

REFERENCE INTERCONNECTION OFFER OF NEW DELHI TELEVISION LIMITED FOR ALL DIGITAL DISTRIBUTION PLATFORMS EFFECTIVE FROM 01ST FEBRUARY, 2025.

PREAMBLE

This Reference Interconnection Offer (**RIO**) which shall be effective from 01st February, 2025 is being published by New Delhi Television Limited (**NDTV**) pursuant to and in compliance with the Telecommunication (Broadcasting & Cable) Services Interconnection (Addressable System) Regulation, 2017 and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Third Amendment) Order, 2017 (**Interconnection and Tariff Regulations**) as amended from time to time, and is without prejudice to NDTV's rights and contentions and is subject to the final outcome of any ongoing or future regulatory changes or order or judgement of any judicial or quasi-judicial body or court pertaining to the subject matter herein. NDTV will be entitled to periodically amend the terms of this RIO to the extent necessary to ensure compliance with Applicable Laws.

This RIO supersedes the previous RIO published on NDTV's website. NDTV is hereby filing this RIO without prejudice to the rights and contentions of NDTV and subject to the outcome of Broadcasting Appeal No. 1 of 2024, titled *Indian Broadcasting and Digital Foundation Vs. Telecom Regulatory Authority of India & Ors.*, currently pending adjudication before the Hon'ble TDSAT.

Any distributor of television channels including without limitation, analogue cable systems, non-addressable digital cable systems, Over the Top (OTT), direct-to-home (DTH), headend-in-the-sky (HITS) and internet protocol television (IPTV) (each, a **Distribution Platform Operator** or **DPO**) will not distribute the NDTV Channels (*as defined in Schedule I*) without entering into a written subscription license agreement (**Subscription License Agreement**) in the format as set out at **Annexure A** (*Subscription License Agreement*) of this RIO which is required to be executed 'as is' without any amendments save and except as may be proposed by NDTV to ensure continued compliance with Applicable Laws.

Any DPO intending to obtain the right to retransmit NDTV Channels must execute this RIO along with any annexures, schedules, appendices hereto. Upon execution of this RIO by NDTV and the DPO, the obligations in the RIO will become binding on the parties and enforceable at law. Before making a request to execute the RIO with NDTV, the DPO will ensure that:

1. The Addressable System to be used for the distribution of the NDTV Channels meet the requirements as set out at **Schedule III** (*Addressable Systems Requirements*) of the Subscription License Agreement.
2. It is not directly or indirectly engaged in the illegal transmission or Piracy of NDTV Channels or any other television channels.

Execution of this RIO including the Subscription License Agreement is subject to the DPO satisfying the conditions set out above to the satisfaction of NDTV and the DPO ensuring compliance with Applicable Laws.

Execution of this RIO including the Subscription License Agreement by NDTV shall not amount to a waiver by NDTV of its right to claim the outstanding subscription fees under any previous agreements and NDTV shall be within its right to claim the same including termination of this Subscription License Agreement, for non-clearance of all outstanding dues under any such previous agreement(s).

DECLARATION BY DPO FOR EXECUTION OF SUBSCRIPTION LICENSE AGREEMENT

By downloading and executing this Subscription License Agreement, the DPO declares and undertakes that:

1. The DPO's Addressable System used for the distribution of NDTV's Channels meets the requirements as specified in Schedule III of the Subscription License Agreement;
2. The DPO is compliant with Applicable Laws and holds the necessary licenses / permissions for re-broadcasting / retransmitting the signals of NDTV's Channels;
3. The DPO is financially solvent and capable of discharging its payment obligations under this Subscription License Agreement;
4. The DPO has not been convicted of any offence by any competent court; and
5. The DPO shall furnish all relevant documents as set out in Schedule IV (*Relevant Documents*) of the Subscription License Agreement along with the executed copy of this Declaration and agrees to furnish such further documents / information as and when required by NDTV, at its sole discretion.

For	
Signature	
Name and Designation	
Date	
Place	

CONTACT DETAILS

The Distribution Platform Operator may reach out to the compliance officer or the representatives, whose details are set out herein, for any grievances and or availing signals of NDTV Channels:

Name	Contact No.	Email ID	Address	Territory
Ashutosh Sinha	+91 9711227757	Ashutosh@ndtv.com	W-17, 2 nd Floor, Greater Kailash – 1, New Delhi - 110048	All India Cable, DTH, IPTV and HITS

ANNEXURE - A

SUBSCRIPTION LICENSE AGREEMENT

This Subscription License Agreement (**Subscription License Agreement**) is executed on this *[insert date]* ("**Execution Date**") and shall be effective from *[insert date]* ("**Effective Date**") by and between:

New Delhi Television Limited, a company incorporated under the Companies Act, 1956 and having its registered office at W-17, 2nd Floor, Greater Kailash - 1, New Delhi, India – 110048 (hereinafter referred to as "**NDTV**", which expression unless repugnant to the subject or the context thereof shall be deemed to mean and include its successors in business and assigns) of the **FIRST PART**; and

[insert relevant Distribution Platform Operators], a *[relevant type of entity]* under the *[insert statute of incorporation]* bearing registration no. *[insert registration number]*, bearing PAN No. *[insert Pan No.]* and GSTIN *[insert GSTIN number]* and having its registered office at *[insert registered address of DPO]* (hereinafter referred to as "**Distribution Platform Operators**" or "**DPO**", which expression unless repugnant to the subject or the context thereof shall be deemed to mean and include its successors in business and permitted assigns) of the **SECOND PART**.'

NDTV and the DPO will hereinafter be individually referred to as '**Party**' and collectively referred to as '**Parties**'.

WHEREAS:

- A.** NDTV is a broadcaster of various television channels and holds the requisite licenses, permissions, and approvals under Applicable Laws for the downlinking of the NDTV Channels.
- B.** The DPO is engaged in the distribution of television channels and holds and maintains all requisite licenses, permissions, registrations, and approvals as required under Applicable Laws for the distribution of NDTV Channels in the Authorized Area.
- C.** The DPO is desirous of licensing the NDTV Channels through its Addressable System to subscribers within the Authorized Area (each, a **Subscriber**) and NDTV has agreed to license the NDTV Channels to the extent and in the manner as set out under this Subscription License Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions prescribed under this Subscription License Agreement.

1. Definitions & Interpretations

- 1.1 In addition to the terms defined at **Schedule I (Defined Terms)**, certain other terms are defined elsewhere in this Subscription License Agreement and whenever such terms are used in this Subscription License Agreement, they shall have their respective defined meanings, unless the context expressly or by necessary implication requires otherwise.
- 1.2 Words and phrases used but not expressly defined in this Subscription License Agreement bear the meaning commonly ascribed to them at Indian law or in India as the case may be.
- 1.3 References to statutory provisions shall be construed as references to those provisions and any regulations made in pursuance thereof as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Subscription License Agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).

- 1.4 Unless otherwise indicated, the terms 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this Subscription License Agreement.
- 1.5 The words 'including', 'inter alia' and 'among others' and words and phrases of a like nature used in this Subscription License Agreement are deemed to be followed by the words 'without limitation' or 'but not limited to' or words or phrases of a like nature whether or not such latter words or phrases are expressly set out.
- 1.6 Headings and bold type face are only for convenience and shall be ignored for the purposes of interpretation.
- 1.7 When any day referenced in this Subscription License Agreement is not a business day and a period referenced in this Subscription License Agreement does not end on a business day, the reference to that day or to the last day of that period will be construed as a reference to the immediately preceding business day.
- 1.8 Any reference in this Subscription License Agreement to a matter to be agreed by the Parties as well as any reference to any notice to be issued or information to be provided by a Party will be deemed to mean such agreement, notice or information set out or communicated in writing by the relevant Party.

2. **Term and Territory**

- 2.1 The Subscription License Agreement shall be effective from the Effective Date for a period of 1 (one) year save and except if terminated earlier per the terms and conditions herein (**Term**).
- 2.2 The Subscription License Agreement may be renewed on the same terms, or such revised terms as intimated by NDTV, pursuant to the consent of the Parties.
- 2.3 The DPO represents and warrants that it holds and maintains all the requisite licenses, permissions, authorizations, and registration as are necessary to operate in the Registered Areas. The DPO is being authorized under this Subscription License Agreement to distribute the NDTV Channels in the Authorized Area only.

3. **Grant of Distribution Rights**

- 3.1 Subject to the payment of the License Fee and the terms of this Subscription License Agreement, and on the basis of the representation and warranties of the DPO set out herein, NDTV grants the DPO the non-exclusive, revocable, and non-sub licensable right for the uninterrupted and unaltered re-transmission of the linear feed of the NDTV Channels to Subscribers in the Authorized Area in encrypted mode on a 24x7x365 basis via the Addressable Systems (**Rights**). For avoidance of any doubts, it is clarified that all other rights and means of distribution not specifically and expressly granted to DPO are expressly excluded and reserved by NDTV.
- 3.2 The Rights granted to the DPO as set out at clause 3.1 above, are limited only to the broadcast reproduction right as set out in the Indian Copyright Act, 1957 (as amended from time to time).
- 3.3 The DPO may select NDTV Channels as A la carte and/or Bouquet of Channels, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule X) consisting of the list of NDTV Channels; it being agreed that if any designated box against a NDTV Channel is left unmarked, it shall be deemed to have not been selected by DPO for the purposes of this Agreement. For purposes of clarity, the selected NDTV Channel on an A la carte basis in accordance with the foregoing shall be deemed to form part of this Subscription License Agreement in

respect of which NDTV shall grant Rights to DPO in accordance with the terms of this Subscription License Agreement.

- 3.4 Nothing contained in this Subscription License Agreement will permit the DPO to provide its Subscribers the right to further communicate or re-transmit the NDTV Channels in any manner whatsoever. The Rights also exclude the distribution of any content of the NDTV Channels on a non-linear basis through the Addressable System including but not limited to time shifting/ multiplexing, pay per view, video on demand, near video on demand, or any other technology which currently exists or comes into existence in the future.
- 3.5 The DPO shall not have the right to use a digital video recorder (**DVR**), or a personal video recorder (**PVR**). However, use of DVR and PVR shall be permitted by Subscribers subject to the DVR or the PVR not having the functionality to store or forward the content available on the NDTV Channels or to skip advertisements on the NDTV Channels.
- 3.6 NDTV reserves the right to; (i) remove any NDTV Channels from its list of channels if it ceases to distribute the relevant NDTV Channels in the Authorized Area and terminate the associated distribution rights of the DPO with respect to the removed NDTV Channel. It is expressly agreed that NDTV shall also have the right to replace any removed NDTV Channel with a replacement channel or to add any channel to the list of NDTV Channels and grant the associated distribution rights to the DPO. Further, NDTV reserves the right to (i) modify any existing Bouquet by adding new channels that may be launched by NDTV or by removing any Channel from a Bouquet; and/or (ii) discontinue Bouquet comprising of Channels; and/or (iii) launch new channels and/or Bouquets comprising of the Channels; (iv) convert Free-to-air channel into pay channel or pay channel into Free-to-air channel, in which case NDTV shall continue to provide such converted channel to the DPO in terms of this Subscription License Agreement, and DPO shall pay the License Fees for such converted Free-to-air channels into pay channel till the expiry of the Term.

4. **Subscriber Report**

- 4.1 The DPO will maintain, at its own expense, a subscriber management system (**SMS**) which is completely in sync with and fully integrated with the conditional access system (**CAS**) in line with the requirements under Applicable Laws which must have at least the following functionalities:
- a. Maintaining a computerized database of each Subscriber, including name, address, chosen method of payment, and billing.
 - b. Administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and maintaining infrastructure whereby the Subscriber contracts are collected and recorded in the SMS database.
 - c. Handling administrative functions of all the Subscribers including but not limited to activating and deactivating NDTV Channels requests, billing, collection of payments from the Subscribers, credit control, sales enquiries and addressing complaints from the Subscribers.
 - d. Obtaining and distributing receivers and smart cards to Subscribers and replacing the smart cards as deemed necessary by the DPO.
 - e. Enabling new Subscribers via the SMS and disabling access to defaulting Subscribers from time to time per its discretion.
- 4.2 The DPO shall provide NDTV with complete and accurate opening and closing subscriber reports on a monthly basis for the NDTV Channels or the package in which the NDTV Channels are included within 7 days from the end of each month in the Subscriber Report.

- 4.3 The Subscriber Report shall specify all information required including but not limited to number of Subscribers for each of the NDTV Channels and each package or bouquet in which the NDTV Channels are included, and composition of each package or bouquet offered by the DPO. The Subscriber Report should be executed by an officer of the DPO of a rank not less than that of a Head of Department or Chief Financial Officer who shall certify that the information set out in the Subscriber Report is true and accurate.
- 4.4 The Subscriber Reports must only be generated through the integrated CAS and SMS systems in a pre-defined read only format that does not allow for any editing once the Subscriber Report has been generated and must be sent via email to NDTV. at [distributionmsr@ndtv.com].
- 4.5 The DPO will at all times maintain sufficient details to enable NDTV to verify: (i) Subscriber Report supplied by the DPO; (ii) the payments due to NDTV hereunder; and (iii) the DPO's compliance with this Subscription License Agreement and Applicable Laws.
- 4.6 The obligation to submit and maintain the Subscriber Report will survive the termination of this Subscription License Agreement and will subsist until later of: (i) 12 months of expiry or termination of this Agreement, as the case may be; (ii) such longer period as required under Applicable Laws; or (iii) NDTV receives the Subscriber Report for each relevant month where a License Fee is payable to NDTV.

5. License Fee

- 5.1 In Consideration of the Rights granted herein, the DPO shall pay NDTV for Rights in the NDTV Channel, for each month or pro rata part thereof during the Term of the Subscription License Agreement, a License Fee to be calculated as under:

If NDTV Channels subscribed by the DPO on A la carte basis are offered by the DPO on A la carte basis only:

- a. If the DPO offers the NDTV Channels to its Subscribers on A la carte basis only, then the License Fee for each such NDTV Channel for the month shall be the MRP of the A la carte NDTV Channel as set out at **Schedule VI (MRP of NDTV Channels and Bouquets)** less the Distribution Fee of 20% of the A-la carte MRP of such NDTV Channel multiplied by the DPO's average Active Subscriber base of such NDTV Channel for the applicable month. The method for calculation of the average Active Subscriber base is set out at **Appendix – I**.

If NDTV Channels subscribed by the DPO on A la carte basis are offered by the DPO as part of a package only:

- b. If the DPO offers the NDTV Channels on A la carte basis as part of its packages offered to Subscriber, then the License Fee for each such NDTV Channel for the month will be the MRP of the a-la-carte NDTV Channel less Distribution Fee of 20% of the A la carte MRP of such NDTV Channel as set out at Schedule VI multiplied by the DPO's average Active Subscriber base of such NDTV Channel for the applicable month.

If NDTV Channels bouquets subscribed by the DPO are offered to its Subscribers:

- c. If the DPO offers the NDTV Channels bouquet created by NDTV to its Subscribers then the License Fee for each such NDTV Channel forming part of the bouquet for the month, will be the package rate of the NDTV Channel as set out at Schedule VI multiplied with the applicable average Active Subscriber base of the NDTV Channel for the month.

(collectively, **License Fee**)

5.2 In the event the DPO is engaged in distributing the NDTV Channels on A- la carte basis or a Bouquet of NDTV Channels, then the DPO will be entitled to the incentives as set out at **Schedule VII (Incentive Scheme)**, subject to the following terms and conditions:

- a. The DPO will not place any NDTV Channel in a disadvantageous position or otherwise treat any of NDTV's Channels less favorably with respect to other competing channels in the same genre.
- b. The DPO will ensure that the NDTV Channels offered to the Subscribers in bouquet or a-la-carte basis will be made available throughout the Authorized Area through its Addressable System to its existing Subscribers and future Subscribers continuously, in its entirety, without any interruption 24x7x365 per the terms and conditions prescribed herein.

(collectively, **Incentive Scheme**)

5.3 In the event that the DPO is in breach of the eligibility criteria set out above, the DPO will not be entitled to the benefits under the Incentive Scheme.

Incentive Parameters

5.4 Subject to compliance with the terms and conditions set out herein, the DPO may be entitled to avail the following incentives:

- a. Logical Channel Number (LCN) Based Incentive: The DPO will be eligible to the LCN based incentive by placing the NDTV Channels in the LCN position as more specifically set out at Schedule VII and subject to compliance with all terms and conditions set out herein.
- b. Penetration Based Incentive: The DPO will be eligible for the Penetration based incentive subject to compliance with the terms and conditions set out herein and more specifically detailed at Schedule VII.

5.5 The License Fee will be computed only after taking into consideration the Incentive Scheme opted for by the DPO.

5.6 The DPO will pay NDTV the License Fee for each month within 30 days from the receipt of the invoice from NDTV (**Due Date**) prepared subsequent to the review of the Subscriber Report without any deduction save and except as required under Applicable Laws.

5.7 The DPO agrees that any failure to make the payment of the License Fee by the Due Date will be a material breach of this Subscription License Agreement and NDTV will have the right to charge interest at a monthly rate of 18% on the portion of the License Fee that remains unpaid after the Due Date. For avoidance of doubt, the collection of interest on the unpaid License Fee does not constitute a waiver of the DPO's obligations to remit the License Fee in full, on or before the Due Date.

5.8 Each Party shall be responsible for compliance with Applicable Laws with respect to the payment of all taxes, duties, levies, cess, surcharge, or any other charges that may be applicable on them for the transactions contemplated under this Subscription License Agreement.

6. Obligations of the DPO

- 6.1 The DPO shall, at its own cost and expense, receive the NDTV Channel (s) from designated satellites and re-transmit the NDTV Channels through its Addressable System to NDTV's Subscribers in the Authorized Area.
- 6.2 Subject to compliance with Applicable Laws, DPO may offer Bouquet of pay channels formed from pay channels of NDTV or other broadcasters and declare the DRP of such Bouquet. It is, however, clarified that DPO shall not break Bouquet of pay channels subscribed from NDTV while forming its package.
- 6.3 DPO shall offer each of the subscribed NDTV Channels to the Subscribers on A la carte basis and declare the DRP per month for each of the subscribed NDTV Channel. DPO shall ensure that the DRPs per month of the subscribed NDTV Channel does not exceed the MRPs per month of the subscribed NDTV Channel.
- 6.4 The DPO shall not compel its Subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all the subscribed NDTV Channels.
- 6.5 The DPO shall pay the License Fee on or prior to the Due Date prescribed in this Subscription License Agreement. Irrespective of the DPO's collection of the invoiced monthly amounts from the Subscribers, the DPO shall pay the License Fees to NDTV, in a timely manner.
- 6.6 Subject to technical and operational feasibility, the DPO shall provide the NDTV Channels, on a non-discriminatory basis, to every Active Subscriber making a request for the NDTV Channels, on receipt of such request by the DPO. The DPO shall, in a non-discriminatory manner, ensure re-transmission of such high-quality encrypted signals of the NDTV Channels through DPO's Addressable System to NDTV's Subscribers as are equal to the signal quality of other channels re-transmitted through the DPO's Addressable System, to all Active Subscribers. In any event, the signal re-transmission quality of the DPO's Addressable System shall be at par with the then prevailing industry standards.
- 6.7 The DPO shall take all necessary actions to prevent unauthorized access of the NDTV Channels through its Addressable System and shall regularly provide NDTV with updated piracy reports.
- 6.8 The DPO shall ensure that none of the NDTV Channels are disadvantaged or otherwise treated less favorably in any manner by the DPO with respect to the channels of other broadcasters.
- 6.9 The DPO shall obtain from NDTV the EPGs for the NDTV Channels and the DPO shall ensure that such EPGs are always displayed on the EPG of the DPO during the Term.
- 6.10 The DPO shall raise monthly invoices on the Subscribers towards license of the subscribed Channels and the DPO shall collect such invoiced monthly fees from the Subscribers.
- 6.11 The DPO shall not to acquire or merge and/or make available the signals of the subscribed NDTV Channel(s) through its Addressable System to any other distributor of television channels, having outstanding arrears payable to NDTV, without NDTV's prior written consent. NDTV reserves the right to withhold such consent, at its sole discretion, till such time the outstanding amounts payable by such distributor of television channels is either settled by the distributor of television channels or the DPO.
- 6.12 The DPO shall not use any interactive technology or other interferences such as (red button) or redirect traffic from the Channels in any manner, whether for content or for promotion, without express permission from NDTV.

- 6.13 Prior to the DPO discontinuing re-transmission of any NDTV Channels because of monthly subscription percentage for such NDTV Channel being less than the discontinuation threshold calculated as per Schedule VIII of the Interconnection Regulations, in each of the immediately preceding six consecutive months, the DPO shall provide fifteen (15) days' prior written intimation to NDTV along with all supporting data and information including the Subscribers Report. The DPO undertakes that it shall be solely responsible for its dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of the DPO or any of its representatives, agents, employees, or consultants.

7. **Delivery and Security**

- 7.1 All NDTV Channels must be delivered by the DPO to the Subscribers in a securely encrypted manner and without any alteration, editing, delays, interruptions, picture squeezing, pull through or crawls, except as authorized by NDTV in advance in writing.
- 7.2 It is expressly clarified that the DPO shall offer all / any NDTV Channels at all times as a linear television service only on 24 hours per day, 7 days per week, 365 (or 366 as the case may be) days a year basis. Further the NDTV Channels shall be offered on as-is basis and shall not be offered on the basis of any specific event, programming, or specific screening or for specific hours.
- 7.3 The transmission specifications and infrastructure allocated by the DPO in respect of the broadcast signal of the NDTV's Channels by the DPO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its Addressable System.
- 7.4 NDTV will provide the DPO:
- a. IRD to allow the DPO to access each of the NDTV Channels, the details of which are more specifically set out at Schedule VIII (*Equipment*).
 - b. Viewing cards to decode the NDTV Channels, the details of which are set out at Schedule VIII, subject to:
 - i. The DPO using reasonable commercial endeavors to ensure that the Viewing Cards are not tampered with any manner.
 - ii. The DPO informing NDTV immediately in the event the Viewing Cards are lost or stolen.

(collectively, **Equipment**)

- 7.5 The DPO shall install the Equipment necessary to receive and distribute the NDTV Channels, at its own cost and expense.
- 7.6 The IRD and Viewing Cards supplied by NDTV at all times remain the exclusive property of NDTV and the DPO shall return the same to NDTV upon expiry or termination of this Subscription License Agreement for any reason whatsoever and, or, earlier at the request of NDTV.
- 7.7 The DPO will be responsible for bearing the costs of downlinking the NDTV Channels as per the satellite feed provided by NDTV.

8. **Electronic Programme Guide**

- 8.1 Prior to the execution of this Subscription License Agreement, the DPO shall make the Electronic Programme Guide of the DPO available to NDTV.

- 8.2 During the Term, the EPG of the DPO shall at all times contain the information of the programs being shown on all the NDTV Channels in a manner that has been approved by NDTV without any additional cost or fee to NDTV. The DPO will provide the format in which information of the NDTV Channel will be furnished by NDTV.
- 8.3 The DPO will ensure that the positioning of the NDTV Channels in the EPG and the LCN for the NDTV Channels shall be within the same genre and the EPG and the LCN will not be changed during the Term of the Subscription License Agreement. The DPO shall also ensure that the channel of the same language within the genre is also placed consecutively in the EPG. The DPO shall assign unique channel number for each of the subscribed NDTV Channels. Subject to exceptions permissible under Applicable Laws, the DPO shall not change the unique channel number, once assigned, for a period of 1(one) year. The DPO shall indicate the MRP of each of the subscribed NDTV Channels in the Electronic Programming Guide with the Indian rupee sign.
- 8.4 Any changes to the EPG will be made in good faith without targeting or engaging in any discriminatory practices against NDTV Channels vis a vis similar channels falling within the same genre.
- 8.5 If the DPO opts for the LCN Incentive as set out at clause 5.4 (a), the DPO shall grant such LCN positions in the EPG as more specifically set out Schedule VII.
9. **Audit**
- 9.1 NDTV either through itself or through an independent auditor shall have the right during the Term of this Agreement, to review and/or audit the systems, records and data related to this Subscription License Agreement for the purposes of verifying full compliance to the terms and conditions of this Agreement, more specifically set out at **Schedule IX (Scope of Audit)** in each case, as applicable.
- 9.2 The DPO shall give NDTV auditors such assistance as they may reasonably require to carry out the audit. NDTV shall give the DPO written notice of at least 7 days before the audit exercise is undertaken. In the event an audit reveals that the DPO has under-reported the number of subscribers or the license fee or has misrepresented any item or has failed to keep accurate and complete records:
- a. The DPO shall make immediate payment of all amounts due plus late payment of interest thereon at a monthly rate of 18%. In the event the audit reveals that the underreported License Fee due for any period exceeds the License Fee reported by the DPO by 2% or more, the DPO shall additionally pay NDTV the costs in relation to such audit and also take necessary steps to avoid such errors in future.
- b. NDTV shall at its sole discretion (without prejudice to NDTV's other rights and remedies) suspend delivery of the signals of the NDTV Channels and or terminate this Agreement in accordance with Clause 15, if the DPO fails to make payment of the full amount of License Fee due along with late payment interest thereon and or fails to avoid recurring errors in reporting.
- 9.3 The DPO shall, once in a calendar year, cause audit of its SMS, CAS, and other related systems by an auditor to verify that the monthly subscriptions reports made available by the DPO to NDTV are complete, true and correct and issue an audit report to this effect to NDTV.
- 9.4 That TRAI may empanel auditors for the purpose of such audit, and it shall be mandatory for the DPO to cause audit, under sub-regulation (1) of Regulation 15 of Interconnection

Regulations 2017, from M/s Broadcaster Engineering Consultants India Limited, or any of such empanelled auditors.

10. **Advertising and Promotion**

10.1 NDTV grants the DPO the non-exclusive, revocable, non-assignable, non-sublicensable, and limited right during the Term of this Subscription License Agreement to use the NDTV Channel Marks solely in connection with the DPO's advertising and promotion of the NDTV Channels in a manner as that has been approved in writing by NDTV. The DPO shall promote and increase awareness of the NDTV Channels among its Subscribers and potential subscribers.

10.2 The DPO has explicitly agreed to provide the NDTV Channels:

- a. At least the same level of marketing support as provided for other channels in the same genre, but in no event less than the level of marketing support provided to the other channels.
- b. Similar treatment to NDTV Channels in all advertising materials whereby the NDTV Channel Marks and/ or names appear with the same size and prominence of other channel marks and names in the same genre.

10.3 NDTV may undertake marketing tests, public polls, research in relation to the NDTV Channels and the DPO shall cooperate with NDTV to provide all necessary research and information reasonably requested by NDTV.

11. **Intellectual Property Rights**

11.1 NDTV shall have the sole right and privilege to determine which events and programmes, advertisements, messages, and the like shall be included in the NDTV Channels.

11.2 The DPO acknowledges that all Intellectual Property associated with the NDTV Channels including NDTV Channel Marks and associated marks and names (and the names of programs which appear in the NDTV Channels and the content thereof) are and shall remain the exclusive property of NDTV or respective right holders.

11.3 The DPO agrees and undertakes to distribute the NDTV Channels in their entirety in the same manner as the NDTV Channels are delivered by NDTV without any cutting, editing, dubbing scrolling or ticker tape, interruptions, picture squeezing or resizing, insertion of graphic or animated overlays, pull thoughts or crawls, deletion or variation, substituting or any other modification, alternation, addition, deletion, variation or other interference or interruption in any manner.

11.4 The DPO shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by NDTV and is disclosed to the DPO for the purpose of this Subscription License Agreement. The DPO acknowledges and agrees that the DPO shall have the right to use the NDTV Channel Marks to promote the NDTV Channels through programme guide, programme listing, internet website and for the purpose of displaying the EPG, if any.

11.5 The DPO has not and shall not acquire any proprietary or other rights or interests in the NDTV Channel Marks by reason of this Subscription License Agreement. NDTV shall have the sole discretion to approve the use of such NDTV Channel Marks by the DPO with respect to the programmes included in the NDTV Channels.

11.6 All rights to the NDTV Channels and its contents are specifically reserved to NDTV, and the DPO shall not have any claim over the same. Notwithstanding anything contained in this Subscription License Agreement, the DPO agrees that NDTV, its parent, successors,

assigns or any entity that owns or controls NDTV directly or indirectly during the Term hereof or for any extension, may rename or re-brand the NDTV Channels in its sole discretion.

12. **Anti-Piracy**

12.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any NDTV Channel, in whole or in part, (**Piracy**), the DPO shall, prior to the commencement of the Term of the Subscription License 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 (collectively, **Security Systems**) as may be specified, in a non-discriminatory manner in writing, from time to time, by NDTV.

12.2 To ensure the DPO's ongoing compliance with the security requirements set out in the Agreement, NDTV may require technical audits (**Technical Audits**) conducted by an independent security technology auditor (**Technical Auditor**), approved by NDTV in writing no more than twice per year during the Term, at NDTV's cost and expense.

12.3 If the results of any Technical Audit are not found to be satisfactory by either the DPO or NDTV, then NDTV shall work with the DPO in resolving this issue within fourteen (14) business days of either Party notifying the other Party of such issues arising from the Technical Audit.

12.4 If a solution is not reached by then, NDTV may, in its sole discretion, suspend the DPO's right to distribute the NDTV Channel(s) or take other actions as provided under the Subscription License Agreement, until such systems, procedures and security measures have been corrected to NDTV's satisfaction. DPO 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 DPO to NDTV's satisfaction.

12.5 DPO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the NDTV Channels, distributed / transmitted through the Addressable System at least every 10 minutes on 24 x 7 x 365 basis.

12.6 DPO shall not authorize, cause or suffer any portion of any of the NDTV Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by DPO at the time the NDTV Channels are made available by NDTV.

12.7 If DPO becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the NDTV Channels for any other purpose, DPO shall within ten (10) minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the NDTV Channels for any other purpose, notify NDTV and the DPO shall also restrict access to the NDTV Channels to prevent such unauthorized use.

12.8 If so instructed by NDTV, the DPO shall shut off or de-authorize the transmission to any unauthorized user or Subscriber indulging in piracy, within ten (10) minutes from the time it receives such instruction from NDTV. Any communication under this clause shall be considered as valid if: (i) the information is sent through e- mail in a format as mutually agreed by the Parties and (ii) the information is sent by a person(s) who is designated to send such information.

However, such information may also be provided by NDTV representatives through other means of communications such as telephonic call, e-mail, message, fax etc and such

information shall later be confirmed by NDTV through email and the DPO shall be under obligation to act upon such information.

13. Right of Suspension

13.1 Subject to any Applicable Laws, NDTV shall have the right to suspend delivery of the NDTV Channels to the DPO after giving notice in terms of the Applicable Law, in the event of: (i) a material breach related to License Fee if the same is not paid by the DPO by the Due Date; (ii) a material breach related to anti-piracy; or (iii) any other material breach of this Subscription License Agreement not related to anti-piracy / non-payment of License Fee.

14. Alteration of Channels

14.1 The DPO agrees to carry each of the NDTV Channels in their entirety, in the order and at the time transmitted by NDTV, without any cutting, editing, delays, alterations, interruptions, picture squeezing or re-sizing, dubbing, scrolling or ticker tape, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions blacking out, substituting or any other modification, except as authorized by NDTV hereunder and for any EPG / programme related information, interactive service or platform related functionality.

14.2 The DPO 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 NDTV Channels except as authorized by NDTV.

14.3 The DPO shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the NDTV Channels for any purpose whatsoever. The DPO undertakes not to copy and / or store any content available on any of the NDTV Channels on any storage device in any medium.

14.4 The DPO may, subject to the Applicable Laws, insert scrolls or text line messages that shall appear on the bottom of the screen in order to communicate with its Subscribers only in case: (i) where it is so required by any regulatory or Governmental authority; or (b) any change in its channel offerings or impending disconnection or any disruption in the supply of the NDTV Channels subject to the aforesaid scrolls or text line messages also appearing on the competitor channels in the respective genres on a non-discriminatory basis.

14.5 It is further agreed that the DPO shall not insert any independent advertising on the NDTV Channels and shall not superimpose or otherwise modify or alter in any manner any trademarks, channel marks, names, logos, or copyright appearing on the NDTV Channels. However, subject to the foregoing, the DPO 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 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. The DPO shall further ensure that the trademark, logo, name, watermark so inserted by it shall not be more prominent than the respective NDTV Channels' name, logo, marks, etc. and shall not obscure or overlay the NDTV Channels' logo, name, marks or any programme appearing on the NDTV Channels. NDTV reserves the right to alter the NDTV Channels, including the name and logo of the Channels and the programming exhibited on the NDTV Channels.

15. Termination

15.1 Either Party may terminate this Agreement by giving a prior written notice, subject to Applicable Law, to the other in the event of:

- a. Material breach of this Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so.
 - b. Immediately in the event of:
 - (i) Insolvency of the other Party, or if the other Party enters into an arrangement or composition with its creditor(s), or if a receiver of the other Party's assets is appointed; or if a resolution is passed by the board and shareholders of the other Party to wind-up its business and file for voluntary winding up before the court / tribunal.
 - (ii) The license, registration, approval or any other material permission necessary for the DPO to operate its Addressable System being revoked or surrendered or cancelled for any reason whatsoever at any time.
- 15.2 NDTV shall have the right to terminate this Agreement on written notice of 21 days to the DPO if:
- a. The DPO breaches any of the terms of this Subscription License Agreement.
 - b. NDTV discontinues the NDTV Channels with respect to all distributors in the Territory.
- 15.3 NDTV retains the right to terminate this Agreement, without assigning any reasons, by serving a notice of thirty (30) days to the DPO.
- 15.4 The DPO shall have the right to terminate this Subscription License Agreement on written notice to NDTV if the DPO discontinues its business and provides at least ninety (90) days' prior written notice.
- 15.5 The procedure for disconnection of signals of the NDTV Channels shall be subject to provisions contained in the Interconnection Regulations dated 3 March 2017 notified by TRAI, as amended from time to time.
- 15.6 In the event the IRD or Viewing Card are transferred to any other location in breach of this Subscription License Agreement, the Subscription License Agreement shall automatically terminate without prejudice to any other rights, entitlements, and remedies of NDTV under this Subscription License Agreement or Applicable Law.
- 15.7 NDTV shall have the right to disconnect the NDTV Channels provided to the DPO at any time by giving prior notice of twenty-one (21) calendar days, specifying the reasons for such disconnection.
- 15.8 The right of NDTV to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to NDTV under this Subscription License Agreement or Applicable Laws.
- Consequence of Termination
- 15.9 Upon expiration or termination of this Agreement, all rights granted to, and obligations undertaken by the Parties under this Agreement shall terminate immediately except:
- a. DPO's obligations to pay the License Fees accrued under the Subscription License Agreement upon or prior to expiration or termination of the Agreement.
 - b. The indemnity obligations of the Parties.

- c. The confidentiality obligations of the Parties.
- d. Such other rights as may accrue to the Parties under Applicable Laws.

15.10 In addition, the DPO shall forthwith:

- a. Cease to use the Intellectual Property Rights of NDTV and shall sign such confirmation of cessation of use of such Intellectual Property Rights as NDTV may require.
- b. Cease to provide or distribute / transmit the NDTV Channels to the Subscribers.
- c. Return the IRDs and Viewing Cards to NDTV.
- d. The DPO shall prepare and deliver to NDTV a final Subscriber Report relating to amounts due to NDTV forthwith.
- e. All promotional materials of NDTV and / or confidential Information which are in the possession of the DPO or under its control shall be returned to NDTV or be otherwise disposed of in accordance with NDTV's directions.

15.11 The expiry or termination of the Agreement shall be without prejudice to any rights, which have already accrued to either Party under the Agreement prior to the date of expiry or termination. The Parties shall immediately cease to make any representations that they are associated with each other in the Territory. The termination of the Agreement shall not absolve the DPO of its obligations and stipulations under the Agreement. Termination of this Agreement shall not affect any continuing obligations of each of the Parties, including any rights and obligations relating to indemnification and audit.

16. **Representations and Warranties**

16.1 Each Party represents and warrants to the other Party that:

- a. They are each duly incorporated and validly existing under Applicable Laws and have the full authority and all rights, licenses, permissions, and approvals necessary to perform its obligations under this Subscription License Agreement.
- b. They will each individually comply with Applicable Laws to while discharging their respective obligations under this Subscription License Agreement.
- c. The execution of this Subscription License Agreement will result in legally binding obligations enforceable against each Party.

16.2 The DPO represents and warrants to NDTV that:

- a. Neither the DPO nor any director(s), officers(s), agents(s), employees(s), or any other persons(s) acting for or on behalf of the foregoing has: (a) offered, paid, promised to pay, or authorised the payment of any money or anything of value, to any government official or Governmental Authority or any political party or any third party for the purpose of influencing any act or decision of such Governmental Authority or political party or any third party in connection with its services or direct business to any person, in each case where such payment , offer or promise is prohibited under any Applicable Laws to which such entity is subject; and (b) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws.

- b. The DPO, its director(s), officer(s), agents(s), employees or any other person acting for or on behalf of the foregoing has complied and shall continue to: (a) comply with all applicable anti-bribery and anti-corruption laws and regulations; and (b) engage only in legitimate business and ethical practices in commercial operations, in relation to dealing with any governmental officials or government authorities or third parties pursuant to and in relation to this Subscription License Agreement.
- c. For the Term of the Subscription License Agreement, the DPO shall be in compliance with Applicable Laws including the Quality of Service Regulations prescribed under Applicable Laws.
- d. It shall not cause exhibition of the NDTV Channels via any medium other than the Addressable System.
- e. The DPO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration as a precondition to receiving the NDTV Channels.
- f. It has obtained all necessary rights, licenses, and permissions relevant to distribution of the NDTV Channels and has submitted the documents set out in Schedule IV at the time of execution of this Subscription License Agreement.
- g. The DPO has not received any written notice from any Governmental Authority with respect to any violation of any Applicable Laws and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to this Subscription License Agreement being revoked, varied, cancelled, suspended or not renewed.
- h. The DPO is financially solvent and is capable of discharging its payment obligations under this Subscription License Agreement.
- i. It shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of NDTV and shall not remove or shift any Equipment without the prior written consent of NDTV. The DPO shall allow authorized employees or agents of NDTV, free access to the IRD/Viewing Card(s) to check whether the IRD/Viewing Card(s) is being properly used.
- j. It shall not shift, remove, modify, misuse or tamper with the Equipment used to including the paper seal to prevent opening of 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.
- k. The obligations of the DPO under this Subscription License Agreement are integral and necessary for protecting the value of the NDTV Channels and the content of the NDTV Channels.
- l. The DPO has carefully read the terms of this Subscription License Agreement and has evaluated all considerations relating to the Subscription License Agreement by the DPO to the terms of this Subscription License Agreement, and the DPO has such knowledge and experience in financial, business and industry matters that it is capable of evaluating the merits and risks of agreement to the terms of this Subscription License Agreement.
- m. The DPO has consulted and obtained advice from its own advisers, including legal, financial, tax and technical advisors and experts, as to all matters,

including all obligations of the DPO, under this Subscription License Agreement and on that basis believes that the terms of this Subscription License Agreement are suitable and appropriate for the DPO.

17. Indemnity and Limitation of Liability

17.1 DPO shall, to the maximum extent permitted by Applicable Laws, indemnify, defend, and hold harmless NDTV and its parent, officers, directors, employees and agents against and from any and all third-party claims, including claims made by Subscribers, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the DPO of any provision in this Subscription Licensing Agreement.

17.2 NDTV shall not be liable to the DPO, any Subscriber or to any third party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Subscription License Agreement or the provision of the NDTV Channels or inability to provide the same whether or not due to suspension, interruption or termination of the NDTV Channels or for any inconvenience due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. Notwithstanding anything contained herein to the contrary, the aggregate liability of NDTV to the DPO in connection with or arising out of this Subscription License Agreement shall be limited to the License Fees for the last month actually paid by the DPO to NDTV.

17.3 The DPO undertakes that it shall be solely responsible for dealings with the Subscribers or and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of DPO, and shall not have any claim against NDTV.

18. Excluded Damages

18.1 To the maximum extent permitted by law, in no event will NDTV be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of or that relate in any way to this Subscription License Agreement or its performance. This exclusion will apply regardless of the legal theory upon which any claim for such damages is based, whether NDTV had been advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail of its essential purpose.

19. Confidentiality

19.1 The Parties agree that the terms of this Subscription License Agreement and all other related information exchanged between the Parties is confidential in nature and each Party agrees not to disclose these terms or other information to any third party, except (i) to its professional advisers for the purpose of seeking advice or enforcing its rights in connection with this Subscription License Agreement; or (ii) where such disclosure is required to be disclosed by law, regulatory authority, stock exchange requirement or pursuant to a judicial order. The DPO shall not make any announcement relating to this Subscription License Agreement, any matter arising in respect of this Subscription License Agreement or its relationship with NDTV, without the prior written consent of NDTV. The form and content of any such announcement shall be consented and agreed to by NDTV. This clause will survive termination of this Subscription License Agreement for any reason whatsoever including the conclusion of the Term.

20. **Governing Law and Jurisdiction**

20.1 The Parties agree that this Subscription License Agreement is governed and construed under the substantive Laws of India. The Parties agree that the TDSAT and Courts of Delhi shall have the exclusive jurisdiction to entertain any dispute arising out of or in connection with this Subscription License Agreement.

21. **Force Majeure**

21.1 In the event that either Party cannot perform its obligations under this Subscription License Agreement for a period more than forty-five (45) days due to a Force Majeure Event, then NDTV shall be entitled to terminate this Subscription License Agreement forthwith by providing 30 days' notice.

22. **Miscellaneous**

22.1 Amendment: No amendment / variations / modifications to this Subscription License Agreement shall be valid unless agreed to in writing and signed by the authorized signatories of each Party.

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

22.3 Notices: All notices must be in writing sent, during working hours, by personal delivery or courier or registered post or email to such address of NDTV and the DPO as first set out in this Subscription License Agreement, unless otherwise notified in writing by either Party. Notices of breach or termination to NDTV must also be addressed to NDTV's Legal Department via email on legal@ndtv.com. A notice will be deemed to have been received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the 2nd business day when sent by courier; and (c) fifth business day when sent by registered post.

22.4 Assignment: Each Party may assign the whole or part of its rights and obligations under this Subscription License Agreement to any of its affiliates provided that the prior written consent of the other Party is obtained.

22.5 Counterparts: This Subscription License Agreement may be executed in counterparts, each of which taken together shall constitute one and the same agreement, and any party may enter into this Subscription License Agreement by executing a counterpart. Any signature delivered by electronic mail shall be deemed for all purposes as being good and valid execution and delivery of this Subscription License Agreement by that Party. The delivery of the signed Subscription License Agreement or counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the Subscription License Agreement or counterpart in person.

22.6 Entire Agreement: This Subscription License Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and there are no further or other promises, representations, warranties or agreements or understandings, whether written or oral, except as contained herein. This Subscription License Agreement cannot be modified in any way except in writing signed by the Parties.

- 22.7 Relationship between the Parties: Nothing in this Subscription License Agreement will be construed as creating partnership, joint venture, agency, or employment between the Parties. The Parties shall not be responsible for the acts or omissions of the other and neither Party shall have nor represent that it has any power authority to speak for, represent, bind or assume any obligation on behalf of the other Party in any way without the prior written consent of the other Party.
- 22.8 Severability: If any provision in this Subscription License Agreement is determined by a court of competent Jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.
- 22.9 Survival: The Parties shall have no further obligations or rights under this Subscription License Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Subscription License Agreement, the survival of which is necessary for the interpretation or enforcement of such provisions and the Subscription License Agreement, shall continue to have effect after the end of the Term.
- 22.10 Remedies: All rights and remedies of either Party hereto are cumulative of each other and of every other right or remedy such Party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

SIGNED AND DELIVERED FOR AND ON BEHALF OF NEW DELHI TELEVISION LIMITED

Signature:

Name:

Designation:

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE DISTRIBUTION PLATFORM OPERATOR:

Signature:

Name:

Designation:

Schedule I

(Defined Terms)

Active Subscriber means a Subscriber who has been authorized to receive signals of NDTV Channels as per the CAS of the DPO and whose set top box has not been denied signals.

A la carte with reference to offering of a television channel means offering the channel individually on a standalone basis.

Addressable System means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the Subscriber within the limits of the authorization made, on the choice and request of such Subscriber, by the distributor of television channels.

Applicable Law means at a time and from time to time: (i) any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other Governmental restriction of any applicable country or jurisdiction; or (ii) any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any statutory or regulatory authority.

Authorized Area shall mean such selected areas of the Registered Area where the DPO is being authorized under this Subscription License Agreement to distribute the NDTV Channels as more specifically set out at **Schedule II**.

Bouquet means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly. **Bouquet of NDTV Channels** for the purpose of this Subscription License Agreement shall mean NDTV's Bouquet of Channels as mentioned under **Schedule VI** hereto, which may be amended from time to time.

Carriage Fee means any fee payable by a broadcaster to a distributor of television channels only for the purpose of carrying its channels through the distributor's network, without, specifying the placement of such channels onto a specific position in the electronic programme guide or seeking assignment of a particular number to such channels.

CAS shall mean the conditional access system maintained by the DPO in accordance with the Interconnection and Tariff Regulations and the terms of this Subscription License Agreement, which shall have the ability to authorize, provide and deny specific NDTV Channels, data, or information to paying Subscribers and which meets the requirements set out under **Schedule III** of this Agreement.

Distribution Fee means any fee payable by a broadcaster to a distributor of television channels for the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to Subscribers and it does not include Carriage Fee.

Distribution Platform Operator shall have the meaning ascribed at paragraph 2 of the Preamble of this RIO.

DRP means distribution retail price.

Due Date shall have the meaning ascribed at clause 5.6 of the Subscription License Agreement.

EPG means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows Subscribers to navigate and select such available channels and programmes.

Equipment shall mean any and all hardware/software and other devices, including the IRDs and the Viewing Cards.

Fingerprinting means exercises where code numbers are made overtly to appear on the screen of a television and / or covertly in the signals of the channels that enables identification of the smart card being used to access such signals.

Force Majeure Event shall mean any act, cause, contingency or circumstance beyond the control of the Parties, as the case may be, including, without limitation, any governmental action, order from court or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, fire, public disaster, pandemic public transportation dispute, satellite failure or transponder failure.

Free-to-air channel means a NDTV channel which is declared as such by NDTV, from time to time, and for which no fee is to be paid by the DPO to NDTV for signals of such channels.

Incentive Scheme shall mean the LCN Incentive offered by NDTV to DPO on MRP of the NDTV Channels and / or Penetration Incentive offered by NDTV to DPO on MRP of the subscribed a-la-carte NDTV Channels, as are set out at clause 5.4 of this Subscription License Agreement, subject to the DPO complying with all the terms and conditions of the selected Incentive Scheme to qualify for the applicable incentive(s) as set out under this Subscription License Agreement.

Intellectual Property shall mean and include, without limitation: (i) all rights, title and interest in the programming on the NDTV Channels; (ii) the NDTV Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the NDTV Channels; and (iii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the NDTV Channels.

Interconnection and Tariff Regulations shall have the meaning ascribed at paragraph 1 of the Preamble of this RIO.

IRD shall mean Integrated Receiver Decoder required for downlinking and accessing the NDTV Channels.

LCN means Logical Channel Number.

License Fee shall have the meaning ascribed at clause 5.1 of this Subscription License Agreement.

NDTV Channel Marks shall mean trade names, trademarks, logos and service marks (i) used by NDTV and/or its affiliates from time to time in connection with its services; or (ii) owned by NDTV, its affiliates and rights holders in connection with the NDTV Channels.

NDTV Channels shall have the meaning prescribed at paragraph 4 of the Preamble to this RIO more specifically set out at **Schedule VI**, which are offered A la carte or as Bouquet of Channels.

Piracy shall have the meaning ascribed at clause 12.1 of this Subscription License Agreement.

Registered Area shall mean such areas as more specifically set out at **Schedule II**.

Rights shall have the meaning ascribed at clause 3.1 of this Subscription License Agreement.

RIO means Reference Interconnect Offer defined under the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017.

Security Systems shall have the meaning ascribed at clause 12.1 of this Subscription License Agreement.

Set Top Box means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels.

SMS shall mean the subscriber management system maintained by the Distribution Platform Operator in accordance with the Applicable Laws.

Subscriber shall have the meaning ascribed at Recital C of this Subscription License Agreement. For purposes of clarity, where two or more connections in a private residential household or a private residential unit receive the channels, each such additional connection shall be accounted for and referred to as separate Subscriber under this Subscription License Agreement.

Subscriber Report shall mean the format provided by NDTV as set out at **Schedule V**, generated only through SMS and CAS.

TDSAT means the Telecom Disputes Settlement and Appellate Tribunal.

Technical Auditor shall have the meaning ascribed at clause 12.2 of this Subscription License Agreement.

Technical Audits shall have the meaning ascribed at clause 12.2 of this Subscription License Agreement.

Term shall have the meaning ascribed at clause 2.1 of this Subscription License Agreement.

TRAI means the Telecom Regulatory Authority of India.

Viewing Cards means the viewing card supplied by NDTV and which is to be used in conjunction with the IRD for the Distribution Platform Operator to access and decode each NDTV Channel.

Schedule II

(Territory)

Authorized Area (please provide complete details):

It is hereby clarified that it shall be permissible for the DPO to distribute subscribed NDTV Channels beyond the Authorized Area, by giving a written notice to NDTV, addressed to the designated person for that area/Territory named herein above and subject to receiving written confirmation from NDTV in this regard. The distribution of subscribed NDTV Channels in such additional area can be done by the DPO after 30 (Thirty) days from the date of receipt of such written confirmation from NDTV and the said notice shall be deemed to be an addendum between the Parties for additional area to be serviced by the DPO and the term of this Agreement shall automatically apply to such additional area, provided that such area fall within:

- (i) The Registered Area of operations for the DPO, and/or
- (ii) The State or Union Territory in which the DPO has been permitted to distribute the signals of Subscribed Channels under this Subscription License Agreement.

Schedule III
(Addressable System Requirements)

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

A. CAS Mandatory Requirements

1. **Time Stamping:** All logs shall be stamped with date and time. The system shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.
2. **Activation and Deactivation:** No access/login IDs/user interface/application shall be provided to the distributor of television channels to execute any commands, including but not limited to, activation/de-activation, bouquet creation/modification/deletion, etc., directly from CAS by bypassing SMS:

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

3. **SMS and CAS Integration:** Each instance of the activity carried out at SMS pertaining to CAS shall be recorded in the logs/reports of CAS, along with date and time stamp.
4. **Set Top Box (STB) Operation:** Upon deactivation of any subscriber from the SMS, all program/services, including all free- to-air (FTA) and pay channels and platform services, shall be denied to that subscriber:

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

5. **Channel Addition:** CAS shall be capable to add/modify channels/bouquets as may be required from time to time.
6. **Logical Channel Number (LCN):** CAS shall not support carriage of channel with same name or nomenclature in the distributor's network served by each headend under more than one LCN, and another channel descriptor. Further, each channel available in CAS shall be uniquely mapped with channels available in SMS.
7. **Hybrid STB:** In case a distributor of television channels has deployed hybrid STBs, CAS shall ensure that the over-the-top (OTT) App does not get access to the linear Television channels, and the CAS does not get access to channels delivered through OTT platform:

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

8. CAS Reports:

- (a) CAS database shall have the reports of whitelist of card/STBs along with details such as active/inactive status, with the date and time stamp.
- (b) CAS system shall be capable of generating reports pertaining to the channel/bouquet subscriptions and active/deactivated subscribers, or any combination thereof; of sharing the same with SMS as a scheduled activity, and also upon request, including, but not limited to, the following details:

- (i) STB Number

- (ii) Viewing Card (VC) Number [or, in case of card-less CAS, chip identification (ID) or virtual card number of the STB]
 - (iii) Product Code pertaining to channels/ bouquets available on the platform
 - (iv) Start date of entitlement
 - (v) End date of entitlement
 - (vi) Status of card (Active/Inactive)
- (c) It shall be possible to generate following reports from the logs of CAS:
- (i) STB-VC pairing/de-pairing
 - (ii) STB activation/deactivation
 - (iii) Channel assignment to STB
 - (iv) Report of the activation/deactivations of a particular channel for a given period

9. CAS Database and tables:

- a) There shall not be any active unique subscriber outside the database tables. Further, there shall not be an option to split CAS database for creation of more than one instance by a DPO or a vendor.
- b) CAS must support the following options with reference to uploading of unique access (UA)/ viewing card (VC) details in CAS database:
 - (i) a secure un-editable file of card details, as purchased by the distributor, to be uploaded by the CAS vendor on the CAS Server directly, or,
 - (ii) if it is uploaded in any other form, UA/VC in CAS database shall be captured in logs.
 - (iii) Further, CAS shall support an automated, application programming interface (API)-based mechanism to populate such UA/VC details in the SMS, without any manual intervention.

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

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

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

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

12. CAS-STB addressability:

- (a) CAS shall be capable of providing STB/viewing card information with the current date, time, and name/logo of the distributor of television channels.
- (b) CAS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

- (c) CAS shall be capable of tagging and blacklisting VC numbers and STB numbers that are involved in piracy, to ensure that such STB/ VC cannot be redeployed.
- (d) CAS shall be capable of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

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

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

- 14. Provision of à-la-carte channels or bouquet:**

- (a) CAS (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.
- (b) CAS (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.

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

- 16. Finger printing measures:**

- (a) CAS shall support both covert and visible types of finger printing functionality.
- (b) The fingerprinting shall be on the topmost layer of the video.
- (c) The fingerprinting shall appear on the screen in all scenarios, such as menu, electronic programme guide (EPG), settings, blank screen, games, etc.
- (d) The fingerprinting shall not get invalidated by use of any device or software.
- (e) CAS shall have the capability to run fingerprinting at regular intervals (e.g., minimum of 2 fingerprints per hour on a 24x7x365 basis) and provide broadcasters with the fingerprint schedule on request.
- (f) The fingerprinting shall be available on global as well as on individual STB basis.

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

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

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

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

- (a) The entitlement end date in CAS shall be equal to the entitlement end date in SMS, or,
- (b) The entitlement end date in CAS shall be open and SMS shall manage entitlements based on the billing cycles and payments.

SMS Mandatory Requirements

1. **Synchronization of the data of both CAS and SMS:**
 - (a) CAS and SMS data shall be synchronized with each other. There shall be a facility to trace data mismatch between CAS and SMS on periodic basis, to be made available during audits.
 - (b) SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:
 - (i) STB No.
 - (ii) VC No. (Or in case of card-less CAS, chip ID or virtual card number of the STB)
 - (iii) Product Code pertaining to à-la-carte channels and bouquets available on the platform
 - (iv) Start Date of entitlement
 - (v) End Date of entitlement
 - (vi) Status of card (Active/Inactive)
 - (c) The file output of CAS shall be processed by SMS system to compare and generate a 100% match or mismatch error report.
2. **Channel/Bouquet management:** SMS shall support the following essential requirements:
 - (a) Create and manage all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc.
 - (b) Manage changes in the channel/bouquet, as may be required, from time to time.
 - (c) Link the products' IDs for à-la-carte channels and bouquets (Single and Bulk) created in CAS with the product information being managed in SMS, for smooth working of SMS and CAS integration.
 - (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).
3. **Network Capacity Fee (NCF) Policy Creation:** SMS shall support all Network Capacity Fee related requirements mandated by the applicable tariff order.
4. **Bill/Invoice Generation:** SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, Pay Channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB (if any), other applicable charges, including Goods and Services Tax (GST).
5. **Password Policy Creation for Users:** SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof.
6. **Management of Logs:**
 - (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event.

- (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log.
 - (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs.
 - (d) The logs shall be maintained for a period as specified in Schedule III or at least two audit cycles, whichever is later.
7. **Channel subscription report:** SMS shall be able to provide the total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions.
8. **SMS Database and tables:**
- (a) There shall not be any active unique subscriber outside the database tables.
 - (b) SMS shall not provide an option to split SMS database or for creation of more than one instance.
 - (c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator.
 - (d) SMS shall be capable of capturing the following information required for audit or otherwise:
 - (i) Bouquet à la carte status change history
 - (ii) Bouquet composition change history
 - (iii) Change in status of connection (primary to secondary and vice versa)
9. **Firewall Access:** SMS shall be accessed through a Firewall.
10. **STB-VC pairing:** STB and VC shall be paired from the SMS to ensure security of channel.
11. **SMS-STB addressability:** The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.

CAS Desirable Requirements:

1. **Message Queue:**
- (a) In the event of unsuccessful transmission of messages due to network failure (*for instance*, due to power failure), the head-end should have an option to queue up the messages. Further, there should be a provision to retry them at specified intervals using additive back off retrieval timings.
 - (b) In the event of unsuccessful deliveries of the messages, the life of the messages should be specifiable.
2. **Geographical Blackout:** CAS shall have the feature of geographical blackout.
- Explanation 1:* Geographical blackout is the ability of CAS to blackout a particular region based on the postal index number (PIN) Codes [Geographic Area Code], if required by government agencies or for other reasons.
3. **After-Sales Service Support:** The required software and hardware support should be available to the distributor of the television channels' installations from the CAS vendor's

support teams located in India. The support should be such as to ensure the CAS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime.

Explanation 1:

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

SMS Desirable Requirements

1. Data Verification:

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

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

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

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

a. Subscriber related:

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

b. LCO related:

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

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

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

d. **STB/Smartcard related:**

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

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

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

- (a) List of à-la-carte channels and bouquets, digital headend (DHE) and Zone-wise: Provision to support/manage Zone/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in CAS.
- (b) Revenue Sharing Between DPO and LCO: Provision to define and calculate DPO and LCO revenue share separately for distribution fee as well as for NCF, as per the agreement executed between them, with the option to maintain historical information can be very useful and is desirable.
- (c) LCO invoicing with GST: Provision to generate invoicing under multiple GST registration numbers of LCO's and to comply with GST invoicing norms as applicable.
- (d) Product(à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans.
- (e) Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm.
- (f) Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription.
- (g) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc.
- (h) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs.
- (i) Token-number-based reports: Provision to download multiple generated reports with the

help of token number, such as audit reports with different intervals.

- (j) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.
- (k) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
- (l) Generation of Reports: Provision to generate the following reports for operational purpose:
 - (i) All, selective and single boxes' current status with their first-time activation date.
 - (ii) Total number of à-la-carte channels and bouquets and STB expiring detail till given future date on the dashboard, according to the permission.
 - (iii) Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission.
 - (iv) Total active and inactive subscriber's details with multiple criteria (network-wise, à-la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).

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

Explanation 1:

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

Schedule IV

(Relevant Documents)

1. Constitution Documents – (Partnership Deed, Certificate of Incorporation etc. and a list of partners/Directors along with their Identity & Address proof);
2. Name of the contact person/authorized representative, identity proof and email address;
3. Copy of the resolution passed by the board of directors of the DPO or an authority letter from the DPO authorizing to execute this Agreement on behalf of the DPO;
4. Copy of the valid GST registration certificate;
5. Copy of the valid PAN Card;
6. Copy of the valid registration/License issued by the requisite authority to the DPO for running its authorized distribution network or cable network in the Territory;
7. Copy of the Entertainment Tax Registration Certificate, clearly indicating the Entertainment Tax Number;
8. CAS declaration from the DPO's conditional access vendor;
9. SMS declaration from the DPO's SMS vendor;
10. Details of head-end, CAS and SMS deployed by the DPO;
11. Copy of the auditor's report in compliance with Schedule III and/or Schedule X (as the case may be) & Schedule IX of the Interconnection Regulations, 2017; and
12. Any other document as may be reasonably requested by NDTV.

Schedule V
(Subscriber Report)

A. Monthly subscription reports of channels or bouquets to provided by the DPO to NDTV.

Reported Month: _____ Year: _____

Date of generation of Report: _____

Date of submission of Report by the DPO: _____

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

Table 1- Monthly subscription for a-la-carte channels

Sl.	Name of the channel	Number of unique Active Subscribers of the Subscribed Channel on 7 th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 14 th day of the month	Number of unique Active Subscribers of the Subscribed Channel on 21 st day of the month	Number of unique Active Subscribers of the Subscribed Channel on 28 th day of the month	Monthly average subscribers of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)=[(3)+(4)+(5)+(6)]/4
1.						
2.						

Table 2- Monthly subscription for bouquets of pay channels

Sl.	Name of the Subscribed bouquet	Name of Subscribed Channels forming part of Subscribed Bouquet	Number of unique Active Subscribers of the Subscribed Bouquet on 7 th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 14 th day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 21 st day of the month	Number of unique Active Subscribers of the Subscribed Bouquet on 28 th day of the month	Monthly average subscribers of the Subscribed Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4
1.							
2.							

Schedule VI

(MRP of NDTV Channels and Bouquets)

A-la-carte Pay Channels along with their MRP (W.E.F. 01st February, 2025)

Sl. No.	Name of Channel	MRP (In INR)
1.	NDTV 24x7	Rs.3.5
2.	NDTV Profit	Rs.1.5
3.	Good Times	Rs.1.5

NDTV reserves its right, subject to Applicable Laws, to revise the maximum retail price of the NDTV Channels payable per the Subscriber per month as set out above. Upon such revision, the DPO unconditionally undertakes to pay the revised License Fee pro-rata from the Effective Date of such revision.

Free-to-Air Channels along with their MRP (W.E.F. 01st February, 2025)

Sl. No.	Name of Channel	MRP (In INR)
1.	NDTV Rajasthan	NA
2.	NDTV MP/CG	NA
3.	NDTV Marathi	NA
4.	NDTV India	NA

Bouquets of Pay Channels:

Sl. No.	Package Name	Channels	MRP (In INR)
1.	NDTV Ultra	NDTV 24x7, NDTV Profit and Good Times	Rs. 4.5
2.	NDTV North Life	NDTV 24x7 and Good Times	Rs.4
3.	NDTV English Info	NDTV 24x7 and NDTV Profit	Rs.3.5

The DPO agrees and acknowledges that:

1. The rates set out herein are applicable on a 'per Subscriber per television set per month' basis;
2. The rates are exclusive of taxes and other levies which will be charged over and above the License Fee.

Schedule VII

(Incentive Scheme)

NDTV is offering certain incentives to all DPOs who avail the channels in A la carte or Bouquet(s). The DPO shall be eligible to avail the incentives, upon specifically opting in and selecting/ ticking the relevant incentive as set out hereunder, and subject to the DPO meeting each of the eligibility criteria as stated under Clause 5.4 of this Subscription License Agreement, strictly in the manner, sequence and as per conditions set forth hereunder.

- (a) Incentive will be applicable on Bouquet MRP, if DPO selects the Bouquet(s) of Channels.
- (b) Incentive will be applicable on A la carte MRP, if DPO selects the Channels on A la carte basis.

INCENTIVE PARAMETERS

A. Based on LCN

Channels	% LCN Incentive
NDTV 24x7	3%
All 3 channels (NDTV 24x7, NDTV Profit and Good Times)	5%

B. Based on Penetration

Channels	% Penetration Incentive
NDTV 24x7	5%
All 3 channels (NDTV 24x7, NDTV Profit and Good Times)	10%

Channel	LCN	Genre/Language	Competing Channels	Market	PenetrationLevel
NDTV24x7	Top 2	News & Current Affairs/English	Times Now, India Today Television, Mirror Now, CNN News 18, WION and channels of similar language and genre/sub-genre	All India	In parity with all competing channels
NDTV Profit	Top 3	News & Current Affairs/English	ET Now, CNBC TV 18, BTVi and channels of similar language and genre/subgenre	All India	In parity with all competing channels
Good Times	Top 5	Infotainment / English, Hindi	Fox Life, TLC, Travel Xp, Living Foodz and channels of similar language and genre/sub-genre	All India	In parity with all competing channels

Schedule VIII

(Equipment)

Issued to : _____

Address: _____

Telephone No. : _____

Hardware Details:

Channels	IRD No.	Viewing Card No.

Received By : _____

Signature : _____

Issued By : _____

Signature : _____

Date :

Schedule IX

(Scope of Audit)

The scope of audit shall include the access to all the following (to the extent applicable on the DPO):

Head End Audit

- The DPO should provide Complete Network Diagram of its Head End for Audit and Auditing Purpose.
- The DPO to submit & confirm the no. of MUXs (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of Head End and analysis of TS stream from the MUX.
- All TS from MUX should be encrypted for.
- The DPO to ensure that its Network Watermark logo is inserted on all pay channels at encoder end only.

CAS Audit

The DPO to provide all below information correctly;

- Make & version of CAS installed at Head End.
- CA system certificate to be provided by the DPO.
- CAS version installed should not have any history of hacking, certificate from CAS vendor required.
- CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.
- CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/OSD.
- CAS should be able to generate active/deactivate report channel wise/package wise.
- STB's and cards to be uniquely paired from the DPO before distributing the box down the line / LCO.
- All LCO's should be paired with unique system ID.
- The DPO to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to Authorized Representative by means of a fresh undertaking.
- Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by the DPO. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- The DPO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Package/product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.

Sr. No	Name of Package/ Bouquet	Name of Channel	Genre	Language	Channel LCN Number	LCN Rank	Slab

1. SMS Audit

- All product authorization must be from SMS only. SMS and CAS should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - Unique Customer Id
 - Subscription Contract number
 - Name of the subscriber
 - Billing Address
 - Installation Address
 - Landline telephone number
 - Mobile number
 - Email address
 - Service/Package subscribed to
 - Unique STB Number
 - Unique VC Number
- SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
- Location of each and every set top box VC unit.
- The SMS should be capable of giving the reporting at any desired time about:
 - The total number subscribers authorized
 - The total number of subscribers on the network
 - The total number of subscribers subscribing to a particular service at any particular date.
 - The details of channels opted by subscriber on a-la-carte basis.
 - The package wise details of the channels in the package.
 - The package wise subscriber numbers.
 - The ageing of the subscriber on the particular channel or package

- The history of all the above mentioned data for the period of the last 2 years
- Following parameter should be validated during the audit:
 - Review Complete Network Diagram
 - Undertaking from the DPO for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
 - Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also, confirmation with respect to history of hacking.
 - Check the number of MUXs installed with active TS outputs. Also, whether all TS from MUX are encrypted.
 - Review whether Live diagram / fiber details of network are captured in SMS system
 - To check if DPO specific coding / ID is available for Finger Printing.
 - Confirm whether watermarking network logo for all pay channels are inserted at encoder end only.
 - Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
 - Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
 - i. Unique Subscriber ID
 - ii. Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - iii. Hardware details
 - Review the subscribers activation/ de-activation history in the SMS system
 - Validate if the SMS is integrated with the Conditional Access system.
 - Review if all the active and de-active STBs are synchronized in both SMS and CA system.
 - Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
 - Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
 - Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
 - Validate if the LCO is attached to a Subscriber
 - Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels.
 - Review the various packages programmed in the Systems with respect to the

subscriber reports submitted to Authorized Representative.

- Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
- Review of the following reports are supported by SMS & CA System
 - Total no of Subscribers - active & de-active separately De-active subscribers with ageing Channel wise Subscribers - total Channel wise Subscribers - split by package / channel details
 - Subscriber/Revenue Reports by State/City
 - No of packages/services offered
 - List of channels
 - Channels along with Rate Card Options offered with details of active Subscribers Historical data reports
 - Free / demo Subscribers details
 - Exception cases - active only in SMS or CA system

STB Audit

- All STB should be individually paired in advance with unique smart card at central warehouse of the DPO before handing over to the subscriber
- The DPO to provide details of manufacturers of STBs being used / to be used by it (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- The DPO should provide one set of all type/model of boxes for testing and monitoring purpose. All STBs used by the DPO should be certified and diploma by their CAS vendor.
- Forensic watermarking to be implemented on the DPO Head End & STBs. ECM/EMM base Forced messaging full screen and ticker mode should be available. All the STBs should have embedded Conditional Access.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head End.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability. The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.

- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade. The STB outputs should have the following copy protections
 - Macro vision 7 or better on Composite video output.
 - Macro vision 7 or better on the Component Video output.
 - HDCP copy protection on the HDMI & DVI output.
 - DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
- Types of boxes launched / to be launched:
 - Vanilla STB
 - DVRSTB
 - Others (please specify)
- Please furnish STB details as following:
 - Open Standards or Proprietary?
 - Audio Video and Data I/O Configuration?
 - Local Storage?
 - Smart Card?
 - PVR Functionality?
 - Tamper Resistance?
 - Copy Protection? Please provide the details.
 - Are the STB's interoperable?
 - Interface to Other Devices?
- DVR / PVR STB should be compliance of following;
 - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - Recorded content should be encrypted & not play on any other devices.
 - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.

Distribution Network Audit

- The DPO should provide below information in detail;
 - Fiber network and PIT information on Geo Map.
 - Service area to be defined.

- Details of LCO connected.
- DAS area to be defined.

Commercial Audit

- Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.
- Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
 - Customer acquisition
 - Provisioning of the subscriber in authentication, billing and SMS system •
Scheme / package change request process
 - Customer Retention process, if any
 - Deactivation and churn process
- Understand/ Verify the various schemes / packages being offered to customers
 - Obtain details of all approved schemes / packages and add on which are being offered to the customers
 - Interactions with the DPO's marketing and sales team on how various channels are being marketed
 - Any special marketing schemes and promotions
 - Details of the consumers subscribing to the various schemes, packages, including demo/ free/ complimentary/ testing/ promotional subscribers.
- Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
 - Generation of reports for subscriber declaration for channels / bouquets
 - Any reconciliations / checks /adjustments carried out before sending the declarations
 - Analyze declaration reports on a sample basis:
 - Reconciling the declaration figures with base data from various systems (SMS / Provisioning/ Billing and Authentication systems)
 - Analyze the computation of average subscribers
 - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
 - Analysis of the following : -
 - Input and change controls of customer data into SMS
 - SMS user access controls - authentication, authorization and logging

- Analyze system logs to identify any significant changes or trail of changes made
- Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
- Review the system logic for the reports which are inputs to Broadcaster declarations
- Channel allocation/fixation to a particular LCN/CDN
- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
- Sample of activation and deactivation request logs
- Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
- Confirmation of the numbers on the middle of the month on any random chosen dates (report to be taken in front of the auditors/ rep)
- Live Demo of the queries being put in to the system to generate different reports.
- Similarly, list of head-ends of the DPO providing services to DAS areas and for such head-ends
- In case of multiple CAS being used by the DPO, to understand synchronization between multiple CAS and SMS

Digital Rights Management System Requirements

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

(A) DRM REQUIREMENTS IN SO FAR AS THEY RELATE TO SUBSCRIBER MANAGEMENT SYSTEMS (SMS) FOR IPTV SERVICES:

SI. No.	Proposed DRM requirements for SMS
1.	<p>There shall not be any data mismatch between DRM and SMS. Maximum mismatch based on subscription base may be allowed as mentioned below:</p> <ul style="list-style-type: none"> (1) Must be less than 0.20% for subscriber base up to 100000 subs (0 to 200 for subscriber base of up to 100000) (2) Must be less than 0.04% for subscriber base up to 1000000 subscribers (0 to 400 for subscriber base of up to 1000000) (3) Must be less than 0.01% for subscriber base above 10000000 subscribers (0 to 1000 for subscriber base of up to 10000000) <p>The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three audit cycles, or as per Schedule III whichever is later.</p>

2.	Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /unique consumer subscription or the customer premises equipment (CPE)/device.
3.	After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
4.	All activation and deactivation of STBs/unique consumer subscription shall be done in such a way that SMS and DRM are always integrated and synchronized on real time basis.
5.	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscription is reflected in the reports generated from the SMS integrated with the DRM and vice versa.
6.	DRM and SMS should be able to activate or deactivate services and/or STBs/unique consumer subscription of the subscriber base of the distributor within 24 hours.
7.	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
8.	<p>The SMS should be computerized and capable of recording all logs including information and data concerning the subscribers such as:</p> <ul style="list-style-type: none"> (a) Unique customer identification (ID); (b) Subscription contract number; (c) Name of the subscriber; (d) Billing address; (e) Installation address; (f) Landline telephone number; (g) Mobile telephone number; (h) E-mail address; (i) Channels, bouquets and services subscribed; (j) Unique STB number/unique consumer subscription ID attached to a specific unique MAC ID; (k) Unique VC number or MAC ID.
9.	<p>The SMS should be capable of:</p> <ul style="list-style-type: none"> (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/unique consumer subscription.

	<p>(b) Locating each and every STB/unique consumer subscription and VC/MAC ID installed at city and state level.</p> <p>(c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.</p>
10.	<p>The SMS should be capable of generating reports, at any desired time including about:</p> <p>(a) The total number of registered subscribers.</p> <p>(b) The total number of active subscribers.</p> <p>(c) The total number of temporary suspended subscribers.</p> <p>(d) The total number of deactivated subscribers.</p> <p>(e) List of blacklisted STBs/unique consumer subscription in the system.</p> <p>(f) Channel and bouquet wise monthly subscription report in the prescribed format.</p> <p>(g) The names of the channels forming part of each bouquet.</p> <p>(h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.</p> <p>(i) The name of a-la carte channel and bouquet subscribed by a subscriber.</p> <p>(j) The ageing report for subscription of a particular channel or bouquet.</p>
11.	<p>The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24*7 basis throughout the year.</p>
12.	<p>DPO shall declare the details of the DRM and the SMS deployed for distribution of channels.</p> <p>In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the broadcasters by the distributor.</p>
13.	<p>If there is active infrastructure sharing (as and when permitted by MIB) then, DPO shall declare the sharing of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same should be notified to the broadcasters by the distributor.</p>
14.	<p>SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below:</p> <p>(a) STB/unique consumer subscription Number (or in case of card-less system, chipID or MAC ID number of the STB)</p> <p>(b) Product Code pertaining to à-la-carte channels and bouquets available on the platform</p> <p>(c) Start Date of entitlement</p> <p>(d) End Date of entitlement</p> <p>(e) Status of STB/unique consumer subscription (active/Inactive)</p>

15.	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report.
16.	<p>Channel/Bouquet management: SMS shall, in synchronisation with DRM on real timebasis, support the following essential requirements:</p> <ul style="list-style-type: none"> (a) Create and manage relevant product ID for all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc. (b) Manage changes in the channel/bouquet, as may be required, from time to time. (c) Link the Products IDs for à-la-carte channels and bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. <p>Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).</p>
17.	Network Capacity Fee (NCF) Policy Creation: SMS shall support all NCF related requirements mandated by the applicable tariff order.
18.	Bill/Invoice Generation: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, pay channels charges (with clear itemized details of à- la-carte channel cost and bouquet costs), rental charges for STB/unique consumer subscription (if any), other applicable charges, including Goods and Services Tax (GST).
19.	<p>Management of Logs:</p> <ul style="list-style-type: none"> (a) SMS shall have the facility to provide user detail logs with the ID of users on eachlogin event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow alteringor modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule III or at least threeaudit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide broadcaster wise total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.
20.	<p>SMS Database and tables:</p> <ul style="list-style-type: none"> (a) There shall not be any active unique subscriber outside the database tables declaredby the Vendor. (b) SMS shall not provide an option to split SMS database or for creation of more thanone instance. (c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the

	<p>distributor platform operator.</p> <p>(d) SMS shall be capable of capturing the following information required for audit or otherwise:</p> <ul style="list-style-type: none"> i. Bouquet à la carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa)
21.	SMS shall be accessed through a Firewall
22.	STB/unique consumer subscription and MAC ID shall be paired from the SMS to ensure security of channel (applicable for DRM with pairing facility).
23.	The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB/unique consumer subscription bySTB/unique consumer subscription basis.
24.	SMS should have a facility to carry out monthly reconciliations of channels/a-la-carte and bouquet (with their respective ID created in SMS with DRM) and the variance report shouldbe available from the DRM and SMS logs and made available during audits.
25.	<p>SMS should have a provision of generating the following reports pertaining to STB/uniqueconsumer subscription/MAC ID.:</p> <ul style="list-style-type: none"> (a) Whitelist of STB/unique consumer subscription /MAC ID along with active/inactive status (b) Faulty STB/unique consumer subscription/MAC ID – repairable and beyondrepairable (c) Warehouse fresh stock (d) In stock at local cable operator (LCO) end (e) Blacklist (f) Deployed with activation status (g) Testing/demonstration STB/unique consumer subscription /MAC ID withlocation
26.	<p>Audit-related requirements:</p> <p>SMS should have the capability to capture below-mentioned information that may be requiredfor audit and otherwise:</p> <ul style="list-style-type: none"> (a) Subscriber related: <ul style="list-style-type: none"> (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/TemporaryDisconnected (iv) Subscription change history (b) Product (Bouquet/à-la-carte channel) related:

	<ul style="list-style-type: none"> (i) Broadcaster à-la-carte relation (ii) Bouquet name change history (iii) À la carte name change history (iv) Bouquet/à-la-carte channel rate change history <p>(c) STB/unique consumer subscription related:</p> <ul style="list-style-type: none"> (i) Change in location history <p>Change in status (Active/Damaged/Repaired/Replaced)</p>
27.	<p>User Authentication: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system</p>
28.	<p>SMS should have the provision to support the following additional requirements:</p> <ul style="list-style-type: none"> (a) List of à-la-carte channels and bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with the list available in DRM. (b) Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans. (c) Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm. Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. (d) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/unique consumer subscription activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc. (e) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group of STBs/unique consumer subscription. (f) Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals. (g) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc. (h) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).

	<p>(i) Generation of Reports: Provision to generate the following reports for operational purpose:</p> <ul style="list-style-type: none"> • All, selective and single boxes' current status with their first-time activation date. • Total number of à-la-carte channels and bouquets and STB/unique consumersubscription expiring detail till given future date on the dashboard, according to the permission. • Today's fresh activation count, de-activation count, re-activation count, à-la- carte channels and bouquets addition/ removal count on dashboard, according to the permission. • Total active and inactive subscriber's details with multiple criteria (network-wise, à la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).
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(B) DRM REQUIREMENTS FOR CONDITIONAL ACCESS BY SUBSCRIBERS AND ENCRYPTION FOR IPTV SERVICES

Sl. No.	Proposed DRM Requirements for conditional access by subscribers and encryption
1.	DPO shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis as compliance of this requirement.
2.	DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (all activations, deactivation, channel authorization/assignment and un-authorization / de-assignments and change in MAC ID/STB/unique consumer subscription). The DRM shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.
3.	DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /unique consumersubscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/unique consumer subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the channel.
4.	The SMS and the DRM should be integrated in such manner that activation and deactivation of STB/unique consumer subscription happen simultaneously in both the systems. <u>Explanation:</u> Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscriptions is reflected in the reports generated from the DRM.
5.	DRM deployed should be able to support two-way networks only.
6.	The DRM deployed should be able to support both carded as well as card-less STBs/unique consumer subscription for any provisioning.
7.	The DRM deployed should be able to generate, record, maintain independent reports and logs for verification purpose during audits corresponding to each command executed in

	<p>the DRM issued by the SMS integrated with the DRM for last three (3) years minimum. The reports must have date and time stamp. Proposed reports should include:</p> <ul style="list-style-type: none"> (a) Unique active STB/unique consumer subscription count as well as MAC ID wise on any desirable date (b) Unique bouquet/channel active for a specific STB/unique consumer subscription on any desirable date (c) MAC ID/User ID wise activation-deactivation report for service requests (d) Any alteration in bouquet and/or channels configured in DRM (e) Blacklist STB/unique consumer subscription report (desirable not mandatory feature) (f) Product code pertaining to channels/ bouquets available on the platform (g) Channel/bouquet authorization/assignment to STB/unique consumer subscription along with start date and end date of entitlement (h) STB/unique consumer subscription -VC pairing / de-pairing or User id- Mac-id Pairing /de-pairing (if applicable) in SMS/DRM (i) STB/unique consumer subscription activation / de-activation (j) Channels assignment to STB/unique consumer subscription (k) Report of the activations or the deactivations of a particular channel for a given period (l) The total number of registered subscribers (m) The total number of active subscribers (n) The total number of temporary suspended subscribers (o) The total number of deactivated subscribers (p) List of blacklisted STBs/unique consumer subscription in the DRM (desirable not mandatory feature) (q) Channel and bouquet wise monthly subscription report in the prescribed format. (r) The names of the channels forming part of each bouquet (s) The total number of active subscribers subscribing to a particular channel or bouquet at a given time (t) The name of a-la carte channel and bouquet subscribed by a subscriber (u) The ageing report for subscription of a particular channel or bouquet
8.	DRM deployed should be able to tag and blacklist the STB/unique consumer subscription in case of any piracy.
9.	DRM deployed should have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
10.	The DRM and SMS should be integrated in such manner that upon deactivation of any subscriber from the SMS, all program/services shall be denied to that subscriber.
11.	The DRM should be capable of generating, recording and preserving unedited data / logs for at least three consecutive years for each command executed through the DRM, including logs of each command of the SMS integrated with the DRM.

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

23.	<p>Provision of à-la-carte channels or bouquet:</p> <p>(a) DRM (and SMS) shall be able to handle all the channels, made available on a platform, in à la carte mode.</p> <p>(b) DRM (and SMS) shall have the capability to handle such number of broadcaster/DPO bouquets, as required by the DPO.</p>
24.	DRM and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.
25.	<p>DRM shall have a provision to export the database/report for reconciliation with the SMS database.</p> <p>Further, there shall be a provision of reconciliation through secure APIs/secure scripts.</p>
26.	There shall be unique license key required for viewing, the encryption period for a specific key should be configurable to change at periodic interval in DRM deployed by DPO.
27.	For every change in channels, fresh license keys should be issued by the DRM. License keys issued by DRM should be secure and encrypted. DRM must ensure that the authorization keys are not received by the STB/unique consumer subscription from any other source other than the one specified by the IPTV system.
28.	DRM servers should comply with extant Rules and Regulations including relevant clause under extant provisions (if any) relating to data localisation, data security and privacy. It should not be allowed to connect main DRM server to some other location (India or other country) with some proxy or another server to integrate with SMS and DPO system
29.	IPTV service delivery may conform to multicast and/or unicast mode. The system configuration should ensure that every television channel is available to every customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such channel at any point of time. STBs/unique consumer subscription with facilities for recording programs shall have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.
30.	IPTV system should not be allowed to deliver linear content to any other device except STB/unique consumer subscription which has been whitelisted in DRM.
31.	<p>The DRM should have following features:</p> <p>(a) It should restrict user to editing.</p> <p>(b) It should restrict user from sharing or forwarding or mirroring the content from the STB/unique consumer subscription.</p> <p>(c) It should disallow user to take screen shots or screen grabs or screen-recording, if technically feasible.</p> <p>(d) It should lock access to authorized STBs/unique consumer subscriptions only.</p> <p>(e) It should have Geo blocking feature.</p> <p>(f) It should be able to set expiry date to recorded content at STB/unique consumer subscription end based on various policies.</p>
32.	The DRM should have the capability of being upgraded over-the-air (OTA) so that the connected STBs/unique consumer subscription always have the most upgraded version of the DRM.

33.	The DPO shall ensure that the DRM is up to date by installing necessary patches, error corrections, additions, version releases, etc. so as to ensure protection of channels and content at all times
34.	No such functionality should be added to or removed from the DRM which compromises security of channels. DPO shall be responsible for encryption of channels' signals before their delivery through its IPTV platform using DRM hybrid STBs/unique consumer subscription. All costs / expenses (by whatever name called) that are required to be incurred or become payable for such upgradation and for delivery/distribution of multi channel television programmes to subscribers shall be borne solely by such DPO. The DPO shall employ all reasonable security systems and procedures to prevent any loss, theft, piracy, un-authorized use, reception or copying of channels or any part thereof and shall notify broadcasters as soon as practicable after it becomes aware that such an event has occurred
35.	The DRM should not in any way interfere with / invalidate fingerprinting.
36.	DPO shall promptly, and at its sole cost and expense, correct any issues with the DRM (such as bugs, defects, omissions or the like) that prevents subscribers from accessing the DRM hybrid STBs/unique consumer subscription or channels through the DRM hybrid STBs/unique consumer subscription.
37.	DPO shall provide broadcasters with video and audio codecs supported by the DRM hybrid STBs/unique consumer subscription. The DPO shall ensure that no such changes/modifications are made to such codecs parameters that will require broadcasters to incur any expense for delivery of channels / content that are free from viewer discernible problems (including, without limitation, video with no audio, audio with no video or significant signal distortion).
38.	DRM should ensure that the hybrid STBs/unique consumer subscription are verifiably located within India by reference to internet protocol address and service address. DRM must ensure and lock the viewership to single device by single STB/unique consumer subscription or any device by ensuring MAC ID based authentication. The DRM must use industry-standard means (including IP-address look-up technology with screening and blocking of proxies (including anonymizing and spoofed proxies)) to prevent delivery of channels to IP addresses outside of India or to proxies.
39.	DRM should ensure that television channels are accessible on STBs/unique consumer subscription of only such subscribers who are then-current, valid subscribers of the DPO, and such confirmation must take place prior to the DRM delivering (or authorizing the delivery of) television channel to the STBs/unique consumer subscription of such subscribers.
40.	Upon deactivation of any subscriber from the SMS, the DRM shall restrict delivery of all programme/services to that subscriber.
41.	The DRM should not have any feature to insert any content (including advertisement, banner on portion of screen, etc) by itself. However, ticker messages for consumer information as regards their services from DPO shall be permitted.
42.	The DRM should not mask/remove any copyright, trademark or any other proprietary information on the channels at the time of their delivery.

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

(C) DRM REQUIREMENTS IN SO FAR AS THEY RELATE TO FINGERPRINTING FOR IPTV SERVICES

Sl. No	Fingerprinting requirements under DRM
1.	The DPO shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals
2.	The STB/unique consumer subscription should support both visible and covert types of finger printing.
3.	The fingerprinting should not get invalidated by use of any device or software.
4.	The fingerprinting should not be removable by pressing any key on the remote of STB/unique consumer subscription.
5.	The finger printing should be on the topmost layer of the video.
6.	The finger printing should be such that it can identify the unique STB/unique consumer subscription number or the unique VC number or the MAC ID.
7.	The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), settings, blank screen, and games etc.
8.	The location, font color and background color of fingerprint should be changeable from head end and should be random on the viewing device.
9.	The finger printing should be able to give the numbers of characters as to identify the unique STB/unique consumer subscription and/or the MAC ID.
10.	The finger printing should be possible on global as well as on the individual STB/unique consumer subscription basis.
11.	The overt fingerprinting/watermarking should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
12.	The DRM deployed should be able to generate fingerprinting/watermarking both global fingerprinting as well as targeted channel fingerprinting/watermarking.
13.	The DRM shall support and enable forensic watermarking at STB/unique consumer subscription level.
14.	The DRM shall have the capability to run fingerprinting with at least one fingerprinting every ten (10) minutes on a 24x7x365 basis. DRM should have a feature to publish report of fingerprintingschedule for defined interval. The DPO shall make such report available to broadcaster on request.

(D) DRM REQUIREMENTS IN SO FAR AS THEY RELATE TO STBS/UNIQUE CONSUMER SUBSCRIPTION

Sl. No.	STB/unique consumer subscription Requirements for DRM for IPTV services
1.	All STBs/unique consumer subscription should have a DRM content protection.
2.	The STB/unique consumer subscription deployed should be capable to support content decryption, decoding and DRM license evaluation.

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

22.	The STB/unique consumer subscription should have forced messaging capability including forced finger printing display.
23.	The DRM hybrid STBs/unique consumer subscription should be tested for the following prior to their seeding in the subscribers' premises: <ul style="list-style-type: none">(a) System down testing(b) Error messaging(c) Negative user journey testing(d) Device variance testing(e) Destructive testing(f) Application monitoring testing(g) In-app monitoring testing

Schedule X

(Subscribed NDTV Channels)

ALA-CARTE/FREE-TO-AIR CHANNELS MAXIMUM RETAIL PRICES OF NDTV CHANNELS

The DPO is desirous of availing NDTV's Channel on A-la-Carte/Free-to-Air Channels Basis (Yes/No):

Please tick the Subscribed Channels:

S No.	Channels	Genre	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Channel Availed YES / NO
1.	NDTV 24x7	English News	Rs.3.5	
2.	NDTV Profit	English Business News	Rs.1.5	
3.	Good Times	Lifestyle	Rs.1.5	
4.	NDTV India	Hindi News	NA	
5.	NDTV MP/CG	Hindi News	NA	
6.	NDTV Rajasthan	Hindi News	NA	
7.	NDTV Marathi	Hindi News	NA	

NDTV reserves its rights, subject to applicable Interconnection Regulations, to revise the MRP of NDTV Channels payable per Subscriber per month mentioned herein above. Upon such revision, the DPO agrees and unconditionally undertakes to pay revised License Fees pro rata from the Effective Date of such revision.

BOUQUET OF NDTV'S PAY CHANNELS OF NDTV ALONG WITH MRP

The DPO is desirous of availing Bouquet(s) of the Channels (Yes / No): List of Bouquet (s) of Channels with MRP of the bouquet:

Bouquet 1 – NDTV ULTRA		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Availed YES / NO
NDTV 24x7 NDTV Profit Good Times	Rs. 4.5	

Bouquet 2 – NDTV NORTH LIFE		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Aailed YES / NO
NDTV 24x7 Good Times	Rs.4	

Bouquet 3 – NDTV ENGLISH INFO		
Channels	Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) (excluding all applicable taxes)	Bouquet Aailed YES / NO
NDTV 24x7 NDTV Profit	Rs.3.5	

The DPO agrees and acknowledges as follows:

- The Rates are applicable on a “per Subscriber per television set per month” basis:
- The Rates are exclusive of taxes and other levies which will be charged extra over the License Fees

Appendix – I

(Computation of Average Active Subscriber Base)

Computation of the Average Active Subscriber Base

[for each head end /installation address or earth station (as the case may be) and each applicable State/Union Territory as per the Authorized Area of Transmission]

(I) SUBSCRIBED CHANNELS OFFERED BY DPO ON A-LA-CARTE BASIS

Average active Subscriber base of each NDTV Channel from amongst the NDTV Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

SI No.	Name of the Subscribed Channel	Number of Subscribers of the NDTV Channel on 7 th Day of the month	Number of Subscribers of the NDTV Channel on 14 th Day of the month	Number of Subscribers of the NDTV Channel on 21 st Day of the month	Number of Subscribers of the NDTV Channel on 28 th Day of the month	Average Active Subscriber Base of the NDTV Channel
		(1)	(2)	(3)	(4)	$[(1) + (2) + (3) + (4)] / 4$

(II) SUBSCRIBED CHANNELS OFFERED BY DPO IN PACKAGES

Average active Subscriber base of each channel from amongst the NDTV Channels shall be arrived at, by averaging the number of subscribers subscribing the package consisting of such NDTV channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

SI No.	Name of the Subscribed Channel	Number of Subscribers of the package consisting of the NDTV Channel on 7 th Day of the month	Number of Subscribers of the package consisting of the NDTV Channel on 14 th Day of the month	Number of Subscribers of the package consisting of the NDTV Channel on 21 st Day of the month	Number of the package consisting of Subscribers of the NDTV Channel on 28 th Day of the month	Average Active Subscriber Base of the NDTV Channel
		(1)	(2)	(3)	(4)	$[(1) + (2) + (3) + (4)] / 4$

(III) NDTV PACKAGES OFFERED BY DPO TO ITS SUBSCRIBERS

Average active Subscriber base of each channel from amongst the NDTV Channels shall be arrived at, by averaging the number of subscribers subscribing the package consisting of such channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by the DPO at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

SI No.	Name of the Subscribed Channel	Number of Subscribers of the package consisting of the NDTV Channel on 7 th Day of the month	Number of Subscribers of the package consisting of the NDTV Channel on 14 th Day of the month	Number of Subscribers of the package consisting of the NDTV Channel on 21 st Day of the month	Number of the package consisting of Subscribers of the NDTV Channel on 28 th Day of the month	Average Active Subscriber Base of the NDTV Channel
		(1)	(2)	(3)	(4)	$[(1) + (2) + (3) + (4)] / 4$