

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.

| For MSOs / DPOs/HITS OPERATOR: | | | | |
|---------------------------------------|--|--------------------|--|--|
| Sr. No. | Name of the Designated official | Contact no. | Email id | Name of the State/Territory for which the official is designated |
| 1 | Subhadip Bhattacharyya | 9899200055 | Subhadip.Bhattacharyya@setindia.com | 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 | Nageshwar.Raju@setindia.com | Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Puducherry, Tamil Nadu, Telangana, Madhya Pradesh, Chhattisgarh, Vidarbha region of state of Maharashtra |

| For DTH Operator/IPTV Operator: | | | |
|--|--------------------|--|---|
| Name of the Designated official | Contact no. | Email id | Name of the State/Territory for which the official is designated |
| Rohit Arora | 9811822080 | Rohit.Arora@setindia.com | 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.*

Agreement Number : _____

RIO Version Number : 23

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 4th 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 subscription audit referred to in Clause 10 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 F 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 SONY MAX 1 which is proposed to be launched by the Broadcaster and is included in the Bouquets subject to Clause 2.10. 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 9.1 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 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 "**Security Deposit**" shall have a meaning assigned to it in Clause 7.2 of this Agreement;
- 1.71 "**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;
- 1.72 "**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.
- 1.73 "**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;
- 1.74 "**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.

- 1.75 "**Subscriber Report/Reports**" shall have meaning assigned to it in Clause 5.3
- 1.76 "**Suspended Channels**" shall have meaning assigned to it in Clause 14.12`
- 1.77 "**Subscription Audit**" shall have meaning assigned to it in Clause 9.1
- 1.78 "**Technical Validation**" shall have meaning assigned to it in Clause 8.3 ;

- 1.79 “**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.
- 1.80 “**TRAI**” shall mean Telecom Regulatory Authority of India;
- 1.81 “**TDSAT**” shall mean Telecom Disputes Settlement and Appellate Tribunal;
- 1.82 “**Validation Form**” shall mean Validation Form set forth in Schedule A;
- 1.83 “**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
- 1.84 “**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:

- i. the Schedules shall form an integral part of this Agreement;
- ii. the clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
- iii. words using the singular or plural number also include the plural or singular number, respectively;
- iv. words of any gender are deemed to include the other gender;
- 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;
- vi. the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
- 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);
- 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;
- 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;
- x. a reference to "writing" includes email, except as expressly provided otherwise;
- 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;
- 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;
- 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; and

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**").
- 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 the New Channel on or after 1 April 2025. Until the time the New Channel viz. SONY MAX 1 is launched, the Operator shall be offered proportionate discount (refer below example) if the Operator chooses to opt for those Bouquets in which the New Channel is included.

Example:-

If the operator has opted for Happy India Smart – Hindi bouquet (consisting New Channel viz. SONY MAX 1) MRP of which is INR 54.00, then MRP of this Bouquet till the launch of New Channel will be INR 51.07 as calculated below:

A-la-carte MRP of SONY MAX 1 : INR 5.00

Sum of A-la-carte MRP of Happy India Smart – Hindi Bouquet: INR 92.00

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

= 5.00/92.00 x 100 = 5.43%

Hence new bouquet MRP = INR 54.00 * (1 – 5.43 %) = INR 51.07 /-

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.

- 2.11. 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.
- 2.12. 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.
- 2.13. 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.
- 2.14. 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 26th November, 2009 read with its Amendment dated 6th 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 29th 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 16th September, 2022, formulated by MIB (as may be amended from time to time); *(the guidelines mentioned in clause 4.2 (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; and

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 and / or its licensors (if applicable) reserves the right to alter the Available Channels, including the 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 shall not be disadvantaged or discriminated vis-a-vis the other channels of the same genre and/ or include the Channels in any package or tier that contains any Channel with obscene content or with any Channel offering gambling services or promoting gambling or betting. The Operator shall serve the Broadcaster with prior written intimation of its intention to package/repackage/launch a new package (promotional or otherwise). In case of default by the Operator to provide prior written notice, it shall be deemed to be a material breach and entitle the Broadcaster to initiate appropriate steps for disconnection of signals of its Channel(s) and / or terminate this Agreement for material breach of this Agreement; and
 - ii. it shall continue to offer and shall not remove any Channels or discontinue the exhibition of any Channels offered by it as part of Operator Bouquet for a period of six (6) months from the date of availing such Bouquet by a Subscriber or such other longer period for which the subscription charges have been paid by the Subscriber in advance. The Operator further agrees that once the Channel(s) has been included in the Bouquet offered by the Operator on its Platform, said Channel shall not be selectively switched off or taken off air by the Operator unless all other channels forming part of such Bouquet are switched off or taken off air by the Operator. Provided that this provision shall not apply on suspension of signals by the Broadcaster or on termination or expiry of this Agreement.
- (e) 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:

- (a) 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 | Rs. 1,52,000/- (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 (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 Package X reported by Operator | 10,000 Subscribers |
| Monthly Subscription Fee for SONY MAX channel for that month | Rs. 1,52,000/- (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 Bouquet Happy India Smart - Hindi (SPN00025HISH) and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for the Bouquet Happy India Smart - Hindi (SPN00025HISH) then the Monthly Subscription Fee payable by the Operator for that particular month will be calculated as under:

| | |
|--|--|
| MRP of Happy India Smart - Hindi Bouquet (SPN00025HISH) | Rs. 54 /- |
| Less: Distribution Margin (i.e. 20% of MRP as defined herein above) | Rs. 10.80 /- |
| Operator Rate payable to the Broadcaster | Rs. 43.20 /- |
| Monthly Average Active Subscriber Level for Happy India Smart - Hindi Bouquet (SPN00025HISH) reported by Operator | 10,000 Subscribers |
| Monthly Subscription Fee for Happy India Smart – Hindi Bouquet (SPN00025HISH) for that month | Rs. . 4,32,000 /- (Rs. 43.20 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 Monthly Subscription Fee to the Broadcaster, the Operator shall inter alia mention (a) that the payment is towards the Monthly Subscription Fee (b) Invoice details against which the said payment has been made which would also include the details of the premise and registration number of Broadcaster and the premise and registration number of Operator for which payment has been made and (c) Amount of payment along with TDS deducted thereon (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 5.6. Broadcaster shall have a right to charge interest at a monthly rate of 18% on the outstanding Monthly Subscription Fee. 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. The Broadcaster shall have the right to audit the addressable systems, CAS, SMS and other related systems of the Operator as detailed out in Schedule E 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 7.2 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 any 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; and
- 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 14th 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 10(7) and/or clause 15 of Interconnect Regulations, 2017 as amended from time to time and conduct of this validation shall not in any way be construed as conduct of 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 once in a calendar year cause audit of its SMS, CAS and other related systems (collectively referred to as "**Systems**") from Empaneled Auditor's to confirm *inter alia*, whether their Systems are in compliance with the New Regulatory Framework and also to verify and confirm whether the monthly Subscriber Reports made available by the Operator to Broadcaster are complete, true and correct ("**Subscription Audit**"). The Operator shall issue/share the audit report to this effect with the Broadcaster on audit.report@setindia.com within 24 hours of receipt of the said report from the Empaneled Auditor. The Operator shall obtain a certificate from the Empaneled Auditor that the Operator's DAS including the Systems meets the requirements specified under the New Regulatory Framework. The audit and penalty under this Clause 9.1 shall be as prescribed under the Applicable Law (as may be amended from time to time).
- 9.2. In the event, Broadcaster is not satisfied with the report received from the Operator under Clause 9.1 of this Agreement or, if in the opinion of the Broadcaster the System being used by the Operator does not meet the requirements specified under the Schedule III, Schedule IX and Schedule X of Interconnection Regulations,

Broadcaster shall have the right to review and/or cause audit by an Empaneled Auditor, by TRAI of the SMS, CAS, other related systems and records of SMS and CAS of the Operator relating to the Channels for the purpose of verifying the amounts payable to Broadcaster under the Agreement once in a year, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement for which the Operator shall provide full co-operation. The scope of the said audit shall be as defined in Schedule E to this Agreement.

- 9.3. In the event, the audit reveals a discrepancy of two (2) percent or more, then the Operator shall pay all of Broadcaster's costs incurred in connection with such review and/or audit and take all necessary actions to avoid such errors in the future. At the end of each of these audits, the Operator shall provide Broadcaster with a current date Channel-wise (Bouquet/A-la-carte) Subscriber Report from its SMS, certified by its SMS manufacturer/vendor. In the event, during the audit exercise if it is found that the Operator has not informed the Broadcaster about any change/ replacement of its existing SMS / CAS system, (which was declared at the time of execution of the Agreement), or the Operator has introduced and is using one or more SMS / CAS systems, for which it has not declared true and correct Subscriber's count and / or the Channels subscribed by the Subscriber(s), then the Broadcaster shall in its sole discretion, charge a penalty of 100% of the MRP for such Channels from the date of the Agreement. For example, if the undeclared number of Subscribers is 500 and the MRP of the Channel is Rs. X, then in such a scenario, the Operator shall be liable to pay X multiplied by 2 times (i.e. towards MRP and 100% penalty) multiplied by 500.
- 9.4. If such review and or audit reveals that additional fees are payable by the Operator to Broadcaster, then Broadcaster shall raise invoice(s) on the Operator for payment of such additional fees. The Operator shall immediately and in any event within 15(Fifteen) days from date of receipt of invoice towards the same pay such fees to the Broadcaster. In the event, the Operator fails and or neglects to pay the said fees within the timeline mentioned herein then the Operator shall be liable to pay interest (as specified in this Agreement). Notwithstanding anything contained elsewhere in the Agreement, in such an event, the Broadcaster shall be entitled to suspend any Channel(s) or terminate this Agreement, by giving such notice to Operator as is required under the New Regulatory Framework, which shall be without prejudice to Broadcaster's right to claim the additional fees.
- 9.5. Notwithstanding anything to the contrary contained herein, if during review and/or audit of the System, it is revealed that the Operator has misrepresented any information contained in the Incentive Qualifying Report or any item having a bearing on the computation of the opted Incentives and/ or the Monthly Subscription Fee payable by the Operator, the Broadcaster shall be entitled to revoke all the incentives availed by the Operator and seek appropriate refund of same along with interest (as specified in this Agreement). If Broadcaster has already paid the Eligible Incentive Value, in which case Operator shall be liable to issue a credit note in accordance with applicable GST Laws to Broadcaster of the Eligible Incentive Value already paid by Broadcaster.
- 9.6. The Operator shall maintain at its own expense the System, capable of, at a minimum:
- i. maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - ii. administering subscriptions of Subscriber agreements entered with the Operator through the system by producing and distributing contracts for new Subscribers and
 - iii. setting up and maintaining an IT enabled infrastructure whereby Subscribers contracts are collected, and recorded in the SMS database for ongoing administration;
 - iv. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - v. administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of programming packages;
 - vi. obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion; and
 - vii. that will enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers.
- 9.7. Provided that nothing stated herein above amounts to waiver by Broadcaster of its right to deactivate the signals of its Channels as per applicable Law, if such Audit reveals that the System being used by the Operator does not meet the requirements specified in the Telecommunications (Broadcasting & Cable) Services Digital Addressable Systems Audit Manual dated 8th November 2019 ("**Audit Manual**") (as may be amended from time to time).

- 9.8. The Operator shall be under a legal obligation to revert within five (5) days (“**Revert Period**”) after a request is received for audit from Broadcaster. In the event the Operator fails to respond or fails to provide a convenient date for audit falling within two weeks of the request date then it shall be deemed to be refusal on the part of the Operator to allow the Broadcaster to conduct an audit. In such a scenario, the Broadcaster shall be entitled to disconnect the signals of the Channels, in accordance with the Applicable Law.
- 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.
- 9.10. The Operator acknowledges that in the event the Operator confirms a date for audit of its System to the Broadcaster and consequently the Empanelled Auditor appointed by the Broadcaster along with Broadcaster’s representative reaches the Operator’s headend on the scheduled audit date, and the audit is cancelled or postponed or abandoned, due to any reason attributable to the Operator, then the entire cost for the said audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall be payable by the Operator to the Broadcaster, immediately upon a demand being raised by the Broadcaster in this regard.
- 9.11. the Operator shall allow presence of the Broadcaster’s representatives during Broadcaster caused Audit in accordance with this Agreement.
- 9.12. The Operator shall provide full cooperation to the Empanelled Auditors appointed by the Broadcaster in order to carry out the Audit including but not limited to granting unfettered, unqualified and unrestricted access to Operator’s facilities and Systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the Empanelled Auditors. The Operators shall have no objection to the Empanelled Auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the Empanelled Auditor at any stage during the audit. The Empanelled Auditor shall own and possess all working data and shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Validations as stated in Clause 8 herein above.
- 9.13. The Operator shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of the Broadcaster’s Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to the Broadcaster.

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. The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. The Broadcaster shall send a written notice (email permitted) to the Operator at least sixty (60) days prior to date of

expiry of this Agreement to enter into new Interconnection Agreement.

Provided further that if the Parties fail to enter into new Interconnection Agreement before the date of expiry of this Agreement, the Broadcaster shall be entitled to disconnect the retransmission of the signals of the Channels on the expiry date of this Agreement.

Provided further that the Operator shall, fifteen days prior to the date of expiry of this Agreement, inform its Subscribers through scrolls on its Platform:

- a) the date of expiry of this Agreement;
- b) the date of disconnection of signals of the Broadcaster's Channels in event of its failure to enter into new Interconnection Agreement.

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 to remove the period for which the Disconnection Notice needs to remain valid before the signal of any or all of the Channels are switched off and accordingly the Agreement can be partially or wholly terminated respectively by Broadcaster, the remedy period for Operator's breach in Clause 14.2 (iii) shall be such period as may be prescribed by 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 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 Smart – Hindi bouquet will change from INR 54 .00 to INR 51.65 , as shown below:

A-la-carte MRP of Sony Yay! : INR 4.00

Sum of A-la-carte MRP of Happy India Smart – Hindi bouquet: INR 92.00

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

= 4.00/92.00 x 100 = 4.35 %

Hence new bouquet MRP = INR 54.00 * (1 – 4.35 %) = INR 51.65 /-

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); or
- 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 2nd 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:

| | |
|--|---|
| <p>For _____</p> | <p>_____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>*Date: _____</p> |
| <p>For Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)</p> | <p>_____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>*Date: _____</p> |

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

AGR/SPNI/2728/3738

SCHEDULE A
VALIDATION FORM

Term*: One year from Agreement Start Date.

Agreement Start Date: _____

**Where the end date of the Agreement falls on any date other than the last day of the month, in such case(s) 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 15/03/2025 to 14/03/2026 then the end date of such Agreement shall be deemed to be 31/03/2026.*

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 | <input type="checkbox"/> | SONY ENTERTAINMENT TELEVISION | SPN0000 00SET | General Entertainment Channel (Hindi) | 19 | 15.2 |
| 2 | <input type="checkbox"/> | SONY SAB | SPN0000 00SAB | General Entertainment Channel (Hindi) | 19 | 15.2 |
| 3 | <input type="checkbox"/> | SONY PAL | SPN0000 00PAL | General Entertainment Channel (Hindi) | 1 | 0.8 |
| 4 | <input type="checkbox"/> | SONY MARATHI | SPN0000 00MAR | General Entertainment Channel (Marathi) | 6 | 4.8 |
| 5 | <input type="checkbox"/> | SONY AATH | SPN0000 0AATH | General Entertainment Channel (Bengali) | 6 | 4.8 |
| 6 | <input type="checkbox"/> | SONY MAX | SPN0000 00MAX | Movies (Hindi) | 19 | 15.2 |
| 7 | <input type="checkbox"/> | SONY MAX 1 # | SPN0000 0MAX1 | Movies (Hindi) | 5 | 4.0 |
| 8 | <input type="checkbox"/> | SONY MAX 2 | SPN0000 0MAX2 | Movies (Hindi) | 2 | 1.6 |
| 9 | <input type="checkbox"/> | SONY WAH | SPN0000 00WAH | Movies (Hindi) | 1 | 0.8 |
| 10 | <input type="checkbox"/> | SONY YAY! | SPN0000 00YAY | Kids (Hindi, Marathi, Kannada, Tamil, Telugu, Malayalam, Bengali, Odia) | 4 | 3.2 |
| 11 | <input type="checkbox"/> | SONY PIX | SPN0000 00PIX | Movies (English) | 10 | 8.0 |
| 12 | <input type="checkbox"/> | SONY BBC EARTH | SPN0000 0BBCE | Infotainment (English, Hindi, Tamil, Telugu) | 3 | 2.4 |
| 13 | <input type="checkbox"/> | SONY SPORTS TEN 1 | SPN0000 0TEN1 | Sports (English) | 19 | 15.2 |
| 14 | <input type="checkbox"/> | SONY SPORTS TEN 2 | SPN0000 0TEN2 | Sports (English) | 19 | 15.2 |
| 15 | <input type="checkbox"/> | SONY SPORTS TEN 5 | SPN0000 00SIX | Sports (English) | 19 | 15.2 |
| 16 | <input type="checkbox"/> | SONY SPORTS TEN 3 | SPN0000 0TEN3 | Sports (Hindi) | 19 | 15.2 |
| 17 | <input type="checkbox"/> | SONY SPORTS TEN 4 | SPN0000 0TEN4 | Sports (Telugu,Tamil) | 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

#Please refer to clause 2.10.

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 | <input type="checkbox"/> | SONY ENTERTAINMENT TELEVISION HD | SPN00000SETHD | General Entertainment Channel (Hindi) | 19 | 15.2 |

| | | | | | | |
|----|--------------------------|----------------------|--------------|--|----|------|
| 2 | <input type="checkbox"/> | SONY SAB HD | SPN0000SABHD | General Entertainment Channel (Hindi) | 19 | 15.2 |
| 3 | <input type="checkbox"/> | SONY MAX HD | SPN0000MAXHD | Movies (Hindi) | 19 | 15.2 |
| 4 | <input type="checkbox"/> | SONY PIX HD | SPN0000PIXHD | Movies (English) | 19 | 15.2 |
| 5 | <input type="checkbox"/> | SONY BBC EARTH HD | SPN000BBCEHD | Infotainment (English, Hindi, Tamil, Telugu) | 19 | 15.2 |
| 6 | <input type="checkbox"/> | SONY SPORTS TEN 1 HD | SPN000TEN1HD | Sports (English) | 19 | 15.2 |
| 7 | <input type="checkbox"/> | SONY SPORTS TEN 2 HD | SPN000TEN2HD | Sports (English) | 19 | 15.2 |
| 8 | <input type="checkbox"/> | SONY SPORTS TEN 5 HD | SPN0000SIXHD | Sports (English) | 19 | 15.2 |
| 9 | <input type="checkbox"/> | SONY SPORTS TEN 3 HD | SPN000TEN3HD | Sports (Hindi) | 19 | 15.2 |
| 10 | <input type="checkbox"/> | SONY SPORTS TEN 4 HD | SPN000TEN4HD | Sports (Telugu, Tamil) | 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

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 Names | Bouquet Code | Bouquet Type | MRP* | OPR* | Bouquet Composition |
|--------|--------------------------|----------------------------------|---------------|--------------|------|------|--|
| 1 | <input type="checkbox"/> | Happy India Smart - Hindi | SPN00025 HISH | SD | 54 | 43.2 | SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY PAL, SONY MAX, SONY MAX 1 #, SONY MAX 2, SONY WAH, Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 3 |
| 2 | <input type="checkbox"/> | Happy India Smart - Marathi | SPN00025 HISM | SD | 56 | 44.8 | SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY PAL, SONY MAX, SONY MAX 1 #, SONY MAX 2, SONY WAH, Sony Yay!, SONY MARATHI, SONY BBC EARTH, SONY SPORTS TEN 3 |
| 3 | <input type="checkbox"/> | Happy India Smart - Bangla | SPN00025 HISB | SD | 56 | 44.8 | SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY PAL, SONY MAX, SONY MAX 1 #, SONY MAX 2, SONY WAH, Sony Yay!, SONY AATH, SONY BBC EARTH, SONY SPORTS TEN 3 |
| 4 | <input type="checkbox"/> | Happy India Smart Plus - Hindi | SPN0025H ISPH | SD | 91 | 72.8 | SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY PAL, SONY MAX, SONY MAX 1 #, SONY MAX 2, SONY WAH, SONY PIX, Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 3, SONY SPORTS TEN 5 |
| 5 | <input type="checkbox"/> | Happy India Smart Plus - Marathi | SPN0025H ISPM | SD | 93 | 74.4 | SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY PAL, SONY MAX, SONY MAX 1 #, SONY MAX 2, SONY WAH, SONY PIX, Sony Yay!, SONY MARATHI, SONY BBC EARTH, SONY SPORTS TEN 1, SONY |

| | | | | | | | |
|----|--------------------------|-----------------------------------|---------------|----|-----|------|--|
| | | | | | | | SPORTS TEN 2, SONY SPORTS TEN 3, SONY SPORTS TEN 5 |
| 6 | <input type="checkbox"/> | Happy India Smart Plus - Bangla | SPN0025H ISPB | SD | 93 | 74.4 | SONY ENTERTAINMENT TELEVISION, SONY SAB, SONY PAL, SONY MAX, SONY MAX 1 #, SONY MAX 2, SONY WAH, SONY PIX, Sony Yay!, SONY AATH, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 3, SONY SPORTS TEN 5 |
| 7 | <input type="checkbox"/> | Happy India Smart - South 1 | SPN0000H ISS1 | SD | 28 | 22.4 | Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 5 |
| 8 | <input type="checkbox"/> | Happy India Smart - South 2 | SPN0000H ISS2 | SD | 28 | 22.4 | Sony Yay!, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 4 |
| 9 | <input type="checkbox"/> | Happy India Smart Plus - South | SPN0000H ISPS | SD | 45 | 36 | SONY ENTERTAINMENT TELEVISION, SONY MAX 2, SONY WAH, Sony Yay!, SONY PIX, SONY BBC EARTH, SONY SPORTS TEN 1, SONY SPORTS TEN 5 |
| 10 | <input type="checkbox"/> | Happy India Sports Action | SPN00000 HISA | SD | 50 | 40 | SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 3, SONY SPORTS TEN 5 |
| 11 | <input type="checkbox"/> | Happy India Sports Action - South | SPN0000H ISAS | SD | 50 | 40 | SONY SPORTS TEN 1, SONY SPORTS TEN 2, SONY SPORTS TEN 4, SONY SPORTS TEN 5 |
| 12 | <input type="checkbox"/> | Happy India English Delight | SPN00000 HIED | SD | 13 | 10.4 | SONY BBC EARTH, SONY PIX, Sony Yay! |
| 13 | <input type="checkbox"/> | Happy India Smart HD - Hindi | SPN025HI SHHD | HD | 88 | 70.4 | SONY ENTERTAINMENT TELEVISION HD, SONY SAB HD, SONY PAL, SONY MAX HD, SONY MAX 1#, SONY MAX 2, SONY WAH, Sony Yay!, SONY BBC EARTH HD, SONY SPORTS TEN 3 HD |
| 14 | <input type="checkbox"/> | Happy India Smart HD - Marathi | SPN025HI SMHD | HD | 90 | 72 | SONY ENTERTAINMENT TELEVISION HD, SONY SAB HD, SONY PAL, SONY MAX HD, SONY MAX 1#, SONY MAX 2, SONY WAH, Sony Yay!, SONY MARATHI, SONY BBC EARTH HD, SONY SPORTS TEN 3 HD |
| 15 | <input type="checkbox"/> | Happy India Smart HD - Bangla | SPN025HI SBHD | HD | 90 | 72 | SONY ENTERTAINMENT TELEVISION HD, SONY SAB HD, SONY PAL, SONY MAX HD, SONY MAX 1#, SONY MAX 2, SONY WAH, Sony Yay!, SONY AATH, SONY BBC EARTH HD, SONY SPORTS TEN 3 HD |
| 16 | <input type="checkbox"/> | Happy India Smart HD Plus - Hindi | SPN25HIS PHHD | HD | 108 | 86.4 | SONY ENTERTAINMENT TELEVISION HD, SONY SAB HD, SONY PAL, SONY MAX HD, SONY MAX 1#, SONY MAX 2, SONY WAH, SONY PIX HD, Sony Yay!, SONY BBC EARTH HD, SONY SPORTS TEN 1 HD, SONY SPORTS TEN 2 HD, SONY SPORTS TEN 3 HD, SONY SPORTS TEN 5 HD |

| | | | | | | | |
|----|--------------------------|--------------------------------------|---------------|----|-----|------|--|
| 17 | <input type="checkbox"/> | Happy India Smart HD Plus - Marathi | SPN25HIS PMHD | HD | 110 | 88 | SONY ENTERTAINMENT TELEVISION HD, SONY SAB HD, SONY PAL, SONY MAX HD, SONY MAX 1 #, SONY MAX 2, SONY WAH, SONY PIX HD, Sony Yay!, SONY MARATHI, SONY BBC EARTH HD, SONY SPORTS TEN 1 HD, SONY SPORTS TEN 2 HD, SONY SPORTS TEN 3 HD, SONY SPORTS TEN 5 HD |
| 18 | <input type="checkbox"/> | Happy India Smart HD Plus - Bangla | SPN25HIS PBHD | HD | 110 | 88 | SONY ENTERTAINMENT TELEVISION HD, SONY SAB HD, SONY PAL, SONY MAX HD, SONY MAX 1 #, SONY MAX 2, SONY WAH, SONY PIX HD, Sony Yay!, SONY AATH, SONY BBC EARTH HD, SONY SPORTS TEN 1 HD, SONY SPORTS TEN 2 HD, SONY SPORTS TEN 3 HD, SONY SPORTS TEN 5 HD |
| 19 | <input type="checkbox"/> | Happy India Smart HD - South 1 | SPN00HIS S1HD | HD | 40 | 32 | Sony Yay!, SONY BBC EARTH HD, SONY SPORTS TEN 1 HD, SONY SPORTS TEN 5 HD |
| 20 | <input type="checkbox"/> | Happy India Smart HD - South 2 | SPN00HIS S2HD | HD | 40 | 32 | Sony Yay!, SONY BBC EARTH HD, SONY SPORTS TEN 1 HD, SONY SPORTS TEN 4 HD |
| 21 | <input type="checkbox"/> | Happy India Smart HD Plus - South | SPN00HIS PSHD | HD | 61 | 48.8 | SONY ENTERTAINMENT TELEVISION HD, SONY MAX 2, SONY WAH, Sony Yay!, SONY PIX HD, SONY BBC EARTH HD, SONY SPORTS TEN 1 HD, SONY SPORTS TEN 5 HD |
| 22 | <input type="checkbox"/> | Happy India Sports Action HD | SPN000HI SAHD | HD | 63 | 50.4 | SONY SPORTS TEN 1 HD, SONY SPORTS TEN 2 HD, SONY SPORTS TEN 3 HD, SONY SPORTS TEN 5 HD |
| 23 | <input type="checkbox"/> | Happy India Sports Action HD - South | SPN00HIS ASHD | HD | 63 | 50.4 | SONY SPORTS TEN 1 HD, SONY SPORTS TEN 2 HD, SONY SPORTS TEN 4 HD, SONY SPORTS TEN 5 HD |
| 24 | <input type="checkbox"/> | Happy India English Delight HD | SPN000HI EDHD | HD | 33 | 26.4 | SONY BBC EARTH HD, SONY PIX HD, Sony Yay! |
| 25 | <input type="checkbox"/> | Happy India All HD | SPN0025H IAHD | HD | 113 | 90.4 | SONY ENTERTAINMENT TELEVISION HD, SONY SAB HD, SONY PAL, SONY MAX HD, SONY MAX 1 #, SONY MAX 2, SONY WAH, SONY PIX HD, Sony Yay!, SONY AATH, SONY MARATHI, SONY BBC EARTH HD, SONY SPORTS TEN 1 HD, SONY SPORTS TEN 2 HD, SONY SPORTS TEN 3 HD, SONY SPORTS TEN 5 HD |

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

#Please refer to clause 2.10.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

| | |
|--|--|
| <p>For _____</p> | <p>_____</p> <p>Name : _____</p> <p>Designation: _____</p> <p>*Date: _____</p> |
| <p>For Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)</p> | <p>_____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>*Date: _____</p> |

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

AGR/SPNI/2728/3738

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 ("***Eligibility Criteria***"):
 - a. 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.
 - b. 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
 - c. 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.
 - d. 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: Yes No
(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, the 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 PAL SONY MAX SONY MAX 1 # SONY MAX 2 SONY WAH Sony Yay! SONY MARATHI SONY BBC EARTH SONY SPORTS TEN 3 |
| LCNs assigned to the Subscribed Channels by Operator ABC in its EPG | SONY ENTERTAINMENT TELEVISION:4 th LCN in genre SONY SAB : 5 th LCN in genre SONY PAL : 10 th LCN in genre SONY MAX : 2 nd LCN in genre SONY MAX 1 # : 5 th LCN in genre SONY MAX 2 : 9 th LCN in genre SONY WAH : 10 th LCN in genre Sony Yay! : 4 th LCN in genre SONY MARATHI : 7 th LCN in genre SONY BBC EARTH : 4 th LCN in genre SONY SPORTS TEN 3 :6 th 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 either 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 |

#Please refer to clause 2.10.

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 PAL | General Entertainment Channel (Hindi) | Specified States, |

| | | | |
|----|-------------------|---|---|
| | | | Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 4 | SONY MAX | Movies (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 5 | SONY MAX 1 # | Movies (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 6 | SONY MAX 2 | Movies (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 7 | SONY WAH | Movies (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 8 | Sony Yay! | Kids (Hindi, Marathi, Kannada, Tamil, Telugu, Malayalam, Bengali, Odia) | All India |
| 9 | SONY MARATHI | General Entertainment Channel (Marathi) | Maharashtra |
| 10 | SONY AATH | General Entertainment Channel (Bengali) | West Bengal/ Andaman & Nicobar Islands |
| 11 | SONY PIX | Movies (English) | All India |
| 12 | SONY BBC EARTH | Infotainment (English, Hindi, Tamil, Telugu) | All India |
| 13 | SONY SPORTS TEN 5 | Sports (English) | All India |
| 14 | SONY SPORTS TEN 1 | Sports (English) | All India |
| 15 | SONY SPORTS TEN 2 | Sports (English) | All India |
| 16 | SONY SPORTS TEN 3 | Sports (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & |

| | | | |
|----|----------------------------------|--|---|
| | | | Nicobar Islands |
| 17 | SONY SPORTS TEN 4 | Sports (Telugu,Tamil) | Tamil Nadu/ Puducherry / Andhra Pradesh /Telangana |
| 18 | SONY ENTERTAINMENT TELEVISION HD | General Entertainment Channel (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 19 | SONY SAB HD | General Entertainment Channel (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 20 | SONY MAX HD | Movies (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 21 | SONY PIX HD | Movies (English) | All India |
| 22 | SONY BBC EARTH HD | Infotainment (English, Hindi, Tamil, Telugu) | All India |
| 23 | SONY SPORTS TEN 5 HD | Sports (English) | All India |
| 24 | SONY SPORTS TEN 1 HD | Sports (English) | All India |
| 25 | SONY SPORTS TEN 2 HD | Sports (English) | All India |
| 26 | SONY SPORTS TEN 3 HD | Sports (Hindi) | Specified States, Maharashtra, West Bengal/ Andaman & Nicobar Islands |
| 27 | SONY SPORTS TEN 4 HD | Sports (Telugu,Tamil) | Tamil Nadu/ Puducherry / Andhra Pradesh /Telangana |

#Please refer to clause 2.10.

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

| | |
|---------------------------|---|
| Specified States** | 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 |
|---------------------------|---|

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 PAL | General Entertainment Channel (Hindi) | Star Plus, Colors, Zee TV, Star Bharat, Colors Rishtey, Zee Anmol, other similar channels | Top 10 | Top 15 |
| 4 | SONY MAX | Movies (Hindi) | Star Gold, Zee Cinema, &Pictures, Star Gold 2 other similar channels | Top 3 | Top 3 |
| 5 | SONY MAX 1# | Movies (Hindi) | Star Gold, Zee Cinema, &Pictures, Star Gold 2 other similar channels | Top 6 | Top 8 |
| 6 | SONY MAX 2 | Movies (Hindi) | Star Gold, Zee Cinema, &Pictures, Zee Bollywood, other similar channels | Top 8 | Top 10 |
| 7 | SONY WAH | Movies (Hindi) | Star Gold, Zee Cinema, &Pictures, Zee Anmol Cinema, Colors Cineplex Superhits, Star Utsav Movies, other similar channels | Top 10 | Top 15 |
| 8 | 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 |
| 9 | SONY PIX | Movies (English) | Star Movies, Movies Now, MNX, &Flix, other similar channels | Top 4 | Top 5 |
| 10 | SONY BBC EARTH | Infotainment (English, Hindi, Tamil, Telugu) | Discovery Channel, Animal Planet, National Geographic, History TV18, other similar channels | Top 4 | Top 6 |
| 11 | SONY AATH | General Entertainment Channel (Bengali) | Star Jalsha, Zee Bangla, Colors Bangla, other similar channels | Top 5 | Top 6 |
| 12 | SONY SPORTS TEN 1 | Sports (English) | All Star Sports and Sports 18 channels and other similar channels | Top 5 | Top 7 |
| 13 | SONY SPORTS TEN 2 | Sports (English) | All Star Sports and Sports 18 channels and other similar channels | Top 6 | Top 8 |
| 14 | SONY SPORTS TEN 3 | Sports (Hindi) | All Star Sports and Sports 18 channels and other similar channels | Top 8 | Top 10 |
| 15 | SONY SPORTS TEN 4 | Sports (Telugu,Tamil) | All Star Sports and Sports 18 channels and other similar channels | Top 11 | Top 13 |

| | | | | | |
|----|----------------------------------|--|---|-------|--------|
| 16 | SONY SPORTS TEN 5 | Sports (English) | All Star Sports and Sports 18 channels and other similar channels | Top 7 | Top 9 |
| 17 | SONY MARATHI | General Entertainment Channel (Marathi) | Zee Marathi, Colors Marathi, Star Pravah, Zee Yuva, other similar channels | Top 5 | Top 5 |
| 18 | SONY ENTERTAINMENT TELEVISION HD | General Entertainment Channel (Hindi) | Star Plus HD, Colors HD, Zee TV HD, other similar channels | Top 4 | Top 5 |
| 19 | SONY SAB HD | General Entertainment Channel (Hindi) | Star Plus HD, Colors HD, Zee TV HD, other similar channels | Top 5 | Top 7 |
| 20 | SONY MAX HD | Movies (Hindi) | Star Gold HD, Star Gold Select HD, Zee Cinema HD, & Pictures HD, other similar channels | Top 3 | Top 3 |
| 21 | 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 |
| 22 | 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 |
| 23 | SONY SPORTS TEN 1 HD | Sports (English) | All Star Sports HD and Sports 18 HD channels and other similar channels | Top 4 | Top 7 |
| 24 | SONY SPORTS TEN 2 HD | Sports (English) | All Star Sports HD and Sports 18 HD channels and other similar channels | Top 5 | Top 8 |
| 25 | SONY SPORTS TEN 3 HD | Sports (Hindi) | All Star Sports HD and Sports 18 HD channels and other similar channels | Top 7 | Top 10 |
| 26 | SONY SPORTS TEN 4 HD | Sports (Telugu, Tamil) | All Star Sports HD and Sports 18 HD channels and other similar channels | Top 8 | Top 11 |
| 27 | SONY SPORTS TEN 5 HD | Sports (English) | All Star Sports HD and Sports 18 HD channels and other similar channels | Top 6 | Top 9 |

#Please refer to clause 2.10.

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 channels having only SD variant (e.g. Sony Max 2, Sony Pal), 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

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 |
| SONY ENTERTAINMENT TELEVISION + SONY ENTERTAINMENT TELEVISION HD | 80% | 75% | 80% | 75% | 80% | 75% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY SAB + SONY SAB HD | 80% | 75% | 80% | 75% | 80% | 75% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY PAL | 80% | 75% | 80% | 75% | 80% | 75% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY MAX + SONY MAX HD | 80% | 75% | 80% | 75% | 80% | 75% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY MAX 1 | 80% | 75% | 80% | 75% | 80% | 75% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY MAX 2 | 80% | 75% | 80% | 75% | 80% | 75% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY WAH | 80% | 75% | 80% | 75% | 80% | 75% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY YAY! | 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% |
| SONY BBC EARTH + SONY BBC EARTH HD | 80% | 75% | 80% | 75% | 80% | 75% | 80% | 75% | 80% | 75% | 80% | 75% |
| SONY MARATHI | 25% | 20% | 80% | 75% | 25% | 20% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY AATH | 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% |
| SONY SPORTS TEN 2 + SONY SPORTS TEN 2 HD | 25% | 20% | 25% | 20% | 25% | 20% | 25% | 20% | 25% | 20% | 25% | 20% |
| SONY SPORTS TEN 3 + SONY SPORTS TEN 3 HD | 80% | 75% | 80% | 75% | 80% | 75% | 25% | 20% | 25% | 20% | 80% | 75% |
| SONY SPORTS TEN 4 + SONY SPORTS TEN 4 HD | 25% | 20% | 25% | 20% | 25% | 20% | 80% | 75% | 25% | 20% | 80% | 75% |
| SONY SPORTS TEN | 25% | 20% | 25% | 20% | 25% | 20% | 25% | 20% | 80% | 75% | 80% | 75% |

| | |
|--|---|
| | <p>SONY MAX 1 = 900 # SONY PAL = 1600 SONY WAH = 1800 Sony Yay! = 1300 SONY MAX 2 = 2000 SONY BBC EARTH = 850 SONY SPORTS TEN 3 = 775</p> |
| Monthly Active Subscriber Base for Subscribed bouquet (F) | HAPPY INDIA 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% SONY SAB = 80% SONY MAX = 86% SONY MAX 1 = 77% # SONY PAL = 88% SONY WAH = 91% Sony Yay! = 83% SONY MAX 2 = 94% SONY BBC EARTH = 76% SONY SPORTS TEN 3 = 75%</p> |
| Penetration incentive % on Subscribed Channels that Operator ABC will avail as per Table C (G) | <p>SONY ENTERTAINMENT TELEVISION = 13% SONY SAB = 13% SONY MAX = 13% SONY MAX 1 = 8% # SONY PAL = 13% SONY WAH = 13% Sony Yay! = 13% SONY MAX 2 = 13% SONY BBC EARTH = 8% SONY SPORTS TEN 3 = 8%</p> |
| Penetration incentive amount of Subscribed Channels that Operator ABC will avail through bouquet for the month of February, 2025 (H) (H=G*F*D) | <p>SONY ENTERTAINMENT TELEVISION = Rs. 5944 SONY SAB = Rs. 5944 SONY MAX = Rs. 5944 SONY MAX 1 = Rs. 963 # SONY PAL = Rs. 313 SONY WAH = Rs. 313 Sony Yay! = Rs. 1251 SONY MAX 2 = Rs. 626 SONY BBC EARTH = Rs. 578 SONY SPORTS TEN 3 = Rs. 3658</p> |
| Penetration incentive amount of Subscribed Channels that Operator ABC will avail through A-la-carte for the month of February, 2025 (I) (I=G*E*B) | <p>SONY ENTERTAINMENT TELEVISION = Rs. 2964 SONY SAB = Rs. 2717 SONY MAX = Rs. 3705 SONY MAX 1 = Rs. 360 # SONY PAL = Rs. 208</p> |

| | |
|---|---|
| | SONY WAH = Rs. 234 Sony Yay! = Rs. 676 SONY MAX 2 = Rs. 520 SONY BBC EARTH = Rs. 204 SONY SPORTS TEN 3 = Rs. 1178 |
| Penetration incentive amount of Subscribed Channels that Operator ABC will avail through bouquet and A-la-carte for the month of February, 2025 (H+I) | SONY ENTERTAINMENT TELEVISION = Rs. 8908 SONY SAB = Rs. 8661 SONY MAX = Rs. 9649 SONY MAX 1 = Rs. 1323 # SONY PAL = Rs.521 SONY WAH = Rs. 547 Sony Yay! = Rs. 1927 SONY MAX 2 = Rs. 1146 SONY BBC EARTH = Rs. 782 SONY SPORTS TEN 3 = Rs. 4836 |
| Total Penetration Incentive | Rs. 38,299 |

#Please refer to clause 2.10.

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:

- 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
- 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
- Broadcaster HD channel penetration should be in channel Primary Market as defined in Table A.
- 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 February, 2025:

| Presence of Operator ABC in market(s) | Rajasthan | Karnataka |
|---|----------------------------------|----------------------------------|
| Active platform SD Subscriber base of Operator ABC in market(s) (A) | 1,500 | 500 |
| Active platform HD Subscriber base of Operator ABC in market(s) (B) | 4,500 | 1,500 |
| Active platform Pay Subscriber base of Operator ABC in market(s) (C) (C = A+B) | 6,000 | 2,000 |
| Subscribed Channels | SONY ENTERTAINMENT TELEVISION HD | SONY ENTERTAINMENT TELEVISION HD |

| | | |
|--|---|---|
| | SONY MAX 2 | SONY MAX 2 |
| | SONY WAH | SONY WAH |
| | Sony Yay! | Sony Yay! |
| | SONY PIX HD | SONY PIX HD |
| | SONY BBC EARTH HD | SONY BBC EARTH HD |
| | SONY SPORTS TEN 1 HD | SONY SPORTS TEN 1 HD |
| | SONY SPORTS TEN 5 HD | SONY SPORTS TEN 5 HD |
| Subscribed Bouquets | Happy India Smart HD Plus - South | Happy India Smart HD Plus - South |
| Subscribed Channels MRP (D) | SONY ENTERTAINMENT TELEVISION HD = Rs 19 | SONY ENTERTAINMENT TELEVISION HD = Rs 19 |
| | SONY MAX 2 = Rs 2 | SONY MAX 2 = Rs 2 |
| | SONY WAH = Rs 1 | SONY WAH = Rs 1 |
| | Sony Yay! = Rs 4 | Sony Yay! = Rs 4 |
| | SONY PIX HD = Rs 19 | SONY PIX HD = Rs 19 |
| | SONY BBC EARTH HD = Rs 19 | SONY BBC EARTH HD = Rs 19 |
| | SONY SPORTS TEN 1 HD = Rs 19 | SONY SPORTS TEN 1 HD = Rs 19 |
| SONY SPORTS TEN 5 HD = Rs 19 | SONY SPORTS TEN 5 HD = Rs 19 | |
| Subscribed Bouquets MRP (E) | Happy India Smart HD Plus - South = Rs 61 | Happy India Smart HD Plus - South = Rs 61 |
| Monthly Active Subscriber Base for Subscribed Channels on Ala Carte basis (F) | SONY ENTERTAINMENT TELEVISION HD = 700 | SONY ENTERTAINMENT TELEVISION HD = 150 |
| | SONY MAX 2 = 25 | SONY MAX 2 = 10 |
| | SONY WAH = 70 | SONY WAH = 30 |
| | Sony Yay! = 80 | Sony Yay! = 70 |
| | SONY PIX HD = 20 | SONY PIX HD = 0 |
| | SONY BBC EARTH HD = 30 | SONY BBC EARTH HD = 10 |
| | SONY SPORTS TEN 1 HD = 40 | SONY SPORTS TEN 1 HD = 35 |
| SONY SPORTS TEN 5 HD = 20 | SONY SPORTS TEN 5 HD = 10 | |
| Monthly Active Subscriber Base for Subscribed bouquet (G) | Happy India Smart HD Plus - South = 3000 | Happy India Smart HD Plus - South = 1000 |
| Penetration of Subscribed HD Channels (Bouquet + A-la-carte) in their respective Primary Market(s) (H) (H = (G+F)/B) | SONY ENTERTAINMENT TELEVISION HD = 82% | SONY ENTERTAINMENT TELEVISION HD = 77% |
| | SONY PIX HD = 67% | SONY PIX HD = 67% |
| | SONY BBC EARTH HD = 67% | SONY BBC EARTH HD = 67% |
| | SONY SPORTS TEN 1 HD = 68% | SONY SPORTS TEN 1 HD = 69% |
| | SONY SPORTS TEN 5 HD = 67% | SONY SPORTS TEN 5 HD = 67% |
| 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 ENTERTAINMENT TELEVISION HD - 82% (Highest of Penetration of Subscribed HD Channels which has Rajasthan as its Primary Market) | SONY SPORTS TEN 1 HD - 69% (Highest of Penetration of Subscribed HD Channels which has Karnataka as its Primary Market) |
| HD Conversion Incentive (As per HD | 1.50% | 1.00% |

| | | |
|--|--|--|
| Conversion Incentive Table) | | |
| Bouquet Revenue for Operator ABC (I) (I=ExG) | Happy India Smart HD Plus - South: 3000 x 61 = 183,000 | Happy India Smart HD Plus - South: 1000 x 61 = 61,000 |
| Ala Carte Revenue for Operator ABC (J) (I=DxF) | <p>SONY ENTERTAINMENT TELEVISION HD: 700 x 19 = 13,300</p> <p>SONY MAX 2: 25 X 2 = 50</p> <p>SONY WAH: 70 x 1 = 70</p> <p>Sony Yay!: 80 x 4 = 320</p> <p>SONY PIX HD: 20 x 19 = 380</p> <p>SONY BBC EARTH HD: 30 x 19 = 570</p> <p>SONY SPORTS TEN 1 HD: 40 x 19 = 760</p> <p>SONY SPORTS TEN 5 HD: 20 x 19 = 380</p> <p>Total Ala Carte Revenue = 15,830</p> | <p>SONY ENTERTAINMENT TELEVISION HD: 150 x 19 = 2,850</p> <p>SONY MAX 2: 10 X 2 = 20</p> <p>SONY WAH: 30 x 1 = 30</p> <p>Sony Yay!: 70 x 4 = 280</p> <p>SONY BBC EARTH HD: 10 x 19 = 190</p> <p>SONY SPORTS TEN 1 HD: 35 x 19 = 665</p> <p>SONY SPORTS TEN 5 HD: 10 x 19 = 190</p> <p>Total Ala Carte Revenue = 4,225</p> |
| Bouquet + Ala Carte Revenue for Operator ABC (K) (I+J) | Rs. 183,000+ Rs. 15,830 = 198,830 | Rs. 61,000+ Rs. 4,225 = 65,225 |
| HD Conversion Incentive amount that Operator ABC will avail in its respective Primary Market(s) for the month of February 2025 | 1.5% * Rs 198,830 = Rs 2,982 | 1.0% * Rs 65,225 = Rs 652 |

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"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| LLP | Institution | Association | Society | Trust |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

PAN: _____ **TAN:** _____

Whether registered as Micro Small and Medium Enterprises (MSME): Yes
(tick mark (✓) which is applicable)

If Yes, MSME registration number : _____

Operator's License Type [MSO/HITS/IPTV/DTH] : _____
Operator's License no. : _____
Operator's License Issue Date : _____
Operator's License Valid Till Date : _____

Registered Office Address:

Address : _____

City/Town/Village : _____ Pin code : _____

Taluka/Tehsil : _____ District : _____

State : _____

Correspondence/Communication Address:

Address : _____

City/Town/Village : _____ Pin code : _____

Taluka/Tehsil : _____ District : _____

State : _____

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.

| |
|-------------------------------|
| For _____ |
| |
| Name of Authorized Signatory: |
| Designation: |
| Date: |

AGR/SPNI/2728/3738

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 th Day of the month | Number of Subscribers of the channel on 14 th Day of the month | Number of Subscribers of the channel on 21 st Day of the month | Number of Subscribers of the channel on 28 th 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 th Day of the month | Number of Subscribers of the bouquet on 14 th Day of the month | Number of Subscribers of the bouquet on 21 st Day of the month | Number of Subscribers of the bouquet on 28 th 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 Smart - Hindi | | | | | | |
| 2 | Happy India 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 th day of the month | | 14 th day of the month | | 21 th day of the month | | 28 th 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 PAL | | | | | | | | |
| 4 | SONY MAX | | | | | | | | |
| 5 | SONY ENTERTAINMENT TELEVISION HD | | | | | | | | |
| 6 | SONY SAB HD | | | | | | | | |
| 7 | ... | | | | | | | | |

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. Andhra Pradesh, Telangana, Tamil Nadu & Puducherry
- D. Karnataka, Kerala, Lakshadweep
- E. Maharashtra
- F. West Bengal, Andaman & 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 th day of the month | Number of active subscribers as on 14 th day of the month | Number of active subscribers as on 21 st day of the month | Number of active subscribers as on 28 th day of the month | Monthly Average Active Subscribers |
| (1) | (2) | (3) | (4) | (5) | (6) | (7)=[(3)+(4)+(5)+(6)]/4 |
| 1 | Happy India Smart - South 1 | | | | | |
| 2 | Happy India 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 th day of the month | Number of active subscribers as on 14 th day of the month | Number of active subscribers as on 21 st day of the month | Number of active subscribers as on 28 th day of the month | Monthly Average Active Subscribers |
| (1) | (2) | (3) | (4) | (5) | (6) | (7)=[(3)+(4)+(5)+(6)]/4 |

| | | | | | | |
|---|----------------------------------|--|--|--|--|--|
| 1 | Happy India English Delight | | | | | |
| 2 | Happy India Smart HD - Bangla | | | | | |
| 3 | ... | | | | | |
| 4 | SONY ENTERTAINMENT TELEVISION HD | | | | | |
| 5 | SONY SPORTS TEN1 HD | | | | | |
| 6 | ... | | | | | |

AGR/SPNI/2728/3738

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 bona 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/manufacture 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'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 operates 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

Audit

The intent of the audit is to ensure:

- That Operator's systems are fully compliant with all regulatory requirements
- Revenue assurance of Broadcaster
- Compliance with contractual commitments as per Interconnection Agreement

The Parties acknowledge and agree that the scope of the Audit shall be modified and/or replaced / revised in the event TRAI notifies or recommends any changes in this regard during the Term of this Agreement. The Operator undertakes that the Operator shall always comply with the requirements stipulated by TRAI in respect of the Audit Manual

Scope and Scheduling of Audit:

(A) Scope:

The annual Audit caused by the Operator shall include the Audit to validate compliance with this Schedule and the Subscription Audit, as provided for in the New Regulatory Framework read with the Audit Manual. The Operator/Auditor shall also inter-alia ensure the following requirements:

1. Head end Audit:

- a. Operator should provide complete accurate schematic diagram of all their head ends (Back up/Mini, etc), earth stations, systems and processes for Audit and auditing purpose.
- b. Operator to submit & confirm the number of MUX's (Multiplexer Units) installed with active Transport Stream (TS) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
- c. Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers including MUX
- d. All TS from MUX should be encrypted for the territory.
- e. Operator to ensure that his network watermark logo is inserted on all pay channels at encoder end only as per requirements defined herein.
- f. Take inventory IRDs/PIRDs + VCs installed in each head-ends including their serial numbers. Make note of Broadcaster IRDs/PIRDs + VCs available but not installed.
- g. Check MUX configuration to validate number of TS configured with SID, scrambling status of each SID and ECM and EMM configuration.
- h. Take screenshot of all TS from MUX and compare with results of field TS recording. Take information of QAMs installed and powered to identify streams available for local insertion by LCOs.
- i. Use FTA cable box/ TS analyser to confirm whether all channels are encrypted

2. CAS/DRM Audit:

- a. Make & version of CAS/DRM installed at headend to be validated.
- b. Reconciliation of CAS/DRM database (active cards, service wise and Bouquet /subscriber package wise) with SMS database to be provided by Operator. CAS/DRM vendor required to certify reconciliation of data.
- c. Operator should provide CAS/DRM vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/subscriber package/ product report during audit period.

3. STB Audit:

- a. All STB should be individually paired in advance with unique smart card at central warehouse of Operator before handing down the line distribution.
- b. Operator to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).
- c. Types of boxes launched / to be launched:
 - Vanilla STB
 - DVR STB
 - Hybrid Box
 - Others (please specify)
- d. Please furnish STB details as following:
 - Open Standards or Proprietary?
 - Audio Video and Data I/O Configuration?
 - Local Storage?

- Smarts Card?
 - PVR Functionality?
 - Tamper Resistance?
 - I/O Copy Protection? Please provide the details.
 - I/O Interface to Other Devices?
- e. Are the STB's interoperable?
- f. DVR / PVR STB should be compliance of following;
- Content should get recorded along with Fingerprinting /watermarking/OSD & also should display live Fingerprinting during play out.
 - Recorded content should be encrypted & not play on any other devices.
 - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - User should not have access to install third party application/software.
 - Describe if the STB support any type of interactive middleware.
- g. Does the Set Top Box support any type of interactive middleware? Please describe

(B) Scheduling:

The annual Audit as caused by Operator under regulation 15 (1) shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years.

(C) Addressable Systems Requirements shall include the following requirements as prescribed under Schedule III of the Interconnection Regulations:

Conditional Access System (CAS) and Subscriber Management System (SMS):

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.
Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The Fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least Five percent (5%) of the subscriber base of the distributor within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing Subscriber(s), for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:

- a. Unique customer identification (ID)
 - b. Subscription contract number
 - c. Name of the subscriber
 - d. Billing address
 - e. Installation address
 - f. Landline telephone number
 - g. Mobile telephone number
 - h. E-mail address
 - i. Channels, bouquets and services subscribed
 - j. Unique STB number
 - k. Unique VC number.
12. The SMS should be capable of:
 - a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - b. Locating each and every STB and VC installed.
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
 13. The SMS should be capable of generating reports, at any desired time about:
 - a. The total number of registered subscribers.
 - b. The total number of active subscribers.
 - c. The total number of temporary suspended subscribers.
 - d. The total number of deactivated subscribers.
 - e. List of blacklisted STBs in the system.
 - f. Channel and bouquet wise monthly subscription report in the prescribed format.
 - g. The names of the channels forming part of each bouquet.
 - h. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 - i. The name of a-la carte channel and bouquet subscribed by a subscriber.
 - j. The ageing report for subscription of a particular channel or bouquet.
 14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
 15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
 16. It shall be possible to generate the following reports from the logs of the CAS:
 - a. STB-VC Pairing / De-Pairing
 - b. STB Activation / De-activation
 - c. Channels Assignment to STB
 - d. Report of the activations or the deactivations of a particular channel for a given period.
 17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
 18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
 19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/SMS, the same should be notified to the Broadcaster by the distributor.
 20. Upon deactivation of any Subscriber(s) from the SMS, all programme/ services shall be denied to that Subscriber(s).
 21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

D. Fingerprinting: -

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals.
2. The STB should support both visible and covert types of Fingerprinting.
Provided that only the STB deployed after coming into effect of these Amendment regulations shall support the covert Fingerprinting.
3. The Fingerprinting should not get invalidated by use of any device or software.
4. The Fingerprinting should not be removable by pressing any key on the remote of STB.
5. The Fingerprinting should be on the top most layer of the video.
6. The Fingerprinting should be such that it can identify the unique STB number or the unique VC number.
7. The Fingerprinting should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
9. The Fingerprinting should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The Fingerprinting should be possible on global as well as on the individual STB basis.
11. The overt Fingerprinting should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that Fingerprinting is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only.
Provided that only the encoders deployed after coming into effect of these Amendment regulations shall support watermarking network logo for all pay channels at the encoder end.

E. Set Top Box (STB): -

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the headend
3. The STB should be capable of doing Fingerprinting. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based Fingerprinting.
4. The STB should be individually addressable from the headend.
5. The STB should be able to receive messages from the headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced Fingerprinting display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.

11. The STBs with facilities for recording the programs shall have a copy protection system.

F. Conditional Access System (CAS) and Subscriber Management System (SMS) requirements shall include the following requirements as prescribed under Schedule IX of the Interconnection Regulations:

A. CAS Mandatory Requirements

1. Time Stamping: All logs shall be stamped with date and time. The system shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.

2. Activation and Deactivation: No access/login IDs/user interface/application shall be provided to the distributor of television channels to execute any commands, including but not limited to, activation/de-activation, bouquet creation/modification/deletion, etc., directly from CAS by bypassing SMS:

Provided that, if any activity has been carried directly from CAS for trouble shooting; such an exception shall be identified through the synchronization mismatch report. Further, for any activity outside the normal channel/route of SMS-based commands, a secure log shall be maintained and made available on request to the audit or testing agency for scrutiny.

3. SMS and CAS Integration: Each instance of the activity carried out at SMS pertaining to CAS shall be recorded in the logs/reports of CAS, along with date and time stamp.

4. Set Top Box (STB) Operation: Upon deactivation of any Subscriber(s) from the SMS, all program/services, including all free- to-air (FTA) and pay channels and platform services, shall be denied to that Subscriber(s):

Provided that there shall be a facility for the distribution platform operator (DPO) to continue to provide B-mail/scroll messages that enable a consumer to get the information in relation to the recharge/payment of the pending dues.

5. Channel Addition: CAS shall be capable to add/modify channels/bouquets as may be required from time to time.

6. Logical Channel Number (LCN): CAS shall not support carriage of channel with same name or nomenclature in the distributor's network served by each headend under more than one LCN, and another channel descriptor. Further, each channel available in CAS shall be uniquely mapped with channels available in SMS.

7. Hybrid STB: In case a distributor of television channels has deployed hybrid STBs, CAS shall ensure that the over-the-top (OTT) App does not get access to the linear Television channels, and the CAS does not get access to channels delivered through OTT platform:

Provided that, all the mandatory requirements for CAS shall be complied by the hybrid STBs.

8. CAS Reports:

(a) CAS database shall have the reports of white list of card/STBs along with details such as active/inactive status, with the date and time stamp.

(b) CAS system shall be capable of generating reports pertaining to the channel/bouquet subscriptions and active/deactivated subscribers, or any combination thereof; of sharing the same with SMS as a scheduled activity, and also upon request, including, but not limited to, the following details:

(i) STB Number

(ii) Viewing Card (VC) Number [or, in case of card-less CAS, chip identification (ID) or virtual card number of the STB]

(iii) Product Code pertaining to channels/ bouquets available on the platform

(iv) Start date of entitlement

(v) End date of entitlement

(vi) Status of card (Active/Inactive)

(c) It shall be possible to generate following reports from the logs of CAS:

(i) STB-VC pairing/de-pairing

(ii) STB activation/deactivation

(iii) Channel assignment to STB

(iv) Report of the activation/deactivations of a particular channel for a given period

9. CAS Database and tables:

a) There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split CAS database for creation of more than one instance by a DPO or a vendor.

b) CAS must support the following options with reference to uploading of unique access (UA)/ Viewing Card (VC) details in CAS database:

- i. a secure un-editable file of card details, as purchased by the distributor, to be uploaded by the CAS vendor on the CAS Server directly, or,
- ii. if it is uploaded in any other form, UA/VC in CAS database shall be captured in logs.
- iii. Further, CAS shall support an automated, application programming interface (API)-based mechanism to populate such UA/VC details in the SMS, without any manual intervention.

10. CAS Logs: CAS logs such as the user command, configuration, channel/bouquet creation, modification, etc., shall be kept in a secured and un-editable way.

11. CAS Backup Server: In the event of provisioning of a backup server, logs of all activities carried out in main server shall be concurrently copied into the backup server:

Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:

Provided further that the main and backup server shall always be in sync with regard to the key data such as subscription data, STB UA/VC details, entitlement level information, etc.

12. CAS-STB addressability:

(a) CAS shall be capable of providing STB/viewing card information with the current date, time, and name/logo of the distributor of television channels.

(b) CAS shall be capable of individually addressing subscribers for the purpose of generating the reports on channels and STB by STB basis.

(c) CAS shall be capable of tagging and blacklisting VC numbers and STB numbers that are involved in piracy, to ensure that such STB/ VC cannot be redeployed.

(d) CAS shall be capable of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

13. Access to Database: CAS and SMS shall ensure that the access to database is available to authorized users only, and in “read only” mode only. Further, the database audit trail shall be permanently enabled.

Explanation 1: Database here refers to the database where data and log of all activities related to STB activation, deactivation, subscription data, STB UA/VC details, entitlement level information, etc., is being stored.

14. Provision of A-la-carte channels or bouquet:

(a) CAS (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.

(b) CAS (and SMS) shall have the capability to handle such number of Broadcaster/DPO bouquets, as required by the DPO.

15. CAS and SMS Server Separation: CAS and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.

16. Finger printing measures:

(a) CAS shall support both covert and visible types of Fingerprinting functionality.

(b) The Fingerprinting shall be on the topmost layer of the video.

(c) The Fingerprinting shall appear on the screen in all scenarios, such as menu, electronic programme guide (EPG), settings, blank screen, games, etc.

(d) The Fingerprinting shall not get invalidated by use of any device or software.

(e) CAS shall have the capability to run Fingerprinting at regular intervals (e.g., minimum of 2 fingerprints per hour on a 24x7x365 basis) and provide Broadcaster with the Fingerprinting schedule on request.

(f) The Fingerprinting shall be available on global as well as on individual STB basis.

17. CAS Database (DB) Export: CAS shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.

18. Firewall Access: CAS shall be accessible through a Firewall only.

19. CAS Server Hardware: CAS shall be deployed on hardened secure server hardware. CAS shall protect against any backdoors, malicious software deployments, and cyber security threats.

20. De-entitlement of STB: CAS should have the following features:

(a) The entitlement end date in CAS shall be equal to the entitlement end date in SMS, or,

(b) The entitlement end date in CAS shall be open and SMS shall manage entitlements based on the billing cycles and payments.

B. SMS Mandatory Requirements

1. Synchronization of the data of both CAS and SMS:

(a) CAS and SMS data shall be synchronized with each other. There shall be a facility to trace data mismatch between CAS and SMS on periodic basis, to be made available during audits.

(b) SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:

(i) STB No.

(ii) VC No. (Or in case of card-less CAS, chip ID or virtual card number of the STB)

(iii) Product Code pertaining to à-la-carte channels and bouquets available on the platform

(iv) Start Date of entitlement

(v) End Date of entitlement

(vi) Status of card (Active/Inactive)

(c) The file output of CAS shall be processed by SMS system to compare and generate a 100% match or mismatch error report.

2. Channel/Bouquet management: SMS shall support the following essential requirements:

(a) Create and manage all channels and bouquets along with the relevant details such as name, tariff, Broadcaster, or DPO bouquet, etc.

(b) Manage changes in the channel/bouquet, as may be required, from time to time.

(c) Link the products' IDs for à-la-carte channels and bouquets (Single and Bulk) created in CAS with the product information being managed in SMS, for smooth working of SMS and CAS integration.

(d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).

3. Network Capacity Fee (NCF) Policy Creation: SMS shall support all Network Capacity Fee related requirements mandated by the applicable tariff order.

4. Bill/Invoice Generation: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, Pay Channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB (if any), other applicable charges, including Goods and Services Tax (GST).

5. Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof.

6. Management of Logs:

(a) SMS shall have the facility to provide user detail logs with the ID of users on each login event.

(b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log.

(c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs.

(d) The logs shall be maintained for a period as specified in Schedule III or Schedule X or both, as the case may be, or at least two audit cycles, whichever is later.

7. Channel subscription report: SMS shall be able to provide the total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions.

8. SMS Database and tables:

(a) There shall not be any active unique subscriber outside the database tables.

(b) SMS shall not provide an option to split SMS database or for creation of more than one instance.

(c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform

operator.

- (d) SMS shall be capable of capturing the following information required for audit or otherwise:
- (i) Bouquet à la carte status change history
 - (ii) Bouquet composition change history
 - (iii) Change in status of connection (primary to secondary and vice versa)

9. Firewall Access: SMS shall be accessed through a Firewall.

10. STB-VC pairing: STB and VC shall be paired from the SMS to ensure security of channel.

11. SMS-STB addressability: The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

C. CAS Desirable Requirements:

1. Message Queue:

- (a) In the event of unsuccessful transmission of messages due to network failure (*for instance*, due to power failure), the head-end should have an option to queue up the messages. Further, there should be a provision to retry them at specified intervals using additive back off retriial timings.
- (b) In the event of unsuccessful deliveries of the messages, the life of the messages should be specifiable.

2. Geographical Blackout: CAS shall have the feature of geographical blackout.

Explanation 1: Geographical blackout is the ability of CAS to blackout a particular region based on the postal index number (PIN) Codes [Geographic Area Code], if required by government agencies or for other reasons.

3. After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the CAS vendor's support teams located in India. The support should be such as to ensure the CAS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime.

Explanation 1:

- (i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the CAS vendor.
- (ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement / service-level agreement (SLA) between the service provider, i.e., CAS vendor and the customer (DPO).
- (iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee.

D. SMS Desirable Requirements

1. Data Verification:

- (a) SMS should have the facility to carry out auto-reconciliation of channels/à la carte and all bouquets with their respective ID created in SMS with CAS configuration, and the variance report should be available in the system with logs.

2. SMS Reports: SMS should have a provision of generating the following reports pertaining to STB/VC:

- (a) White list of STB/VC along with active/inactive status
- (b) Faulty STB/VC – repairable and beyond repairable
- (c) Warehouse fresh stock
- (d) In stock at local cable operator (LCO) end
- (e) Blacklist
- (f) Deployed with activation status
- (g) Testing/demonstration STB/VC with location

3. Audit-related requirements: SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise:

a. Subscriber related:

- (i) Subscriber contact details change history
- (ii) Connection count history
- (iii) Transition of connection between Disconnected/Active/Temporary Disconnected
- (iv) Subscription change history

b. LCO related:

- (i) LCO Contact details change history
- (ii) LCO and DPO sharing change history

c. Product (Bouquet/à-la-carte channel) related:

- (i) Broadcaster à-la-carte relation
- (ii) Bouquet name change history
- (iii) À la carte name change history
- (iv) Bouquet à-la-carte channel rate change history

d. STB/Smartcard related:

- (i) Change in location history
- (ii) Change in status (Active/Damaged/Repaired)

4. User Authentication: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system.

5. Miscellaneous: SMS should have the provision to support the following miscellaneous requirements:

- a. List of à-la-carte channels and bouquets, digital headend (DHE) and Zone-wise: Provision to support/manage Zone/ Sub- headend-wise list of à-la-carte channels and bouquets, in sync with the list available in CAS.
- b. Revenue Sharing Between DPO and LCO: Provision to define and calculate DPO and LCO revenue share separately for distribution fee as well as for NCF, as per the agreement executed between them, with the option to maintain historical information can be very useful and is desirable.
- c. LCO invoicing with GST: Provision to generate invoicing under multiple GST registration numbers of LCO's and to comply with GST invoicing norms as applicable.
- d. Product (à-la-carte channels and bouquets)-wise renewal and reversal setting for the subscriber account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.
- e. Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm.
- f. Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Incentive Scheme/Free Days Scheme: Provision to create Incentive Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.
- g. Calendar/Activity Scheduling: Provision to auto-schedule activities like STB activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.
- h. Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs.
- i. Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals.
- j. Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.
- k. Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
- l. Generation of Reports: Provision to generate the following reports for operational purpose:
 - i. All, selective and single boxes' current status with their first-time activation date.
 - ii. Total number of à-la-carte channels and bouquets and STB expiring detail till given future date on the dashboard, according to the permission.
 - iii. Today's fresh activation count, de-activation count, re-activation count, Ala Carte channels and bouquets addition/ removal count on dashboard, according to the permission.
 - iv. Total active and inactive subscriber's details with multiple criteria (network-wise, Ala Carte channels and bouquets-wise, state-city wise and broadcaster-wise).

6. After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime:

Explanation 1:

- (i) The requirement for hardware support should be applicable, only if the hardware is directly or indirectly provided by the SMS vendor.
- (ii) The actual service-level arrangement for the system support shall be governed by the mutual agreement/SLA between the service provider, i.e., SMS vendor and the customer (DPO).
- (iii) The signatories to the said agreement may mutually choose lenient/stringent service-level guarantee."

G. Digital Rights Management (DRM) System Requirements:

The term DRM, herein, refers to the management of the encryption systems for, *inter-alia*, providing the functionality of CAS for the Internet Protocol Television (IPTV) service provider under these regulations.

i. DRM Requirements in so far as they relate to subscriber management systems (SMS) for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 1:

| Sl. No. | DRM requirements for SMS |
|---------|---|
| 1. | <p>There shall not be any data mismatch between DRM and SMS. Maximum mismatch based on subscription base may be allowed as mentioned below:</p> <ul style="list-style-type: none"> (1) Must be less than 0.20% for subscriber base up to 100000 subs (0 to 200 for subscriber base of up to 100000) (2) Must be less than 0.04% for subscriber base up to 1000000 subscribers (0 to 400 for subscriber base of up to 1000000) (3) Must be less than 0.01% for subscriber base above 10000000 subscribers (0 to 1000 for subscriber base of up to 10000000) <p>The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three audit cycles, or as per Schedule III whichever is later.</p> |
| 2. | <p>Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /unique consumer subscription or the customer premises equipment (CPE)/device.</p> |
| 3. | <p>After-Sales Service Support: The required software and hardware support should be available to the support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime</p> |
| 4. | <p>All activation and deactivation of STBs/unique consumer subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.</p> |
| 5. | <p>Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscription is reflected in the reports generated from the SMS integrated with the DRM and <i>vice versa</i></p> |
| 6. | <p>DRM and SMS should be able to activate or deactivate services and/or STBs/unique consumer subscription of the subscriber base of the distributor within 24 hours.</p> |
| 7. | <p>The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.</p> |
| 8. | <p>The SMS should be computerized and capable of recording all logs including information and data concerning the subscribers such as:</p> <ul style="list-style-type: none"> (a) Unique customer identification (ID) (b) Subscription contract number (c) Name of the subscriber (d) Billing address (e) Installation address (f) Landline telephone number (g) Mobile telephone number |

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| | <ul style="list-style-type: none"> (h) E-mail address (i) Channels, bouquets and services subscribed (j) Unique STB number/unique consumer subscription ID attached to a specific unique MAC ID. (k) Unique VC number or MAC ID. |
| 9. | <p>The SMS should be capable of:</p> <ul style="list-style-type: none"> (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/unique consumer subscription. (b) Locating each and every STB/unique consumer subscription and VC/MAC ID installed at city and state level. (c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber. |
| 10. | <p>The SMS should be capable of generating reports, at any desired time including about:</p> <ul style="list-style-type: none"> (a) The total number of registered subscribers. (b) The total number of active subscribers. (c) The total number of temporary suspended subscribers. (d) The total number of deactivated subscribers. (e) List of blacklisted STBs/unique consumer subscription in the system. (f) Channel and bouquet wise monthly subscription report in the prescribed format. (g) The names of the channels forming part of each bouquet. (h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time. (i) The name of Ala Carte channel and Bouquet subscribed by a subscriber. (j) The ageing report for subscription of a particular channel or bouquet. |
| 11. | <p>The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24x7 basis throughout the year.</p> |
| 12. | <p>DPO shall declare the details of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the Broadcaster by the distributor.</p> |
| 13. | <p>If there is active infrastructure sharing (as and when permitted by MIB) then, DPO shall declare the sharing of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same should be notified to the Broadcaster by the distributor.</p> |
| 14. | <p>SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:</p> <ul style="list-style-type: none"> (a) STB/unique consumer subscription Number (or in case of card-less system, chip ID or MAC ID number of the STB) (b) Product Code pertaining to Ala Carte channels and bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/unique consumer subscription (active/Inactive) |
| 15. | <p>The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report.</p> |

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| 16. | <p>Channel/Bouquet management: SMS shall, in synchronisation with DRM on real time basis, support the following essential requirements:</p> <ul style="list-style-type: none"> (a) Create and manage relevant product ID for all channels and bouquets along with the relevant details such as name, tariff, Broadcaster, or DPO bouquet, etc. (b) Manage changes in the channel/bouquet, as may be required, from time to time. (c) Link the Products IDs for à-la-carte channels and bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP). |
| 17. | <p>Network Capacity Fee (NCF) Policy Creation: SMS shall support all NCF related requirements mandated by the applicable tariff order.</p> |
| 18. | <p>Bill/Invoice Generation: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, pay channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB/unique consumer subscription (if any), other applicable charges, including Goods and Services Tax (GST).</p> |
| 19. | <p>Management of Logs:</p> <ul style="list-style-type: none"> (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule III or at least three audit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide Broadcaster wise total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers. |
| 20. | <p>SMS Database and tables:</p> <ul style="list-style-type: none"> (a) There shall not be any active unique subscriber outside the database tables declared by the Vendor (b) SMS shall not provide an option to split SMS database or for creation of more than one instance. (c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by Subscriber(s) either through website or an application through interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for audit or otherwise: <ul style="list-style-type: none"> i. Bouquet à la carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa) |
| 21. | <p>SMS shall be accessed through a Firewall</p> |
| 22. | <p>STB/unique consumer subscription and MAC ID shall be paired from the SMS to ensure security of channel (applicable for DRM with pairing facility).</p> |
| 23. | <p>The SMS shall be capable of individually addressing Subscriber(s), for the purpose of generating the reports, on channel by channel and STB/unique consumer subscription by STB/unique consumer subscription basis.</p> |
| 24. | <p>SMS should have a facility to carry out monthly reconciliations of channels/A-la-carte and bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during audits.</p> |

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| <p>25.</p> | <p>SMS should have a provision of generating the following reports pertaining to STB/unique consumer subscription/MAC ID.:</p> <ul style="list-style-type: none"> (a) White list of STB/unique consumer subscription /MAC ID along with active/inactive status (b) Faulty STB/unique consumer subscription/MAC ID – repairable and beyond repairable (c) Warehouse fresh stock (d) In stock at local cable operator (LCO) end (e) Blacklist (f) Deployed with activation status (g) Testing/demonstration STB/unique consumer subscription /MAC ID with location |
| <p>26.</p> | <p>Audit-related requirements:</p> <p>SMS should have the capability to capture below-mentioned information that may be required for audit and otherwise:</p> <ul style="list-style-type: none"> (a) Subscriber related: <ul style="list-style-type: none"> (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/Temporary Disconnected (iv) Subscription change history (b) Product (Bouquet/à-la-carte channel) related: <ul style="list-style-type: none"> (i) Broadcaster à-la-carte relation (ii) Bouquet name change history (iii) À la carte name change history (iv) Bouquet/à-la-carte channel rate change history (c) STB/unique consumer subscription related: <ul style="list-style-type: none"> (i) Change in location history (ii) Change in status (Active/Damaged/Repaired/Replaced) |
| <p>27.</p> | <p>User Authentication: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system</p> |

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| 28. | <p>SMS should have the provision to support the following additional requirements:</p> <ul style="list-style-type: none"> (a) List of à-la-carte channels and bouquets, digital headend (DHE): Provision to support/ Sub-headend-wise list of à-la-carte channels and bouquets, in sync with the list available in DRM. (b) Product (à-la-carte channels and bouquets)-wise renewal and reversal setting for the subscriber account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans. (c) Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm. Product (à-la-carte channels and bouquets) Tenure- wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. (d) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/unique consumer subscription activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc. (e) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs/unique consumer subscription. (f) Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals. (g) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc. (h) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode). (i) Generation of Reports: Provision to generate the following reports for operational purpose: <ul style="list-style-type: none"> i. All, selective and single boxes' current status with their first time activation date. ii. Total number of à-la-carte channels and bouquets and STB/unique consumer subscription expiring detail till given future date on the dashboard, according to the permission. iii. Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission. iv. Total active and inactive subscriber's details with multiple criteria (network-wise, à la-carte channels and bouquets-wise, state-city wise and broadcaster- wise). |
| 29. | <p>It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention.</p> <p>Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:</p> <p>Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc.</p> |

ii. DRM Requirements for conditional access by Subscriber(s) and encryption for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations

Table 2

| SI. No. | DRM Requirements for conditional access by Subscriber(s) and encryption |
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| 1. | DPO shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis as compliance of this requirement. |

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| 2. | DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (all activations, deactivation, channel authorization/assignment and un-authorization / de-assignments and change in MAC ID/STB/unique consumer subscription). The DRM shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs. |
| 3. | DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /unique consumer subscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/unique consumer subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the channel. |
| 4. | The SMS and the DRM should be integrated in such manner that activation and deactivation of STB/unique consumer subscription happen simultaneously in both the systems. <u>Explanation:</u> Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscriptions is reflected in the reports generated from the DRM. |
| 5. | DRM deployed should be able to support two-way networks only. |
| 6. | The DRM deployed should be able to support both carded as well as card-less STBs/unique consumer subscription for any provisioning. |
| 7. | The DRM deployed should be able to generate, record, maintain independent reports and logs for verification purpose during audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum. The reports must have date and time stamp. Proposed reports should include: <ul style="list-style-type: none"> (a) Unique active STB/unique consumer subscription count as well as MAC ID wise on any desirable date (b) Unique bouquet/channel active for a specific STB/unique consumer subscription on any desirable date (c) MAC ID/User ID wise activation-deactivation report for service requests (d) Any alteration in bouquet and/or channels configured in DRM (e) Blacklist STB/unique consumer subscription report (desirable not mandatory feature) (f) Product code pertaining to channels/ bouquets available on the platform (g) Channel/bouquet authorization/assignment to STB/unique consumer subscription along with start date and end date of entitlement (h) STB/unique consumer subscription -VC pairing / de-pairing or User id- Mac-id Pairing / de-pairing (if applicable) in SMS/DRM (i) STB/unique consumer subscription activation / de-activation (j) Channels assignment to STB/unique consumer subscription (k) Report of the activations or the deactivations of a particular channel for a given period (l) The total number of registered subscribers (m) The total number of active subscribers (n) The total number of temporary suspended subscribers (o) The total number of deactivated subscribers (p) List of blacklisted STBs/unique consumer subscription in the DRM (desirable not mandatory feature) (q) Channel and bouquet wise monthly subscription report in the prescribed format. (r) The names of the channels forming part of each bouquet (s) The total number of active subscribers subscribing to a particular channel or bouquet at a given time (t) The name of a-la carte channel and bouquet subscribed by a subscriber (u) The ageing report for subscription of a particular channel or bouquet |
| 8. | DRM deployed should be able to tag and blacklist the STB/unique consumer subscription in case of any piracy. |
| 9. | DRM deployed should have the technical capability in India to maintain the systems on 24x7 basis throughout the year. |
| 10. | The DRM and SMS should be integrated in such manner that upon deactivation of any subscriber from the SMS, all program/services shall be denied to that subscriber. |

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| 11. | The DRM should be capable of generating, recording and preserving unedited data / logs for at least three consecutive years for each command executed through the DRM, including logs of each command of the SMS integrated with the DRM. |
| 12. | DRM deployed should be capable to support both software base as well as hardware base security. |
| 13. | DRM shall be capable of adding/modifying channels/bouquets as may be required on real time basis in line with the activity performed in SMS. |
| 14. | DRM should be so configured for specific type of STB/unique consumer subscription, that are procured and configured by the DPO. The DRM should not enable working/operation of any other type/brand/make of STB/unique consumer subscription, in the network. |
| 15. | When infrastructure sharing (as and when permitted by MIB) is available, in such cases DRM shall be capable to support multiple DPOs. |
| 16. | DRM should support content protection. |
| 17. | DRM should support key rotation, i.e., periodic changing of security keys |
| 18. | In case DPO has deployed hybrid STBs (hybrid STB for the purpose of this regulation means a STB that uses multiple methods of receiving transmission signals with video and audio content, however in a single instance such STB provides only one type of service), DRM shall ensure that the over-the-top (OTT) App and any browser does not get access to the linear television channels offered by the DPO from its own system, and similarly, DRM for IPTV service should not get access to channels delivered through OTT platform. Provided that, all the mandatory requirements for DRM shall be complied by hybrid STBs. |
| 19. | There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split DRM database for creation of more than one instance by a DPO or a vendor. |
| 20. | It must support the following options with reference to uploading of unique access (UA)/MAC ID details in DRM database: <ul style="list-style-type: none"> (a) A secure un-editable file of MAC ID details, as purchased by the distributor, to be uploaded by the DRM vendor on the DRM server directly, (b) If it is uploaded in any other form, UA/MAC ID in DRM database shall be captured in logs, (c) Further, DRM shall support an automated, application programming interface (API)- based mechanism to populate such UA/MAC ID details in the SMS, without any manual intervention. |
| 21. | It shall be mandatory to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers: <p>Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server:</p> <p>Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc</p> |
| 22. | DRM and SMS shall ensure that the access to database is available to authorized users only, and in "read only" mode only. Further, the database audit trail shall be permanently enabled. <p>Explanation: Database here refers to the database where data and log of all activities related to STB/unique consumer subscription activation, deactivation, subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc., is being stored.</p> |
| 23. | Provision of à-la-carte channels or bouquet: <ul style="list-style-type: none"> (a) DRM (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode. (b) DRM (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO. |
| 24. | DRM and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified. |

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| 25. | DRM shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts. |
| 26. | There shall be unique license key required for viewing, the encryption period for a specific key should be configurable to change at periodic interval in DRM deployed by DPO. |
| 27. | For every change in channels, fresh license keys should be issued by the DRM. License keys issued by DRM should be secure and encrypted. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system. |
| 28. | DRM servers should comply with extant Rules and Regulations including relevant clause under extant provisions (if any) relating to data localisation, data security and privacy. It should not be allowed to connect main DRM server to some other location (India or other country) with some proxy or another server to integrate with SMS and DPO system. |
| 29. | IPTV service delivery may conform to multicast and/or unicast mode. The system configuration should ensure that every television channel is available to every customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such channel at any point of time. STBs/unique consumer subscription with facilities for recording programs shall 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. |
| 30. | IPTV system should not be allowed to deliver linear content to any other device except STB/unique consumer subscription which has been whitelisted in DRM. |
| 31. | The DRM should have following features: <ul style="list-style-type: none"> (a) It should restrict user to editing. (b) It should restrict user from sharing or forwarding or mirroring the content from the STB/unique consumer subscription. (c) It should disallow user to take screen shots or screen grabs or screen-recording, if technically feasible. (d) It should lock access to authorized STBs/unique consumer subscriptions only. (e) It should have Geo blocking feature. (f) It should be able to set expiry date to recorded content at STB/unique consumer subscription end based on various policies. |
| 32. | The DRM should have the capability of being upgraded over-the-air (OTA) so that the connected STBs/unique consumer subscription always have the most upgraded version of the DRM. |
| 33. | The DPO shall ensure that the DRM is up to date by installing necessary patches, error corrections, additions, version releases, etc. so as to ensure protection of channels and content at all times |
| 34. | No such functionality should be added to or removed from the DRM which compromises security of delivery through its IPTV platform using DRM hybrid STBs/unique consumer subscription. All costs / expenses (by whatever name called) that are required to be incurred or become payable for such upgradation and for delivery/distribution of multi channel television programmes to Subscriber(s) shall be borne solely by such DPO. The DPO shall employ all reasonable security systems and procedures to prevent any loss, theft, piracy, un-authorized use, reception or copying of channels or any part thereof and shall notify Broadcaster as soon as practicable after it becomes aware that such an event has occurred. |
| 35. | The DRM should not in any way interfere with / invalidate Fingerprinting. |
| 36. | DPO shall promptly, and at it sole cost and expense, correct any issues with the DRM (such as bugs, defects, omissions or the like) that prevents Subscriber(s) from accessing the DRM hybrid STBs/unique consumer subscription or channels through the DRM hybrid STBs/unique consumer subscription. |
| 37. | DPO shall provide Broadcaster with video and audio codecs supported by the DRM hybrid STBs/unique consumer subscription. The DPO shall ensure that no such changes/modifications are made to such codecs parameters that will require Broadcaster to incur any expense for delivery of channels / content that are free from viewer discernible problems (including, without limitation, video with no audio, audio with no video or significant signal distortion |

| | |
|-----|---|
| 38. | DRM should ensure that the hybrid STBs/unique consumer subscription are verifiably located within India by reference to internet protocol address and service address. DRM must ensure and lock the viewership to single device by single STB/unique consumer subscription or any device by ensuring MAC ID based authentication. The DRM must use industry-standard means (including IP-address look-up technology with screening and blocking of proxies (including anonymizing and spoofed proxies)) to prevent delivery of channels to IP addresses outside of India or to proxies. |
| 39. | DRM should ensure that television channels are accessible on STBs/unique consumer subscription of only such subscribers who are then-current, valid subscribers of the DPO, and such confirmation must take place prior to the DRM delivering (or authorizing the delivery of) television channel to the STBs/unique consumer subscription of such subscribers. |
| 40. | Upon deactivation of any Subscriber(s) from the SMS, the DRM shall restrict delivery of all programme/services to that Subscriber(s). |
| 41. | The DRM should not have any feature to insert any content (including advertisement, banner on portion of screen, etc) by itself. However, ticker messages for consumer information as regards their services from DPO shall be permitted. |
| 42. | The DRM should not mask/remove any copyright, trademark or any other proprietary information on the channels at the time of their delivery. |

The service providers shall ensure that they seek provisioning of after sales services and support through a local entity so as to *inter-alia* provide quick resolution to any technical and piracy related issues, from DRM equipment supplier, while procuring DRM equipment.

iii. DRM Requirements in so far as they relate to Fingerprinting for IPTV services shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 3

| Sl. No | Fingerprinting requirements under DRM |
|--------|---|
| 1. | The DPO shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals |
| 2. | The STB/unique consumer subscription should support both visible and covert types of Finger printing. |
| 3. | The Fingerprinting should not get invalidated by use of any device or software. |
| 4. | The Fingerprinting should not be removable by pressing any key on the remote of STB/unique consumer subscription. |
| 5. | The Fingerprinting should be on the topmost layer of the video. |
| 6. | The Fingerprinting should be such that it can identify the unique STB/unique consumer subscription number or the unique VC number or the MAC ID. |
| 7. | The Fingerprinting should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), settings, blank screen, and games etc. |
| 8. | The location, font color and background color of Fingerprinting should be changeable from head end and should be random on the viewing device. |
| 9. | The Fingerprinting should be able to give the numbers of characters as to identify the unique STB/unique consumer subscription and/or the MAC ID. |
| 10. | The Fingerprinting should be possible on global as well as on the individual STB/unique consumer subscription basis. |
| 11. | The overt Fingerprinting/watermarking should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency. |
| 12. | The DRM deployed should be able to generate fingerprinting/watermarking both global Fingerprinting as well as targeted channel fingerprinting/watermarking. |

| | |
|-----|---|
| 13. | The DRM shall support and enable forensic watermarking at STB/unique consumer subscription level. |
| 14. | The DRM shall have the capability to run Fingerprinting with at least one Fingerprinting every ten (10) minutes on a 24x7x365 basis. DRM should have a feature to publish report of Fingerprinting schedule for defined interval. The DPO shall make such report available to Broadcaster on request. |

iv. DRM Requirements in so far as they relate to STBs/unique consumer subscription shall include the following requirements as prescribed under Schedule X of the Interconnection Regulations:

Table 4

| Sl. No. | STB/unique consumer subscription Requirements for DRM for IPTV services |
|---------|--|
| 1. | All STBs/unique consumer subscription should have a DRM content protection. |
| 2. | The STB/unique consumer subscription deployed should be capable to support content decryption, decoding and DRM license evaluation. |
| 3. | The STB/unique consumer subscription should be capable of displaying Fingerprinting inserted from headend through DRM/SMS. The STB/unique consumer subscription should support both targeted channel Fingerprinting as well as all global Fingerprinting. |
| 4. | The STB/unique consumer subscription should be individually addressable from the Head-end. |
| 5. | The STB/unique consumer subscription should be able to receive messages from the Head-end. |
| 6. | The messaging character length should be minimal of upto 120 characters. |
| 7. | There should be provision for global messaging, group messaging and the individual STB/unique consumer subscription messaging. |
| 8. | The STB/unique consumer subscription must be compliant to the applicable Bureau of Indian Standards |
| 9. | The STBs/unique consumer subscription should be addressable over the air to facilitate OTA software upgrade. |
| 10. | The STBs/unique consumer subscription with facilities for recording the programs shall have international standard copy protection system |
| 11. | The STB/unique consumer subscription should have a provision that Fingerprinting is never disabled. |
| 12. | The watermarking network logo for all pay channels shall be inserted at encoder end only. |
| 13. | DRM/SMS deployed should be able to send scroll messaging which should be only available in the lower part of the screen. |
| 14. | DRM deployed should be able to geo tag STB/unique consumer subscription deployed in the network for security. |
| 15. | STB/unique consumer subscription should take all commands directly from DRM not from any intermediate servers. |
| 16. | STB/unique consumer subscription while using IPTV infrastructure should not have feature to download (direct or side download) any 3rd party App/APK and should not have access to any browser. |
| 17. | STB/unique consumer subscription should not be able to access the authorization keys from any other source except from the IPTV system through the IPTV closed network. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system |
| 18. | No play store should be accessible for enabling download, etc. when STB/unique consumer subscription, is functioning in the IPTV network. |
| 19. | STB/unique consumer subscription should have copy protection. |

| | |
|-----|--|
| 20. | DPO system should have capability to maintain un-editable logs of all activity and configurations including download or upgrade of IPTV services App (if any) at STB/unique consumer subscription end |
| 21. | The DRM should not allow delivering linear TV channels on Internet. The delivery of multi channel television programmes should remain in a closed network within the device. |
| 22. | The STB/unique consumer subscription should have forced messaging capability including forced Fingerprinting display. |
| 23. | The DRM hybrid STBs/unique consumer subscription should be tested for the following prior to their seeding in the subscribers' premises: (a) System down testing (b) Error messaging (c) Negative user journey testing (d) Device variance testing (e) Destructive testing (f) Application monitoring testing (g) In-app monitoring testing |

H. The Operator to also provide Broadcaster with following documents and information for audit purposes:

- (i) Complete Block Diagram of the head end;
- (ii) Details of Authorized Area;
- (iii) Details of local cable operators ("LCOs") connected with Operator's Platform/network.
- (iv) Details of areas in which Operator is providing its services.

Following shall be validated during the audit:

1. Review Complete Network Diagram
2. Undertaking from Operators for all SMS and CAS installed at Head end - issue of Multiple CAS/SMS
3. Certificate from CAS provider for details of super CAS ID and version. Also confirmation with respect to history of hacking
4. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for Authorized Area(s).
5. Review whether live diagram/fibre details of network are captured in SMS system
6. To check if Operator's Finger Printing is available across the network.
7. Confirm whether watermarking network logo for all Channels is available.
8. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
9. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for Subscriber(s)
 - Unique Subscriber ID
 - Subscriber Contract Details - No, Term, Date, Name, Address & contact details
 - Hardware details
10. Review the subscribers' activation/de-activation history in the SMS system
11. Validate if the SMS is integrated with the Conditional Access ("CA") system.
12. Review if all the active and de-active STBs are synchronized in both SMS and CA System .
13. Validate if independent log/report can be generation for active and de-active Smart Cards with the product/channels active in both SMS & CA System .
14. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as

well as Global level.

15. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
16. Validate if the LCO is attached to a Subscriber
17. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
18. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Broadcasters/Aggregators.
19. In case of non-addressable systems, extraction, examination and evaluation of reports pertaining to channel-wise frequency/band allocation
20. Extraction and Examination of system generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates,
21. Reviews of the following reports are supported by SMS & CA System
 - a. Total no of Subscribers - active & de-active separately
 - b. De-active subscribers with ageing report
 - c. Channel wise Subscribers - total
 - d. Channel wise Subscribers - split by package
 - e. Revenue by Package/Channel
 - f. Subscriber/Revenue Reports by State/City
 - g. No of packages/services offered
 - h. List of Channels/rates of each package
 - i. Rate Card Options offered/Attached with active Subscribers
 - j. Historical data reports i.e. activation/deactivation etc.
 - k. Free/demo Subscribers details
 - l. Exception cases - active only in SMS or CA System
22. Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
 - a. Customer acquisition
 - b. Provisioning of the subscriber in authentication, billing and SMS system
 - c. Scheme/package change request process
 - d. Customer Retention process, if any
 - e. Deactivation and churn process
23. Verify the various schemes/packages being offered to customers
 - a. Obtain details of all approved schemes/packages and add on which are being offered to customers
 - b. Interactions with the Operator's marketing and sales team on how the various channels are being marketed
 - c. Any special marketing schemes or promotions
 - d. Details of the consumers subscribing to the various schemes/packages, including 'demo'/free/complimentary/testing/promotional subscribers
24. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
 - a. Generation of reports for subscriber declaration for Channels/bouquets
 - b. Any reconciliations/checks/adjustments carried out before sending the declarations
25. Analyze declaration reports on a sample basis:
 - a. Reconciling the declaration figures with base data from various systems (SMS/ Provisioning/Billing and Authentication systems)
 - b. Analyze the computation of average subscribers
 - c. Ascertain the average subscribers for a specific period on a sample basis by generating a sample

report for a given period in the presence of the representative/auditors

26. Analyze the following:

- a. Input and change controls of customer data into SMS
- b. SMS user access controls - authentication, authorization and logging
- c. System logs to identify any significant changes or trail of changes made
- d. Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
- e. System logic for the reports which are inputs to Broadcaster declarations
- f. Channel allocation/fixation to a particular LCN/CDN
- g. Mapping of subscriber id across the CRM and SMS billing system if the same is different across the Systems.
- h. Sample of activation and deactivation request logs
- i. Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/rep)
- j. Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/rep)
- k. Live demo of the queries being put in to the system to generate different reports.
- l. List of CAS and SMS used by Operator in Authorized Area(s). In case more than one CAS and SMS system is used by Operator for Authorized Area(s), then understand and analyze how the two markets are segregated, controlled, reported and invoiced
- m. Similarly, list of head-ends of the operator providing services in Authorized Area(s) and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced
- n. In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS

27. Verification of Broadcaster's Fingerprinting passing through the Operator's STB.

28. Basic Audit checks to be completed:

- a. "As on Date" reconciliation of VC and STB from complete CAS and SMS for the date of Audit. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in actual numbers as well as percentage of the total base
- b. "Transaction log" reconciliation of VC and STB numbers obtained from logs of complete CAS and Logs of SMS with the subscriber report provided to Broadcaster for each month. Any discrepancy should be reported in actual numbers as well as percentage of the total base.
- c. Reconciliation of VC and STB from CAS and SMS for each channel for the date of Audit. Any discrepancy should be reported in actual numbers as well as percentage of the total base
- d. Reconciliation of VC and STB numbers for each channel obtained from Logs (Transactional logs as well as configuration logs) of complete CAS and SMS Logs with the broadcasting report of each month. Any discrepancy should be reported in actual numbers as well as percentage of the channel count reported.
- e. A 3 way reconciliation on channel wise count of broadcasting report, CAS and SMS should be done at count level for the day of Audit as well as historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.
- f. Auditor to highlight if any free access (to be defined) channels are available
- g. Auditor to compare VC's from SMS and compare with the VC's on which payment has been received through prepaid system from the customer in last 6 months. Any cases where payment has been received for the month but no VC appearing in active SMS data for the month should be reported as exception

29. Basic hygiene checks for Audit:

- a. Operator to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors
- b. Operator to allow auditors to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
- c. Operator to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
- d. All data from CAS and SMS server should be extracted by auditor in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS & SMS servers.
- e. A screen shot of the queries that are run should be part of the data stored with password protected\data extraction queries scripts and explanation of terminology to be preserved and also provided to the Broadcaster along with the audit report and data stored with password protected.

- f. Auditor and Broadcaster representative should be physically present during the extraction of CAS & SMS data and should not leave the data extraction activity to CAS & SMS vendors.
- g. All data to be extracted from backend using queries or verify the data obtained from SMS/CAS frontend by writing queries on the backend database after understanding the table structure:
 - As on date Active and De-active Subscriber count in the network
 - As on date Active and De-active counts with STB/VC with location specific report
 - As on date Active and De-active Channel and package wise subscriber count and a report containing details of such STB/VC
 - Historical month-end active and de-active STB/VC wise subscriber counts and a report containing details of such STB/VC for the audit period
 - Historical month-end active and de-active package and channel-wise subscriber counts and a report containing details of such STB/VC for the audit period
 - As on date channel composition of packages
 - Channel composition of packages for historical period (audit period)
 - Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp
 - Inventory of all the VC/UA/Mac ID from the SMS server

SCHEDULE F

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 | <input type="checkbox"/> | SONY AATH | | | |
| 2 | <input type="checkbox"/> | Sony Yay! | | | |
| 3 | <input type="checkbox"/> | SONY MAX | | | |
| 4 | <input type="checkbox"/> | SONY MAX 1 # | | | |
| 5 | <input type="checkbox"/> | SONY MAX 2 | | | |
| 6 | <input type="checkbox"/> | SONY WAH | | | |
| 7 | <input type="checkbox"/> | SONY PIX | | | |
| 8 | <input type="checkbox"/> | SONY SAB | | | |
| 9 | <input type="checkbox"/> | SONY ENTERTAINMENT TELEVISION | | | |
| 10 | <input type="checkbox"/> | SONY MARATHI | | | |
| 11 | <input type="checkbox"/> | SONY SPORTS TEN 5 | | | |
| 12 | <input type="checkbox"/> | SONY PAL | | | |
| 13 | <input type="checkbox"/> | SONY BBC EARTH | | | |
| 14 | <input type="checkbox"/> | SONY SPORTS TEN 1 | | | |
| 15 | <input type="checkbox"/> | SONY SPORTS TEN 2 | | | |
| 16 | <input type="checkbox"/> | SONY SPORTS TEN 3 | | | |
| 17 | <input type="checkbox"/> | SONY SPORTS TEN 4 | | | |

| | | | | | |
|----|--------------------------|----------------------------------|--|--|--|
| 18 | <input type="checkbox"/> | SONY SPORTS TEN 5 HD | | | |
| 19 | <input type="checkbox"/> | SONY ENTERTAINMENT TELEVISION HD | | | |
| 20 | <input type="checkbox"/> | SONY PIX HD | | | |
| 21 | <input type="checkbox"/> | SONY MAX HD | | | |
| 22 | <input type="checkbox"/> | SONY SAB HD | | | |
| 23 | <input type="checkbox"/> | SONY BBC EARTH HD | | | |
| 24 | <input type="checkbox"/> | SONY SPORTS TEN 1 HD | | | |
| 25 | <input type="checkbox"/> | SONY SPORTS TEN 2 HD | | | |
| 26 | <input type="checkbox"/> | SONY SPORTS TEN 3 HD | | | |
| 27 | <input type="checkbox"/> | SONY SPORTS TEN 4 HD | | | |

#Please refer to clause 2.10.

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>For _____</p> | <p>_____</p> <p>Name : _____</p> <p>Designation: _____</p> <p>*Date: _____</p> |
| <p>For Culver Max Entertainment Private Limited (formerly Sony Pictures Networks India Private Limited)</p> | <p>_____</p> <p>Name: _____</p> <p>Designation: _____</p> <p>*Date: _____</p> |

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