

**REFERENCE INTERCONNECT OFFER FOR DIGITAL ADDRESSABLE CABLE SYSTEMS
FROM NEO SPORTS BROADCAST PRIVATE LIMITED (NSBPL) TO MULTI SYSTEM OPERATORS FOR DIGITAL
ADDRESSABLE CABLE SYSTEMS**

Pursuant to clause 4(1) of The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations 2012 dated 30 April 2012, this Reference Interconnect Offer ("RIO"), inter alia, provides broad technical and commercial terms and conditions which a Multi System Operator ("Operator") would need to satisfy to obtain interconnection from NEO Sports Broadcast Private Limited ("NSBPL") for its Digital Addressable Cable System. On receipt of a request from the MSOs in terms of Clause 3(3) of the Regulations, NSBPL and the concerned MSOs shall have to enter into a detailed Retransmission Agreement containing all the terms and conditions to enable the MSOs to avail the signals of the NSBPL Channels for further re-transmission to the Subscribers from its Platform.

Every MSO as defined in the Regulations, while seeking interconnection with NSBPL shall ensure that its Digital Addressable Systems ("DAS") installed for the distribution of the TV channels meet the DAS requirements specified in Schedule 1 to the Regulations as amended from time to time. Provided that in case NSBPL finds that the DAS being used by the MSO for distribution of TV channels does not meet the requirements specified in Schedule I of the Regulations, it shall inform such MSO who shall get its DAS audited by M/s Broadcast Engineering Consultants India Ltd. Or any other authority as may be specified by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule I to the Regulations.

Further, in the interests of harmonious commercial relationships, any Operator that wishes to accept NSBPL's RIO must ensure that the said Operator and its Affiliate/related Companies have cleared all outstanding payments due to NSBPL and/or its Affiliate/related Companies.

Conversely, should any Operator or Affiliate/related Company be owed any overdue payments by NSBPL or its Affiliate/related Companies, NSBPL will ensure that such overdue payments are cleared before entering into an agreement pursuant to this RIO.

For NEO Sports Broadcast Pvt. Ltd

For Operator

Reference Interconnect Offer for Digital Addressable Cable Television Systems (DAS)

Agreement No: _____

Operator Code: _____

Sales Person: _____

Self attested
Photograph
of the
Authorized
signatory of
the operator

This Digital Addressable Cable Television System Agreement ("Agreement") is executed by and between:

NEO Sports Broadcast Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at _____ ("NSBPL"/ "Company")

AND

Operator ("Operator")

Name: _____

Status: Proprietorship Partnership Firm Company JF
 Individual Others

Cable TV/P&T Regd. No.: _____

CAS License No. (If applicable) : _____

Valid From: _____ Valid Upto: _____

DAS License No: _____

Valid From: _____ Valid Upto: _____

PAN No: _____

Service Tax Registration No.: _____

TAN No.: _____

Entertainment Tax Registration No.: _____

Correspondence Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person: _____ Mob. No.: _____

E-Mail Id.: _____

Installation Address: _____

For NEO Sports Broadcast Pvt. Ltd

For Operator

Tel. No.: _____ Fax No.: _____

Contact Person: _____ Mob. No.: _____

Name of the Authorized Signatory (Mr./Ms.): _____

[hereinafter referred to as "Operator/MSO", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family ("HUF")].

NSBPL and the Operator are hereinafter individually and collectively referred to as "Party" and "Parties", respectively.

WHEREAS:

- A. NSBPL is exclusively authorized to distribute the Channels, inter alia, to the Cable Operators authorized to retransmit signals of satellite television channels through such Cable Operator's Digital Addressable System in the DAS Areas.
- B. The Operator is the owner of a Digital addressable system, and is desirous of making available the channel on its platform.
- C. The Operator has now approached NSBPL, and represented to NSBPL that it has obtained the requisite license/permissions, and it has requisite skills and infrastructure for transmission of the Channels on its Digital addressable system.

AND WHEREAS relying upon Operator's representation, NSBPL has agreed to provide the Channels to the Operator, subject to the terms and conditions contained herein.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- (i) "Applicable Laws" means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (ii) "Area" means the city/cities _____ of which forms part of the DAS Areas.
- (iii) "Bouquet" or "Bouquets" means package(s) of channels, from amongst the Channels, offered by NSBPL as are listed in Annexure A of this Agreement.
- (iv) "Broadcaster" means the respective owner(s) of any channel from amongst the Channels.

For NEO Sports Broadcast Pvt. Ltd

For Operator

- (v) "Conditional Access System" or "CAS" means conditional access system installed at the Operator's Cable Television Network headend that enables Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (vi) "Cable Operator" means any person who provides Cable Services through a Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network and fulfills the prescribed eligibility criteria and conditions.
- (vii) "Cable Services" means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (viii) "Cable Television Network" means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (ix) "Channels" means the linear feed of satellite television channels listed in Annexure A of this Agreement.
- (x) "Confidential Information" means any confidential information disclosed by NSBPL to the Operator while the Operator is participating in the affairs/business of NSBPL and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by NSBPL during the Term.
- (xi) "DAS Areas" means the areas within the Territory where in terms of notifications issued by the Central Government under sub-section (1) of section 4(A) of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), as amended from time to time, it is obligatory for every cable operator to transmit or re-transmit programs of any channel in an encrypted form through a Digital Addressable System.
- (xii) "Digital 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 signals of the Cable Television Network can be sent in an encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the Subscriber within limits of the authorization made, through the Conditional Access System, and the Subscriber Management System, on the explicit choice and request of such Subscriber, by the Cable Operator to the Subscriber.
- (xiii) "Effective Date" means the date mentioned in **Annexure A** of this Agreement.
- (xiv) "Equipment" means equipment comprising of digital satellite receivers/professional integrated receiver decoder (PIRDs) with SDI output together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure B** hereto at the sole cost of the Operator, which enables the Operator decrypt the encrypted signals of the Subscriber Channels.
- (xv) "Intellectual Property" means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xvi) "Material Breach" means
- 1) Non-payment/part payment of the Subscription fee as per the terms of this Agreement.

- 2) Providing incorrect Statement/warranties and/or in the event of a statement /warranty of the party is found to be incorrect.
- 3) Non providing of Subscriber report as per Clause 7 for a continuous period of Two Months
- 4) Distribution of Channels in other than agreed designated language
- 5) Tampering with SMS/CAS, Equipment(s) and/or Records
- 6) Non-integration of CAS & SMS
- 7) Change of location of Equipment by the Affiliate without consent of NEO.
- 8) Provision of Services by the Affiliate in any other mode other than DAS
- 9) Provision of Services outside the Territory
- 10) Provision of Services to other than the Permitted Distributed System and
- 11) Non compliance of the terms of SCHEDULE 1 attached to this Agreement.

- (xvii) "MIB" means the Ministry of Information & Broadcasting in India.
- (xviii) "Monthly License Fees" means the monthly license fee payable by the Operator to NSBPL in terms of Clause 5 of this Agreement.
- (xix) "National Newspaper" for the purpose of this Agreement means a newspaper which has a maximum coverage across the Affiliate's territory which includes vernacular language speaking regions and it should cover atleast 70% of its subscribers.
- (xx) "Package" means shall mean a set of channels selected by the Affiliate in order to offer the same as a bouquet to its subscribers for an indicated consideration where all the channels in the said bouquet are simultaneously made available to the subscribers for EXACTLY the same duration and can be viewed at any point in time as a part of the said package.
- (xxi) "STB" means the Operator provided and/or the Operator authorized set top box (embedded with the Operator designated vendor designed CAS microchip) installed in the premises of the Subscriber as connected to the television of the Subscriber that allows the Subscriber to receive the Subscribed Channels in unencrypted and descrambled from through the Operator's Digital Addressable System.
- (xxii) "Subscribed Channels" means the channels from amongst the Channels and/or Bouquets subscribed/carried by the Operator, as are specifically identified by the Operator by assigning tick marks (✓) against such channels from amongst the Channels and/or Bouquets listed in Annexure A to this Agreement.
- (xxiii) "Subscriber Management System" or "SMS" means a system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.
- (xxiv) "Subscriber Reports" means the monthly Subscriber reports to be provided by the Operator to NSBPL in terms of Clause 7 of this Agreement.
- (xxv) "NEO Sports Broadcast Pvt. Ltd." shall mean all Intellectual Property owned or used by NSBPL or its affiliates from time to time in connection with the Channel/Subscribed Channels, including,

without limitation, the trade names and trademarks specified by NSBPL itself, or on behalf of its subsidiaries or otherwise notified in writing by NSBPL from time to time.

- (xxvi) "TDSAT" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (xxvii) "Technical Specifications" means the technical specifications set forth in Schedule 1 to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (xxviii) "Term" The Term of the Agreement shall begin from the Start Date, and continue till the End Date set forth in **Annexure A** of this Agreement, notwithstanding that the agreement is signed after the effective date, unless terminated earlier in accordance with the terms of the Agreement. The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties
- (xxix) "Territory" means as set forth in **Annexure A** hereto (hereinafter referred to as which forms an integral part of this Agreement.
- (xxx) "TRAI" means the Telecom Regulatory Authority of India

The title of this Agreement and its headings are used for convenience only and shall not affect the interpretation of this Agreement.

Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders and reference to an individual shall include his personal representative, successor or legal heir.

2. NON-EXCLUSIVE RIGHTS

- (i) Rights Granted: The Operator shall have the non-exclusive right to retransmit NSBPL Channels in an uninterrupted linear manner on 24x7x365(6) basis during the Term via the cable television network in the Territory on the digital "addressable systems" (as defined in the Regulations) owned and operated by the Operator (the "Platform") for retransmission to Subscribers (as defined in clause 3 below).
- (ii) Excluded Rights: All other rights and means of retransmission not specifically and expressly granted to the Operator are expressly excluded and reserved by NSBPL, including, but not limited to, transmission via any "Headend-in-the-sky" ("HITS") platform to cable operators, Direct to home transmission ("DTH"), IPTV systems, Internet, mobile and any other wireless device. For the avoidance of doubt, this also excludes distribution of any non-linear content of NSBPL Channels through the Platform including, but not limited to time shifting/multiplexing[/PPV/VOD/SVOD],(whether currently existing or that may come into existence in the future.
- (iii) Manner of retransmission: NSBPL Channels are to be continuously transmitted on the Operator's Platform simultaneously upon receipt of the signals of NSBPL Channels without any interruption, editing, interference, recording or alteration. The Operator shall not sub-license any of its rights hereunder to any other person. For the avoidance of doubt it is hereby clarified that the Operator shall not offer NSBPL Channels to its Subscribers for specific hours or programming or in any non-linear manner.

3. SUBSCRIBERS AND TERRITORY

- (i) **“Subscriber”** means an ordinary subscriber as defined under the Telecommunication (Broadcasting and Cable Services) Interconnection (Ninth Amendment) Regulation, 2015 (6 of 2015) dated September 14, 2015 and specifically excludes subscriber who is a commercial subscriber. The Parties agree commercial subscriber shall have the same meaning as defined under the Telecommunication (Broadcasting and Cable Services) Interconnection (Ninth Amendment) Regulation, 2015 (6 of 2015) dated September 14, 2015 i.e. ‘commercial subscriber’ means a subscriber who causes the signals of the TV channels to be heard or seen by any person for a specific sum of money to be paid by such person.
- (ii) **“Territory”** means as set forth in **Annexure A** hereto. The Operator hereby undertakes that it shall distribute the Channel(s) only in the agreed Territory and any distribution of the subscribed Channel(s) beyond the Territory without prior authorization from NSBPL or more than the declared number of Subscribers will be deemed as distribution without authorization and will also constitute a Material Breach, for which NSBPL is entitled to terminate the Agreement and/or claim damages for the same without prejudice to any other rights available to NEO.

4. PACKAGING

- (i) The Operator undertakes to NSBPL that it shall package NSBPL Channels as per applicable law including but not limited to the Regulations;
- (ii) In the event the Operator decides to (provided the applicable Regulations permit the Operator to do so) offer all sports channels on its platform to its subscribers outside the package (whether as a part of a sports bouquet/package or any other bouquet/package or on an a la carte basis, whether voluntarily or otherwise), the Operator shall:
 - a) Offer the Channels to its Subscribers on a quarterly basis (i.e. 3 months from the date of commencement of subscription)
- (iii) The Operator undertakes to NSBPL that:
 - a) No NSBPL Channel shall be disadvantaged or otherwise treated less favourably by the Operator with respect to competing channels on a genre basis; and
 - b) Included in any package or tier that contains any channel with pornographic content or any gambling channel.
- (iv) Once any of the NSBPL Channel has been included in a Pack/Package/Scheme, the Operator shall not change the composition of the subscription Package in which NSBPL channel(s) has been placed, for a period of six months from the date of enrolment of the subscriber to such subscription package and all such changes in the composition of the subscription Package shall be fully compliant of the Standard of Quality of Service (Digital Addressable Cable TV System) Regulations, 2012.
- (v) The genre of NSBPL channel is sports and the Operator shall place the channels of NSBPL in only the genre declared by NSBPL.
- (vi) In the event the affiliate opts to sell/distribute NEOs Channels/ NEO bouquet on an A-la-carte basis, then it is agreed by the Affiliate, that the Affiliate shall not remove the channels at its own discretion and the removal of channels shall only be allowed provided the subscriber chooses specifically to opt out of the NEO channels taken on a-la-carte.

5. LICENSE FEE

- (i) For each month or part thereof during the Term of the Agreement, the Operator shall pay to NSBPL the Monthly license Fee which shall be the Rate multiplied by the Monthly Average Subscriber level.
- (ii) The a-la-carte and bouquet "Rate" per subscriber per month is set out in **Annexure A** hereof (hereinafter referred to as the "Rate"). The per subscriber per month Rate detailed in **Annexure A** is exclusive of all taxes and levies. NSBPL reserves the right to revise the Rate.
- (iii) The "Monthly Average Subscriber level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two. For the purpose of calculation of the Monthly License Fee payable to NSBPL, the term "Subscriber" shall be defined in clause 3 of this Agreement.

5.A. CALCULATION OF LICENSE FEE

- (i) If the Operator is availing one or more bouquet(s) as set forth in **Annexure A**
 - (a) If the Operator is providing the Bouquet(s) as a whole to the Subscribers, the Monthly license Fee for such Bouquet(s) shall be equal to the Rate of the Bouquet(s) as set out in **Annexure A**, multiplied by the Monthly Average Subscriber level of the Bouquet(s).
 - (b) If the Operator offers only certain Channels comprised in such Bouquet or packages the Channels comprised in such opted Bouquet in a manner resulting in different subscriber base for different Channels comprised in such opted Bouquet, then the payment to NSBPL for such entire opted Bouquet by the Operator, shall be calculated on the basis of number of Subscribers for the Channel which has highest number of Subscribers amongst the Channels comprised in the Bouquet.
- (ii) If Operator is availing one or more or all Channels on a-la -carte rate basis:
 - (a) If the Operator is providing the Channels on a-la-carte basis to Subscribers, the Monthly license Fee for such a-la-carte Channels shall be equal to the a-la-carte Rate as set out in **Annexure A** multiplied by the "Monthly Average Subscriber Level" of the channels on a-la-carte basis.
 - (b) If the Operator does not offer such opted a-la-carte channel(s) as a-la-carte to its Subscriber but offers the a-la-carte channel(s) in packages, then the payment to NSBPL for each of the ala-carte Channels shall be calculated on the basis of the average number of Subscribers of the package in which such opted a-la- carte Channel has been placed.
- (iii) If the Operator is availing one or more Channels on a-la-carte rate basis and also opts for different Bouquet(s) not comprising of Channels opted on a-la-carte basis:
 - (a) For Bouquet(s), the Monthly License Fees shall be calculated on the basis of sub clause I above.
 - (b) For a-la-carte Channels, the Monthly License Fees shall be calculated on the basis of sub clause II above.

Payment of the License Fee shall be subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961 as amended from time to time.

6. PAYMENT TERMS

- (i) The Monthly License Fee shall be paid in arrears within fifteen (15) days from receipt of invoice (the "Due Date"), raised on the basis of detailed Subscriber report of the Operator, by NSBPL, without any deduction except deduction of withholding tax/TDS as provided in this Agreement.
- (ii) Within seven days of end of each month, the Operator shall provide opening and closing number of Subscribers for that particular month for each of the Channels opted by the Operator, both as a-la-carte and as bouquet, based on which NSBPL shall be responsible for raising an invoice on the Operator. In case the Operator fails to send the report within the aforesaid period of seven days, NSBPL shall have the right to raise a provisional invoice and the Operator shall be under obligation to pay the License Fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the Monthly License Fee payable by the Operator for the immediately preceding month. On receipt of the report from the Operator, the parties would conduct reconciliation between the provisional invoice raised by NSBPL and the report sent by the Operator.
- (iii) The Operator agrees and undertakes to declare the true subscriber base to NSBPL and send an updated list thereof as per the terms and conditions of this Agreement. In case after verification NEO arrives at the opinion that the Affiliate has been distributing the Services in any area other than authorized Territory and/or to the number of Subscriber receiving the Service are more than the number declared by the Operator; NSBPL may, upon notice to the Operator, increase the License Fees and the Operator agrees to pay the increased License Fees in accordance with the provisions hereof, without raising any dispute in this regard, unless he proves, within five days from such notice, that the opinion of NSBPL is based on wrong information/assumption.
- (iv) The Operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the Operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 18% (the "Late Payment Interest Rate"). The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the License Fee by the Due Date, and NSBPL shall retain all of its other rights and remedies under the Agreement.
- (v) All License Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the Operator's cost and will be charged at the prevailing rates by NSBPL to the Operator.
- (vi) If payment of the License Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Operator shall provide tax withholding certificates to NSBPL within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issued there under.

7. SUBSCRIBER REPORT

- (i) The Operator shall maintain at its own expense a subscriber management system (hereinafter referred to as the "SMS") which should be fully integrated with the Conditional Access System (hereinafter referred to as the "CAS") and any activation or de-activation of a Subscriber's Set Top Box is processed simultaneously through both systems.

- (ii) The Operator shall provide to NSBPL complete and accurate opening and closing subscriber monthly reports for the Channels and the tier and/or package containing the Channels within seven (7) days from the end of each month in the format provided by NSBPL.
- (iii) Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included) and the License Fees payable to NSBPL and shall be signed and attested by an officer of the Operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.
- (iv) Operator shall also include in its Subscriber Report, comprehensive details of all incidents of piracy and signal theft involving the Platform, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report or meeting. The obligation of Operator to provide to NSBPL the Subscriber Reports shall survive termination of the Agreement until NSBPL receives the Subscriber Reports for each relevant month for which any License Fee is payable.
- (v) Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable NSBPL to verify and ascertain (i) veracity of the Subscriber Reports supplied by Operator pursuant to this Clause, (ii) the payments due to NSBPL hereunder, and (iii) Operator's compliance with its anti-piracy obligations as set out in this Agreement.

8. ALTERATION OF SERVICE

- (i) Operator agrees to carry the Channel(s) in its entirety, in the order and at the time transmitted by NSBPL's licensors without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions except as authorized in advance in writing by NSBPL, including for any electronic program guide as referenced below. Operator shall not redistribute any portion of the Channel(s) except as specifically authorized by NSBPL in writing. NSBPL and its licensors reserve the right to alter the Channel(s), including the name of the Channel(s) and the programming exhibited on the Channel(s).
- (ii) Operator also agrees and undertakes that it shall not superimpose or otherwise insert any advertisements, promotions, programmes, data and content whatsoever either its own or that of any other channel before/during/after or along with the content of the Channel(s).
- (iii) For the avoidance of doubt, Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub title or repackage the Channel for any purpose or copy and store the content of the Channel on any storage device in any medium. Neither will Operator enable Subscribers to do the same unless permitted under applicable regulations of Telecom Regulatory Authority of India ("TRAI") i.e. the Operator can provide Personal Video Recorder/Digital Video Recorder ("PVR"/"DVR") facility at Subscriber end, in accordance with applicable TRAI regulations, provided use of such PVR/DVR is regulated by agreement between Operator and its Subscriber and is only for non-commercial and private viewing by the Subscriber. Further, the PVR/DVR provided by Operator should necessarily have the following features:
 - a. Content should get recorded along with finger printing and watermark logo of the Platform and such finger printing and watermark logo should also be displayed during payout.

- b. Recorded content should be encrypted and should not play on any other devices other than the concerned PVR/DVR.
 - c. Content should get recorded only if the current concerned Subscriber's subscription of that channel is active. Upon expiry of the said subscription, concerned Subscriber should not be able to view the recorded content.
 - d. User should not have access to install third party application/software on the set top box.
- (iv) Without prejudice to the foregoing, Operator is allowed to only add/insert its own trademark, logo, name or other insertion of similar nature in the form of translucent watermark, any On Screen Display ("OSD") (collectively referred to as the "Insertion") while transmitting/re-transmitting the signals. The Insertion shall also be subject to the following conditions:
- a. The Insertion shall also be inserted on other channels on the Platform.
 - b. At any point in time, there will only be a single Insertion and, it shall not appear more than once on the screen.
 - c. The Insertion shall not be more prominent than the respective Channel's logo. Further, the placement and size of Insertion, particularly Operator's logo, (on any of the Channels) shall not be different from the placement and size of Insertion on any similar channels (i.e. channel(s) having placement of their respective logos similar to the placement of logo(s) of Channel(s))
 - d. The Insertion shall not obscure or overlay the Channel(s)' logo or any programme that appears on the Channel(s).

9. INTERGRATED RECIEVER DECODERS AND VIEWING CARDS

- (i) The Integrated Receiver Decoders used for decoding the Service and the Viewing cards (hereinafter referred to as "Equipment"), details of which are mentioned in **Annexure B**, shall always be provided by NSBPL to the Operator and shall at all times remain the property of NSBPL. NSBPL may require Operator to pay a refundable security deposit (the "Security Deposit") before NSBPL delivers the Equipments to the Operator. Upon the return of the Equipments to NSBPL, NSBPL will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the Equipments.
- (ii) The Operator shall use and maintain the Equipments in accordance with the NSBPL instructions and will keep the Equipments in good repair/running condition and working order and have them insured at its own costs.
- (iii) NSBPL shall replace the Equipments in case of non-functioning during normal usage, however if it is found that the Operator has not used or maintained the them as per the instruction of NSBPL, , the Operator shall be liable to make good the cost of the same. It is further agreed that NSBPL shall not be liable to the Operator for any direct, indirect, special, consequential or indirect loss arising out of or by using the said the Equipments.
- (iv) The mere possession of the Equipments and making all payments relating to it, does not guarantee access to the Service.
- (v) The Equipments shall not be moved from the installation address, as specified in **Annexure B**, which shall be a secure location. Operator grants NSBPL the right at any time to enter the installation address to verify the presence of, and to inspect and test, each IRD and VC at the installation address. In the event the Equipments are missing, NSBPL will be entitled to take any action in law, including under existing criminal laws, to recover the Equipments. Further, in the event the Equipments are lost, misplaced, stolen, or is in any manner alienated from Operator's

possession, Operator shall immediately inform NSBPL of the same, with a copy of the relevant report lodged with the law enforcement authorities. Operator shall also immediately initiate all steps that may be possible for the recovery of the Equipments, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the Equipments shall be borne solely by Operator. In case the Equipments are not recovered the Security Deposit, as made by the Operator, NSBPL shall be free to recover the balance costs of the Equipments from the Operator.

- (vi) Operator ensures that the Equipments are not opened, tampered with or reproduced in any manner whatsoever. In the event that the hologram seal affixed to the IRD is broken while the IRD is in the possession of Operator, NSBPL may suspend the Service (after complying with the relevant regulations) without liability and such Service will be restored only at NSBPL's discretion and subject to Operator paying a non-refundable reactivation fee of Rs. 5000/- (Rs. Five Thousand only) or higher as per the existing policies of NSBPL on each such suspension. Operator acknowledges that the reactivation fee is not a penalty. Upon such IRD seal being broken, NSBPL may take back possession of the IRD and Operator's Security Deposit, as made by the Operator, shall stand forfeited.
- (vii) Operator assures that the Equipments are not sold, assigned, pledged or otherwise transferred to any party and is not used for any purpose other than receiving the Service.

10. DELIVERY AND SECURITY

- (i) All the Channels must be delivered by Operator to Subscribers in a securely encrypted manner and without any alteration. The transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the signals of the Channels by Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on the Platform.
- (ii) The Operator has represented to NSBPL that as of the date hereof, the Operator uses the encryption system as specified in **Annexure B** (the "Encryption System") to encrypt content on the Platform. Operator shall transmit the Channels through the Platform to subscribers located in the Territory in the manner of transmission and distribution specified in this Agreement with respect to the Platform, (the "Technical Specifications"). The Parties acknowledge and agree that any changes to the Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), and its version changes and upgrades during the Term shall be immediately intimated, in writing, to NSBPL.
- (iii) Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a channel-by-channel and decoder-by-decoder basis. The Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels, at its own cost and expense. The Operator acknowledges and agrees that the set top boxes, and their installed content protection systems, used by Subscribers of the Platform shall prohibit the use of digital outputs. Operator further agrees to make no use, nor authorize or permit others to make use of the Channel(s) or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then NSBPL shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels by Operator, or terminate the Agreement by providing three (3) weeks' prior written notice to the Operator. Operator agrees that it shall, at all times, comply with NSBPL's Technical Specifications.

- (iv) Operator acknowledges that NSBPL may in certain circumstances not control the appropriate rights to exhibit certain programs on the Channel(s) in the Territory (hereinafter referred to as the "Withheld Program(s)"). Accordingly, Operator acknowledges and agrees not to exhibit, and shall block or black out the transmission of any Withheld Program(s) upon notification from NSBPL.
- (v) Operator shall use its best efforts to maintain, for the Channels, first-class signal transmission quality to Subscribers in accordance with the highest international industry standards and applicable regulations (if any). NSBPL agrees to deliver the Channel(s)'s signals, for downlinking, of a quality sufficient to permit Operator to reasonably comply with such standards. Operator shall immediately notify NSBPL, in writing, of any degradation to Channel(s)'s signals.

11. ELECTRONIC PROGRAMMING GUIDE

- (i) If Operator has or creates an EPGN, or a printed programming guide for distribution to its Subscribers (a copy of which shall be sent to NSBPL simultaneously with mailings to Subscribers), then the programming schedule of each of the Subscribed Channel shall be prominently featured in them in the order of the EPGN for each of the Subscribed Channels. The Operator agrees not to disadvantage any of the Subscribed Channels or otherwise treat any of the Subscribed Channels less favorably with respect to competing channels on a genre basis in arranging the EPGNs.
- (ii) The EPGNs for the Subscribed Channels ideally shall not be changed over the Term. The Operator shall give NSBPL at least three (3) months prior written notice of any changes to the EPGNs for other channels. All changes shall be made in good faith without targeting the Subscribed Channels for discriminatory treatment vis-à-vis other channels falling within the same genres.
- (iii) The Operator shall offer all contributory language feeds for a given Channel to every Subscriber entitled to access that Channel.

12. ANTI-PIRACY

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the Operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by NSBPL.
- (ii) To ensure the Operator's ongoing compliance with the security requirements set out in the Agreement, NSBPL may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by NSBPL in writing no more than twice per year during the Term, at NSBPL's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Operator or NSBPL, then NSBPL shall work with the Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, NSBPL may, in its sole discretion, suspend the Operator's right to distribute the NSBPL Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to NSBPL's satisfaction. The operator shall bear the cost and expense of any subsequent technical audit to verify that the systems, procedures, security measures have been corrected by the Operator to NSBPL's satisfaction.

- (iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.
- (iv) The Operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Operator at the time the Channels are made available. If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Operator shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the NSBPL Channels for any other purpose, notify NSBPL and the Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use.
- (v) However the use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the Operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber.
- (vi) If so instructed by Information (as defined below) by NSBPL, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from NSBPL. Any communication under this clause shall be considered as valid Information only 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 the "information" may even be provided by NSBPL representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by NSBPL through e mail and the Operator shall be under obligation to act upon such information.
- (vii) Operator shall comply with the anti-piracy requirements ("Anti-Piracy Requirements") set out in **Schedule 2** and such other anti-piracy requirements as are notified by NSBPL to Operator in writing from time to time.

13. ADVERTISING AND PROMOTION

- (i) NSBPL grants to the Operator the non-exclusive right during the Term to use the NSBPL Marks solely in connection with the marketing and promotion of the Subscribed Channels and in a manner that has been pre-approved by NSBPL.
- (ii) The Operator undertakes to give:
 - a) An equivalent amount of marketing support for the Channels as it provides to other channels of the same genre;
 - b) Similar treatment to all Channels in all advertising material whereby Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and
 - c) Equal opportunity to the Channels for participation in events and promotions that the Operator undertakes subject to commercial agreement for each event.

14. AUDIT AND SUBSCRIBER MANAGEMENT SYSTEM

- (i) NSBPL's representatives shall have the right, twice in a calendar year, to review and/or audit the SMS, CAS, other related systems and records of SMS and CAS of the Operator relating to the Channels for the purpose of verifying the amounts properly payable to NSBPL under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. The scope of the said audit will be as defined in **Schedule 3** to this Agreement. If such review and or audit reveals that additional fees are payable to NSBPL, then after measurement of such incremental Fees (which should be done by NSBPL by 10th day from the end of review/audit), NSBPL shall raise invoice on the Operator for payment of differential Fees. Further such date of determination shall be deemed to be the completion of event for the differential Fees to be paid by the Operator. Operator shall immediately pay such fees, as increased by the late Payment Interest Rate, failing which NSBPL may, notwithstanding anything contained elsewhere in the Agreement, suspend any of the Service or terminate this Agreement, by giving such notice to Operator as is required under applicable TRAI regulation, without prejudice to NSBPL's right to claim the additional fees. If any fees due for any period exceed the fees reported by the Operator to be due for such period, by two (2) percent or more, the Operator shall pay all of NSBPL's costs incurred in connection with such review and/or audit, and take any necessary actions to avoid such errors in the future. At the end of each of these audits, Operator shall provide NSBPL with a current date channel-wise (bouquet/a-la-carte) subscriber report from its SMS, certified by its SMS manufacturer/vendor.
- (ii) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.
- (iii) Operator shall maintain at its own expense the SMS, capable of, at a minimum:
 - a. maintaining a computerized customer database capable of recording adequate details 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 setting up and maintaining an infrastructure whereby Subscriber contracts are collected, returned and recorded in the SMS database for ongoing administration;
 - c. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - d. administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of programming packages;
 - e. obtaining and distributing receivers and smart cards, if applicable, to Subscribers, and issue replacement smart cards from time to time in its discretion; and
 - f. that will enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

15. INTELLECTUAL PROPERTY

- (i) It is expressly agreed and understood that the Operator shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than those expressly provided in this Agreement.
- (ii) All Intellectual Property related to the Subscribed Channels shall belong exclusively to the NSBPL. The Operator shall not acquire any proprietary or other rights in the Intellectual Property to which NSBPL or its associates or subsidiaries assert proprietary or other rights, which NSBPL may notify

the Operator from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. The Operator may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of NSBPL. Marketing materials generated by the Operator may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Operator. Such marketing materials shall require the prior written approval of NSBPL. The Operator shall not acquire any proprietary or other rights over NSBPL Marks, and agrees not to use NSBPL Marks without prior written consent

16. TERMINATION AND SUSPENSION

- (i) Either Party has a right to terminate this Agreement by a 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 thirty (30) days of being required in writing to do so;
 - b. The bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
- (ii) NSBPL shall have the right to forthwith terminate this Agreement in the event (a) the digital addressable cable TV system license or any other material license necessary for the Operator to operate the Operator's digital addressable cable TV system service is revoked at any time (b) the Operator breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; and/or (c) NSBPL discontinues the Subscribed Channels with respect to all distributors and provides the Operator with at least ninety (90) days prior written notice.
- (iii) The Operator shall have the right to terminate this Agreement on written notice to NSBPL, if the Operator discontinues the Operator's digital addressable cable TV system business and provides at least ninety (90) days prior written notice.
- (iv) It is agreed that the Affiliate was given the channels/ taken the channels under the 'must provide' clause and in the event the Affiliate deactivates the Channels then the Affiliate undertakes to forfeit its rights to avail the services of NEO under the 'must provide' option from the date of deactivation. The reactivation will be at the sole discretion of NEO.
- (v) NSBPL shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to the Operator and/or take any other action as may be appropriate, upon occurrence of any of the following:
 - a. In case of dissolution of the partnership or winding up proceedings against the Operator;
 - b. In the event of assignment of the Agreement by the Operator without prior written approval of NSBPL;
 - c. If the Operator voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels (including but not limited to entering into an agreement/arrangement with another Broadcaster for operational and/or administrative and/or funding purposes, etc.);
 - d. In the event NSBPL is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of NSBPL to provide the Subscribed Channels or any part thereof to the Operator or limit the Operator's right or authorization to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts NSBPL to provide the Subscribed Channels to the Operator under the terms of this Agreement;

- e. If the Equipment are removed from the Installation Address without prior written consent of NSBPL or is being used or intended to be used, at a place other than the Installation Address;
 - f. If the Operator's representations, warranties contained in this Agreement are found to be untrue; and
 - g. If the Operator does not comply with any rules, regulations, orders of TRAI or any other government or statutory body/court or tribunal.
- (v) NSBPL's rights to terminate the Agreement shall be without prejudice to NSBPL's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

17. EFFECT OF TERMINATION

Upon expiry/termination of the Agreement:

- (i) NSBPL shall disconnect/deactivate signals of the Subscribed Channels, and any agreement between the Parties for carriage/placement of the Subscribed Channels on the Cable Television Network of the Operator ("**Allied Agreements**") shall automatically terminate.
- (ii) The Operator shall forthwith pay the outstanding amounts under the Agreement to NSBPL, failing which, without prejudice to NSBPL's rights to take appropriate legal action against the Operator, NSBPL reserves the right to adjust such outstanding amounts from the amounts payable by NSBPL to the Operator under the Allied Agreements.
- (iii) The Operator shall immediately return the Equipment of the Subscribed Channels to NSBPL in good working condition failing which the Operator shall be liable to compensation/damages, equivalent to the Monthly License Fees last paid by the Operator, for each month of delay, on a pro-rata basis.
- (iv) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession; and
- (v) The Operator shall within seven (7) days of the expiry/termination pay to NSBPL all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to NSBPL under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 18% (eighteen per cent) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
- (vi) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

18. GOVERNING LAW AND JURISDICTION

This Agreement shall be exclusively governed by the laws of India. In case of any dispute between the Parties, the Parties shall try to resolve such dispute by negotiations between the respective senior management personnel of the Parties. The Parties acknowledge that TDSAT shall have exclusive jurisdiction in respect of any dispute between the Parties arising in connection with this Agreement. In the event any claims fall outside the jurisdiction of TDSAT, they may be referred to any court of competent jurisdiction in Delhi.

19. REGULATORY AND INTERVENTION

In the event that there is any change to any applicable statutes, enactments, acts of legislation or ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final unappealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the license fees payable hereunder, such amendment to take effect from the date of such change. In the event that the Parties are unable to agree on an amendment within forty-five (45) days of the date of the request by the affected Party, then either Party may request TDSAT to resolve such dispute.

20. REPRESENTATION AND WARRANTIES

- (i) NSBPL represents and warrants to the Operator that it has full authority and all rights necessary to enter into this Agreement and to perform its obligations hereunder. Operator represents and warrants that it has full authority to enter into this Agreement, to deliver the Service, to perform its obligations hereunder and that upon execution hereof this Agreement shall be legally binding and enforceable against Operator.
- (ii) Operator further represents and warrants that: (a) it has and shall maintain, during the Term, the digital addressable cable TV system license and all the requisite statutory licenses and permissions required under the applicable laws, in connection with the ownership and operation by Operator of the Platform, including but not limited to, licenses/registration under the Cable Television Network Rules, 1994 read with Cable Television Network (Regulation) Act of 1995, as amended from time to time; (b) it shall, at all times, comply with the applicable laws, TRAI regulations and orders, including but not limited to, the Cable Television Networks (Regulation) Act, 1995 and The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulation, 2012, as amended from time to time. (c) in entering into and performing this Agreement, it is not in violation or conflict with any applicable law; (d) it has the necessary infrastructure including office and staff for running its cable operations smoothly and efficiently discharging its entire obligations under this Agreement; (e) Operator further represents that in entering into this Agreement it is not in breach and will not in future be in breach of any contractual obligation to any third party or other providers of television services that it carries on the Platform; (f) It shall not make any insertions whatsoever (whether audio, video, graphical or virtual) into Channel(s) unless previously authorized in writing by NSBPL; (g) It shall not provide the signals of the Channel(s) to any person/party who does not come within the purview of the term Subscriber (as defined hereinabove) and (h) It shall at all times comply with the terms and conditions of this Agreement.

- (iii) Operator agrees and undertakes that it shall not act in any manner inconsistent with or derogatory to the rights granted by NSBPL, under this Agreement. Operator also undertakes to not jeopardize the position of NSBPL in any manner whatsoever, by and of Operator's act or omission or conduct or deed.
- (iv) It is further expressly agreed between the Parties that the Service is provided solely on the basis of and in reliance upon the representation, warranties and declaration made by the Operator. There are no representations or agreements that are outside this written Agreement and this Agreement contains all of the understandings between the parties.

21. INDEMNIFICATION AND LIMITATION OF LIABILITY

Each Party shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the indemnifying Party of any provision herein. Neither Party shall be liable to the other for any indirect, special or consequential loss or damages arising under this Agreement, except that each Party is indemnified with respect to third party claims.

22. MISCELLANEOUS

(A) No Partnership/Agency:

Neither Party shall be or hold itself as the agent of the other under the Agreement. No subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with NSBPL by virtue of this Agreement or by NSBPL's delivery of the Subscribed Channels to the Operator. This Agreement between NSBPL and the Operator is on principal to principal basis and is terminable in nature.

(B) Confidentiality:

The parties agree to keep all information provided to them, the terms of this Agreement and the strategy and volume of business of other party as confidential, at all times. All data relating to NSBPL subscribers must be kept in strict confidence. The parties hereby undertake to keep confidential and not publish any material/information (except as per the terms of this Agreement) provided by other which has been disclosed under this Agreement. This clause will survive for a period of two years even after termination/expiry.

(C) Binding Nature:

All obligations and benefits arising under the Agreement shall pass to and be binding on the respective assignees, transferees and successors of the parties hereto.

(D) Force Majeure:

Neither party shall be liable for any delay in performing, or failing to perform, any or all of its obligations under this Agreement resulting from satellite malfunction, satellite jamming, which may affect the distribution of signals of the Subscribed channels to the subscribers provided that the party so affected gives prompt notice to the other party.

It is further agreed that failure on the part of either party to perform any of its obligations and the non furnishing of the Service, shall not entitle the other Party to raise any claim or be a breach hereunder to the extent that such failure arises from an event of *force-majeure*. If through force Majeure the fulfillment by either party of any obligation set forth in this Agreement will be delayed, the period of such delay will not be counted on in computing periods prescribed by this Agreement. Force Majeure will include any war, Court order, civil commotion, strike, governmental action, lockout, accident, decision of any sport governing body, epidemic, failure of satellite, Equipments, or any other event of any nature or kind whatsoever beyond the control of the Parties that directly or indirectly hinders or prevents it from commencing or proceeding with consummation of the transactions contemplated hereby.

It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of force Majeure. If the condition of force Majeure shall continue for a

period exceeding one (1) year, then the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance then the Agreement shall be terminated upon notice of either party to the other, on the thirtieth day after the notice is given.

(E) Assignment

Except in accordance with the provisions hereof, neither party is entitled to transfer/assign its obligations under this Agreement to any other person without the prior written approval of the other party and any such transfer/assignment shall be illegal, without authorization and impermissible; It is clarified and agreed that for above-said transfer/assignment and/or extension of distribution of Services a written approval of the other party is required (which the other party may provide or withhold at its sole discretion) and mere intimation by the party seeking such assignment or transfer will not be deemed as consent of the other party. If other party has consented to such transfer under the provisions hereof; this Agreement will be deemed to be binding on the new party from the date of grant of consent..

(F) Modifications:

Any amendment/modification in the Agreement shall be subject to terms of this agreement and will effect in writing

(G) Severability:

Any provision of this Agreement, which is invalid, illegal or unenforceable in any respect, shall be ineffective to the extent of that invalidity, illegality or unenforceability, without prejudice to the continuing operation of the remaining operation of the remaining provisions of this Agreement.

(H) Notices

- (1) All notices, requests, consents and other communication under this Agreement (“Notices”) shall be in writing and shall be sent by either (i) registered mail or (ii) courier or (iii) fax (followed by the original Notice to be sent by registered mail/courier within 24 hours of faxing the letter) to the respective Parties. Any Notice given in accordance with this clause, shall be deemed to have been given:
 - two(2) days after having been sent by courier
 - next day in case sent by fax
 - seven (7)days in case only by registered post

(I) Change of address & Telephone/fax numbers

Each of the parties shall give notice to the other of change of any address or telephone/fax number as soon as practicable and in any event within 48 hours of such change.

(J) Entire Agreement:

This document contains and records the entire Agreement between the parties, in the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties, written or oral, on the subject matter herein.

(K) Waiver

The failure by NSBPL to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement in the presence of the below stated witnesses

For NEO Sports Broadcast Private Limited _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____ _____	For _____ _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____ _____
Witness Name: _____ Designation: _____ Address: _____ _____	Witness Name: _____ Designation: _____ Address: _____ _____

For NEO Sports Broadcast Pvt. Ltd

For Operator

Schedule 1

Technical Specifications

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS)

A. STB Requirements:

1. All the STBs should have embedded Conditional Access (CA).
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be Bureau of Indian Standards (BIS) compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
12. The STB should be compatible with covert Finger Printing.
13. The STB should carry NSBPL's channels' Finger Printing without masking or tampering, with respect to time location, duration and frequency.

HD Set-Top-Box Requirements:

1. The HD Boxes shall be tamper resistant.
2. Security codes must be securely stored in the HD Box.
3. There should not be any testing points or interfaces in the HD Box provided to the Subscribers.
4. Security system in a HD Box or otherwise must have the capability to detect clone devices.
5. HD Box must enforce reasonable usage rules carried by the license.
6. The decryption and decoding processes must be integrated into a single process in the HD Box.
7. The video path from decryption to video outputs must be secured.
8. PVR content is protected. Any set top box or HD Box utilizing built-in PVRs shall employ an encryption system for the storage of material that binds the material to that particular set top box or HD Box.
9. HD Box shall have the ability to add finger printing in the video outputs (preferred to track clone/compromised devices).
10. HD Boxes shall have:
 - a) CGMS/A capability for analog outputs.
 - b) HDCP capability for DVI and/or HDMI outputs; and
 - c) DTCP capability for 1394, USB, Ethernet and/or other applicable outputs if provided.

B. Fingerprinting Requirements:

1. The finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.

5. The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.
6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.
8. 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.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.
11. If any piracy is reported by NSBPL, the Operator shall deactivate the STB and Viewing Card in 10 to 20 minutes of such reporting.

C. CAS & SMS Requirements:

1. The current version of the Conditional Access System should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
5. The CA provisioning company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - (a) Unique Customer Id
 - (b) Subscription Contract no
 - (c) Name of the subscriber
 - (d) Billing Address
 - (e) Installation Address
 - (f) Landline no
 - (g) Mobile No
 - (h) Email-id
 - (i) Service /Package subscribed to
 - (j) Unique STB No
 - (k) Unique VC No
8. The SMS should be able to undertake the:
 - (a) Viewing and printing historical data in terms of the activations, deactivations, etc.
 - (b) Location of each and every STB/VC unit
 - (c) The SMS should be capable of giving the reporting at any desired time about:
 - (i) The total no subscribers authorized
 - (ii) The total no of subscribers on the network
 - (iii) The total no of subscribers subscribing to a particular service at any particular date
 - (iv) The details of channels opted by subscriber on a-la carte basis
 - (v) The package wise details of the channels in the package
 - (vi) The package wise subscriber numbers
 - (vii) The ageing of the subscriber on the particular channel or package

(vii) The history of all the above mentioned data for the period of the last 2 years

9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
12. The SMS should be able to generate itemized billing such as content cost, rental of the equipment, taxes etc.
13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.
15. The Operator shall provide a copy of its CAS & SMS certification from the Authorized vendor of such CAS & SMS service.
16. The Operator shall co-operate and co-ordinate with NSBPL's anti-piracy team to curb the piracy of Channels in its network or piracy of channels being done using the signals of the Operator. If required, the operators shall also accompany the NSBPL Anti-piracy team to jointly investigate and take appropriate action to curb piracy.

For NEO Sports Broadcast Private Limited	For _____
_____	_____
(Signature & Seal)	(Signature & Seal)
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
_____	_____

SCHEDULE 2

NSBPL'S ANTI-PIRACY REQUIREMENTS

Anti-piracy terms for a company providing services in India ("OPERATOR")

1. General

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

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

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

2.2. The Operator represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of Set top boxes and Smart Cards so as to ensure that they are only sold within the Territory by The Operator or by its authorised dealers and such sales are only made to bona fide Subscribers residing in the Territory and installations are made at a residential address. Adequate systems, processes and controls shall include, without limitation, OPERATOR:

2.2.1. collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every Set Top Unit and Smart Card including, without limitation, the particulars specified in paragraph 2.4;

2.2.2. requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorised prior to re-authorisation, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any Set Top Unit and Smart Card;

2.2.3. investigating any multiple Smart Cards issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;

2.2.4. deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;

2.2.5. ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

2.2.6. requiring that for every change of address on the system and therefore re-location of a Set Top Unit, there is an independent physical verification of the new residential address; and

2.2.7. De-authorising any Set Top Unit or Smart Card that is found outside of the Territory or in the possession of a person who is not a bona fide Subscriber.

2.3 The Operator represents, warrants and undertakes that all of its Set top boxes and Smart Cards: (i) are sold and installed together as a pack only in the Territory and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular Set Top Unit and that the Channels cannot be viewed if such Smart Card is removed and used with any other Set Top Unit.

2.4 The Operator represents, warrants and undertakes that all installations of Set top boxes and Smart Cards are done directly by MSO or through its authorised dealers and only within the Territory, and that the installer for every installation physically checks and ensures before installation and

activation of a Set Top Unit and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system. In accordance with paragraph 2.2.1, OPERATOR's subscriber management system shall contain all of the following information items for each Subscriber prior to activation of a Smart Card and Set Top Unit for such Subscriber:

- 2.4.1. Name;
 - 2.4.2. Installation address;
 - 2.4.3. Billing address (if different);
 - 2.4.4. Telephone number of the installation address, where applicable;
 - 2.4.5. Authorized Subscriber's unique subscriber reference or subscription agreement number;
 - 2.4.6. Service/Channels/Packages that have been selected;
 - 2.4.7. Name and unique reference number of the dealer who sold the Set Top Unit to such Authorized Subscriber;
 - 2.4.8. Name and unique reference number of the dealer who sold the subscription to such Authorized Subscriber (if different);
 - 2.4.9. Name and unique reference number of the installer (if different from the dealer);
 - 2.4.10. Smart Card number; and
 - 2.4.11. Unique Set Top Unit number.
- 2.5. MSO agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channels can be accessed from addresses which are:
- 2.5.1. Not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the subscriber management system;
 - 2.5.2. Outside of the Territory; or
 - 2.5.3. That of a cable head end or any other distributor of such Channel to Subscriber.
- 2.6. In order to ensure that the Smart Card is only activated for bone fide Subscribers, MSO further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired Set Top Unit; and (b) that such Smart Card is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system.
- 2.7. MSO represents, warrants and undertakes that its subscriber management system: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every Set Top Unit and Smart Card to be recorded.

3. Fingerprinting

- 3.1. MSO shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by NSBPL and as reasonably requested from time to time.
- 3.2. MSO shall ensure that all Set top boxes should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by MSO or by NSBPL.
- 3.3. MSO shall ensure that it shall be able to operate the Fingerprinting across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen

display should support a minimum number of characters that preserve uniqueness to that Smart Card and Set Top Unit and any amendment of those characters will be on a pre-determined, consistent basis.

- 3.4. MSO shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:
 - 3.4.1. The Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;
 - 3.4.2. Fingerprinting to be provided by MSO on the Channels, as per the scheme provided by NSBPL; NSBPL shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

- 4.1. MSO shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2. MSO represents and warrants that: (a) both the Conditional Access and Subscriber billing systems shall be of a reputed organisation and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market outside of the Territory; (b) none of the current versions of the Conditional Access system have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its Conditional Access and Subscriber Management systems shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.
- 4.3. MSO agrees that it shall, at its sole cost, be responsible for ensuring the Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers to the Channels.

5. Piracy, piracy reports and prevention

- 5.1. Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
 - 5.1.1. Any Smart Card or Set Top Unit is being located, supplied or sold outside the Territory,
 - 5.1.2. Any of the Channels are being viewed via a Smart Card or Set Top Box by a third party that is not a Authorized Subscriber,
 - 5.1.3. A Smart Card is being used for viewing the Channels anywhere other than the registered address of a Authorized Subscriber in the Territory, or
 - 5.1.4. A Smart Card and/or Set Top Unit is being used by a cable MSO or other distributor to distribute any of the Channels, (each, a "Piracy Event").
- 5.2. If NSBPL or MSO becomes aware of a Piracy Event then MSO shall take all necessary steps to prevent or to stop such unauthorised or illegal use of the Channels or signals thereof.
 - 5.2.1. In the event NSBPL decides to take legal or other action against any infringing party committing or causing any Piracy Event, MSO shall provide all reasonable assistance to NSBPL to prevent or combat such Piracy Event.

- 5.2.2. If MSO wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of NSBPL, where NSBPL shall be one of the parties to such action, it shall notify NSBPL in writing and seek NSBPL prior written consent. Where NSBPL consents to MSO taking legal or other action on behalf of NSBPL, MSO shall keep NSBPL fully informed of the progress of such action. MSO shall not settle, attempt to settle or otherwise compromise the rights NSBPL or its affiliates without the prior written consent of NSBPL.
- 5.3. MSO agrees to change or upgrade its Conditional Access and/or Subscriber Management systems in the event the Conditional Access is shown to be hacked.
- 5.4. MSO shall investigate and report to NSBPL any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a Set Top Unit and/or Smart Card, or any illegal or unauthorised distribution or use of the Receiver Boxes, Set top boxes, Smart Cards or Viewing Cards or other equipment that enable access to the Channels.

For NEO Sports Broadcast Private Limited _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____ _____	For _____ _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____ _____
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SCHEDULE 3

For NEO Sports Broadcast Pvt. Ltd

For Operator

SCOPE OF AUDIT

Operator to provide NSBPL with following documents and information for audit purposes:

- (i) Complete Network Diagram of the head end;
- (ii) Fiber network and PIT information on Geo Map;
- (iii) Details of Territory i.e. area in which Operator is providing its service;
- (iv) Details of local cable operators ("LCOs") connected with Operator's Platform/network.
- (v) Details of areas in which Operator is providing its non-DAS services.

Following shall be validated during the audit:

1. Review Complete Network Diagram.
2. Undertaking from Operators for all SMS and CAS installed at Head end - issue of Multiple CAS/SMS
3. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking
4. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.
5. Review whether live diagram/fibre details of network are captured in SMS system
6. To check if OPERATOR specific coding/ID is available for Finger Printing
7. Confirm whether watermarking network logo for all pay channels are inserted at encoder end only
8. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
9. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
 - a) Unique Subscriber ID
 - b) Subscriber Contract Details - No, Term, Date, Name, Address & contact details
 - c) Hardware details
10. Review the subscribers' activation/de-activation history in the SMS system
11. Validate if the SMS is integrated with the Conditional Access ("CA") system.
12. Review if all the active and de-active STBs are synchronized in both SMS and CA system.
13. Validate if independent log/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
14. Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
15. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
16. Validate if the LCO is attached to a Subscriber
17. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
18. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Broadcasters/Aggregators.
19. In case of non-addressable systems, extraction, examination and evaluation of reports pertaining to channel-wise frequency/band allocation
20. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates,
21. Reviews of the following reports are supported by SMS & CA System.
 - a) Total no of Subscribers - active & de-active separately

- b) De-active subscribers with ageing
 - c) Channel wise Subscribers - total
 - d) Channel wise Subscribers - split by package
 - e) Revenue by Package/Channel
 - f) Subscriber/Revenue Reports by State/City
 - g) No of packages/services offered
 - h) List of Channels/rates of each package
 - i) Rate Card Options offered/Attached with active Subscribers
 - j) Historical data reports
 - k) Free/demo Subscribers details
 - l) Exception cases - active only in SMS or CA system
22. Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
- a) Customer acquisition
 - b) Provisioning of the subscriber in authentication, billing and SMS system
 - c) Scheme/package change request process
 - d) Customer Retention process, if any
 - e) Deactivation and churn process
23. Verify the various schemes/packages being offered to customers
- a) Obtain details of all approved schemes/packages and add on which are being offered to customers
 - b) Interactions with the Operator's marketing and sales team on how the various channels are being marketed
 - c) Any special marketing schemes or promotions
 - d) Details of the consumers subscribing to the various schemes/packages, including demo'/free/complimentary/testing/promotional subscribers
24. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
- a) Generation of reports for subscriber declaration for Channels/bouquets
 - b) Any reconciliations/checks/adjustments carried out before sending the declarations
25. Analyze declaration reports on a sample basis:
- a) Reconciling the declaration figures with base data from various systems (SMS/ Provisioning/Billing and Authentication systems)
 - b) Analyse the computation of average subscribers
 - c) Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
26. Analyze the following:
- a) Input and change controls of customer data into SMS
 - b) SMS user access controls - authentication, authorization and logging
 - c) System logs to identify any significant changes or trail of changes made

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

For NEO Sports Broadcast Private Limited <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Signature & Seal) Name: _____ Designation: _____ Address: _____ <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	For _____ <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> (Signature & Seal) Name: _____ Designation: _____ Address: _____ <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
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SCHEDULE 4

EXECUTION REQUIREMENTS

Along with the request for entering into an interconnection agreement, Operator must provide a certified copy of its valid digital addressable system certificate of registration, under the Cable Television Network

For NEO Sports Broadcast Pvt. Ltd

For Operator

Rules, 1994 read with the Cable Television Network (Regulation) Act of 1995, as amended from time to time. Any requests for interconnection, made without a certified copy of a valid registration certificate shall not be entertained.

Further, depending on its category, Operator would also need to provide to NSBPL the following documents:

- i. If the Operator is an individual or a sole proprietor:
 - a. Photograph of the proprietor of the Applicant firm.
 - b. Proof of residence – Passport/Voter’s ID Card/ration card/Electricity bill / Income Tax returns.
 - c. Self attested copy of Passport/Voter’s ID/PAN Card /Driving license for signature verification.
- ii. If the Operator is a partnership firm:
 - a. Certified true copy of the registered Partnership Deed.
 - b. Separate powers of attorney signed by all partners authorizing the signatory to sign the Agreement and any amendment thereto and all related documents on behalf of the Firm.
 - c. Photograph of the signatory.
 - d. Copy of Passport/Voters ID/PAN Card/Driving license for signature verification attested by the authorized signatory.
- iii. If the Operator is a company:
 - a. The Certificate of Incorporation – Certified by the Company Secretary/ Director.
 - b. Memorandum and Articles of Association of the company.
 - c. Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
 - d. Copy of Passport/Voters ID/PAN Card/Driving license for signature verification attested by the authorized signatory.
 - e. Photograph of the signatory.
- iv. If the Operator is a Hindu Undivided Family “HUF”
 - a. The photograph of the Karta. 2
 - b. The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
 - c. The names of all coparceners and his/her relation with the Karta.
 - d. Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
 - e. Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
- v. If the Operator falls into the „Other“ category
 - a. Such documents as required by NSBPL.

Subsequent to the provision of the aforesaid documents, NSBPL and the Operator will enter into a Digital Addressable Cable Television System Agreement, as follows, containing the terms and conditions which will allow the Operator to retransmit the signals of NSBPL Channels on its Platform.

ANNEXURE A

Date of Execution: _____
Term: Effective Date: _____ Expiry Date: _____
Territory: _____

Genre: Non News and Current Affairs (Sports)

A-LA-CARTE RATES## PER SUBSCRIBER PER MONTH

Tick here	Channels	A-la-carte Rate (In Rs.)
	NEO Sports	Rs. 11.17
	NEO Prime	Rs. 14.89

BOUQUET RATES## PER SUBSCRIBER PER MONTH

Tick here	Channels	Bouquet Rate (In Rs.)
	NEO Sports	Rs. 17.41
	NEO Prime	

Please note that in addition to the License Fees, the Operator shall be liable to pay applicable taxes including but not limited to service tax as applicable.

Note 1: *The a-la-carte rates and bouquet rates mentioned in Annexure A are in terms of the interim order dated April 18, 2011 of the Hon'ble Supreme Court of India and is under protest and without prejudice to NSBPL right to increase the a-la-carte rates and bouquet rates prescribed for addressable platforms, subject to any regulations/orders of the TRAI and/or judgments/orders of courts/tribunals in India with respect to tariffs for addressable platforms.*

Note 2: *The above-mentioned rates are pursuant to order(s) dated August 04, 2015 passed by the Hon'ble Supreme Court in Civil Appeal No. 15115 of 2015, 15217 of 2015 and 15297 of 2015*

##Note 3: *TRAI has not issued any guidelines regarding pricing of high definition channels and hence, the a-la-carte rates of the HD channels appearing in **Annexure A** are beyond the purview of the Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable systems) Tariff Order, 2010 dated July 21, 2010. Hence, the interim order dated April 18, 2011 of the Hon'ble Supreme Court of India is not applicable in case of HD channels.*

##Note 4: *Company reserves its right, subject to applicable regulations of TRAI, to revise the Price per Set Top Box per month mentioned herein above. Upon such revision, MSO agrees and unconditionally undertakes to pay the revised license fee pro rata from the effective date of such revision.*

For NEO Sports Broadcast Private Limited _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____	For _____ _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____
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For NEO Sports Broadcast Pvt. Ltd

For Operator

ANNEXURE B

EQUIPMENTS DETAILS

Operator Code: _____ Agreement No: _____

Operator Name: _____

Installation Address

Same as Correspondence: Different from Correspondence

If Address is different from Correspondence Address, Please fill details below:

Installation Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person: _____ Mob. No.: _____

Encryption System used by the Operator: _____

EQUIPMENTS DETAILS		
Channels	IRD NO.	VIEWING CARD NO.
NEO Sports		
NEO Prime		

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

For NEO Sports Broadcast Private Limited	For _____
_____	_____
(Signature & Seal)	(Signature & Seal)
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____

For NEO Sports Broadcast Pvt. Ltd

For Operator

ANNEXURE C

SUBSCRIPTION REPORT FORMAT

CHANNELS OFFERED ON A-LA-CARTE BASIS

SL.No	Channel Name	Opening Subscriber No.		Closing Subscriber No.		Average	
		As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

CHANNELS OFFERED AS PART OF PACKAGE

SL.No	Package Name	Channels Contained therein		Opening Subscriber No.		Closing Subscriber No.		Average	
		As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

TOTAL OFFERING ON A-LA-CARTE/ PCKGE BASIS

SL.No	Channel Name	Opening Subscriber No.		Closing Subscriber No.		Average	
		As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

DETAILS OF MONTHLY ACTIVATION/ DE-ACTIVATION

MONTH: _____ YEAR: _____

SL.No	Channel Name	Code No. of STBs De-activated within that month		Code No. of STBs De-activated within that month		Incremental Addition/Deletion	
		As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

AGEING

STBs Activated for less than 3 months	STBs Activated for more than 3 months but less than 6 months	STBs activated for more than 6 months
---------------------------------------	--	---------------------------------------

For NEO Sports Broadcast Private Limited _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____	For _____ _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____
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For NEO Sports Broadcast Pvt. Ltd

For Operator

ANNEXURE D

CAS Declaration Form (On the letterhead of the CAS Company)

TO WHOMSOEVER IT MAY CONCERN

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

Date of CAS Installation: _____ CAS Version: _____
CAS ID: _____, NETWORK ID: _____

With respect to the CAS installed at above mentioned headend, we confirm the following:

1. The current version of CAS does not have any history of hacking.
2. We have the capability of upgrading of CAS in case it gets hacking.
3. The CAS is currently in use by other pay TV services and it has an aggregate of at least 1 million subscribers in the global pay TV market.
4. The CAS has the capacity to handle at least 1 million subscribers in the system.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
7. This CAS is independently capable of generating log of all activations and deactivations.
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
9. The CAS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
10. This CAS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and package.

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

Thanking you,

For (CAS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

For NEO Sports Broadcast Pvt. Ltd

For Operator

ANNEXURE E

SMS declaration form (On the letterhead of the SMS Company)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, Registered Office address _____
_____ having its headend at _____ has installed SMS from our Company for its digital addressable cable television platform platform.

Date of SMS Installation: _____ SMS Version: _____

With respect to the SMS installed at above mentioned headend, we confirm the following:

1. The SMS is currently in use by other pay TV services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis through the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
6. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. This SMS is independently capable of generating log of all activations and deactivations.
8. This SMS has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel.
- 9.

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

Thanking you,

For (SMS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

For NEO Sports Broadcast Pvt. Ltd

For Operator

ACKNOWLEDGEMENT

I, _____ s/o _____, Proprietor/partner/director/authorized/signatory of _____, do hereby declare and confirm that I have read and fully understood the contents of this Digital Addressable Cable Television System Agreement bearing document number _____ and have voluntarily executed the same with NSBPL, without any compulsion, coercion or duress. Further, I do hereby acknowledge the receipt of a copy of this Agreement, in terms of regulation 5(9) of the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable television Systems) Regulations, 2012.

For _____

Date _____

Place _____