

**REFERENCE INTERCONNECT OFFER (“RIO”) FOR DIGITAL ADDRESSABLE SYSTEMS (“DAS”)
FROM ABP NEWS NETWORK PRIVATE LIMITED (“ANN”)
TO MULTI SYSTEM OPERATORS OF DIGITAL ADDRESSABLE CABLE SYSTEMS (“MSOs”)**

The terms detailed in this Reference Interconnect Offer (RIO) are broad technical and commercial terms including the terms and conditions mentioned in Schedule to the TRAI Regulations applicable to Multi System Operators retransmitting signals to Subscribers in terms of the TRAI Regulations 2017 (namely The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) Regulations, 2017). On receipt of a request from Multi System Operator (“Operator”) in terms of the Regulations, Broadcaster and the concerned Operator shall have to enter into a detailed Subscription Agreement containing all the terms and conditions to enable the Operator to avail the signals of the Broadcaster’s Channels for further re-transmission to the Subscribers from its Platform either directly or through Local Cable Operator(s) (LCOs).

Every Operator as defined in the Regulations, while seeking interconnection with Broadcaster shall ensure that its Digital Addressable Systems (“DAS”) installed for the distribution of the TV channels meet the DAS requirements specified in Schedule of the Regulations for entitlement for receipt of signals.

Along with the request for interconnection, Operator must provide a certified copy of its valid digital addressable system certificate of registration, under the Cable Television Network (Regulation) Act of 1995 read with the Cable Television Network Rules, 1994, as amended from time to time. Any requests for interconnection, made without a certified copy of a valid registration certificate shall not be entertained.

I. RULES OF INTERPRETATION OF CLAUSES

Unless the context of this Agreement otherwise requires:

- a. The Schedules shall form an integral part of this Agreement;
- b. The clause, schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;
- c. Words using the singular or plural number also include the plural or singular number, respectively;
- d. Words of any gender are deemed to include the other gender;
- e. 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;

- f. The term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;
- g. Any reference to a "person" includes natural persons, firms, partnerships, companies, corporations, associations, organizations, 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);
- h. A reference to "writing" includes email, except as expressly provided otherwise;
- i. 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 or regulation as amended, modified, re-enacted or replaced from time to time;
- j. The words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases; and
- k. 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.

The said agreement must be in complete compliance with

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| 1. | Parties | <p>ABP NEWS NETWORK PRIVATE LIMITED ("ANN/ Broadcaster"), a Company incorporated under the Companies Act, 1956.</p> <p>and</p> <p>.....Licensed Digital signal provider in DAS areas ("Operator").</p> <p>Having its registered office at.....</p> <p>.....</p> <p><input type="checkbox"/> Company <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Proprietorship <input type="checkbox"/> HUF</p> |
| 2. | Term | As mutually agreed between ANN and the Operator, subject to a minimum of One (1) Year from the date of signing of the Agreement |

ABP News Network Private Limited

Operator

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| | | <p>("Term"), unless terminated earlier in accordance with the Agreement.</p> <p>The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the Parties.</p> |
| 3. | Territory | Digital Addressable Systems (DAS) areas notified by the Ministry of Information and Broadcasting ("MIB") and as set out in the validation form. |
| 4. | ANN Channels | <p>The ANN Channels are set out in Annexure I ("ANN Channels").</p> <p>ANN reserves the right at any time during the Term to remove any channel from the list of ANN Channels if it ceases to distribute such channel in the Territory and terminate the grant of the associated distribution rights to the Operator or to add any channel to the list of ANN Channels and to grant the distribution rights to Operator in respect of the new channel.</p> |
| 5. | Operator Category | <p>The Operator shall deliver the following information / documents while seeking interconnection with the Broadcaster, depending on its category in which its constitution of business falls:</p> <ol style="list-style-type: none"> i. Where the Operator is an individual or a sole proprietor: <ol style="list-style-type: none"> a. Photograph of the proprietor b. Proof of residence - Passport/Voter's ID Card/ration card/Electricity bill / Income Tax returns. c. Proof of ID- Self attested copy of Passport/Voters ID/PAN Card /Driving license/ Aadhar Card for signature verification. d. CAS declaration from the conditional access vendor in the format set out herein e. SMS declaration from the SMS vendor in the format set out herein ii. Where the Operator is a partnership firm: <ol style="list-style-type: none"> a. Certified true copy of the registered Partnership Deed. b. Separate powers of attorney signed by all partners authorizing the signatory to sign the Agreement |

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| | | <p>and any amendment thereto and all related documents on behalf of the Firm.</p> <ul style="list-style-type: none"> c. Photograph of the signatory. d. Copy of Passport/Voters ID/PAN Card/Driving license/ Aadhar Card for signature verification attested by the authorized signatory. e. CAS declaration from the conditional access vendor in the format set out herein f. SMS declaration from the SMS vendor in the format set out herein <p>iii. Where the Operator is a company:</p> <ul style="list-style-type: none"> a. Certificate of incorporation, duly certified by the Company Secretary/ Director. b. Certified copy of Memorandum and Articles of Association of the company. c. Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company. d. Copy of Passport/Voters ID/PAN Card/Driving license/ Aadhar Card for signature verification attested by the authorized signatory. e. Photograph of the signatory. f. CAS declaration from the conditional access vendor in the format set out herein g. SMS declaration from the SMS vendor in the format set out herein <p>iv. Where the Operator is a Hindu Undivided Family "HUF"</p> <ul style="list-style-type: none"> a. The photograph of the Karta. b. The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns. c. The names of all coparceners and his/her relation with the Karta. d. Relevant documents, including any Partition Deed, Family Settlement Deed, etc. e. Copy of Passport / Voters ID / PAN Card / Driving License/ Aadhar Card for signature |
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| | | <p>verification attested by the Karta.</p> <p>f. CAS declaration from the conditional access vendor in the format set out herein</p> <p>g. SMS declaration from the SMS vendor in the format set out herein</p> <p>Subsequent to the provision of the aforesaid documents, Broadcaster and the Operator will enter into a subscription agreement, as provided herein, containing the terms and conditions on which the Operator shall retransmit the subscribed Channels to the Authorized Subscribers of its Network operating in the authorized Territory, in digital addressable mode of transmission only.</p> <p>The Operator shall furnish its basic information in the form prescribed in Annexure VII.</p> |
| 6. | Rights | <p>Rights Granted: Operator shall have the non-exclusive right to retransmit the ANN Channels during the Term via the cable television network in the Territory on the digital “addressable systems” (as defined in the Regulations) owned and operated by the MSO (the “Platform”) for retransmission to Subscribers (as defined in clause 5 below). The Operator shall retransmit the channels alongwith all available language feeds of the respective channels during the term hereof in an encrypted form through DAS in an uninterrupted form on a 24x7x365 basis (for the term of the agreement) for distribution to its authorized subscribers in the territory on the platform owned and operator by the Operator (herein referred to as the “Platform”).</p> <p>Rights Excluded: All other rights and means of interconnection not specifically and expressly granted to Operator are expressly excluded and reserved by ANN, including, but not limited to, interconnection via any “headend-in-the-sky” (“HITS”) platform to cable operators, Direct to home transmission (“DTH”), IPTV systems, Internet, and mobile etc. For the avoidance of doubt, this also excludes distribution of any non-linear content of the ANN Channels through the Platform including, but not limited to time shifting / multiplexing [/PPV/VOD/SVOD], (whether currently existing or that may come into existence in the future).</p> <p>Manner of Retransmission: The ANN Channels are to be</p> |

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| | | <p>continuously transmitted on the Operator's Platform simultaneously upon receipt of the signals from the respective Service Providers of the ANN Channels without any interruption, editing, interference, recording or alteration. Operator shall not sublicense any of its rights hereunder to any other person. For the avoidance of doubt it is hereby clarified that the Operator shall not offer the ANN Channels to its Subscribers for specific hours or programming or in any non-linear manner.</p> <p>Any agreement entered into by the Operator, its sub-operators and their respective affiliates with a subscriber shall not relieve the Operator, its operators and its respective affiliates of any of their obligations under this agreement and the Operator shall ensure that such agreements are not in any way in contravention to and prejudicial to the rights and obligations between the parties as set out in this agreement.</p> |
| 7. | Subscribers | <p>Subscribers for the purposes mentioned herein shall mean a person who receives the signals of ANN Channels at a place indicated by him to the Operator without further transmitting it to any other person and includes Ordinary Subscribers and specifically excludes commercial subscribers and commercial establishments.</p> <p><u>Ordinary Subscriber</u>: means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber and also means a subscriber who is not a commercial subscriber;</p> <p><u>Commercial Subscriber</u>: means a subscriber who causes the signals of TV channels to be heard or seen by any person for a specific sum or money to be paid by such person;</p> <p>It is further agreed that provision of channels to Commercial Subscribers as defined in the Agreement shall be subject to directions or orders passed by the TDSAT or any other appeal, review application pending before any Court of law or Tribunal. For avoidance of doubt it is clarified that Commercial Subscribers shall be excluded from the purview of this Agreement and the same are subject to outcome of the petition stated herein in the above</p> |

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| | | <p>paragraph.</p> <p>Subscriber for the purposes of calculation of the Monthly License Fee means, for any calendar month, each Set Top Box, which is availing the Channel(s) of ANN through the Operator.</p> <p>The Operator shall not be permitted nor shall be entitled to activate the STB / provide signals of any the Broadcaster channels to any such subscribers who have not submitted Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle Broadcaster to disconnect its channels by giving prior written Notice.</p> <p>However, in the event, the Operator provides signals to both Ordinary and Commercial Subscribers, then the CAS and SMS system of the Operator must be capable of segregating both the types of subscribers, Ordinary and Commercial Subscribers, whereby two separate and distinct SMS reports would be submitted by the Operator to Broadcaster.</p> <p>Each Set Top Box in a household or unit in a residential multi-unit dwelling or in an establishment shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) STB (hereinafter "Supplementary Connection") authorized by the Operator to receive the Channels then such Supplementary Connection(s) shall be considered as a separate and distinct "Subscriber" in all respect including License Fee. The Operator shall maintain proper and accurate records of such supplementary connection and would furnish the details thereof as and when required by Broadcaster.</p> <p>The Operator shall provide ANN a Subscriber Report in the monthly Subscriber Report Format as prescribed in Annexure VIII.</p> |
| 8. | License Fee | <p>A. For each month or part thereof during the Term, the Operator shall pay to ANN the Monthly License Fee ("License Fee") as specified herein under and in accordance to the Regulations:</p> <p>a) A-la-Carte Rate for Standard Definition Channel (s) as per ANNEXURE -II</p> <p>b) Rate of Bouquet of Standard Definition Channel(s) as per</p> |

ANNEXURE II

The Rates per Subscriber as set out are exclusive of all taxes and levies

B. ANN is also offering channel(s) under various Discount Scheme(s) detailed herein below. The Operator at its sole discretion can opt for these Discount Scheme (s) in accordance with the terms and conditions of the respective Discount Scheme(s).

a) Discount Scheme as detailed in SCHEDULE II

For avoidance of doubt it is hereby clarified that the Operator is under no obligation to opt for any of the abovementioned Discount Scheme(s) to avail the ANN Channel(s) as it can avail the ANN both on A-la-Carte basis and/or Bouquet basis as per the rates mentioned in Clause A herein above.

In the event the Operator chooses to opt for/ avail any of the Discount Scheme(s) as mentioned in Clause (B) herein above, it will have to comply with the Discount eligibility conditions as set out in respective Discount Scheme (s) and furnish an Undertaking in the format as specified in ANNEXURE 2 read along with the Schedule- II and Exhibit(s) related thereto.

In the event the Operator fails to pay the License Fees and/ or, upon expiry of, or termination of the Agreement, the Broadcaster shall be entitled to take back the possession of the Equipment from the Operator, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the Operator, the IRD Deposit shall be refunded to the Operator. In case the Operator returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the Operator shall be liable to pay to Broadcaster such charges as may be determined by Broadcaster. Broadcaster shall be authorized to deduct the cost of damages from the IRD Deposit.

All payments from the Operator to Broadcaster under this

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| | | <p>Agreement shall be paid either by (i) Demand Draft in favour of 'ABP NEWS NETWORK PRIVATE LIMITED', payable at its head office or any other place that may be specified by Broadcaster in writing from time to time; or (ii) electronic wire transfer into Broadcasters Bank Account, accompanied by documentary evidence certified by the Operator's bank that the payment has been transferred to Broadcaster's Bank Account.</p> |
| 9. | <p>Payment Terms</p> | <p>The Monthly License Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of Report of the Operator referred to in clause 11 below ("Due Date").</p> <p>Within seven days of end of each month, the Operator shall provide the Report as stipulated in clause 11, based on which ANN shall raise an invoice on the Operator. In case the Operator fails to send the Report within the said period of seven days, ANN shall have the right to raise a provisional invoice and the Operator shall be under obligation to pay the License Fee on the basis of such provisional invoice in terms as stipulated in the Regulations. On receipt of the Report from the Operator, the parties would conduct reconciliation between the provisional invoice raised by ANN and the Report sent by the Operator.</p> <p>Operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the Operator shall constitute a material breach hereunder. Late Payments shall attract interest calculated from the date payment was due until the date payment. The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the License Fee by the Due Date and ANN shall retain all of its other rights and remedies under the Agreement.</p> |

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| 10. | Taxes | <p>All License Fee payments hereunder are exclusive of all applicable indirect taxes including all and any Goods and Services Tax, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at Operator's cost and will be charged at the prevailing rates by ANN to Operator.</p> <p>If payment of the License Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, Operator shall provide tax withholding certificates to ANN within the time limit stipulated in the Income Tax Act 1961.</p> <p>Any stamp duty payable on this Agreement shall be equally shared between the Parties. ANN shall pay the appropriate stamp duty in full and shall invoice Operator for its share of the stamp duty which Operator shall pay within fifteen (15) days of the date of the invoice.</p> <p>The Operator shall maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).</p> |
| 11. | Reports | <p>The Operator shall provide to ANN complete and accurate opening and closing subscriber monthly reports for the ANN Channels and the tier and/or package containing the ANN Channels within seven (7) days from the end of each month in the format provided by ANN in consonance with as stipulated in the Regulations.</p> <p>Such reports shall specify all information (including but not limited to the number of Subscribers for each ANN Channel and each package in which a ANN Channel is included) required to calculate the License Fees payable to ANN and shall be signed and attested by an officer of the MSO of a rank not less than Head of Department/Chief Financial Officer who shall certify that the information in the Report is true and correct.</p> |
| 12. | SMS | <p>MSO will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:</p> <p>(i) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;</p> |

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| | | <p>(ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for on-going administration;</p> <p>(iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;</p> <p>(iv) administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of programming packages;</p> <p>(v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and</p> <p>(vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.</p> <p>The Subscriber Reports must be generated only through the integrated CAS and SMS systems in a pre-defined read only format, such as a PDF file, not capable of further editing post generation from the system. All such monthly Subscriber Reports shall be countersigned and attested by an authorized signatory of Operator and sent via email to Broadcaster.</p> <p>The CA & SMS declaration must be done as prescribed in Annexures V and VI.</p> |
| 13. | Audit | <p>ANN's representatives (including through an independent auditor) shall have the right to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the Operator relating to the ANN Channel(s) provided by ANN for the purpose of verifying the amounts properly payable to ANN under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement.</p> |

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| | | <p>In the event an audit reveals that Operator has under-reported the number of Subscribers or the Monthly License Fee or has misrepresented any item or has failed to keep accurate and complete records:</p> <p>1. Operator shall make immediate payment of all amounts due plus Late Payment Interest @ 18 percent thereon. In the event the audit reveals that the License Fees due for any period exceeds the Monthly License Fee reported by the Operator by 2% or more, the Operator shall in addition also pay ANN, the costs incurred in relation to the Audit and take necessary steps to avoid such errors in future; and</p> <p>2. ANN shall have the option in its sole discretion (in addition to ANN's other rights and remedies under law or equity) to suspend delivery of the ANN Channels pursuant to ANN's suspension rights and/or to terminate as detailed in this agreement as per applicable law, in the event the Operator fails to make payment of all amounts due Late interest thereon and or fails to take steps to avoid recurrence of errors in reporting. Operator shall give ANN's representatives such assistance as they may reasonably require in order to carry out any audit.</p> |
| 14. | Packaging | <p>Operator undertakes to ANN that it shall package ANN Channels as per applicable law including but not limited to the Regulations; The Operator undertakes to ANN that:</p> <ul style="list-style-type: none"> • no ANN Channel shall be disadvantaged or otherwise treated less favorably by Operator with respect to competing channels on a genre basis; and • no ANN Channel shall be included in any package or tier that contains any channel with pornographic content or any gambling channel; • It shall not 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 <p>Once any of the ANN Channel has been included in a Pack/Package/Scheme, the Operator shall not change the composition of the subscription Package in which ANN channel(s)</p> |

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| | | <p>has been placed and any change shall be fully compliant of the Standard of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017.</p> <p>For the avoidance of doubt it is clarified that, notwithstanding anything contained in this RIO, in case the MSO opts out of the Discount Scheme(s) then the MSO shall be liable to package and place the Channel(s) as detailed in the said scheme(s) including but not limited to the threshold eligibility requirements of the said Discount scheme(s)</p> |
| 15. | Basic Service Tier | Basic Service Tier means the bouquet being offered by the Operator on its platform comprising Free to Air channels of Broadcasters including of ANN |
| 16. | EPG | <p>Before the signing of the Agreement, the Operator shall apprise and make available to Broadcaster the EPG Policy of the Operator's platform.</p> <p>During the entire duration of the term, the EPG of the Operator shall always contain the information of the programs being shown on all Broadcaster channels in a manner approved by Broadcaster without any cost or fee to Broadcaster. The Operator shall provide the format in which the said information regarding all the channels shall be furnished by Broadcaster.</p> <p>The Logical Channel Numbers "LCNs" for the Broadcaster Channels shall not be changed during the Term.</p> |
| 17. | Integrated Receiver Decoders and Viewing Cards | <p>The IRD used for decoding the Service, details of which are mentioned in the hardware form, attached herewith as Annexure IV (hereinafter referred to as the "Hardware Form") is either provided by Broadcaster to the Operator or procured by the Operator directly from the market.</p> <p>The Viewing Cards (hereinafter referred to as "VC"), if required for the IRD, shall always be provided by Broadcaster to the Operator and shall at all times remain the property of the Broadcaster and not of Operator. "Equipment(s)" as used herein shall mean and include the IRDs and the Viewing Card(s).</p> <p>Where the IRD is procured by the Operator directly on its own</p> |

from the market, Operator shall ensure that the same meets the technical and other parameters as may be communicated by Broadcaster and it shall also be responsible for its proper functioning, repairs, replacement or maintenance. Broadcaster shall not under any circumstances be responsible or liable for any malfunctions, repairs, replacement or maintenance of such IRD.

In the event the Operator requests, Broadcaster may, in terms of its policy, supply or cause to supply the Equipments. At its discretion, Broadcaster may require the Operator to make the following payments against delivery of the Equipments:

- i) Processing Fee: Broadcaster may require the Operator to pay one-time non-refundable processing fee towards the Equipments for each Subscribed Channel as per Broadcaster policy.
- ii) Replacement Fee: In case the Operator requires replacement of a defective IRD/ /VC, the Operator shall pay a non-refundable service charge per IRD /box/VC for one time replacement. The service charge amount shall be intimated by Broadcaster based on the nature of defect in the IRD /VC.
- iii) Courier/Taxes: The Operator shall pay the courier charges, octroi, taxes and other applicable levies and transportation charges for the Equipments.

IRD/VCs provided by Broadcaster to the Operator, shall at all times remain the property of the Broadcaster. Broadcaster may require Operator to pay a refundable interest free security deposit (the "Security Deposit") before Broadcaster delivers an IRD/VC to Operator. Upon the return of IRD/VC to Broadcaster, Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the IRD/VC.

Broadcaster makes no representation or warranty as to the capabilities of the IRDs/VCs provided by it to the Operator. Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such IRDs/VCs. However, in the

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| | | <p>event such an IRD/VC requires repair or replacement, Operator may send a written request to Broadcaster and Broadcaster shall endeavour to have the IRD/VC repaired or replaced at Broadcaster's sole discretion, subject to the Broadcaster's policies. All IRD's/VCs provided by Broadcaster to the Operator shall be returned to Broadcaster immediately upon expiry or prior termination of the Agreement, or earlier if requested by Broadcaster.</p> <p>In the event the Operator fails to pay the License Fees and/ or, upon expiry of, or termination of the Agreement, Broadcaster shall be entitled to take back the possession of the Equipment from the Operator, and deactivate the Viewing Card(s). Upon return of the IRD's/VC in proper working condition by the Operator, the IRD Deposit shall be refunded to the Operator. In the event, the Operator fails to return the Equipment to Broadcaster, the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD to Broadcaster for the period during which the default continues. In case the Operator returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the Operator shall be liable to pay to Broadcaster such charges as may be determined by Broadcaster. Broadcaster shall be authorized to deduct the cost of damages from the IRD Deposit.</p> <p>In order to recover possession of the IRD's/VC's from the Operator, the Operator shall ensure that the authorized personnel of Broadcaster are allowed free and unobstructed access to the premises of the Operator where the IRD's/VC's 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.</p> <p>It is expressly agreed between the Parties that the Operator's right to receive and distribute the Service shall be conditional upon the performance by the Operator, its sub-operators and their respective Affiliates of all the obligations arising under this Agreement and mere possession of the IRDs and Viewing Cards and making all payments relating to it, does not guarantee access to the Service.</p> |
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| | | <p>Operator covenants and undertakes to ensure the following with respect to each IRD and VC provided by Broadcaster to the Operator:</p> <p>(a) the IRD's and VC's shall be installed at a location approved by Broadcaster in writing and the same shall not be moved from the installation address, as specified in Hardware Form, which shall be a secure location. Operator grants Broadcaster the right at any time to enter the installation address to verify the presence of, and to inspect and test, each IRD and VC at the installation address. In the event an IRD/VC is missing, Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover the IRD/VC. Further, in the event an IRD/VC is lost, misplaced, stolen, or is in any manner alienated from Operator's possession, Operator shall immediately inform Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. Operator shall also immediately initiate all steps that may be possible for the recovery of the IRD/VC, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the IRD/VC shall be borne solely by Operator. In case the IRD/VC is not recovered, the Security Deposit with the Broadcasters shall stand forfeited and the Operator agrees that the Broadcaster shall be free to recover the balance costs of the IRD/VC from the Operator.</p> <p>(b) the IRD is not opened, tampered with or reproduced in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of Operator, Broadcaster may suspend the Service (after complying with the relevant regulations) without liability and such Service will be restored only at Broadcaster's discretion and subject to Operator paying a non-refundable reactivation fee of Rs. 5000/- (Rs. Five Thousand only) or higher as per the existing policies of Broadcaster on each such suspension. Operator acknowledges that the reactivation fee is not a penalty. Upon such IRD seal being broken, Broadcaster may take back possession of the IRD and Operator's Security Deposit, as made by the</p> |
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| | | <p>Operator, shall stand forfeited. Further, Broadcaster shall be free to recover the balance cost of such IRD from the Operator. Operator agrees to use the IRD/VC only in accordance with the technical specifications established by the manufacturer of the IRD/VC for the installation and use of the IRDs.</p> <p>(c) IRD/VC is not sold, assigned, pledged or otherwise transferred to any party and is not used for any purpose other than receiving the Service.</p> <p>In the event the Operator merges or amalgamate with another entity or ceases to operate its Platform, the Equipments supplied by Broadcaster to the Operator shall be returned forthwith to Broadcaster. In case the Equipments are damaged due to negligence of the Operator, Broadcaster shall be authorized to recover the actual repair cost from the Operator and in the event the Equipments are beyond repair, the Operator shall be liable to pay to Broadcaster the cost of such Equipments as on the date it was supplied to the Operator.</p> |
| 18. | Channel Marks | <p>ANN grants to OPERATOR the non-exclusive right during the Term to use the ANN Channel Marks solely in connection with Operator's advertising of the ANN Channels as available on its Platform and in a manner that has been pre-approved by ANN.</p> <p>OPERATOR agrees to give:</p> <ol style="list-style-type: none"> 1. An equivalent amount of support for all ANN Channels as it provides to other channels of the same genre; 2. Similar treatment to ANN Channels in all advertising material whereby ANN Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and equal opportunity to ANN Channels for participation in events and promotions that OPERATOR undertakes subject to commercial agreement for each event. 3. The Operator shall explicitly and in a non-discriminatory manner communicate to the subscribers of the Platform in all its publicity and promotional material, the manner in which the ANN Channels |

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| | | are being offered to them. |
| 19. | Delivery Security & | <p>ANN shall authorize Operator to deploy professional integrated receiver decoders (“PIRDs”) with SDI output together with the associated viewing cards (collectively, the “Equipment”) for each of the ANN Channels. The Equipment cost shall be borne solely and exclusively by Operator.</p> <p>All ANN Channels must be delivered by Operator to subscribers in a securely encrypted manner and without any alteration, editing, delays interruptions, picture squeezing, pull through or crawls, except as authorized by ANN in advance in writing.</p> <p>It is expressly clarified that that the Operator shall offer all/any subscribed channels at all times as a linear television service only on 24 hours per day, 7 day per week, 365(6) days a year basis. Further the subscribed ANN Channels shall be offered on as-is- basis and shall not be offered on basis of any specific event, sporting event, programming, or specific screening or for specific hours.</p> <p>The transmission specifications and infrastructure allocated by multi system operator in respect of the broadcast signal of the ANN’s Channels by Operator to its subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.</p> <p>Operator shall ensure that the STBs, Conditional Access System (CAS) and Subscriber Management System (“SMS”) used by its subscribers comply with the Specifications set out in the TRAI Regulations.</p> |
| 20. | Intellectual Property | <p>Broadcaster shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in the channels. The Operator agrees and undertakes to distribute the channels in their entirety in the same manner as such channels are delivered by Broadcaster, without any cutting, editing, dubbing, scrolling or ticker tape, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, blacking out, substituting or any other modification, alteration, addition,</p> |

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| | | <p>deletion or variation, substituting or any other modification, alteration, addition, deletion, variation or other interference or interruption in any manner.</p> <p>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 Broadcaster. The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. 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 and disclosed to Operator by Broadcaster for the purpose of this Agreement.</p> <p>All rights to the Channels and its contents are specifically reserved to Broadcaster.</p> |
| 21. | Anti-Piracy | <p>In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the Operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by ANN.</p> <p>To ensure the Operator's ongoing compliance with the security requirements set out in the Agreement, ANN may require technical audits ("Technical Audits") conducted by an independent security technology auditor approved by ANN in writing during the Term, at ANN's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Operator or ANN may, in its sole discretion, suspend the Operator's right to distribute the ANN Channels or take other actions as provided under the Agreement,</p> |

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| | | <p>until such systems, procedures and security measures have been corrected to ANN's satisfaction Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the multi system operator to ANN's satisfaction.</p> <p>The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.</p> <p>The Operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Operator at the time the Channels are made available. If Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, Operator shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the ANN Channels for any other purpose, notify ANN and the Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use.</p> <p>If so instructed by Information (as defined below) by ANN, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from ANN. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through an e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by ANN representatives through other means of communications such as telephonic message, fax etc. and the said "information" shall later be confirmed by ANN through e mail and the Operator shall be under obligation to act upon such information.</p> <p>Operator shall comply with the anti-piracy requirements ("Anti-Piracy Requirements") set out in Annexure III and such other anti-piracy requirements as are notified by ANN to Operator in writing</p> |
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| | | from time to time. |
| 22. | Alteration Rights | <p>Operator agrees to carry each of the Channel(s) in their entirety, in the order and at the time transmitted by Broadcaster, without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions except (1) as authorized by Broadcaster hereunder and (2) for any EPG / programme related information, interactive service or platform related functionality.</p> <p>Operator also agrees and undertakes that it shall not superimpose or otherwise insert any advertisements, promotions, programmes, data and content whatsoever either of its own or that of any other channel before/during/after or along with the content of the Channel(s) except as authorized by Broadcaster.</p> <p>Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub title or repackage the Channel for any purpose whatsoever. Operator undertakes not to copy and / or store any content available on any of the Channel(s) on any storage device in any medium.</p> <p>Operator shall insert scrolls or text line messages that shall appear on the bottom of the screen in order to communicate with its Subscribers: -</p> <p>(a) where it is so required by any Regulatory or Governmental authority; or</p> <p>(b) any change in its channel offerings or impending disconnection or any disruption in the supply of Channels.</p> <p>Provided that the aforesaid scrolls or text line messages shall also appear on the closest competition channels in the respective genres on a non- discriminatory basis. It is further agreed that Operator shall not insert any independent advertising on the Channels and shall not superimpose or otherwise modify or alter in any manner any trademarks, channel marks, names, logos, or copyright appearing on the Channels. However, subject to the foregoing, Operator is allowed to add/ insert its own trademark, logo, name or other insertion of similar nature in the form of translucent watermark, while transmitting / re-transmitting the signals, provided that any of such insertions do not appear at more than one</p> |

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| | | place in any frame and provided further that such insertions are also made on the closest competitive channels in the respective genres on a non- discriminatory basis as regards their placement, size etc. Operator shall further ensure that the trademark, logo, name, watermark so inserted by it shall not be more prominent than the respective Channel's name, logo, marks etc. and shall not obscure or overlay the Channel(s)' logo, name, marks or any programme appearing on the Channels. |
| 23. | ANN's Suspension Rights | <p>Subject to any applicable laws, ANN shall have the right to suspend delivery of the ANN Channels to Operator after giving notice in terms of the applicable Law, in the event of:</p> <ol style="list-style-type: none"> 1. a material breach related to License Fee if the same is not paid by the Operator by the Due Date; 2. a material breach related to anti-piracy; or 3. a material breach not related to anti-piracy/non-payment of Monthly License Fee. |
| 24. | Termination | <p>Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:</p> <ol style="list-style-type: none"> 1. Material breach of this Agreement by the other Party which has not been cured within three weeks of being required in writing to do so; 2. The bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. The digital addressable cable TV system license or any other material license necessary for the Operator to operate its digital addressable cable TV system service being revoked at anytime other than due to the fault of multi system operator. <p>ANN shall have the right to terminate this Agreement on written notice to Operator if (i) Operator breaches any of the Anti-Piracy Requirements (ii) ANN discontinues the ANN Channels with respect to all distributors in the Territory and provides Operator prior written notice. Operator shall have the right to terminate this Agreement on written notice to ANN if Operator discontinues its business and provides a prior written notice.</p> <p>Termination of this Agreement shall not affect any continuing</p> |

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| | | obligations of each of the Parties, including any rights and obligations relating to indemnification and audit. |
| 25. | Representations and Warranties | <p>Each Party represents and warrants to the other Party that:</p> <ul style="list-style-type: none"> (a) each of them is a duly incorporated and is a validly existing company under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement; (b) upon execution hereof, this Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law; (c) it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement. <p>The Operator undertakes, represents and warrants to Broadcaster that:</p> <ul style="list-style-type: none"> (a) the Operator has conducted its business at all times in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the Operator to operate the Distribution System within the authorized Area. The registration or license to operate the Distribution System within the authorized Area and all other necessary supporting documents, including licenses or registrations of all sub-operators are valid and shall continue to remain valid during the Term of this Agreement. The Operator confirms that it shall abide by the Cable TV Act, and Interconnection |

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| | | <p>Regulations and shall duly inform Broadcaster in the event of any changes or termination in its registrations or in the event of a change in names and addresses of sub-operators working under the Operator within 10 (ten) calendar days of such change. Any failure on the part of the Operator to inform Broadcaster in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement;</p> <p>(b) the Operator has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the Operator being revoked, varied, cancelled, suspended or not renewed.</p> <p>(c) the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The Operator shall not generate or retransmit any unencrypted signals or feeds from its Head End;</p> <p>(d) it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster and shall not remove/shift any equipment used to avail of the Services from the address referred to in the Schedule, without the prior written consent of the Broadcaster;</p> <p>(e) it shall not shift, remove, modify, misuse or tamper with the equipment used to avail of the Services including the paper seal to prevent opening of the equipment or any signals emanating there from, in a manner that prevents the identification of the equipment number or interferes with the signals emanating there from;</p> <p>(f) it shall not distribute the Channels other than by itself or through sub-operators detailed in Schedule hereto or otherwise deal with the Channels except as expressly authorized under this Agreement. It is hereby clarified that</p> |
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| | | <p>the Operator shall offer the Channel(s) to its subscribers either on A-la-carte or within and as part of Subscriber Package;</p> <p>(g) it shall not distribute the Channels (i) outside the Area; (ii) to any other Person other than the Subscriber in a manner specified in the Agreement;</p> <p>(h) it has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently so as to enable the Operator to discharge all its obligations under this Agreement. The Operator further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;</p> <p>(i) all information provided by the Operator to Broadcaster in connection with this Agreement has been provided in good faith. All information which has been provided by the Operator to Broadcaster in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.</p> <p>(j) the Operator has not received any petition for, and no order has been made or a resolution been passed for the winding up of the Operator or for the appointment of any provisional liquidator or administrator over any or all the assets of the Operator or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organization (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Operator and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the Operator.</p> <p>(k) there are no legal proceedings pending against the Operator which would materially affect the ability of the Operator to</p> |
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| | | <p>perform its obligations under this Agreement.</p> <p>The provisions of this Clause shall also apply to sub-operators and Affiliates of the Operator who are distributing the Channels through the Distribution System in the Authorized Area. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle Broadcaster to terminate this Agreement. The rights of Broadcaster under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.</p> |
| 26. | Assignment | <p>The Operator shall not have the right without the prior written consent of Broadcaster, to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. Broadcaster may assign or transfer its rights or obligations under the Agreement to any party acquiring all or a substantial portion of its business or to any corporation or entity controlling, controlled by, or under common control with Broadcaster.</p> |
| 27. | Regulatory Intervention | <p>In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the license fees payable hereunder, such amendment to take effect from the date of such change.</p> |
| 28. | Indemnity & Limitation of Liability | <p>Each Party shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the indemnifying Party of any provision herein. Neither Party shall be liable to the other for any indirect, special or consequential loss or damages arising under this Agreement, except that each Party is</p> |

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| | | indemnified with respect to third party claims. |
| 29. | Jurisdiction | <p>The Governing Law shall be the Indian Law and Telecom Disputes Settlement and Appellate Tribunal, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of/in connection with or as a result of the Agreement.</p> <p>In case of any dispute between the Parties, the Parties shall try to resolve such dispute by negotiations between the respective senior management personnel of the Parties.</p> |
| 30. | Miscellaneous | <p>A. Amendments - Any addition, deletion, amendment or modification to this Agreement must be in writing and signed by the Parties.</p> <p>B. Binding Agreement - This Agreement shall not be binding upon either Party until signed by an authorized representative of both the Parties.</p> <p>C. Confidentiality - The parties agree that they have maintained and will maintain in confidence the Confidential Information and that they have not and will not reveal the same to any persons except: (a) to their employees, officers, directors, Affiliates, attorneys, auditors on a need to know basis for purposes of administering this Agreement and complying with their respective obligations hereunder, (b) at the written direction of the non-disclosing Party; (c) to the extent necessary to comply with the Law or a valid order of a court of competent jurisdiction in which event the disclosing Party shall so notify the other Party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information; (d) as part of its normal reporting or review procedure to its Affiliates, general partners, auditors, attorneys and other advisors, provided such Affiliates, general partners, auditors, attorneys and advisors agree to be bound by the confidentiality provisions herein; (e) in order to enforce any of its rights pursuant to this Agreement; (f) to potential investors, insurers and financing entities, provided such persons or entities agree to be bound by the confidentiality provisions herein.</p> <p>Without limiting the above, neither Party shall issue any press release or other public statement relating to this Agreement or the other Party without obtaining the prior written consent of the other Party.</p> |

D. Cooperation - If so requested by the other Party, each Party undertakes to negotiate in good faith and enter into such further agreements as may be necessary for them to implement the terms of this Agreement. Each Party agrees (at its own cost) to do or procure the doing of any act or thing necessary for the performance of its obligations under this Agreement.

E. Entire Agreement - This Agreement supersedes all prior agreements and arrangements (whether written or oral) and embodies the entire understanding and all terms agreed between the parties relating to the subject matter of this Agreement.

F. Force Majeure - Neither of the Parties shall, in any manner whatsoever, be liable or otherwise responsible for any delay or default in, or failure of, performance resulting from or arising out of or in connection with any Event of Force Majeure (as defined below) and any such delay, default in, or failure of, performance shall not constitute a breach by such Party hereunder.

As used herein, an "Event of Force Majeure" in respect of a Party hereto shall mean any act, cause, contingency or circumstance beyond the control of such Party, including, without limitation, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, public disaster or public transportation dispute, satellite failure or equipment malfunction.

The Party suffering the Event of Force Majeure must promptly notify the other Party in writing (i.e. within 48 hours) the nature of the force majeure event, its impact and the mitigation plan for such event.

If an Event of Force Majeure which prevents either Party from fully and substantially performing its obligations under this Agreement has continued for more than seventy-five (75) consecutive days, the other Party may terminate this Agreement prior to its expiration by notice in writing to the affected Party.

For the avoidance of doubt, if this Agreement is terminated pursuant to this clause 26 (iv), 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).

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| | | <p>G. Notices - All notices must be in writing sent, during working hours, by fax or personal delivery or registered post or e-mail to the following address of Broadcaster and Operator, unless otherwise notified:</p> <p>TO Operator:</p> <p>Address:</p> <p>Attention :</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p> <p>TO Broadcaster:</p> <p>Address:</p> <p>Attention :</p> <p>Telephone:</p> <p>Fax:</p> <p>Email:</p> <p>Notices given by personal delivery shall be deemed to have been given on delivery and notices sent by registered post shall be deemed to have been given two (2) days after the date of mailing. Notices sent by fax shall be deemed to be delivered on the generation of a fax report confirming the transmission which is followed by any other mode of communication stated in this Clause and similarly notice through e-mail shall be deemed to have been served instantly upon the delivery of the e-mail.</p> <p>H. No Third Party Beneficiary - The provisions of this Agreement are for the benefit of the parties hereto only and no third Party may seek to enforce or benefit from these provisions; therefore, a person who is not a Party to this Agreement has no right to enforce any</p> |
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| | | <p>provision of this Agreement.</p> <p>I. Relationship - Nothing contained herein shall be deemed to create any relationship of partnership, joint venture or agency, nor shall any similar relationship be deemed to exist by virtue of this Agreement between any of Operator and its Affiliates on the one hand, and any of Broadcaster or its Affiliates on the other. The Parties are entering into this binding contract as independent contractors on a Principal to Principal basis.</p> <p>J. Severability - In the event any provision of this Agreement shall be found to be contrary to any governmental Law or regulation of any governmental administrative or regulatory agency or body and is held invalid, illegal or unenforceable in whole or in part, the other provisions of this Agreement shall continue to remain in full force and effect.</p> <p>K. Survivability - (License Fee), (Payment Terms), (Audit Rights), (Intellectual Property), (Covenants, Representations and Warranties), (Indemnification), (Governing Law and Jurisdiction), and (Confidentiality), shall survive any termination or expiration of this Agreement.</p> <p>L. Waiver - No waiver by any Party, of any default with respect to any provision, term, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. It is clarified that a waiver by either Party of a breach of any provision of this Agreement in any one instance shall be in writing and shall not be deemed to be a continuing waiver or a waiver of any subsequent breach unless the written notice so provides.</p> <p>M. Stamp Duty - Operator and Broadcaster agree to pay the stamp duty applicable on this Agreement in equal proportions.</p> |
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SCHEDULES -I

ANNEXURE-I

CHANNELS DISTRIBUTED BY ABP NEWS NETWORK PRIVATE LIMITED

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| 1. | ABP News | FTA Channel |
| 2. | ABP Asmita | FTA Channel |
| 3. | ABP Ananda | Pay Channel |
| 4. | ABP Majha | Pay Channel |

ANNEXURE- II

A-La-Carte Rates:

| Sr. No. | Channels | Genre | Rate per Subscriber per month (in INR) Please refer to notes below | Channels Availed (Yes/No) |
|---------|------------|------------------------|---|---------------------------|
| 1. | ABP News | News & Current affairs | FTA | |
| 2. | ABP Asmita | News & Current affairs | FTA | |
| 3 | ABP Ananda | News & Current affairs | 5.00 | |
| 4 | ABP Majha | News & Current affairs | 5.00 | |

BOUQUET RATE:

| ANN - 1 | |
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| ABP Ananda | 8.50 |
| ABP Majha | |

Calculation License Fee:

(i) For each month or part thereof during the Term of the agreement, the Operator shall pay to ANN the Monthly Licence Fee which shall be the A-la-Carte Rate of ANN Channel(s) multiplied by the Monthly Average Subscriber Level.

(ii) The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.

(iii) For the purpose of calculation of the Monthly License Fee payable "Subscriber" means, for any calendar month, each Set Top Box, which is availing the ANN Channel(s) through the Operator.

Calculation of Monthly License Fee where Operator does not avail any Discount Scheme:

(a) In case Operator avails one or more or all ANN SD Channels on A-la-Carte rate basis:

(i) If the Operator is providing the channels on A-la-Carte basis to its subscribers, the Monthly License Fee for such A-la-Carte channels shall be equal to the A-la-Carte rate as set out herein multiplied by the number of Monthly Average Subscriber Level availing the channels on A-la-Carte basis.

(ii) If the Operator does not offer such opted A-la-Carte channel(s) as A-la-Carte to its subscriber but offers the A-la-Carte channel (s) in packages, then the payment for each of the A-la-Carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed multiplied by A-la-Carte Rate of the Channel.

(b) In case Operator avails one or more Bouquet(s) of ANN SD Channel(s):

(i) If the Operator is providing the Bouquet(s) as a whole to its subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out herein multiplied by the number of Monthly Average Subscriber Level availing the Bouquet(s).

(ii) If the Operator does not offer such opted bouquet(s) as a whole to its subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment for such entire opted bouquet by the Operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.

Calculation of Monthly License Fee where Operator avails any of the Discount Scheme:

(a) In event Operator avails and fulfils all the laid down conditions of Discount Scheme on a-la-carte Rate of Standard Definition (SD) Channel as per ANNEXURE:

Operator shall be liable to pay the License Fee as calculated herein below:

(i) If the Operator is providing the Bouquet(s) as a whole to its subscribers, the Monthly License Fee for such A-la-Carte channels shall be equal to the Incentivized Bouquet rate as set out in the multiplied by the number of Monthly Average Subscriber Level availing the channels on A-la-Carte basis.

If the Operator does not offer such opted A-la-Carte channel(s) as A-la-Carte to its subscriber but offers the A-la-Carte channel (s) in packages, then the payment for each of the A-la-Carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed multiplied by A-la-Carte Rate of the Channel.

(b) In event Operator avails and fulfils all the laid down conditions of Discount Scheme on Bouquet Rate of Standard Definition (SD) Channel as per ANNEXURE:

Operator shall be liable to pay the License Fee as calculated herein below:

(i) If the Operator is providing the Bouquet(s) as a whole to its subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Incentivized Bouquet rate as set out in the multiplied by the number of Monthly Average Subscriber Level availing the Bouquet(s).

(ii) If the Operator does not offer such opted bouquet(s) as a whole to its subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment for such entire opted bouquet by the Operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet multiplied by Incentivized Bouquet Rate as set out in the ANNEXURE .

Note:

- A-La-Carte Rates of the Channels are without prejudice to the Broadcaster's rights and contentions in any proceedings before any Tribunal/Judicial/Statutory/Regulatory authority including but not limited to any exercise to be under taken by the Telecom Regulatory Authority. Broadcaster reserves its rights, subject to applicable regulation/order of TRAI, to revise the Rate payable by Subscriber per Month mentioned herein above. Upon such revision Operator agrees and unconditionally undertakes to pay revised Subscription Fee pro rata from the effective date of such revision.
- Inflation related hike/increase in the Rates notified by TRAI by way of Tariff Order or otherwise would become automatically applicable to the above rates w.e.f. the date of such notification and the Operator would be liable to pay the increased subscription fee from the notification date.
- Subscriber" for the purpose of calculation of license fee shall mean for any calendar month, each Set Top Box ("STB"), which is availing the Broadcaster Channels
- A-La-Carte Rates of Broadcaster Channels mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST.

ANNEXURE III
ANN'S ANTI PIRACY REQUIREMENTS
ANTI-PIRACY TERMS FOR A COMPANY PROVIDING SERVICES IN INDIA ("OPERATOR")

1. General

Operator shall take all necessary actions to prevent any unauthorised access to the Channels in the Territory.

2. Set Top Units, Smart Cards, Systems and Procedures

2.1. In order to ensure that each Set Top Unit is capable of being used for Fingerprinting, Operator shall ensure that the Set Top Unit supplied to Authorized Subscribers conforms to the BIS standards.

2.2. Operator represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of Set top boxes and Smart Cards so as to ensure that they are only sold within the Territory by Operator or by its authorised dealers and such sales are only made to bona fide Subscribers residing in the Territory and installations are made at a residential address.

Adequate systems, processes and controls shall include, without limitation, Operator:

- 2.2.1. collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every Set Top Unit and Smart Card including, without limitation, the particulars specified in paragraph 2.4;
- 2.2.2. requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously deauthorised prior to re-authorisation, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any Set Top Unit and Smart Card;
- 2.2.3. investigating any multiple Smart Cards issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
- 2.2.4. deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
- 2.2.5. ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
- 2.2.6. requiring that for every change of address on the system and therefore relocation of a Set Top Unit, there is an independent physical verification of the new residential address; and
- 2.2.7. deauthorising any Set Top Unit or Smart Card that is found outside of the Territory or in the possession of a person who is not a bona fide Subscriber.

2.3. Operator represents, warrants and undertakes that all of its Set top boxes and Smart Cards:

ABP News Network Private Limited

Operator

- 2.3.1. are sold and installed together as a pack only in the Territory and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and
 - 2.3.2. employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular Set Top Unit and that the Channels cannot be viewed if such Smart Card is removed and used with any other Set Top Unit.
- 2.4. Operator represents, warrants and undertakes that all installations of Set top boxes and Smart Cards are done directly by Operator or through its authorised dealers and only within the Territory, and that the installer for every installation physically checks and ensures before installation and activation of a Set Top Unit 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 Set Top Unit and which is the same as detailed in the subscriber management system. In accordance with paragraph 2.2.1, OPERATOR's subscriber management system shall contain all of the following information items for each Subscriber prior to activation of a Smart Card and Set Top Unit for such Subscriber:
 - 2.4.1. Name;
 - 2.4.2. Installation address;
 - 2.4.3. Billing address (if different);
 - 2.4.4. Telephone number of the installation address, where applicable;
 - 2.4.5. Authorized Subscriber's unique subscriber reference or subscription agreement number;
 - 2.4.6. Service/Channels/Packages that have been selected;
 - 2.4.7. Name and unique reference number of the dealer who sold the Set Top Unit to such Authorized Subscriber;
 - 2.4.8. Name and unique reference number of the dealer who sold the subscription to such Authorized Subscriber (if different);
 - 2.4.9. Name and unique reference number of the installer (if different from the dealer);
 - 2.4.10. Smart Card number; and
 - 2.4.11. Unique Set Top Unit number.
- 2.5. Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channels can be accessed from addresses which are:
 - 2.5.1. not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the subscriber management system;
 - 2.5.2. outside of the Territory; or
 - 2.5.3. that of a cable head end or any other distributor of such Channel to Subscriber.
- 2.6. In order to ensure that the Smart Card is only activated for bona fide Subscribers, Operator further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired Set Top Unit; and (b) that such Smart Card is activated at the address of the Subscriber which matches with the address as

supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system.

- 2.7. Operator represents, warrants and undertakes that its subscriber management system allows:
 - 2.7.1. viewing and printing historical data, in terms of total activation, deactivation and re-activation of all Subscribers and all other records required under paragraph 2.4; and
 - 2.7.2. enables the location of each and every Set Top Unit and Smart Card to be recorded.

3. Fingerprinting

- 3.1. Operator shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by ANN and as reasonably requested from time to time.
- 3.2. Operator shall ensure that all Set top boxes should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by Operator or by ANN.
- 3.3. 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. On screen display should support a minimum number of characters that preserve uniqueness to that Smart Card and Set Top Unit and any amendment of those characters will be on a pre-determined, consistent basis.
- 3.4. Operator shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:
 - 3.4.1. The Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;
 - 3.4.2. Fingerprinting to be provided by Operator on the Channels, as per the scheme provided by ANN; ANN shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

- 4.1. Operator shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2. Operator represents and warrants that: (a) both the Conditional Access and Subscriber billing systems shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market outside of the Territory; (b) none of the current versions of the Conditional Access system have been hacked;(c) to the best of its knowledge, there are no devices or software

available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its Conditional Access and Subscriber Management systems shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

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

5. Piracy, piracy reports and prevention

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

5.1.1. Any Smart Card or Set Top Unit is being located, supplied or sold outside the Territory,

5.1.2. Any of the Channels are being viewed via a Smart Card or Set Top Box by a third party that is not an Authorized Subscriber,

5.1.3. A Smart Card is being used for viewing the Channels anywhere other than the registered address of an Authorized Subscriber in the Territory, or

5.1.4. A Smart Card and/or Set Top Unit is being used by a cable Operator or other distributor to distribute any of the Channels, (each, a "Piracy Event").

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

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

5.2.2. 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 ANN, where ANN shall be one of the parties to such action, it shall notify ANN in writing and seek ANN's prior written consent. Where ANN consents to Operator taking legal or other action on behalf of ANN, Operator shall keep ANN fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of ANN or its affiliates without the prior written consent of ANN.

5.3. Operator agrees to change or upgrade its Conditional Access and/or Subscriber Management systems in the event the Conditional Access is shown to be hacked.

5.4. Operator shall investigate and report to ANN any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a Set Top Unit and/or Smart Card, or any illegal or unauthorized distribution or use of the Receiver Boxes, Set top boxes, Smart Cards or Viewing Cards or other equipment that enable access to the Channels.

ANNEXURE IV
HARDWARE FORM

Operator Code:
Operator Name:
PAN NO:

Document Number:

Installation Address:

Same as Correspondence address different from Correspondence address

If Installation Address is different from Correspondence Address, please fill details below:

Flat/Shop No.: Bldg. Name /Plot No:
Street Name: _____ Landmark:
Locality/Area:
Taluk/Tehsil: Village/ Town/City: State:
Pin code: District: Fax: _____
Technical Contact Person: _____
Mobile: Telephone: _____
e-mail: _____

Encryption System used by the Operator: _____

Channelwise serial number details of all IRDs of the Services being subscribed by the Operator:

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

| | |
|---------------|--------------|
| For ANN India | For Operator |
| | |
| Name: | Name: |
| Title: | Title: |

ANNEXURE V

CAS DECLARATION FORM

(On CAS Company Letter Head)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, address:
- _____ having its DAS headend _____
at _____
- _____ has installed Conditional Access System (CAS) from
our company for its digital cable network.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____, NETWORK ID: _____

With respect to the CAS installed at above mentioned headend and in terms of the Schedule of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017, we confirm the following:

1. The current version of CAS does not have any history of hacking.
2. The CAS is scalable and interoperable and we have the capability of upgrading of CAS in case it gets hacked.
3. The CAS is currently in use by other pay TV services and it has an aggregate of at least 1 million subscribers in the global pay TV market.
4. The CAS has the capacity to handle at least 1 million subscribers in the system.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package.
6. We have the technical capability in India to maintain this CAS system in good working condition on 24x7 basis through the year.

7. This CAS is independently capable of generating log of all activations and deactivations.
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
9. The CAS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
10. This CAS _____ gb/tb storage capacity with the capability to store history logs of all _____ all activations and deactivations for the period of at least 24 months for every channel and Bouquet / Subscriber Package. This storage capacity can be increased if required.

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

Thanking you,

For (CAS company name)

(Signature)

Name:

Designation:

(not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE VI

SMS DECLARATION FORM

(On SMS company letterhead)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/S Address

Registered Office having its DAS headend at has installed SMS from our Company for its digital cable network.

Date of SMS Installation: _____

SMS Version : _____

With respect to the SMS installed at above mentioned headend and in terms of Schedule of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017, we confirm the following:

1. The SMS is currently in use by other pay TV services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system in good working condition on 24 x 7 basis through the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.

6. The SMS is capable of individually addressing subscribers, on a channel by channel and

ABP News Network Private Limited

Operator

STB by STB basis.

7. This SMS is independently capable of generating log of all activations and deactivations. This SMS has _____ gb/tb storage capacity with the capability to store history logs of all activations and deactivations for the period of at least 24 months for every channel. This storage capacity can be increased if required. Please find enclosed sample log of all activations & deactivations of a particular channel generated from this SMS system.

Thanking you,

For (SMS company name)

(Signature)

Name: _____

Designation:

(not below the level of COO or CEO or CTO)

ANNEXURE VIII

SUBSCRIBER REPORT FORMAT

CHANNELS OFFERED ON A-LA-CARTE BASIS (to be submitted area/phase wise distinctly and separately):

Monthly subscription reports of channels or bouquets to be provided by a distributor of television channels to a broadcaster.

Reported Month:____ Year:____

Table 1-

Monthly subscription for a-la-carte channels

(Area Wise)

| Name of the channel | Opening Subscribers | Closing Subscribers |
|---------------------|---------------------|---------------------|
| | 1 | 2 |
| | | |
| | | |

Table 2-

Monthly subscription for bouquets of pay channels

| Name of the package / bouquet of pay channels | Name of channels in each package / bouquet | Opening subscribers | Closing subscribers |
|---|--|---------------------|---------------------|
| | 1 | 2 | 3 |
| | | | |
| | | | |

1. Each set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the distributor of television channels, shall constitute one subscriber.
2. The reports shall be generated in non-editable PDF format, with read only permissions.

SCHEDULE II

**AVAILING OF OFFERS POST EXECUTION OF REFERENCE
INTERCONNECT OFFER (“RIO”) WITH ABP NEWS NETWORK PRIVATE
LIMITED (“BROADCASTER”) BY MULTI-SYSTEM OPERATORS
 (“OPERATOR”) FOR DIGITAL ADDRESSABLE CABLE TELEVISION
 (“DAS”) SYSTEMS**

| | |
|------------------------------|---|
| <u>1. Eligibility</u> | <p>An Operator will be eligible to avail Offers as set out by the Broadcaster in the present Schedule if it meets the following prerequisites:</p> <ol style="list-style-type: none">I. The Operator shall have executed the RIO Agreement (hereinafter referred to as the “Primary Agreement”) in order to re-transmit / distribute the subscribed Channels of the Broadcaster, on the terms and conditions set out in the Primary Agreement;II. The Operator shall have availed of the Bouquet of the fixed channel combination offered by the Broadcaster as detailed in the Primary Agreement and set out herein for convenience as Annexure 3.III. The Operator shall post expression of interest of availing the Offers detailed herein shall deliver a written undertaking / execute an additional agreement with the Broadcaster, in the format set out in Annexure 2, and thereafter elect to comply with any or all the conditions given under the Offers set out in Annexure 4, 5 and 6IV. The Operator shall, at all times during the Term of the Primary Agreement, adhere to and comply with abovementioned conditions. In the event that any of the Eligibility Conditions under the above mentioned Offers are not met or not complied with by the Operator at any time during the term, the Operator shall no longer be entitled to any of the Offers and the Schedule executed between the Broadcaster and Operator shall terminate and cease to have effect in its entirety. In such an event, the Primary Agreement shall continue in full force and effect. |
| <u>2. Offers</u> | <p>The Operator shall, subject to compliance with each of the Eligibility Conditions set out in Clause 1 of this Schedule, be entitled to avail the following:</p> <ol style="list-style-type: none">I. The Operator will be entitled for Offers on availing of Bouquet of Channels as set out by the Broadcaster in Annexure 3.II. Penetration Threshold: (“Offer A”) shall mean the Offer will be available in consideration of the Operator carrying the Channel as per the slabs as mentioned in Annexure 4.III. Logical Channel Number (LCN): (“Offer B”) shall mean that the Offer will be available to the Operator on the basis of LCN as provided in Annexure 5.IV. Packaging: (“Offer C”) shall mean that the Offer will be available to the Operator on the basis of their packaging of channels as provided in Annexure 6. |

| | |
|------------------------------|---|
| | <p>*In compliance of the regulations and their recent amendments, the proposed Offers are non-discriminatory.</p> |
| <u>3. Reporting</u> | <p>I. In order to be eligible for the Offers, the Operator shall in due compliance with the Regulations and the terms detailed in the Primary Agreement, provide the Broadcaster the following reports:</p> <ul style="list-style-type: none"> ✓ particulars of all subscribers serviced by the Operator with respect to the Channels of the Broadcaster ✓ particulars of LCN; ✓ particulars of the packaging of channels by the Operator. <p>II. The OPERATOR shall provide the Broadcaster with the Reports, as applicable in the Primary Agreement, within 7 (seven) calendar days of end of each month.</p> <p>III. Submission of Reports as per the terms of this Clause shall constitute material obligation on part of the Operator. Non-submission of such Reports shall amount to material breach of the Schedule, which shall entitle the Company to terminate the Primary Agreement.</p> <p>*The above stated reports are to be submitted in accordance with the Primary Agreement.</p> |
| <u>4. Audit</u> | <p>The Broadcaster shall during the Audit referred to in the Primary Agreement, be entitled to access the Records, SMS, CAS and related systems of the Operator in order to determine the correctness of the Reports submitted to the Broadcaster. In the event an audit or inspection by Broadcaster's authorized representative(s) reveals that the Operator has under-reported or has misrepresented any information contained in the Reports or any item having a bearing on the computation of availing the Offer and the License Fee payable by the Operator, the Broadcaster shall provide the Operator with written notice setting out the amount of such additional fee/ fine in the manner set out in the RIO immediately payable by the Operator.</p> |
| <u>5. License Fee</u> | <p>For the purpose of calculation of the monthly License Fee the same shall be net of the Monthly Fee as set out in Clause 8 of the Primary Agreement minus the deduction basis the Offer availed (subject to applicable taxes) in furtherance to the Eligibility condition as set out herein in Clause 1.</p> |
| <u>6. Termination</u> | <p>I. The Eligibility conditions shall stand automatically terminated and shall cease to have effect immediately upon Cessation of the Primary Agreement.</p> <p>II. This Schedule shall stand automatically terminated and shall cease to have effect forthwith, if any of the Eligibility Conditions set out in Clause 1 are not met or not complied with by the Operator at any time during the Term.</p> |

| | |
|---------------------------------------|--|
| | <p>III. Upon such Termination as mentioned in 6.2, the Primary Agreement shall continue in full force and effect and shall continue to be binding upon the Broadcaster and the Operator.</p> |
| <p><u>7. Miscellaneous</u></p> | <p>Until the Termination of the Schedule in accordance with the terms hereof:</p> <p>I. The Schedule shall form an integral part of the Primary Agreement and shall be read along with it. All references in the Primary Agreement to “this Agreement” shall include the reference to the Schedule, wherever the context so requires. Further, reference to the Primary Agreement in any other documents shall include reference to the Agreement as amended by the Schedule.</p> <p>II. The Schedule shall modify the Primary Agreement and the understanding set out in the Primary Agreement, as applicable, only to the limited extent set out herein. Except as specifically and expressly amended by the Schedule, all other provisions of the Primary Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.</p> <p>III. Save and except for the aforesaid all other terms and conditions of the Primary Agreement shall remain unaltered and in force. In the event of conflict between the terms of the Schedule and the provisions of the Primary Agreement, the provisions of the Schedule shall prevail in relation to the matters set out herein.</p> <p>IV. The Primary Agreement and the Schedule collectively contain the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, writings, understandings or communications in this connection. The Parties agree that the terms contained herein are fair, reasonable and non-discriminatory. The Primary Agreement and the Schedule shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable force of Law.</p> <p>V. The Broadcaster reserves the right to modify, alter, amend or completely withdraw the Offers availed by the Operator by giving a written notice of 21 days.</p> |

ANNEXURE 1

DEFINITIONS

1. **"Schedule"** shall mean and signify an extension to the Primary Agreement between the Broadcaster and the Operator for the purposes as set out in the Schedule.
2. **"Primary Agreement"** shall mean the Reference Interconnect Offer entered into between the Broadcaster and the Operator
3. **"Bouquet"** shall mean a combination of channels offered by the Broadcaster to the Operator.
4. **"Offers"** shall mean all offerings that an Operator may avail if it is able to meet the Eligibility criteria as set out in this agreement
5. **"Eligibility Criteria"** shall mean as detailed in Clause 1 of the Schedule.

ANNEXURE 2

UNDERTAKING FOR THE PURPOSE OF AVAILING OF OFFERS

Date: __, 2018

To,

ABP NEWS NETWORK PRIVATE LIMITED
ABP News Network Private Limited

Facsimile: _____

Email: _____

Attn.: _____

Dear Sir,

Sub: Selection of Offers

1. We refer to the Reference Interconnect Offer agreement entered into between the Broadcaster and Operator for the period between the Broadcaster and the Operator ("**Schedule**").
2. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms under the Schedule.
3. Pursuant to Clause 1 of the Schedule, we hereby confirm to the Broadcaster that we fulfill the Eligibility conditions as set out in the Schedule and will comply with each of the conditions under the specific Option selected above.
4. We hereby further confirm to the Company that we shall during the Term comply with the Eligibility Conditions set out of the Schedule.

Yours sincerely,

For [OPERATOR]

Name:

Title:

Authorized Signatory

OPERATOR Seal

ANNEXURE 3

CHANNEL BOUQUET

1. The Broadcaster shall make available to the Operator the Channels in the Bouquet with fixed channel combination, as set out in the Annexure.
2. The Bouquet Channel rates are in accordance Regulatory mechanism and applicable law.
3. The Operator shall be considered eligible for the Offers as set out in Annexures 3, 4, 5 and 6 only in the event that it makes available to the following Bouquet.
4. The Operator shall ensure that during the Term, the Channels will be made available and carried throughout to its existing subscribers as on the date of execution of the Schedule, as well as to its new subscribers as per the terms of this Schedule.

The Bouquet on offer is as follows:

| ANN - 1 | |
|------------|------|
| ABP Ananda | 8.50 |
| ABP Majha | |

Note:

- The present RIO is without any prejudice to our rights and contentions, in any pending adjudication before the Hon'ble Supreme Court or any other competent legal forum initiated by any other Broadcasters or entities;
- The Package and a-la-carte Rates are per "Subscriber" per month;
- The Rate is subject to increase as maybe specified/notified by the TRAI under the existing regulatory regime from time to time;

***The Rates mentioned are excluding taxes and levies imposed by local and/or the Central Government including but not limited to GST.**

ANNEXURE 4

OFFER A

PENETRATION THRESHOLD

The Offer shall be available to the Operator on the Channels, based on the table set out below:

| Sl. No. | Channels | Penetration Threshold | Maximum Offer |
|----------------|------------------------|--|----------------------|
| 1 | ABP Ananda & ABP Majha | >=95% penetration for each of the channels | 30% |
| 2 | ABP Ananda | >=95% penetration | 25% |
| 3 | ABP Majha | >=95% penetration | 25% |

ANNEXURE 5

OFFER B

LOGICAL CHANNEL NUMBER

The Operator shall make available the Channels in the manner as set out below:

| Sl. No. | Channels | LCN Discounts | Maximum Offer |
|----------------|------------------------|----------------------|----------------------|
| 1 | ABP Ananda & ABP Majha | Desired LCN Provided | 25% |
| 2 | ABP Ananda | Desired LCN Provided | 20% |
| 3 | ABP Majha | Desired LCN Provided | 20% |

ANNEXURE 6

OFFER C

OFFER ON PACKAGING

The Operator shall be entitled to the Packaging Base Offer based on the Network as detailed in the table below:

| Sl. No. | Channels | Packaging | Maximum Offer |
|----------------|------------------------|---|----------------------|
| 1 | ABP Ananda & ABP Majha | In all pay packages(Including any Bengali and Marathi Regional Language Packages) | 25% |
| 2 | ABP Ananda | In all pay packages(Including any Bengali Regional Language Packages) | 20% |
| 3 | ABP Majha | In all pay packages(Including any Marathi Regional Language Packages) | 20% |