

REFERENCE INTERCONNECT OFFER TO DTH OPERATORS

This Reference Interconnect Agreement is executed on this ____ day of ____, 2007 by and between

M/s New Delhi Television Limited, a company incorporated under the Companies Act, 1956, having its registered office at **[Address of the registered office]** (hereinafter referred to as **“Distributor”** which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

[Name of the DTH operator], a company incorporated under the Companies Act, 1956, having its registered office at **[Address of the registered office]** (hereinafter referred to as **“DTH Service Provider”** which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**;

The Distributor and the DTH Service Provider are hereinafter individually and collectively referred to as **“Party”** and **“Parties”**, respectively.

WHEREAS:

- (a) The Distributor is engaged in the business of providing broadcasting service through distributors of television channels including DTH Operators. The Distributor has sole and exclusive marketing and distribution rights of the television channels in different genres, in particular the television channel specified in **Annexure A** throughout the Territory of India
- (b) The DTH Service Provider is engaged in the business of carriage or distribution of television channels to the Subscribers directly through DTH Distribution System
- (c) The DTH Service Provider has approached the Distributor representing that the DTH Service Provider has obtained and maintained all required licenses, permissions and approvals to carry and distribute television channels of the Distributor to the Subscribers directly in the Territory
- (d) The DTH Service Provider is desirous of distributing television channels of the Distributor through DTH Distribution System and has requested the Distributor for the grant of the non-exclusive license to distribute, package and market the television channels of the Distributor as specified in **Annexure A** and the Distributor has agreed for the same subject to the terms and conditions set out herein in this agreement

NOW THEREFORE, in compliance with the the Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation 2007 dated September 3, 2007 notified by TRAI, the Distributor hereby offers the following term and conditions as its Reference Interconnection Offer (**“RIO”**) to the DTH Service Provider subject to which the DTH Service Provider shall distribute the Subscribed Channel(s) on its DTH Distribution System within the Territory

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

CLAUSE 1: DEFINITIONS AND INTERPRETATIONS

1.1 In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

“Agreement” means this agreement and all its Annexures and schedules attached hereto, as amended from time to time

“Applicable Laws” includes all applicable statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, and orders of any government, statutory authority, tribunal, court in the Territory including without limitation (a) the DTH Guidelines; (b) the DTH License; (c) any rules, directions, regulations, guidelines, and code of conduct of Ministry of Information and Broadcasting and the Telecom Regulatory Authority of India

“Associates” means: (i) in the case of a person other than a natural person, any other person that, either directly or indirectly through one or more intermediate person(s), controls, is controlled by, or is under common control with such person, and (ii) in the case of a person that is a natural person, any other person that, either directly or indirectly through one or more intermediate person(s), controls, is controlled by or is a relative of such natural person. For the purposes of this definition, "control" means the power to direct the management or policies of a person, whether through the ownership of over 50% of the voting power of such person, through the power to appoint over half of the members of the board of directors or similar governing body of such person or by virtue of the articles or other constitutional document of such person or otherwise, or through contractual arrangements or otherwise

“BIS” means the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986

“Bouquet” means a combination of more than one television channels and/ or selling of a combination of channels together as a package

“Channel Marks” means the trade names, trademarks, logos and service marks used by the Distributor or its affiliates from time to time in connection with the Subscribed Channel(s), including without limitation the trade names, marks or logo specified by the Distributor or otherwise notified in writing by the Distributor from time to time

“Conditional Access” means control mechanism, data structures and commands that scramble and encrypts signals in order to provide selective access and denial of specific channels, data, information or services to authorized subscribers

“Confidential Information” means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Associates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the parties, (b) any material/ information, which results in the violation of any conditions imposed by the Distributor or its programme suppliers and disclosed to the DTH Service Provider by the Distributor for the purposes of this Agreement, including any information of any kind whatsoever which is made known to the DTH Service Provider as being confidential in nature and vice versa (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information

“DTH Distribution System” means the distribution system for video and other programming services whereby the programming satellite signal or feed is received from a Distributor by a DTH Service Provider turn around earth –station facility which compresses and encrypts the signal or feed and then uplinks it at a DTH Service Provider transponder onto a DTH Satellite for transmission and then is ultimately received and decoded by Subscribers through a device authorized by a DTH Service Provider

“DTH Guidelines” means the guidelines in force issued by the governmental authority for DTH broadcasting services or such other rules, regulation, direction/clarification applicable to DTH Service Provider, as amended, modified or re-issued from time to time

“DTH License” means the license obtained by DTH Service Provider from the Government of India pursuant to the DTH Guidelines for providing DTH broadcasting services in India, as amended or modified from time to time

“DTH Satellite” means a DTH communication satellite used in the distribution of programming via the DTH Distribution System

“DTH Service Provider Marks” means the trade names, trademarks, logos and service marks used by the DTH Service Provider or its affiliates from time to time, including without limitation the trade names, marks or logo specified by the DTH Service Provider or otherwise notified in writing by the DTH Service Provider from time to time

“Effective Date” means date on which the last party has signed this Agreement

“Electronic Programme Guide” or **“EPG”** means an electronic program guide maintained by the DTH Service Provider that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programs

“Equipment” means and includes the IRDs and the Viewing Card(s), collectively referred to as Equipment

“Fingerprinting” means a process whereby code words/numbers are made overtly to appear on the screen of a television and / or covertly in the signal of a Subscribed Channel(s) that enables identification of the Viewing Card being used to access the signal

“Integrated Receiver Decoder” or **“IRD”** means a device, decoder, receiver cum decoder used in conjunction with a Viewing Card by the DTH Service Provider in order to receive a television channel

“Intellectual Property Rights” or **“IPR”** means all copyright and other intellectual property and related rights (whether registered or unregistered), howsoever arising and in whatever media, including patent rights, trade and service marks, know-how, database rights, broadcast right, moral rights, rights in trade names, logos, domain names, rights in reputation and design rights and any application for the protection or registration of these rights and all renewals and extensions thereof

“Start Date” means _____ or the date, on which the DTH Service Provider commences to commercially offer the Subscribed Channel(s) through its DTH Distribution System in the Territory, whichever is later.

“Material Breach” includes but is not limited to any of the following breaches of the terms and conditions of this Agreement by the DTH Service Provider (i) non payment or part payment of the Subscription Amount which is due and payable; (ii) breach of representations and warranty by either Party; (iii) tampering with Equipment or Subscriber Management System (SMS) or records and failure to provide records despite the procedure of making such requests have been followed; and (iv) Change of location of IRDs/ Viewing Cards by the DTH Service Provider without consent of the Distributor

“Person” means and includes without limitation whatsoever, any natural person, firm, company, governmental authority, association or other entity of whatever nature (whether or not having a separate legal personality)

“Promotional Material” means such material, information, merchandise, etc. made by the Distributor, or by DTH Service Provider for the purpose of promoting the Subscribed Channel(s)/ programmes of the Subscribed Channel(s), and shall without limitation include flyers, banners, hoardings, stickers, handouts, etc

“Smart Card” means, in relation to a Subscriber, a card or other device either issued by the DTH Service Provider to that Subscriber, when enabled by a Conditional Access system or embedded in the STB, has the functionality of enabling such Subscriber’s STB to receive the Subscribed Channel(s) distributed by the DTH Service Provider

“Set Top Box” or “STB” means a device, which is connected to, or is part of a television and which allows a Subscriber to receive, decode and access the Subscribed Channel(s) distributed by the DTH Service Provider via the DTH Distribution System

“Subscriber Channel(s)” means the television pay channels as specified in **Annexure A**, whether forming a part of a bouquet or not

“Subscribers” means a Person, entities authorized by the DTH Service Provider to receive Subscribed Channel(s) through its DTH Distribution System, at a place indicated to the DTH Service Provider, without further transmitting it to any other Person. Such subscribers are the ordinary subscribers and commercial subscribers as defined by TRAI in its interconnection regulations and tariff order and excludes hotels with a rating of a three star or above, heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism) and any other hotel, motel, inn and such other commercial establishment, providing boarding and lodging and having 50 or more rooms. For the purpose of the definition every television set connected to a STB located in flats, apartments, or other dwelling units located in single unit or multi-unit buildings or a place indicated for receiving the Subscribed Channel(s) from the DTH Service Provider shall be counted as one subscriber

“Subscriber Management System” or “SMS” means a system or device which stores the subscriber records and details with respect to name, address etc as well as information regarding the hardware being utilized by the subscriber, channels /bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation / deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid by the subscriber for each billing period

“Subscription Amount” means the fee payable by the DTH Service Provider to the Distributor every month in respect of any particular Subscribed Channel(s) or in respect of any particular subscribed

bouquet of channels as specified in Annexure A. The Subscription Amount shall start from the Start Date

“Term” means the term of this Agreement as specified in clause 2.3

“Territory” means the territory of India

“Viewing Card” means the Distributor-approved viewing card to be used in conjunction with the IRD for the DTH Service Provider to access and decode each Subscribed Channel(s)

1.2 Interpretations

In this Agreement, unless the context otherwise requires:

- (i) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires
- (ii) Any references to, clauses, sub-clauses, annexure and schedules are references to, clauses, sub-clauses, annexure and schedules to the Agreement unless the context otherwise expressly provides
- (iv) Headings and titles are for ease of reference only and shall not affect the interpretation of this Agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this Agreement done otherwise independent of the title
- (v) Any reference to law, regulation, statutory provision, order, guideline, policy, etc, includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time

CLAUSE 2: SCOPE OF SERVICE, DISTRIBUTION RIGHTS AND THE TERM

2.1 Scope of the service

The Parties agree that this Agreement specify the terms and conditions and the rights and obligations between the Parties relating to distribution of Subscribed Channel(s) of the Distributor, as specified in Annexure A, by the DTH Service Provider on its DTH Distribution System directly to the Subscriber within the Territory

2.2 Distribution Rights to DTH Service Provider

2.2.1 Subject to the compliance of the obligations by the DTH Service Provider as specified in this Agreement, and in consideration of, and conditional on, the payment by the DTH Service of the Subscription Amount, due and payable to the Distributor in terms of this Agreement, the Distributor hereby grants to the DTH Service Provider, a non-exclusive right to

- (i) Distribute, package and market each Subscribed Channel(s) directly to the Subscribers through its DTH Distribution System within the Territory during the Term of this Agreement.

For avoidance of doubt it is clarified that the right relating to the distribution of Subscribed Channel(s) is limited to television and not other reception device of television channels;

(ii) Include the Subscribed Channel(s) and the applicable EPG data in the DTH Service Provider's EPG in accordance with the terms of this Agreement; and

(iii) Use the Channel Marks as per the terms of this Agreement

2.2.2 The rights given to the DTH Service Provider in clause 2.2.1 are limited to Subscribers having an addressable STB, in relation to whom the DTH Service Provider compulsorily maintains the complete detailed data and transaction records in its Subscriber Management System ("SMS"). Except by DTH Distribution System, this Agreement grants no right to the DTH Service Provider to distribute or transmit the Subscribed Channel(s) by any other mode of transmission to its Subscriber. Further, the DTH Service Provider shall not distribute the Subscribed Channel (s) to any other third party except to its Subscribers directly

2.2.3 It is expressly agreed between the Parties that the DTH Service Provider rights under clause 2.2.1 shall be conditional upon the performance by the DTH Service Provider of all its obligations arising under this Agreement and solely on the basis of and in reliance upon the representation, warranties and declaration made by the DTH Service Provider

2.3 Term

2.3.1 The initial term of this Agreement shall begin from the Start Date set forth in **Annexure B** till immediately following December 31, unless terminated earlier in accordance with the provision of this Agreement ("Term"). Thereafter this Agreement shall be extended on mutually agreed terms and conditions for successive years starting on January 1 and ending on December 31 of the following year, unless terminated earlier in accordance with this Agreement ("Renewal Term").

2.3.2 In the event, the Parties intend to extend the Agreement beyond the Term, the Parties agree to initiate steps for the renewal of the Agreement three (3) months prior to the expiry of the Term of this Agreement. The DTH Service Provider shall inform the Subscribers through appropriate means of the intention to carry out the negotiations and consequences to the Subscribers if negotiation fails to succeed

2.3.3 In the event, the Parties decide to extend the Term of this Agreement and such decision could not be made before the expiry of the Term of this Agreement and the services have continued even after the expiry of the said Term. The Parties agree that for the Renewal Term, the DTH Service Provider shall pay to the Distributor the Subscription Amount based on the revised agreed terms and conditions from the date of the expiry of the Term.

2.3.4 In the event, the Parties decide not to extend the Term of this Agreement and such decision could not be made before the expiry of the Term of this Agreement and the services have continued even after the expiry of the said Term, the term of this Agreement shall be

deemed to have been extended till the date of such decision. The Parties agree that for such extended period, the DTH Service Provider shall pay to the Distributor the Subscription Amount till the last date of such extended period on the pro-rate basis of the agreed rate

CLAUSE 3: COMMERCIAL TERMS

3.1 Subscription Amount

- 3.1.1 The DTH Service Provider shall pay to the Distributor the Subscription Amount every month as specified in **Annexure A** and within the time period stated in clause 3.1.3 of this Agreement. The Payment of Subscription Amount by the DTH Service Provider to the Distributor is not conditional or dependent on invoicing to or payment by the Subscribers to DTH Service Provider or other concessions given by the DTH Service Provider to its Subscribers
- 3.1.2 The Distributor shall have the right to vary the rate of the Subscribed Channel(s) after giving notice of not less than one month to the DTH Service Provider and in compliance with Applicable Law in force. In such an event, the Subscription Amount payable by the DTH Service Provider to the Distributor shall also vary accordingly. Upon such revision, the DTH Service Provider agrees and undertakes to pay the revised Subscription Amount pro rata from the effective date of such revision
- 3.1.3 The Distributor shall issue monthly invoice to the DTH Service Provider of the preceding month by 7th of the following month. The monthly invoices shall clearly specify the arrears and current dues along with the date for payment of the same
- 3.1.4 The DTH Service Provider shall pay the Subscription Amount along with any other payments due to the Distributor within Due Date from the close of the relevant month. For this purpose the Due Date shall be twenty one (21) days from the date of the issue of invoices 3.1.5 In the event of default in the payment of the Subscription Amount or any other payment due to the Distributor, the DTH Service Provider shall pay simple interest at the rate of 15% per annum on such amount from the Due Date till the date of payment
- 3.1.6 The DTH Service Provider shall pay the Subscription Amount or any other payments in terms of this Agreement by demand draft, banker's cheque or pay order in compliance with the written payment instruction of the Distributor from time to time
- 3.1.7 The Parties agree that the entire advertising revenue for the Subscribed Channel(s) shall remain with the Distributor and DTH Service Provider shall have no claim on such revenue.
- 3.1.8 The Parties agree that the Distributor shall not pay to the DTH Service Provider for any expenses incurred by DTH Service Provider including expenses incurred for EPG, etc
- 3.1.9 The Parties agree that any discounts, special schemes, free periods etc as offered by the DTH Service Provider to its Subscribers shall be at the cost and responsibility of the DTH Service Provider. No burden of such discounts or other promotional schemes shall be passed on to the Distributor

- 3.1.10 The DTH Service Provider shall be liable for all reasonable legal costs and expenses incurred by the Distributor in collecting any past due amount

3.2 Charges for equipments including Integrated Receiver Decoder/Viewing Card

- 3.2.1 The Distributor shall at the request of the DTH Service Provider supply or cause to supply the IRDs and the Viewing Cards, on payment of the following charges:

- (a) **IRD Deposit & Processing Fees:** Immediately upon execution of the Agreement the DTH Service Provider shall pay such sums towards the processing fees per IRD (“**Processing Fees**”) and interest free refundable deposit per IRD (“**IRD Deposit**”), as required by the Distributor and specified in **Annexure B**. The Processing Fees and IRD Deposit are hereinafter collectively referred to as IRD Charges
- (b) **Viewing Cards Deposits & Processing Fees:** Immediately upon execution of the Agreement the DTH Service Provider shall pay such sums towards the processing fees per Viewing Card (“**Processing Fees**”) and interest free refundable deposit per Viewing Card (“**Viewing Card Deposit**”), as required by the Distributor and specified in **Annexure B**. The Processing Fees and Viewing Card Deposit are hereinafter collectively referred to as Viewing Card Charges
- (c) **Other Charges/ Taxes:** The DTH Service Provider shall pay courier charges, transportation charges, and all applicable taxes / levies, if any, for the IRD and Viewing Cards on actual.

- 3.2.2 The Distributor reserves its right to revise the IRD Charges and Viewing Card Charges from time to time by prior intimation to the DTH Service Provider. Upon such revision, the DTH Service Provider agrees to pay the revised IRD Charges and Viewing Card Charges from the effective date of such revision

- 3.2.3 In the event of a breach of any of the terms and conditions of the Agreement, the IRD Deposit and Viewing Card Deposit shall be forfeited. The Distributor shall have the right to adjust any amounts due from the DTH Service Provider under the Agreement against the IRD Deposit and the Viewing Card Deposit and the DTH Service Provider shall be obliged to replenish the IRD Deposit and Viewing Card Deposit by such amount as adjusted by the Distributor. This right shall be in addition to any other rights that the Distributor has under the Agreement

CLAUSE 4: TAXES

- 4.1 The DTH Service Provider shall be liable for payment of all taxes, levies, charges imposed by or under a statute, law, regulations, relating to the services of the Subscribed Channel(s)
- 4.2 The Subscription Amount payable by the DTH Service Provider to the Distributor shall be exclusive of all government taxes, levies, cess, duties including service tax, education cess, etc., save and except the withholding as provided under the Income Tax Act, 1961. The Subscription Amount shall accordingly be increased to the extent of such government taxes, levies, cess, etc

- 4.3 In the event the DTH Service Provider is required under the Income Tax Act, 1961 to withhold or deduct tax or other duties or levies that are required by law to be made from a payment due under the Agreement (including without limitation, the Subscription Amount), all of the following conditions shall apply:
- (i) The DTH Service Provider shall, promptly upon becoming aware that it is required to make any withholding or deduction (or that there is any change in the rate or the basis of a withholding or deduction), notify Distributor accordingly;
 - (ii) The DTH Service Provider shall deliver to Distributor, receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any such withholding or deduction and the DTH Service Provider shall co-operate in completing any requirements necessary to obtain authorization to make that payment without any withholding or deduction

CLAUSE 5: DELIVERY

- 5.1 The Distributor shall be responsible for delivery, at its own cost, the Subscribed Channel(s) to the DTH Service Provider's uplink facility in [**Address of the up linking facility of the DTH Service Provider**] (the "**Up linking Facility**") by means of satellite delivery and in accordance with the terms and conditions of this Agreement. The Parties may mutually agree to provide the Subscribed Channel(s) to the Up linking via an alternative method of delivery (e.g. fibre) that provides the same benefit as satellite delivery
- 5.2 Without prejudice to the other obligations of the DTH Service Provider in terms of this Agreement, the DTH Service Provider shall take the following steps as set out herein under:
- (i) The DTH Service Provider shall on receiving the encrypted signals as prescribed by the Distributor shall decode the same using an IRD supplied or caused to be supplied by the Distributor and Viewing Card supplied by the Distributor only
 - (ii) After receiving the signals and decoding the same, the DTH Service Provider shall re-encrypt the signals through its DTH Distribution System and re-transmit the encoded signals to its Subscribers who have installed STBs and whose names and complete details are properly entered in the SMS, as per their choice/ request for individual channels on an a-la-carte basis or number of channels of the different bouquets on offer as opted by the Subscriber
- 5.3 The following conditions are a pre requisite for the execution of the present Agreement and the DTH Service Provider shall comply with the same during the Term of this Agreement:-
- 5.3.1 The DTH Service Provider shall install SMS and activation/deactivation is processed through such SMS. The SMS system should be as per the standard prescribed by BIS. The reports generated by SMS should be in a pre-defined read only format such as a suitable PDF format, which cannot be edited
 - 5.3.2 The DTH Service Provider's operating system should be able to handle individual channels, packages, tiers, discounts, free offers, promotional offers

- 5.3.3 The SMS of DTH Service Provider must have the capability of recording activation/deactivation history with respect to each addressable device (IRD/VC) and each service for every activation and deactivation in the system for a minimum period of one (1) year
- 5.3.4 The DTH Service Provider shall provide the Subscribed Channel(s) of the Distributor to the Subscribers only through SMS and no service shall be provided without recording, authorization, billing and accounting through the said system

CLAUSE 6: EQUIPMENTS

- 6.1 The Distributor shall, at the request of the DTH Service Provider supply or cause to be supplied the Equipment to the DTH Service Provider that will enable the DTH Service Provider to down link the Subscribed Channel(s) at the Up linking Facility from the Distributor Satellite transponder

- 6.2 The Distributor shall provide one IRD per channel and requisite Viewing Cards upon the following terms and conditions:-

6.3.1 IRDs

- (i) The IRD shall be used by the DTH Service Provider exclusively for distribution of the Subscribed Channel(s) for which it is issued and shall at all times remain the sole and exclusive property of the Distributor and the DTH Service Provider shall forthwith return the same to the Distributor upon expiry or termination of the Agreement as per the provisions and procedure laid down in this Agreement
- (ii) In the event, that the DTH Service Provider ceases to carry on the business, the DTH Service Provider shall take steps to forthwith return the IRD to the Distributor within 10 days
- (iii) The DTH Service Provider shall not, under any circumstances, reverse engineer, decompile or disassemble the IRD Box or reproduce or allow its reproduction or the technology included in it. The DTH Service Provider will ensure that the IRD is not tampered with in any way. For avoidance of doubt, it is clarified that any defect in the IRD(s) attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Distributor's instructions or any use of the IRD(s) with any apparatus or equipment not authorized by the Distributor shall be deemed to be actions attributable to the DTH Service Provider

6.3.2 VIEWING CARDS

- (i) The Viewing Card(s) supplied by the Distributor shall at all times remain the sole and exclusive property of the Distributor and the Distributor shall forthwith deactivate the same upon expiry or termination of the Agreement as per the provisions and procedure laid down in this Agreement. In case of the expiry or termination of this Agreement, the DTH Service Provider shall forthwith return the Viewing Cards to the Distributor
- (ii) The DTH Service Provider shall use the Viewing Card(s) only in terms of the Agreement and at the installation address mentioned in clause 5.1 of this Agreement. The DTH Service Provider

shall not make any unauthorized use or tamper with the Viewing Card(s) in any manner whatsoever. However, in the event the DTH Service Provider desires to move the Viewing Card(s) to some other address, the DTH Service Provider shall obtain prior written permission from the Distributor and such permission shall not be unduly delayed or refused by the Distributor. The DTH Service Provider shall not sell, exchange or transfer the Viewing Card(s) in any manner whatsoever. If, upon any investigation or inspection, it is found that any Viewing Card(s) is being mis-utilised, mishandled or used in any manner, other than what has been specifically provided for under this Agreement, then, the DTH Service Provider shall be liable to compensate the Distributor for any loss or damages caused to the Distributor by such mis-utilisation or mis-handling or un prescribed use. In any such event the Distributor shall also be entitled to immediately take back possession of the Viewing Card(s) and also to initiate appropriate civil/ criminal proceedings in respect of such unauthorized use in addition to any other action that it deems appropriate under the law

- (iii) The Distributor shall not be liable for any defect in the Viewing Card(s) that is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the DTH Service Provider or any other person. In the event, the Viewing Card(s) is lost, stolen or damaged, the DTH Service Provider shall immediately inform the Distributor. In the event, the DTH Service Provider desires new Viewing Card(s) for any channel forming part of the Subscribed Channel(s), the same may be issued at the discretion of Distributor on payment of such charges as may be specified by the Distributor from time to time. In the event of deactivation of the Viewing Card(s) for any reason whatsoever, including non-payment of Subscription Amount, the DTH Service Provider shall be liable to pay to the Distributor such charges as may be determined by the Distributor from time to time for re-activation of the Viewing Card(s). In the event, any of the Viewing Card(s) is not in use by the DTH Service Provider, the same shall be returned to the Distributor immediately
- 6.4 In order to recover possession of the Equipment from the DTH Service Provider or inspect such Equipment, the DTH Service Provider shall ensure that the authorized personnel of the Distributor are allowed free and unobstructed access to the premises of the DTH Service Provider where the Equipment are installed for inspection or taking possession of the same. The DTH Service Provider shall not interfere with such procedure provided that such authorized personnel of the Distributor visit the premises for the purposes of inspection or taking the possession of the Equipment during normal office hours and after giving two hours of prior notice

CLAUSE 7: RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1 Distributor's Rights and Obligations

- 7.1.1 Without prejudice to other provisions of this Agreement, the Distributor reserves the following rights including but not limited to (i) to permit or allow distribution, packaging and marketing of the Subscribed Channel(s) through any other DTH operator or by other mode of distribution as per the terms and conditions as mutually agreed; (ii) to discontinue any or all Subscribed Channel(s) at the sole discretion of the Distributor subject to and in compliance with the Applicable Law, if any
- 7.1.2 If the Subscription Amount, or any other amounts payable to the Distributor, as specified in this Agreement is not paid by the DTH Service Provider on Due Date, the Distributor in addition to other rights and remedies specified in this Agreement, may take all or any of the

following actions without prejudice to any other rights but subject to Applicable Law including issuance of prescribed notice stipulated in the interconnection regulation by Telecom Regulatory Authority of India

- (i) De-authorize the reception of Subscribed Channel(s) by the DTH Service Provider
- (ii) Immediately take back possession of the IRD(s) and/or Viewing Cards belonging to the Distributor
- (iii) Intimate subscribers of such non-receipt of amount due and payable and consequences thereof on the Subscribers

7.1.3 The Distributor shall obtain and maintain necessary approvals and permission as may be required under the Applicable Laws.

7.2 DTH Service Provider's Rights and Obligations

7.2.1 The DTH Service Provider agrees that it shall not make his Subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving the Subscribed Channel(s)

7.2.2 The DTH Service Provider will not distribute, package or market the Subscribed Channel(s) to Subscribers out of the Territory without the prior written permission of the Distributor

7.2.3 In the event of an increase or decrease in the number of the Subscribed Channel(s) subscribed by the Subscribers, it is obligatory on the part of the DTH Service Provider to include, delete, increase or decrease the same, as the case may be in the SMS and intimate the same to the Distributor at the time of payment of Subscription Amount for the respective month according to the terms of this Agreement.

7.2.4 The DTH Service Provider shall ensure that the service of the Subscribed Channel(s) shall only be activated through STBs which meets the specifications prescribed by BIS. In the event such STBs fail to meet the specifications prescribed by BIS, the Distributor shall be entitled to de-activate the service relating to Subscribed Channel(s). The DTH Service Provider shall give a certificate to the Distributor that an internal procedure for verification is in place and that the same has been followed in respect of each Subscriber

7.2.5 The DTH Service Provider shall at its own cost and expense cause the Subscribed Channel(s) to be received only from the designated satellite(s) as intimated to the Distributor from time to time. Except as otherwise specified herein, the DTH Service Provider shall distribute the Subscribed Channel(s) in the form as delivered by the Distributor, in its entirety, including (i) using the same original audio and visual signals and sound tracks (including any stereo tracks); and (ii) in the order and at the time transmitted by the Distributor without any editing, delays, alterations, interruptions, deletions or additions. The Distributor acknowledges that the DTH Distribution system requires and applies digital compression and encryption processes prior to transmission and decryption and decompression process upon

receipt and agrees that such processing does not constitute an alteration or modification of the Subscribed Channel(s)

7.2.6 The DTH Service Provider shall not, without the Distributor's prior written consent:

- (i) Distribute or exhibit or authorize, license or permit the distribution or exhibition of the Subscribed Channel(s) by any such medium or devices, now known, or hereafter devised throughout the Territory other than in accordance with the terms of the Agreement. The DTH Service Provider shall not, without Distributor's prior written permission, distribute the Subscribed Channel(s) via any distribution system or medium other than the DTH Distribution System;
- (ii) Copy any of the programmes, data or content included on the Subscribed Channel(s) for the purpose of distributing them later, or for any other reason, except as may be required by any Applicable Laws within the Territory provided that the DTH Service Provider promptly notifies the Distributor before making any copy;
- (iii) Cut, edit, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Subscribed Channel(s) except as may be required by any Applicable Laws within the Territory provided that the DTH Service Provider promptly notifies the Distributor;
- (iv) Incorporate any Subscribed Channel(s) or the programmes, data or content therein as part of any free TV, Interactive TV, Internet Protocol TV (IPTV), Pay Per View (PPV), Video On Demand (VOD) or Near Video On Demand (NVOD) services or On-line Services, or otherwise exhibit or cause the exhibition of any stills, extracts or data from any Subscribed Channel(s) or the programmes therein via the Internet or any other local or area wide computer network or mobile telephone or handheld device;
- (v) Reformat any Subscribed Channel(s) so that it appears on less than the full screen of a television or add or super-impose any data, crawlers, buttons or other items to any Subscribed Channel(s);
- (vi) Superimpose or otherwise add any third party or non-Distributor advertising, promotions, programmes, data, content, copyright, trademarks, trade names, logos, names and / or licenses on any Subscribed Channel(s), Channel Mark or Distributor Promotional Materials;

7.2.7 The DTH Service Provider shall use its best endeavour within all its means and control to maintain a high quality of signal transmission for the Subscribed Channel(s). The DTH Service Provider further agrees and undertakes that it shall cause continuous distribution of the Subscribed Channel(s) to all its Subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever, subject however to such continuous and high quality of service being provided by Distributor

7.2.8 The DTH Service Provider shall ensure that the DTH Distribution System is maintained on a standard capable of delivering as per Bureau of Indian Standards Act, 1986 ("BIS") specifications broadcast quality signals to Subscribers, and that the Subscribed Channel(s) are distributed to Subscribers at such broadcast quality level, which in any event should be no less favourable than the quality of signal delivered by the DTH Service Provider to its Subscribers for any other channel

- 7.2.9 The DTH Service Provider shall comply with all laws and regulations affecting its marketing, sale and distribution of the Subscribed Channel(s) in connection with its performance under the Agreement including, without limitation, (i) obtaining and maintaining all relevant approvals, consents and registrations and (ii) paying all charges, levies and duties imposed on or charged to it under any Applicable Law or regulation or by any government authority
- 7.2.10 The DTH Service Provider shall endeavour to ensure that the Subscribers shall not further distribute the Distributor's services to others whether or not for commercial consideration. It is understood that these obligations would comprise of taking all necessary steps promptly within the control of the DTH Service Provider
- 7.2.11 The DTH Service Provider shall take all necessary actions to prevent any unauthorized access or use of the Subscribed Channel(s)
- 7.2.12 Except required by law, the DTH Service Provider undertakes that it shall not either itself, or through others acting on its instructions, copy, store or otherwise reproduce any part of the Subscribed Channel(s). The DTH Service Provider further undertakes that it shall not copy or store programmes for resale or deal in any copied programmes and shall immediately notify the Distributor of any unauthorised copying, storage or use of any part of the Subscribed Channel(s) and shall fully cooperate with all requests by Distributor to take such steps as are reasonable and appropriate to cause such activities to cease.
- 7.2.13 The DTH Service Provider is obliged and shall endeavour to protect the Distributor's intellectual property rights, preventing piracy of the Distributor's services, disclosing correctly all the information as required by the Distributor, distribution only to persons in the DTH Service Provider's SMS database and operating within the limits of the subscription rights as conferred in terms of this Agreement

CLAUSE 8: ELECTRONIC PROGRAMME GUIDE (EPG)

The DTH Service Provider shall create an electronic programming guide ("EPG") which shall contain the details of programming schedules of each of the channels and for that purpose the Distributor shall provide to the DTH Service Provider the required information in a format that is requested by the DTH Service Provider.

CLAUSE 9: MARKETING OBLIGATIONS

- 9.1 Except as stated in this Agreement, the DTH Service Provider shall take prior written permission from the Distributor before the use of the Promotional Material relating to the Subscribed Channel(s) of the Distributor
- 9.2 The Distributor agrees that no prior written approval shall be required by the DTH Service Provider to use any Distributor's Promotional Material provided to the DTH Service Provider by the Distributor for the purpose of promoting or marketing the Subscribed Channels, provided the such promotional and marketing activities is carried out by the DTH Service Provider in a manner as agreed by the Distributor
- 9.3 The DTH Service Provider, in all its marketing efforts including but not limited to on-air and off-air promotion, would provide the Subscribed Channel(s):

- (i) An equivalent amount of marketing support as it provides to channels of the same genre;
- (ii) Equal treatment in all its material whereby channel logos or names appear with the same size and prominence and page as other channels;
- (iii) Equal opportunity to participate in events/promotions the DTH Service Provider undertakes.

9.4 The DTH Service Provider shall use its best efforts to promote an awareness of the Subscribed Channel(s) among its Subscribers and potential subscribers.

CLAUSE 10: INTELLECTUAL PROPERTY RIGHTS

- 10.1 DTH Service Provider acknowledges that the Distributor or its affiliates owns the Channel Marks and the Distributor acknowledges that the DTH Service Provider owns the DTH Service Provider Marks
- 10.2 Except as specifically provided herein, the DTH Service Provider agrees that it shall not use the Channel Marks and the Distributor agrees that it shall not use the DTH Service Provider Marks without the prior written consent of the Distributor or the DTH Service Provider, as the case may be, which consent shall not be unreasonably withheld or delayed.
- 10.3 The DTH Service Provider shall not use the Channel Marks and the Distributor shall not use the DTH Service Provider Marks in a manner that will adversely affect the goodwill and reputation of other Party products and services.
- 10.4 Subject to the term of this Agreement, the Distributor acknowledges and agrees that the DTH Service Provider shall have the right to use the Channel Marks to promote the Subscribed Channel(s) through programme guide, programme listing, internet website and for the purpose of displaying EPG
- 10.5 Subject to the term of this Agreement, the DTH Service Provider acknowledges and agrees that the Distributor shall have the right to use the DTH Service Provider Marks to promote the Subscribed Channel(s) through its internet website
- 10.6 The DTH Service Provider acknowledges that Distributor shall have the sole discretion to approve the use of Channel Marks by the DTH Service Provider, including with respect to the programmes included in the Subscribed Channel(s). The DTH Service Provider further agrees that by reason of the Agreement, it shall not acquire any proprietary or other rights or interest in the Channel Marks.
- 10.7 Except for use of the Channel Marks or the DTH Service Provider Marks, as the case may be, solely for the purposes permitted in this Agreement, neither Party shall be deemed by virtue of this Agreement to grant the other Party any other rights in respect of its trade names, or trademarks, or logos or goodwill associated with such names or marks or logos
- 10.8 The DTH Service Provider acknowledges that all legal and beneficial interest in any Intellectual Property Rights in the Subscribed Channel(s) (including the Channel Marks) shall be and shall remain the property of the Distributor or its affiliates
- 10.9 The DTH Service Provider shall not acquire and agrees not to take advantage of any legal possibility to acquire any proprietary or other rights or interest in the Channel Marks to

which the Distributor or its principals (the owners or the channel providers of the Subscribed TV Channels) assert proprietary or other rights and further agrees not to use the Channel Marks in any corporate or trade name

- 10.10 The DTH Service Provider agrees that upon discovering or coming to notice of any actual or impending infringement or unauthorised use by or through the Subscribers of the Channel Marks or any other intellectual property rights or ownership rights relating to the Subscribed Channel(s), the DTH Service Provider shall immediately report to Distributor with full details

CLAUSE 11: SUBSCRIBER REPORTS

- 11.1 The DTH Service Provider shall prepare and provide to the Distributor complete and accurate monthly reports (the “**Subscriber Report**”) for the Subscribed Channel(s) within five (5) days after the end of each month detailing:
- (i) Total number of subscribers and the Subscribed Channel(s) on the first day and the last day of the month subscribed to;
 - (ii) Prices charged for the tiers that include Subscribed Channel(s);
 - (iii) Details of tiers that include Subscribed Channel(s) offered to the Subscribers (details such as channels in each tier and number of the subscribers subscribing to each tier);
 - (iv) Such other information as Distributor may require for determining the Subscription Amounts. Upon Distributor’s written request, the DTH Service Provider shall provide number of subscribers by category, tier, location, that Distributor may require with prior intimation and sufficient notice to the DTH Service Provider
- 11.2 DTH Service Provider shall obtain and provide to Distributor regularly updated piracy reports at least once every quarter. The DTH Service Provider shall take appropriate remedial actions to curb piracy in the Service Area.

CLAUSE 12: SUBSCRIBER RECORDS, ACCESS & AUDIT RIGHTS

- 12.1 The DTH Service Provider shall keep accurate, complete and up to date records of every subscriber’s details, details of the location of every STB, Smart Card, records and accounts of billings including historical billing data, type of subscribers, sublicenses and all relevant matters (“**Subscriber Records**”). The DTH Service Provider shall ensure that it’s SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 12 months at any point of time.
- 12.2 The SMS and all Subscriber Records that are relevant to the Subscribed Channel(s) for the operation of the Agreement shall be available for inspection and audit by Distributor/Distributor’s representative(s) (where such representatives are members of an internationally recognized accounting firm and agree in writing to be bound by confidentiality obligations) (i) during the Term at any time during normal business hours and for three months after the expiry or premature termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy Obligations, and (ii) on three days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement up to four times within any 12-month period during the Term and for three months after the expiry or premature termination of the Agreement, as the case may be.

The DTH Service Provider shall give Distributor/Distributor's representatives any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, Distributor/Distributor's representatives shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, reasonably required to provide evidence of such breach, and the DTH Service Provider agrees to extend reasonable co-operation in this regard.

- 12.3 In the event an audit or inspection by Distributor/Distributor's representative(s) under clause 12.2 reveals that the DTH Service Provider has under-reported or has misrepresented any item having a bearing on the computation of the amounts payable to Distributor, the DTH Service Provider agrees to immediately pay all amounts due based on the actual and true items together with simple interest at the rate of 15% per annum for the periods from the dates when the respective payments should have been made until the actual date or dates of payment. In addition to the above payment, the DTH Service Provider shall also pay all costs and expenses incurred by Distributor for such audit/ inspection. This obligation shall survive the termination of the Agreement. If within a period of two weeks from the date of demand by the Distributor, the DTH Service Provider fails to pay any amounts found due on the basis of such audit/ inspection, including the cost and expenses of such audit/ inspection, the Distributor shall have the right to deactivate/disconnect the Subscribed Channel(s) and/or terminate the Agreement as per the law applicable without prejudice to its right to claim such amount referred to above in addition to any other action that may be deemed appropriate.

CLAUSE 13: ANTI-PIRACY OBLIGATIONS

- 13.1 The DTH Service Provider shall, at its own expense, take all necessary steps to prevent and stop unauthorised or illegal use of the Subscribed Channels(s) or signals thereof
- 13.2 In order to ensure that each STB is capable of being used for Fingerprinting, the DTH Service Provider agrees that the STB supplied to the Subscribers will conform to the BIS standards and specification as provided in BIS specification for Digital STB for Direct to Home
- 13.3 The DTH Service Provider represents, warrants and undertakes that the systems, processes and controls in place regarding the distribution of STB and Smart Cards so as to ensure that they are only sold within the Territory by the DTH Service Provider or by its authorized dealers and such sales are only made to bona fide subscribers residing in the Territory and installations are made by the DTH Service Provider or its designees at an address in the Territory. Adequate systems, processes and controls shall include, without limitation, the DTH Service Provider:
- (i) 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;
 - (ii) Ensuring compliance by its authorized dealers including through unannounced visits to dealers' premises from time to time;
 - (iii) Requiring that for every change of address on the system and therefore relocation of a STB, there is an independent physical verification of the new address;
 - (iii) De-authorising any STB or Smart Card that is found outside of the Territory or in the

possession of a person who is not a bona fide subscriber; and

- (iv) Collecting and maintaining complete up to date records of each and every Subscriber's details and such Subscriber's STB and Smart Card

13.4 The DTH Service Provider represents, warrants and undertakes that all of its STBs and Smart Cards:

- (i) Are sold and installed together as a pack only in the Territory and only at the premises of Subscribers whose address has been verified; and
- (ii) Employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Subscribed Channel(s) cannot be viewed if such Smart Card is removed and used with any other set top box

13.5 The DTH Service Provider represents, warrants and undertakes that all installations of STBs and Smart Cards are done directly by the DTH Service Provider 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 STB and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the STB and which is the same as detailed in the SMS. In accordance with clause, the DTH Service Provider's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and Smart Card for each Subscriber:

- (i) Name;
- (ii) Installation address;
- (iii) Billing address (if different);
- (iv) Telephone number of the installation address, where applicable;
- (v) Subscriber's unique subscriber reference or subscription agreement number;
- (vi) Service/Channels/Packages that have been selected;
- (vii) Name and unique reference number of the dealer who sold the STB to Subscriber;
- (viii) Name and unique reference number of the dealer who sold the subscription;
- (ix) Name and unique reference number of the installer;
- (x) Smart Card number; and
- (xi) Unique STB number.

13.6 The DTH Service Provider agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Subscribed Channel(s) can be accessed from addresses which are: (i) not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; (ii) outside of the Territory; (iii) or that of a cable head end or any other distributor of such Channel to Subscribers

13.7 In order to ensure that the Smart Card is only activated for bona fide subscribers, the DTH Service Provider further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase of the STB and which is the same as detailed in the SMS

- 13.8 The DTH Service Provider represents, warrants and undertakes that its SMS allows viewing and printing historical data, in terms of total activation, de-activation and reactivation of all subscribers and all other records required under clause 13.5
- 13.9 In the event the DTH Service Provider is found to be in breach /violation of the terms and its obligation under Article 13 of the Agreement the Distributor shall be entitled to deactivate/de-authorise the Subscribed Channel(s) after following the procedure laid down in the Regulations/Directions/Orders of the TRAI or any other statutory authority. This is in addition to other rights and remedies of the Distributor under this Agreement

13.10 FINGERPRINTING

- (i) The DTH Service Provider shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications/ guidelines provided by the Distributor. A certificate at periodical intervals by the DTH Service Provider giving the details of systems, processes and controls in place to run fingerprinting which detail is verifiable by the Distributor would be sufficient compliance of this clause. The DTH Service Provider shall ensure that all STB should support both visible and covert types of Fingerprinting and should be compatible for running Fingerprinting whether operated by the DTH Service Provider or by the Distributor
- (ii) The DTH Service Provider 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
- (iii) The DTH Service Provider shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Subscribed Channel(s): (i) The Subscribed Channel(s) Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency; and (ii) Fingerprinting to be provided by the DTH Service Provider on the Subscribed Channel(s), as per the scheme provided by the Distributor. The Distributor 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)

13.11 Conditional Access and other system

- (i) The DTH Service Provider agrees that it shall, at its own cost, be responsible for ensuring the Subscribed Channel(s) are distributed via a digital, encrypted format signal receivable through its Conditional Access only by its bonafide Subscribers to the Subscribed Channel(s)
- (ii) The DTH Service Provider agrees that (a) the Conditional Access and SMS shall be from a reputed, well-known organization, which is currently being used by other Pay Television Services and has a demonstration track record of fulfilling the technical requirements under this Agreement; (b) both its Conditional Access and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems

13.12. Piracy, piracy reports and prevention

13.12.1 Each party shall immediately notify the other party if it ascertains or becomes aware that:

- (i) Any Smart Card or STB is being located, supplied or sold outside the Territory,

- (ii) Any of the Subscribed Channel(s) are being viewed via a Smart Card or STB by a STB party that is not a Subscriber,
- (iii) A Smart Card is being used for viewing the Subscribed Channel(s) anywhere other than the registered address of a Subscriber in the Territory, or
- (iv) A Smart Card and/or STB is being used by a cable operator to distribute any of the Subscribed Channel(s), (each, a "Piracy Event").

13.12.2 If the Distributor becomes aware of a Piracy Event then, at the Distributor's request, DTH Service Provider shall take all necessary steps to prevent or to stop such unauthorised or illegal use of the Subscribed Channel(s) or signals thereof. In the event the Distributor decides to take legal or other action against any infringing party committing or causing any Piracy Event, the DTH Service Provider shall provide all reasonable assistance to the Distributor to prevent or combat such Piracy Event

13.12.3 If its Conditional Access is hacked or otherwise compromised, the DTH Service Provider agrees to change or upgrade its Conditional Access and/or SMS to ensure that the Conditional Access cannot be hacked or compromised within the Territory

13.12.4 The DTH Service Provider shall investigate and report to the Distributor any detected incidents of copying, transmitting, exhibiting or other illegal use of the Subscribed Channel(s) via a STB and/or Smart Card, or any illegal or unauthorized distribution or use of the STBs or Smart Cards or other equipment that enable access to the Subscribed Channel(s)

CLAUSE 14: REPRESENTATION AND WARRANTIES OF DTH SERVICE PROVIDER

The DTH Service Provider undertakes, represents and warrants to the Distributor that it:

- 14.1 has obtained and maintained all necessary licenses, permits, compliance and approvals required under the Applicable Law for the distribution of Subscribed Channel(s)
- 14.2 has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement
- 14.3 shall comply with all laws and regulations with respect to the services in terms of the Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any Applicable Laws, rules and regulations or government orders (including service tax, entertainment tax etc.)
- 14.4 shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Distributor. Further, it shall not remove or replace any or all parts of the Equipment
- 14.5 shall not modify, misuse or tamper with the Equipment or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom. Any such act by the DTH Service Provider shall be construed as a breach of its obligations hereunder
- 14.6 agree and undertake that it shall not distribute the Subscribed Channels (i) outside the Territory; (ii) to any other Person other than the Subscriber in a manner specified in the

Agreement

14.7 has the appropriate net worth and necessary infrastructure (including office, support staff and the equipment) for running the DTH operations smoothly and efficiently and discharging its entire obligations under the Agreement

14.8 All representations and warranties shall survive the termination of the Agreement.

CLAUSE 15: REPRESENTATIONS AND WARRANTIES OF DISTRIBUTOR

The Distributor undertakes, represents and warrants to the DTH Service Provider that it:

15.1 has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under the Agreement

15.2 has obtained and maintained necessary licenses, permits, compliance and approvals required under the Applicable Law for broadcasting Subscribed Channel(s)

15.3 shall ensure good quality signals and uninterrupted service to the DTH Service Provider except for reasons beyond control and undertakes that it has all the requisite rights, authority and approval to broadcast the programme and that such broadcast shall not infringe the copy rights of any other person

15.4 the equipment including IRD if any supplied by it will be compliant with the existing BIS standards

15.5 All representations and warranties shall survive the termination of the Agreement

CLAUSE 16: INDEMNITY AND THIRD PARTY CLAIMS

Each Party shall indemnify, defend and hold harmless the other Party and its parents, officers, directors, employees, and agents from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee and expenses) arising out of any breach, fraud, or incorrect representation and warranties by the indemnifying party of any provisions of this Agreement

CLAUSE 17: CONFIDENTIALITY

17.1 The Parties agree to keep all information including without limitation, data pertaining to the business of the other Party, details of the other Party's Affiliates, subscriber details, Subscription Amounts, pricing, etc. regarding the strategy and volume of business of the other Party strictly confidential at all times unless required by applicable law to disclose such information

17.2 Any information provided by one Party to the other Party under the Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other. Disclosure of any such information is to be made only to such employees of the Parties who need to use the Confidential Information and it is the responsibility of the Parties to bind and ensure that any such employee shall hold in

confidence all such confidential information including but not limited to the terms and conditions of the Agreement and that such an employee does not disclose, publish or make copies of the Agreement or the Confidential Information (unless it is required by law to do so) without the prior written consent of the other Party

This clause shall survive the termination of this Agreement

CLAUSE 18: NO PUBLIC ANNOUNCEMENTS

The Parties shall not make, and shall not permit any of their respective directors, employees, officers, or Associates to make, any public announcement about the subject matter of the Agreement or any of its business and operating plans from time to time, whether in the form of a press release or otherwise, without first consulting with the other Party and obtaining the other Party's written consents, save as required to satisfy any requirement (whether or not having the force of law) of a stock exchange on which the shares of the Parties or an Associate of the Parties or holding company of the Parties are traded or the securities laws, rules or regulations applicable to the Parties or an Associate of the Parties or holding company of the Parties in any jurisdiction in which its shares are traded or any relevant governmental or regulatory body or as otherwise required by law or regulation. In the event that disclosure is required, the other Party shall be given a reasonable opportunity to review and comment on any such required disclosure

CLAUSE 19: TERMINATION AND EFFECT OF TERMINATION

19.1 TERMINATION

- 19.1.1 The Agreement shall automatically terminate by efflux of time i.e. on the completion of the Term unless on or before the expiry of completion of the term, the parties have either extended this Agreement or executed another agreement on the same subject or have agreed to or have started a process of negotiation to extend the term of the Agreement with or without modification in terms of clause 2.3.2 of this Agreement
- 19.1.2 Either Party may terminate this Agreement during the Term by notice in writing to the other Party (a) if the other Party is in breach of the material provisions of this Agreement and has failed to remedy that breach within thirty (30) days of its receipt of a written notice requiring to do so; (b) with immediate effect if the other Party takes any steps or action or institutes any legal proceedings for its winding up, liquidation or dissolution or a court issues a winding up order in respect of the other Party; or (c) in accordance with clause 31 (Force Majeure)
- 19.1.3 In case the Distributor's authority to distribute all of the Subscribed Channel(s) is revoked and/or terminated, or the DTH License is revoked, then the Agreement shall stand automatically terminated

19.2 CONSEQUENCES OF TERMINATION

19.2.1 Upon the termination of the Agreement

- (i) Distribution of the Subscribed Channel(s) by the DTH Service Provider shall be unauthorized and illegal and the Distributor shall be entitled to disconnect /deactivate the distribution of the Subscribed Channel(s) but subject to observance of applicable rules /regulations/orders if any;

- (ii) The DTH Service Provider shall cease to distribute, package or market the Subscribed Channel(s) to the Subscriber within the Territory;
- (iii) The DTH Service provider shall return the IRD / Viewing Cards to the Distributor in the same condition subject to normal wear and tear;
- (iv) The DTH Service Provider shall prepare and deliver to the Distributor a final Subscriber Report relating to Subscription Amount due to the Distributor on termination;
- (v) All Promotional Materials of the Distributor and/or Confidential Information, which are in the DTH Service Provider's possession or under its control shall be delivered to the Distributor or otherwise disposed of in accordance with the Distributor's directions;
- (vi) The Parties in addition to their other rights and remedies under law or equity, shall be entitled to receive all outstanding monies due to each other including the Subscription Amount due or to become due under the Agreement and these shall immediately become due and payable on the date of termination;
- (vii) The DTH Service Provider shall cease to use the IPR including Channel Marks and sign a confirmation of cessation of the use of Intellectual property as may be required by the Distributor; and
- (viii) The Distributor shall cease to use the IPR including DTH Service Provider Marks and sign a confirmation of cessation of the use of Intellectual property as may be required by the DTH Service Provider

CLAUSE 20: LIMITATION OF LIABILITY

20.1 It is expressly understood and agreed between the Parties that neither Party shall have any liability or obligation whatsoever under this Agreement, towards any other party arising from and in respect to:-

- (i) Any defect or damage in the equipment including IRD(s)/Viewing Card(s) not attributable to the DTH Service Provider. For avoidance of doubt, it is clarified that any defect in the IRD(s)/ Viewing Card(s) attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Distributor's instructions or any use of the IRD(s) with any apparatus or equipment not authorized by the Distributor shall be deemed to be actions attributable to the DTH Service Provider
- (ii) Any problem in SMS or any other equipment due to system failure, any reason beyond the reasonable control of the DTH Service Provider
- (iii) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of the Distributor/ DTH Service Provider
- (iv) Any indirect or consequential loss resulting or any other default on the part of the

Distributor or any of its officers, employees, suppliers, distributors or agents or any vendor of an IRD

- 20.2 It is expressly agreed and understood between the parties that the Distributor shall have no liability or obligation towards the DTH Service Provider, its sub operator and/or subscriber due to deactivation of services if such services have been deactivated by the Distributor as per the terms of this Agreement and in compliance of the orders/regulations in this regard, if any

CLAUSE 21: NO WAIVER

The exercise of or failure to exercise any, or all of the foregoing remedies by the Parties shall not operate as a waiver on the part of the Parties of its rights to exercise any other remedy available to the Parties under the Agreement, at law or equity, and all of the foregoing remedies shall be deemed cumulative. The failure of the parties to enforce anytime or for any period any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce such right unless such subsequent exercise of the right is barred by limitation as provided by law or otherwise limited by this Agreement

CLAUSE 22: NO AGENCY

Neither the DTH Service Provider nor the Distributor shall be or hold itself out as the agent of the other under the Agreement. No subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Distributor by virtue of the Agreement or by the Distributor's delivery of the Subscribed Channel(s) to the DTH Service Provider. The relationship between the Distributor and the DTH Service Provider is "Principal to Principal"

CLAUSE 23: ENTIRE UNDERSTANDING

- 23.1 The Agreement contains the entire understanding between the Parties with respect to the subject matter covered, in the manner, it is expected to be understood by the Parties and that there is total agreement between the Parties as to the manner in which the other Party has understood various clauses of this Agreement
- 23.2 The Parties agree that in addition to the principal terms stated herein, the Schedules and Annexures, attached hereto form an integral part of the Agreement and shall be deemed to be incorporated herein and failure to comply with any of the terms, conditions, and/or provisions mentioned in any of the Schedules and Annexures hereto, shall constitute breach of the Agreement

CLAUSE 24: BINDING NATURE

All the obligations and benefits arising under the Agreement shall pass to and be binding on the respective assigns transferees and successors of the Parties hereto

CLAUSE 25: MODIFICATIONS

Except as stated in the Agreement, this Agreement cannot be modified or varied except in writing

CLAUSE 26: NO PARTNERSHIP

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Distributor and the DTH Service Provider and neither party shall enter into any contract or obligation that purports to bind the other

CLAUSE 27: NOTICES

- 27.1 All notices given hereunder shall be given in writing in English, by personal delivery or by Registered Post Acknowledgement Due (RPAD), at the correspondence addresses of the DTH Service Provider and of the Distributor set forth below unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered AD Post only, in which case all notices to such Party shall thereafter be given at the address so notified
- 27.2 Notice shall be deemed to have been received, (a) if delivered personally, upon delivery and (b) if sent by RPAD, upon delivery of the mail or upon expiry of 4 working days from the date of despatch ;(c) if delivered by email or Fax with a delivery receipt of said email or fax during the normal business hours

Address for Notice of Distributor and DTH Service Provider

CLAUSE 28: RIGHTS AND VALIDITY

The rights and remedies set out in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

CLAUSE 29: SUPERSESSION

Except as provided herein, this Agreement constitute the whole agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements or understanding relating to such subject matter. Provided, however, that it shall not prejudice the rights and obligations which have arisen out of the prior agreements and continuing to subsist unless otherwise agreed to be relinquished or abrogated through this Agreement.

CLAUSE 30: ASSIGNMENT

Notwithstanding anything contained in this Agreement, the parties shall not have the right, without the prior written consent of the other, to assign or transfer the Agreement or any of their respective rights or obligations, under this Agreement. Any breach of this clause, shall entitle the parties to terminate the Agreement and take any other measures as may be appropriate.

CLAUSE 31: FORCE MAJEURE

Failure on the part of the Distributor/DTH Service Provider to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfilment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, Satellite Jamming, Satellite Failure, lockout,

accident, epidemic or any other event of any nature or kind whatsoever beyond the control of the parties herein that directly or indirectly hinders or prevents either of the parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. In the event the condition of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either party to the other, on expiry of one month from the date such notice is given.

CLAUSE 32: SEVERABILITY

In the event that any provision of this Agreement is declared by any judicial, quasi judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless the Parties decide that the effect of such declaration is to defeat the original intention of the Parties in which event, Parties shall be entitled to terminate this Agreement by a months' notice.

CLAUSE 33: GOVERNING LAW AND DISPUTE RESOLUTION

The rights and obligations of the Parties under the Agreement shall be governed by laws of India. The Parties agree that they shall not seek injunctions or any interim/ad-interim orders from any court or judicial tribunal/authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("**TDSAT**"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

IN WITNESS WHEREOF the Parties hereto have executed the Agreement on the day, month and year mentioned hereinabove.

For and on behalf of NDTV Ltd

For and on behalf of the DTH Service Provider

Authorised signatory in the presence of

1
2

Authorised Signatory In the presence of

ANNEXURE A**DETAILS OF SUBSCRIBED CHANNEL(S), SUBSCRIPTION FEES AND MRP**

1. The Subscribed Channel (s) and the Rates of the Subscribed Channel(s) per Subscriber Per month are stated in the table below.
2. In case of individual Subscribed Channel(s) the Subscription Amount payable by the DTH Service Provider to the Distributor shall be calculated by taking the rate of the Subscribed Channel(s) and multiplying the same by the number of Subscribers.
3. In case of bouquet of Subscribed Channel(s) ("**Opted Bouquet**") provided by the Distributor and the DTH Service Provider does not offer such Opted Bouquet as a whole to its Subscribers but offers to such Subscribers only certain channels comprised in such Opted Bouquet or package 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 Subscription Amount of the entire Opted Bouquet shall be calculated on the basis of the subscriber base for the channel which has the highest subscriber base amongst the channels comprised of such Opted Bouquet.

A - Ia – Carte Rates of Subscribed Channel(s)

Subscribed Channel(s)	Rate per subscriber per month	Subscription Fee per subscriber per month

.....
For New Delhi Television Ltd

.....
For DTH Service Provider

ANNEXURE B**IRD DEPOSIT & PROCESSING FEES**

Subscribed Channel(s)	IRD Number	Viewing Card Number, if any	IRD Deposit (One time) (Rs)	Viewing Card Deposit (One Time) (Rs)	Processing Fee (One time) (Rs)

Start Date: _____, **2008**

Website Copy not for Execution