Broadcaster the information and documents specified in Schedule B at the time of submitting the signed copy of this Agreement. The Operator also warrants that addressable system installed meets the requirements as specified in Schedule III or Schedule X or both, as the case may be, of the Interconnection Regulations (as amended from time to time).

2.9. Notwithstanding anything contained herein and to the extent permitted under the extant laws and regulations, Broadcaster shall, during the Term, have the right to: (a) discontinue any Available Channel(s); and / or (b) modify (either by adding and/ or removing Available Channels) any existing Bouquet(s) of the Available Channel(s); and / or (c) launch new channels and/or bouquets comprising of the Available Channel(s). The Parties agree that the Monthly Subscription Fee payable by the Operator to Broadcaster may vary in the event of launch of a new channel and/or new Bouquet.

2.10. The Broadcaster may launch:

- (a) SONY Sports Ten 4 Kannada on or after 01 April 2026;
- (b) Subject to receipt of requisite approvals by the Broadcaster from the relevant authorities, SONY Vizha and SONY Vizha HD on or after 01 June 2026;
- (c) Subject to receipt of requisite approvals by the Broadcaster from the relevant authorities, Sony Telugu and Sony Telugu HD on or after 01 August 2026. For purposes of clarity, (i) Sony Telugu and Sony Telugu HD are tentative names of these two New Channels, and the Broadcaster may launch these two New Channels on or after the stipulated date herein; and (ii) the language and the genre of these two New Channels shall remain the same as mentioned in Clause 1.47 above.

Until each of the aforesaid New Channel is launched, the Operator shall be provided proportionate discount (refer below example) during the Term if the Operator opts for the Bouquets in which any of the New Channels are included.

Example: -

If the operator has opted for Happy India 2026 Smart - Tamil bouquet MRP of which is INR 42.00, then MRP of this Bouquet till the launch of SONY VIZHA will be INR 29.91

A-la-carte MRP of SONY Vizha: INR 19.00

Sum of A-la-carte MRP of Happy India 2026 Smart - Tamil Bouquet: INR 66.00

Hence proportionate discount factor percentage:

A-la carte MRP of New Channel ÷ Sum of A-la-carte MRPs of all Subscribed Channels forming part of the Subscribed Bouquet =  $19.00/66.00 \times 100 = 28.79\%$

Hence new bouquet MRP =  $INR 42.00 * (1 - 28.79 \%) = INR 29.91 /-$

In the event Broadcaster introduces any additional new Channel(s)/Bouquet(s), Broadcaster shall publish the relevant information on its website as per Applicable Law. In the event the Operator intends to avail the New Channel(s) / Bouquet(s), the Operator may do so by sending a written request (email permitted) to the Broadcaster in the format as may be prescribed by the Broadcaster (email permitted) and the Broadcaster may consider such request suitably.

- (d) In the event, the Operator desires to extend its operation beyond the Territory or connect any Affiliates or LCOs beyond the Territory ("**New Territory**"), the Operator shall send a prior written request (email permitted to the Broadcaster, in the format as may be prescribed by the Broadcaster (email permitted), addressed to the designated salesperson for that Area/Territory (as mentioned in the RIO) and the Broadcaster may consider such request suitably.
- (e) The Operator shall be permitted to extend its operations to New Territory, as per Applicable Law by distributing the Channels in such New Territory only pursuant to expiry of thirty (30) days from the date of receipt of such written notice by the Broadcaster (provided no objection has been raised by the Broadcaster). The said notice shall be deemed to be an addendum between the Parties for New Territory to be serviced by the Operator, which shall form an integral part of this Agreement, and the New Territory shall be deemed to be a part of Schedule A. Also, the terms of this Agreement shall automatically apply to New Territory, provided that such areas fall within the States or Union Territories in which the Operator has been permitted by MIB to distribute the signals of television Channels under this Agreement.
- (f) It is hereby clarified that in the event where the distribution of the Channels is done by the Operator in the New Territory without provision of thirty (30) days' advance written notice to the Broadcaster, as referred herein above, the Operator shall be deemed to be in breach of the terms of this Agreement and such distribution shall be treated as unauthorized and unlawful and the Operator shall be liable for appropriate penal action as per the Applicable Law / Regulations.

- (g) In the event Broadcaster raises written objection with reasons for adding proposed New Territory and objects to the extension of operations of Operator to the proposed New Territory and the Operator receives the same within the said 30 (thirty) days notice period, the Operator shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory i.e. in such additional area(s). If the Operator re-transmits the signals of the Subscribed Channels in the proposed New Territory despite receiving written objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of Broadcaster's rights under the Copyright Act, 1957 (as amended from time to time).

### 3. Delivery and Security

#### 3.1. Conditions of Distribution

The Operator hereby agrees, covenants and warrants that it shall re-transmit and distribute the Channels to the Subscribers strictly in terms of this Agreement and in accordance with the following terms and further detailed in Scheduled D to this Agreement:

- (a) the transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the Channels by the Operator to its Subscribers, shall at all times, be better than the cable signal of any other channel within the same *genre* of the Channels on the Platform. Also, the audio level of the Broadcaster's Channels should be at par with any other channel of the competitor available on Operator's Platform;
- (b) the Operator shall maintain first-class signal transmission quality of the Channels for distribution to the Subscribers in accordance with the highest international industry standards and Applicable Laws;
- (c) the Operator agrees that it shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute of such Channel;
- (d) the Operator shall not use any interactive technology or other interferences (such as red button) or redirect traffic from the Channel(s), in any manner, including for content or for promotion, without express prior written permission from Broadcaster;
- (e) the Operator undertakes and covenants that it shall not compel its Subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all of the Channels;
- (f) the Operator's transmitting facilities shall be fully capable of individually addressing Subscribers grievances, complaints, etc. in relation of each Channel(s), Bouquet(s) and / or STB;
- (g) the Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense;
- (h) STBs and / or installed CAS microchip used by the Subscribers and content protection systems shall prevent digital output copying or any other unlawful usage.
- (i) the Operator shall not activate the STB/ provide signals of any Channel(s) or Bouquet(s) to any such subscribers who have not submitted the requisite documents including subscriber Know Your Customer ("KYC") documents, in accordance with New Regulatory Framework / Applicable Laws.; and
- (j) the Parties acknowledge and agree that in the event the Operator intends to make any changes to the addressable system's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes) during the Term, then the Operator shall intimate the same to the Broadcaster in advance in writing (email permitted).

#### 3.2. Infrastructure Sharing by Operator:

Where Operator shares its Platform infrastructure with any other operator or where the Operator avails the infrastructure facility from any other operator, the same shall be in accordance with and subject to complete compliance with:

- (i) the Guidelines for providing headend-in-the Sky (HITS) Broadcasting Service in India dated 26<sup>th</sup> November, 2009 read with its Amendment dated 6<sup>th</sup> November, 2020, formulated by MIB (as may be amended from time to time);

- (ii) the Guidelines for Sharing of Infrastructure by Multi-System Operators dated 29<sup>th</sup> December, 2021 formulated by MIB (as may be amended from time to time);
- (iii) the Operational Guidelines for Direct-To-Home (DTH) Broadcasting Services in India dated 16<sup>th</sup> September 2022, formulated by MIB (as may be amended from time to time);  
*the guidelines mentioned in clause 3.2(i), (ii) and (iii) above shall be collectively referred as "Guidelines"*
- (iv) any other regulations/guidelines as may be issued by the Authority from time to time in connection with infrastructure sharing amongst distribution platform operators; and
- (v) the provisions laid down under Schedule D of the Agreement.

3.3. No alteration of signals

- (a) The Operator agrees to carry the Channels in their entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture quality degrading, picture squeezing or re-sizing, change in audio level, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, except as authorized in advance in writing by Broadcaster..
- (b) The Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channels or any portion of the Channels for any purpose, or copy and store the content (or any part thereof) of the Channels on any storage device in any medium. Further the Operator shall not enable or otherwise permit Subscribers to do any of the foregoing acts except that the Operator can provide Recorder facility to the Subscribers in accordance with the New Regulatory Framework, provided use of such Recorder is regulated by agreement between the Operator and the Subscriber and is strictly only for non-commercial and private viewing by the Subscriber. The usage of the Recorder is permitted only to the limited extent for the benefit of the Subscriber(s) as stated herein.
- (c) The Operator agrees and undertakes not to obscure, superimpose or otherwise alter the indents or logos of the Channels in any manner whatsoever. The Operator is allowed to only add/insert its own trademark or logo in the form of a translucent watermark ("**Insertion**") while re-transmitting and distributing the Channels on the Platform provided such Insertion shall be subject to the following conditions:
  - (i) The Insertion shall be inserted on all other channels distributed on the Platform by the Operator;
  - (ii) At any point in time, there will only be a single Insertion;
  - (iii) The Insertion shall not be more prominent than the respective Channel's logo;
  - (iv) The placement and size of Insertion shall not be different from the placement and size of Insertion on any other channels distributed on the Platform; and
  - (v) The Insertion shall not obscure or overlay the Channels' logos or any programme that appears on the Channels.
- (d) Operator shall not alter the screen on which the Channels will be exhibited by inserting or superimposing any form of advertising;
- (e) Any marketing or promotional activity in respect of or involving the Channels or any standalone programming of such Channels shall be only carried out by the Operator in accordance with the terms of this Agreement or by taking a prior written approval of Broadcaster.

3.4. Encryption System and Technical Specifications

The Operator represents and warrants to Broadcaster that it uses the encryption system as specified in the Hardware Form (the "**Encryption System**") to encrypt the Channels and the programming of the Channels for re-distribution via the Platform. The Operator shall transmit the Channels only through the Platform to Subscribers located in the Authorized Area in the manner of transmission and

distribution specified in this Agreement including the Anti-Piracy Obligations, (the "**Technical Specifications**"). The Operator agrees that in the event there are any proposed changes to the Technical Specifications. any material changes to the Platform's security and encryption technology including the Encryption System (other than standard software upgrades which are deemed not to be material changes), and its version changes and upgrades, during the Term the same shall be immediately intimated in writing to Broadcaster and in any event prior to its implementation.

3.5. Availability of Channels on the Platform

The Operator hereby covenants, undertakes and warrants to Broadcaster that it shall not shift, move, or change the frequencies of any of the Channels at any time without providing an advance prior written notice of at least thirty (30) days to Broadcaster. The Operator shall cause continuous distribution of the Channels to all its Subscribers without blacking it out or interfering with it in any manner whatsoever.

3.6. Acknowledgements by the Operator

The Operator fully understands and acknowledges that:

- (a) Broadcaster is offering the Available Channel(s) on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services/signals will be error free or uninterrupted for the purpose envisaged in this Agreement;
- (b) Broadcaster reserves the right to alter the nature, genre, etc. of the Available Channel(s), including the Bouquet of the Available Channels, name of the Available Channels and the programming exhibited on the Available Channels;
- (c) the Broadcaster in certain circumstances may not control the appropriate rights to exhibit certain programs on the Available Channels (hereinafter referred to as the "**Withheld Programs**"). Accordingly, Operator acknowledges and agrees not to exhibit, and shall block or black out the transmission of any Withheld Programs upon notification from Broadcaster;
- (d) the Broadcaster shall have the right to change: (i) the satellite carrying each of the Available Channels' signals, (ii) the delivery system, and/or (iii) the encryption technology used for the Channels. In the event, the Operator is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the Operator shall make all necessary arrangements to ensure continued access to the Channels, and the Broadcaster shall not be liable to the Operator or its Subscribers for any failure on their part to access the Channels as a result of any such change;
- (e) The Operator shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the Operator and/or terminate the Agreement by providing the Disconnection Notice.
- (f) all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified; and
- (g) 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 Operator 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 Operator.

3.7. Offering of Channels

- (a) The Operator shall offer the Channels to the Subscribers either on Ala-carte basis or part of a Bouquet comprising the Channels. The Operator shall not make any limited period or event based offering or exhibition of any Channels to the Subscribers.
- (b) In case the Operator is subscribing to Bouquet(s), the Operator shall ensure that it does not break such Bouquet while offering the same to its Subscribers. If the Operator breaks a Bouquet at any time during the Term, from such date, the Channels comprised in such Bouquet shall be deemed to have been subscribed by the Operator on an A-la-carte basis and the Operator shall be liable to pay Monthly Subscription Fee on A-la-carte rates for all Channels in such Bouquet to the Broadcaster.
- (c) The Channels selected in Bouquet by the Operator shall be deemed to have been availed on an A-la-carte basis by default. In the event the Operator alters the composition of the Bouquets of Broadcaster, the channels forming part of the said Bouquet shall be deemed to have been availed on an a-la-carte basis by default by the Operator and the Broadcaster shall have a right to raise invoice on the Operator accordingly.
- (d) The Operator shall package the Channels as per the Applicable Laws ("**Operator Bouquet**"). In any event, the Operator represents, warrants and undertakes that:
  - (i) the packaging of the Channels in any Operator Bouquet shall not be disadvantaged or discriminated vis-a-vis the other third party channels of the same genre in the same Operator Bouquet;
  - (ii) the Operator shall serve the Broadcaster with 10 (ten) days prior written notice if the Operator intends to package any of the Channels in a new Operator Bouquet launched after the RIO Agreement Start Date; and
  - (iii) once the Channels are added in the Operator Bouquet, it shall continue to offer and shall not remove any such from such Operator Bouquet for a period of six (6) months from the date of availing such Operator Bouquet by a Subscriber, or such other longer period for which the subscription charges have been paid by the Subscriber in advance.
  - (iv) Subject to aforesaid provisions of Clause 3.7(d), the Operator shall not drop any of the Channels from any of the Operator Bouquet after the stipulated minimum contracted period provided in Clause 3.7(d)(iii) without following the due regulatory process provided in the extant New Regulatory Framework.
- (e) In case of breach by the Operator of any of the provisions of clause 3.7(d), it shall be deemed to be a material breach of the Agreement which shall entitle the Broadcaster to initiate appropriate steps for disconnection of signals of its Channel(s) and / or terminate this Agreement for material breach.
- (f) The Operator shall use reasonable efforts to maintain the service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

3.8. EPG

The Operator shall create an EPG for distribution to its Subscribers (a copy of which shall be sent to Broadcaster simultaneously), where the programming schedule of each of the Channels shall be prominently featured in such schedules in the order of the EPG number for each of the Channels. In connection with the EPG, the Operator shall:

- (a) declare the genre of the Channels (as intimated by the Broadcaster) and such genre shall be either 'Devotional', 'General Entertainment', 'Infotainment', 'Kids', 'Movies', 'Music', 'News', 'Current Affairs', 'Sports' or 'Miscellaneous';

- (b) place all the channels available on its Platform in the EPG, in such a way that all the television channels of a particular language in a genre are displayed together consecutively, and one television channel shall appear at one place only. In the event, the Operator intends to carry out any changes/modification in its EPG, it shall at all times ensure that the Channels of the Broadcaster shall continue to be placed within their respective genre and in the same relative position in the channel list as agreed to between the Parties and in compliance with the Applicable Laws, Cable Television Networks (Regulation) Act, 1995 and Rules framed thereunder;
- (c) ensure that the EPG at all times contains information pertaining to the programs being broadcast on the Channels in a manner approved by the Broadcasters without any additional cost or fee;
- (d) assign a unique number for each television channels available on its Platform; and
- (e) the channel number once assigned to a particular television channel shall not be altered by the Operator without prior approval of the Broadcaster and TRAI. However, if the Broadcaster changes the genre or language of a Channel then the number assigned to such television channel shall be changed in order to place it with the channels of the new genre or language in the EPG.
- (f) shall display the name and MRP of all the Channels available on the Platform including the Channels opted by the Operator, in its electronic programme guide.

3.9. Logical Channel Numbering (LCN)

- (a) The Operator hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing channels on a genre basis while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Operator's Platform;
- (b) The Operator agrees and undertakes to maintain the same relative position (rank) for each and every Channel of the Broadcaster mentioned in the Agreement, in the respective genre list as well as in its all channels list. The Operator shall also ensure that it does not change the relative position of the Channels during the Term of the Agreement unless the same is approved by the Broadcaster in writing.
- (c) The Operator shall maintain all relevant records including the records pertaining to packaging, penetration, LCN of the Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to the Broadcaster.

**4. Monthly Subscription Fee, Incentive Scheme and Promotional Offer**

4.1. Monthly Subscription Fee:

The Operator shall be obligated to pay to the Broadcaster by the Due Date mentioned herein, the Monthly Subscription Fee for each month (or part thereof) during the Term, towards availing of the signals of the Channels on a monthly basis in connection with the Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet (as applicable) reported by the Operator for that particular month multiplied by the Operator Rate specified in Schedule A which shall be exclusive of all taxes and levies. 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 Schedule C.

4.2. For the purpose of calculation of Monthly Subscription Fee:

- (a) "Subscriber" shall mean, for any calendar month, each STB which is availing the Channel(s) and/or Bouquet(s) through the Operator.

- (b) “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 Schedule C.
- (c) The “Rate” shall mean either the MRP A-la-carte rate per applicable Channel per subscriber per month (“MRP of A-la-carte”) or the MRP rate of the Bouquet per subscriber per month (“MRP of Bouquet”) (as the case may be) as is set out in the Validation Form.
- (d) Any discounts or similar offerings provided by the Operator to the Subscribers in respect of the Channels, shall be at the sole cost and expense of the Operator.

4.3. Calculation of Monthly Subscription Fee

(a) **In case Operator avails one or more Channels on A-la-Carte basis:**

If the Operator 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 operator rate of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the Operator for that month for that particular Channel(s).

**Illustration:**

If Operator has opted for the SONY ENTERTAINMENT TELEVISION channel of the Broadcaster on A-la-carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is say 10000 subscribers for SONY ENTERTAINMENT TELEVISION channel, then the Monthly Subscription Fee payable by the Operator for that particular month for SONY ENTERTAINMENT TELEVISION channel will be calculated as:

MRP of SONY ENTERTAINMENT TELEVISION channel	Rs. 19.00/-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs. 3.80/-
Operator Rate payable to the Broadcaster	Rs. 15.20/-
Monthly Average Active Subscriber Level for SONY ENTERTAINMENT TELEVISION channel reported by Operator	10,000 subscribers
Monthly Subscription Fee for SONY ENTERTAINMENT TELEVISION channel for that month	<b>Rs. 1,52,000/-</b> (Rs. 15.20 x 10,000)

Note: The MRP and Monthly Subscription Fee mentioned in all the Illustrations are exclusive of applicable taxes and levies.

If the Operator offers the A-la-Carte Channel(s) as part of Operator Bouquet(s), then the Monthly Subscription Fee for each of the A-la-Carte Channels availed by the Operator, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte Channel(s) has been placed multiplied by operator rate of each channel(s).

**Illustration:**

If Operator has opted for SONY MAX channel on A-la-Carte basis and has placed SONY MAX channel in package “X” of the Operator. The Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for package X, then the Monthly Subscription Fee payable by the Operator for that particular month for SONY MAX channel will be calculated as under:

MRP of SONY MAX channel	Rs. 19.00/-
Less: Distribution Margin	Rs. 3.80/-

(i.e. 20% of MRP as defined herein above)	
Operator Rate payable to the Broadcaster	Rs. 15.20/-
Monthly Average Active Subscriber Level for Package X reported by Operator	10,000 Subscribers
Monthly Subscription Fee for SONY MAX channel for that month	<b>Rs. 1,52,000/-</b> (Rs. 15.20 x 10,000)

(b) **In case Operator avails one or more Bouquet(s) of Channels:**

The Monthly Subscription Fee payable by Operator to Broadcaster for such Bouquet(s) shall be equal to the operator rate of the Bouquet(s) payable to the Broadcaster multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the Operator for that particular month.

**Illustration:**

If Operator has opted for the Happy India 2026 Smart - Hindi (SPN0002026SH) and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for the Bouquet Happy India 2026 Smart - Hindi (SPN0002026SH) then the Monthly Subscription Fee payable by the Operator for that particular month will be calculated as under:

MRP of Happy India 2026 Smart - Hindi Bouquet (SPN0002026SH)	Rs. 58 /-
Less: Distribution Margin (i.e. 20% of MRP as defined herein above)	Rs.11.60 /-
Operator Rate payable to the Broadcaster	Rs. 46.40/-
Monthly Average Active Subscriber Level for Happy India 2026 Smart - Hindi (SPN0002026SH) reported by Operator	10,000 Subscribers
Monthly Subscription Fee for Happy India 2026 Smart - Hindi Bouquet (SPN0002026SH) for that month	<b>Rs. 4,64,000/-</b> (Rs.46.40 x 10,000)

(c) **In case an Operator avails one or more Channels on A-la-Carte basis and also opts for Bouquet(s) of Channel(s) not comprising of the Channels opted on A-la-Carte basis:**

- (i) For the channels opted on A-la-Carte basis, the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 4.3 (a) above.
- (ii) For Bouquet(s), the Monthly Subscription Fee payable by the Operator to the Broadcaster shall be calculated on the basis of Clause 4.3 (b) above.

- 4.4. The Monthly Subscription Fees shall be paid by the Operator to Broadcaster in Indian Rupees by: (i) demand draft/pay order/cheque drawn in favour of “Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)” or (ii) electronic wire transfer into the Broadcaster’s designated bank account, accompanied by documentary evidence certified by the Operator’s bank that the payment has been transferred to the Broadcaster’s designated bank account.
- 4.5. All payments received by Broadcaster from the Operator shall be on “first in first out” basis and shall be adjusted/credited to the invoice outstanding for the longest period. The Operator shall have no right to withhold or claim adjustment/set off Monthly Subscription Fees under this Agreement, for any reason whatsoever including but not limited to by virtue of any alleged loss of Subscribers, counterclaim against Broadcaster etc.
- 4.6. Payment of the Monthly Subscription Fee and all other payments under this Agreement, by the Operator to the Broadcaster, shall be subject to deduction of any withholding tax/TDS at the prescribed statutory rate in accordance with the provisions of the Indian Income Tax Act, 1961 as amended from time to time. The Operator shall provide tax withholding certificates to Broadcaster within such period as specified in the Income Tax Act/Rules/Notifications/Circulars issued there under.

The Parties agree to be bound by the Goods and Services Tax (“GST”) related provisions:

1. For the purpose of this Agreement, the Broadcaster’s “Bill From” address and GST registration number(s) have been specified in Schedule B hereto.
2. For the purpose of this Agreement, the Operator’s “Bill To” address and GST registration number have been specified in Schedule B hereto.
3. The Operator may use the HSN/ SAC provided by Broadcaster or adopt a different HSN/ SAC as per their interpretation. However, the Operator acknowledges that in either case, Broadcaster shall not be held responsible or liable for any liability that arises on account of dispute related to HSN/ SAC classification.
4. In connection with the Monthly Subscription Fee payable to the Broadcaster, the following additional clauses would apply:
  - (a) The Monthly Subscription Fee payable shall be exclusive of Indirect taxes/GST.
  - (b) In cases where the Operator procures the Channels for its multiple premises, monthly Subscriber Reports for each such premises would be separately provided by the Operator.
  - (c) The Monthly Subscription Fee shall also be subject to deduction of applicable TDS (under Income tax and GST law as well). The Operator shall also furnish a certificate to the Broadcaster against such deduction within specified time lines.
  - (d) At the time of payment of the entire Monthly Subscription Fee to the Broadcaster, the Operator shall inter alia mention (a) that the payment is towards the Monthly Subscription Fee; (b) the Invoice details against which such payment is made. The Operator agrees and confirms that notwithstanding anything contained in this Agreement, in the event the Operator is paying partial Monthly Subscription Fees and /or if there are any outstanding amounts payable by the Operator to the Broadcaster, then the Broadcaster is entitled to adjust the payments received from the Operator on “first-in first-out basis”; and (c) Amount of payment along with TDS deducted thereon (such as GST, TDS and/ or Income tax TDS).
  - (e) The Operator acknowledges that in case where any advance Monthly Subscription Fee paid by the Operator is required to be refunded by the Broadcaster due to any reasons, amount of GST paid by Broadcaster would be refunded only when Broadcaster receives refund of such GST from the Government.
  - (f) In the event there is any change in the amount of Monthly Subscription Fee, the Broadcaster shall issue GST compliant supplementary invoice, debit/ credit note (as the case may be) or any other document in this regard along with applicable GST / reversal of GST to the Operator (as the case may be). Operator would be responsible to reverse input tax credit where such document is issued and should not dispute such amount.
5. For the purposes of this Agreement and basis the information/documents provided by the Operator, the Broadcaster shall charge the applicable rate of GST.
6. In case the Operator is eligible for any exemption or lower rate of tax, the Operator is responsible to provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates before supply of signals is made. In absence of this, no tax exemption/ lower rates would be extended.
7. The Parties acknowledge that in case of any incorrect / incomplete or any type of non-compliance at its end (defaulting Party) because of which a demand is raised by the tax authorities on the other Party (non-defaulting Party), the defaulting Party shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the non-defaulting Party. In the event the Operator had executed an agreement with Broadcaster prior to this Agreement under which Operator owes any outstanding sums to Broadcaster, the Operator is hereby obligated and liable to make payments of entire such outstanding sums promptly (and in any event no later than five (5) days of the Operator signing this Agreement) failing which the Broadcaster reserves the right to terminate this Agreement at any time by providing a prior Disconnection Notice.

#### 4.7. Incentive Scheme

The Broadcaster offers incentive to the Operator as per the New Regulatory Framework, which are detailed in Schedule A1. It is clarified that the Operator shall be eligible for the Incentive Scheme of the Broadcaster in relation to the Channel(s) availed on A-la-carte by the Operator, subject to the Operator, (i) at the time of signing the Agreement specifically selecting the Incentive Scheme; (ii)

fulfils the requisite criteria which are explained and elaborated in Schedule A1 (“**Incentive Scheme**”); and (iii) being in full compliance with the terms of this Agreement. For avoidance of doubt, it is hereby clarified that the Incentive Scheme is optional and the Operator is under no obligation to opt for any of the incentive options of the Incentive Scheme to avail the Broadcaster’s Available Channel(s). In the event the Operator chooses to opt for / avail any of the incentive options of the Incentive Scheme as mentioned in **Schedule A1**, the Operator will have to comply with all the conditions stipulated in the respective incentive option to be eligible for getting incentive under the Incentive Scheme.

4.8. Broadcaster’s Promotional Offer(s)

The Broadcaster reserves its rights and shall be entitled to launch Promotional Offer(s), as per Applicable Law. The Operator may opt for such Promotional Offer(s) by sending a written request (email permitted) to the Broadcaster. Such Promotional Offer(s) shall be deemed to be an integral part of this Agreement and shall be valid and operational only as per the terms mentioned in the respective Promotional Offer(s).

4.9. The Operator agrees that Broadcaster shall be entitled to withhold and/or set-off (if permissible by the Applicable Laws) all amounts / monies payable by Broadcaster [or its group company or Affiliates], under any agreement / arrangement with the Operator [or any of its group company or Affiliates] (“**Set-Off Sums**”) against any outstanding dues of the Operator under this Agreement (“**Outstanding Dues**”).

4.10. For clarity, terms “Outstanding Dues” and “Set-Off Sums” as used herein shall mean to include but not be limited to all consideration, fees, compensation, reimbursements, refunds, cost, expenses and/or any other amount not set forth herein, payable (i) to Broadcaster [or its group company or affiliates]; or (ii) by Broadcaster [or its group company or affiliates], respectively.

4.11. The Operator agrees that all costs, expenses, liabilities, penalties, etc. including any tax implications arising from the aforesaid set-off shall be borne by the Operator.

4.12. Notwithstanding, in case of any conflict between the understanding in relation to set-off captured under this Agreement and any other arrangement / agreement between Broadcaster [or its group company or Affiliates], and the Operator [or its group company or Affiliates], the provisions of this Agreement shall prevail to the extent of such conflict.

## 5. **Payment Terms**

5.1. The Monthly Subscription Fee shall be paid by the Operator in arrears within fifteen (15) days from receipt of invoice/provisional invoice (as the case may be) (the “**Due Date**”) which shall be raised by Broadcaster on the basis of a detailed Subscriber Report to be submitted by the Operator to Broadcaster, in accordance with Clause 5.3 below.

5.2. The Operator shall pay the Monthly Subscription Fee on or before the Due Date without any deduction except deduction of TDS/withholding tax in accordance with Clause 4.6. Broadcaster shall have a right to charge interest at a monthly rate of 18% on the outstanding Monthly Subscription Fee from the date the same is due till payment and realization. The imposition and collection of interest on late payment of Monthly Subscription Fees does not constitute a waiver of the Operator's absolute obligation to pay the Monthly Subscription Fees by the Due Date.

5.3. Within seven (7) days of end of each month during the Term, the Operator shall provide the Subscriber numbers, recorded four times in a month as specified in Schedule C for each of the Channels opted by the Operator, both for A-la-carte and Bouquet(s) offerings of the Broadcaster (“**Subscriber Report**”), based on which Broadcaster shall raise an invoice for the Monthly Subscription Fee on the Operator. In case the Operator fails to send the Subscriber Report within the stipulated period of seven (7) days, Broadcaster shall have a right to raise a provisional invoice (“**Provisional Invoice**”) and the Operator shall be obligated to pay the Monthly Subscription Fee on the basis of such Provisional Invoice. However, it is agreed by Broadcaster that the Provisional Invoice shall be for an amount increased by ten percent of the Monthly Subscription Fee payable by the Operator for the immediately preceding month provided that the Operator shall provide the

Subscriber Reports at the earliest and ensure that the reconciliation for the Provisional Invoices and actual payment on the basis of submitted (albeit late) or revised Subscriber Reports shall be conducted within three months from the date of issue of such Provisional Invoice. In such an event the Broadcaster shall have an option to levy an additional charge whereby the Operator shall be liable to pay to the Broadcaster an amount equivalent to previous three months' invoice amount towards additional penalty charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Subscription Fee for non-submission / inaccurate Subscriber Report.

- 5.4. Nothing contained herein, amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels, as per Applicable Law.
- 5.5. All Monthly Subscription Fee payments hereunder are exclusive of all applicable indirect taxes including but not limited to GST. All such taxes shall be at the Operator's cost and will be charged at the prevailing rates by Broadcaster to the Operator.
- 5.6. The Operator shall make payment of the Monthly Subscription Fee as per the terms of this Agreement without making any deductions or adjustments, of any nature whatsoever, including but not limited to any alleged dues claimed by the Operator or its Affiliates from the Broadcaster.
- 5.7. In order to avail incentive(s) (as enumerated in Schedule A1 hereto), the Operator shall: (i) be in compliance with the terms of this Agreement; (ii) meet the incentive qualifying parameters; (iii) Fails to submit the Incentive Qualifying Reports in the prescribed format on or before the Incentive Qualifying Report Deadline and (iv) there is no discrepancy in the Monthly Subscriber Report(s) and or the Incentive Qualifying Report (defined herein). Pursuant to said compliances, the Operator shall share the Incentive Qualifying Reports (as defined in Schedule C hereto) for calculation of the opted incentives along with the Subscriber Reports, not later than 15 days from the date of submission of such Subscriber Reports ("**Incentive Qualifying Report Deadline**"). Subject to eligibility, Broadcaster shall intimate (emails permitted) the Operator of the entitled incentive value ("**Eligible Incentive Value**") within 15 days from the receipt of correct/error-free Incentive Qualifying Report. Within seven days of receipt of the Eligible Incentive Value, the Operator shall raise a valid and correct invoice(s) (preferably digitally signed) on the Broadcaster, in accordance with the applicable GST laws towards the Eligible Incentive Value on the Broadcaster within 7 days from date of receipt of said intimation from the Broadcaster ("**Incentive Invoice Deadline**"). The Operator's invoice towards such Eligible Incentive Value shall refer to the Goods and Service Tax Identification Number (GSTIN) of the Broadcaster which is included in the Broadcaster's invoice raised towards the Monthly Subscription Fee payable by the Operator. The Eligible Incentive Value shall be paid by Broadcaster to the Operator within fifteen (15) days of receipt of valid invoice from the Operator as set out herein above (or adjusted as more specifically stated in Clause 5.9 hereinbelow, subject to Operator making payment of the Monthly Subscription Fee to Broadcaster set out in Clause 5.1 above for the relevant month. In the event the Operator defaults in providing the Incentive Qualifying Reports and/or incentive invoice(s) so as to enable Broadcaster to ascertain and process the Eligible Incentive Value, the Operator shall not be entitled to the incentives unless the Operator provides the same within three (3) months from the Incentive Qualifying Report/Incentive Invoice Deadline (as the case may be) and no claims from the Operator shall thereafter be entertained and the Operator shall be deemed to have waived off its right to claim incentive under the Agreement. For avoidance of doubt, it is hereby clarified that nothing contained in this Clause shall have any bearing on the Operator's obligation to pay the Monthly Subscription Fees to Broadcaster as stated herein above and the Operator shall be required to pay the Monthly Subscription Fees as stated therein.
- 5.8. The Eligible Incentive Value payable by Broadcaster to the Operator in respect of incentive shall be subject to deductions of all applicable taxes.
- 5.9. If the Broadcaster finds discrepancies in the invoice(s) raised by the Operator towards the incentive, the Broadcaster shall have the right to reject such invoice(s) and communicate the same to the Operator. The Operator shall thereafter furnish the correct invoice(s) immediately to the Broadcaster. Notwithstanding, the Broadcaster shall at its sole discretion adjust the amount payable against such incentive amount(s) from the outstanding Monthly Subscription Fee(s) payable by the Operator to the Broadcaster.

- 5.10. The Operator shall issue tax invoice in the format and containing all information required to be mentioned therein under provisions of law currently applicable or introduced in future. Broadcaster will not be liable to pay any taxes if the same is not charged in the appropriate manner on the invoice issued under this Agreement. Further, Operator undertakes to pay taxes charged and collected from Broadcaster to the credit of appropriate Government and also comply with other provision related to reporting of such taxes in appropriate form and time as per applicable provision of law. If at any time credit for taxes charged and collected by Operator is denied to Broadcaster or payment of taxes is sought from Broadcaster due to, but not limited to, issuance of deficient invoice or default in payment of taxes or non-compliance of applicable laws and regulations by Operator, Operator shall indemnify Broadcaster against any such denied credits or taxes recovered as well as any interest and penalties imposed on Broadcaster in this regard.
- 5.11. In due compliance of its obligations, Operator shall remit the GST so charged (if any) from Broadcaster, subject to a valid invoice / debit note, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTIN platform, which enables Broadcaster to claim timely credit (i.e., in its GST return for the month in which the invoice / debit note is raised on Broadcaster) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to Broadcaster under its appropriate GST registration under applicable laws for non-payment of taxes charged to Broadcaster or on account of any non-compliance (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government)/ incorrect submission of information on the GSTIN platform), then the Operator shall rectify the said non-compliances/errors to ensure that Broadcaster gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Operator as above, then Broadcaster shall have the right to set off such shortfall against the subsequent payments of the Eligible Incentive Value to the Operator or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the Operator.
- 5.12. The Operator shall nominate a person who will be single point of contact for Broadcaster for all communication regarding any discrepancy on GSTIN reporting by Operator. If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under this Agreement, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.
- 5.13. As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.
- 5.14. In accordance with the Applicable Laws, the Broadcaster shall have the right to audit the addressable systems, CAS, SMS and other related systems of the Operator by an Empanelled Auditor to verify the Operator's compliance of its obligations, declarations, representations and warranties under this Agreement including but not limited to the accuracy and validity of the monthly Incentive Qualifying Reports submitted by Operator to Broadcaster for availing incentive hereunder.

## 6. Subscriber Reports

- 6.1. The Operator shall maintain, at its own cost, SMS which shall be fully integrated with the CAS. The Operator warrants that any activation or de-activation of Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.
- 6.2. The Operator shall provide to Broadcaster complete and accurate number of Subscribers of the Channel(s) in the Subscriber Reports and the tier and/or bouquets in which the Channels are included, within seven (7) days from the end of each month in the format provided by Broadcaster enclosed herewith as **Schedule C** together with such other information as Broadcaster may require for determining the Monthly Average Active Subscriber Level and the Monthly Subscription Fee.
- 6.3. The Subscriber Reports provided by the Operator to Broadcaster in accordance with Clause 6.2 shall be system generated only through SMS and must be in a non-editable format and a 'pre-defined

read only format'. Further, the Subscriber Report shall be in a PDF format which cannot be manually edited and shall specify all information required to calculate the Monthly Average Active Subscriber Level (including the number of Subscribers for each of the Channel and each bouquet in which a Channel is included) and the Monthly Subscription Fees payable to Broadcaster. In case the Operator opts for any of the Incentive Scheme all the required details in the format as required by the Broadcaster shall be provided by the Operator to the Broadcaster in and / or along with the Subscriber Reports.

- 6.4. The Subscriber Reports shall be signed and attested by an authorized officer of the Operator of a rank not less than Head of Finance /Chief Financial Officer or any person duly authorized by the Operator who shall certify that all information in the Subscriber Report is true and correct. The Operator acknowledges that the timely submission of the Subscriber Reports in accordance with the provisions hereof is material to Broadcaster.
- 6.5. The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by Applicable Law) sufficient records to enable Broadcaster to verify and ascertain the: (i) veracity of the Subscriber Reports submitted by the Operator, and (ii) payments due by the Operator to Broadcaster.

## 7. Equipment

### 7.1. Procurement of Equipment

- (a) IRDs/PIRDs used for decoding the signals of the Channels, details of which are specified in the Hardware Form, shall either be provided by Broadcaster to the Operator or procured by the Operator directly from the market at its own cost. The IRD and / or Viewing Card (for IRD and / or PIRD),and/or CAM (for PIRD) shall always be provided by the Broadcaster to the Operator and shall at all times remain the property of the Broadcaster (“**Equipment Policy**”).
- (b) Where the IRDs/PIRDs are procured by the Operator directly on its own from the market, the Operator shall ensure that the same meets the technical and other parameters, as may be notified by Broadcaster. The Operator shall at all times be responsible for proper functioning, repairs, replacement or maintenance of such procured IRDs/PIRDs.
- (c) In the event the Operator requests in writing, Broadcaster may supply or cause to supply the IRDs / PIRDS to the Operator in accordance with the current policy of Broadcaster.
- (d) Broadcaster may in its sole discretion require the Operator to make the following payments against delivery of the Equipment:
- (i) Processing Fee: Broadcaster may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Channel, in accordance with the Equipment Policy.
- (ii) Replacement Fee: In case the Operator requires replacement of any defective Equipment, the Operator shall pay a non-refundable service charge per IRD / PIRD or per VC/CAM, as the case may be, for one-time replacement. The said service charge amount shall be intimated by Broadcaster based on the nature of defect in the IRD / PIRD or VC/CAM as the case may be.
- (iii) Maintenance Fee: This fee shall be charged to the Operator on annual basis at the sole discretion of the Broadcaster, in connection with the maintenance contract for maintaining the Equipment(s) so provided by the Broadcaster.
- (iv) Courier/Taxes: The Operator shall be liable and shall pay the courier charges, taxes and other applicable levies and transportation charges for the Equipment.
- (e) It is expressly agreed between the Parties that if within fifteen (15) days from the date of dispatch of the Equipment to the Operator by Broadcaster, the Operator does not intimate Broadcaster

the receipt or non-receipt of the Equipment then it shall be deemed that the Operator has received the Equipment.

- 7.2. Broadcaster may require the Operator to pay a refundable security deposit (the "**Security Deposit**") before Broadcaster delivers the Equipment to the Operator. The Security Deposit, if not received separately on or before the date of execution of this Agreement, shall first be adjusted from the Monthly Subscription Fee paid by Operator and only after the same is fully adjusted, the balance amount shall be apportioned towards the Monthly Subscription Fee and the balance/outstanding Monthly Subscription Fee shall remain due and payable. Upon the return of the Equipment to Broadcaster by the Operator, Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover damages to the Equipment (if any), which cost shall be determined by Broadcaster in its sole discretion and such refund shall be pursuant to adjustment of any outstanding Monthly Subscription Fee payable by the Operator to the Broadcaster under the Agreement. Further, in the event, the Operator fails to return the Equipment as provided by the Broadcaster, the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD / PIRD, Viewing Card and or CAM to Broadcaster for the period during which the default continues.
- 7.3. The Broadcaster makes no representation or warranty as to the capabilities of the Equipment provided by it to the Operator and the Equipment shall be provided on "as is where is" basis. Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such Equipment. However, in the event such Equipment require repair or replacement, the Operator may send a written request (email permitted) to Broadcaster and Broadcaster shall endeavour to have the Equipment repaired or replaced at Broadcaster's sole discretion, in accordance with the Broadcaster's Equipment Policy. All Equipment provided by Broadcaster to the Operator shall be packed as per the standard packaging protocol and returned to the Broadcaster as directed by Broadcaster immediately upon expiry or prior termination of the Agreement or discontinuation of any of the Broadcaster's Channel(s) or in connection with the Operator's request for replacement of the faulty Equipment with a new one (as the case may be).
- 7.4. The Operator undertakes and covenants that each Equipment provided by Broadcaster to the Operator:
- (a) shall be kept at a secure location approved by Broadcaster in writing (email permitted) and the same shall not be moved from the installation address as specified in Hardware Form. The Broadcaster and/or its authorized agents shall be entitled and have the right at any time to enter the installation address to verify the presence of, and to inspect and test, each Equipment at the installation address. In the event any Equipment is missing, Broadcaster will be entitled to take appropriate action in law, including criminal action, to recover such Equipment. Further, in the event any Equipment is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator shall immediately inform Broadcaster of the same, with a copy of the relevant report lodged with the concerned law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of such Equipment, including but not limited to legal action in a court of law. The Operator agrees and confirms that all costs and expenses incurred or to be incurred for the recovery of the Equipment shall be borne solely by the Operator. In case such Equipment is not recovered latest by the expiry of the Term or effective date of termination (whichever is earlier), then the cost of such Equipment shall be adjusted by the Broadcaster against the Security Deposit and the Broadcaster shall be entitled to receive the balance amount (if any) towards the Equipment from the Operator .
  - (b) shall not be opened, tampered with and / or reverse engineered, in any manner whatsoever. In the event that the hologram seal affixed on the Equipment is tampered while the Equipment are in the possession of the Operator, then the Broadcaster shall be entitled to suspend the delivery of the signals of the Channels (after complying with the Applicable Laws) without any liability, of nay nature whatsoever. In such a scenario the delivery of the Channels shall be restored only at Broadcaster's discretion and subject to Operator paying a non-refundable reactivation fee of Rs. 5,000/- (Rupees five thousand only) per Channel or higher as per the Equipment Policy for each such event of suspension. The Operator acknowledges that the reactivation fee is not a penalty but a reasonable cost to be incurred by Broadcaster for the restoration of the Channels after suspension. If the seal of the Equipment is found to be broken, the Broadcaster may take

back possession of the Equipment and forfeit the Security Deposit and be entitled to recover the balance cost, if any, from the Operator. The Operator agrees to use the Equipment only in accordance with the technical specifications established by the manufacturer of the Equipment;

- (c) shall not be sold, assigned, pledged or otherwise transferred, in any manner whatsoever, to any third party and/or transferred to any other location in breach of this Agreement;
  - (d) shall be packed as per the standard packaging protocol and returned forthwith to Broadcaster in the event the Operator merges or amalgamates with another entity or ceases to operate its Platform;
- 7.5. The Operator understands that mere possession of the Equipment and making all payments relating to it does not guarantee access to the Channels, unless the Operator adheres to the other clauses outlined in the Agreement;
- 7.6. In the event the Operator fails to pay the Monthly Subscription Fees and/or upon expiry or termination of the Agreement, the Operator shall be obligated to immediately return the Equipment and / or the Broadcaster shall be entitled to take back the possession of the Equipment from the Operator and deactivate the Viewing Cards;
- 7.7. In order to recover possession of the Equipment from the Operator, the Operator shall ensure that the authorized personnel of Broadcaster are provided with unobstructed access to the premises of the Operator where the Equipment are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of Broadcaster visit the premises during normal office hours.

## 8. Anti-Piracy

- 8.1. The Operator shall not allow unauthorized taping or receipt of the Channels. The Operator shall not authorize, cause or suffer any portion of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for linear distribution by Operator at the time the Channel(s) is made available. The Operator shall not authorize or permit infringement of any copyrighted material exhibited on the Channel(s), or use the rights granted to it under this Agreement for any unlawful purpose.
- 8.2. In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "**Piracy**"), the Operator shall, prior to the commencement of the Term and at all times during the Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the Platform, conditional access delivery, content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures (hereinafter collectively referred to the "**Security Systems**") as may be specified in a non-discriminatory manner hereunder or in writing, from time to time, by Broadcaster.
- 8.3. To ensure the Operator's ongoing compliance with the security requirements as set out in this Agreement, Broadcaster may require technical validation/audit ("**Technical Validation**") to be conducted by Empaneled Auditor, at Broadcaster's cost and expense. If the results of any Technical Validation are not found to be satisfactory by either the Operator or Broadcaster, then Operator shall work with Broadcaster in resolving this issue in the next fourteen (14) business days. Operator shall, if required, forthwith resort to appropriate remedial measures, by way of adopting appropriate state of the art or next generation technology that shall improve the accuracy and efficacy of the Security Systems. If a solution is not reached to Broadcaster's satisfaction by the end of said 14<sup>th</sup> day then, Broadcaster may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to Broadcaster's satisfaction. The Operator shall bear the cost and expense of any subsequent technical audit to verify that the systems, procedures and security measures have been corrected by the Operator to Broadcaster's satisfaction. For avoidance of doubt, Technical Validation is not an Audit as per clause 9 and/or Regulation 15 of the Interconnect Regulations, 2017 as amended from time to time and conduct of this validation shall not in any way

be construed as Broadcaster caused Audit.

- 8.4. For every Technical Validation referred to above, Operator shall make available all the data, records, systems information and details for validation by Empaneled Auditor along with Broadcaster's authorized representatives on reasonable notice to the Operator, during normal business hours during the term of the Agreement and for 1 (one) year after expiry / termination of this Agreement. Provided further that neither Broadcaster's acceptance of any such information nor payment for any deficiency or Broadcaster's validation of the Operator's records or accounts shall prevent Broadcaster from later disputing the accuracy or completeness of any payment made or information supplied by the Operator. The Operator undertakes to provide and cause to provide access to all offices, head ends, control room and other locations (of the Operator and, or, any of its sub operator) for any such validation by Broadcaster or its representatives.
- 8.5. The Operator shall deploy Fingerprinting mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed/transmitted through its Platform at least once every 10 minutes on 24 x 7 x 365 basis. The Operator undertakes to initiate the Fingerprinting, as and when requested by the Broadcaster, and in the event if piracy is detected.
- 8.6. The Operator shall comply with all content protection measures that may be specified by Broadcaster from time to time and shall report compliance to Broadcaster in a timely manner as may be required and specified by Broadcaster. The Operator shall also allow Broadcaster full access to systems and controls, for Broadcaster to be satisfied that the Operator is fully compliant with such content protection measures.
- 8.7. If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channel(s) for any other purpose, the Operator shall immediately notify Broadcaster and the Operator shall switch off the concerned STB to prevent such unauthorized use. However, use of a STB with the Recorder facility which has been supplied to the Subscribers by the Operator shall not be treated as unauthorized use; provided (a) such Recorder facility in the STB complies with the terms of this Agreement; (b) such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber, and (c) the Subscriber uses it strictly for non-commercial use and personal consumption.
- 8.8. If so instructed by Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized Subscriber indulging in Piracy, within ten minutes from the time it receives such instruction from Broadcaster. Any communication under this Clause shall be considered as valid information only if the information is sent through official e-mail of a designated officer of Broadcaster. However, such foregoing information may even be provided by designated officer of Broadcaster through other means of communications such as text messages (via SMS or WhatsApp) , and the said information shall later be confirmed by Broadcaster through e mail and the Operator shall be under an obligation to act upon such information relating to Piracy and switch off the concerned STB.
- 8.9. In such instances where the Operator is the only party that is allowed to initiate legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the Operator agrees to grant necessary rights to Broadcaster to initiate legal action. In the event Broadcaster cannot initiate such legal action, against an unauthorized party, for want of locus standi, the Operator agrees to initiate the same. In all cases where legal action is initiated by Broadcaster, the Operator agrees to provide Broadcaster with all the necessary/required assistance. The cost for all such litigation shall be borne/reimbursed by the Operator
- 8.10. In addition to the above, the Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule D.

## 9. Audit of Operator Systems

- 9.1 The Operator shall during the Term, cause Audit of its subscriber management system ("**SMS**"), conditional access system ("**CAS**") and other related systems (collectively "**Systems**") by an Empanelled Auditor, to verify the (a) Operator's compliance of its obligations, declarations, representations and warranties under this Agreement; and / or (b) the accuracy and validity of the

Monthly Subscriber Reports submitted by the Operator to the Broadcaster. The Audit caused by the Operator under this Clause 9 shall be in accordance with the timelines specified under the Applicable Laws. The Operator shall give 30 days' prior written notice to the Broadcaster at [audit.report@setindia.com](mailto:audit.report@setindia.com) or any other email address as may be informed by the Broadcaster before causing the Audit of its Systems in accordance with this Clause 9. The Operator shall share the Audit Report generated by an Empanelled Auditor to this effect with the Broadcaster at [audit.report@setindia.com](mailto:audit.report@setindia.com) or any other email address as may be informed by the Broadcaster as per Applicable Laws.

- 9.2 In the event, the Broadcaster intends to cause any change in the configuration or in the version of the Systems of the Operator after issuance of the Audit Report by the Empanelled Auditor, the Operator shall notify the Broadcaster within seven (7) days of such change. The Operator further agrees that on such intimation, the provisions of this Clause 9 shall also extend to the new Systems. If during the Audit it is revealed that the Operator has not informed the Broadcaster about any change or replacement of the existing SMS or CAS or in case where the Operator has deployed and is utilizing one or more SMS or CAS which were not disclosed by the Operator to the Broadcaster at the time of such additional SMS or CAS deployment or at the time of execution of this Agreement, as applicable then the same shall be considered as a violation of this clause and amount to material breach of this Agreement.
- 9.3 In the event that the Broadcaster is not satisfied with the Audit Report received from the Operator or, if it is of the opinion that the Systems being used by the Operator and/ or proposed to be used by the Operator do not meet the requirements specified in the Audit Manual and / or the Interconnection Regulations (as applicable), the Broadcaster shall be entitled to take appropriate measures as per the Audit Manual and / or the Interconnection Regulations (as applicable).
- 9.4 In the event, the Operator (i) fails to provide the Audit Report in accordance with the Applicable Laws and / or (ii) fails to permit the Broadcaster to conduct an Audit of its Systems in accordance with the Applicable Laws, the Broadcaster shall be entitled to withhold the applicable Incentive and/or revoke the Incentive, if already availed by the Operator forthwith, as applicable.
- 9.5 In the event an Audit Report, reveals that the Systems are not in conformity with requirements specified in the Audit Manual and/ or the Interconnection Regulations (as applicable), due to which, an additional amount is payable by the Operator to the Broadcaster, the Operator shall, within 15 (fifteen) days from the date of intimation by the Broadcaster, pay the additional amount to the Broadcaster, along with interest at the rate of interest mentioned in clause 5.2 above. If the additional amount payable by the Operator to the Broadcaster under this clause including interest, exceeds the amount reported by the Operator for such period of Audit by two (2) percent or more, the Operator shall bear all the expenses related to the Audit. Further, the Operator shall immediately take all necessary actions to rectify the errors so as to ensure that the Audit Report for subsequent period are true and accurate.
- 9.6 Notwithstanding the aforesaid, if the Broadcaster proposes to conduct the Audit of the Systems of the Operator in accordance with the Applicable Laws, the Operator shall extend full and timely cooperation to the Broadcaster and/ or the Empanelled Auditor.
- 9.7 The Operator shall offer necessary assistance and cooperation to Empanelled Auditors including granting necessary access required to the Operator's Systems and facilities including but not limited to headend, SMS, CAS, IT systems, other related systems, making available all the unedited data (including logs, reports) of its Systems for the entire period in order to validate compliance of the Operator's Systems with the Audit Manual and /or TRAI Regulations including but not limited to anti - piracy obligations and content protection measures. The Operator shall also provide documents as may be required by the Empanelled Auditors so as to enable the Empanelled Auditors to carry out complete and meaningful Audit. The Operator shall provide Empanelled Auditors with free ingress and egress from the premises where such Audit is conducted. The Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the Empanelled Auditors at any stage during the Audit. The Empanelled Auditors shall own and possess all working data including logs. Further, the Empanelled Auditors shall be free to decide and devise the methodology and the manner for

conducting the Audit so that a meaningful Audit can be conducted and completed in a time bound manner.

9.8 In the event, a breach of the Agreement has been discovered during the course of such Audit, the 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 take them off the premises of the Operator and the Operator agrees to extend cooperation in this regard. In addition to the various rights and remedies as may be available under law, any breach by or on the part of the Operator with regards to the above covenants in this entire clause 9 shall be construed as material breach of this Agreement causing substantial loss to the Broadcaster. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under Applicable Laws as set out above, the Operator shall be liable to pay the Broadcaster, fair pre-estimated damages equal to Subscription Fee payable by the Operator to the Broadcaster for each day of default calculated on a pro-rata basis and any other damages as may be determined by the Broadcaster, to compensate the Broadcaster.

9.9 It is hereby agreed between the Parties that if an IPTV Operator uses DRM in place of CAS, then all the provisions applicable to CAS as set out in this Agreement and Applicable Laws shall ipso facto apply to DRM.

## **10. Representations and Warranties**

10.1. The Operator represents, covenants, warrants and undertakes to Broadcaster as follows:

- (i) it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder;
- (ii) by executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party;
- (iii) it has the appropriate net worth, necessary infrastructure including office, support staff and the equipment for running the Platform smoothly and efficiently and discharging its entire obligations under this Agreement;
- (iv) it shall at all times abide by the Applicable Laws;
- (v) it shall duly inform Broadcaster in the event of any changes or termination in its registration/license and/or any change in its Systems;
- (vi) the STBs, CAS/DRM and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs, installed CAS microchip used by the Subscribers and the content protection systems shall prevent digital output copying or any other unlawful usage
- (vii) it shall provide the accurate Subscriber Reports and make timely payment of the Monthly Subscription Fee together with applicable taxes; on or before the Due Date and other payments due and payable by the Operator to the Broadcaster. Timely payment of the amounts under this Agreement by the Operator to the Broadcaster shall be the essence of this Agreement,
- (viii) it shall not retransmit the Channels via any medium other than the Operator's Platform;
- (ix) it shall provide 10 STBs to the Broadcaster (for which Broadcaster shall pay applicable charges) for every Channel distributed by the Operator for monitoring Piracy;
- (x) it shall maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily

- transmission schedule, and shall immediately notify Broadcaster of any degradation to signal of any of the Channels;
- (xi) it shall ensure that EPG functionality, user interface and on screen display ("**OSD**") appears at the Subscriber's option, provided such interface appears at the bottom part of the screen and does not cover more than 10 % of the television screen size and does not obscure the programmes on the Channels;
  - (xii) it undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channels and shall immediately notify Broadcaster of any unauthorized copying, taping or use of any part of the Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease;
  - (xiii) the content stored in the PVR or DVR shall always be encrypted and shall not be capable of transfer to and/or play on other devices;
  - (xiv) it shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Channels;
  - (xv) it shall not discourage in any manner whatsoever the Subscribers and/or general public at large from not subscribing to the Channel(s) and/or it shall not engage in any kind of negative marketing/advertising/running scrolls that may discourage the Subscribers and/or general public at large from subscribing the Channel(s);
  - (xvi) it shall not modify, misuse or tamper with the Equipment including the seal (paper or holographic seal to prevent opening of the Equipment) or any signals emanating therefrom in a manner whatsoever, that prevents the correct identification of the Equipment by their original identification code or interferes with the signals emanating therefrom;
  - (xvii) it shall keep the Equipment in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster in the event of any mechanical/technical fault in the Equipment;
  - (xviii) it undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify Broadcaster against any default or non-payments in this regard;
  - (xix) upon expiry/termination of the Agreement, it shall return to Broadcaster the Equipment in good working condition and pay to Broadcaster all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination;
  - (xx) it further ensures that the Channels shall only be activated through DAS STB which meets the specifications prescribed by Bureau of Indian Standards ("**BIS**");
  - (xxi) once the Channels are included in a Bouquet, the Operator shall not stop exhibition of the Channels without strictly following the procedure prescribed for changing the composition of the Bouquet under QoS Regulations and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the Operator (if any);
  - (xxii) it shall allow distinct choice of A-la-carte and Bouquets of Channels to each television connection or set top box in a Multi TV Home.
  - (xxiii) it shall comply and remain fully compliant with the terms of this Agreement at all times during the Term;
  - (xxiv) it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees as stipulated by TRAI/Applicable Laws, as a precondition to receive the signals of the Broadcaster;

- (xxv) 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 that 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;
- (xxvi) It is financially solvent and is capable of discharging its payment obligations under this Agreement; and
- (xxvii) It shall not discontinue carrying the Channel(s) (either on A-la-carte, as part of Bouquet and / or Operator's Bouquet)-on its Platform unless the requirement as regards the discontinuation threshold for a television channel as prescribed in Schedule VIII of Regulation 4(8) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 as amended by the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) (Second Amendment) Regulations, 2020 and or other requirements in the New Regulatory Framework; is fulfilled by the Operator.
- (xxviii) The Operator hereby agrees to read, understand and comply with the Broadcaster's code of conduct as updated from time to time, and located at <https://www.sonypicturesnetworks.com/compliance>. The Operator further agrees to report to CME about any form of corruption (including but not limited to bribery, money laundering etc), or any other unethical and/or suspected behavior that may impact the Broadcaster in any manner during the Term of this Agreement.

#### 10.2. Other Obligations of the Operator

- (i) The Operator shall intimate the Broadcaster promptly in writing regarding the proposed merger, de-merger, amalgamation, consolidation, reorganization, joint venture, corporate restructuring or any other business arrangement involving the Operator or any change of control/management or acquisition of majority stake or controlling stake of the Operator by any other entity or acquisition by the Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the Operator's assets and/ or purchasing by the Operator of the whole or a substantial portion of the assets of another entity. In the event of the aforementioned scenarios, the Broadcaster reserves its right to deactivate the signals of the Channel(s) to Operator's network, as per Applicable Laws.
- (ii) If the Operator merges with, acquires or is acquired by a competing distribution platform operator operating in the Authorised Area ("**Competing Platform**") and the Channels are not carried on the Competing Platform. Following such merger, acquisition the Competing Platform carries the Channel(s) pursuant to this Agreement or the Operator distributes the Channel(s) also to the subscribers of the Competing Platform, the Operator or the successor company shall be obligated to pay the Broadcaster the Monthly Subscription Fee from the effective date of the merger / acquisition, on the basis of this Agreement, basis the revised subscriber base of Operator and the Competing Platform or the successor company/affiliates/joint ventures/networks (as the case maybe).
- (iii) If the Operator merges with, acquires or is acquired by a Competing Platform and the Channel(s) are carried on Platform and the Competing Platform, then the Monthly Subscription Fee payable by the combined entity / platform shall be in accordance with the respective agreements of the Operator and Competing Platform with the Broadcaster, prior to such merger/ acquisition, till a fresh agreement is entered into with the Broadcaster for the combined entity.
- (iv) Notwithstanding what is stated herein above, the Operator agrees that it shall not make the signals of the Channels available to any Independent Affiliate having outstanding arrears payable to the Broadcaster, without the Broadcaster's prior written consent. The Broadcaster has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the Operator does not clear all the outstanding amounts payable by the Independent

Affiliate to the Broadcaster.

- (v) The Operator shall not offer limited period exhibition of any Channel(s) to Subscribers.
- (vi) The Operator shall not distribute the Channels outside the Authorised Area and / or through any other mode, medium or format.
- (vii) The Operator shall display name and maximum retail price of all the Channels opted by the Operator in its electronic programme guide.
- (viii) Any agreement entered into by the Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and Operator 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.
- (ix) The Operator shall offer to all Subscribers the Bouquet(s) of the Channels without any alteration in composition of such Bouquet(s). In case, the Operator opts for certain Bouquet(s) but does not carry all the Channels constituted in the Bouquet, then the Operator shall be liable to pay for such Channels on an Ala-carte basis
- (x) The Operator shall pay the Monthly Subscription Fee by the Due Dates irrespective of the Operator's collection of the invoiced Monthly Subscription Fee from its sub-operator/affiliate/LCOs/Subscribers.
- (xi) The Operator undertakes that it shall ensure and cause its Affiliates/LCOs who would be transmitting the signals of the Channels to the Subscriber(s) to comply with the terms of this Agreement and the New Regulatory Framework. The Operator acknowledges that in case of breach of this undertaking the Broadcaster shall be entitled to switch off the signals of the Channels. The Operator shall also provide details of such Affiliates/LCOs and keep the Broadcaster updated in this regard from time to time.
- (xii) Subject to clause 10.2 (iv) above, in case the Operator provides signals of the Channels or operates through any of its Independent Affiliate including in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such Independent Affiliates to the Broadcaster in respect of the entire area of operations of such Independent Affiliate . Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to ensure that the said JVs clears all its pending dues owed to the Broadcaster prior to the takeover and also make additional payment in respect of the subscribers of such JVs acquired during the Term of this Agreement.
- (xiii) The Operator acknowledges and agrees that if it facilitates the broadcast of the competition channels in the same genre in multiple languages, the Operator shall extend the same facility to the Broadcaster's Channels as well (*wherever applicable*) at no additional cost.

## 11. Intellectual Property

- 11.1. As between Broadcaster and the Operator, Intellectual Property in and to the Channels including the content, marks associated with the Channels, logos, names shall belong exclusively to Broadcaster or its Affiliates or Broadcaster's rights holder (collectively referred to as "**IP Owners**"). Operator shall not claim adversely or challenge the rights of the IP Owners with respect to any Intellectual Property thereof. To the extent any such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of the respective IP Owners and agrees to renounce such rights and sign all necessary documents which Broadcaster may require the Operator to do. The Operator shall not use any content and or any material contained in any of the Intellectual Property, without the prior written consent of Broadcaster. If Broadcaster authorizes (in writing in advance) such use, the Operator shall use such Intellectual Property in connection with the Channels only and

only in accordance with Broadcaster's written instructions. Broadcaster reserves the right to inspect any such material at any time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name or seek to register any Intellectual Property which in Broadcaster's opinion is colorable imitation or deceptively similar to the Intellectual Property. The Operator shall include appropriate copyright and other legal notices as Broadcaster may require and shall promptly call to the attention of Broadcaster the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Authorized Area. The Operator shall within 10 (ten) days after termination of this Agreement return to Broadcaster, or at Broadcaster's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred to the IP Owners (and at no cost to Broadcaster or any of the IP Owners) all interest in and to any graphic representation created by or for the Operator, of any Intellectual Property.

- 11.2. The Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the Platform subject to prior written approval of Broadcaster. However, the Operator can use the Channel Marks to promote the Channel(s) through programme guide, programme listing and for the purpose of displaying the Channels on the EPG.
- 11.3. The Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The Operator 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 the Broadcaster /IP Owners, as applicable. The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the Operator with respect to the programmes included in the Channels. The Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by Broadcaster or its programme suppliers/licensor(s) and disclosed to Operator by Broadcaster for the purpose of this Agreement.

## **12. Advertising/ Marketing/Promotion**

- 12.1. The Operator shall promote the Channels in the same manner and to the same extent as any other channels distributed by the Operator on its Platform; provided that the Operator may carry out any specific promotion with respect to certain specific channels, if such channels provide the Operator with financial assistance with respect to such promotion. Notwithstanding the foregoing, the Operator agrees that it shall provide Broadcaster with the same opportunity to carry out specific promotions for the Channels. Moreover, the Operator agrees that the Channels will be treated similarly in terms of size and prominence (taking into consideration the context) to other channels in any advertising material where the Channel(s) marks appear with the logos and names of all other channels. In any promotion and marketing of the Channels, the Operator shall use only promotional material provided or pre-approved by Broadcaster in strict adherence to Broadcaster's instructions or if the marketing materials for the Channels are created by or on behalf of the Operator, these must be submitted to Broadcaster for Broadcaster's prior written approval. Broadcaster shall make available to the Operator promotional and marketing materials in accordance with Broadcaster's prevailing current practices. Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels and the Operator shall cooperate with Broadcaster in such research by making available information as requested by Broadcaster including the relevant data and address details of its Subscribers. All joint marketing and promotional efforts for marketing and promotion the Channels and the Platform, shall be mutually discussed and agreed between the Parties.
- 12.2. Notwithstanding anything contained elsewhere in this Agreement, the Operator shall not without the prior written permission of Broadcaster promote or associate itself in any manner whatsoever with any programming carried on the Channels. Specifically, the Operator shall not market, promote or in any other manner whatsoever seek to draw any association between Operator and any programme on the Channels. The Operator may only use the official logo of the Channels for any non-commercial purpose, promotional or marketing of the Channels on the Operator's network and provided such use is first approved by Broadcaster in writing.

12.3. The Operator shall not:

- (i) engage in any kind of promotions, special screenings, private shows, exhibit in public viewing areas, any special schemes or any deals involving any particular event, show or programme on the Channels;
- (ii) use or exploit any of the logos or marks or the title of any event, show or programme of the Channels including without limitation, engaging in promotions via cutouts, banners or hoardings displaying any brand names or logos or trademarks of any such event; and
- (iii) obscure the viewing of any Channel by inserting any form of graphics, pop ups, aston bands, scrolls, squeezers, pre-rolls, post rolls, logos, brand names, virtual advertising, etc.

**13. Term**

- 13.1. Unless terminated in accordance with the terms hereof, this Agreement shall be valid for such time period as specified in Schedule A forming part of this Agreement.
- 13.2. The Term may be extended, on terms and conditions to be mutually agreed and recorded in writing by and between the Parties either by way of an addendum to this Agreement or under a new agreement.
- 13.3. In the event, Parties have executed the Broadcaster's interconnection agreement published on 12<sup>th</sup> February 2025 ("**RIO Version 24**") then the Broadcaster has issued a written notice (via email) to the Operator at least sixty (60) days prior to expiry of RIO Version 24. Parties shall in writing enter into this new Agreement before the expiry of the RIO Version 24.

If Parties fail to enter into new Interconnection Agreement before the date of expiry of RIO Version 24, the Broadcaster shall be entitled to disconnect the retransmission of the signals of the Channels on the expiry date of RIO Version 24. In such a scenario the Operator shall comply with the extant New Regulatory Framework, including fifteen days prior intimation to its Subscribers through scrolls on the Channel(s), the date of expiry of RIO Version 24; and the date of disconnection of signals of the Broadcaster's Channel(s).

- 13.4. Any signed Agreement from the Operator shall not be legally binding if it is received after a new version of RIO/ interconnection agreement is uploaded by the Broadcaster on its website. In the event the Broadcaster modifies and uploads a revised RIO/interconnection agreement on its website, any unexecuted Agreement(s) of previous RIO versions shall be null and void.

**14. Termination and Suspension**

- 14.1. Either Party shall have a right to terminate this Agreement by issuing a prior Disconnection Notice to the other Party in the event of breach of any of the terms of this Agreement by the other Party, which has not been cured during the twenty-one (21) days' notice provided in the Disconnection Notice.
- 14.2. Either Party shall have a right to forthwith terminate this Agreement, in the event of:
  - (a) bankruptcy, insolvency or appointment of receiver over the assets of the other Party or admission of any winding up petition of the other Party; or
  - (b) the Operator's license or any other material license necessary for the Operator to operate its Platform has been or is being revoked, terminated or suspended, for any reason whatsoever.
- 14.3. In addition to clause 14.1, the Broadcaster shall have the right to terminate this Agreement by issuing a prior Disconnection Notice to the other Party, in the event of:
  - (a) Operator failing to pay the Monthly Subscription Fees by the Due Dates and or any other amount payable by the Operator to the Broadcaster;
  - (b) Operator failing to submit to the Broadcaster the Subscriber Report(s), audit report(s), or any other report(s) under this Agreement;
  - (c) Operator (directly or indirectly) engaging in piracy and / or being in breach of the anti-piracy provisions contained in this Agreement;

- (d) change in ownership, management or control of the Operator which was not pre-approved by Broadcaster;
  - (e) Operator fails to execute a fresh interconnection agreement on or before the expiry of this Agreement;
  - (f) Operator fails or neglects to comply with Applicable Laws including New Regulatory Framework and/or is in breach of any of its representation, warranty, covenant and or undertaking; and / or
  - (g) the sub-operator (authorized by the Operator); Operator's Affiliate and / or LCO's fails and or neglects to comply with the provisions of this Agreement.
- 14.4. The Operator shall have the right to terminate the Agreement if the Operator discontinues its business and issues at least 90 (ninety) days prior written notice to the Broadcaster. The written notice shall *inter alia*, state the reasons for discontinuing its business and shall also intimate the total outstanding owed by the Operator to the Broadcaster. The Operator hereby undertakes to pay the said outstanding amount to the Broadcaster not later than one week of the issuance of the said closure of its business notice to the Broadcaster along with return of Equipment to the Broadcaster.
- 14.5. It is hereby clarified between the Parties hereto that during the Term of the Agreement, if supply of signals of the Channels have been discontinued to Operator's network *inter alia* due to non-payment of the Monthly Subscription Fee / non-submission of MSRs / non- submission of audit report/not allowing the Broadcaster to audit the system/ non-compliance of the technical requirements (as mandated under the New Regulatory Framework) as may have been pointed out by the TRAI Empanelled Auditor in the course of conduct of the audit of the Operator's Systems, the supply of signals may be reactivated/restored by the Broadcaster at its discretion upon the breach being remedied by the Operator to the satisfaction of the Broadcaster during the Term. In such an event, the Agreement shall be deemed to be valid only for the remainder period of the Term. However, in the event where the breach is not remedied during the validity of the Agreement, the signals may be reactivated by the Broadcaster only upon execution of a fresh interconnection Agreement by the Operator and suitable remediation of the breach to the satisfaction of the Broadcaster.
- 14.6. The Broadcaster shall have the right to disconnect/discontinue any of the Channels / Bouquet(s) or make changes in the nature or composition of the Channels/Bouquet(s) (as the case may be) at any time by giving a prior written notice of 21 (twenty-one) days or such other notice period as mandated under the Applicable Laws.
- 14.7. Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator if the Operator breaches any of the Anti-Piracy Obligations and fails to cure such breach within ten (10) days of being required in writing to do so.
- 14.8. In the event, the Applicable Laws are amended during the subsistence of this Agreement in a manner whereby the notice period before the signal of any or all of the Channels are switched off / disconnected is deleted, then the Agreement can be partially or wholly terminated by the Broadcaster, basis such period as may be prescribed by the Broadcaster in its Disconnection Notice to the Operator.
- 14.9. The Broadcaster shall have the right to discontinue/remove/withdraw one or more Channels ("**Removed/ Affected Channels**"), as per Applicable Law and subject to Clause 14.6. Once a Channel becomes an Affected/Removed Channel, the same shall cease to be made available by Broadcaster on A-la-carte and/or as part of Bouquet. In case of any Broadcaster Channel being discontinued by the Broadcaster, effective MRP of the subscribed Bouquet consisting of such Channel(s), would get adjusted by a factor of A-la-carte price of removed Channel(s) to sum of A-la-carte prices of all channels forming part of that subscribed Bouquet.

Example:-

If Sony Yay! is discontinued, MRP of Happy India 2026 Smart - Hindi (SPN0002026SH) bouquet will change from INR 58 .00 to INR 54.26, as shown below:

A-la-carte MRP of Sony Yay!: INR 6.00

Sum of A-la-carte MRP of Happy India 2026 Smart - Hindi (SPN0002026SH) bouquet: INR 93.00

Hence reduction factor percentage:

= A-la carte MRP of Removed Channel ÷ Sum of A-la-carte MRPs of all Subscribed Channels forming part of the Subscribed Bouquet

=  $6.00/93.00 \times 100 = 6.45\%$

Hence new bouquet MRP = INR 58.00 \* (1 – 6.45%) = INR 54.26/-

14.10. Upon expiry or termination of this Agreement for any reason, the respective Party shall immediately:

- (i) any outstanding Monthly Subscription Fees due and payable by the Operator for the period upto the date of termination/deactivation, shall become due and immediately payable;
- (ii) each Party shall return to the other Party the Confidential Information, all materials and information (including intellectual property) pertaining to the other party or destroy the same upon being advised to do so by the other party. The Operator shall forthwith cease to use the Confidential Information pertaining to the Broadcaster;
- (iii) the Operator shall return the Equipment supplied by Broadcaster in accordance with the terms of this Agreement;
- (iv) the Operator shall cease to make any representations that it is associated with Broadcaster or the Channels;
- (v) the Operator shall cease to distribute/re-transmit Channels' to the Subscribers and
- (vi) The Operator shall within seven (7) days from the date of termination/ expiry deliver to Broadcaster all pending Subscriber Reports and shall pay all outstanding Monthly Subscription Fees due and payable by the Operator for the period upto the date of termination/deactivation, including interest accrued to Broadcaster.

14.11. Termination or expiry of this Agreement will not affect the Operator's obligations that are meant to survive the expiry or termination of this Agreement including the payment of the Monthly Subscription Fee payable under this Agreement. For purposes of clarity, where the Agreement is terminated in accordance with the provisions hereof the Monthly Subscription Fee shall be payable until the effective date of termination.

14.12. Pursuant to Clause 14.2 of this Agreement and without derogating in any manner the right of Broadcaster to terminate this Agreement, where Broadcaster opts to suspend this Agreement partially in respect of certain specified Channels ("**Suspended Channels**") or whole of this Agreement in respect of all the Channels, then Broadcaster shall have a right, in addition to all the other rights and remedies available to Broadcaster in law, contract or equity, to claim the Monthly Subscription Fee in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by Broadcaster through and until the Agreement is either reinstated or terminated by Broadcaster.

14.13. It is agreed and acknowledged by the Operator that if Broadcaster chooses to terminate the Agreement in its entirety or partially in respect of certain Suspended Channels due to the Operator having failed to remedy the breach notified by Broadcaster pursuant to Clause 14.3 due to which Broadcaster had suspended the Agreement, Broadcaster shall not be required to provide a fresh Disconnection Notice if it is not required by the Applicable Laws.

14.14. The following clauses shall survive the termination or expiry of this Agreement:

- Representations and Warranties,
- Indemnification, Limitation of Liability,
- Consequences of Termination/Deactivation,

- Confidentiality, and
- any other clause which is implied to survive the termination/expiry of this Agreement.

**15. Indemnification, Limitation of Liability**

- 15.1. The Operator shall indemnify and hold Broadcaster and its respective officers, directors, employees, agents and Affiliates, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of: (a) the breach of any of the terms of this Agreement including but not limited to breach of any representation, warranty, covenant, undertaking of the Operator and/or any other obligation of the Operator arising out of this Agreement; and (b) any third party claims that are brought against the Broadcaster which arise due to breach of any terms of this Agreement or breach of Operator's representation, covenant, undertaking or warranty. Broadcaster shall notify the Operator in writing of the claim or action for which such indemnity applies.
- 15.2. The Broadcaster shall not be liable to the Operator, any Subscriber or to any third party, 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 due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.
- 15.3. The aggregate liability of Broadcaster and its Affiliates to the Operator for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly Subscription Fee for the last month actually paid by the Operator to Broadcaster under this Agreement.
- 15.4. The Operator 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 or in connection with the services availed pursuant to this Agreement. Nothing in this Agreement or the contract(s) executed between the Subscriber and the Operator or its Affiliates or the LCOs shall entitle the Subscriber to directly receive the Channels from Broadcaster or create any direct relationship between the Subscriber and Broadcaster.
- 15.5. It is expressly understood and agreed between the Parties that the Broadcaster shall have no liability or obligation whatsoever under this Agreement, towards the Operator, the Subscribers or any other person or Authority, arising from and/or in respect of:
- (a) any defect in any Equipment (including without limitation IRDs / PIRDs/ Viewing Cards/CAM) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow the Broadcaster's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by the Broadcaster, in which event the Broadcaster shall not be under any obligation to provide Operator with any other Equipment;
  - (b) deactivation, disconnection, interruption of the Broadcaster's Channels or termination of this Agreement by the Broadcaster in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of non-payment of the Monthly Subscription Fee by the Operator or on account of any other breach of this Agreement by the Operator);
  - (c) failure on the part of the Operator to maintain the licenses and approvals required under Applicable Law;
  - (d) any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of the Broadcaster;
  - (e) any inaction or default on the part of the Operator, its distributor or installer;

**16. Governing Law and Jurisdiction**

This Agreement shall be governed by laws of India. TDSAT shall have the exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of the

Agreement. Nothing contained in this Agreement shall be construed as restricting or limiting the right of Broadcaster to take action for violation of its rights under all Applicable Laws.

**17. Miscellaneous**

**17.1. Entire agreement and binding effect**

- (i) This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior reference interconnect offer, interconnection / subscription agreements, understandings, minutes of meetings, oral or written, with respect thereto. Subject to the terms and conditions hereof, this Agreement is binding upon and will inure to the benefit of the parties and their respective successors.
- (ii) The Operator acknowledges that this Agreement is without prejudice and subject to the outcome of the order(s) of the High Court of Delhi in W.P.(C) No. 4091 of 2017, W.P.(C) No. 4135 of 2017, W.P.(C) No. 7017 of 2017, W.P.(C) No. 506/2016 & CM APPL. 2085/2016, W.P.(C) 5161/2014 & CM APPLs. 10283/2014, 9629/2015 & 18139/2015 and Broadcasting Appeal No. 1 of 2024 titled Indian Broadcasting and Digital Foundation V/s TRAI and Another before the Hon'ble Telecom Disputes Settlement and Appellate Tribunal, New Delhi or any other appeal/writ petition pending before any Authority/ Court in connection with any of the subject matter contained herein or any further challenges arising from such writ petitions. The Broadcaster reserves the right to modify/ terminate this Agreement, subject to the outcome of the aforesaid appeal/Writ Petition(s).
- (iii) The Operator acknowledges that the Broadcaster reserves the right to modify this Agreement at its sole discretion.

**17.2. Force Majeure**

- (i) If on account of a Force Majeure Event, either Party cannot perform its obligations hereunder for more than 30 (thirty) days, then either Party shall be entitled to terminate this Agreement by providing the other Party a prior written notice of 15 (fifteen) days or such other notice period as mandated under the Applicable Law.
- (ii) The Party affected by the Force Majeure Event must promptly notify to the other Party in writing (that is within 48 hours) of the occurrence and nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.
- (iii) The Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause , neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Monthly Subscription Fee shall accrue and be payable by the Operator subject to the Force Majeure Event for the period during which the Force Majeure Event continues and/or until the Agreement is terminated by Broadcaster hereunder.

**17.3. Confidentiality**

- (i) The Parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other party's affiliates, subscriber details, Monthly Subscription Fees, pricing, information regarding the strategy and volume of business of the other Party strictly confidential at all times.
- (ii) Any information provided by one Party to the other Party under this 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 Party.

- (iii) Other than the existence of this Agreement and the terms of this Agreement which are or comes into the public domain with no fault of either Party or due to the Applicable Laws, no terms or conditions herein, nor any matters relating to the course of dealings between the Parties including all subscriber related information or any information pertain to the business of the Operator/Broadcaster shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to-know basis, and except as may be required by any applicable government agency, regulatory body or court.

17.4. Notices

All notices must be in writing sent during working hours, by personal delivery or courier or registered post or email to such address of Broadcaster or Operator as specified in this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2<sup>nd</sup> business day when sent by courier; and (c) fifth business day when sent by registered post.

17.5. Assignment

- (i) Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of Broadcaster, to assign or transfer, in whole or in part, the Agreement or any of its rights or obligations hereunder to any third Party including its Affiliates. Upon any breach, whether actual, potential or threatened, of this Clause the Operator shall be deemed to be unauthorized to retransmit the signals of the Channels and in material breach of this Agreement which shall entitle Broadcaster to terminate the Agreement and deactivate/disconnect the signals of the Channels and take any other measures as may be lawfully appropriate.
- (ii) The Broadcaster may, at any time, assign or novate the Agreement including, without limitation, its rights and obligations hereunder, either in whole or in parts, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as Broadcaster vis-a-vis the Operator. Such assignment or novation by Broadcaster shall be effective on and from the date as communicated in writing by Broadcaster to the Operator.

17.6. Amendment

No amendment to this Agreement shall be valid unless prepared in writing and signed by the authorized signatories of each of the Parties.

17.7. Survivability

The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement shall continue to have effect after the end of the Term.

17.8. Specific Performance

The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster and therefore Broadcaster 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 Operator from committing any violation of this Agreement or to 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 Broadcaster may have at law or in equity, including without limitation a right for damages.

17.9. Guarantee

The Operator shall ensure that its permitted and authorized sub-operators who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Operator guarantees the performance of the obligations of its permitted and authorized sub-operators under the terms of this Agreement. The Operator shall be liable for any breach or default of this Clause by the permitted and authorized Affiliate and or sub-operator.

17.10. Severability

If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.

17.11. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

17.12. Agency

Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties.

17.13. Counterpart

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Alternatively, the Parties shall endeavor to sign this Agreement digitally.

17.14. Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislatures or parliament, laws, ordinances, orders, 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, etc., ("**Applicable Changes**") which would have an impact on the Interconnection Agreement then the Parties shall consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement in lines with such Applicable Changes. Such amendment shall take effect from the effective date of such Applicable Change.

17.15. Compliance with anti-bribery laws

It is the policy of the Broadcaster to comply and require parties with whom it contracts to comply with the Indian Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, and all other applicable anti-bribery laws (collectively, "**Anti-Bribery Laws**"). Operator represents, warrants and covenants that: (i) Operator is aware of the Anti-Bribery Laws and will advise all persons and parties supervised by it of the requirements of the Anti-Bribery Laws; (ii) Operator has not and will not cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Operator learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, Operator shall immediately notify Broadcaster. Operator will indemnify, defend and hold harmless the Broadcaster and Broadcaster and its representatives for any and all liability arising from any violation of the Anti-Bribery Laws caused or facilitated by Operator. In the event Broadcaster deems that it has reasonable grounds to suspect Operator has violated the Anti-Bribery Laws, Broadcaster and its representatives shall have the right to review and audit, at Broadcaster's

expense, any and all books and financial records of Operator at any time, and Broadcaster shall be entitled partially or totally to suspend its performance hereunder until such time it is proven to Broadcaster's satisfaction that Operator has not violated the Anti-Bribery Laws. In the event Broadcaster determines, in its sole discretion (whether through an audit or otherwise), that Operator has violated the Anti-Bribery Laws, either in connection with this Agreement or otherwise, Broadcaster may terminate this Agreement immediately upon written notice to Operator. Such suspension or termination of this Agreement shall not subject Broadcaster to any liability, whether in contract or tort or otherwise, to Broadcaster or any third party, and Broadcaster's rights to indemnification shall survive such suspension or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For <b>Culver Max Entertainment Private Limited</b> (formerly Sony Pictures Networks India Pvt. Ltd.)	For _____
Name: _____ Designation: _____ *Date: _____	Name: _____ Designation: _____ *Date: _____

*\*The Agreement execution date shall be the date on which the Operator / Broadcaster has last signed.*

**SCHEDULE A**

**VALIDATION FORM**

**Term:** One year from the RIO Agreement Start Date.

“**RIO Agreement Start Date**” shall mean the date of execution of this RIO Agreement by the Parties or 01<sup>st</sup> April 2026, whichever is earlier, unless otherwise agreed by the Parties in writing and recorded below.

Basis aforesaid, this RIO Agreement Start Date is \_\_\_\_\_

Where the end date of the Agreement, falls on any date other than the last day of the month, in such case the end date of the Agreement shall be construed to be the last date of the month in which the Agreement was to originally expire. For example, if the original one year Agreement Term is from 15<sup>th</sup> April 2026 to 14<sup>th</sup> April 2027 then the end date of such Agreement shall be deemed to be 30<sup>th</sup> April 2027.

**Authorized Area(s)/Territory:** (please provide complete details):

**Details of agreed areas for distribution of signal of Subscribed Channels by the Operator:**

**Details of Area Serviced by Customer (Territory):**

State	District(s) covered	Authorized Area/Territory

**Bill code:**

Bill Code	Applicable GSTIN	Area Catered by Bill Code

**A-LA-CARTE AND BOUQUET MRP OF THE CHANNELS**

**I. A-LA-CARTE MAXIMUM RETAIL PRICES OF STANDARD DEFINITION AND HIGH DEFINITION CHANNELS**

A. List of Standard Definition (SD) Pay Channels of the Broadcaster offered on A-la-Carte basis, with MRP of the Channel:

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	MRP*	OPR*
1		SONY ENTERTAINMENT TELEVISION	SPN000000SET	General Entertainment Channel (Hindi)	19	15.2
2		SONY SAB	SPN000000SAB	General Entertainment Channel (Hindi)	19	15.2
3		SONY MARATHI	SPN000000MAR	General Entertainment Channel (Marathi)	10	8.0
4		SONY AATH	SPN000000AATH	General Entertainment Channel (Bengali)	10	8.0
5		SONY VIZHA	SPN000000VIZHA	General Entertainment Channel (Tamil)	19	15.2
6		SONY TELUGU	SPN000000TELUGU	General Entertainment Channel (Telugu)	19	15.2
7		SONY MAX	SPN000000MAX	Movies (Hindi)	19	15.2
8		SONY MAX 1	SPN000000MAX1	Movies (Hindi)	5	4.0
9		SONY MAX 2	SPN000000MAX2	Movies (Hindi)	3	2.4
10		SONY YAY!	SPN000000YAY	Kids (Hindi, Marathi, Kannada, Tamil, Telugu, Malayalam, Bengali, Odia)	6	4.8
11		SONY PIX	SPN000000PIX	Movies (English)	10	8.0
12		SONY BBC EARTH	SPN000000BBCE	Infotainment (English, Hindi, Tamil, Telugu)	3	2.4
13		SONY SPORTS TEN 1	SPN000000TEN1	Sports (English)	19	15.2
14		SONY SPORTS TEN 2	SPN000000TEN2	Sports (English)	19	15.2
15		SONY SPORTS TEN 5	SPN000000SIX	Sports (English)	19	15.2
16		SONY SPORTS TEN 3 HINDI	SPN000000TEN3	Sports (Hindi)	19	15.2
17		SONY SPORTS TEN 4 TAMIL	SPN000000TEN4	Sports (Tamil)	19	15.2
18		SONY SPORTS TEN 4 TELUGU	SPN000000TEN4HD	Sports (Telugu)	19	15.2
19		SONY SPORTS TEN 4 KANNADA	SPN000000TEN4K	Sports (Kannada)	19	15.2

Note:

\*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra

Kindly refer to Clause 2.10 in relation to any New Channel(s).

B. List of High Definition (HD) Channels of the Broadcaster offered on A-la-Carte Basis with MRP of the Channel:

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	MRP*	OPR*
1		SONY ENTERTAINMENT TELEVISION HD	SPN0000SETHD	General Entertainment Channel (Hindi)	30	24.0
2		SONY SAB HD	SPN0000SABHD	General Entertainment Channel (Hindi)	30	24.0
3		SONY MAX HD	SPN0000MAXHD	Movies (Hindi)	19	15.2
4		SONY PIX HD	SPN0000PIXHD	Movies (English)	19	15.2
5		SONY BBC EARTH HD	SPN000BBCEHD	Infotainment (English, Hindi, Tamil, Telugu)	19	15.2
6		SONY SPORTS TEN 1 HD	SPN000TEN1HD	Sports (English)	30	24.0
7		SONY SPORTS TEN 2 HD	SPN000TEN2HD	Sports (English)	30	24.0
8		SONY SPORTS TEN 5 HD	SPN0000SIXHD	Sports (English)	30	24.0
9		SONY SPORTS TEN 3 HINDI HD	SPN000TEN3HD	Sports (Hindi)	30	24.0
10		SONY VIZHA HD	SPN00VIZHAHD	General Entertainment Channel (Tamil)	19	15.2
11		SONY TELUGU HD	SPN0TELUGUHD	General Entertainment Channel (Telugu)	19	15.2

Note:

\*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra

Kindly refer to Clause 2.10 in relation to any New Channel(s).

C. List of Free-to-Air (FTA) Channels of the Broadcaster offered on A-la-Carte Basis:

Sr. No	Select / Checkbox	Channel Name	Ala Carte Channel Code	Genre & Language	MRP*	OPR*
1		SONY PAL	SPN000000PAL	General Entertainment Channel (Hindi)	0.0	0.0
2		SONY WAH	SPN000000WAH	Movies (Hindi)	0.0	0.0

II. **BOUQUET OF PAY CHANNELS OF THE BROADCASTER ALONG WITH MRP:**

List of Bouquet (s) of Broadcaster's Channels with MRP and Operator Rate of each bouquet offered.

Sr. No.	Select/ Check Box	Bouquet Name	Bouquet Code	Bouquet Type	MRP *	OPR*	Bouquet Composition
1		Happy India 2026 Smart – Hindi	SPN000202 6SH	SD	58.0	46.4	SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY MAX, SONY MAX 1, SONY MAX 2, Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 3 HINDI

2		Happy India 2026 Smart – Marathi	SPN000202 6SM	SD	61.0	48.8	SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY MAX, SONY MAX 1, SONY MAX 2, Sony Yay!, SONY MARATHI, SONY BBC EARTH, SONY SPORTS TEN 3 HINDI
3		Happy India 2026 Smart – Bangla	SPN000202 6SB	SD	61.0	48.8	SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY MAX, SONY MAX 1, SONY MAX 2, Sony Yay!, SONY AATH, SONY BBC EARTH, SONY SPORTS TEN 3 HINDI
4		Happy India 2026 Smart Plus – Hindi	SPN002026 SPH	SD	93.0	74.4	SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY MAX, SONY MAX 1, SONY MAX 2, SONY PIX, Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 3 HINDI, SONY SPORTS TEN 5
5		Happy India 2026 Smart Plus - Marathi	SPN002026 SPM	SD	96.0	76.8	SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY MAX, SONY MAX 1, SONY MAX 2, SONY PIX, Sony Yay!, SONY MARATHI, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 3 HINDI, SONY SPORTS TEN 5
6		Happy India 2026 Smart Plus – Bangla	SPN002026 SPB	SD	96.0	76.8	SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY MAX, SONY MAX 1, SONY MAX 2, SONY PIX, Sony Yay!, SONY AATH, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 3 HINDI, SONY SPORTS TEN 5
7		Happy India 2026 Smart – South	SPN000202 6SS	SD	30.0	24.0	Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 2
8		Happy India 2026 Smart – Kannada	SPN000202 6SK	SD	30.0	24.0	Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 4 KANNADA
9		Happy India 2026 Smart Plus - Kannada	SPN002026 SPK	SD	56.0	44.8	SONY ENTERTAINMENT TELEVISION, SONY MAX 1, Sony Yay!, SONY PIX, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 4 KANNADA

10		Happy India 2026 Smart – Telugu	SPN0002026ST	SD	42.0	33.6	SONY TELUGU, Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 4 TELUGU
11		Happy India 2026 Smart Plus – Telugu	SPN002026SPT	SD	66.0	52.8	SONY TELUGU, SONY ENTERTAINMENT TELEVISION, SONY MAX 1, Sony Yay!, SONY PIX, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 4 TELUGU
12		Happy India 2026 Smart – Tamil	SPN002026STM	SD	42.0	33.6	SONY VIZHA, Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 4 TAMIL
13		Happy India 2026 Smart Plus – Tamil	SPN02026SPTM	SD	55.0	44.0	SONY VIZHA, Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 4 TAMIL, SONY PIX, SONY SPORTS TEN 2
14		Happy India 2026 Sports Action	SPN0002026SA	SD	53.0	42.4	SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 3 HINDI, SONY SPORTS TEN 5
15		Happy India 2026 Sports Action - Tamil	SPN02026SATM	SD	53.0	42.4	SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 4 TAMIL, SONY SPORTS TEN 5
16		Happy India 2026 Sports Action - Telugu	SPN002026SAT	SD	53.0	42.4	SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 4 TELUGU, SONY SPORTS TEN 5
17		Happy India 2026 Sports Action – Kannada	SPN002026SAK	SD	53.0	42.4	SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 4 KANNADA, SONY SPORTS TEN 5
18		Happy India 2026 English Delight	SPN0002026ED	SD	13.0	10.4	SONY BBC EARTH, SONY PIX, Sony Yay!
19		Happy India 2026 Smart HD – Hindi	SPN02026SHHD	HD	36.0	28.8	SONY MAX HD, SONY MAX 1, SONY MAX 2, Sony Yay!, SONY BBC EARTH HD
20		Happy India 2026 Smart HD – Marathi	SPN02026SMHD	HD	38.0	30.4	SONY MAX HD, SONY MAX 1, SONY MAX 2, Sony Yay!, SONY BBC EARTH HD, SONY MARATHI
21		Happy India 2026 Smart HD – Bangla	SPN02026SBHD	HD	38.0	30.4	SONY MAX HD, SONY MAX 1, SONY MAX 2, Sony Yay!, SONY BBC EARTH HD, SONY AATH
22		Happy India 2026 Smart HD Plus - Hindi	SPN2026SPHHD	HD	45.0	36.0	SONY MAX HD, SONY MAX 1, SONY MAX 2, Sony Yay!, SONY BBC EARTH HD, SONY PIX HD

23		Happy India 2026 Smart HD – Telugu	SPN02026S THD	HD	58.0	46.4	SONY TELUGU HD, Sony Yay!, SONY BBC EARTH HD, SONY PIX HD, SONY SPORTS TEN 4 TELUGU
24		Happy India 2026 Smart HD – Tamil	SPN2026ST MHD	HD	58.0	46.4	SONY VIZHA HD, Sony Yay!, SONY BBC EARTH HD, SONY PIX HD, SONY SPORTS TEN 4 TAMIL
25		Happy India 2026 Smart HD - Kannada	SPN02026S KHD	HD	45.0	36.0	Sony Yay!, SONY BBC EARTH HD, SONY PIX HD, SONY SPORTS TEN 4 KANNADA
26		Happy India 2026 English Delight HD	SPN02026E DHD	HD	33.0	26.4	Sony Yay!, SONY BBC EARTH HD, SONY PIX HD
27		Happy India 2026 All HD	SPN002026 AHD	HD	71.0	56.8	SONY MAX HD, SONY MAX 1, SONY MAX 2, Sony Yay!, SONY BBC EARTH HD, SONY PIX HD, SONY VIZHA HD, SONY TELUGU HD, SONY AATH, SONY MARATHI

Note:

\*OPR has been derived after factoring margin of twenty percent of MRP as mandated by the Interconnection Regulations. Applicable taxes extra

\*Bouquet Type: Any bouquet which contains at least one high definition (HD) channel is considered a HD bouquet. Similarly, any bouquet which contains only standard definitions (SD) channels is a SD bouquet

Kindly refer to Clause 2.10 in relation to any New Channel(s) forming part of the Broadcaster’s Bouquet.

**IN WITNESS WHEREOF, the Parties have executed this Agreement:**

For <b>Culver Max Entertainment Private Limited</b> (formerly Sony Pictures Networks India Pvt. Ltd.)  _____ Name: Designation: *Date:	For _____  _____ Name: Designation: *Date:
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*\*The Agreement execution date shall be deemed to be the date on which the Operator/Broadcaster has last signed the Agreement.*

**Schedule A1****Broadcaster's MRP Incentive Scheme ("Scheme / Incentive Scheme")****Incentives**

To enhance access to diverse content comprised in the Available Channels by the Subscribers of Channels, the Broadcaster is offering incentives as per Applicable Law to all digital addressable distribution platform operators on the Subscribed Channel(s) on A-la-Carte and Bouquet basis who fulfils the conditions mentioned herein. The Broadcaster believes that by availing this Incentive Scheme, the Operator will have the ability to pass on the benefit of this incentive to their Subscribers and thus making their Channel(s) subscription on A-la-Carte and Bouquet basis more affordable.

**1 Eligibility Criteria**

- 1.1 Subject to the Operator satisfying the Eligibility Criteria (defined hereinbelow), the Broadcaster hereby offers different types of incentives for distributing the Subscribed Channels on A-la-Carte and Bouquet basis on the Platform (**subject to cap of 15% of the MRP of the Subscribed Channels and Bouquets**), where each such incentive is linked to the Subscribed Channels distributed by the Operator on the Platform under the Agreement, as detailed under Clause 2 of this Incentive Scheme (collectively the "**Incentives**" and individually as an "**Incentive**").
- 1.2 The Operator shall be eligible to avail the Incentives, upon specifically opting in by selecting the option of the incentives in the Agreement (wherever applicable), subject to the Operator meeting each of the eligibility criteria as mentioned in this Schedule A1 ("**Eligibility Criteria**"):
  - The incentives under this Scheme are applicable if the Operator has opted for the Subscribed Channels of the Broadcaster on Ala-Carte and Bouquet basis.
  - The Operator shall place the Channels in parity with the channels of other competing broadcasters in such a manner that all television channels of a particular language in a genre are displayed together consecutively as set out in Table B of this Scheme
  - The Operator shall ensure that during the Term, the Bouquet(s) and Channel(s) opted by the Operator will be made available to all its subscribers continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement.
  - The Operator shall not default in providing the Monthly Subscriber Reports as per prescribed formats.

Upon fulfilment of all the above conditions as set out in the eligibility criteria in Clause 1.2 above, the Operator shall be eligible to avail incentive(s) as more specifically mentioned herein. It must be noted by the Operator that at the time of execution of the Agreement, should the Operator wish to avail the incentive(s), it must opt for the incentive(s).

**2 INCENTIVE SCHEME ON MRP OF BROADCASTER'S CHANNELS OPTED BY THE OPERATOR ON A-LA-CARTE AND BOUQUET BASIS:**

- 2.1. The Operator shall, subject to compliance with each of the Eligibility Criteria as set out in this Incentive Scheme, be eligible to avail the monthly incentives on the MRP of Subscribed Bouquets and Ala-carte Channels strictly in the manner and conditions set forth herein.
- 2.2. Broadcaster is offering the following incentives to the Operator on the MRP of Subscribed Channel(s) on Ala-carte and Bouquet basis subject to the Operator meeting specific LCN Slabs as defined in Table B hereinbelow. **For purpose of clarity, in case the Operator doesn't meet the specific LCN Slabs as defined in Table B of this Schedule, the Operator shall not be entitled to any incentives under this Agreement**
- 2.3. It is hereby clarified that the total incentive that can be availed by an Operator cannot exceed 15% of the MRP of subscribed Bouquets and Ala-carte Channels at any given point of time.

2.4. The incentives offered by the Broadcaster under the Agreement for the subscribed Bouquets and Ala-carte Channels are set out herein subject to the Operator fulfilling the respective incentive qualifying parameters:

SR. NO.	TYPE OF INCENTIVE	PRECONDITION FOR AVAILING OF INCENTIVE
1	Penetration Incentive	Subject to Operator fulfilling the LCN qualifications as stated herein below and LCN Slabs as laid down in Table B of this Schedule
2	HD Conversion	

Does the Operator intend to avail the Incentive Scheme:    
 (tick mark (✓) which is applicable)

By opting for this Incentive Scheme, the Operator shall be presumed to have read and accepted the conditions as detailed in this Agreement.

LCN qualifications:

- (a) In the event, if out of all Subscribed Channels, 1 channel is placed in LCN Slab 2 and rest of the channels are placed in LCN Slab1, then for all Subscribed Channels incentives will be considered as per LCN Slab 2. Similarly, if out of all Subscribed Channels, 1 channel is placed beyond LCN Slab 2 and the rest of the Subscribed Channels are placed in LCN Slab 1 or LCN Slab 2, then the Operator shall not be entitled to any Incentive under this Agreement.
- (b) In the event, a Subscribed Channel has different LCN ranks across the Operator’s platform then the Operator acknowledges and agrees that the worst LCN rank (highest numerical value) will be considered for calculating the actual LCN Rank for such Channel.
- (c) In the event, the Operator has multiple head ends with different actual LCN Rank for the Subscribed Channels, then the worst LCN rank (highest numerical) for each of the Subscribed Channels shall be considered for the purpose of identification of the applicable LCN Slab.
- (d) Actual LCN Rank for each of the Subscribed Channels will be considered only in their respective Primary Market(s) as per Table-A for the purpose of identification of applicable LCN Slab.
- (e) If the Operator has opted for incentives under this Agreement, then the Operator shall provide channel wise LCN report as defined in Schedule C of this Agreement. Such LCN report provided by the Operator will be verified with the records of the Broadcaster and if found eligible, Operator will be eligible for the Incentive . If the Operator does not provide the LCN report within the Incentive Qualifying Report Deadline, then the Broadcaster shall proceed with checking the LCN Slab eligibility & identify the LCN Slab, if found eligible, on the basis of its own records.
- (f) The Operator shall be eligible for “incentive” subject to the Operator meeting the desired LCN rank requirements as set out herein within the specified genre on the Operator’s platform, after factoring all local channels and Platform Services of the Operator, for all the Subscribed Channels.

**Local channels and Services** of the Operator shall mean and include channels and/or services owned and/or operated by the Operator that are not delivered through any linear broadcast and such channels which are not construed to be a television 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. The following illustration clarifies the aforesaid:

LCN	Channel
101	STAR GOLD
102	Local channel of the Operator
103	SONY MAX
104	ZEE CINEMA

In the above case, in the Hindi Movies Genre, LCN rank of SONY MAX in the genre shall be calculated as 3 and not 2 and the Operator’s eligibility for Incentive shall be calculated accordingly. Thus, Broadcaster shall consider placement of local channels and Platform Services in the genre while computing LCN ranks and applicable incentives.

- (g) In the event that the Operator, for any reason whatsoever, fails to place any of the Channel(s) as per the defined LCN Slabs in Table B below and subject to the conditions mentioned above, during any day of the month and Operator is not able to restore the Channel/s in the defined LCN Slabs within 3 days from the date of such displacement (“**Cure Period**”), then the Operator shall not be eligible to receive any incentive for any of the Subscribed Channels for that particular month.

LCN Slab eligibility illustration:

The Operator ABC based in Gujarat State subscribes to the Channels as per below table and places them in the Operator’s electronic program guide (EPG) system in the LCNs specified in the below table

Subscribed Channels through Bouquets/A-la-carte	SONY ENTERTAINMENT TELEVISION SONY SAB SONY MAX SONY MAX 1 SONY MAX 2 Sony Yay! SONY MARATHI SONY BBC EARTH SONY SPORTS TEN 3 HINDI
LCNs assigned to the Subscribed Channels by Operator ABC in its EPG	SONY ENTERTAINMENT TELEVISION:4 <sup>th</sup> LCN in genre SONY SAB : 5 <sup>th</sup> LCN in genre SONY MAX : 2 <sup>nd</sup> LCN in genre SONY MAX 1 : 5 <sup>th</sup> LCN in genre SONY MAX 2 : 9 <sup>th</sup> LCN in genre Sony Yay! : 4 <sup>th</sup> LCN in genre SONY MARATHI : 7 <sup>th</sup> LCN in genre SONY BBC EARTH : 4 <sup>th</sup> LCN in genre SONY SPORTS TEN 3 HINDI :6 <sup>th</sup> LCN in genre
LCN Slab eligibility	All channels mentioned above except Sony Max 2 & Sony Marathi are placed in LCN Slab 1 as per Table B  Sony Marathi is not placed in neither LCN Slab 1 nor LCN Slab 2 but as the operator does not operate in Sony Marathi’s primary market, this will not be considered for LCN Slab identification. Sony Max 2 is placed in LCN Slab 2 as per Table B. Since all the subscribed channels are eligible for Slab 1 except Sony Max 2, hence Operator ABC is eligible for LCN Slab 2 for all the Subscribed Channels

**Table A: Primary Market**

Sr. No.	Channels	Genre & Language	Primary Market(s)
1	SONY ENTERTAINMENT TELEVISION	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
2	SONY SAB	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
3	SONY MAX	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
4	SONY MAX 1	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
5	SONY MAX 2	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
6	Sony Yay!	Kids (Hindi, Marathi, Kannada, Tamil, Telugu, Malayalam, Bengali, Odia)	All India
7	SONY MARATHI	General Entertainment Channel (Marathi)	Maharashtra
8	SONY AATH	General Entertainment Channel (Bengali)	West Bengal/ Andaman & Nicobar Islands
9	SONY VIZHA	General Entertainment Channel (Tamil)	Tamil Nadu/ Puducherry
10	SONY TELUGU	General Entertainment Channel (Telugu)	Andhra Pradesh / Telangana
11	SONY PIX	Movies (English)	All India
12	SONY BBC EARTH	Infotainment (English, Hindi, Tamil, Telugu)	All India
13	SONY SPORTS TEN 1	Sports (English)	All India
14	SONY SPORTS TEN 2	Sports (English)	All India
15	SONY SPORTS TEN 3 HINDI	Sports (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
16	SONY SPORTS TEN 4 TAMIL	Sports (Tamil)	Tamil Nadu / Puducherry
17	SONY SPORTS TEN 4 TELUGU	Sports (Telugu)	Andhra Pradesh / Telangana
18	SONY SPORTS TEN 4 KANNADA	Sports (Kannada)	Karnataka
19	SONY SPORTS TEN 5	Sports (English)	All India
20	SONY ENTERTAINMENT TELEVISION HD	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
21	SONY SAB HD	General Entertainment Channel (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
22	SONY VIZHA HD	General Entertainment Channel (Tamil)	Tamil Nadu/ Puducherry
23	SONY TELUGU HD	General Entertainment Channel (Telugu)	Andhra Pradesh / Telangana
24	SONY MAX HD	Movies (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
25	SONY PIX HD	Movies (English)	All India
26	SONY BBC EARTH HD	Infotainment (English, Hindi, Tamil, Telugu)	All India
27	SONY SPORTS TEN 1 HD	Sports (English)	All India
28	SONY SPORTS TEN 2 HD	Sports (English)	All India

29	SONY SPORTS TEN 3 HINDI HD	Sports (Hindi)	Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands
30	SONY SPORTS TEN 5 HD	Sports (English)	All India

Kindly refer to Clause 2.10 in relation to any New Channel(s).

For the purpose of this Agreement, the term “Specified States” shall mean the following:

<b>Specified States**</b>	Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli and Daman and Diu, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh and Uttarakhand
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**Table B – LCN Slabs:**

Sr. No	Channels	Genre & Language	Competing channels	LCN Slab 1	LCN Slab 2
1	SONY ENTERTAINMENT TELEVISION	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	Top 4	Top 6
2	SONY SAB	General Entertainment Channel (Hindi)	Star Plus, Colors, Zee TV, other similar channels	Top 5	Top 7
3	SONY MAX	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Star Gold 2 other similar channels	Top 3	Top 3
4	SONY MAX 1	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Star Gold 2 other similar channels	Top 6	Top 8
5	SONY MAX 2	Movies (Hindi)	Star Gold, Zee Cinema, &Pictures, Zee Bollywood, other similar channels	Top 8	Top 10
6	Sony Yay!	Kids (Hindi, Marathi, Kannada, Tamil, Telugu, Malayalam, Bengali, Odia)	Nick, Pogo, Cartoon Network, Hungama, Disney Channel, Discovery Kids, other similar channels	Top 4	Top 8
7	SONY MARATHI	General Entertainment Channel (Marathi)	Zee Marathi, Colors Marathi, Star Pravah, Zee Yuva, other similar channels	Top 5	Top 5
8	SONY AATH	General Entertainment Channel (Bengali)	Star Jalsha, Zee Bangla, Colors Bangla, other similar channels	Top 5	Top 6
9	SONY VIZHA	General Entertainment Channel (Tamil)	Sun TV, Vijay, Zee Tamil, other similar channels	Top 7	Top 9
10	SONY TELUGU	General Entertainment Channel (Telugu)	Maa TV, Zee Telugu, ETV, Gemini TV, other similar channels	Top 6	Top 8
11	SONY PIX	Movies (English)	Star Movies, Movies Now, MNX, &Flix, other similar channels	Top 4	Top 5
12	SONY BBC EARTH	Infotainment (English, Hindi, Tamil, Telugu)	Discovery Channel, Animal Planet, National Geographic, History TV18, other similar channels	Top 4	Top 6
13	SONY SPORTS TEN 1	Sports (English)	All Star Sports channels and other similar channels	Top 5	Top 7

14	SONY SPORTS TEN 2	Sports (English)	All Star Sports channels and other similar channels	Top 6	Top 8
15	SONY SPORTS TEN 3 HINDI	Sports (Hindi)	All Star Sports channels and other similar channels	Top 8	Top 10
16	SONY SPORTS TEN 4 TAMIL	Sports (Tamil)	All Star Sports channels and other similar channels	Top 11	Top 13
17	SONY SPORTS TEN 4 TELUGU	Sports (Telugu)	All Star Sports channels and other similar channels	Top 16	Top 18
18	SONY SPORTS TEN 4 KANNADA	Sports (Kannada)	All Star Sports channels and other similar channels	Top 17	Top 19
19	SONY SPORTS TEN 5	Sports (English)	All Star Sports channels and other similar channels	Top 7	Top 9
20	SONY ENTERTAINMENT TELEVISION HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	Top 4	Top 5
21	SONY SAB HD	General Entertainment Channel (Hindi)	Star Plus HD, Colors HD, Zee TV HD, other similar channels	Top 5	Top 7
22	SONY VIZHA HD	General Entertainment Channel (Tamil)	Sun TV HD, Vijay HD, Zee Tamil HD, other similar channels	Top 6	Top 6
23	SONY TELUGU HD	General Entertainment Channel (Telugu)	Maa HD, Zee Telugu HD, ETV HD, Gemini TV HD, other similar channels	Top 5	Top 5
24	SONY MAX HD	Movies (Hindi)	Star Gold HD, Star Gold Select HD, Zee Cinema HD, & Pictures HD, other similar channels	Top 3	Top 3
25	SONY PIX HD	Movies (English)	Star Movies HD, Star Movies Select HD, Movies Now HD, MN+, MNX HD, & Flix HD, other similar channels	Top 4	Top 6
26	SONY BBC EARTH HD	Infotainment (English, Hindi, Tamil, Telugu)	Discovery Channel HD, Animal Planet HD, National Geographic HD, History TV18 HD, other similar channels	Top 4	Top 7
27	SONY SPORTS TEN 1 HD	Sports (English)	All Star Sports channels and other similar channels	Top 4	Top 7
28	SONY SPORTS TEN 2 HD	Sports (English)	All Star Sports channels and other similar channels	Top 5	Top 8
29	SONY SPORTS TEN 3 HINDI HD	Sports (Hindi)	All Star Sports channels and other similar channels	Top 7	Top 10
30	SONY SPORTS TEN 5 HD	Sports (English)	All Star Sports channels and other similar channels	Top 6	Top 9

Kindly refer to Clause 2.10 in relation to any New Channel(s).

For the purpose of the Agreement, the following terms have been defined:

- **Active platform subscriber base:** The active platform subscriber base shall mean the subscribers who have subscribed to broadcasting services from the Operator.
- **Active platform SD subscriber base:** The active platform SD subscriber base shall mean the active platform subscriber base who have not subscribed to even a single HD channel from the Operator.
- **Active platform HD subscriber base:** The active platform HD subscriber base shall mean the active platform subscriber base who have subscribed to one or more HD channels from the Operator.

- **Penetration threshold:** Penetration threshold shall mean the penetration percentage for the relevant subscribed channels on the active platform subscriber base in the defined Primary Market as mentioned in Table A.

- **Broadcaster HD Penetration:** Broadcaster HD Penetration shall be taken as the highest penetration percentage of a Broadcaster HD channel (in its primary market) as numerator and Active platform HD subscriber base of the Operator as denominator.

For Eg: If Operator ABC has achieved below HD channel penetration in Rajasthan market:

- SONY ENTERTAINMENT TELEVISION HD = 93%
- SONY SAB HD = 86%
- SONY MAX HD = 86%

**Hence, the Broadcaster HD Penetration would be taken as 93%.**

**TYPES OF INCENTIVES:**

**I. PENETRATION INCENTIVE:**

Incentive Type	Criteria	If LCN rank requirements met as per LCN Slab 1 in Table B	If LCN rank requirements met as per LCN Slab 2 in Table B
Penetration Incentive	Penetration Threshold: Slab 1 (as mentioned in Table C)	13%	9%
	Penetration Threshold: Slab 2 (as mentioned in Table C)	8%	4%

**Terms and conditions:**

Operator shall be entitled to Penetration Incentive in a particular market for the respective subscribed Bouquets and Ala-carte Channels subject to the Operator meeting the below criteria's:

- (a) Meeting the specified LCN rank requirements as per the LCN Slabs specified in Table B within the specified genre on the Operator's platform, including all its local channels and Platform Services, for all the Subscribed Channels
- (b) The respective channel achieving the penetration threshold slab (through Bouquets as well as Ala carte) in the defined market as mentioned in Table C
- (c) Penetration threshold shall mean the penetration percentage for the relevant subscribed channels on the Active platform subscriber base in the defined Primary Market.
  - For channels having both HD & SD variants (e.g. SONY MAX, SONY SAB), penetration percentage will be calculated by considering the summation of subscriber base of both the variants as numerator and Active platform subscriber base as denominator. If the channel achieves the penetration as defined in Table C, then incentive will be applicable for both the variants.
  - For channel having only SD variant (e.g. Sony Max 2), penetration percentage will be calculated by considering the channel subscriber base (forming part of SD bouquet, HD bouquet and Ala Carte) as numerator and Active platform subscriber base as denominator.
- (d) Penetration Incentive will be calculated for qualifying channels basis the respective market, on proportionate revenue from such channel as A-la-carte and as part of (any) bouquet, as illustrated hereinbelow.

Penetration Incentive for a Channel shall be calculated as per the following formula:

Qualified Penetration Incentive % multiplied by [(A-la-carte Channel MRP multiplied by A-la-carte Subscribers in the specific market) plus (Effective Channel Price in a Bouquet multiplied by Bouquet Subscribers in the specific market)]

Effective Channel Price in a Bouquet:

Effective Channel price in a Bouquet shall be computed by reducing such percentage from the A-la-carte MRP of a Channel that is equivalent to the percentage of discount that the Broadcaster is offering on the MRP of the relevant Bouquet vis-a-vis the sum of A-la-carte MRP of all channels forming part of such Bouquet.

AGR/SPNI/2728/2898

**Table C: Marketwise penetration threshold**

Channels	SPECIFIED STATES		MAHARASHTRA		WEST BENGAL/ ANDAMAN AND NICOBAR ISLANDS		TAMIL NADU/ PUDUCHERRY		ANDHRA PRADESH/ TELANGANA		KARNATAKA		KERALA/ LAKSHADWEEP		ALL INDIA	
	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2	Slab-1	Slab-2
SONY ENTERTAINMENT TELEVISION + SONY ENTERTAINMENT TELEVISION HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY SAB + SONY SAB HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY MAX + SONY MAX HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY MAX 1	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY MAX 2	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY YAY!	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%
SONY PIX + SONY PIX HD	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY BBC EARTH + SONY BBC EARTH HD	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%
SONY MARATHI	25%	20%	80%	75%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY AATH	25%	20%	25%	20%	80%	75%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY VIZHA + SONY VIZHA HD	25%	20%	25%	20%	25%	20%	80%	75%	25%	20%	25%	20%	25%	20%	80%	75%
SONY TELUGU + SONY TELUGU HD	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%	25%	20%	25%	20%	80%	75%
SONY SPORTS TEN 1 + SONY SPORTS TEN 1 HD	25%	20%	25%	20%	25%	20%	80%	75%	80%	75%	80%	75%	80%	75%	80%	75%

SONY SPORTS TEN 2 + SONY SPORTS TEN 2 HD	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%	80%	75%
SONY SPORTS TEN 3 HINDI + SONY SPORTS TEN 3 HINDI HD	80%	75%	80%	75%	80%	75%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%
SONY SPORTS TEN 4 TAMIL	25%	20%	25%	20%	25%	20%	80%	75%	25%	20%	25%	20%	25%	20%	80%	75%
SONY SPORTS TEN 4 TELUGU	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%	25%	20%	25%	20%	80%	75%
SONY SPORTS TEN 4 KANNADA	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%	25%	20%	80%	75%
SONY SPORTS TEN 5 + SONY SPORTS TEN 5 HD	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	25%	20%	80%	75%

Kindly refer to Clause 2.10 in relation to any New Channel(s).

Illustration showing calculation of Penetration incentive:

Operator ABC has presence in market(s) as per below table and has subscribed to Bouquets and channels on Ala Carte basis . Assuming the Operator has placed all the Subscribed Channels as per LCN Slab 1 as per Table B and achieves below subscriber base for the subscribed Bouquet and channels in month of April 2026.

Presence of Operator ABC in market(s)	Rajasthan
Active platform SD Subscriber base of Operator ABC in market(s) <b>(A)</b>	6,500
Subscribed Channels	SONY ENTERTAINMENT TELEVISION SONY SAB SONY MAX SONY MAX 1 Sony Yay! SONY MAX 2 SONY BBC EARTH SONY SPORTS TEN 3 HINDI
Subscribed Bouquets	Happy India 2026 Smart – Hindi
Subscribed Channels MRP <b>(B)</b>	SONY ENTERTAINMENT TELEVISION = Rs.19 SONY SAB = Rs. 19 SONY MAX = Rs. 19 SONY MAX 1 = Rs. 5 Sony Yay! = Rs. 6 SONY MAX 2 = Rs. 3 SONY BBC EARTH = Rs. 3 SONY SPORTS TEN 3 HINDI = Rs. 19
Subscribed Bouquets MRP <b>(C)</b>	Happy India 2026 Smart - Hindi = Rs. 58
Effective channel price in subscribed bouquet <b>(D)</b>	SONY ENTERTAINMENT TELEVISION = Rs. 11.85 SONY SAB = Rs. 11.85 SONY MAX = Rs. 11.85 SONY MAX 1 = Rs. 3.12 Sony Yay! = Rs. 3.74 SONY MAX 2 = Rs. 1.87 SONY BBC EARTH = Rs. 1.87 SONY SPORTS TEN 3 HINDI = Rs. 11.85
Monthly Active Subscriber Base for Subscribed Channels on Ala Carte basis <b>(E)</b>	SONY ENTERTAINMENT TELEVISION = 1200 SONY SAB = 1100 SONY MAX = 1500 SONY MAX 1 = 900 Sony Yay! = 1300 SONY MAX 2 = 2000 SONY BBC EARTH = 850 SONY SPORTS TEN 3 HINDI = 775
Monthly Active Subscriber Base for Subscribed bouquet <b>(F)</b>	Happy India 2026 Smart - Hindi = 4100

Penetration of Subscribed Channels (Bouquet + A-la-carte) in their respective Primary Market(s) as per Table C ((E + F)/A)	<p>SONY ENTERTAINMENT TELEVISION = 82%</p> <p>SONY SAB = 80%</p> <p>SONY MAX = 86%</p> <p>SONY MAX 1 = 77%</p> <p>Sony Yay! = 83%</p> <p>SONY MAX 2 = 94%</p> <p>SONY BBC EARTH = 76%</p> <p>SONY SPORTS TEN 3 HINDI = 75%</p>
Penetration incentive % on Subscribed Channels that Operator ABC will avail as per Table C <b>(G)</b>	<p>SONY ENTERTAINMENT TELEVISION = 13%</p> <p>SONY SAB = 13%</p> <p>SONY MAX = 13%</p> <p>SONY MAX 1 = 8%</p> <p>Sony Yay! = 13%</p> <p>SONY MAX 2 = 13%</p> <p>SONY BBC EARTH = 8%</p> <p>SONY SPORTS TEN 3 HINDI = 8%</p>
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through bouquet for the month of April, 2026 <b>(H)</b> (H=G*F*D)	<p>SONY ENTERTAINMENT TELEVISION = Rs. 6316</p> <p>SONY SAB = Rs. 6316</p> <p>SONY MAX = Rs. 6316</p> <p>SONY MAX 1 = Rs. 1023</p> <p>Sony Yay! = Rs. 1994</p> <p>SONY MAX 2 = Rs. 997</p> <p>SONY BBC EARTH = Rs. 614</p> <p>SONY SPORTS TEN 3 HINDI = Rs. 3887</p>
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through A-la-carte for the month of April, 2026 <b>(I)</b> (I=G*E*B)	<p>SONY ENTERTAINMENT TELEVISION = Rs. 2964</p> <p>SONY SAB = Rs. 2717</p> <p>SONY MAX = Rs. 3705</p> <p>SONY MAX 1 = Rs. 360</p> <p>Sony Yay! = Rs. 1014</p> <p>SONY MAX 2 = Rs. 780</p> <p>SONY BBC EARTH = Rs. 204</p> <p>SONY SPORTS TEN 3 HINDI = Rs. 1178</p>
Penetration incentive amount of Subscribed Channels that Operator ABC will avail through bouquet and A-la-carte for the month of April, 2026 (H+I)	<p>SONY ENTERTAINMENT TELEVISION = Rs. 9280</p> <p>SONY SAB = Rs. 9033</p> <p>SONY MAX = Rs. 10021</p> <p>SONY MAX 1 = Rs. 1383</p> <p>Sony Yay! = Rs. 3008</p> <p>SONY MAX 2 = Rs. 1777</p> <p>SONY BBC EARTH = Rs. 818</p> <p>SONY SPORTS TEN 3 HINDI = Rs. 5065</p>
Total Penetration Incentive	Rs. 40384

Kindly refer to Clause 2.10 in relation to any New Channel(s).

**III. HD CONVERSION INCENTIVE:**

Slabs	Operator's Active platform HD subscriber base as a percentage of Operator's Active platform subscriber base	Broadcaster HD Penetration >50% and <70%	Broadcaster HD Penetration >70%
Slab 1	Above 25% to 40%	Nil	0.50%
Slab 2	Above 40% to 60%	0.50%	1%
Slab 3	Above 60% to 80%	1.00%	1.50%
Slab 4	Above 80% to 100%	1.50%	2.00%

**Terms and conditions:**

The Operator shall be entitled to HD Conversion Incentive in a particular market for the respective Subscribed Bouquets and Ala-carte Channels subject to the Operator meeting the below criteria's:

- (a) Meeting the specified LCN rank requirements as per the LCN Slabs specified in Table B within the specified genre on the Operator's platform, including all its local channels and Platform Services, for all the Subscribed Channels
- (b) The highest penetration percentage of a Broadcaster HD channel (in its Primary Market) will be considered to determine Broadcaster HD Penetration in Active platform HD subscriber base
- (c) Broadcaster HD channel penetration should be in channel Primary Market as defined in Table A.
- (d) HD Conversion Incentive shall be calculated on the consolidated revenue of the Operator in the qualifying channel's Primary Market which is generated from SD and HD bouquet and Ala carte channels of the Broadcaster.

**Illustration showing calculation of HD Conversion Incentive:**

Assuming Operator ABC has presence in market(s) as per below table and has subscribed to Broadcaster's bouquets and channels and has placed all the Subscribed Channels as per LCN Slab 1 as per Table B and achieves below subscriber base for the subscribed Bouquet and channels in month of April, 2026:

Presence of Operator ABC in market(s)	Rajasthan	Karnataka
Active platform SD Subscriber base of Operator ABC in market(s) <b>(A)</b>	1,500	500
Active platform HD Subscriber base of Operator ABC in market(s) <b>(B)</b>	4,500	1,500
Active platform Pay Subscriber base of Operator ABC in market(s) <b>(C)</b> (C = A+B)	6,000	2,000
Subscribed Channels	SONY BBC EARTH HD	SONY BBC EARTH HD
	SONY PIX HD	SONY PIX HD
	Sony Yay!	Sony Yay!
	SONY SPORTS TEN 4 KANNADA	SONY SPORTS TEN 4 KANNADA
Subscribed Bouquets	Happy India 2026 Smart HD - Kannada	Happy India 2026 Smart HD - Kannada
Subscribed Channels MRP <b>(D)</b>	SONY BBC EARTH HD = Rs 19	SONY BBC EARTH HD = Rs 19
	SONY PIX HD = Rs 19	SONY PIX HD = Rs 19
	Sony Yay! = Rs 6	Sony Yay! = Rs 6
	SONY SPORTS TEN 4 KANNADA = Rs 19	SONY SPORTS TEN 4 KANNADA = Rs 19
Subscribed Bouquets MRP <b>(E)</b>	Happy India 2026 Smart HD - Kannada = Rs 45	Happy India 2026 Smart HD - Kannada = Rs 45

Monthly Active Subscriber Base for Subscribed Channels on Ala Carte basis <b>(F)</b>	SONY BBC EARTH HD = 700	SONY BBC EARTH HD = 20
	SONY PIX HD = 25	SONY PIX HD = 40
	Sony Yay! = 80	Sony Yay! = 70
	SONY SPORTS TEN 4 KANNADA = 20	SONY SPORTS TEN 4 KANNADA = 190
Monthly Active Subscriber Base for Subscribed bouquet <b>(G)</b>	Happy India 2026 Smart HD - Kannada = 3000	Happy India 2026 Smart HD - Kannada = 1000
Penetration of Subscribed <b>HD Channels</b> (Bouquet + A-la-carte) in their respective Primary Market(s) <b>(H)</b> ( $H = (G+F)/B$ )	SONY BBC EARTH HD = 82%	SONY BBC EARTH HD = 68%
	SONY PIX HD = 67%	SONY PIX HD = 69%
Operator's Active platform HD subscriber base as a % of Operator's Active platform subscriber base (B/C)	4500/6000 = 75%	1500/2000 = 75%
SPNI HD Penetration in Active platform HD subscriber base	SONY BBC EARTH HD - 82% (Highest of Penetration of Subscribed HD Channels which has Rajasthan as its Primary Market)	SONY PIX HD - 69% (Highest of Penetration of Subscribed HD Channels which has Karnataka as its Primary Market)
HD Conversion Incentive (As per HD Conversion Incentive Table)	1.50%	1.00%
Bouquet Revenue for Operator ABC <b>(I)</b> ( $I=ExG$ )	Happy India 2026 Smart HD - Kannada : 3000 x 45 = 135,000	Happy India 2026 Smart HD - Kannada : 1000 x 45 = 45,000
Ala Carte Revenue for Operator ABC <b>(J)</b> ( $I=DxF$ )	SONY BBC EARTH HD: 700 x 19 = 13,300 SONY PIX HD: 25 X 19 = 475 Sony Yay!: 80 x 6 = 480 SONY SPORTS TEN 4 KANNADA: 20 x 19 = 380 Total Ala Carte Revenue = 14,635	SONY BBC EARTH HD: 20 x 19 = 380 SONY PIX HD: 40 X 19 = 760 Sony Yay!: 70 x 6 = 420 SONY SPORTS TEN 4 KANNADA: 190 x 19 = 3,610 Total Ala Carte Revenue = 5,170
Bouquet + Ala Carte Revenue for Operator ABC <b>(K)</b> ( $I+J$ )	Rs. 135,000+ Rs. 14,635 = 149,635	Rs. 45,000+ Rs. 5,170 = 50,170
HD Conversion Incentive amount that Operator ABC will avail in its respective Primary Market(s) for the month of April 2026	1.5% * Rs 149,635 = Rs 2,245	1.0% * Rs 50,170 = Rs 502

Kindly refer to Clause 2.10 in relation to any New Channel(s).

**SCHEDULE B**

**Details of the Operator**

Customer Code : \_\_\_\_\_  
 Operator Name : \_\_\_\_\_  
 Broadcaster GSTIN : \_\_\_\_\_  
 Broadcaster's Bill from Address : \_\_\_\_\_

**Organisation Type (Select any one which is applicable):**

Sole Proprietorship	Partnership	Private Limited Company	Limited Company	HUF
<input type="checkbox"/>				
LLP	Institution	Association	Society	Trust
<input type="checkbox"/>				

PAN: \_\_\_\_\_

TAN: \_\_\_\_\_

Whether registered as Micro Small and Medium Enterprises (MSME): Yes  No   
 (tick mark (✓) which is applicable)

If Yes, MSME registration number : \_\_\_\_\_

Operator's License Type [MSO/HITS/IPTV/DTH] : \_\_\_\_\_

Operator's License no. : \_\_\_\_\_

**Registered Office Address:**

Address : \_\_\_\_\_

City/Town/Village : \_\_\_\_\_

Pin code : \_\_\_\_\_

Taluka/Tehsil : \_\_\_\_\_

District : \_\_\_\_\_

State : \_\_\_\_\_

**Correspondence/Communication Address:**

Address : \_\_\_\_\_

City/Town/Village : \_\_\_\_\_

Pin code : \_\_\_\_\_



The address to provide above shall specify the Village, City/Taluka, District, Pincode, State, Tel. No, details of contact person(s) and technical person(s) (including name, mobile number, Email address etc.)

(In case of multiple Installation Address, the Operator to provide additional installation address(es) in the format set out hereinabove)

AGR/SPNI/2728/2898

**DECLARATION**

(Applicable in case where certain documents of the Operator are already available with the Broadcaster and hence not re-submitted by the Operator)

I / We, \_\_\_\_\_, further represent and warrant that the requisite information and documents which have been already provided to the Broadcaster in connection with the RIO, continues to be valid and binding. Hence, the same has not been submitted again.

<b>For</b> _____
Name of Authorized Signatory:
Designation:
Date:

AGR/SPNI/2728/2898

**SCHEDULE C**

**REPORT FORMAT AS PER TRAI MANDATE:  
(SMS system should generate this report in uneditable pdf format)**

**MONTHLY SUBSCRIBER REPORT FORMATS**

- Subscriber Reports
- Incentive Qualifying Reports

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

**A. Subscriber Reports (To be submitted Agreement-wise)**

**Subscriber Report 1- Monthly subscribers for A-la-carte channels**

A: Monthly Subscriber Reports of Channels or Bouquets to be provided by the Operator of the Channels to the Broadcaster. If the operator opts for multiple billings for separate locations, then the monthly Subscriber Reports should be submitted separately for each location to the Broadcaster.

**Name of the OPERATOR** : \_\_\_\_\_

**Area of the Operation** : \_\_\_\_\_

**Reported Month** : \_\_\_\_\_

**Year** : \_\_\_\_\_

**Date of generation of Subscriber Report** : \_\_\_\_\_

**Date of submission of Subscriber Report by the Operator** : \_\_\_\_\_

Sr No	Name of the Channel	Number of Subscribers of the channel on 7 <sup>th</sup> Day of the month	Number of Subscribers of the channel on 14 <sup>th</sup> Day of the month	Number of Subscribers of the channel on 21 <sup>st</sup> Day of the month	Number of Subscribers of the channel on 28 <sup>th</sup> Day of the month	Average Monthly Subscriber Base of the channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	SONY ENTERTAINMENT TELEVISION					
2	SONY SAB					
3	...					

**Subscriber Report 2- Monthly subscribers for bouquets of pay Channels**

**Name of the Operator** : \_\_\_\_\_

Area of the Operation : \_\_\_\_\_

Reported Month : \_\_\_\_\_

Year : \_\_\_\_\_

Date of generation of Subscriber Report : \_\_\_\_\_

Date of submission of Subscriber Report by the Operator : \_\_\_\_\_

Sr N	Name of the Bouquet of the Pay channels	Name of the constituent Channels of the bouquet of the Broadcaster	Number of Subscribers of the bouquet on 7 <sup>th</sup> Day of the month	Number of Subscribers of the bouquet on 14 <sup>th</sup> Day of the month	Number of Subscribers of the bouquet on 21 <sup>st</sup> Day of the month	Number of Subscribers of the bouquet on 28 <sup>th</sup> Day of the month	Average Monthly subscriber of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1	Happy India 2026 Smart - Hindi						
2	Happy India 2026 Smart Plus - Marathi						
3	...						

Any failure on part of the Operator to provide the monthly Subscriber Reports shall amount to material breach of the Agreement, which shall entitle the Broadcaster to withdraw the Incentives and/or terminate the Agreement and/or disconnect signals of the Channels provided to the Operator, as per the terms of the Agreement and in accordance with Applicable Law.

**Incentive Qualifying Reports (As per the Broadcaster Incentive Scheme opted)**

*Incentive Qualifying Reports to avail Incentive for the Broadcaster's Subscribed Channels (on Bouquet & Ala Carte Basis). Incentive Qualifying Reports to be submitted along with the Subscriber Reports within 7 days of end of each month.*

**Report 3 - Monthly Report for the LCN Slab:**

**Note: Separate Report to be submitted for each Head-end and the Broadcaster Primary market**

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

Primary Market : \_\_\_\_\_

Reported Month: \_\_\_\_\_

Year : \_\_\_\_\_

Sr. No	Name of the Subscribed Channel	7 <sup>th</sup> day of the month		14 <sup>th</sup> day of the month		21 <sup>th</sup> day of the month		28 <sup>th</sup> day of the month	
		LCN	Rank in the genre	LCN	Rank in the genre	LCN	Rank in the genre	LCN	Rank in the genre
1	SONY ENTERTAINMENT TELEVISION								
2	SONY SAB								
3	SONY MAX								
4	SONY ENTERTAINMENT TELEVISION HD								
5	SONY SAB HD								
6	...								

**Report 4 - Monthly Report on Bouquet & Ala Carte Penetration:**

**NOTE: Separate reports for the following markets by each Head-End for SD and HD Channels. The report shall be submitted as per states mentioned in the market category individually for each state.**

- A. Specified States - (Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli & Daman and Diu, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and Ladakh)
- B. All India
- C. TAMIL NADU/ PUDUCHERRY
- D. ANDHRA PRADESH/TELANGANA
- E. Karnataka
- F. Kerala/Lakshadweep
- G. Maharashtra
- H. West Bengal/Andaman and Nicobar Islands

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

Head-End City : \_\_\_\_\_

Primary Market : \_\_\_\_\_

Reported Month: \_\_\_\_\_ Year : \_\_\_\_\_

Network Subscriber Base for Active SD Channels: \_\_\_\_\_

Active SD Subscriber Base						
Sr. No	Subscribed Bouquet/Ala Carte Channel Name	Number of active subscribers as on 7 <sup>th</sup> day of the month	Number of active subscribers as on 14 <sup>th</sup> day of the month	Number of active subscribers as on 21 <sup>st</sup> day of the month	Number of active subscribers as on 28 <sup>th</sup> day of the month	Monthly Average Active Subscribers
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	Happy India 2026 Smart - South					
2	Happy India 2026 Sports Action					

	...					
4	SONY ENTERTAINMENT TELEVISION					
5	SONY SAB					
	...					

Network Subscriber Base for Active HD Channels \_\_\_\_\_

Active HD Subscriber Base						
Sr. No	Subscribed Bouquet/Ala Carte Channel Name	Number of active subscribers as on 7 <sup>th</sup> day of the month	Number of active subscribers as on 14 <sup>th</sup> day of the month	Number of active subscribers as on 21 <sup>st</sup> day of the month	Number of active subscribers as on 28 <sup>th</sup> day of the month	Monthly Average Active Subscribers
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1	Happy India 2026 English Delight					
2	Happy India 2026 Smart - Tamil					
3	...					
4	SONY ENTERTAINMENT TELEVISION HD					
5	SONY SPORTS TEN 1 HD					
6	...					

**SCHEDULE D****OPERATOR'S OBLIGATIONS****1. STBs, Smart Cards, Systems and Procedures.**

- 1.1 In order to ensure that each STB is capable of being used for Fingerprinting , Operator agrees that the STB supplied to the Subscribers will conform to the BIS standards as provided in BIS specifications for digital STB.
- 1.2 Operator represents and agrees that there are adequate systems, processes and controls in place regarding the distribution of STBs and Smart Cards so that they are only sold within the Authorized Area by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers residing in the Authorized Area and installations are made by Operator or its designees at an address in the Authorized Area. Adequate systems, processes and controls shall include, without limitation, Operator:
- 1.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and such Subscriber's STB and Smart Card including, without limitation, the particulars as specified in herein.
- 1.2.2 requiring all residential Subscribers to submit a recent utility bill or bank statement as proof of address, including any residential Subscribers who have been previously de-authorized prior to re-authorization, or otherwise independently verify the address prior to activation of any STB and Smart Card;
- 1.2.3 investigating any multiple Smart Cards issued under one individual name or address (other than for mirror STB's), including visiting the premises of such individuals or addresses from time to time;
- 1.2.4 deputing officers to visit and verify the accuracy and veracity of details submitted by Subscribers, in the event Operator becomes aware of any alleged continuing/potential misuse and/or misrepresentation by the Subscribers;
- 1.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
- 1.2.6 requiring that for every change of address on the Operator system and therefore re- location of a STB, there is an independent physical verification of the new residential address; and
- 1.2.7 deauthorising any STB or Smart Card that is found outside of the Authorized Area or in the possession of a person who is not a bona fide Subscriber.
- 1.3 Operator agrees that all of its STBs and Smart Cards: (i) are sold and installed together as a pack only in the Authorized Area and only at the premises of Subscribers whose address has been duly verified and as specified herein (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Channel(s) cannot be viewed if such Smart Card is removed and used with any other STB.
- 1.4 Operator agrees that all installations of STBs and Smart Cards are done directly by Operator or through its authorized dealers and only within the Authorized Area, and that the installer for every installation physically checks and ensures before installation and activation of a STB and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the STB and which is the same as detailed in the subscriber management system ("SMS").Operator's SMS shall contain all of the following information items for each residential Subscriber prior to activation of a Smart Card and STB for

such residential Subscriber:

- 1.4.1 Name;
  - 1.4.2 Installation address;
  - 1.4.3 Billing address (if different);
  - 1.4.4 Telephone number of the installation address, where applicable;
  - 1.4.5 Residential Subscriber's unique subscriber reference or subscription agreement number;
  - 1.4.6 Service/Channel(s)/Bouquets that have been selected;
  - 1.4.7 Name and unique reference number of the dealer who sold the STB to such residential Subscriber;
  - 1.4.8 Name and unique reference number of the dealer who sold the subscription to such residential Subscriber (if different);
  - 1.4.9 Name and unique reference number of the installer (if different from the dealer);
  - 1.4.10 Smart Card number; and
  - 1.4.11 Unique STB number.
- 1.5 The Operator agrees and undertakes that it shall not knowingly or negligently activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:
    - 1.5.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the SMS;
    - 1.5.2 outside of the Authorized Area; or
    - 1.5.3 that of a cable head end or any other distributor of such Channel(s) to residential subscriber.
  - 1.6 In order to ensure that the Smart Card is only activated for bone fide Subscribers, Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber and verified by Operator which matches with the address as supplied by the notified by Subscriber at the time of purchase of the STB and which is the same as detailed in the SMS.
  - 1.7 The Operator agrees that its SMS allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under Paragraph 2.4.
  - 1.8 The Operator shall ensure that OSD should support a minimum of 120 characters.
  - 1.9 The Operator shall ensure that its watermark logo is inserted on all Channels.
  - 1.10 The Operator shall submit & confirm the number of MUX's (Multiplexer Units) installed with active Transport Stream ("TS") outputs. This should include physical audit of head end and analysis of TS stream from the MUX.
  - 1.11 All TS from Multiplexers (MUX) should be encrypted for Authorized Areas.
  - 1.12 The Operator shall ensure that all LCOs' STBs will be paired with Unique System ID/ Bouquet ID, so that consumers in Authorized Area(s) can be identified. The current version of the CAS should not have any history of hacking. A certificate from the CAS Vendor, to this effect be submitted.
  - 1.13 The Fingerprinting should not get invalidated by use of any device or software.
  - 1.14 The STB & Smart Card should be paired from head-end to ensure security.
  - 1.15 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 activation and deactivations.

- 1.16 The CAS vendor/manufacturer should be known to have capability of upgrading the CAS in case of hacking.
- 1.17 The Operator to provide the make & version of CAS installed at headend.
- 1.18 CAS certificate to be provided by Operator.
- 1.19 CAS should be able to generate log of all activities i.e. activation/deactivation/ Fingerprinting /OSD.
- 1.20 CAS should be able to generate active/deactivate report channel wise/package wise.
- 1.21 STB's & cards to be uniquely paired from Operator before distributing box down the line/LCO.
- 1.22 All LCO's should be paired with unique system ID/ franchisee ID, so as to identify their end customers / ultimate Subscribers.
- 1.23 The Operator to declare by undertaking the number 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 the Broadcasters by means of a fresh undertaking.
- 1.24 Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Operator. CAS vendor must certify reconciliation of data.
- 1.25 No activation/ deactivation from direct CAS system, it must be routed via SMS client only.
- 1.26 Operator's should provide CAS vendor certified copies of active/inactivate channel wise/product wise report & Package/product report during audit period.
- 1.27 CA System should have the capability of providing history of all actions taken for at least previous 24 months.
- 1.28 The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
- 1.29 The SMS should be computerized and capable of recording the vital information and data concerning Subscribers such as:
- a) Unique Customer Id
  - b) Subscription Contract number
  - c) Name of the Subscriber
  - d) Billing Address
  - e) Installation Address
  - f) Landline telephone number
  - g) Mobile telephone number
  - h) Email Id
  - i) Service/Package subscribed to
  - j) Unique STB Number
  - k) Unique Smart Card Number
- 1.30 The SMS should be able to undertake the:
- a) Viewing and printing historical data in terms of the activations, deactivations etc
  - b) location of each and every STB Smart Card unit
  - c) The SMS should be capable of giving the reporting at any desired time about:

- i. The total no subscribers authorized
  - ii. The total no of subscribers on the network
  - iii. The total no of subscribers subscribing to a particular package or Channel at any particular date.
  - iv. The details of channels opted by subscriber on a-la carte basis.
  - v. The package wise details of the channels in the package.
  - vi. The package wise subscriber numbers.
  - vii. The ageing of the subscriber on the particular channel or package
  - viii. The history of all the above mentioned data for a period of at least 24 months.
- 1.31 The SMS and CAS should be able to handle at least one million subscribers on the system.
- 1.32 Both CAS & SMS systems should be of reputed vendors/suppliers and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
- 1.33 The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
- 1.34 The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.
- 1.35 The CAS and/or SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- 1.36 CAS & SMS should have provision to tag and blacklist Smart Card numbers and STB numbers that have been involved in Piracy in the past to ensure that the Smart Card or the STB cannot be redeployed.
- 1.37 Operator agrees that it shall at its sole cost, be responsible for ensuring the Channel(s) is distributed via a digital, encrypted format signal receivable through its CA System only by its bona fide Subscribers to the Channel(s).
- 1.38 All the STBs should have embedded CA.
- 1.39 The STB should be capable of decrypting the CA inserted by the headend.
- 1.40 The STB should be capable of doing Fingerprinting Z. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based Fingerprinting .
- 1.41 The STB should be individually addressable from the headend.
- 1.42 The STB should be able to take the messaging from the headend.
- 1.43 The messaging character length should be minimal 120 characters.
- 1.44 There should be provision for the global messaging, group messaging and the individual STB messaging.
- 1.45 The STB should have forced messaging capability.
- 1.46 The STB must be BIS compliant.
- 1.47 There should be a system in place to secure content between decryption & decompression within the STB.

- 1.48 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
- 1.49 All STB should be individually paired in advance with unique Smart Card at central warehouse of Operator before handing over to LCO (Authorized Areas) or down the line distribution.
- 1.50 Operator 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.
- 1.51 Operator should provide one set of all type/model of boxes to Broadcaster, for testing and monitoring purpose.
- 1.52 All STBs used by Operator's should be certified by their CAS vendor.
- 1.53 Forensic watermarking to be implemented on the Operator headend & STBs.
- 1.54 All the STBs should have embedded Conditional Access.
- 1.55 The STB should be capable of doing Fingerprinting . The STB should support both Entitlements Control Message (ECM) & Entitlement Management Message (EMM) based Fingerprinting .
- 1.56 ECM/EMM base forced messaging full screen and ticker mode should be available.
- 1.57 The STB should be individually addressable from the headend.
- 1.58 The messaging character length should be minimum of 120 characters.
- 1.59 There should be provision for the global messaging, group messaging and the individual STB messaging.
- 1.60 The STB should have forced messaging capability.
- 1.61 The STB must be BIS compliant.
- 1.62 The STB must not be interoperable.
- 1.63 The STB must have secure chip set with mandatory pairing.
- 1.64 There should be a system in place to secure content between decryption & decompression within the STB.
- 1.65 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
- 1.66 The PVR enabled STBs must be such that any recorded content is capable of being replayed only with the use of that STB. Once the Subscriber is disconnected, the Subscriber will not be able to have access to any recorded content.
- 1.67 Types of STB launched/to be launched:
  - a. Vanilla STB
  - b. PVR STB
  - c. Others (please specify)
- 1.68 Operator to furnish STB details as follows:
  - a. Open Standards or Proprietary.
  - b. Audio Video and Data I/O Configuration.
  - c. Local Storage.

- d. Smarts Card.
- e. PVR Functionality.
- f. Tamper Resistance.
- g. I/O Copy Protection. Please provide the details.
- h. I/O Interface to other devices.

- 1.69 DVR/PVR STB should be compliance of following;
- a. Content should get recorded along with Fingerprinting /watermarking/OSD & also should display live Fingerprinting during play out.
  - b. Recorded content should be encrypted & not play on any other devices.
  - c. Content should get record along with entitlements and play out only if current entitlement of that channel is active.
  - d. User should not have access to install third party application/software.
  - e. Describe if the STB support any type of interactive middleware.

## 2. Fingerprinting

- 2.1 All Fingerprinting hereunder is compliant with the BIS Specification for digital STB for standard definition (SD) and high definition (HD).
- 2.2 Operator agrees to give Broadcaster on Geo map a marking of its area of operation.
- 2.3 Operator shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as reasonably requested from time to time.
- 2.4 Operator shall ensure that all STBs should support Fingerprinting and should be compatible for running Fingerprinting .
- 2.5 Operator shall ensure that the system can generate multi color Fingerprinting with coloured background and no background and also font size needs to be variable. Minimum 10 colours for fonts and background strip required
- 2.6 These Fingerprinting's should appear on all screens of STBs, such as Menu, EPG and PIP etc.
- 2.7 Operator shall ensure that the CA System can also generate COVERT Fingerprinting . Operator should have tools to read such covert Fingerprinting at any given time.
- 2.8 Operator ensures that the deployed system has forced Fingerprinting capability.
- 2.9 Operator shall ensure that it shall be able to operate the Fingerprinting across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times.
- 2.10 Operator shall ensure that the Channel(s)'s Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency.
- 2.11 Use of any device or software should not invalidate the Fingerprinting .
- 2.12 The Fingerprinting should not be removable by pressing any key on the remote.
- 2.13 The Fingerprinting should be on the top most layer of the video.
- 2.14 The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (Smart Card) number.
- 2.15 The location of the Finger printing should be changeable from the headend and should be random

on the viewing device.

- 2.16 The Fingerprinting should be possible on global as well as on the individual STB basis
- 2.17 The Overt Fingerprinting and OSD messages in case of PIRD's/ scrolls in case of IRD's of the respective broadcasters should be displayed by the Operator without any alteration with regard to the time, location, duration and frequency.
- 2.18 No common interface CPE to be used.
- 2.19 The STB should have a provision that OSD is never disabled.
- 2.20 The Fingerprinting , both covert and overt, and OSD of Broadcaster should be displayed by Operator without any tampering with regard to time, location, duration, colour and frequency;
- 2.21 The Fingerprinting (both covert and overt) shall be provided by the Operator at the scheduled time, location (by x-y coordinates), duration, colour and on demand specified by Broadcaster and with a notice (either verbal or in writing) of ten (10) minutes from Broadcaster to the Operator. It should be possible to programme the STB or CPE to display its Fingerprinting through OSD messaging;

### 3. Piracy, piracy reports and prevention

- 3.1 The Operator shall immediately notify Broadcaster if it ascertains or becomes aware that (hereinafter, each a "**Piracy Event**"):
  - 3.1.1 Any Smart Card or STB is being located, supplied or sold outside the Authorized Area,
  - 3.1.2 The Channel(s) is being viewed via a Smart Card or STB by a STB party that is not a residential Subscriber,
  - 3.1.3 A Smart Card is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Authorized Area, or
  - 3.1.4 A Smart Card and/or STB is being used by a cable operator to distribute the Channel(s).
- 3.2 If Broadcaster becomes aware of a Piracy Event then, at Broadcaster's request, Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.
  - 3.2.1 In the event Broadcaster decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all necessary assistance to Broadcaster to prevent or combat such Piracy Event.
  - 3.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Broadcaster, where Broadcaster shall be one of the parties to such action, it shall notify Broadcaster in writing and seek Broadcaster's prior written consent. Where Broadcaster consents to Operator taking legal or other action on behalf of Broadcaster, Operator shall keep Broadcaster fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its Operators without the prior written consent of Broadcaster.
- 3.3 If Operator's CAS is hacked or otherwise compromised, Operator agrees to change or upgrade, within 60 days of Operator becoming aware of such hacking, its CAS and/or SMS to ensure that the CAS cannot be hacked or compromised within the Authorized Area. If Operator does not make such change or upgrade within such period of time, Broadcaster shall have the right to

suspend or terminate this Agreement in accordance with Clause 14 of the Agreement. During such period, Operator shall implement a temporary fix to protect the Channel(s).

- 3.4 The Operator shall investigate and report to Broadcaster any incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a STB and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs or Smart Cards or other equipment that enable access to the Channels.

#### **4. Infrastructure Sharing by Operator:**

In addition to the obligations laid down under the Guidelines for infrastructure sharing, the operators who are engaged in infrastructure sharing and/or availing, shall also ensure compliance with the below mentioned additional conditions:

- Audit:  
Though the same headend shall be used by the operators, audit of the Systems shall be conducted for both operators simultaneously i.e. operator sharing the infrastructure and operator availing the infrastructure sharing facility.
- Logs of all the actions taken by both the operators i.e. operator sharing the infrastructure and operator availing the infrastructure sharing facility and the console provided to the Broadcaster for reactivation /deactivation actions (applicable only for HITS platform) to be maintained for two years without any gaps.
- MSR:  
Since headend of one operator shall be used to retransmit the signals through another operator's platform, separate system generated monthly subscriber reports ("**MSRs**") shall be shared by the operators for each platform.
- To achieve the transparency in Subscriber declaration, proper tagging of the Subscriber(s) of each of the operator to be clearly done in SMS along with bifurcation of CAS server
- Where infrastructure sharing parties includes JV/group entities of the operator and SMS and CAS servers are also shared between the parties, data logs in respect of each such entity to be identified and extracted separately for both the parties.
- Disconnection of signals of our channels:  
In case of violation of New Regulatory Framework /Guidelines and/or breach of the terms and conditions of the RIO by any of the operator involved in infrastructure sharing, the signals of the Broadcaster channels shall be disconnected to both the platforms after following due process of law in case of failure to rectify the default within the statutory period.
- Supply of signals of Broadcaster's Channels to another operator:  
Where the signals of Broadcaster's Channels are supplied by the Operator to any other operator under infrastructure sharing, the Operator acknowledges that in the event of disconnection of the signals of the Broadcaster's Channels to its Platform pursuant to the terms of this Agreement, the signals of Broadcaster's Channels supplied by the Operator to another operator shall also get automatically disconnected. The Operator shall ensure that this fact of disconnection is being made known to such operator to whom signals are being supplied under infrastructure sharing.

**SCHEDULE E****HARDWARE FORM**

This Hardware Form forms an integral part of Reference Interconnect Offer bearing agreement number \_\_\_\_\_

Customer Code : \_\_\_\_\_

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

Location Code: \_\_\_\_\_

**Installation Location Address:**

Address : \_\_\_\_\_

City/Town/Village : \_\_\_\_\_

Pin code : \_\_\_\_\_

Taluka/Tehsil : \_\_\_\_\_

District : \_\_\_\_\_

State : \_\_\_\_\_

**Channel wise serial number details of all IRDs/PIRDs, VC Nos and CAMs of the Services being subscribed by the Operator at the location:**

**Installation Type:** \_\_\_\_\_

Sr. No	Select	Name of the Channel	IRD NO/PIRD NO	VC NO	CAM NO
1		SONY ENTERTAINMENT TELEVISION			
2		SONY SAB			
3		SONY MAX			
4		SONY MAX 1			
5		SONY MAX 2			
6		SONY PAL			
7		SONY WAH			
8		Sony Yay!			
9		SONY MARATHI			
10		SONY AATH			
11		SONY VIZHA			
12		SONY TELUGU			
13		SONY PIX			
14		SONY BBC EARTH			
15		SONY SPORTS TEN 1			

16		SONY SPORTS TEN 2			
17		SONY SPORTS TEN 3 HINDI			
18		SONY SPORTS TEN 4 TAMIL			
19		SONY SPORTS TEN 4 TELUGU			
20		SONY SPORTS TEN 4 KANNADA			
21		SONY SPORTS TEN 5			
22		SONY ENTERTAINMENT TELEVISION HD			
23		SONY SAB HD			
24		SONY VIZHA HD			
25		SONY TELUGU HD			
26		SONY MAX HD			
27		SONY PIX HD			
28		SONY BBC EARTH HD			
29		SONY SPORTS TEN 1 HD			
30		SONY SPORTS TEN 2 HD			
31		SONY SPORTS TEN 3 HINDI HD			
32		SONY SPORTS TEN 5 HD			

Kindly refer to Clause 2.10 in relation to any New Channel(s).

The Operator acknowledges the receipt/possession of the IRDs/PIRDs/CAM/VC as detailed above and certifies them to be found in excellent working condition.

*Capitalized terms unless otherwise defined herein shall bear the same meaning as ascribed to them under the Reference Interconnect Offer.*

<p><b>For Culver Max Entertainment Private Limited</b> (formerly Sony Pictures Networks India Pvt. Ltd.)</p>  <p>_____</p> <p>Name: Designation: *Date:</p>	<p>For _____</p>  <p>_____</p> <p>Name: Designation: *Date:</p>
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*\*The Agreement execution date shall be deemed to be the date on which the Operator/Broadcaster has last signed the Agreement.*