

REFERENCE INTERCONNECT OFFER FOR DIGITAL ADDRESSABLE CABLE TELEVISION SYSTEMS

This RIO for DAS is issued and published by Neo Sports Broadcast Private Limited (NSBPL) pursuant to clause 7 of The Telecommunication (Broadcasting and Cable Services) Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017 ("Regulations") (as amended from time to time).

The present RIO Agreement supersedes the previous RIO Agreement, as available on the website of NSBPL made pursuant to the Telecommunication (Broadcasting and Cable Services) Interconnection (Addressable Systems) Regulation, 2017 dated March 03, 2017, prior to the Judgment of the Hon'ble High Court of Madras dated May 23, 2018 as passed in WMP No. 10619 and 10620 and WP No. 44126 and 44127 of 2016.

The present RIO for Digital Addressable Cable Television System ("DACs") Platform for Interconnection with Operators in Digital Addressable Areas would be effective from December 30, 2018 (i.e. 180 days from 03.07.2018) subject to the following:

1. The Order of the Hon'ble Supreme Court of India in CA No. 7326 and 7327 of 2018
2. The Order of the Hon'ble High Court of Delhi in WP (C) No. 4091 and 4135 of 2017

In the event of any change in the effective date due to the abovementioned Orders, the same shall be changed accordingly. Further, any change in the Regulations affected by the aforesaid Orders would accordingly result in the modification/ alteration/ revision of the terms of the present RIO. In case of such an event, a separate RIO would be issued, rendering the present RIO null and void.

This Reference Interconnect Offer ("RIO"), inter alia, provides broad technical and commercial terms and conditions which Distribution Platform 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 Operator to the person in-charge (details as set out in Annexure A) in terms of Clause 3(2) of the Regulations, NSBPL and the concerned Operator shall have to enter into a detailed Interconnection Agreement containing all the terms and conditions to enable the Operator to avail the signals of the NSBPL Channels for further re-transmission to the Subscribers from its Platform.

Every Operator as defined in the Regulations, while seeking interconnection with NSBPL shall ensure that its Addressable Systems installed for the distribution of the TV channels meet the requirements specified in Schedule III to the Regulations as amended from time to time, provided that in case NSBPL finds that the Addressable Systems being used by the Operator for distribution of TV channels does not meet the requirements specified in Schedule III of the Regulations, it may cause audit of the Addressable System of the Operator audited by M/s Broadcast Engineering Consultants India Ltd. or any other auditor empanelled by the Telecom Regulatory Authority of India ("Authority") for conducting such audit and provide a copy of the report prepared by the auditor to the Operator in a manner as may be specified by the Telecom Regulatory Authority of India by directions from time to time.

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.

Reference Interconnect Offer for Digital Addressable Systems (RIO-DAS)

Agreement No: _____

Operator Code: _____

Sales Person: _____

Self attested
Photograph
of the
Authorized
signatory of
the operator

This Interconnection Agreement for Addressable Systems ("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 _____

DTH License No. (if Applicable): _____

Validity: From: _____ To: _____

TAN No.: _____ Entertainment Tax Registration No. _____

HITS License No. (if Applicable):: _____ Validity: From: _____
To: _____

IPTV License No. (if Applicable): _____ Validity: From: _____ To: _____

Correspondence Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person: _____ Mob. No.: _____

E-Mail Id.: _____

Installation Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person: _____ Mob. No.: _____

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

[hereinafter referred to as "Operator", 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 as the case may be.

WHEREAS:

- A. NSBPL is exclusively authorized to distribute the Channels, inter alia, to the Operators authorized to retransmit signals of satellite television channels through such Operator's Digital Addressable System.
- B. The Operator, the owner of a Digital addressable system is authorized to re-transmit signals of satellite television channels through its Distribution Platform in the Authorized Area/ Territory of Transmission. 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) **"Act"** means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997)
- (iii) **"Active Subscriber"** for the purpose of these regulations, means a subscriber who has been authorized to receive signals of NSBPL'S television channels as per the subscriber management system and whose set top box has not been denied signals;
- (iv) **"A-la-carte" or "A-la-carte channel"** with reference to offering of a television channel means offering the channel individually on a standalone basis;

- (v) **“Average active subscriber base”** means the number arrived by averaging the active subscriber base count in the manner specified in the Schedule VII of the Regulation;
- (vi) **“Agreement”** means this Reference Interconnect Offer, including the Annexures attached to this Agreement.
- (vii) **“Addressable System”** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of Television Channels can be done in an encrypted form, which can be decoded by the device or devices at the premises of the subscriber, on the choice and request of such Subscriber, by the distributor of Television Channels.
- (viii) **“Addressable System Requirements”** means the technical requirements set forth in Annexure B to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (ix) **“Authority”** means the Telecom Regulatory Authority of India established under Section 3(1) of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997)
- (x) **“BIS”** means the Bureau of Indian Standards established under the Bureau of Indian Standards Act 1986.
- (xi) **“Bouquet” or “Bouquet of Channels”** means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly
- (xii) **“Broadcaster”** means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services
- (xiii) **“Broadcaster’s share of maximum retail price”** with reference to a pay channel or a bouquet of pay channels means any fee payable by a distributor of television channels to a broadcaster for signals of pay channel or bouquet of pay channels, as the case may be, and for which due authorization has been obtained by such distributor from that broadcaster;
- (xiv) **“Broadcasting services”** means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;
- (xv) **“Cable Service” or “Cable TV Service”** means the transmission of programmes including retransmission of signals of television channels through cables
- (xvi) **“Cable Television Network”** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (xvii) **“Channels”** means the linear feed of satellite television channels listed in Annexure A of this Agreement.
- (xviii) **“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.

- (xix) **“Direct to Home Operator” or “DTH operator”** means any person who has been granted license by the Central Government to provide direct to home (DTH) service;
- (xx) **“Direct to Home Service” or “DTH service”** means re-transmission of signals of television channels by using a satellite system, directly to subscriber’s premises without passing through an intermediary such as local cable operator or any other distributor of television channels;
- (xxi) **“Distribution fee”** means such amount as shall be equivalent to 20% of the MRP of each channel from amongst the subscribed channels which the operator shall be entitled to receive on a monthly basis or part thereof towards re-transmission of such subscribed channel through the operators digital distribution platform in the authorized territory of transmission during the applicable calendar month of the term or part thereof.
- (xxii) **“Distribution platform”** means distribution network of a DTH operator, multi- system operator, HITS operator or IPTV operator;
- (xxiii) **“Distributor of television channels” or “Distributor”** means any DTH operator, multi-system operator, HITS operator or IPTV operator;
- (xxiv) **“Electronic Programme Guide” or “EPG”** means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;
- (xxv) **“Effective Date”** means the date mentioned in Annexure A of this Agreement.
- (xxvi) **“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 C hereto at the sole cost of the Operator, which enables the Operator decrypt the encrypted signals of the Subscriber Channels.
- (xxvii) **“Headend in the sky operator” or “HITS operator”** means any person permitted by the Central Government to provide head end in the sky (HITS) service;
- (xxviii) **“head end in the sky service” or “HITS service”** means transmission of programmes including retransmission of signals of television channels—
- (i) to intermediaries like local cable operators or multi-system operators by using a satellite system and not directly to subscribers; and
 - (ii) to the subscribers by using satellite system and its own cable networks;
- (xxix) **“Interconnection”** means commercial and technical arrangements under which service providers connect their equipments and networks to provide broadcasting services to the subscribers;
- (xxx) **“Interconnection agreement”** with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channel;
- (xxxi) **“Internet Protocol Television Operator” or “IPTV operator”** means a person permitted by the Central Government to provide IPTV service;

(xxxii) **“Internet protocol television service” or “IPTV service”** means delivery of multi channel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;

(xxxiii) **“Intellectual Property”** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logs, 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.

(xxxiv) **“Local cable operator” or “LCO”** means a person registered under rule 5 of the Cable Television Networks Rules, 1994;

(xxxv) **“Maximum Retail Price” or “MRP”** for the purpose of these regulations, means the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay channel or bouquet of pay channels, as the case may be;

(xxxvi) **“Multi-system operator” or “MSO”** means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;

(xxxvii) **“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 Subscription 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 Annexure B attached to this Agreement.

(xxxviii) **“MIB”** means the Ministry of Information & Broadcasting in India.

(xxxix) **“NEO Sports Broadcast Private Limited”** 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.

(xl) **“Pay broadcaster”** means a broadcaster which has declared its one or more channels as pay channel to the Authority under the provisions of applicable regulations or tariff order, as the case may be;

(xli) **“Pay channel”** means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers;

(xlii) **“Package”** means shall mean a set of channels selected by the Operator 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.

- (xliv) **“Programme”** means any television broadcast and includes-
- (i) exhibition of films, features, dramas, advertisements and serials;
 - (ii) any audio or visual or audio-visual live performance or presentation and the expression “programming service” shall be construed accordingly;
- (xlv) **“QoS Regulations”** means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017;
- (xlv) **“Reference Interconnection Offer” or “RIO”** means a document published by a service provider specifying terms and conditions on which the other service provider may seek interconnection with such service provider;
- (xlv) **“Regulations”** means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 and the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017
- (xlvii) **“Service provider”** means the Government as a service provider and includes a licensee as well as any broadcaster, distributor of television channels or local cable operator;
- (xlviii) **“Set Top Box” or “STB”** means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;
- (xlix) **“Subscriber”** for the purpose of these regulations, means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber;
- (l) **“Subscriber Management System”** 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 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 bouquets of channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period;
- (li) **“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.
- (lii) **“Subscription Reports”** means the monthly Subscription Reports to be provided by the Operator to NSBPL in terms of Clause 7 of this Agreement and Annexure C which forms part of the agreement.
- (liii) **“Tariff Order”** means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017;
- (liv) **“Television Channel”** means a channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term ‘channel’ shall be construed as a reference to “television channel”.

- (xlvii) **“Term”** of the Agreement shall begin from the Start Date and continue till the End Date set forth in Annexure A of this Agreement, 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.

The present RIO for Digital Addressable Cable Television System (“DACS”) Platform for Interconnection with Operators in Digital Addressable Areas would be effective from December 30, 2018 (i.e. 180 days from 03.07.2018) subject to the following:

1. The Order of the Hon’ble Supreme Court of India in CA No. 7326 and 7327 of 2018
2. The Order of the Hon’ble High Court of Delhi in WP (C) No. 4091 and 4135 of 2017

In the event there is any change due to the above mentioned Orders, the effective date would change accordingly and NSBPL reserves the right to revise / modify the said clause to that effect.

- (LIX) **“Territory”** means as set forth in Clause 3 and includes Annexure E of the Agreement which forms an integral part of this Agreement.

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 basis during the Term via the cable television network in the Territory on the digital “addressable systems” (as defined under the Agreement) owned and operated by the Operator (the “Distribution Platform”) for retransmission to Subscribers (as defined in the Agreement).
- (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 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. AUTHORIZED AREA OF TRANSMISSION/ TERRITORY

1. **“Authorized Area of Transmission/ Territory”** means as set forth in Annexure E hereto. The Operator hereby undertakes that it shall distribute the Channel(s) only in the agreed Territory, as authorized under DAS License 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 (Defined under definitions), for which NSBPL is entitled to terminate the Agreement and/or claim damages for the same without prejudice to any other rights available to NSBPL.

2. It shall however be permissible to the operator to distribute the channels beyond the areas agreed under previous clause (1), by giving a written notice to the broadcaster, after thirty days from the date of receipt of such written notice by the broadcaster and the said notice shall be deemed to be an addendum to the existing interconnection agreement:

Provided that such areas fall within--

- (a) the registered area of operation of the multi-system operator; and
- (b) the States or Union Territories in which the multi-system operator has been permitted to distribute the signals of television channels under the interconnection agreement.

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) 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.
- (iii) 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 Telecommunication (Broadcasting And Cable) Services Standards Of Quality Of Service And Consumer Protection (Addressable Systems) Regulations, 2017.
- (iv) The genre of NSBPL channel is sports and the Operator shall place the channels of NSBPL in only the genre declared by NSBPL.
- (v) In the event the Operator opts to sell/distribute NEOs Channels/ NEO bouquet on an A-la-carte basis, then it is agreed by the Operator, that the Operator 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. "BROADCASTER'S SHARE OF MAXIMUM RETAIL PRICE

- (i) For each calendar month or part thereof during the Term of the Agreement, the Operator shall pay to NSBPL the Broadcaster's Share of Maximum Retail Price which shall be calculated in the manner given below:
 - (a) If the Operator offers the Subscribed Channel(s) on a-la-carte basis to subscribers of its Permitted Digital Distribution Platform, then the Broadcaster's share of MRP for each Subscribed Channel offered on a-la-carte basis shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Broadcaster's share of MRP = (A-la-carte rate of the Subscribed Channel set out in Annexure A less Distribution Fee of 20% of the a-la-carte rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of such Subscribed Channel for the applicable month

- (b) If the Operator makes available the Subscribed Channel(s) as part of Package(s) offered to subscribers of Affiliate's Permitted Digital Distribution Platform, then the Broadcaster's share of MRP for each Subscribed Channel forming part of each such Package(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Broadcaster's share of MRP = (A-la-carte rate of the Subscribed Channel set out in Annexure A less Distribution Fee of 20% of the ala-carte rate of the Subscribed Channel) multiplied with the applicable Average Active Subscriber Base of each such Package(s) wherein the Subscribed Channel(s) is/are made available for the applicable month

Illustration:

Broadcaster's Share of
Maximum Retail Price = (Maximum Retail Price – 20% of MRP) * Average Active Subscriber Base

6. PAYMENT TERMS

- (i) Within 10 days from the end of a calendar month, NSBPL shall issue monthly invoice to the Operator for 'broadcaster's share of maximum retail price' payable by such Operator to NSBPL and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date for payment:
- (ii) A time period of fifteen days (15 days) is provided to the Operator of television channels for making payment from the date of receipt of invoice by the Operator:
- (iii) In case the Operator fails to provide the monthly subscription report within 7 (seven) days from the end of the calendar month, NSBPL shall have the right to raise a provisional invoice, for an amount increased by ten percent (10%) of the 'broadcaster's share of maximum retail price' payable by the Operator to NSBPL for the immediate preceding month and the Operator shall be under obligation to make the payment on the basis of such provisional invoice:
- (iv) It shall be mandatory for NSBPL and the Operator to carryout reconciliation, between the provisional invoice and the final invoice raised by NSBPL on the basis of the monthly subscription report sent by the Operator, within three months from the date of issue of such provisional invoice.
- (v) The Monthly Fee shall be paid within fifteen (15) days from receipt of invoice (the "Due Date"), raised on the basis of detailed Subscription Report of the Operator, by NSBPL, without any deduction except deduction of withholding tax/TDS as provided in this Agreement.
- (vi) 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 NSBPL 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 Broadcaster's share in Maximum Retail Price 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.
- (vii) 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.
- (viii) Operator shall make the payment of Subscription Fee irrespective of Operator's collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the Operator shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.
 - (ix) All Broadcaster's Share in Maximum Retail Price 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.
 - (x) If payment of the Broadcaster's Share in Maximum Retail Price 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.
 - (xi) All payments collected from the Operator shall be on first-in-first-out (FIFO) basis.
 - (xii) Any/all payments required to be made by Operator under this Agreement shall be paid by the Operator to NSBPL in Indian Rupees by demand draft/pay order/ cheque drawn in favor of "NEO SPORTS BROADCAST PRIVATE LIMITED", unless instructed otherwise in writing by NSBPL and such payment shall be valid discharge of the Operator's payment liability towards the Broadcaster under this Agreement.
 - (xiii) The Operator is aware that Goods and Service Tax (GST) may be implemented by the Government at any time during the Term of the Agreement. In view thereof, the Operator hereby specifically agrees and acknowledges that with effect from the date of implementation of GST, those provisions of this Agreement which get impacted by GST shall be applicably modified to give effect to the essence of GST. In such regard, if an amendment/addendum is required to be executed to this Agreement, then the Operator shall execute such amendment/addendum without any objections.

7. SUBSCRIPTION 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 monthly subscription reports as set forth under Annexure D for the Channels/ Bouquets 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 Subscription 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 Subscription 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 Subscription Report or meeting. The obligation of Operator to provide to NSBPL the Subscription Reports shall survive termination of the Agreement until NSBPL receives the Subscription 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 Subscription Reports (as per Annexure D) 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 Annexure G of this Agreement.
- (vi) If any Subscriber has opted for more than one connection/STB of the Operator's Digital Distribution Platform, then all such additional connections/STBs must feature in the Subscriber Report. Each such Subscriber Report shall be signed and attested by an officer of the Operator, duly authorized in this regard, who shall certify that all information in the Subscriber Report is true and correct.

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 playout.
 - 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 C 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 the agreement, 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. OBLIGATIONS OF OPERATOR:

(a) Operator shall, at its own cost and expense, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels through its Permitted Digital Distribution Platform (either directly or indirectly through the Operator's affiliated LCO, as the case may be) to the Subscribers in the Authorized Area of Transmission.

(b) Operator shall, in a non-discriminatory manner, ensure retransmission of such high quality encrypted signal of the Subscribed Channels through Operator's Permitted Digital Distribution Platform to the Subscribers as are equal to or better than the signal quality of other channels retransmitted through Operator's Permitted Digital Distribution Platform.

(c) Operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Permitted Digital Distribution Platform and shall regularly provide to NSBPL with updated piracy reports.

(d) Operator shall ensure that none of the Subscribed Channels shall be disadvantaged or otherwise treated less favorably by Operator with respect to channels of other broadcasters on a genre basis.

(e) Operator shall obtain from the NSBPL the EPG/FPCs for the Subscribed Channels and the Operator shall ensure that such EPG/FPCs are displayed on the EPG of Operator's Permitted Digital Distribution Platform at all times during the Term.

(f) The Operator undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of NSBPL. Further, the Operator undertakes not to remove or shift or allow removing or shifting of the Equipment from the headend/ installation address as detailed in Annexure C attached to this Agreement or allows anybody else to do the same, without prior written permission of NSBPL and shall indemnify NSBPL against any damage, destruction, theft or loss of the Equipment.

11. 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 C (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 "Addressable System Requirements"). The Parties acknowledge and agree that any changes to the Addressable System Requirements 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 Addressable System Requirements.
- (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.

12. ELECTRONIC PROGRAMMING GUIDE

- (i) If Operator has or creates an EPNG, 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 Operator shall offer all contributory language feeds for a given Channel to every Subscriber entitled to access that Channel.

13. 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 and the security specifications as set forth in Annexure G, 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 Annexure G and such other anti-piracy requirements as are notified by NSBPL to Operator in writing from time to time.

14. 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.

15. AUDIT AND SUBSCRIBER MANAGEMENT SYSTEM

- (i) Operator agrees and undertakes to conduct audit of its SMS, CAS and other related systems by an auditor from amongst the empanelled auditors appointed by the TRAI in this regards, once during each calendar year of the Term, to verify that the monthly Subscriber Reports provided by the Operator to NSBPL are complete, true and correct and issue an audit report to this effect to NSBPL
- (ii) Operator agrees and acknowledges that if the audit reveals any variation in the number of subscribers for the Subscribed Channel(s) reported by the Operator to NSBPL then in such an event, the Operator agrees to pay to NSBPL an amount equivalent to the short-payment made by Operator towards Broadcaster's share of MRP.
- (iii) In the event, NSBPL is not satisfied with the audit report provided by the Operator in terms of Clause 14(a) above or if in the opinion of NSBPL the Digital Distribution Platform of the Operator does not meet requirement(s) specified under Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, NSBPL, after communicating the reasons in writing to the Operator, may conduct audit of the SMS, CAS and other related systems of the Operator's Digital Distribution Platform by an auditor accompanied by representatives of the NSBPL to verify the information contained in Subscriber Reports provided by the Operator to NSBPL in terms of this Agreement. The broad scope of such audit is set out in Annexure F.
- (iv) Operator agrees and acknowledges that if such audit reveals that any additional amount is payable to NSBPL, the Operator shall pay such amount, along with the interest at the rate of 18% (eighteen percent) per annum, plus applicable taxes, levies and cess, within ten (10) days of successful completion of audit. For the sake of clarity, if such amount including interest due exceeds the amount computed basis the Subscriber Report provided by the Affiliate to the Broadcaster, by 2% (two percent) or more, the Operator shall additionally bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future. Further, if such audit reveals that the Operator's Digital Distribution Platform does not meet requirements specified under Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, then NSBPL may disconnect signals of the Subscribed Channels to the Operator, after giving 3 (three) weeks' written notice to the Operator.
- (v) Operator shall remain the sole owner and holder of all customer databases compiled by Operator under the Agreement.
- (vi) Operator shall maintain at its own expense a 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 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 Operator's authorized agents for the sale to Subscribers of programming packages;
 - (e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and

- (f) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

The Operator shall provide full cooperation to the auditors in order to carry out the audit including but not limited to granting necessary access required to the Operator's facilities and systems including but not limited to SMS, CAS, IT systems, for successful audit and also provide documents as may be required by the auditors for successful audit. The Operator shall have no objection to auditors carrying/using their own equipment's, systems including but not limited to laptop, software & hardware for conducting such audit and shall be provided with free ingress and egress from the premises where in such audit is conducted.

16. 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

17. TERMINATION AND SUSPENSION

- (i) Either Party has a right to terminate this Agreement by a 21 (Twenty One) days 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 Operator was given the channels/ taken the channels under the 'must provide' clause and in the event the Operator deactivates the Channels then the Operator 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 NSBPL.

- (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.

18. EFFECT OF TERMINATION

Upon expiry/termination of the Agreement:

- (i) NSBPL shall disconnect/deactivate signals of the Subscribed Channels (as per Regulation 17 of the TRAI Regulations 2017 and any agreement between the Parties for the Subscribed Channels on the Cable Television Network of the Operator 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 outstanding, 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.

19. RENEWAL OF THE AGREEMENT:

The Parties shall start the process for renewal of the agreement at least 60 days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, NSBPL shall not make available its channels to the Operator on the expiry of the existing Interconnection Agreement.

Provided further that the Operator shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its Platform:

- (i) the date of expiry of this Agreement
- (ii) the date of disconnection of signals of NSBPL Channels in event of its failure to enter into new Interconnection Agreement.

20. 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.

21. 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.

22. 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 Telecommunication (Broadcasting and Cable Services) Interconnection (Addressable Systems) Regulations, 2017; The Telecommunication (Broadcasting and Cable Services) (Eighth) (Addressable Systems) Tariff Order, 2017 and The Telecommunication (Broadcasting and Cable Services) Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 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) Operator agrees that in the event NSBPL incorporates any changes in the RIO in terms of the Regulations, the display of the amended RIO on the website of NSBPL, shall be deemed and intimation to the operator and no individual communication to the effect will be done with operator
- (v) 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.
- (vi) The Operator shall provide the following:
 - (a) CAS declaration from the Conditional access vendor (CAS declaration form enclosed as Annexure H);
 - (b) SMS declaration from the SMS vendor (SMS declaration form enclosed as Annexure I)
- (vii) The Operator shall provide the Subscriber Reports and pay Broadcaster's share of MRP, together with applicable taxes, in a timely manner.
- (viii) All applicable Execution Requirements, as listed in Annexure J of this Agreement, provided by the Operator to NSBPL are correct
- (ix) The Operator hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Subscribed Channel(s) on the STBs of the Operator's Permitted Digital Distribution Platform in any manner
- (x) The Operator agrees that in the event where the Operator merges/ acquires a third party operator operating a Digital Distribution Platform similar to the Operator's Permitted Digital Distribution Platform in the Authorized Area of Transmission/ Territory, then the it shall take the written approval prior to such merger/ acquisition of the Digital Distribution Platform of the Third Party Operator. The signals of the Subscribed Channel(s) shall be retransmitted to the subscribers of such Third Party Operator's Digital Distribution Platform upon the Operator or the merged entity forming out of such merger/acquisition,

entering into an agreement with the Broadcaster for such re-transmission. The Operator further agrees that it shall continue to pay the Broadcaster's share of MRP under this Agreement in the manner contemplated herein. It is specifically agreed that the commercial terms for retransmission to such New/ Third Party Operator's Digital Distribution Platform Service shall be in addition to the Broadcaster's share of MRP currently payable by the Affiliate in terms of this Agreement.

- (xi) The Operator agrees that this Agreement does not cover retransmission of Subscribed Channel(s) to any new Digital Distribution Platform for which relevant statutory approvals/ licenses have not been obtained.

23. 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.

24. 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) Survivability

The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement shall continue to have effect after the end of the Term.

(H) Specific Performance

The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for NSBPL and therefore NSBPL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Operator from committing any violation of this Agreement or to enforce the performance of the covenants, representations and obligations contained in

this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies NSBPL may have at law or in equity, including without limitation a right for damages.

(I) 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.

(J) Notices

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

(K) 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.

(L) Entire Agreement:

This Reference Interconnect Offer (RIO) 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.

The Operator acknowledges that this RIO Agreement is without prejudice and is subject to the following:

1. The Order of the Hon’ble Supreme Court of India in CA No. 7326 and 7327 of 2018
2. The Order of the Hon’ble High Court of Delhi in WP (C) No. 4091 and 4135 of 2017

The Broadcaster reserves the right to modify/terminate this RIO/Agreement, subject to the outcome of any such present/future challenge to the TRAI Notifications/ challenges arising therefrom.

(M) 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

| | |
|---|--|
| <p>For NEO Sports Broadcast Private Limited</p> <hr/> <p>(Signature & Seal)</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Address: _____ _____</p> | <p>For _____</p> <hr/> <p>(Signature & Seal)</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Address: _____ _____</p> |
| <p>Witness:</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Address: _____ _____</p> | <p>Witness:</p> <p>Name: _____</p> <p>Designation: _____</p> <p>Address: _____ _____</p> |

ANNEXURE A

Date of Execution: _____

Term: Effective Date: _____ Expiry Date: _____

Nature of Channel: Pay Channel

Genre: Non News and Current Affairs (Sports)

Language of Channel(s): English

A-LA-CARTE RATES PER SUBSCRIBER PER MONTH

| Tick here (✓) | Channels | A-la-carte MRP (In Rs.) |
|---------------|---|-------------------------|
| | NEO Prime | Rs.3.50/- |
| | NEO Sports | Rs.2.25/- |
| | Bouquet Rate (Neo Prime and Neo Sports) | Rs.5.00/- |

(i) NSBPL reserves the right to revise the MRPs and/or nature of the a-la-carte/ bouquet of channels, subject to compliance with the Applicable Laws.

(ii) NSBPL reserves the right to offer promotional schemes on the maximum retail price of a-la-carte/ bouquet of pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time.

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

Details of Designated Person in-charge for grievance redressal and to receive requests of interconnection from Distributors:

| | | |
|---|--|---|
| East Zone: 1. Name of the Person In-charge: Mr. Biplab Choudhury 2. Telephone No.: 9830404303 3. E-mail id: bchoudhury@neosports.tv | West Zone: 1. Name of the Person In-charge: Mr. Farhad Fatakia 2. Telephone No.: 9820719151 3. E-mail id: ffatakia@neosports.tv | DTH: 1. Name of the Person In-charge: Mr. Siddharth Shetye 2. Telephone No.: 9619818479 3. E-mail id: siddharths@neosports.tv |
| North Zone: 1. Name of the Person In-charge: Mr. Ranjeet Saini 2. Telephone No.: 9811657970 3. E-mail id: rsaini@neosports.tv | South Zone: 1. Name of the Person In-charge: Mr. Anil Sinha 2. Telephone No.: 9611744480 3. E-mail id: asinha@neosports.tv | |

ANNEXURE B

ADDRESSABLE SYSTEMS REQUIREMENTS

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

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.
Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - a. Unique customer identification (ID)
 - b. Subscription contract number
 - c. Name of the subscriber
 - d. Billing address
 - e. Installation address
 - f. Landline telephone number
 - g. Mobile telephone number
 - h. E-mail address
 - i. Channels, bouquets and services subscribed
 - j. Unique STB number
 - k. Unique VC number.
12. The SMS should be capable of:
 - a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - b. Locating each and every STB and VC installed.
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
 - i. The total number of registered subscribers.
 - ii. The total number of active subscribers.
 - iii. The total number of temporary suspended subscribers.

- iv. The total number of deactivated subscribers.
 - v. List of blacklisted STBs in the system.
 - vi. Channel and bouquet wise monthly subscription report in the prescribed format.
 - vii. The names of the channels forming part of each bouquet.
 - viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 - ix. The name of a-la carte channel and bouquet subscribed by a subscriber.
 - x. The ageing report for subscription of a particular channel or bouquet.
14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
 15. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
 16. It shall be possible to generate the following reports from the logs of the CAS:
 - a. STB-VC Pairing / De-Pairing
 - b. STB Activation / De-activation
 - c. Channels Assignment to STB
 - d. Report of the activations or the deactivations of a particular channel for a given period.
 17. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc.
 18. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
 19. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.
 20. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.
 21. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years.

(B) Fingerprinting:

1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing.
3. The finger printing should not be removable by pressing any key on the remote of STB.
4. The finger printing should be on the top most layer of the video.
5. The finger printing should be such that it can identify the unique STB number or the unique VC number.
6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
9. The finger printing should be possible on global as well as on the individual STB basis.
10. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
11. Scroll messaging should be only available in the lower part of the screen.
12. The STB should have a provision that finger printing is never disabled.
13. The watermarking network logo for all pay channels shall be inserted at encoder end only.

(C) Set Top Box (STB):

1. All STBs should have a Conditional Access System.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Head-end.
5. The STB should be able to receive messages from the Head-end.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display.
9. The STB must be compliant to the applicable Bureau of Indian Standards.
10. The STBs should be addressable over the air to facilitate OTA software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

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

ANNEXURE C

EQUIPMENTS DETAILS

Operator Code: _____ Agreement No: _____

Operator Name: _____

Headend/ Installation Address of Equipment, CAS and SMS of the Operator's Distribution Platform

Installation Address: _____

City/Town: _____ District: _____ State/ UT: _____

PinCode: _____

Tel. No.: _____ Fax No.: _____

Contact Person: _____ Mob. No.: _____

Encryption System used by the Operator: _____

| EQUIPMENTS DETAILS | | | |
|--|------------|---------|------------------|
| Subscribed Channels Please tick the channel | 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 _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____ _____ | For _____ _____ (Signature & Seal) Name: _____ Designation: _____ Address: _____ _____ |
|---|--|

ANNEXURE D

SUBSCRIPTION REPORT FORMAT

(For each Headend/ Installation Address/ Earth Station as per the Authorized Area of Transmission/ Territory)

Reported Month: _____ Year: _____

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

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

| Sl. No. | Name of the Subscribed Channel | Number of the Subscribers of the Subscribed Channel on 7 th day of the month | Number of the Subscribers of the Subscribed Channel on 14 th day of the month | Number of the Subscribers of the Subscribed Channel on 21 st day of the month | Number of the Subscribers of the Subscribed Channel on 28 th day of the month | Monthly Subscription/ Average Active Subscriber Base of the Subscribed Channel |
|---------|--------------------------------|---|--|--|--|--|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = [(3) + (4) + (5) + (6)]/4 |
| 1 | | | | | | |
| 2 | | | | | | |

Table 2- Monthly subscription for bouquets of pay channels

| Sl. No. | Name of the bouquet of pay channels | Number of the Subscribers of the Bouquet on 7 th day of the month | Number of the Subscribers of the Bouquet on 14 th day of the month | Number of the Subscribers of the Bouquet on 21 st day of the month | Number of the Subscribers of the Bouquet on 28 th day of the month | Monthly Subscription/ Average Active Subscriber Base of the Subscribed Channel |
|---------|-------------------------------------|--|---|---|---|--|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = [(3) + (4) + (5) + (6)]/4 |
| 1 | | | | | | |
| 2 | | | | | | |

ANNEXURE E

Details regarding Territory/ Authorized Area of Transmission of the Operator

Territory/ Authorized Area of Transmission/ Registered Area of Operation of Operator as mentioned in the registration granted by the Central Government: _____

Locality/ Mandals/ Villages: _____

District: _____

State: _____

ANNEXURE F

SCOPE OF AUDIT

SCOPE OF AUDIT

THE SCOPE OF AUDIT SHALL INCLUDE THE ACCESS TO ALL THE FOLLOWING:

Head End Audit

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

CAS Audit

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

SMS Audit

- All product authorization must be from SMS only.
- SMS and CAS should be fully integrated
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - o Unique Customer Id
 - o Subscription Contract number
 - o Name of the subscriber
 - o Billing Address
 - o Installation Address
 - o Landline telephone number
 - o Mobile telephone number
 - o Email id
 - o Service/Package subscribed to
 - o Unique STB Number
 - o Unique VC Number

- SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
- Location of each and every set top box VC unit.
- The SMS should be capable of giving the reporting at any desired time about:
 - o The total number subscribers authorized
 - o The total number of subscribers on the network
 - o The total number of subscribers subscribing to a particular service at any particular date.
 - o The details of channels opted by subscriber on a-la-carte basis.
 - o The package wise details of the channels in the package.
 - o The package wise subscriber numbers.
 - o The ageing of the subscriber on the particular channel or package
 - o The history of all the above mentioned data for the period of the last 2 years

1. Following parameter should be validated during the audit:

- (i) Review Complete Network Diagram
- (ii) Undertaking from the Affiliate for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- (iii) 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.
- (iv) Check the number of MUXs installed with active TS outputs. Also, whether all TS from MUX are encrypted for non DAS & DAS area.
- (v) Review whether Live diagram / fiber details of network are captured in SMS system (vi) To check if Affiliate specific coding / ID is available for Finger Printing.
- (vii) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only. (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
 - Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address and Contact Details
 - Hardware Details
- (x) Review the subscribers activation/ de-activation history in the SMS system
- (xi) Validate if the SMS is integrated with the Conditional Access (“CA”) system.
- (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
- (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
- (xiv) Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
- (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- (xvi) Validate if the LCO is attached to a Subscriber
- (xvii) Review the Electronic Programming Guide to check LCN/CDN and genre of all Subscribed Channels.
- (xviii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Authorized Agent.
- (xix) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
- (xx) Review 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. Subscribed Channel wise Subscribers – total
 - d. Subscribed Channel wise Subscribers – split by package
 - e. Package / channel details
 - f. Subscriber/Revenue Reports by State/City
 - g. No of packages/services offered

- h. List of channels
- i. Channels along with Rate Card Options offered with details of active Subscribers
- j. Historical data reports
- k. Free / demo Subscribers details
- l. Exception cases – active only in SMS or CA system

STB Audit

- All STB should be individually paired in advance with unique smart card at central warehouse of Operator before handing over to LCO (DACS/NON DACS area) or down the line distribution.
- Operator to provide details of manufacturers of STBs being used / to be used by it (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- All STBs used by Operator should be certified and diploma by their CAS vendor.
- Operator should provide one set of all type/model of boxes for testing and monitoring purpose.
- Forensic watermarking to be implemented on the Operator Head End & STBs.
- All the STBs should have embedded Conditional Access.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The messaging character length should be minimum of 120 characters
- The STB should be individually addressable from the Head End
- The STB should have forced messaging capability.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB must have secure chip set with mandatory pairing
- The STB must be BIS compliant.
- There should be a system in place to secure content between decryption & decompression within the STB
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections
 - (i) Macro vision 7 or better on Composite video output.
 - (ii) Macro vision 7 or better on the Component Video output.
 - (iii) HDCP copy protection on the HDMI & DVI output.
 - (iv) DTCP copy protection on the IP, USB, 1394 ports or any applicable output ports.
- Types of boxes launched / to be launched:
 - o Vanilla STB
 - o DVR STB
 - o Others (please specify)
- Please furnish STB details as following:
 - o Open Standards or Proprietary?
 - o Audio Video and Data I/O Configuration?
 - o Local Storage?
 - o Smarts Card?
 - o PVR Functionality?
 - o Tamper Resistance?
 - o I/O Copy Protection? Please provide the details.
 - o I/O Interface to Other Devices?
 - Are the STB's interoperable?
 - DVR / PVR STB should be compliance of following;
 - o Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - o Recorded content should be encrypted & not play on any other devices.
 - o Content should get record along with entitlements and play out only if current entitlement of that channel is active.

o User should not have access to install third party application/software.

•Does the Set Top Box support any type of interactive middleware? Please describe.

Distribution Network Audit

Operator should provide below information in detail; DAS and Non DAS area to be defined.

- Fiber network and PIT information on Geo Map
- Service area to be defined.
- Details of LCO connected.
 - DAS and Non DAS area to be defined.

Commercial Audit

1. Provide system generated channel-wise and package-wise reports of channels for platform in a non-editable format.

2. Understand/verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying system

- Customer Acquisition
- Provisioning of the subscriber in authentication, billing and SMS system
- Scheme / package change request process •
- Customer Retention process, if any
- Deactivation and churn process

3. Understand/ Verify the various schemes / packages being offered to customers

- Obtain details of all approved schemes / packages and add on which are being offered to customers
- Interactions with the Operator's marketing and sales team on how the various channels are being marketed
- Any special marketing schemes or promotions
- Details of the consumers subscribing to the various schemes/ packages, including 'demo'/ free/ complimentary/ testing/ promotional subscribers

4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):

- Generation of reports for subscriber declaration for channels / bouquets
- Any reconciliations / checks /adjustments carried out before sending the declarations

5. Analyze declaration reports on a sample basis:

- Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
- Analyse the computation of average subscribers
- Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors

6. Analysis of the following -:

- Input and change controls of customer data into SMS
- SMS user access controls – authentication, authorization and logging
- Analyze system logs to identify any significant changes or trail of changes made
- Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
- Review the system logic for the reports which are inputs to Broadcaster declarations
- Channel allocation/fixation to a particular LCN/CDN
- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
- Sample of activation and deactivation request logs

- Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
- Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ rep)
- Live Demo of the queries being put in to the system to generate different reports
- List of CAS and SMS used by Operator in DAS area.
- In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS

| | |
|---|-------------------------------------|
| For NEO Sports Broadcast Private Limited | For _____ |
| <hr/> (Signature & Seal) | <hr/> (Signature & Seal) |
| Name: _____ | Name: _____ |
| Designation: _____ | Designation: _____ |
| Address: _____ | Address: _____ |
| <hr/> | <hr/> |

ANNEXURE G

NSBPL'S ANTI-PIRACY REQUIREMENTS

1. General

- 1.1. The Operator shall take all necessary actions to prevent any unauthorized 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 Operator or through its authorised dealers and only within the Territory, and that the installer for every installation physically checks and ensures before installation and activation of a Set Top Unit and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system. In accordance with paragraph 2.2.1, OPERATOR's subscriber management system shall contain all of the following information items for each Subscriber prior to activation of a Smart Card and Set Top Unit for such Subscriber:
 - 2.4.1. Name;

- 2.4.2. Installation address;
- 2.4.3. Billing address (if different);
- 2.4.4. Telephone number of the installation address, where applicable;
- 2.4.5. Authorized Subscriber's unique subscriber reference or subscription agreement number;
- 2.4.6. Service/Channels/Packages that have been selected;
- 2.4.7. Name and unique reference number of the dealer who sold the Set Top Unit to such Authorized Subscriber;
- 2.4.8. Name and unique reference number of the dealer who sold the subscription to such Authorized Subscriber (if different);
- 2.4.9. Name and unique reference number of the installer (if different from the dealer);
- 2.4.10. Smart Card number; and
- 2.4.11. Unique Set Top Unit number.

2.5. Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channels can be accessed from addresses which are:

- 2.5.1. Not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the subscriber management system;
- 2.5.2. Outside of the Territory; or
- 2.5.3. That of a cable head end or any other distributor of such Channel to Subscriber.

2.6. In order to ensure that the Smart Card is only activated for bona fide Subscribers, Operator further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired Set Top Unit; and (b) that such Smart Card is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system.

2.7. Operator represents, warrants and undertakes that its subscriber management system: (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. Operator 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. Operator shall ensure that all Set top boxes should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by Operator or by NSBPL.

3.3. Operator shall ensure that it shall be able to operate the Fingerprinting across all Subscribers or any subset of Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that Smart Card and Set Top Unit and any amendment of those characters will be on a pre-determined, consistent basis.

3.4. Operator shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:

3.4.1. The Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;

- 3.4.2. Fingerprinting to be provided by Operator on the Channels, as per the scheme provided by 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. Operator shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2. Operator represents and warrants that: (a) both the Conditional Access and Subscriber billing systems shall be of a reputed 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. Operator agrees that it shall, at its sole cost, be responsible for ensuring the Channels are distributed via a digital, encrypted format signal receivable only by its 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 Operator or other distributor to distribute any of the Channels, (each, a "Piracy Event").
- 5.2. If NSBPL or Operator becomes aware of a Piracy Event then Operator 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, Operator shall provide all reasonable assistance to NSBPL to prevent or combat such Piracy Event.
 - 5.2.2. If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of 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 Operator taking legal or other action on behalf of NSBPL, Operator shall keep NSBPL fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights NSBPL or its affiliates without the prior written consent of NSBPL.
- 5.3. DPO agrees to change or upgrade its Conditional Access and/or Subscriber Management systems in the event the Conditional Access is shown to be hacked.

5.4. Operator shall investigate and report to 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 | For _____ |
| _____ | _____ |
| (Signature & Seal) | (Signature & Seal) |
| Name: _____ | Name: _____ |
| Designation: _____ | Designation: _____ |
| Address: _____ | Address: _____ |
| _____ | _____ |

ANNEXURE H

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 an 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:

ANNEXURE I

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 an 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.

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:

ANNEXURE J

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 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.

ACKNOWLEDGEMENT

I, _____ s/o _____ , resident of _____
_____, Proprietor/partner/director/authorized/signatory of
_____, do hereby declare and confirm that I have read and fully
understood the contents of this Reference Interconnect Offer For Digital Addressable Cable Systems
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 10(13) of The Telecommunication (Broadcasting and Cable Services) Interconnection
(Addressable Systems) Regulations 2017.

For _____

(Signature)

Name: _____

Designation: _____

Date: _____

Place: _____