

REFERENCE INTERCONNECT OFFER (“RIO”) OF NDTV FOR ALL DIGITAL DISTRIBUTION PLATFORMS TO BE EFFECTIVE FROM 1st April, 2022.

This Reference Interconnection Offer (RIO) which shall be effective from 1st June, 2022, is being published by **New Delhi Television Limited (“NDTV”)** pursuant to and in compliance with the provisions of the TRAI Press Release No. 8/1/(9)/2021 dated 12th October, 2021, The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended by The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff (Amendment) Order, 2017) and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017, *as amended*, and is without prejudice to our rights and contentions and is subject to final outcome of any ongoing or future regulatory changes or order or judgment of a judicial or quasi-judicial body or court.

Distribution Platform Operator (the “Affiliate”), registered in accordance with the Cable Television Networks (Regulations) Act, 1994 to distribute the channels through authorized distribution platform in the territory mentioned herein, shall only be qualified to obtain the interconnection from NDTV in respect of “NDTV” and “Lifestyle and Media Broadcasting Limited” Channels.

NDTV has designated the following persons for receiving the request for interconnection from the Affiliate and their grievance redressal pertaining to this Reference Interconnect Offer/Interconnection/Subscription Agreement:

Sl. No.	Name of the Designated Official	Contact Number	Email id	Territory
1.	Rohit Jaiswal	+91-9999036145	rohitj@ndtv.com	All India Cable, DTH, IPTV and HITS
2.	Ravi Sachdeva	+91-9811337233	ravis@ndtv.com	All India Cable and HITS
3.	Syed Yasir Abbas Rizvi	+91-9903378651	yasira@ndtv.com	All India DTH and IPTV

The Affiliate who are desirous of accepting this RIO must sign the Interconnection/Subscription Agreement appended hereunder and submit all the information and the documents as listed under the Interconnection/Subscription Agreement and its various Schedules.

Upon counter signature by New Delhi Television Limited, the Interconnection/Subscription Agreement shall become binding on the parties and enforceable at law.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “**Agreement**”) is entered into as of this ___ day of _____, 20___ (“**Execution Date**”):

BY AND BETWEEN:

- (1) **New Delhi Television Limited**, a public limited company incorporated under the Companies Act, 1956, having its registered office at B-50A, 2nd Floor, Archana Complex, Greater Kailash – 1, New Delhi – 110048 (hereinafter referred to as “**NDTV**” or “**Broadcaster**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns);

AND

- (2) _____, a company/ firm incorporated under the _____ having its registered office at _____ (hereinafter referred to as “**the Affiliate**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns).

NDTV and the Affiliate are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

- A. NDTV is media house and operates television channels “NDTV India”, “NDTV Profit”, “NDTV 24x7” and “Good Times” (collectively referred to as “**Channels**”).
- B. The Affiliate has represented to the Company that it has the necessary infrastructure, resources, experience and expertise in distributing the NDTV Channels to its various customers, through its distribution network and that it owns and operates a digital addressable cable television platform, as provided under Section 4A of The Cable Television Network (Regulation) Act of 1995 (“**Cable TV Act**”) and the Rules framed thereunder as amended from time to time, read with the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 3, 2017, as amended, from time to time (“**Interconnection Regulations**”).
- C. The Affiliate further represents that it has completed and satisfied the requirements under the Interconnection Regulations and that it possesses a valid and subsisting registration permitting it to provide the services through the digital addressable cable television platform and the Affiliate is desirous of carrying the Channels on its Platform (*defined below*).
- D. Based on the representations of the Affiliate, NDTV has agreed to grant a non-exclusive redistribution license to The Affiliate to downlink and redistribute to its Active Subscribers the NDTV Channels on the Platform on the terms and conditions as contained in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE REPRESENTATIONS, WARRANTIES AND MUTUAL COVENANTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS & INTERPRETATION

Unless the context requires otherwise, the following capitalized terms used in this Agreement shall have the meaning ascribed as set forth below:

1.1 **Definitions**

- 1.1.1 “**Active Subscriber**” means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system/ CAS of the Affiliate and whose set top box has not been denied signals;
- 1.1.2 “**Affected Channels**” shall have a meaning assigned to it in clause 17.4
- 1.1.3 “**Affiliate**” means an authorised distribution platform operator who has been granted non-exclusive Licensed Rights as per the terms of this Agreement to subscribe to the Channels in order to further distribute the same to its Subscribers in the same Format/mode (as received by it) through its Distribution Platform in the Territory. The Affiliate shall include its successors and permitted assigns and its authorized Cable Operators, if any, who shall be deemed to be the agent of the Affiliate;
- 1.1.4 “**A-la-carte**” shall mean offering of the Available Channels individually or standalone basis;
- 1.1.5 “**Applicable Law(s)**” shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and TDSAT;
- 1.1.6 “**Audit**” shall mean the Technical Audit and Subscription Audit to be conducted by the Empanelled Auditor, of the Distribution Systems of the Affiliate, including but not limited to CAS, SMS, encryption systems, Content Protection Systems, financial documents, etc. as per the Audit Manual and as detailed in Clause ___ of the Agreement;
- 1.1.7 “**Audit Manual**” shall mean the requirements for conducting the Audit as per Applicable Law and set out by TRAI vide Interconnection Regulations, and The Telecommunication (Broadcasting and Cable) Services Digital Addressable Systems Audit Manual dated November 8, 2019, as amended from time to time;
- 1.1.8 “**Authorized Area**” shall mean such geographical area/location of India as indicated in Schedule A;
- 1.1.9 “**Available Channels**” shall mean the linear, satellite delivered, television channels owned and/or operated by the Broadcaster in accordance with the Applicable Laws, which are offered a-la-carte or as part bouquet of channels, a list of which is provided in Schedule A;
- 1.1.10 “**Average Active Subscriber Base**” means the number of subscribers arrived at by averaging the Active Subscriber count in the manner specified in Schedule B attached to this Agreement.
- 1.1.11 “**Bouquet**” or “**bouquet of channels**” means an assortment of distinct channels offered together as a group or as a bundle by the Broadcaster and all its grammatical variations and cognate expressions shall be construed accordingly;

- 1.1.12 "**Cable TV Act**" shall have meaning assigned to it in recital B;
- 1.1.13 "**CAS**" shall mean the conditional access system maintained by the Affiliate in accordance with the Interconnection Regulations and the terms of this Agreement, which shall have the ability to authorize, provide and deny specific channels, data, or information to Subscribers and which meets the requirements set out under (i) Annexure ___ of this Agreement; and (ii) Interconnection Regulations (as amended);
- 1.1.14 "**Channels**" shall mean those Available Channels that are selected by the Affiliate 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 C) consisting of the list of Available Channels; it being agreed that if any designated box against an Available Channels is left unmarked, it shall be deemed to have not been selected by the Affiliate for the purposes of this Agreement. For purposes of clarity, the selected Available Channel on an A la Carte basis in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which NDTV shall grant license to the Affiliate in accordance with the terms of this Agreement;
- 1.1.15 "**Commercial Subscriber**" means a subscriber who causes the signals of the television channels to be heard or seen by any person for a specific sum of money to be paid by such person.
- Note: This definition is without prejudice to the rights and contentions of the broadcasters and is subject to revision depending upon the orders as may be finally passed in any matter by the Hon'ble High Court of Delhi, Supreme Court or any other court or Tribunal in any legal challenge to TRAI's Regulation pertaining to Commercial Subscribers and shall remain subject to the final outcome of the current cases, subsequent legal challenges to the same.
- 1.1.16 "**DAS**" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network can be sent in encrypted form and decoded by the devices having an activated conditional access system at the premises of the subscriber within the limits of authorization made through CAS and SMS, by the cable Distributor to the subscriber on the explicit choice and request of such subscriber;
- 1.1.17 "**Disconnection Notice**" shall mean a written notice of such duration (currently twenty-one (21) days from the date of the written notice as of date of this Agreement) which is required to be given in accordance with the Applicable Laws by: (a) the Affiliate to NDTV if the Affiliate wishes to disconnect the signal of and stop distribution on its Platform the Channels due to NDTV's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) NDTV to the Affiliate if NDTV wishes to disconnect the signal of any or all Channels and stop making available the Channels due to the Affiliate's breach of this Agreement;
- 1.1.18 "**Due Date**" shall have meaning assigned to it in Clause 7.8 of this Agreement;
- 1.1.19 "**EPG**" shall mean electronic programme guide;
- 1.1.20 "**Equipment**" shall mean and include the IRDs and the Viewing Cards;
- 1.1.21 "**Force Majeure Event**" shall have meaning assigned to it in Clause 14.1 of this Agreement;

- 1.1.22 "**Hardware Form**" shall mean the form as set forth in Schedule G attached hereto;
- 1.1.23 "**Incentive scheme**" shall mean the discount(s) offered by Broadcaster to Affiliate on ala- carte MRP of the Channel(s) and/or on the MRP of the Subscribed Bouquet(s), as are set out in Schedule D of this Agreement, subject to Affiliate complying with all the terms and conditions of the selected Incentive Plan(s) to qualify for the applicable discount(s);
- 1.1.24 "**Intellectual Property**" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the Channels; (ii) the Channel Marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channels; and (iii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Channels;
- 1.1.25 "**Interconnection Regulations**" shall have meaning assigned to it in recital B of this Agreement;
- 1.1.26 "**IRDs**" or "**DSRs**" shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels;
- 1.1.27 "**Maximum Retail Price**" or "**MRP**" with respect to each Channel for the purposes of this Agreement shall mean the maximum price, excluding taxes/cess, payable by a Subscriber of such Subscribed Channel, as set forth in Schedule A;
- 1.1.28 "**Monthly License Fee**" shall have meaning assigned to it in Clause 7.1 of this Agreement;
- 1.1.29 "**NDTV Marks**" shall mean trade names, trademarks, logos and service marks owned by NDTV, its Affiliates and rights holders in connection with the Channels and Available Channels;
- 1.1.30 "**Platform**" shall mean DAS platform owned and/or operated by the Affiliate and its sub-Distributors in the Authorized Area and for purposes of clarity shall exclude any and all other media platforms and means of distribution of content and television channels including without limitation, analogue cable systems, non-addressable digital cable systems, direct-to- home (DTH), headend-in-the-sky (HITS) and internet protocol television (IPTV);
- 1.1.31 "**Rate**" shall have the meaning assigned to it Clause 7.1;
- 1.1.32 "**RIO**" means reference interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean the reference interconnect offer for DAS;
- 1.1.33 "**Set Top Box**" or "**STB**" shall mean a customer premise equipment fixed and installed at a place of reception authorized by the Affiliate and which is integrated into or part of a television set and as per requirement described in **Annexure ___** of this Agreement and capable of receiving and decoding transmissions of the Subscribed Channels for the purpose of viewing;
- 1.1.34 "**SMS**" or "**Subscriber Management System**" shall mean a system or device of the Affiliate which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, Television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets

as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid or discount allowed to the Subscriber for each billing period, and other related information such as all customer relevant information and be responsible for keeping track of placed orders, credit limits, invoicing and payments, as well as the generation of Subscriber Reports and statistics, in accordance with the Law and as more particularly described in (i) Annexure __ of this Agreement and (ii) the Interconnection Regulations (as amended);

1.1.35 **Subscriber**" shall mean an Active Subscriber in the Authorized Area who receives signals of the Subscribed Channel(s) from the Affiliate's Platform (directly and/or through its sub-Distributors known as local cable Distributors (LCO)) at a place indicated by such Active Subscriber and uses the same for domestic purposes without further transmitting it to any other person and shall specifically exclude Commercial Subscribers. 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 Agreement;

1.1.36 **Subscribed Channel(s)**" means the channel(s) from amongst the Channels subscribed and retransmitted by the Distributor through the Distributor's Platform, as are specifically identified by the Affiliate by assigning tick marks (✓) against such channel(s) from amongst the listed Channels in Schedule A attached to this Agreement.

1.1.37 **Subscriber Report**" shall have meaning assigned to it in Clause 5.1;

1.1.38 **Suspended Channels**" shall have meaning assigned to it in Clause 17.3;

1.1.39 **Technical Audit**" shall mean an audit conducted by the Empanelled Auditor to ensure ongoing compliance with the requirements of Annexure ___ and Content Protection Systems during which the Affiliate shall provide full and complete information for conducting Technical Audit, by furnishing details as provided in the Audit Manual and such other details as required by NDTV from time to time;

1.1.40 **Term**" shall have meaning assigned to it in Clause 6;

1.1.41 **TRAI**" shall mean Telecom Regulatory Authority of India;

1.1.42 **TDSAT**" shall mean Telecom Disputes Settlement and Appellate Tribunal;

1.1.43 **Validation Form**" shall mean Validation Form set forth in Schedule C;

1.1.44 **Viewing Card**" or **VC**" shall mean the smart card provided by NDTV to the Affiliate to be used together with the IRD in order for the Affiliate to access and decode the signals of the respective Channels.

1.2 **Interpretation**

In this Agreement:

1.2.1 References to this Agreement or to any other instrument shall be a reference to this Agreement or that other instrument as amended, varied, novated, or substituted from time to time.

- 1.2.2 The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.2.3 References to “Recitals”, “Schedules”, “Clauses”, and “Annexures” are references to recitals, clauses, schedules and annexures to this Agreement.
- 1.2.4 Words importing the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and the neuter gender and vice versa, and words importing persons shall include body corporates, unincorporated associations and partnerships.
- 1.2.5 The term “consent” and “approval” shall always be construed as written consent and written approval;
- 1.2.6 References to statutory provisions shall be construed as references to those provisions as are respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the Execution Date) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).
- 1.2.7 The expressions “Broadcaster”, “Party”, “Parties” and “the Affiliate”, shall include their respective successors in title and permitted assigns.

2. GRANT OF DISTRIBUTION RIGHTS

- 2.1 Subject to the payment of License Fee and strict compliance of the terms of this Agreement by the Affiliate, NDTV grants to the Affiliate a non-exclusive right and license, during the Term and in the Authorized Area, and the Affiliate accepts the said license, right and obligation, to downlink, receive, re-distribute, broadcast and transmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Active Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis.
- 2.2 Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by NDTV to the Affiliate under this Agreement:
 - 2.2.1 shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Affiliate to provide its Active Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;
 - 2.2.2 is limited to the re-transmission of the Channels on “as is” basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;
 - 2.2.3 shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;
 - 2.2.4 shall exclude time shifting of the programming of the Channels;
 - 2.2.5 shall exclude the multiplexing of the Channels;

- 2.2.6 all other rights and means of distribution not specifically and expressly granted to Affiliate are expressly excluded and reserved by the NDTV;
- 2.2.7 the Affiliate is not authorized to sub license the rights and license granted herein under to any third party or any person or its subsidiaries or associated companies without prior written approval of NDTV.
- 2.2.8 the Affiliate understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Affiliate submitting with NDTV the information and documents specified in Schedule B at the time of submitting the signed copy of this Agreement.
- 2.3 The Affiliate shall offer each of the Subscribed Channels to the Subscribers on a-la-carte basis and declare the DRP per month for each of the Subscribed Channel. The Affiliate shall ensure that the DRPs per month of the Subscribed Channel does not exceed the MRPs per month of the Subscribed Channel.
- 2.4 Subject to compliance with Applicable Laws, the Affiliate 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 the Affiliate shall not break bouquet of pay channels subscribed from NDTV while forming its Package.
- 2.5 It shall be obligatory for the Affiliate to place the Subscribed Channels in its Electronic Programming Guide (EPG) in such a way that the Subscribed Channels of the same genre, as declared by NDTV, are placed together consecutively and one channel shall be placed in one place only. The Affiliate shall also ensure that the channel of the same language within the genre is also place consecutively in the Electronic programming guide. The Affiliate shall assign unique channel number for each of the Subscribed Channels. Subject to exceptions permissible under Applicable Laws, the Affiliate shall not change the unique channel number, once assigned, for a period of one (1) year. The Affiliate shall indicate the MRP of each of the Subscribed Channels in the EPG with the Indian rupee sign.
- 2.6 The Affiliate shall raise monthly invoices on the Subscribers towards license of the channels (from amongst the Subscribed Channels) and the Affiliate shall collect such invoiced monthly fees from the Subscribers.
- 2.7 Irrespective of the Affiliate's collection of the invoiced monthly amounts from the Subscribers, the Affiliate shall pay the Monthly License Fees to NDTV, in a timely manner.
- 2.8 The Affiliate shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.
- 2.9 The Affiliate shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Addressable System and shall regularly provide to NDTV with updated piracy reports.
- 2.10 The Affiliate shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favorably by the Affiliate with respect to competing channels on a genre basis.
- 2.11 Within thirty (30) days of the execution of this Agreement, the Affiliate undertakes to fulfil all pending obligations (including but not limited to submission of any Subscriber Reports and payment of any amount due and payable by the Affiliate to NDTV) under any previous agreement/arrangement between NDTV and the Affiliate, failing which NDTV reserves the

right to terminate this Agreement and deactivate/disconnect the signals of the Subscribed Channels.

- 2.12 The Affiliate undertakes not to acquire or merge and/or make available the signals of the Channel(s) through its Distribution 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 Affiliate.
- 2.13 Notwithstanding anything contained herein and to the extent permitted under the extant laws and regulations, broadcaster shall, during the term, have the right to :
 - 2.13.1 discontinue any available channel comprising of the available channels or bouquet comprising of the available channels;
 - 2.13.2 modify any existing bouquet of the available channels by adding new channels that may be launched by broadcaster or by removing any available channel from a bouquet; and
 - 2.13.3 launch new channels and/or bouquets comprising of the available channels. The Parties agree that the license fee payable by the Affiliate to NDTV may vary in the event of launch of the new channel.

3. DELIVERY AND SECURITY

- 3.1 The Affiliate hereby agrees, covenants and warrants that it shall retransmit and distribute the channels to the subscribers strictly in accordance with the following terms:
 - 3.1.1 The signals of all the channels must be delivered by the Affiliate to Active subscribers in a securely encrypted manner on its platform in linear mode using DAS technology and such DAS technology shall always meet the requirements of Schedule E during the term.
 - 3.1.2 The Transmission specification and infrastructure allocated by the Affiliate in respect of broadcasting the signals of channels by the Affiliate to its subscribers shall be no worse than that of the cable signal of any other channel within the same genre of the channel on the platform.
 - 3.1.3 The Affiliate shall maintain first class signal transmission quality of the channels for distribution to the subscribers in accordance with the highest international industry standards and applicable laws.
 - 3.1.4 The Affiliate agrees that it shall not offer any channels based on any specific programming event feature characteristic or attribute of such channel.
 - 3.1.5 The Affiliate shall further make available the channels to the subscribers on 24x7x365 basis with effect from such channel being activated at the subscribers end till the time such subscriber is switched off by the Affiliate for being a defaulter or such subscriber having expressly indicated its intention to discontinue its subscription to any of the channel (s) in accordance with the applicable laws.

- 3.1.6 The Affiliate 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.
 - 3.1.7 The Affiliate undertakes and covenants that it shall not compel its subscribers to take other channels or services or impose any other conditions as a precondition to subscribe to any or all the channels.
 - 3.1.8 The Affiliate transmitting facilities shall be fully capable of individually addressing subscribers on a channel by channel and decoder by decoder basis.
 - 3.1.9 The Affiliate shall install decoding equipment or all other equipment necessary to receive and distribute the channels at its own cost and expense.
 - 3.1.10 The Set Top Boxes and their installed content protection system shall prohibit the use of digital output.
 - 3.1.11 The Affiliate shall not distribute the subscribed channels to any commercial subscribers.
 - 3.1.12 The Affiliate hereby states that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing channels on a genre basis while making a package and/or while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Affiliate's Platform.
- 3.2 No Alteration of Signals:
- 3.2.1 The Affiliate agrees to carry the Channels in their entirety, in the order and at the time transmitted by NDTV without any editing, delays, alterations, interruptions, picture squeezing or resizing, insertion of graphic or animated overlays, pull throughs or crawls, deletions or additions except as authorized in advance in writing by NDTV. The Affiliate shall not redistribute any portion of the channels except as specifically authorized by NDTV in writing.
 - 3.2.2 The Affiliate shall not reconfigure, combine, alter, edit, manipulate, dub, subtitle or repack the channels or any portion of the channels for any purpose, or copy and store the content of the channels on any storage device in any medium. Further the Affiliate shall not enable or otherwise permit subscribers to do any of the forgoing acts except that the Affiliate can provide Recorder facility to the subscribers in accordance with the interconnection regulations, provided the use of such Recorder is regulated by the agreement between the Affiliate and the subscriber and is strictly only for non-commercial and private viewing by the subscriber. The usage of the Recorder is permitted only to the limited extent for the benefit of the subscriber as stated herein.
 - 3.2.3 The Affiliate agrees and undertakes not to obscure, superimpose or otherwise alter the intends or logos of the channels in any manner whatsoever. The Affiliate is allowed to only add/oblique insert its own trademark or logo in the form of the translucent water mark ("**Insertion**") while retransmitting and distributing the channels on the platform provided such insertions shall be subject to the following conditions:
 - (a) The insertions shall be inserted on all other channels distributed on the platform by the Affiliate;
 - (b) At any point in time there will only be a single insertion;

- (c) The insertion shall not be more prominent than the respective channel logo;
 - (d) The placement and size of insertion shall not be different from the placement and size of insertion on any other channels distributed on the platform; and
 - (e) The insertion shall not obscure or overlay the channels logo's or any program that appears on the channels.
- 3.2.4 The Affiliate shall not alter the screen on which the channel will be exhibited by inserting or superimposing any form of advertising; and
- 3.2.5 Any marketing or promotional activity in respect of or involving the channels or any standalone programming of such channels only be carried out by the Affiliate in terms of this agreement or by taking a prior written approval of NDTV. The Affiliate, however, will ensure that NDTV is included in all marketing and promotional activity that it would undertake from time to time on its own.

4. CHANNEL TRANSMISSION, ACCESS AND DISTRIBUTION

- 4.1 **Receiver Box or IRD:** NDTV will provide an Integrated Receiver Decoder to allow the Affiliate to access to each of the NDTV Channels, the details of which are provided in the Hardware Form.
- 4.2 **Viewing Cards:** NDTV shall provide the Affiliate with the necessary Viewing Cards to decode each Channel, the details of which are provided in the Hardware Form. This shall be subject to the Affiliate:
- 4.2.1 using its reasonable commercial endeavors to ensure that they are not tampered with in any way, and
 - 4.2.2 informing NDTV immediately if they are lost or stolen.
- 4.3 The IRD/ Viewing Card(s) supplied by NDTV shall at all times remain the sole and exclusive property of NDTV and the Affiliate shall forthwith return the same to NDTV upon expiry or termination of the Agreement for any reason whatsoever and/ or, at the request of NDTV.
- 4.4 The Affiliate shall not pledge, charge, encumber or in any way part with the possession of the IRD/Viewing Card(s) without the prior written permission of NDTV. Further, it shall not remove or replace any or all parts of the IRD/Viewing Card(s). The Affiliate 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.
- 4.5 The Affiliate will be responsible for bearing the costs for downlinking of the Channels as per the satellite feed provided by NDTV.

5. SUBSCRIBER REPORT

- 5.1 The Affiliate shall within seven (7) days from the end of each calendar month, provide in the format specified in Schedule B, complete and accurate monthly subscriber report of the Subscribed channels city/area wise ("**Subscriber Report**"). The Subscriber Reports under this Agreement shall be generated only through SMS and CAS which should be fully integrated and the same should be in a pre-defined read only format such as a suitable PDF format, which cannot be edited. The Subscriber Report shall be signed and attested by an authorized officer of

the Affiliate of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct. The Affiliate shall maintain, at its own cost, the said SMS which shall be fully integrated with the CAS. The Affiliate warrants that any activation or de-activation of a Subscriber's Set Top Box shall be processed simultaneously through both CAS and SMS.

- 5.2 The Parties agree that timely submission of the Subscriber Reports shall be material obligation of the Affiliate and time is an essence of the Agreement. The Affiliate recognizes that delay of every single day in submission of Subscriber Report shall amount to material breach of the Agreement and would cause material and substantial loss to NDTV. It is therefore, mutually agreed between the Parties that in addition to and without any limitation to the various rights and remedies available to NDTV under Applicable Law, the Affiliate shall be liable to pay NDTV fair pre-estimated damages equal to Monthly License Fee payable by the Affiliate to NDTV for each day of default calculated on a pro-rata basis and any other damages as may be determined by NDTV to compensate NDTV. Provided that nothing stated in this Clause 5.4. amounts to waiver by NDTV of its right to deactivate the signals of Channel(s) as per Applicable Law.
- 5.3 The Affiliate shall maintain throughout the term and for 12 months thereafter or such longer period as required by law sufficient records to enable broadcaster to verify and ascertain i) veracity of the Subscriber Reports submitted by the Affiliate and ii) the payments due to the Broadcaster hereunder.

6. TERM

The term of this Agreement shall be from the date of this Agreement and shall remain in force for a period of one year from 20 or unless terminated earlier in accordance with this Agreement ("Term").

7. BROADCASTER SHARE OF MRP AND PAYMENT TERMS

7.1. For each month or part thereof during the Term of the Agreement, the Affiliate shall pay to NDTV a monthly share of MRP ("**Monthly License Fee**") which shall be calculated as under:

7.1.1. If the affiliate offers the Subscribed channel(s) on a ala-carte basis to subscribers of its Permitted Digital Distribution Platform, then NDTV's share of MRP for each Subscribed Channel offered on ala-carte basis shall be computed in the following manner, plus applicable taxes, levies and cess:

Broadcaster's share of MRP (A-la-carte rate of the Subscribed Channel set out in Annexure B. Attached to this Agreement less Distribution Fee of 20% of the ala-carte rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of such Subscribed Channel for the applicable month.

7.1.2. If the affiliate offers the Subscribed Channel(s) on a ala-carte basis as part of its packages offered to subscribers of its Permitted Digital Distribution Platform, then NDTV's share of MRP for each Subscribed channel offered on package shall be computed in the following manner, plus applicable taxes, levies and cess:

Broadcaster's share of MRP (A-la-carte rate of the Subscribed Channel set out

in Annexure B. Attached to this Agreement less Distribution Fee of 20% of the ala-carte rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of such Subscribed Channel for the applicable month.

- 7.1.3. If the affiliate makes available the bouquets created by NDTV to its subscribers of his permitted Digital Distribution Platform, then NDTV's share of MRP for each Subscribed Channel forming part of each such Package(s) shall be computed in the following manner, plus applicable taxes, levies and cess:

Broadcaster's share of MRP (Package rate of the Subscribed Channel set out in

Annexure B. Attached to this Agreement less Distribution Fee of 20% of the applicable bouquet rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of each such Package(s) wherein the Subscribed Channel(s) is/are made available for the applicable month

- 7.2. Eligibility Criteria for Incentive Scheme: An Affiliate becomes eligible for availing the Incentive Scheme in the event:-

- 7.2.1 That the Affiliate opts for distributing the channels on a-la-carte basis then the 'Incentive Schemes for A-La-Carte' under Schedule D may be availed. Similarly, if the Affiliate opts and distributes the Bouquet of the NDTV's channels then 'Incentives on Bouquet' as mentioned in Schedule D will be applicable;
- 7.2.2 The Affiliate shall not place any Channel in a disadvantageous position or otherwise treat any of NDTV's Channels less favourably or in a discriminatory manner with respect to competing channels in the same genre;
- 7.2.3 The Affiliate shall ensure that during the Term, the Channels comprising in a-la-carte or the Bouquet opted by the Affiliate will be made available and carried throughout the Territory on its Platform to its existing Subscribers, as well as to its new subscribers in entirety and continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement;
- 7.2.4 The Affiliate shall, subject to compliance with each of the Eligibility Criteria set out under this Agreement, be eligible to avail the Incentives on the a-la-carte/Bouquet Rate of the Channels of the Broadcaster strictly in the manner, sequence and conditions set forth hereunder; and
- 7.2.5 The Affiliate shall remain bound with the obligations arising out of the Incentive Schemes and as opted for by the Affiliate, for the entire term of the Agreement. In the event any obligations/eligibility criteria are not fulfilled by the Affiliate during any period in a particular month, the Affiliate shall not be entitled to the particular incentive for that month.

- 7.3. **Incentive Parameters:**

- 7.3.1 LCN Based Incentive: The Affiliate can further avail “LCN based incentive” by selecting the relevant option set out in ‘Incentive Parameters’ in Schedule D attached to this Agreement and placing each of the Channel(s) in the Logical Channel Number (“LCN”) position in accordance with the Table A of Schedule D.
- 7.3.2 Penetration Based Incentive: The Affiliate can avail “Penetration based incentive” by selecting the relevant option set out in ‘Incentive Parameters’ in Schedule D attached to this Agreement.

For Clauses 7.3.1 and 7.3.2 above, it is clarified that penetration percentage of a channel or bouquet refers to the percentage of subscribers subscribing to a specific channel or bouquet out of the average active subscriber base of the Affiliate.

The Subscription Fee shall be calculated only after taking into consideration the Incentive Schemes as opted and qualified for by the Affiliate.

- 7.4. Service tax/ GST shall be charged at the prevailing rate.
- 7.5. Where applicable, all payments shall be subject to applicable TDS and the Party obliged to deduct such TDS shall supply to the other Party TDS receipts evidencing payment of TDS and any other materials to enable the other Party to claim credit of the TDS deducted and paid on its behalf.
- 7.6. The Monthly License Fee shall be paid by the Affiliate within fifteen (15) days from receipt of invoice (the “**Due Date**”) which shall be raised by NDTV based on the Subscriber Report to be submitted by the Affiliate to NDTV in accordance with Clause 5 above.
- 7.7. The Affiliate shall make the payment of the Monthly License Fee on each Due Date without any deduction except deduction of TDS/withholding tax in accordance with Clause 7.6. The Affiliate shall be required to make payment of the Monthly License Fee on or before each Due Date in accordance with the terms hereof, and any failure to do so on the part of the Affiliate shall constitute a material breach of this Agreement. NDTV shall have a right to charge interest at a monthly rate of 18% on that portion of each Monthly License Fee which remains unpaid after the Due Date. The imposition and collection of interest on late payment of Monthly License Fees does not constitute a waiver of the Affiliate’s absolute obligation to pay the Monthly License Fees on or before the Due Date.

8. TAXES, LEVIES, DUTIES

Each Party shall be responsible for compliance and payment of all taxes, duties, levies, cess, surcharge or any other charges that may be applicable on them or for the transactions as contemplated under this Agreement by whatsoever name called except the Service Tax.

9. AUDIT

- 9.1. The Affiliate shall on or before the end of every calendar year during the Term, cause Audit of its Addressable Systems, CAS, SMS and other related systems by an Empanelled Auditor, to verify the (a) Affiliate’s compliance of its obligations, declarations, representations and warranties under this Agreement; (b) accuracy and validity of the monthly Subscriber Reports submitted by the Affiliate to NDTV. The Audit caused by the Affiliate under Clause 9 shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years. The Affiliate shall give thirty (30) days’ prior written notice to NDTV before causing the Audit of its Addressable Systems in accordance with Clause

9. The Affiliate shall share the Audit Report generated by an Empanelled Auditor to this effect with NDTV within 24 hours from the receipt of such Audit Report.
- 9.2. In the event the Affiliate intends to cause any change in the configuration or in the version of the Addressable System of the Affiliate after issuance of the Audit Report by the Empanelled Auditor, the Affiliate shall notify NDTV within seven (7) days of such change. Affiliate further agrees that on such intimation, the provisions of the Clause 9 shall also extend to the new Addressable Systems.
- 9.3. In the event that NDTV is not satisfied with the Audit Report received from the Affiliate or, if it is of the opinion that the Addressable Systems being used by the Affiliate and/or proposed to be used by the Affiliate do not meet the requirements specified in the Audit Manual, NDTV shall, after communicating the reasons in writing to the Affiliate, be entitled to conduct Audit as per the Audit Manual.
- 9.4. In the event the Affiliate (i) fails to provide the Audit Report and/or on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements or (ii) fails to permit NDTV to conduct audit of its Addressable Systems on or before the end of every calendar year during the Term and/or the previous calendar years pursuant to the respective subscription license agreements, NDTV shall be entitled to withhold the applicable Incentive and/or revoke the Incentive, if already availed by the Affiliate.
- 9.5. In the event an Audit Report, subsequent to NDTV's Audit, reveals that the Addressable Systems are not in conformity with requirements specified in the Audit Manual, due to which, an additional amount is payable to NDTV by the Affiliate, the Affiliate shall, within ten (10) days from the date of such Audit Report of NDTV, pay the Affiliate the additional amount, along with default interest rate of 18%. NDTV shall issue a debit note in accordance with GST Laws in respect of such additional amount. If the additional amount payable by the Affiliate to NDTV under this clause including default interest rate, exceeds the amount reported by the Affiliate for such period of Audit by two (2) percent or more, the Affiliate shall bear all the expenses related to the Audit. Further the Affiliate shall immediately take all necessary actions to rectify the errors so as to ensure that the next Subscriber Report submitted for subsequent period are true and accurate.
- 9.6. The Affiliate shall offer necessary assistance and cooperation to Empanelled Auditors so that Audit can be completed in a time bound manner.
- 9.7. In the event a breach of the Agreement has been discovered during the course of such Audit, Empanelled Auditors shall have the right to take printouts, photocopies and computer copies of the subscriber records, or any portion thereof, reasonably required to provide evidence of such breach, and take them off the premises of the Affiliate and the Affiliate agrees to extend reasonable co-operation in this regard.
- 9.8. In addition to the various rights and remedies as may be available under law, any breach by or on the part of the Affiliate with regards to the above covenants shall be construed as material breach of this Agreement causing substantial loss to NDTV. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under Applicable Law as set out above, the Affiliate shall be liable to pay NDTV, fair pre-estimated damages equal to License Fee payable to be the Affiliate to NDTV for each day of default calculated on a pro-rata basis and any other damages as may be determined by NDTV on the basis of Audit Report generated during the Audit for which the Affiliate has been in default, to compensate NDTV.

10. PIRACY CONTROL

- 10.1. In order to prevent theft, piracy, unauthorized exhibition, copying or duplication of any Subscribed Channel, in whole or in part, the Affiliate shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery, security systems and Content Protection Systems, as may be specified from time to time, by NDTV.
- 10.2. The Affiliate shall adhere to the Anti-Piracy Obligations and Content Protection Systems set out in **Schedule F** of the Agreement.
- 10.3. The Affiliate shall deploy finger printing mechanisms to detect any Piracy through its Distribution System at least every ten (10) minutes on 24 x 7 x 365 basis. On detection of any Piracy of Subscribed Channels, the Affiliate shall, within 1 hour of detection of Piracy, report the same to NDTV.
- 10.4. The Affiliate shall not authorize, cause or suffer any portion of any of the Subscribed Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Affiliate at the time the Subscribed Channels are made available. If the Affiliate becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, the Affiliate shall within ten (10) minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, notify NDTV and the Affiliate shall also switch off the concerned STB to prevent such unauthorized use.
- 10.5. If so instructed by NDTV, the Affiliate shall shut off or de-authorize the transmission to any unauthorized Subscriber/ Subscriber indulging in Piracy, within ten (10) minutes from the time it receives such instruction from NDTV.
- 10.6. In instances where the Affiliate is the only Party that is allowed to initiate and pursue legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the Affiliate agrees to initiate such legal action and the Affiliate will provide all necessary assistance. The Affiliate plans to actively combat piracy of the Subscribed Channels in the Authorized Area and the Affiliate agrees to work closely with NDTV and comply with its directions in relation such efforts.
- 10.7. The Affiliate agrees and undertakes not to indulge in any piracy of Channels and shall not indulge in any activity, including but not limited to causing spill-over of the Channels beyond the Authorized Area, which has the effect of, or which may result into, infringement and violation of rights of NDTV under the Trademarks Act, 1999 and Copyright Act.
- 10.8. Any breach of the covenants set forth in the Clause 10 shall be construed as material breach of this Agreement and the Affiliate recognizes that such breach shall cause material and substantial loss to NDTV. It is therefore mutually agreed between the Parties that in addition to and without any limitation, on the remedies as may be otherwise available under Applicable Law, the Affiliate shall be liable to pay NDTV, fair pre-estimated damages equal to License Fee payable by the Affiliate to NDTV for each day of default calculated on a pro-rata basis to compensate NDTV
- 10.9. Provided that nothing stated in clause amounts to any waiver by NDTV of its right to deactivate the signals of Channels as per Applicable Law.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Affiliate acknowledges that except for leave and license rights granted to the Affiliate to downlink and re-distribute the NDTV Channels, NDTV owns and retains the entire Intellectual Property Rights over the NDTV Channels and over the programme broadcast on the NDTV Channels.
- 11.2. As between NDTV and the Affiliate, the Affiliate acknowledges that all right, title and interest in the programming, content and all trademarks, trade names and logos and other proprietary marks relating to the NDTV Channels shall belong exclusively to NDTV and the Affiliate is not permitted to use such marks, names or logos except to the extent authorized by and in the manner approved by NDTV.

12. INDEMNITY

- 12.1. Each Party shall indemnify, defend, and hold harmless the other Party harmless against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any breach (or alleged breach) by the first party of any of the provisions or representation and warranties of this Agreement.
- 12.2. The aggregate liability of NDTV to the Affiliate for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly License Fee for the last month actually paid by the Affiliate to NDTV under this Agreement.

13. EXCLUDED DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE PARTIES 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.

14. FORCE MAJEURE

- 14.1 In this Agreement, "**Force Majeure Event**" means any event preventing either Party from performing any or all of its obligations which arises from, or is attributable to, acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, but not limited to, acts of God, fire, storms, floods, earthquake or lightning, nuclear accident, war, hostilities, terrorist acts, riots, civil commotion or disturbances, embargoes, sabotage, explosions, change in governmental laws, orders, regulations or restriction (whether international, national or local), public strike, labour dispute, public disaster, satellite failure or transponder failure adversely affecting or preventing due performance by either Party of its duties, obligations or responsibilities under this Agreement.

14.2 If either Party is totally or partially prevented from performing any of its obligations under this Agreement as a result of a Force Majeure Event, it shall promptly notify the other of the matters constituting the Force Majeure Event and provide the other Party with its best estimate of the likely extent and duration of the Force Majeure Event. The Party prevented from performing its obligations under this Agreement by a Force Majeure Event shall be excused performance of such obligations from that date of such notice for so long as the Force Majeure Event shall continue provided that:

14.2.1 such Party shall, throughout the duration of the Force Majeure Event, take all reasonable steps to mitigate the effects of the Force Majeure Event; and

14.2.2 upon cessation of the Force Majeure Event, the Party affected shall promptly notify the other of such cessation.

14.3 If performance by either Party under this Agreement is only partially affected by a Force Majeure Event, such Party shall, at the other Party's sole option, nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.

15. ASSIGNMENT

Each Party may assign the whole or part of its rights and obligations under this Agreement to any of its Affiliates provided that the prior written consent of the other Party shall be obtained.

16. CONFIDENTIALITY

The Parties agree that the terms of this 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 Agreement; or (ii) where such disclosure is required to be disclosed by law, regulatory authority, stock exchange requirement or pursuant to a judicial order. Subject to the above, each Party may make an announcement concerning the execution of this Agreement with the prior written approval of the other Party or if the other Party does not reasonably object within 2 business days of notification of the terms of the announcement. This clause survives the expiration or termination of this Agreement.

17. TERMINATION

17.1 This Agreement may be terminated by either Party (the "Originating Party") forthwith upon serving a Disconnection Notice to the other Party (the "Defaulting Party") in the event the Defaulting Party:

17.1.1 commits a breach of any of its material obligations under this Agreement other than as a result of a Force Majeure Event, and (in the case of a breach capable of being remedied) the Defaulting Party fails, within twenty (20) days after the receipt of a request from the Originating Party in writing so to do, to remedy such breach to the reasonable satisfaction of the Originating Party;

17.1.2 shall have a receiver, trustee or manager appointed over it or any part of its undertakings or assets or shall pass a resolution for winding-up or dissolution (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the Defaulting Party shall become subject to a judicial management or

bankruptcy order or shall enter into any composition or arrangement with its creditors or shall cease or threaten to cease to carry on business, in either case other than any scheme of amalgamation;

17.1.3 is totally or partially prevented from performing any of its obligations under this Agreement as a result of a Force Majeure Event (as defined below) for a period of more than sixty (60) consecutive days.

17.2 NDTV retains the right to terminate this Agreement, without assigning any reasons, by serving a notice of 30 days to the Affiliate.

17.3 Pursuant to Clause 17.1 of this Agreement and without derogating in any manner the right of NDTV to terminate this Agreement, where NDTV opts to suspend this Agreement partially in respect of certain specified Channels (“**Suspended Channels**”) or whole of this Agreement in respect of all the Channels, then NDTV shall have a right, in addition to all the other rights and remedies available to NDTV in law, contract or equity, to claim the Monthly License Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by NDTV through and until the Agreement is either reinstated or terminated by NDTV.

17.4 In the event broadcaster discontinues one or more channels (but not all the channels that are subject matter of this agreement) with respects to all Affiliate in the area (“Affected Channels”), then broadcaster shall have the right to partially terminate this agreement in respect of the Affected Channels by providing a prior Disconnection Notice for all the Affected Channels.

17.5 Effect of termination:

Upon the expiry or earlier termination of this Agreement: -

17.5.1 The Affiliate shall forthwith cease broadcast or any use of the NDTV Channels or any part thereof;

17.5.2 The Affiliate shall forthwith deliver to NDTV all materials/Equipment provided by NDTV to the Affiliate in respect of the NDTV Channels or any part thereof;

17.5.3 Either Party shall forthwith pay to the other all sums due and payable up to the date of such termination.

18. DISPUTE RESOLUTION

Disputes arising from this Agreement shall be governed by the Indian Law and TDSAT shall have exclusive jurisdiction in respect of any dispute between the Parties, arising out of /in connection with or as a result of this Agreement.

19. SEVERABILITY

If any provision in this 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.

20. CUMULATIVE RIGHTS AND REMEDIES

Except as otherwise specified in this Agreement the rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as relevant Party considers appropriate and are in addition to their respective rights and remedies under general law.

21. NOTICES

A notice or other communication must be in English and is properly given or served by a party if that party (a) delivers it by hand; (b) posts it; or (c) delivers it by facsimile. A notice or other communication is deemed to be received if: (i) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service; (ii) sent by post from and to an address within the Territory, after ten (10) business days; (iii) sent by post from or to an address outside the Territory, after fourteen (14) business days; or (iv) sent by facsimile, when transmitted during normal business hours in the Territory, as evidenced by a transmission report containing a remote station identification and confirmation of the time of such transmission and pages sent (or, if such time is outside normal business hours In the Territory, at the time of resumption of normal business hours).

22. ANNOUNCEMENT

Neither Party shall make any announcement relating to this Agreement, any matter arising in respect of this Agreement or its relationship with the other Party, without the prior written consent of the other Party. The form and content of any such announcement shall be consented and agreed to by both Parties. The Parties also agree to keep all matters relating to this Agreement secret and confidential.

23. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this 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.

24. MODIFICATIONS

The Agreement cannot be modified, varied, altered or terminated orally, and any modification, variation, alteration of the Agreement shall be mutually agreed in writing and executed by or on behalf of the Parties.

25. ENTIRE AGREEMENT

This 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 Agreement cannot be modified in any way except in writing signed by the Parties.

26. COUNTERPARTS

This 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 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 Agreement by that Party. The delivery of the signed Agreement or counterparts by electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the Agreement or counterpart in person.

IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date:

For **New Delhi Television Limited**

For the **Affiliate**

Name:
Designation:

Name:
Designation:

Schedule A

NDTV Channels along with their MRP (W.E.F. 1st April 2022)

Sl. No.	Name of NDTV Channel	MRP (In INR)
1.	NDTV 24X7	3
2.	NDTV India	1
3.	NDTV Profit	1
4.	Good Times	1.5

Sl. No.	Package Name	Channels	MRP (In INR)
1.	NDTV ULTRA	NDTV 24X7, NDTV India, NDTV Profit, Good Times	4.50
2.	NDTV NORTH LIFE	NDTV 24X7, NDTV India, Good Times	4
3.	NDTV NORTH INFO	NDTV 24X7, NDTV Profit, NDTV India	3.50
4.	NDTV SOUTH INFO	NDTV 24X7, NDTV Profit	3

Schedule B

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 AFFILIATE ON A-LA-CARTE BASIS

Average Active Subscriber Base of each channel from amongst the Subscribed 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 Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Channel	Number of subscribers of the Subscribed Channel on 7th day of the month	Number of subscribers of the Subscribed Channel on 14th day of the month	Number of subscribers of the Subscribed Channel on 21st day of the month	Number of subscribers of the Subscribed Channel on 28th day of the month	Average Active Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = $\frac{\{(3)+(4)+(5)+(6)\}}{(4)}$

(II) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE IN PACKAGES

Average Active Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing 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 Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Channel	Number of subscribers of the Package consisting of Subscribed Channel on 7 th day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 14 th day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 21 st day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 28 th day of the month	Average Active Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = $\frac{\{(3)+(4)+(5)+(6)\}}{(4)}$

(III) NDTV PACKAGES OFFERED BY AFFILIATE TO ITS SUBSCRIBERS

Average Active Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing 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 Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

Sl. No.	Name of the Subscribed Channel	Number of subscribers of the Package consisting of Subscribed Channel on 7 th day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 14 th day of the month	Number of subscribers Of the Package consisting Of Subscribed Channel on 21 st day of the month	Number of subscribers of the Package consisting of Subscribed Channel on 28 th day of the month	Average Active Subscriber Base of the Subscribed Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7) = $\frac{\{(3)+(4)+(5)+(6)\}}{(4)}$

Schedule C

Validation Form

ALA-CARTE MAXIMUM RETAIL PRICES OF CHANNELS

The Operator is desirous of availing Broadcaster's channels on A-la-Carte 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	3.0	
2.	NDTV India	Hindi News	1.0	
3.	NDTV Profit	English Business News	1.0	
4.	Good Times	Lifestyle	1.5	

The broadcaster reserves its rights, subject to applicable Regulations, to revise the maximum retail price of Broadcaster Channels payable per Subscriber per Month mentioned herein above. Upon such revision, the Operator agrees and unconditionally undertakes to pay revised Subscription fee pro rata from the effective date of such revision.

BOUQUET OF PAY CHANNELS OF THE BROADCASTER ALONG WITH MRP

The Operator is desirous of availing Bouquet(s) of the Broadcaster's channels (Yes / No):

List of Bouquet (s) of Broadcaster's 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 Aailed YES / NO
NDTV 24x7 NDTV India NDTV Profit Good Times	4.50	

Bouquet 2 – NDTV NORTH 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 India NDTV Profit	3.50	

Bouquet 3 – 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 NDTV India Good Times	4.00	

Bouquet 4 – NDTV SOUTH 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	3	

The Operator 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 Monthly License Fee.

Authorized Area (please provide complete details):

It is hereby clarified that it shall be permissible for the Operator to distribute the channels beyond the Authorized Area, by giving a written notice to the Broadcaster, addressed to the designated person for that Area/ Territory named herin above. The distribution of the channels in such additional Area can be done by the Operator after 30 (Thirty) days from the date of receipt of such written notice by the Broadcaster. And the said notice shall be deemed to be an Addendum between the parties for additional Area to be serviced by the Operator and the term of this Agreement shall automatically apply to such additional Area.

Provided that such Area fall within:

- The registered Area of Operations for the Operator, and / or
- The State or Union Territory in which the Operator has been permitted to distribute the signalsof television channels under this agreement.

Schedule D

INCENTIVE SCHEMES ON MRP OF A-LA-CARTE AND BOUQUET RATES OF THE BROADCASTER

- The Broadcaster is offering certain incentives to all Affiliates who avail the channels in a-la-carte or Bouquet(s) as provided under Schedule A of this Agreement. In order to avail the Incentives, it shall be understood and presumed that the Affiliate has read and accepted the conditions detailed in this Agreement.
- The Affiliate 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 Affiliate meeting each of the eligibility criteria as stated under Clause 7.2 of this Agreement, strictly in the manner, sequence and as per conditions set forth hereunder.
- Incentive will be applicable on Bouquet MRP, if Affiliate selects the Bouquet(s) of channels provided under Schedule A.
- Incentive will be applicable on ala carte MRP, if Affiliate selects the channels on ala-carte basis, as provided under Schedule A.

I. Incentive Parameters

A. Based on LCN

Channels	% LCN Incentive
NDTV 24x7 & NDTV India	3%
All 4 channels (NDTV 24x7, NDTV India, NDTV Profit, Good Times)	5%

B. Based on Penetration

Channels	% Penetration Incentive
NDTV 24x7 & NDTV India	5%
All 4 channels (NDTV 24x7, NDTV India, NDTV Profit, Good Times)	10%

II. Table A

Channel	LCN	Genre/Language	Competing Channels	Market	Penetration Level
NDTV 24x7	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 India	Top 5	News & Current Affairs/Hindi	Aaj Tak, ABP News, Zee News, News 18 and channels of similar language and genre/sub-genre	HSM	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/sub-genre	All India	In parity with all competing channels
GoodTimes	Top 5	Infotainment / English, Hindi	Fox Life, TLC, Travel Xp, Living Food and channels of similar language and genre/sub-genre	All India	In parity with all competing channels

Schedule E

Addressable System Requirements

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

1. The Affiliate shall ensure that the current version of the CAS, in use, do not have any history of hacking.

Explanation: A written declaration available with the MSO from the CAS vendor, in this regard, shall be construed as compliance of this requirement.

2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The Affiliate shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.

6. The Affiliate shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the distributor within 24 hours.
9. The STB and STB viewing card shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - a) Unique customer identification (ID)
 - b) Subscription contract number
 - c) Name of the subscriber
 - d) Billing address
 - e) Installation address
 - f) Landline telephone number
 - g) Mobile telephone number
 - h) E-mail address
 - i) Channels, bouquets and services subscribed
 - j) Unique STB number

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

21. The Affiliate shall preserve unedited data of the CAS and the SMS for at least two years.

B. Fingerprinting:

1. The Affiliate shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.

2. The STB should support both visible and covert types of finger printing.

Provided that only the STB deployed after coming into effect of Interconnection Amendment Regulations shall support the covert finger printing.

3. The finger printing should not be removable by pressing any key on the remote of STB.

4. The finger printing should be on the top most layer of the video.

5. The finger printing should be such that it can identify the unique STB number or the unique STB viewing card number.

6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.

7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.

8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the STB viewing card.

9. The finger printing should be possible on global as well as on the individual STB basis.

10. The overt finger printing should be displayed by the Affiliate without any alteration with regard to the time, location, duration and frequency.

11. Scroll messaging should be only available in the lower part of the screen.

12. The STB should have a provision that finger printing is never disabled.

13. The watermarking network logo for all pay channels shall be inserted at encoder end only.

Provided that only the encoders deployed after coming into effect of Interconnection Amendment Regulations shall support watermarking network logo for all pay channels at the encoder end.

C. Set Top Box (STB):

1. All STBs should have a Conditional Access System.

2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.

3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.

4. The STB should be individually addressable from the Head-end.

5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

Schedule F
Anti-piracy obligations and Content Protection Systems

A. Anti-Piracy Obligations

The Affiliate undertakes to adhere to all anti-piracy and security obligations as set out hereunder:

1. It shall take all appropriate and necessary steps and measures to prevent piracy or any other violation of intellectual property rights of the Channels, directly or indirectly. Affiliate further states that the STB shall have a provision that finger printing is never disabled.
2. If a Set Top Box (STB) is involved or used in piracy or unauthorized distribution of the Services in any manner whatsoever or if NDTV requests de-authorization or disconnection of a STB, Affiliate undertakes to de-authorize or disconnect the relevant STB, within 6 hours (during high impact television events agreed by Parties in advance and within 24 hours under normal circumstances) of becoming aware of such piracy/unauthorized distribution or of receiving NDTV's request (as the case may be).
3. The Affiliate shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorised viewing of the Channels, distributed/transmitted through its Distribution System on a regular daily basis. The finger printing should not be removable by pressing any key on the remote and should be on the top most layer of the video. It should be such that it can identify the unique STB number or the unique STB viewing card number.
4. The Affiliate shall ensure that the location of the finger printing is changeable from the Distribution System and should be random on the viewing device and should also be able to give the numbers of characters as to identify the unique STB and/ or the viewing card. Further, the finger printing should be possible on global as well as on the individual STB basis and the overt finger printing and on screen display (OSD) messages of the respective broadcasters should be displayed without any alteration with regard to the time, location, duration and frequency (within technical limitations of the receiver in use for reception of services).
5. The Affiliate agrees to comply with the following STB requirements that:
 - a) All its STBs shall have embedded Conditional Access.
 - b) The STB will be capable of decrypting the Conditional Access inserted by the Headend.
 - c) The STB will be capable of doing Finger printing. The STB will support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
 - d) The STB will be individually addressable from the Headend.
 - e) The STB will be able to take the messaging from the Headend.
 - f) The STB is BIS compliant.
 - g) The STBs will be addressable over the air to facilitate Over The Air (OTA) software upgrade.
 - h) The messaging character length should be minimal 120 characters.
 - i) There should be provision for global messaging, group messaging and the individual STB messaging
 - j) The STB should have forced messaging capability including forced finger printing display.
 - k) The STBs with facilities for recording the programs shall have a copy protection system.
6. The Affiliate undertakes that:
 - a) The current version of the conditional access system does not have any history of hacking.
 - b) The fingerprinting does not get invalidated by the use of any device or software.
 - c) The STB & STB viewing card are paired from head-end to ensure security.

- d) The SMS and CAS are integrated for activation and deactivation process from SMS simultaneously through both the systems. Further, the CAS is independently capable of generating log of all activations and deactivations.
- e) It has the capability of upgrading the CAS in case of a known incidence of hacking.
- f) The SMS & CAS are capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
- g) The SMS is computerized and capable to record the vital information and data concerning the subscribers such as:
 - (i) Unique Customer ID
 - (ii) Subscription Contract No.
 - (iii) Name of the subscriber
 - (iv) Billing Address
 - (v) Installation Address
 - (vi) Landline No.
 - (vii) Mobile No.
 - (viii) Email ID.
 - (ix) Service /Package subscribed to
 - (x) Unique STB No.
 - (xi) Unique STB viewing card No.
- h) The SMS is able to undertake the:
 - (i) Viewing and printing historical data in terms of the activations, deactivations etc.
 - (ii) Location of each and every STB/STB viewing card unit
 - (iii) The SMS is capable of giving the reporting at any desired time about:
 1. The total no subscribers authorized.
 2. The total no of subscribers on the network.
 3. The total no of subscribers subscribing to a particular service at any particular date.
 4. The details of channels opted by subscriber on a-la carte basis.
 5. The package wise details of the channels in the package.
 6. The package wise subscriber numbers.
 7. The ageing of the subscriber on the particular channel or package.
 8. The history of all the above-mentioned data for the period of the last 2 years.
- i) The SMS and CAS are able to handle at least one million concurrent subscribers on the system.
- j) Both CAS& SMS systems are of reputed organization and have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
- k) The CAS system provider is able to provide monthly log of the activations.
- l) The SMS is able to generate itemized billing such as content cost, rental of the Equipment(s), taxes etc.
- m) The CAS& SMS system suppliers have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- n) CAS & SMS have the provision to tag and blacklist STB viewing card numbers and STB numbers that have been involved in piracy in the past to ensure that the STB viewing card or the STB cannot be re-deployed.

B. Content Protection Systems

1. Input/ Output Requirements for STBs.

- (i) Video Input Controls. Any digital input capable of receiving non-service video signals for transmission to a television monitor must respect the instructions embedded in the Subscribed Channels and Subscribed Channel's content. The Affiliate and NDTV further agree to hold periodic joint meetings to discuss digital piracy and potential technology solutions.
- (ii) Digital Outputs. The Affiliate shall not transmit or cause or permit the distribution of the Subscribed Channels and Subscribed Channel's content via any digital output.
- (iii) Output Control. The Affiliate shall ensure that each STB has the capability to enable or disable individual outputs on a program-by-program basis and shall do so upon request of NDTV.

2. DRM Specifications

The Affiliate shall provide a digital rights management software application license to NDTV ("DRM"). Any changes to such DRM shall be intimated to NDTV within seven (7) days of such change.

3. General Requirements

(A) Technical Facilities; Copy Protection. The Affiliate shall employ such full security systems and encryption and encoding procedures as are appropriate in accordance with the instructions of NDTV to prevent unauthorised persons from receiving, duplicating or retransmitting, all or any part of any Channels. Without limiting the foregoing, the Affiliate shall employ security systems and procedures to protect the Channels from damage, theft and loss, including the following:

- (i) The Affiliate will maintain a vulnerability management team that conducts risk assessments and reviews applicable security patches and upgrades of the distribution system.
- (ii) The Affiliate shall not make, authorise or permit any other person to make, any duplicate copies of the Channels without NDTV's prior written consent.

(B) Copy Control Information. The Affiliate shall not strip out or obscure data fields or other data packets containing the embedded technology or other encoding or watermarks (including forensic watermark) as may be embedded in the Channels and Channels content as delivered to the Affiliate.

4. Security Breaches.

The Affiliate shall notify NDTV and investigate the matter as soon as reasonably practicable but in no event later than 24 hours after Affiliate becomes aware of any security breach (e.g. circumvention, breach or failure of its security systems, CAS or copy control systems, the Approved DRM, the usage rules, or the Affiliate's servers affecting the Channels (a "Security Breach"). NDTV shall have the right to require Affiliate to suspend the exhibition of the Channels via the distribution system until the security breach is remedied. NDTV's exercise of its right to require the Affiliate to suspend the exhibition of the Channels and hereunder shall in no event lengthen the Term under this Agreement.

**Schedule G
HARDWARE FORM**

Issued to : _____

Address : _____

_____ City : _____ State : _____

Pin Code : _____ Telephone No. : _____

Hardware Details:

Channels	IRD No.	Viewing Card No.

Received By : _____

Signature : _____

Issued By : _____

Signature : _____

Date : _____