

Bennett, Coleman & Company Limited

**Reference Interconnection Offer for All Distribution Platforms
(MSO, DTH, HITS & IPTV)
(Without Prejudice)**

This Reference Interconnection Offer (RIO) which shall be effective from **February 1, 2024**, is being put out by **Bennett, Coleman & Company Limited** (“BCCL”) pursuant to and in compliance with the provisions of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated 03.03.2017 [as amended up to 14.09.2023]; The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 dated 03.03.2017 [as amended up to 22.11.2022] and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 dated 03.03.2017 [as amended up to 01.01.2020] and is without prejudice to our rights and contentions and is subject to final outcome of any on-going or future regulatory changes or order or judgment of a judicial or quasi-judicial body or court.

Distribution Platform Operator (the Operator/ Affiliate), holding permission under the applicable Guidelines/ registered in accordance with the Cable Television Networks (Regulations) Act, 1995 and compliant with all applicable Laws including the TRAI Regulations, the Cable Television Networks (Regulation) Act, 1995 and Cable Television Networks (Regulation) Rules 1994, as amended from time to time, in order to distribute the channels through authorized distribution platform in the territory mentioned herein, shall only be qualified to obtain the interconnection from BCCL in respect of BCCL and M/s Zoom Entertainment Network Limited (“ZENL”) channels. Every DPO desirous of availing signals of the Channels shall be required to make a written request to the following persons designated by the Broadcaster, by submitting a duly filled application form as available on

http://cloudfront.timesnow.tv/documents/Application_form_for_request_of_signals_of_television_channels.pdf along with documentary evidence of compliance report showing that DPO’s digital distribution platform meets the requirements specified under the Schedule III and/or Schedule X (as the case may be) of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as amended up to 14.09.2023 and the compliance to the requirements of addressable systems by the distributors of TV channels, as specified under regulation 4A read with Schedule IX of The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) (Third Amendment) Regulations, 2021 dated 11.06.2021:

Sr. No.	Name of Designated Person	Contact Number	Email
1.	Prasad Asgekar	022-67549000	prasad.asgekar@timesgroup.com

Kindly note that distribution rights for the channels would be provided only after execution of Subscription agreement by the Affiliate. You are requested to execute the Subscription agreement on a stamp paper of applicable stamp value.

Subscription Agreement

This Subscription Agreement (“Agreement”) is executed on this 20__ BY and BETWEEN: __ day of __ BENNETT, COLEMAN & COMPANY LIMITED, a company incorporated under the Companies Act, 1956 having its corporate office at 7, Times House, Bahadur Shah Zafar Marg, ITO, New Delhi – 110002 and local office at _____ from where BCCL intends to claim GST benefit; PAN No. _____ and GST No. _____ [hereinafter referred to as “BCCL” or “Broadcaster”, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns], and of the one part;

And

Affiliate/Distributor (M/s): _____

Affiliate’s Status: Company Partnership Firm Proprietorship Firm Individual
 HUF Others

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

Correspondence Address: _____

Land Mark: _____ Village: _____ City/ Taluka: _____

District: _____ State: _____ PIN: _____

Tel. No.: _____ Mobile No.: _____ EmailID.: _____

GST No: _____ DAS Regd. No: _____ PAN: _____

Installation Address: _____

Land Mark: _____ Village: _____ City/ Taluka: _____

District: _____ State: _____ PIN: _____

Tel. No.: _____ Mobile No.: _____ Fax No.: _____

Contact Person: _____

BCCL and the Affiliate are hereinafter individually and collectively referred to as “Party” and “Parties”, respectively.

WHEREAS:

- A.** BCCL & M/s Zoom Entertainment Network Limited (“ZENL”) are the owners/ broadcasters of the channels (hereinafter collectively referred to as the “Channels”) as mentioned in **Annexure A**.

- B. BCCL has been exclusively authorized by ZENL to collectively distribute its channel 'Movies Now' (ZENL's channel) (as ZENL is a wholly owned subsidiary of BCCL) along with its own channels (BCCL's channels) to the authorized distribution platforms, including but not limited to registered Multi System Operators using Digital Addressable Cable Television Systems, in India.
- C. BCCL has appointed Times Global Broadcasting Company Limited, a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013 having its corporate office at 7, Times House, Bahadur Shah Zafar Marg, ITO, New Delhi – 110002 (hereinafter referred to as "TGBCL") as its Authorized Agent for purposes of collection of the Subscription Fee/Charges of this Agreement;
- D. The Affiliate represents that it owns and operates a/ an _____ Platform ("Distribution Platform") and distributes TV services in the Territory.
- E. The Affiliate has represented to BCCL that it has the necessary infrastructure, resources, experience and expertise in distributing television channels/service to its Subscribers and is desirous to subscribe to the Channels for further retransmission to its Subscribers using its Distribution Platform network in the Territory as per Clause 5.4 of this Agreement as detailed in **Annexure F** and on the representation of the Affiliate, BCCL has agreed to provide signals of the Channels to the Affiliate based on the terms and conditions provided herein.

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

1.0. DEFINITIONS AND INTERPRETATION

1.1 Interpretation: 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. The definition or the term not defined in this Agreement shall be construed from the applicable Regulations.

1.2 Definitions:

- a) "Active subscriber" for the purpose of these regulations, means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals;
- b) "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 within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;

- c) “Affiliate” means an authorised service provider who has been granted non-exclusive Licensed Rights as per the terms of this Agreement to subscribe to the Channels in order to further distribute the same to its Subscribers in the same Format/mode (as received by it) through its Distribution Platform in the Territory. The Affiliate shall include its successors and permitted assigns and its authorized Cable Operators, if any, who shall be deemed to be the agent of the Affiliate;
- d) “Agreement” means this Agreement/ Reference Interconnection Offer for Distribution Platform, together with its Schedules/Annexures attached hereto, which form an integral part of this Agreement;
- e) “Applicable Laws” shall mean and include all the applicable laws, regulations, directions, notifications, policies, guidelines, orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority concerning broadcasting and distribution of TV channels and matters consequential upon and incidental thereto;
- f) “Authorized Agent” shall mean, with respect to the Channels, Times Global Broadcasting Co. Ltd., which has been authorized by the Broadcaster for negotiations of subscription, marketing of Channels and collection of Subscription Fee from the Affiliate, for and on behalf of the Broadcaster;
- g) “Authorized Language” means the language in which the programmes/ content of the Channels is broadcast by the Broadcaster and the Affiliate is required to distribute the Channels in the same language and not to change the language of the Channel – either by way of dubbing and/or introducing the sub-titles or otherwise. The term Authorized Language may also be referred to as “the Agreed Language/Designated Language or Language” in this Agreement for the purpose of convenience;
- h) “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;
- i) “Authority” or “TRAI” means the Telecom Regulatory Authority of India established under the Telecom Regulatory Authority of India Act, 1997;
- j) “Average active subscriber base” means the number arrived by averaging the active subscriber base count in the manner specified under **Annexure B**;
- k) “Bouquet” or “bouquet of channels” means an assortment of distinct channels offered together as a group or as a bundle by the Broadcaster and all its grammatical variations and cognate expressions shall be construed accordingly;
- l) “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;
- m) “Subscription Fee” with reference to a pay channel or a bouquet of pay channels means Operator Rate payable to the Broadcaster per subscriber per channel / per

bouquet of channels per month as specified in **Annexure A**, 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;

n) “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;

o) “Cable service” or “cable tv service” means the transmission of programmes including retransmission of signals of television channels through cables;

p) “Cable television network” or “cable tv 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;

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

r) “Channel” shall mean and include all the television channels for which the broadcaster has the necessary uplinking/downlinking permission;

BCCL reserves its rights to remove any channel from the list of channels as mentioned in Annexure A of this Agreement at any time during the term of the Agreement, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to the Operator and/or to add any channel to the list of the channels in Annexure A of this Agreement and to grant the distribution rights to the operator in the territory in respect of the new channel;

s) “Channel Penetration” shall mean the availability of the Channels on the Distribution Platform of the Affiliate to such percentage of its own active subscriber base as is agreed under the relevant annexure/ schedule of this Agreement;

t) “Commercial Subscriber” shall mean a Subscriber who causes the signals to the television channels to be heard or seen by any person for a specified sum of money to be paid by such person;

Note: This definition is without prejudice to the rights and contentions of the Broadcasters and subject to revision depending upon the orders as may be finally passed in any matter by the Hon’ble High Court of Delhi, TDSAT (Telecom Disputes Settlement & Appellate Tribunal), Supreme Court or any other court or Tribunal in any legal challenge to TRAI’s Regulation pertaining to Commercial Subscribers and shall remain subject to the final outcome of the current cases, subsequent legal challenges to the same. In the event that there is any change/amendment to the definition and treatment of the Commercial Subscribers, the said change/amendment shall apply to the parties herein;

- u) “Conditional Access System” shall mean the system maintained by the Operator which has the ability to authorize and grant access to only those television channels which a subscriber has subscribed; scrambles and encrypts the signal of television channels to prevent unauthorized reception of such channels and meets the requirements set out under **Annexure D and/or Annexure L (as the case may be)** of this Agreement;
- v) “Confidential Information” shall mean any and all information given in writing relating to or by the disclosing party (which inter alia includes the pricing and subscriber base) and which is reasonably presumed to be proprietary or confidential in nature excluding that information which: is known to the public (through no act or omission of the receiving party in violation of this Agreement); was known to the receiving party prior to its disclosure under this Agreement; is lawfully acquired by the receiving party from an independent source having no obligation to maintain the confidentiality of such information; or was/is independently developed by the receiving party without breach of this Agreement;
- w) “Customer/Subscriber Equipment (CE)” shall include tools and equipment/device(s), as compatible with technology employed by the Affiliate with respect to its Distribution Platform, installed or to be installed at the Subscriber’s Premises so as to receive and decode the signals of the Channels as part of the Affiliate’s Distribution Platform. Those tools may inter-alia include set top boxes (STBs), outdoor units (ODUs) etc;
- x) “Compliance officer” means any person designated so, who is capable of appreciating requirements for regulatory compliance under these regulations, by a service provider;
- y) “Direct to home operator” or “DTH operator” means any person or company who has been granted licence by the Central Government to provide direct to home (DTH) service;
- z) “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;
- aa) “Distribution Fee/ Margin” means the fee/ margin which the distributor of television channels is entitled for the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to subscribers.
- bb) “Distribution platform” means distribution network of a DTH operator, multi-system operator (MSO), HITS operator or IPTV operator, as the case may be and shall be applied in the context of this Agreement;
- cc) “Distributor of television channels” or “distributor” means any DTH operator, multi-system operator (MSO), HITS operator or IPTV operator;
- dd) “Distributor retail price” or “DRP” for the purpose of this Agreement, means the price, excluding taxes, declared by a distributor of television channels and payable by a subscriber for a-la-carte pay channel or bouquet of pay channels, as the case may be;
- ee) “Due Date” shall mean the date when the Subscription Fee becomes due and payable to

BCCL in terms of this Agreement, which is within 15 days of receipt of invoice from BCCL. However, if no invoice is received by the Affiliate, within 15 days of sending the subscriber report, the Affiliate shall make the payment within 15 days after sending Subscriber Reports to BCCL, provisionally calculated on the basis of the Calculation as provided under Annexure I of this Agreement, and subject to reconciliation pursuant to the raising of the invoice by BCCL;

ff) "Effective Price" of the channel in the bouquet(s) means derived MRP of the said channel after applying the same proportionate discount on ala-carte MRP of channel as applied for forming the bouquet(s) comprising of the said channel.

gg) "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 of such available channels and programmes;

hh) "Equipment" shall include Integrated Receiver Decoders ("IRDs") and the Viewing Card(s) which have been provided to the Affiliate by BCCL on the basis of mutually agreed parameters between the parties. IRD here means a device, decoder, and receiver cum decoder that is able to receive and/or decode the encrypted channels/Service; while being used in conjunction with a Viewing Card by the Affiliate. The term Equipment may also be referred to as "the Affiliate's Equipments" in this Agreement for the purpose of convenience. "Viewing Card" (Smart card) means the electro-magnetic card to be used in conjunction with the IRD to access and decode each Channel and provide the viewer access to various pay channels from the network. The Cards when inserted into set-top boxes/ IRD's that have an internal decoder, shall be converting encrypted signals into a recognizable format;

ii) "Fingerprinting" means the method/system to be employed by the Affiliate to display a viewing / smart card unique number of BCCL and of the Affiliate on the screen of the television sets of the Subscriber of the Affiliate, which number is used in order to identify the Set top box/ IRD Box/VC of BCCL/the Affiliate;

jj) "Format" of the Channel means either Standard Definition Feed/format or High Definition Feed/format. The term High Definition channel/feed/format means channel which carries higher resolution of Video in 16:9 aspect ratio;

kk) "Free-to-air channel" or "free-to-air television channel" means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel.

ll) "Head end in the sky operator" or "HITS operator" means any person permitted by the Central Government to provide head end in the sky (HITS) service;

mm) "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;

nn) "Intellectual Property Rights" includes all (present and future) intellectual property rights either owned by or licensed to BCCL and/or the Channel owners; which inter-alia includes copyright, service mark, trade name, trademark, trade secrets, rights of attribution,

integrity and similarly afforded "moral rights," logo of BCCL/Channel owners and any other intellectual or proprietary rights of any nature whatsoever in any part of the world, which belong to BCCL/Channel owners and/or its/their associate/group companies;

oo) "Licensed Rights" shall mean the non-exclusive rights granted by BCCL to the Affiliate under this Agreement to receive/down link the Channels in order to further distribute the same (directly or through its authorized Cable operators, who shall be deemed to be the agents of the Affiliate), continuously and uninterruptedly in the Authorized Language on as it is basis and simultaneously through its Distribution Platform as defined under the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) in encrypted/scrambled digital and in same (Standard/High definition) Format (Format) as received by it from BCCL, (the said systems shall be known as "the Authorized Distribution System"). The Licensed Rights do not allow distribution of the Channels through any other method such as Analogue mode, Pay per view, Video on demand, Time shift view, Multi point Microwave distribution system/multichannel multi point distribution system, Triple play, Quadruple play, Terrestrial transmission (analogue/digital), Mobile TV or through Cellular mobile networks etc. or any other medium or technology or device or through a cable network which also has certain bandwidth which remains unencrypted and/or out of Subscriber Management System (SMS) for e.g. Hybrid cable networks. It is agreed that the Channels shall be distributed in the same Format as subscribed by the Affiliate unless otherwise decided between the parties in writing;

pp) Incentive scheme" or "Performance Incentive" shall mean the incentive offered by Broadcaster to Affiliate on a-la-carte MRP of the Channel(s) and/or on the MRP of the Subscribed Bouquet(s), as are set out in **Annexure H** of this Agreement, subject to Affiliate complying with all the terms and conditions of the selected Incentive Plan(s) to qualify for the applicable incentives. It is clarified that any amount receivable by the Distributors/ Affiliates under the Incentive Scheme shall be inclusive of all taxes and duties for which the Distributors/ Affiliates have to raise the monthly invoice on Broadcasters basis the achievements of targets/ goals as set out for being eligible for incentive payment;

qq) "Interconnection" means commercial and technical arrangements under which service providers connect their equipments and networks to provide broadcasting services to the subscribers;

rr) "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;

ss) "Internet protocol television operator" or "IPTV operator" means a person permitted by the Central Government to provide IPTV service;

tt) "Interconnection Regulation, 2017" or "IC Regulation" shall mean The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rd march, 2017 issued by Telecom Regulatory Authority of India, as amended from time to time;

uu) "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;

vv) "Local cable operator" or "LCO" means a person registered under rule 5 of the Cable Television Networks Rules, 1994;

ww) "Material Breach" shall include but not be limited to any of the following breach of the terms

and conditions of this Agreement –

- i. Non-payment/part payment of the Subscription Fee as per the terms of this Agreement.
- ii. Distribution of the Channels other than in the mode/Format/manner specified in the Licensed Rights.
- iii. Transmission/Distribution of the Channels other than in the Authorized Language.
- iv. Distribution of the Channels outside the Territory.
- v. Providing untrue Monthly Subscriber Reports/ Statements/warranties and/or in the event of a statement/warranty of the party is found to be untrue.
- vi. Non integration between CAS & SMS.
- vii. Non Compliance with any Regulation of TRAI.
- viii. Change of location of Equipment without consent of BCCL.
- ix. Failure to comply with the Schedule VII attached to the Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (no. 1 of 2017)
- x. Any other breach affecting BCCL's business adversely.

xx) "Maximum retail price" or "MRP" for the purpose of these regulations, means the maximum price, excluding taxes, payable by a subscribers of the Affiliate for a-la-carte pay channel or bouquet of pay channels, as the case may be;

yy) "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;

zz) "Network capacity fee" means the amount, excluding taxes, payable by a subscriber to receive the signals of subscribed television channels and it does not include subscription fee for pay channel or bouquet of pay channels, as the case may be;

aaa) "New Channel" shall mean such channel which does not form part of Annexure A of this Agreement at the time of signing of the Agreement, but is subsequently introduced by BCCL, after acquiring necessary license from MIB;

bbb) "Package(s)" means various package(s)/combination/assortment of channel(s) and/or bouquets of channel(s) (comprising of channels and/or bouquets of channels of one or more broadcaster(s)) offered by Affiliate to Subscribers, which may include Channels of various Broadcasters;

ccc) "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;

ddd) "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;

eee) "Premises" means the place at which the Equipment are to be installed/ housed by the Affiliate for using the same in accordance with the provisions of this Agreement; The

term Premises may also be referred to as “the Affiliate’s Premises” in this Agreement for the purpose of convenience;

fff) “Piracy” means unauthorized distribution/access of the Channels/ Service of the Affiliate which shall inter- alia include but not limited to – in case of dis-connection, the signals of the Broadcaster are continued on the Distribution Platform of the Affiliate, Channels being distributed outside the Territory, distribution of Channels in analogue mode, other than at the address of a Subscriber, to the higher number of subscribers than declared ones, without pairing of STB & VC etc;

ggg) “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 resentation, and the expression “programming service” shall be construed accordingly;

hhh) “Removed Channel” shall mean such channels which forms a part of Annexure A at the time of signing of this Agreement, but subsequently removed from such list of channels, if BCCL ceases to distribute such channel(s) in the Territory and terminates the grant of the associated distribution rights/ Licence Rights to the Operator;

iii) “QoS Regulations” means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017;

jjj) “Service” means the Channels as subscribed by the Affiliate. The term Channel and Service may be inter-changed for the purpose of convenience under this Agreement;

kkk) “Reference Interconnection Offer” or “RIO” means the Subscription Agreement published by a Broadcaster for specifying terms and conditions on which the Affiliate/ Distributors and any other authorised service provider may seek interconnection of the television channels for further distribution from their platforms;

lll) “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;

mmm) “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;

nnn) “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;

ooo) “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, and which complies with the requirements as set out under Annexure D **and/or Annexure L (as the case may be)** of this Agreement;

ppp) "Subscriber Report" or "SMS Report" shall mean a monthly subscription report furnished by the Affiliate to BCCL containing the details of the Affiliate's Subscribers of the Channels, specified in detail in Clause 5.5 (b) and as per format contained in **Annexure B** to this Agreement;

qqq) "Tariff order" means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, as amended from time to time;

rrr) "TDSAT" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi as defined in Section 14 of The Telecom Regulatory Authority of India Act, 1997.

sss) "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".

ttt) "Term" means the validity period of this Agreement as per clause 2 of this Agreement;

uuu) "Territory" shall mean the Authorized Area(s) where the Affiliate possesses and has the necessary license granted by MIB and has been authorized by the Broadcaster to distribute its channel(s), as indicated in Annexure F of this Agreement;

vvv) "Threshold" shall mean the lower limit of the range mentioned in various incentive scheme in **Annexure H** to this Agreement;

www) "TRAI" shall mean the Telecom Regulatory Authority of India, as defined under Section 3 of The Telecom Regulatory Authority of India Act, 1997.

2.0. TERM

2.1 Subject to earlier termination as per the terms of this Agreement, the validity period of this Agreement will be for a period of one year, commencing from _____ day of, _____ 20____ ("Term").

2.2 Either party, intending to renew the Term of this Agreement, shall give a written notice of its intention for renewal of this agreement to other party at least sixty days prior to the expiry of the Term. The parties may negotiate the commercial and other terms and conditions for the renewal period. The parties shall enter into a new Agreement before the expiry of this Agreement and in case the Affiliate fails to enter into a new Agreement before the expiry of this Agreement, Affiliate shall not be entitled to receive the Channels from the Broadcaster beyond the Term of this Agreement.

Provided also that the Affiliate shall, fifteen days prior to the date of expiry of the existing agreement, inform the following to the subscribers through a running On Screen Scroll (OSS) on the Times Network's Channels included in the said agreement:

- a) the date of expiry of its existing agreement; and
- b) the date of disconnection of signals of Times channels in the event of its failure to enter into new agreement.

The OSS should not be by a static message which hurts the viewer's experience of watching the channels.

Provided that in case of failure to enter into a new Agreement, BCCL shall be entitled to disconnect the signals of the Channels in terms of TRAI Regulations.

3.0. SUBSCRIPTION, DISTRIBUTION AND LICENSED RIGHTS:

3.1 BCCL based on the request from the Affiliate to subscribe Channels hereby grants to the Affiliate the non-exclusive Licensed Rights for the Term of this Agreement, to subscribe to the Channel(s)/Service solely for the purpose of distributing the same to its Subscribers, in digital mode and in the same manner/Format/mode as received by it from BCCL/respective broadcaster, through its Distribution Platform network only, as defined in IC Regulations and Tariff Order (as amended to date), in the Territory. The Licensed Rights so granted are provided to distribute the Channels only through Distributor Platform and in the manner provided in this Agreement. Licensed Rights do not include:

- a) Any means of distribution not now in existence or not yet in use in the Territory;
- b) Any distribution platform other than Affiliate's Distribution Platform that is specifically permitted in this agreement, even if the Affiliate is authorized to distribute the Service using multiple Distribution Platforms;
- c) All non-linear feeds including but not limited to Pay-Per-View (PPV), Video on Demand (VOD), Near VOD (NVOD), Subscription VOD (SVOD);
- d) Any form of internet or inter protocol delivery via open access systems;
- e) Any form of distribution by a personal computer and/or mobile telephony and/or device; or.
- f) Catch-up TV, time shift or multiplex rights.

3.2 It is acknowledged and agreed by the Affiliate that the Licensed Rights are granted to the Affiliate on the basis of and in reliance upon the representation, warranties and declaration made by it (the Affiliate) particularly to distribute the Channel in the same mode/Format/manner as received by it from BCCL/respective broadcaster and is subject to and conditional upon the performance of its obligations and compliance of the provisions of this Agreement by the Affiliate. Mere possession of the Equipment(s) shall not entitle the Affiliate to receive and/or distribute the Channels.

It is reiterated and acknowledged that the Licensed Rights granted to the Affiliate for subscribing the Channel(s)/Services are only for further distribution in the agreed Territory and Authorized Language on continuous basis through its Distribution Platform and only to its Subscribers whose details have been recorded in CAS/SMS and declared to BCCL as per the terms of this Agreement.

3.3 The Affiliate undertakes not to distribute the Channel(s)/Services in any other mode/manner/Format except the mode/manner/Format as received by it from BCCL. In

addition, the Affiliate further undertakes to distribute the Service/Channel only in Authorized language without changing/dubbing or incorporating any sub-title therein. In case the Affiliate intends:

- a) to distribute the Channels in any mode/manner/ Format, other than mode/manner/ Format in which it has received the signals/feed of the Channels or to distribute the Channels in any other mode/Format not specified in this Agreement;
- b) to distribute the Channels through any other mode as provided in Licensed Rights or other than Distribution Platform authorized under this Agreement;
- c) to provide the Service/Channel(s) outside the Territory, except in terms of clause 3.5, herein under;
- d) to change the language of the Channel – either by way of dubbing and/or introducing the sub-titles or otherwise; or
- e) to record, duplicate, transmit by any means or otherwise use the Channel(s) other than as specifically set out in this Agreement and to store any content forming part of any of the Channel(s) for any reason whatsoever, including for the purpose of offering/providing free TV, interactive TV or online services,

it shall take prior written authorization from BCCL.

Further, the Affiliate acknowledges and agrees that while forming its bouquets at the distribution level, it shall not break a bouquet of pay channels offered by BCCL to form two or more bouquet(s) or shall not alter the composition of a bouquet of pay channels in any manner.

3.4 Subject to TRAI regulations, it shall be permissible for the Affiliate, who is a distribution platform owner to distribute the Channels beyond the Territory agreed under this Agreement by giving a 30 days written notice to the BCCL. After thirty days from the date of receipt of such written notice by BCCL, the said notice shall be deemed to be an addendum to this Agreement. The right of such Affiliate to change/ increase the Territory of this Agreement by notice to BCCL shall be subject to BCCL's right to raise objections with reasons within 30 days of receipt of notice of increase or change in Territory under this Agreement. In the event, BCCL raises objection with reasons within the stipulated period, Affiliate shall not be allowed to increase or change the Territory.

3.5 The Affiliate is authorized to provide the Service/Channels only to those Subscribers having authorized receiving devices and whose complete details have been recorded/ maintained in the CAS/SMS of the Affiliate and provided to BCCL as per terms of this Agreement.

3.6 The Affiliate is authorized to provide the Service/Channels to Commercial Subscribers, read with clause 1.2 (t) and subject to the following conditions:

- a) A Commercial Subscriber can be serviced by the Affiliate subject to prevailing TRAI regulations, High Court/ Supreme Court/ Tribunal Order. The commercial and technical interconnection arrangements between BCCL & Affiliate are without prejudice to the rights and contentions of the Broadcaster(s)/BCCL and the right to re-transmit signals to Commercial Subscribers would be subject to revision depending upon the orders as may be finally passed in any matter by the Hon'ble High Court of Delhi, TDSAT (Telecom

Disputes Settlement & Appellate Tribunal) or any other court or Tribunal in any legal challenge to TRAI's Regulation pertaining to Commercial Subscribers and shall remain subject to the final outcome of the current cases, subsequent legal challenges to the same. The same shall also be subject to any changes in rules, regulations or directions etc. by the competent authority. In the event that there is any change/amendment to the definition and treatment of the Commercial Subscribers, the said change/amendment shall apply to the parties herein.

3.7 Eligibility Criteria for Incentive Scheme:

An Affiliate becomes eligible for availing the Incentive Scheme in the event:-

- a) That the Affiliate opts for "Prompt Payment Incentive" and/ or "Penetration Incentives" as mentioned in Annexure –H;
- b) The Affiliate shall not place any Channel in a disadvantageous position or otherwise treat any of BCCL's Channels less favorably or in a discriminatory manner with respect to competing channels in the same genre;
- c) The Affiliate shall ensure that during the Term, the Channels comprising in a-la-carte or the Bouquet opted by the Affiliate will be made available and carried throughout the Territory on its Platform to its existing Subscribers, as well as to its new subscribers in entirety and continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Agreement;
- d) The Affiliate shall, subject to compliance with each of the Eligibility Criteria set out under this Agreement, be eligible to avail the Incentives on the a-la-carte/Bouquet Rate of the Channels of the Broadcaster strictly in the manner, sequence and conditions set forth hereunder; and
- e) The Affiliate shall remain bound with the obligations arising out of the Incentive Schemes and as opted for by the Affiliate, for the entire term of the Agreement. In the event any obligations/eligibility criteria are not fulfilled by the Affiliate during any period in a particular month, the Affiliate shall not be entitled to the particular incentive for that month.

3.8 Incentive Parameters:

- a) Prompt Payment Incentive: The Affiliate can further avail "Prompt Payment Incentive" by selecting the relevant option set out in 'Incentive Parameters' in Annexure H attached to this Agreement. This incentive will be applicable only in case the affiliates pays the dues on timely basis in accordance with total invoice value (for both a la carte pay channels as well as bouquets of pay channels).
- b) Penetration Based Incentive: The Affiliate can avail "Penetration based incentive" by selecting the relevant option set out in 'Incentive Parameters' in Annexure H attached to this Agreement.

It is clarified that penetration percentage of a channel refers to the percentage of subscribers subscribing to a specific channel by way of a la carte or through bouquet out of the average active subscriber base of a DPO. Further, this incentive will be calculated on "MRP" of channels on a la carte basis & "Effective Price" of the said channel in respective bouquet

For clarity perspective "Effective Price" of the channel in the bouquet(s) means derived MRP of the said channel

after applying the same proportionate discount on ala-carte MRP of channel as applied for forming the bouquet(s) comprising of the said channel.

The incentive shall be based on the combined subscription of the channel, both in bouquets as well as in a-la-carte, and such incentive, if any, shall be offered on proportionate revenue from such channel as a-la-carte and as part of (any) bouquet .

For illustration purpose, the formula to be used for calculation of incentive is given herein below:

Illustration 1 wherein a channel is available in a-la-carte and in one bouquet :

Sum of Proportionate Revenue of the Channel X on a-la-carte basis and as part of bouquet = Maximum retail price x Subscription on a-la-carte basis + Effective Price in bouquet x Subscription of the bouquet

Amount of Discount on Channel X = Sum of Proportionate Revenue of Channel X on a-la-carte and bouquets * Prescribed % Discount

Illustration 2 wherein a channel is available in a-la-carte and in more than one bouquet:

Sum of Proportionate Revenue of the Channel on a-la-carte basis and as part of bouquets = Maximum retail price x Subscription on a-la-carte basis + Effective Price in Bouquet A x Subscription of Bouquet A + Effective Price in Bouquet B x Subscription of Bouquet B

Amount of Discount of the said Television Channel = Sum of Proportionate Revenue of the said Television Channel on a-la-carte basis and as part of bouquets x Prescribed % Discount.

4.0. Reservation of Rights:

4.1 It is agreed that BCCL/respective Broadcaster has and shall have the sole and exclusive right to:

- a) Commence or continue to provide any Channel directly or indirectly to the Subscribers of any other person/ Operator through any platform (including Cable, DTH, IPTV etc.) at its sole discretion.
- b) Discontinue, withdraw/replace/ re-name/ re-format any Channel at its discretion without any obligation to the Affiliate or any other person including the Subscribers.
- c) Appoint any other Affiliate in the Territory;

4.2 It is further agreed that BCCL and/ or the broadcasters of the Channels have the sole and exclusive right/privilege/discretion to:

- a) determine the program, advertisements, messages and content etc. to be broadcast/shown on the Channels and also reserves the rights to change or withdraw the same at any time without any prior notice to the Affiliate. BCCL and/ or the broadcasters of the Channels also reserves the right to form a new/separate bouquet of channel(s) at any time, subject to applicable law, rules, regulations or government order; and

b) make any subsequent change in, name, nature, language, maximum retail prices, per month, of channels and maximum retail price, per month, or composition of bouquets, as the case may be.

c) make any subsequent change in the satellite parameters

Upon change by the Broadcaster, in the satellite parameters of the Subscribed Channels, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense

4.3 All rights/authorization not specifically granted to the Affiliate in this Agreement shall remain with BCCL.

5.0. OBLIGATIONS OF THE AFFILIATE:

The Affiliate undertakes and agrees to comply with all the terms and conditions of this Agreement which inter-alia include the following:

5.1 Affiliate's Documents and Details:

The Affiliate agrees to comply with all the applicable regulations issued by TRAI and shall provide the documents as mentioned in **Annexure G**, at the time of signing of this Agreement and allow the inspection of compliance of the technical parameters and systems to ensure that the Affiliate is competent to distribute the Channels in Authorized Distribution System.

5.2 Reception and Distribution:

The Affiliate shall at its own expense & cost, download and receive the signals of the Channel(s)/Service only from the designated satellites and distribute the same in the same mode/Format (as received by the Affiliate from BCCL) through the Equipment provided or approved by BCCL.

a) The Licensed Rights are granted to the Affiliate for subscribing the Channel(s)/Services solely for the purpose of further distribution in the Territory to its represented Subscribers in the mode/Format (as received by the Affiliate from BCCL) through the Addressable System and in the mode/Format/manner as specified by BCCL.

b) The Affiliate shall re-encrypt the signals of the Channels as per the technical parameters mutually decided by the parties so that the quality, Format (HD/SD format) and continuity of the Channels should be maintained. The Channels shall be delivered by the Affiliate to the Subscribers only in a secured encrypted manner and without any alteration or disruption.

c) The Affiliate also agrees to maintain a high quality of signal transmission of the Channels/Service to its Subscribers in the same Format as provided to the Affiliate without any disturbances, disruptions/interruptions or black out. The Affiliate further agrees and undertakes that it shall distribute and ensure continuous distribution of the Channels/Service in its entirety, in the same manner as it is received without any modification, editing, interruption, delay, alteration including any scrolling, imposing or superimposing of advertisements/message/content/graphics/music/picture squeezing or

re-sizing etc. or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation, disruption and/or blacking it out in any manner whatsoever.

d) The Affiliate declares and agrees that it shall :

- i. At its own cost and expense, cause the Channels to be received only from the satellite(s) designated by the BCCL from time to time and shall ensure distribution throughout its DAS Systems on separate, dedicated channel(s) for reception by all its Subscribers;
- ii. Receive and decrypt/de-code the signals of the Channels only through Equipment supplied/approved by BCCL, details of which are mentioned in **Annexure C**;
- iii. Decode, turn-around and encrypt the Channels (without deletion or alteration of, or interference with, the content of any of the Channels and /or without changing the Format unless otherwise provided in this Agreement) in a mode acceptable to BCCL so that the quality, standard and continuity of the Channels are maintained by the Affiliate;
- iv. Affiliate shall not deploy any advertisement skipping function in its Distribution System or use any technology to insert, overrun, super impose advertisement in the form of but not limited to tickers, audio, video, vignettes, etc.;
- v. Ensure that the services of the Channels shall be available to the Affiliate's Subscribers on a continuous and uninterrupted basis as per the terms of this Agreement;
- vi. Further ensure that the set top boxes provided to its Subscribers should meet the specifications prescribed by BIS; and compliance certificate in this respect (from time to time) signed by CFO or head of that department should be sent to BCCL; and
- vii. Record the details of all its Subscribers in the CAS and SMS along with the date of activation and deactivation of their Services.

5.3 Distribution, Marketing & Promotion Obligations:

a) The Affiliate shall be free to form a package as per the provisions of Interconnection Regulation issued by TRAI from time to time, however, the Affiliate undertakes not to discriminate against the Channels compared to any other channels of the same genre(s) being distributed by the Affiliate. The Affiliate further undertakes that the Channel(s)/ Bouquet(s) shall not be disadvantaged or treated less favorably compared to any other Channel(s)/ Bouquet(s) of the same genre(s) particularly while placing the Channels in any package/tier or fixing the retail price of the channel(s).

b) The Affiliate shall inform to BCCL the details of the a-la-carte channels or bouquet Distributor Retail Price of the bouquet/package in which the Channels are to be placed. In case the Affiliate intends to change such packaging it shall give a no less than 15 (fifteen) days prior written notice, to BCCL and to its subscribers through scrolls and update on website with respect to such change. The Affiliate undertakes that all the changes will be made in good faith without targeting the Channel(s)/ Bouquet(s) with discriminatory treatment vis-a vis similar channels falling in the same genre(s).

c) BCCL also grants to the Affiliate the non-exclusive right to use the marks of BCCL for the marketing and promotional purpose of the Channel(s)/ Bouquet(s), and the Affiliate shall take a written approval before finally using it with other marks. The Affiliate shall market and promote the Channel(s)/ Bouquet(s) and content thereof in a non- discriminating

manner which shall be materially similar to the manner in which other channels of the same genre(s) are being marketed/ promoted by the Affiliate. The Affiliate agrees and undertakes to ensure that the size and prominence of the name and logos of the Channel(s)/ Bouquet(s) on all its advertising and marketing/promotional material/campaigns etc. shall be similar to that of any other Channel(s)/ Bouquet(s) being distributed by the Affiliate. The Affiliate shall co-operate in all respect with BCCL with respect to any market research being/to be conducted by BCCL.

d) The Affiliate shall package the Channels as per applicable Law. The Affiliate shall ensure that none of the Channel(s)/Bouquet(s) are disadvantaged or otherwise treated less favourably with respect to competing Channel(s)/ Bouquet(s) services on a genre basis or included in any Subscriber Package or tier that contains any service with pornographic content or any gambling service. Subject to terms of this Agreement, once a Channel(s)/ Bouquet(s) has been included in a Subscriber Package, the said Channel(s)/ Bouquet(s) shall not be selectively taken off by the Affiliate unless all other channels comprised in the Subscriber Package have been switched off or taken off air by the Affiliate. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement whereby the said Channel(s)/ Bouquet(s) is taken off air or switched off.

e) While availing the incentive on the MRPs of the bouquets of the Channels created and offered by BCCL, the Affiliate shall ensure that all Channels in the bouquet are listed in EPG and exhibited on Affiliate's platform for viewing purposes. In case, the Affiliate fails to make certain channels available to its viewers from the bouquet subscribed, then the Broadcaster shall be entitled to claim MRP of the channels exhibited on a-la-carte basis from the Affiliate and the Affiliate will not be entitled to claim any incentives on such exhibited channels.

5.4 Territory:

The Affiliate is entitled and hereby undertakes to distribute the Channel(s)/ Bouquet(s) only in the Territory as specified in **Annexure - F** attached to this Agreement.

Provided that it shall be permissible for an Affiliate, to distribute the channels beyond the areas agreed Territory by giving a written notice to BCCL, after thirty (30) days from the date of receipt of such written notice by BCCL and the said notice shall be deemed to be an addendum to the existing 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.

Nothing contained in this proviso and under a) and b) shall apply if written objections with reasons from BCCL have been received by the Affiliate during the said thirty days' notice period.

Further, any distribution of the Channel(s)/ Bouquet(s) in the non-agreed areas, or prior to 30 day period, as permitted herein above, without prior authorization from BCCL will be deemed unauthorized distribution and will also constitute a material breach and Piracy.

5.5 Subscriber base:

- a) The Affiliate shall distribute the Service only to those Subscribers whose relevant details have been recorded in its CAS & SMS.

b) Subscriber Report or SMS Report:

- i. The Affiliate shall, within seven days from the end of each calendar month, provide, in the format specified under 'Subscriber Report' in the Schedule VII of IC Regulation, complete and accurate monthly subscription report of channels and bouquets of pay channels, to BCCL.
- ii. It shall be permissible to BCCL to disconnect the signals of its television channel after giving written notice of three weeks to the Affiliate if it fails to provide the monthly subscription report under this Agreement.
- iii. On the basis of monthly subscription report, BCCL shall issue monthly invoice to the Affiliate for 'BCCL's (broadcaster's) share of maximum retail price' payable by such distributor to BCCL and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date for payment.
- iv. That BCCL shall allow a time period of at least fifteen days to the Affiliate for making payment from the date of receipt of invoice by it.
- v. That in case Affiliate fails to provide the monthly subscription report within the period of seven days from the end of the calendar month, BCCL shall have the right to raise a provisional invoice, for an amount increased by ten percent of the 'Subscription Fee' payable by Affiliate to BCCL for the immediate preceding month, and Affiliate shall be under obligation to make the payment on the basis of such provisional invoice.
- vi. That it shall be mandatory for BCCL and Affiliate to carryout reconciliation, between the provisional invoice and the final invoice raised by BCCL on the basis of the monthly subscription report sent by Affiliate, within three months from the date of issue of such provisional invoice.
- vii. It is further agreed that the Affiliate shall maintain and provide records/report to BCCL separately for the Ordinary Subscribers and Commercial Subscribers.
- viii. The Affiliate agrees and undertakes to declare the true subscriber base to BCCL and send an updated list thereof as per the terms and conditions of this Agreement. In case after verification BCCL arrives at the opinion that the Affiliate has been distributing the Services in any area other than authorized Territory; BCCL may, upon notice to the Affiliate, either deactivate the service/terminate this Agreement or increase the Subscription Fees to be paid by the Affiliate without prejudice to any other rights available to it and the Affiliate agrees to pay the increased Subscription Fees in accordance with the provisions hereof, without raising any dispute in this regard.
- ix. The Affiliate shall ensure compliance of Schedule VII attached to the IC Regulations.

5.6 The Equipment:

- a) The Affiliate will be entitled to obtain the Equipment from BCCL provided all the terms for subscribing the Channels have been agreed to and complied with by the Affiliate and the Interconnect Agreement has been executed by it. The details of IRDs and Viewing cards (VCs) issued to the Affiliate are mentioned in **Annexure C**.
- b) The Affiliate shall at its own cost, collect the Equipment from the designated address of BCCL, which shall be returned on expiry/termination of this Agreement at the designated address of BCCL at its (the Affiliate's) own cost in the same condition subject to normal wear and tear. It is further agreed and reiterated that the Affiliate shall be entitled to use the Equipment subject to compliance of the terms and conditions of this Agreement.
- c) The Equipment, so provided to the Affiliate, is and shall remain the property of BCCL and except as otherwise provided in this Agreement, no right, title or interest in the Equipment(s) shall pass to the Affiliate by virtue of this Agreement.

d) The Affiliate agrees not to tamper, alienate or part with possession of the Equipment(s) or pledge and/or create charge upon them to and/or in favour of any third party or to any other place than the Premises without the prior written approval of BCCL.

e) The Affiliate shall use and maintain the Equipment in accordance with the instructions of BCCL/manufacturer and will keep the Equipment(s) in good repair/running condition and working order and have them insured at its own costs. The Affiliate assumes the risk of damage to the Equipment on collection and will indemnify to BCCL in case of loss or damage to the same. BCCL may replace the Equipment only in case of mal-functioning provided the Affiliate has used the same as per the instruction of BCCL or its manufacturer, however if it is found that the Affiliate has not used the Equipment as per the instruction of manufacturer/BCCL, the Affiliate shall be liable to pay the cost of the same. It is further agreed that BCCL shall not be liable to the Affiliate for any direct, indirect, special or consequential loss/damages arising out of or by using/ non- functioning of the said Equipment.

f) BCCL shall have no liability/obligation (direct or indirect) (except as stated in this Agreement) whatsoever under this Agreement, towards the Affiliate or any other person including the Subscribers, arising from and in respect to:

- i. any defect in the Equipment attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the BCCL/Manufacturer's instruction, or any use of the Equipment(s) with any apparatus or equipment not authorized/approved by BCCL; or any defect or damage in Equipment(s);
- ii. any action or failure to act or default on the part of any Equipment distributor or installer; or
- iii. any indirect or consequential loss resulting or any other default on the part of BCCL or any of its officers, employees, suppliers, distributors or agents or any vendor of Equipment(s).

g) BCCL shall be entitled to charge the rental fee and/or the Security deposit for the Equipment. Subject to terms and conditions of this Agreement, the Security Deposit shall be returned to the Affiliate, without any interest, on receiving back the Equipment(s) from the Affiliate, at the time of expiry/termination, in the same working conditions except normal wear and tear.

h) It is further agreed that in case the Affiliate fails to return the Equipment as per the terms of this Agreement, it shall be liable to pay the same subscription fee, in addition to any other penalty/damages to BCCL until the Equipment are returned by the Affiliate to BCCL.

i) The Affiliate shall ensure compliance and requirements of Schedule III & Schedule IX attached to the IC Regulation.

5.7 Technical & Security measurement Obligations:

a) The Affiliate declares and agrees that it shall follow the technical conditions of addressable system requirements as specified in **Annexure D and/or Annexure L (as the case may be)** with respect to reception and distribution of the Channels.

b) Besides the aforementioned addressable system requirements, as specified in **Annexure D and/or Annexure L (as the case may be)**, the Affiliate declares and agrees that it shall follow the below mentioned specifications and conditions for distribution of the Channels:

- i. The Affiliate will maintain at its own expense a subscriber management system (“SMS”) and Conditional Access System (CAS) which shall meet all the requirements as specified in IC Regulation including Schedule III and/or Schedule X (as the case may be) & Schedule IX of IC Regulation.
- ii. It (the Affiliate) shall install the highly secured and BIS Compliant CAS & SMS, which are linked and integrated, so as to generate true reports with respect to subscribers, subscription, activation/deactivation and re-activation through such SMS.
- iii. Both the CAS and SMS software must be from a reputed company in the business of protecting content for at least last 5 (five) years and must currently be successfully protecting at least Ten millions pay TV subscribers worldwide.
- iv. The Affiliates operating system should be able to handle and record individual channels, packages, tiers, discounts, free offers, promotional offers; activation/deactivation history with respect to each addressable device (IRD/VC) and each channel/service for every activation and deactivation in the system for a minimum period of 2 years.
- v. SMS of the Affiliate shall/must maintain/record a detailed database of the Subscribers which shall inter-alia include the name, address and the channels/tier/package(s) opted by the Subscribers, basic features of the contracts executed with the Subscribers such as date of contract, details of Customers Equipment, method of billing, payments and outstanding by the Subscribers etc. & administration of such features as per industry standards, handling complaints of the Subscribers.
- vi. The Viewing Card and the Set Top Box should be paired in such a way that without any of these individual components or changing any one of those should not enable the services. This combination should support fingerprinting and for any reason if the fingerprinting is not available on change of any of these components then the broadcaster has right to discontinue the services.
- vii. The Affiliate shall make available the channel wise history of all the authorizations/de-authorizations of all the CEs as and when required by BCCL.
- viii. The CAS of the Affiliate must have a log of all the actions performed on the CE at least for the past two years which shall inter-alia include activation/deactivation, FP triggers etc;

c) The Affiliate warrants and undertakes that the Channels/Services shall be provided to the Subscribers only through CAS/SMS and the details whereof shall be recorded along with authorization, billing and accounting through the said system and such system must have the features of finger printing (FP) and On Screen Display (OSD) to be shown on various location, frequencies and duration as advised by BCCL from time to time.

d) The Affiliate shall, prior to the commencement of the Term of this Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the “Security Systems”) as

may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by BCCL.

e) The Affiliate shall install the process for Finger Printing, which should not be removable, whereby code words/numbers etc. are made to overtly appear on the screen of a television and/or covertly in the signal of the Channel that enables identification of the Viewing Cards being used to access the signal. With respect to Finger Printing, the Affiliate shall ensure that:-

- i. Both CAS and STB should support both overt and covert fingerprinting. The background of OSD should be in different colours which include no colour (blank) and fonts as advised by BCCL. In addition the co-ordinates of the finger printing should be in shifting mode and of multi-positioning; i.e. the place of display of finger printing should be kept on changing from time to time as advised by BCCL. The Overt FPs should be clearly visible, continuous and the frequency of display should be controllable as and when required as advised by BCCL. Display of FPs with varying length of time can be scheduled at different intervals as advised by BCCL;
- ii. The Finger Printing should be possible at any location and different location setting should be possible for different groups of STBs. In addition the Finger Printing should be displayed/defined by x - y coordinates on the TV screen and be capable of being displayed for varying length of time which can be scheduled at different intervals;
- iii. Subscriber Equipment should support both visible & invisible Finger Printing as well as OSD messaging;
- iv. The Affiliate shall not resort to and/or use any method, technology, software now known or hereinafter devised to subvert the Addressable System to the detriment of the interests of BCCL;
- v. Both CAS and SMS should be able to handle individual Channel/package of the Channels, discounts and promotional offer etc. and shall record/maintain all the details of the Subscriber/Service and its activation/deactivation records in truthful manner; and
- vi. To have strict security measures against piracy of the viewing / smart card.

f) In case the CAS/SMS of the Affiliate is found/ informed to be hacked/defective, the Affiliate shall change or upgrade its CAS/ SMS at the earliest. The Affiliate agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of BCCL and shall also extend all co-operation to BCCL as may be required by it (BCCL) for taking necessary action against such piracy/infringement.

g) The Affiliate undertakes that all the Subscriber's Equipment (STB & VC etc.) are sold/installed together as a pack and only at Subscriber Premises after due verification of the same and the installation of the Equipment would be done by the Affiliate or its authorized agents.

h) The Affiliate warrants and undertakes to comply with the 'Digital Addressable cable TV Systems Requirements' as stated in Schedule III and/or Schedule X (as the case may be) & Schedule IX of IC Regulations.

i) In case the security of CAS/SMS is breached, or if the Services are viewed through without FP or OSD, BCCL reserves the right to discontinue its services as per the terms of this Agreement without prejudice to any other rights.

j) EPG: The parties agree to the Logical Channel Numbers for each of the Channel from time to time and the Affiliate agrees not to disadvantage any of the Channels or otherwise treat the Channel less favourably with respect to the competing channels and the LCN of the Channels shall not be changed without approval of BCCL. In case the Affiliate distributes the copy of EPG to its Subscribers a copy of such would be sent to BCCL also. The Local Channel Number once assigned to a particular television channel shall not be altered by the Affiliate for a period of at least one year from the date of such assignment under this Agreement, unless the said channel itself becomes unavailable on the Distribution Platform of the Affiliate by reason of default of BCCL in maintaining required permission for operating its channels and complying with applicable codes, guidelines or any other reason.

k) If BCCL changes the genre of a particular Channel, then the Local Channel Number assigned to that particular Channel shall be changed to place such channel together with the channels of new genre in the EPG.

l) It is agreed that the Affiliate shall ensure that the LCN for each of the Channel shall remain within the LCNs genre of that particular channel as registered, e.g. the Movies Now Channel should be allotted an LCN within the range allotted to the English Movies Channels genre.

m) The Affiliate acknowledges and undertakes to maintain the High Definition of HD formatted channels such as Movies Now HD, MN+ (HD), MNX HD, Times Now World (HD) and Times Now Navbharat HD. The Affiliate agrees to comply with the Technical Aspects under the Addressable System Requirements of the Channels as provided in Annexure D **and/or Annexure L (as the case may be)** to this Agreement, in addition to other HD format requirement and the advice of BCCL from time to time in this respect.

5.8 Inspection & Audit:

a) The Affiliate shall, once in a calendar year, cause audit of its subscriber management system, conditional access system and other related systems by an auditor to verify that the monthly subscription reports made available by the Affiliate to BCCL are complete, true and correct, and issue an audit report to this effect to BCCL.

b) That TRAI may empanel auditors for the purpose of such audit and it shall be mandatory for the Affiliate to cause audit, under sub-regulation (1) of Regulation 15 of Interconnection Regulations 2017, from M/s Broadcast Engineering Consultants India Limited, or any of such empanelled auditors.

c) That any variation, due to audit, resulting in variation of more than zero point five percent of the billed amount, may require revision of the invoices already issued and paid, at the sole discretion of BCCL.

d) That the annual Audit caused by the Affiliate shall include the Audit to validate compliance with Schedule III and/or Schedule X (as the case may be) & Schedule IX and the Subscription Audit, as provided for, in the IC Regulations.

e) That the annual Audit as caused by the Affiliate under regulation 15 (1) shall be scheduled in such a manner that there is a gap of at-least six months between the audits

of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years.

f) In cases, where BCCL is not satisfied with the audit report received or, if in the opinion of BCCL the addressable system being used by the Affiliate does not meet requirements specified in the Schedule III and/or Schedule X (as the case may be) & Schedule IX, it shall be permissible to BCCL, after communicating the reasons in writing to the Affiliate, to audit the subscriber management system, conditional access system and other related systems of the Affiliate, not more than once in a calendar year:

Provided that TRAI may empanel auditors for the purpose of such audit and it shall be mandatory for BCCL to cause audit, under sub-regulation 15 (2) of IC Regulations, 2017, from M/s Broadcast Engineering Consultants India limited, or any of such empanelled auditors

Provided that if such audit reveals that additional amount is payable to BCCL, the Affiliate shall pay such amount, along with the interest at the rate specified by BCCL in this Agreement, within ten days and if such amount including interest due for any period exceed the amount reported by the Affiliate to be due for such period by two percent or more, the Affiliate shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future:

Provided also that it shall be permissible to BCCL to disconnect signals of its Channels, after giving written notice of three weeks to the Affiliate, if such audit reveals that the addressable system being used by the Affiliate does not meet the requirements specified in the Schedule III and/or Schedule X (as the case may be) & Schedule IX of IC Regulation.

5.9 Subscription Fee and other charges/payment:

a) **Subscription Fee:** Subscription Fee shall be calculated on the basis of Operator Rate, as provided under Annexure A to this Agreement, payable to the Broadcaster, for each of subscriber that has subscribed such channel(s) or bouquets on the basis of monthly subscription report, and as per the calculation as set out in **Annexure I** of this Agreement. BCCL shall issue monthly invoice to the Affiliate for 'Subscription Fee' payable by the Affiliate and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date for payment. The Subscription Fees payable to BCCL by the Affiliate shall be exclusive of any tax and the same shall be paid by the Affiliate in addition (over and above) the Subscription Fees.

That in case Affiliate fails to provide the monthly subscription report within the period of seven days from the end of the calendar month, BCCL shall have the right to raise a provisional invoice, for an amount increased by ten percent of the 'Subscription Fee' payable by Affiliate to BCCL for the immediately preceding month, and Affiliate shall be under obligation to make the payment on the basis of such provisional invoice.

That it shall be mandatory for BCCL and Affiliate to carryout reconciliation, between the provisional invoice and the final invoice raised by BCCL on the basis of the monthly subscription report sent by Affiliate, within three months from the date of issue of such provisional invoice.

b) **Distribution Fee/ Margin:** For the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to subscribers, BCCL shall offer distribution fee/

Margin at **twenty percent (20%)** of the Maximum Retail Price of a-la-carte rate of the Channels or bouquets of Channels, as the case may be, to the Affiliate.

c) **Other Payment terms:** The Subscription fee/Charges shall be paid by the Affiliate monthly in arrears, without any deduction, in the following manner:

- i. The Affiliate shall make the payment within the Due Date.
- ii. BCCL reserves its right to revise the aforementioned Subscription fee/Price of the Channels in accordance with the applicable statutes pursuant to any new regulations/orders notified by the TRAI/MIB or any other quasi-judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority without any further intimation or action. Upon such revision, the Affiliate agrees to pay the revised Subscription Fee with immediate effect within the Due Date, without raising any dispute. It is further agreed that in case the Affiliate has paid any fees in advance, the differential amount of the subscription fees, from the effective day of such revision will be paid by the Affiliate on a pro rata basis within a period of seven days from the receipt of the notice of revised fee from BCCL.
- iii. It is expressly agreed between the Parties that the Affiliate shall be liable to pay the Subscription Fee irrespective of the fact whether the Affiliate is able to collect the same from its Subscribers or not.
- iv. In addition, the Affiliate shall be liable to bear and pay all the (present and future) applicable taxes & duties (including GST) and any other payments statutorily required to be made by the Affiliate with respect to subscription and distribution of the Channels/Service. In case BCCL is required to make any such payment on behalf of the Affiliate, the Affiliate shall reimburse the same to BCCL within seven days of demand made by BCCL along with the copy of payment of the said dues, without raising any dispute.
- v. All payments shall be paid net of all taxes and charges or levies and any bank transfer or similar fees or charges and the liability of all taxes & duties including the Service tax or statutory charges shall be solely of the Affiliate. All the dues as mentioned in the Agreement shall be paid by the Affiliate without any deduction or set-off, by way of a DD/pay order/Cheque payable at par which shall be drawn in favour of **"Bennett, Coleman & Company Limited"**.

However, it is clarified and agreed that all the above payments shall be free of and not be reduced by any tax, levy or charges except for Tax Deduction at Source as per Indian Income Tax Act, 1961. The Affiliate shall issue the TDS certificate for such deducted tax within the statutory time provided for furnishing it under the Income Tax Act, 1961 and amendments thereof from time to time. TGBCL shall be entitled to collect the Subscription Fee/Charges from the Affiliate and all dues/payments payable in terms of this Agreement shall be paid by the Affiliate by way of a DD/pay order/cheque (payable at par) in favour of **"Bennett, Coleman & Company Limited"**.

- vi. In case any of the above payment is not paid by the Affiliate on or before the due date, BCCL shall be entitled to charge the interest at the rate of 18% p.a. from the due date till the said amount is paid, which shall be without prejudice to other rights available to BCCL which inter-alia includes de-activation of the Service and /or terminate the Agreement in accordance with the provisions of law. The imposition and collection of interest on late payment of Subscription Fee does not constitute a waiver of the Operator's absolute obligation to pay the Subscription Fee within the Due Date.
- vii. It is agreed between the parties that the receipt of money by BCCL shall not prevent BCCL from questioning the correctness of any statement submitted by the Affiliate.

5.10 Intellectual Property Rights:

- a) The Affiliate acknowledges and agrees that BCCL and/or the Channel Broadcaster is/are and shall remain the sole and exclusive owner(s) of the Channel(s) and contents thereof and all rights including Intellectual Property Rights vested therein shall be the sole and exclusive property of BCCL.
- b) The Affiliate shall use the signals only for distributing the same to its Subscribers and shall neither record, duplicate, transmit by any means or otherwise use the Channels or any part thereof nor allow any person to do so.
- c) The Affiliate undertakes that it shall distribute and ensure continuous distribution of the Service in the designated Territory and Authorized Language only in its entirety and in the same manner as it is received without any disturbances, disruptions/interruptions, editing, modification, including any scrolling, imposing or superimposing of advertisements, incorporating sub-titles or otherwise tampering with the telecast/content, editing, voice over etc., interference, de-modulation. The Affiliate shall make the signals available to its Subscribers without any disturbance, disruption and/or blacking it out and shall also ensure that the signals of the Channel(s) shall be available to the Subscribers in continuity without any disturbance, disruption and/or blacking it out in any manner whatsoever.
- d) The Affiliate further undertakes to abide by the provisions of the Copyright Act, 1957 and rules thereof (amended from time to time) and further undertakes not to do any act which violates the rights of BCCL provided under this Agreement.
- e) The Affiliate agrees that it has not and shall not:
 - i. acquire any proprietary rights in any of the contents of the Channels and/or logo, trade mark/name thereof by reason of this Agreement or by reason of performance pursuant to this Agreement;
 - ii. acquire any ownership or other rights with respect to the Subscribed Channel(s) or in any of the contents of the Channels and/or logo, trade mark/name thereof except as expressly granted in this Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights pertaining to the Subscribed channels as granted in this Agreement;
 - iii. acquire any proprietary or other rights in the trade names/marks and logo to which BCCL and/or Channel Owners assert proprietary or other rights, which BCCL may inform the Affiliate from time to time in writing and agrees not to use the same in any corporate or trade name;
 - iv. apply for registration of the trade name as a trade mark and not to interfere in any manner with respect to registration by BCCL nor attempt to prohibit the use or registration of the trade name or any similar name or designation by BCCL;
 - v. use any name or mark, logo similar to or capable of being confused with the trade Name or the mark/logo of the Channel and/or BCCL/Channel owners;
 - vi. remove any name or mark including fingerprinting from the Services;

- vii. cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so;
- viii. refrain from distribution of the Channel(s) and shall distribute the same without any disruption, interruption and blacking out; and
- ix. change or use the language of the Channel(s) other than the authorized one.

f) In case the Channels are not distributed as per the terms of this clause, BCCL shall be entitled to terminate this Agreement and recover damages from the Affiliate without prejudice to any other rights available to it.

g) The Affiliate may place its logo/FP on the Channels provided it shall not hide/mask the logo/FP of BCCL/Channel Owners and its placement shall be determined in consultation with BCCL to ensure the same.

h) The Affiliate shall not push any content (except its Finger Printing) on to the Set Top Boxes, and there shall not be any automatic advertisement skip function and the Affiliate shall not create a virtual VOD or other on demand service with respect to the Channels.

5.11 Anti-Piracy Obligations & Measures:

a) 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 Affiliate shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures as may be specified, in a non-discriminatory manner in writing, from time to time, by BCCL. In addition, the Affiliate shall ensure to employ, maintain and enforce a Security System which shall inter-alia include the fully effective conditional access delivery and content protection and Security System in order to prevent theft, piracy, unauthorized distribution/retransmission, copying or duplication of the Channel(s) or any part thereof.

b) The Affiliate represents and warrants that it has the adequate system, processes and controls in place regarding distribution of Set Top Boxes and preventing Piracy and shall take all the necessary legal/technical and administrative steps/actions to prevent the piracy and unauthorized access of the Channel(s)/Service.

c) The Affiliate undertakes to notify to BCCL of any suspected and/or actual infringement of the Intellectual Property and/or unauthorized distribution of the Channels, and to take all necessary steps and actions, after taking the approval from BCCL, to prevent any unauthorized access to/piracy of BCCL Channels in the Territory and will regularly provide to BCCL updated piracy reports on quarterly basis. The Affiliate also agrees to take appropriate remedial actions to curb piracy in the Area with prior written approval of BCCL and shall also extend all co-operation to BCCL as may be required by it (BCCL) for taking necessary action against such piracy/ infringement.

d) The Affiliate shall deploy Finger printing (FP) mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed/ transmitted through its DAS Platform at least every 10 minutes on 24 x 7 x 365 basis. In addition, the Affiliate shall ensure that the FP of BCCL should pass through all the STB/TV sets without being masked or tampered with respect to time, location, duration and frequency.

e) The Affiliate shall also display the Water mark and other measures as approved by BCCL in order to detect the piracy. The FP should be on the top of any other display OSD including programme and should not be removable by the Subscriber or any other person.

f) The Affiliate shall ensure that all Set Top Box(s) should support both visible and covert FP and it (the Affiliate) should be able to operate the FP of all the Subscribers.

g) The FP & OSD should not be removable by the Subscriber and should be controllable as and when required. In addition, the Affiliate shall provide the FP (both overt and covert) at the scheduled time, location, duration, color and on demand of BCCL with a notice of 30 minutes. FP should be displayed at least for 30 seconds and after every 10 minutes.

h) The Affiliate shall ensure the address and authorized usage of the Subscriber before setting up/installation and activation of Subscriber's Equipment and shall have a system in place for ensuring the utilization of those Equipment as per the terms of this Agreement so as to prevent/minimize the Piracy of the signals of the Channels.

i) The Affiliate 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 Affiliate at the time the Channels are made available. If the Affiliate becomes aware that any unauthorized party is recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Affiliate shall within ten minutes of so becoming aware of such recording, duplicating, cable-casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify BCCL and the Affiliate shall also switch off the concerned Set Top Box to prevent such unauthorized use.

j) The Affiliate further undertakes to notify to BCCL of any suspected and/or actual infringement of the Intellectual Property/Piracy of the Channels of BCCL (such event includes - receiving/usage/distribution of the Channels for commercial purpose by the Subscribers or any other person without the authorization of BCCL, receiving/ usage/ distribution of the Channels by the Cable Operators, receiving/usage/distribution of the Channels by the unauthorized Commercial Subscribers, Mass display such as in Cinema, PVA, any large gathering or otherwise by any person without authorization of BCCL) through its DAS Platform and shall take all necessary steps and actions as advised by BCCL from time to time. The Affiliate is also authorized to take legal steps (including criminal proceedings) in its own name after taking the approval from BCCL, to prevent any unauthorized access to/piracy of BCCL channels in the Territory and will regularly provide to BCCL updated piracy reports on quarterly basis.

k) If so instructed by Information (as defined below) by BCCL, the Affiliate 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 BCCL. 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 BCCL representatives through other means of communications such as telephonic message, fax etc and the said "Information" shall later be confirmed by BCCL through e-mail and the Affiliate shall be under obligation to act upon such Information.

l) The finger printing shall be both overt and covert and should be in different colours as advised by BCCL. In addition, the co-ordinates of finger printing should be in shifting mode and of multi-positioning; i.e. the place of display of finger printing should be kept on changing from time to time. Such finger printing should be displayed for such periods and /or for such interval as may be advised by BCCL from time to time. It is further agreed that the FP of BCCL shall pass through without masking or tampering with respect to time, location, duration and frequency. The Affiliate agrees to display the Finger Printing and/or OSD at the scheduled time, location, duration as advised by BCCL by a written 15 minutes' notice.

m) It is further agreed that in case the Channels are not distributed as per the terms of this clause and/or in case BCCL finds that the Affiliate is not taking adequate steps to prevent piracy as advised by BCCL, BCCL shall be entitled to deactivate the service and/or terminate this Agreement immediately without prejudice to any other rights available to it including to claim damages from the Affiliate.

6.0. REPRESENTATIONS AND WARRANTIES

6.1 BCCL represents and warrants that it:

- a) has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder; and
- b) shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels.

6.2 The Affiliate represents and warrants that it:

- a) has the requisite power and authority to enter into this Agreement and to fully perform respective obligations hereunder;
- b) has obtained and shall continue to have all licenses, approvals, authorization, permissions, registrations and permits necessary for receiving and distributing the Channels/Service;
- c) shall pay to BCCL the subscription fee and revision thereof along with all the taxes and duties in time;

- d) shall distribute the Service only in accordance with the terms of this Agreement in the same mode/Format as received by it from BCCL and in its entirety without any modification, disruption/interruption, change of format and black out;
- e) shall not discriminate the Channels with any other channels being distributed by the Affiliate of the same genre and shall not place/price the Channels in non- advantageous/dis- advantageous position compared to any other channel in the same genre;
- f) shall provide access of the Services only to those Subscribers who have the STB and whose details have been duly recorded in the SMS of the Affiliate;
- g) shall abide by all the laws and regulations applicable to the distribution of the Subscribed channels and comply with all of its obligations as specified in this Agreement;
- h) shall maintain the quality/Format and standards for the respective Channels;
- i) will not unilaterally, in any manner and for any reason whatsoever, alter, modify and/or change the Language of the content of the Channels;
- j) shall ensure the compliance of the terms of this Agreement by its authorized Cable Operators;
- k) shall provide the true, correct and updated subscriber details to BCCL as per the terms of this Agreement;
- l) cause continuous distribution of the subscribed Channels to all its Subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever;
- m) shall ensure that its Subscribers shall always be in compliance and shall comply with of all the applicable terms of this Agreement;
- n) shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through and interconnected with SMS only;
- o) shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Channels at the time of retransmission, except the Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more than 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner;
- p) shall always encourage the Subscribers to subscribe/avail and view all the Subscribed Channel(s). Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers from subscribing/availing and viewing the Subscriber Channel(s), nor shall indulge in any negative publicity nor provide incentives, marketing,

advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s); and

q) upon change in the designated satellite of the Subscribed Channels, the Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.

6.3 The Affiliate recognizes that it has been authorized to subscribe and distribute the Channels/Service, in reliance upon the representation, warranties and declaration made by it. The Affiliate further recognizes and undertakes that it has read and understood all the terms and conditions of this Agreement and is fully aware of the same and executed this contract with free consent.

6.4 The Affiliate agrees with BCCL that each warranty which is set out in this Agreement or which could be treated as a separate warranty shall be construed independently of any other. Each of the warranties is a separate and independent warranty, representation and undertaking and the rights of BCCL under, and the meaning given to, any one such warranty shall not be restricted by reference to any other warranty.

7.0. DEFAULTS, DEACTIVATION & INDEMNITIES

7.1 BCCL may, de-activate the Services of the Affiliate in accordance with the relevant provisions of the applicable statutes, upon termination/expiry of this Agreement, in case any of the representation and/or warranty made by the Affiliate is found to be incorrect and/or if the Affiliate fails to perform its duty and/or carry out its obligations as mentioned in this Agreement, particularly the obligation of making timely payment, distributing the Services otherwise than through DAS Platform, non-providing the true details of its Subscribers and distribution of the Channels to the Subscribers not declared to BCCL, distribution of the Channels/Service outside the Territory, despite not curing the breach even after receiving a notice of breach/cure from BCCL.

If the Affiliate fails to adhere to its obligations as mentioned in this Agreement, it shall be deemed to be of unauthorisedly receiving/transmitting signals and BCCL shall be entitled to deactivate/disconnect the signals of the Subscribed Channels without prejudice to any other rights / remedies available to BCCL including termination of this Agreement and claiming appropriate damages.

7.2 It is further agreed that in case the Services are de-activated due to any default of the Affiliate, BCCL shall be entitled to charge the cost of deactivation and/or reactivation from the Affiliate.

7.3 In case any statement, representation or warranty of the either party set-forth herein is found to have been materially incorrect or untrue for any reason or resulting from any cause whatsoever, the Defaulting party (who made the wrong representation, statement etc) shall be fully liable to the other (Non Defaulting Party) for any and all liability, damage, costs, and expense including attorney fees, arising from such mis-representation or incorrect statement.

7.4 The Affiliate agrees to indemnify, defend and hold harmless BCCL and the Channels' Broadcasters, its affiliates, assigns and successors etc., as the case may be; and each of its directors, officers and employees and keep them fully indemnified and harmless against any and all losses, liabilities, claims, costs, damages and expenses which may be incurred or suffered by BCCL (and/or by them) and which may arise out of or result from:

- a) Non/part performance/compliance of the provisions of, and/or failure of its obligation and/or breaches of any terms and condition by it as specified in this Agreement;
- b) any breach of any Warranty(ies), obligation(s), covenants or this Agreement of the Affiliate contained in this Agreement;
- c) any and all actions, suits, proceedings, claims, judgments, costs, expenses incurred in enforcing this indemnity;
- d) any third-party claims made for loss or damage of whatever description caused to such or any other third party as a result of the activities under this Agreement.

7.5 The Affiliate further agrees to compensate BCCL for any liability incurred to third parties due to any breach of any of the terms and condition of this Agreement and/or for any use of the Intellectual Property otherwise than in accordance with this Agreement by it or its Agent(s).

7.6 It is agreed that BCCL/Channel Broadcaster shall not be liable for any claim in the following events:

- a) Change of schedule and/or withdrawal of any program from the Channel.
- b) Withdrawal, discontinuation, interruption or suspension of any Channel or programs by the Channel Owners or otherwise.
- c) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of BCCL.
- d) Discontinuation/withdrawal of any Channel as per the terms and conditions of this Agreement.
- e) In case of non -performance due to any order passed by any court/tribunal/judicial or administrative authority/association or event of Force- majeure.

7.7 BCCL shall also not be liable to the Subscriber or to any other person for all or any indirect, direct, special, incidental or consequential damages arising out of or in connection with the provision of the Channels/Services or inability to provide the same whether or not due to suspension, interruption or termination of the Services or for any inconvenience due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise. The Affiliate undertakes that it shall be solely responsible for dealings with its Subscribers and shall be liable for any claims, actions,

demands, proceedings by the Subscribers and shall keep and hold BCCL and Channel's broadcasters harmless and indemnified in this regard.

7.8 Subject to Clause 7 and 8 of this Agreement; neither party shall claim indemnification against third party claims or non-operation of facilities or non-supplying of the Channels if the same is due to of failure of Equipment(s), satellite malfunction, natural calamity or any other reasons of beyond reasonable control of the party including force majeure.

8.0. TERMINATION

8.1 This Agreement and all rights granted herein, and obligations of the parties shall be binding for validity of the Term of this Agreement and shall automatically come to an end by efflux of time on completion of the Term.

8.2 However, BCCL may, terminate this Agreement (prior to the Term of this Agreement) at any time by giving at least three weeks prior written notice to the Affiliate.

8.3 In addition, BCCL shall be entitled to terminate the Agreement in the event of a breach of any of the undertakings, obligations, representations and/or warranties given by Affiliate), and in the event the same is not cured within the time 15 days from date of receipt of Notice of default.

8.4 In case of the following events and subject to applicable statutes, BCCL may record termination with immediate effect:

- a) If the Affiliate's license to operate as Distribution Platform Operator or its authorized Distributor Platform providing the distribution service is revoked, cancelled and/or not renewed;
- b) If the Affiliate voluntarily or by operation of law loses control of the means to distribute the Channels in the Territory;
- c) In case of amalgamation, consolidation or reorganization, bankruptcy or insolvency of the Affiliate;
- d) In the event of assignment of this Agreement by the Affiliate without prior consent of BCCL;
- e) If the Affiliate in any manner jeopardizes the intellectual property rights of BCCL in the subscribed channels or part thereof and/or disrupts/interrupts/blacks out the signals of the Channels and/or indulges in Piracy; or
- f) Winding up of the business of the Affiliate voluntarily or through court order for winding up the Affiliate company, or the appointment of a liquidator.

8.5 Notwithstanding anything mentioned in this Agreement, the Affiliate shall be bound to give minimum 90 days advance written notice to BCCL in case of:

- (i) amalgamation, merger, consolidation or reorganization of the Affiliate;
- (ii) proposed discontinuation of operation of the Affiliate's Distribution Platform; or
- (iii) Winding up of the business of the Affiliate.

Further, notwithstanding anything mentioned in this Agreement, for termination of this Agreement or disconnection of signals of television channels of BCCL for the reasons listed in this clause, the Affiliate shall be bound to give 90 days' advance written notice to BCCL.

9.0. POST TERMINATION/EXPIRY/DEACTIVATION COVENANTS

9.1 It is hereby agreed that any default/failure by the Affiliate of any terms and conditions mentioned in this Agreement, shall entitle BCCL to disconnect the Services and /or terminate this Agreement without prejudice to any other rights available to it. However, BCCL may at its discretion, waive its right to disconnect the Service and/or terminate this Agreement, upon such terms and conditions as it may deem fit and proper.

9.2 The de-activation and/or termination of this Agreement, pursuant to the terms of this Agreement shall be without prejudice to any rights which have already accrued to either party under this Agreement. Where the Services are de-activated and/or Agreement is terminated due to any defaults of the Affiliate, upon such deactivation/termination, the entire Subscription fee, for the Term and all sums due and payable by the Affiliate to BCCL, shall forthwith become and remain due and payable.

9.3 Upon expiration/termination of this Agreement:

a) all rights granted to and obligations undertaken by the Parties hereunder shall cease to have effect and terminate immediately except for the Affiliate's obligations:

- i. to pay all amounts or Subscription Fees or other dues including damages, if any, accrued hereunder upon or prior to the expiration or termination of this Agreement;
- ii. with respect to indemnity and confidentiality and;
- iii. such other rights as may accrue upon BCCL under the laws of India.

b) The Affiliate shall forthwith:

- i. Stop distributing the Channels to its Subscribers.
- ii. Stop representing itself as the Affiliate of BCCL.
- iii. Stop using channel logos/marks etc.
- iv. Cease to use the Intellectual Property of BCCL/Broadcaster(s).
- v. Sign such document/confirmation of cessation of use of Intellectual Property as BCCL may require.
- vi. Return back to BCCL all the Equipment(s) in the same conditions as it were made available to the Affiliate subject to normal wear and tear, failing which the Affiliate shall be required to pay the Subscription Fee till the date the Equipment are returned without prejudice to any other rights available to BCCL.
- vii. Return back to BCCL all the material/documents/property of BCCL.

9.4 It is agreed that notwithstanding anything contained in the Subscribers Contract(s) with the Affiliate; execution of this Agreement with the Subscribers by the Affiliate shall not entitle the Affiliate to receive the Channels/Service from BCCL, post expiry/termination of this Agreement and in case the services are deactivated due to any default by the Affiliate.

9.5 Continuation of Service: In case the Services are continued to be provided by BCCL by inadvertence or otherwise even after expiry/termination of this Agreement, the Services will be deemed to be provided on monthly basis on the same commercial terms and conditions unless otherwise determined. It is clarified that the month will be the Calendar month i.e. the beginning of the month will commence from the first day of month and not from any other date. In case the Services are to be withdrawn/ deactivated at any stage any party shall send three weeks' notice to other party for such termination. The Affiliate shall be under the obligation to make the payment for the period during which such Services were received by him.

10.0 MISCELLANEOUS

10.1 Entire Agreement: The Affiliate acknowledges that this Agreement contain(s) the whole Agreement between the parties and it has not relied upon any oral or written representations made to it by BCCL or its employees or agents and has made its own independent investigations into all matters relevant to the business. It is further agreed that this entire Agreement supersedes all prior Agreements, arrangements, and understandings between the parties, written or oral, on the subject matter herein.

10.2 Modifications & Severability: Subject to terms agreed upon in this Agreement, any amendment/modification in this Agreement shall be subject to terms of this Agreement and will be affected in writing with the mutual consent of both the parties. The parties further agree that 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.

10.3 Binding Nature: All obligations and benefits arising under this Agreement shall be binding on the parties and to the respective assignees, transferees, and successors of the parties hereto.

10.4 Relationship of the parties: The relationship between BCCL and the Affiliate is "Principal to Principal". The parties shall not be deemed as partners or joint ventures nor is the Affiliate authorized to act as agent of BCCL.

The Affiliate shall not attempt to incur any liability on behalf of BCCL and shall not hold itself out to any third party as being able to do so. Also, there will be deemed to be no privity of contract or direct contractual relationship of BCCL and the Subscribers of the Affiliate.

10.5 Confidentiality: The Affiliate agrees to keep all information with respect to Channels, its subscription, terms of this Agreement, strategy and volume of business of BCCL confidential, at all times. All data relating to BCCL Subscribers must be kept in strict

confidence. The Affiliate hereby undertakes to keep confidential and not publish any material/information provided by BCCL which has been disclosed to the Affiliate under this Agreement. This clause will survive for a period of one year even after termination/expiry.

In case either party is required to disclose the information by any governmental or judicial order, in which case the party so required shall give the other party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable such other party to seek a protective order or other appropriate remedy at such other party's sole costs;

10.6 Force Majeure: The Parties agree that neither party shall be liable for any delay in performing, or failing to perform, any or all its obligations under this Agreement resulting from any event beyond their reasonable control, which may affect the reception/distribution of signals of the Channels to the Subscribers. The party so affected by such force majeure shall give a prompt notice to the other party explaining in detail the event of force majeure and the effect thereof.

Force Majeure will include any war, order of any court/tribunal or any other statutory/administrative authority, direction of any legitimate association/federation, civil commotion, strike, governmental action, lockout, accident, epidemic, pandemic, satellite malfunction/jamming/failure or any other event of any nature or kind whatsoever beyond the control of either party 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 in lack of funds shall not in any event constitute or be considered an event of force majeure.

It is further agreed that failure on the part of either party to perform any of its obligations (including the non-furnishing of the Service) shall not entitle the other to raise any claim against other 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 in computing periods prescribed by this Agreement.

If the condition of force majeure shall continue for a period exceeding two months, then the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either party to the other, on the thirtieth day after the notice is given.

10.7 Assignment: Subject to the provisions of this Agreement, the Affiliate shall not transfer/assign its Rights and obligations as agreed to in this Agreement, or part thereof to any other person/association/Company/Affiliate/network etc. without the prior written approval of BCCL and any such transfer/assignment shall be illegal and impermissible without authorization.

In the event the Affiliate fails to comply with any of the above provisions, BCCL shall be entitled, at its sole discretion, to terminate this Agreement immediately and/ or deactivate the services of the Affiliate without prejudice to any other rights available to it (BCCL).

Consequent upon the consent of BCCL to such assignment/transfer under the provisions hereof; a separate agreement will be executed with the new party and this Agreement will be deemed to be terminated from the date of execution of new agreement.

It is clarified and agreed that for above-said transfer/assignment a written approval of BCCL is required and mere intimation by the Affiliate for any such transfer/extension will not be deemed as consent of BCCL. BCCL will have the right of assigning the rights of this Agreement to any person at its sole discretion.

10.8 Obligations surviving termination of Agreement: It is mutually agreed between the parties that the obligations contained in this Agreement in Clauses 5.5(b) (Subscriber Report), 5.9 (Subscription Fee and other Charges/Payments) and 10.5 (Confidentiality) shall survive the termination of this Agreement, and the respective parties shall be liable to perform their part of the obligation in the same manner as specified in the aforesaid clauses even upon the termination of this Agreement.

10.9 Notices: All notices, requests, consents and other communication under this Agreement (“Notices”) shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery (iii) first class courier of good repute (iv) facsimile backed by an electronic mail (E- mail) to

I. BCCL at 1st Floor, Trade House, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400013 marked to the attention of Head Legal (Broadcasting Division);

II. The Affiliate at (Registered Office):_____

The Affiliate is also required to send a copy of notice to TGBCL at 1st Floor, Trade House, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai – 400013 ;

Any Notice given in accordance with:

- a) point (i) above, shall be deemed to have been given five (5) days after having been dispatched;
 - b) point (ii) above, shall be deemed to have been given on the same day of dispatch;
 - c) point (iii) above, shall be deemed to have been given one (1) day after having been dispatched;
 - d) point (iv) above, shall be deemed to have been sent on the receipt of confirmation.
- The Notices should be sent to the registered office(s) of the Parties.

10.10 Grievance Officer and Request for receiving the interconnection: BCCL has designated its Grievance Officer to receive request for receiving interconnection from distributors of television channels and grievance redressal thereof. The details of Grievance Officer are as under:

Sr. No.	Name of Designated Person	Contact Number	Email
1.	Prasad Asgekar	022-67534186	prasad.asgekar@timesgroup.com

10.11 Change of address: Each of the parties shall give notice to the other of change of any address or telephone/fax or similar number within 48 hours of such change.

10.12 Waiver: The failure, delay, or waiver of one instance of a breach by BCCL to enforce any right or any of the terms or conditions of this Agreement shall not be a waiver of the right and BCCL shall be entitled to enforce the same at any time subsequently.

10.13 Governing Law and Dispute Resolution: The rights and obligations of the parties under this Agreement shall be governed by and under the laws of India. Any disputes or differences pertaining to this Agreement, will be adjudicated by the Appellate Tribunal i.e. Telecom Disputes Settlement and Appellate Tribunal (“TDSAT”) as provided under the TRAI Act 1997. However, BCCL shall be entitled to take any action against the Affiliate under any other respective applicable statute such as Copyright Act, 1957 etc. in any court of respective jurisdiction.

IN WITNESS WHEREOF this AGREEMENT has been executed by the duly authorized representatives of BCCL and Affiliate as of the date signed below:

For and on behalf of Bennett, Coleman & Company Limited	For and on behalf of _____ (Affiliate)
Name:	Name :
Title :	Title :
Witnessed By	Witnessed By
Name:	Name :
Title :	Title :

ANNEXURE A
TIMES NETWORK
CHANNEL RATE CARD

(W.E.F. 1ST FEBRUARY 2024)

A-LA-CARTE PAY CHANNELS						
S. No.	Channels	A-la-carte MRP (In Rs.)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes) (in Rs.)	Genre	Language	Tick / Cross
1	Times Now	3.00	2.40	News & Current Affairs	English/Hindi	
2	ET Now	2.00	1.60	News & Current Affairs	English/Hindi	
3	Zoom	0.50	0.40	Music	Hindi	
4	Movies Now	10.00	8.00	Movies	English	
5	Movies Now HD	14.00	11.20	Movies	English	
6	Romedy Now	5.00	4.00	Movies	English	
7	MN+ (HD)	10.00	8.00	Movies	English	
8	Mirror Now	0.10	0.08	News & Current Affairs	English/Hindi	
9	MNX	5.00	4.00	Movies	English	
10	MNX HD	10.00	8.00	Movies	English	
11	Times Now World (HD)	3.00	2.40	News & Current Affairs	English	
12	Times Now Navbharat HD	1.50	1.20	News & Current Affairs	Hindi	
13	ET Now Swadesh	1.00	0.80	News & Current Affairs	Hindi	

A-LA-CARTE FTA CHANNEL						
S. No.	Channel name (SD/HD)	A-la-carte MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per channel per month (excluding all applicable taxes) (in Rs.)	Genre	Language	Tick / Cross
1	Times Now Navbharat (Standard Definition)	0.00 (FREE)	0.00 (FREE)	News & Current Affairs	Hindi	

BOUQUETS OF PAY CHANNELS:

BOUQUET – 1				
S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/ Cross
1	Times Now	5.00	4.00	
2	ET Now			
3	Zoom			
4	Mirror Now			
5	ET Now Swadesh			

BOUQUET- 2				
S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/Cross
1	Times Now	15.00	12.00	
2	Mirror Now			
3	ET Now			
4	Zoom			
5	Movies Now			
6	MNX			
7	Romedy Now			
8	ET Now Swadesh			

BOUQUET – 3

S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/Cross
1	Times Now World (HD)	28.00	22.40	
2	Times Now			
3	Mirror Now			
4	ET Now			
5	Zoom			
6	Movies Now HD			
7	MNX HD			
8	Romedy Now			
9	MN+ (HD)			
10	Times Now Navbharat HD			
11	ET Now Swadesh			

BOUQUET- 4

S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/Cross
1	Times Now World (HD)	7.00	5.60	
2	Times Now			
3	Mirror Now			
4	ET Now			
5	Zoom			
6	Times Now Navbharat HD			
7	ET Now Swadesh			

BOUQUET- 5				
S. No.	Channels	MRP (in Rs.)	Operator Rate* payable to the Broadcaster per subscriber per month (excluding all applicable taxes) (in Rs.)	Tick/Cross
1	ET Now Swadesh	1.00	0.80	
2	Zoom			
3	Mirror Now			

Tick (✓) denotes “opted”
Cross (X) denotes “not opted”

*“Operator Rate” has been derived after factoring Distributor margin of twenty percent of MRP as mandated by the Interconnection Regulations

- 1. Bennett, Coleman & Company Limited is the authorized distributor for its own channels and Zoom Entertainment Network Limited Channel.*
- 2. This RIO pertains to channels broadcasted by Bennett, Coleman & Company Limited and by Zoom Entertainment Network Limited Channel as the authorized distributor.*
- 3. Times Global Broadcasting Company Limited is the authorized agent of Bennett, Coleman & Company Limited for distribution of channels of Bennett, Coleman & Company Limited and Zoom Entertainment Network Limited.*
- 4. The MRP rates mentioned above are per subscriber per month and are exclusive of applicable taxes/levies.*

ANNEXURE B

SUBSCRIPTION REPORTS

A: Monthly subscription reports of channels or bouquets to be provided by a distributor of television channels to a broadcaster.

Reported Month:_____ Year:_____

A.1 Monthly subscription of a channel or bouquet shall be arrived at, by averaging the number of subscribers subscribing that channel or bouquet, as the case may be, recorded four times in a month, as provided in tables-1, 2 and 3 respectively. The number of subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

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

Sl.	Name of the channel	Number of subscribers of the channel on 7th day of the month	Number of subscribers of the channel on 14th day of the month	Number of subscribers of the channel on 21st day of the month	Number of subscribers of the channel on 28th day of the month	Monthly subscription of the channel
(1)	(2)	(3)	(4)	(5)	(6)	$(7)=[(3)+(4)+(5)+(6)]/4$

Table 2- Monthly subscription for bouquets (BCCL's) of pay channels

Sl.	Name of the bouquet of pay channels	Name of constituent channels of bouquet of the broadcaster	Number of subscribers of the bouquet on 7th day of the month	Number of subscribers of the bouquet on 14th day of the month	Number of subscribers of the bouquet on 21st day of the month	Number of subscribers of the bouquet on 28th day of the month	Monthly Subscription of the bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	$(8)=[(4)+(5)+(6)+(7)]/4$

Table 3- Monthly subscription for bouquets of pay channels of different broadcasters, packaged by the Affiliate

Sl.	Name of the bouquet of pay channels	Name of constituent channels of bouquet of different broadcasters	Number of subscribers of the bouquet on 7th day of the month	Number of subscribers of the bouquet on 14th day of the month	Number of subscribers of the bouquet on 21st day of the month	Number of subscribers of the bouquet on 28th day of the month	Monthly Subscription of the bouquet of different Broadcasters
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(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4) + (5) + (6) + (7)] / 4

Note:

1. Each active set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from the distributor of television channels, shall constitute one subscriber.
2. The reports shall be generated in non-editable PDF format, with read only permissions.

ANNEXURE C
EQUIPMENT DETAILS

S. No.	Channel Name	IRD No.	VC No.
1	Times Now		
2	ET Now		
3	Zoom		
4	Movies Now		
5	Romedy Now		
6	Mirror Now		
7	Movies Now HD		
8	MN+ (HD)		
9	MNX		
10	MNX HD		
11	Times Now World (HD)		
12	Times Now Navbharat HD		
13	ET Now Swadesh		
14	Times Now Navbharat		

ANNEXURE D
ADDRESSABLE SYSTEM REQUIREMENTS

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

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

Explanation: A written declaration available with the Affiliate, 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 on a particular channel/ bouquet/ subscriber package.

3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.

4. The Affiliate 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 Affiliate shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

7. The fingerprinting should not get invalidated by use of any device or software.

8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least Five percent (5%) of the subscriber base of the Affiliate 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:

- (a) The total number of registered/ authorized subscribers.
- (b) The total number of active subscribers.
- (c) The total number of temporary suspended subscribers.
- (d) The total number of deactivated subscribers.
- (e) List of blacklisted STBs in the system.
- (f) Channel and bouquet wise monthly subscription report in the prescribed format.
- (g) The names of the channels forming part of each bouquet.
- (h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
- (i) The name of a-la carte channel and bouquet subscribed by a subscriber.
- (j) The ageing report for subscription of a particular channel or bouquet.
- (k) The details of channels opted by subscriber on A-la-carte basis.
- (l) The Bouquet / Subscriber Package wise subscriber numbers

(m) The history of all the above mentioned data for the period of the last 2 years
14. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.

15. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.

16. 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.

17. 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.

18. 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.

19. 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.

20. The Affiliate shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.

21. The Affiliate shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the Broadcaster by the Affiliate.

22. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.

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

B. Fingerprinting:

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

2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after 30.10.2019 shall support the covert finger printing.

3. The fingerprinting should not get invalidated by use of any device or software.

4. The finger printing should not be removable by pressing any key on the remote of STB.
5. The finger printing should be on the top most layer of the video.
6. The finger printing should be such that it can identify the unique STB number or the unique VC number.
7. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
8. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
9. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
10. The finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing and On-screen Display (OSD) messages of the respective Company should be displayed by the Affiliate without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen.
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after 30.10.2019 shall support watermarking network logo for all pay channels at the encoder end.
15. No common interface Customer Premises Equipment (CPE) to be used.

c. STB Requirements:

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.
12. There should be a system in place to secure content between decryption & decompression within the STB.

D. HD Set-Top-Box Requirements:

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

ANNEXURE E
SCOPE OF AUDIT

I. Head End Audit

- i. AFFILIATE should provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose.
- ii. AFFILIATE to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
- iii. All TS from MUX should be encrypted for the territory.
- iv. AFFILIATE to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
- v. All Pay Channels IRDs to be provided to AFFILIATE's by Company should have SDI/Composite/ SDI output only. Company should not give IRDs with ASI/IP output or CAM Module.

II. CAS Audit:

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

III. SMS Audit:

- i. All product authorization must be from SMS only.
- ii. SMS and CAS should be fully integrated.
- iii. 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

- Landline telephone number
- Mobile telephone number
- Email id
- A-la-carte Channels or Bouquet/Subscriber Package subscribed to Unique STB Number & Unique VC Number

The 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:
 - a) The total no subscribers authorized
 - b) The total no of subscribers on the network
 - c) The total no of subscribers subscribing to a particular service at any particular date.
 - d) The details of channels opted by subscriber on A-la-carte basis.
 - e) The Bouquet / Subscriber Package wise details of the channels in the Bouquet / Subscriber Package.
 - f) The Bouquet / Subscriber Package wise subscriber numbers.
 - g) The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
 - h) The history of all the above mentioned data for the period of the last 2 years

Following parameter should be validated during the audit.

- i. Review Complete Network Diagram
- ii. Undertaking from Operators 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 MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for non DAS & DAS area.
 - v. Review whether Live diagram / fibre 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 & contact details
 - Hardware details
- x. Review the subscriber's activation/ de-activation history in the SMS system
- xi. Validate if the SMS is integrated with CAS.
- xii. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
- xiii. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.
- 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. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels

- xvii. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Company/ Aggregators.
- xviii. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates,
- xix. Review of the following reports are supported by SMS and CAS.
 - a. Total no of Subscribers – active & de-active separately

- a. De-active subscribers with ageing
- b. Channel wise Subscribers - total
- c. Channel wise Subscribers – split by Bouquet / Subscriber Package
- d. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
- e. Subscriber/Revenue Reports by State/City
- f. No of Bouquets / Subscriber Package offered
- g. List of Channels / rates of each Bouquet / Subscriber Package
- h. Rate Card Options offered / Attached with active Subscribers
- i. Historical data reports
- j. Free / demo Subscribers details
- k. Exception cases – active only in SMS or CAS

IV. STB Audit: All STB should be individually paired in advance with unique smart card at central warehouse of AFFILIATE before handing down the line distribution.

- AFFILIATE to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time). All STBs must be secure chipset with chipset pairing mandatory.
- AFFILIATE should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by AFFILIATE's should be certified by their CAS vendor.
- Forensic watermarking to be implemented on the AFFILIATE headend & STBs.
- ECM/EMM base Forced messaging full screen and ticker mode should be available.
- All the STBs should have embedded Conditional Access.

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

- The STB should be individually addressable from the Head end.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STB must have secure chip set with mandatory pairing.
- There should be a system in place to secure content between decryption & decompression within the STB.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- The STB outputs should have the following copy protections:
 - 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:

- Vanilla STB
- DVR STB
- Others (please specify)

- Please furnish STB details as following:

- Open Standards or Proprietary
- Audio Video and Data I/O Configuration Local
- Storage
- Smarts Card
- PVR Functionality
- Tamper Resistance
- I/O Copy Protection (Please provide the details). I/O
- Interface to Other Devices

- Are the STB's interoperable

- DVR / PVR STB should be compliance of following:

- Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
- Recorded content should be encrypted & not play on any other devices.
- Content should get record along with entitlements and play out only if current entitlement of that channel is active.
- User should not have access to install third party application/software.

- Does the Set Top Box support any type of interactive middleware (Please describe).

V. Distribution Network Audit: AFFILIATE should provide below information in detail:

- Fiber network and PIT information on Geo Map.
- Service area to be defined.

VI. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

- The OVERT Finger Printing should not be removable by pressing any key from the remote.
- The OVERT Finger printing should be on the top most layer of the video.
- The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
- The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
- The Finger printing should be possible on global as well as on the individual STB basis.
- The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the AFFILIATE without any alteration with regard to the time, location, duration and frequency.

- Covert finger printing should be available.
- No common interface Customer Premises Equipment (CPE) to be used.
- The STB should have a provision that OSD is never disabled.

VII. Commercial Audit

1. Provide system generated Channel-wise and Bouquet / Subscriber Package -wise reports of channels for the Digital Addressable 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 systems

- Customer acquisition
- Provisioning of the subscriber in authentication, billing and SMS system
- Bouquet / Subscriber Package change request process
- Customer Retention process, if any
- Deactivation and churn process

3. Understand/ Verify the various Bouquets / Subscriber Package being offered to customers

- Obtain details of all approved Bouquets / Subscriber Package 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 Bouquets / Subscriber Package, 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 or Bouquets / Subscriber Package.
- 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/ representative).
- Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties).
- 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 more than one CAS and SMS system is used by Operator for both DAS and non-DAS areas, then understand and analyze how the two markets are segregated, controlled, reported and invoiced.
- Similarly, list of head-ends of the operator providing services to both DAS and non-DAS areas and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple CAS being used by AFFILIATE, to understand synchronization between multiple CAS and SMS.

ANNEXURE: F
TERRITORY

The Licensed Rights are granted under this Agreement for the territory as hereinafter mentioned.

District	State

ANNEXURE G
LIST OF DOCUMENTS

Tick (✓) the box against the document that is furnished by Affiliate:

- Constitution documents – (Partnership Deed, Memorandum/Articles of Association etc. and a list of partners/Directors along with their Identity & Address proof;
- Name of the contact person/Authorized Representative, Identity Proof, telephone Number. Email Address
- Address for communication;
- Copy of the valid registration/License issued by the requisite Authority to the Affiliate for running its authorized Distribution Network or Cable Network in the DAS Areas;
- Copy of the valid GST Registration Certificate by the appropriate Authority under the GST Act, clearly indicating the applicable GST Details for all States/UT where the Affiliate is functioning/operating/carrying on its business;
- Copy of the valid Income Tax registrations along with a latest copy of the Income tax assessment return and PAN Card;
- Copy of the Entertainment Tax Registration Certificate, clearly indicating the Entertainment Tax Number;
- A network diagram of the Affiliate along with a map of the Area for which the Services are being sought to be provided by BCCL to the Affiliate;
- Copy of the resolution passed by the board of directors of the Affiliate or an authority letter from the Affiliate authorizing Mr. _____ to execute this Agreement on behalf of the Affiliate;
- Details of head-end, Conditional Access System (CAS) and Subscriber management System (SMS) deployed by the Affiliate;
- SMS declaration from the Affiliate's SMS vendor in the format specified under Annexure - J;
- CAS declaration from the Affiliate's conditional access vendor in the format specified under Annexure - K;
- Copy of the Auditor's Report in compliance with Schedule III and/or Schedule X (as the case may be) & Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017
- An undertaking from the MSO/the Affiliate its cable network installed for distribution of television channels is capable of complying with the applicable provisions of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, 2017 dated 3rd March, 2017, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 dated 03rd March, 2017 and Telecommunication (Broadcasting And Cable) Services Standards Of Quality Of Service And Consumer Protection (Addressable Systems) Regulations, 2017 dated 3rd March, 2017. The undertaking must also clearly state that the configuration and version of the addressable system have not been changed after issuance of the report by the Auditor.

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

- The Broadcaster is offering certain incentives to all Affiliates who avail the channels in a-la-carte or Bouquet(s) as provided under Annexure A of this Agreement. In order to avail the Incentives, it shall be understood and presumed that the Affiliate has read and accepted the conditions detailed in this Agreement.
- The Affiliate shall be eligible to avail the Incentives, upon specifically opting in and selecting/ ticking the relevant Incentive as set out hereunder, and subject to the Affiliate meeting each of the eligibility criteria as stated under Clause 3.7 of this Agreement, strictly in the manner, sequence and as per conditions set forth hereunder.

1. Incentive Parameters: based on Prompt Payment & Penetration level in markets, as mentioned below in Table A

A. Prompt Payment Incentive:

Prompt Payment Incentive

Payment made within due date	5%
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B. Penetration Incentive:

Penetration Based Incentive- as per Table A

Channels	% Penetration Incentive
Times Now & Movies Now	6%
Times Now, Movies Now and any other 3 SD channels from - Table A	8%
All SD & HD Channels	10%

Table -A Times Network channels List, Identified Markets, penetration

Channel	Genre/Language	Competing Channels	Markets	Penetration Levels
Times Now	News & Current Affairs (English/Hindi)	India Today Television, Mirror Now, CNN News 18, News 9, NDTV 24x7, BBC World News, WION, Republic TV and channels of similar language and/genre/sub-genre	All India	In parity with the all Competing Channels
ET Now	News & Current Affairs (English/Hindi)	CNBC TV 18, and channels of similar language and genre/sub-genre	All India	In parity with the all Competing Channels
Zoom	Music (Hindi)	Mastii, 9XM, B4u Music, MTV, MTV Beats, Zing and channels of similar language and genre/sub –genre	Identified Markets *	All active pay subscriber base
Mirror Now	News & Current Affairs (English/Hindi)	Times Now, India Today Television, CNN News 18, News 9, NDTV 24x7, BBC World News, WION, Republic TV and channels of similar language and genre/sub-genre	All India	In parity with the all Competing channels
Movies Now	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre	All India	In parity with all competing channels
Romedy Now	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre	All India	In parity with all competing channels
MNX	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre	All India	In parity with all competing channels
ET Now Swadesh	News & Current Affairs (Hindi)	CNBC Awaaz, Zee Business and channels of similar language and genre/sub-genre	All India	In parity with the all Competing Channels
Times Now World (HD)	News & Current Affairs (English/Hindi)	-	All India	All active pay HD subscriber Base

Times Now Navbharat HD	News & Current Affairs (Hindi)	Aaj Tak HD	Identified Market*	All active pay HD subscriber Base
Movies Now HD	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre in HD	All India	All active pay HD subscriber base
MNX HD	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre in HD	All India	All active pay HD subscriber base
MN+ (HD)	Movie Channels (English)	Star Movies, PIX, & Flix and channels of similar language and genre/sub-genre in HD	All India	All active pay HD subscriber base

*Identified Markets*HSM All India*

In the State/area of Arunachal Pradesh, Assam, Bihar, Bangalore, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli, Daman and Diu, Andaman and Nicobar Islands, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Jharkhand, Madhya Pradesh, Maharashtra, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and West Bengal.

ANNEXURE I
CALCULATION OF SUBSCRIPTION FEE

For each month of the Term, or part thereof, Affiliate shall pay Authorized Agent (as fulfilment of its payment obligations under this Agreement towards Broadcaster), Subscription Fee as per computations done in the manner set forth below:

- i. If Channel(s) subscribed by the Affiliate on a-la-carte basis are offered by Affiliate on a-la-carte basis only: If Affiliate offers the Channel(s) subscribed by the Affiliate on a-la-carte basis only on a-la-carte basis to its Active Subscribers, then Subscription Fee for each such Channel for a particular month shall be the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee = (A-la-carte MRP of the applicable Channel subscribed by the Affiliate on a-la-carte basis less Distribution Fee of 20% of the a-la-carte MRP of the such Channel) multiplied with the applicable Average active Subscriber Base who have subscribed to such Channel on a-la-carte basis as declared by the Affiliate.

- ii. If Channel(s) subscribed by the Affiliate on a-la-carte basis are offered by Affiliate as part of Package(s) only: If Affiliate makes available the Channel(s) subscribed by the Affiliate on a-la-carte basis as part of Package(s) offered to Active Subscribers, then Subscription Fee for a particular month for each such Channel forming part of Package(s) shall be the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee= (A-la-carte MRP of the Channel subscribed by the Affiliate on a-la-carte basis less Distribution Fee of 20% of the a-la-carte MRP of such Channel) multiplied with the applicable average Active Subscriber Base of Package for the applicable Package(s).

- iii. If Affiliate offers Bouquet(s) created by BCCL on stand-alone basis: If Affiliate offers Subscribed Bouquet(s) to Active Subscribers on a stand-alone basis, then Subscription Fee for a particular month for such Subscribed Bouquet(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee = (MRP of the Subscribed Bouquet(s) less Distribution Fee of 20% of MRP of the Subscribed Bouquet(s)) multiplied with the applicable Average Active Subscriber Base who have subscribed to such Subscribed Bouquet(s) as declared by the Affiliate.

- iv. If Affiliate offers Subscribed Bouquet(s) as part of a Package(s), packaged by the Affiliate: If Affiliate makes available Subscribed Bouquet(s) to Active Subscribers as part of Package(s), then Subscription Fee for a particular month for such Subscribed Bouquet(s) shall be such amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

Subscription Fee = (MRP of the Subscribed Bouquet(s) less Distribution Fee of 20% of MRP of the Subscribed Bouquet(s)) multiplied with the applicable Average Active Subscriber Base of Package for the applicable Package(s) as declared by the Affiliate.

- v. If Affiliate offers Channel(s) subscribed on a-la-carte basis and Bouquet(s) as part of Package(s), packaged by the Affiliate: If Affiliate makes available Channel(s) subscribed on a-la-carte basis and Subscribed Bouquet(s) to Active Subscribers as part of Package(s), then Subscription Fee for a particular month in respect of such Channel(s) shall be aggregate of the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:
- a) For each Channel subscribed on a-la-carte basis, Subscription Fee shall be calculated on the basis of Clause (ii) hereinabove; and
 - b) For each Subscribed Bouquet, Subscription Fee shall be calculated on the basis of Clause (iv) hereinabove.

Note: If Affiliate has opted for Incentive Scheme(s), then the Affiliate shall be entitled to the benefits arising thereof, provided Affiliate has complied with the applicable terms and conditions of the chosen Incentive Scheme(s).

Annexure – J

**DECLARATION TO BE OBTAINED FROM SMS
PROVIDER (ON SMS PROVIDER COMPANY'S LETTER
HEAD)**

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered Office at _____ and having its DAS headend at _____ has installed SMS of our Company for its digital cable network.

Date of SMS Installation: _____

SMS Version: _____

Location of SMS servers: _____

SMS Database detail with number of instances created: _____

With respect to the SMS installed at above mentioned headend and in terms of Schedule III and/or Schedule X (as the case may be) & Schedule IX of the Interconnection Regulations dated 3rd March, 2017, including amendment(s), if any, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including Multi System Operators (MSOs) that have an aggregate of at least 1 million subscribers in the global pay TV market (wherever applicable).
2. The SMS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the distributor within 24 hours.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package which is or will be provided by the MSO.
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's or the STB's cannot be redeployed.
6. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.
7. 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 (as per period of service).
8. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every channel provided by the MSO.
9. That we _____ (SMS Company Name) are fully compliant to the requirements of SMS system as per schedule III and/or Schedule X (as the case may be) & Schedule IX of the of The Telecommunication

(Broadcasting And Cable) Services Interconnection (Addressable Systems) Regulations, 2017, including amendment(s), if any, of TRAI.

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

I _____ (Name) undertake that the information provided above is true and full disclosure of all the SMS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (SMS company name)

(Signature)

Name: _____

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

Company seal:

Annexure - K
DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER
(ON THE CAS PROVIDER COMPANY'S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its registered office at _____ and having its DAS headend at _____ has installed Conditional Access System (CAS) of our company for its digital cable network.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____ NETWORKID: _____

Location of CAS servers (Database servers, ECMG, EMMG): _____

Details of Main and Backup CAS servers installed: _____

Server time format and time zone: _____

Database detail: _____

With respect to the CAS installed at above mentioned headend and in terms of Schedule III and/or Schedule X (as the case may be) & Schedule IX of the Interconnection Regulations dated 3rd March, 2017, including amendment(s), if any, we confirm the following:

1. CAS does not have any facility to activate and deactivate STBs.
2. The current version of CAS in use, does not have any history of hacking.
3. We have the capability of upgrading of CAS in case it gets hacked at any point of time.
4. The CAS is currently in use by other pay TV services providers including Multi System Operators (MSOs) and it has an aggregate of at least 1 million subscribers in the global pay TV market.
5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package provided by the MSO to its end subscribers.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.
7. This CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediately 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. It is not possible to alter the data and logs recorded in the CAS
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's or the STB's cannot be re-deployed

9. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.

10. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/Subscriber Package introduced and made available by the Multi System Operator to its last mile subscribers.

11. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

12. The CAS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the Multi System Operator within 24 hours.

13. That we _____ (CAS Company Name) are fully compliant to the requirements of CAS system as per Schedule III and/or Schedule X (as the case may be) & Schedule IX of the of The Telecommunication (Broadcasting And Cable) Services Interconnection (Addressable Systems) Regulations, 2017, including amendments, if any, of TRAI.

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

I _____ (Name) undertake that the information provided above is true and full disclosure of all the CAS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (CAS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or

CEO or CTO) Company seal:

ANNEXURE-L

“Schedule X

(In terms of sub-regulation (6) of the regulation 10, sub-regulation (7) of the regulation 10 and sub-regulation (2) of the regulation 15)

Scope and Scheduling of Audit

- (A) Scope: The annual Audit caused by distributor shall include the Audit to validate compliance with this Schedule and the Subscription Audit, as provided for in these regulations.
- (B) Scheduling: The annual Audit as caused by distributor under regulation 15(1) shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years.

Digital Rights Management (DRM) System Requirements

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

- (C) DRM Requirements in so far as they relate to subscriber management systems (SMS) for IPTV services:

Table 1

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

2.	Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /unique consumer subscription or the customer premises equipment (CPE)/device.
3.	After-Sales Service Support: The required software and hardware support should be available to the distributor of the television channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
4.	All activation and deactivation of STBs/unique consumer subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.
5.	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/unique consumer subscription is reflected in the reports generated from the SMS integrated with the DRM and <i>vice versa</i>
6.	DRM and SMS should be able to activate or deactivate services and/or STBs/unique consumer subscription of the subscriber base of the distributor within 24 hours.
7.	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
8.	The SMS should be computerized and capable of recording all logs including 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/unique consumer subscription ID attached to a specific unique MAC ID. (k) Unique VC number or MAC ID.
9.	The SMS should be capable of: (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/unique consumer subscription.
	(b) Locating each and every STB/unique consumer subscription and VC/MAC ID installed at city and state level. (c) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.

10.	The SMS should be capable of generating reports, at any desired time including about: <ul style="list-style-type: none"> (a) The total number of registered subscribers. (b) The total number of active subscribers. (c) The total number of temporary suspended subscribers. (d) The total number of deactivated subscribers. (e) List of blacklisted STBs/unique consumer subscription in the system. (f) Channel and bouquet wise monthly subscription report in the prescribed format. (g) The names of the channels forming part of each bouquet. (h) The total number of active subscribers subscribing to a particular channel or bouquet at a given time. (i) The name of a-la carte channel and bouquet subscribed by a subscriber. (j) The ageing report for subscription of a particular channel or bouquet.
11.	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
12.	DPO shall declare the details of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the broadcasters by the distributor.
13.	If there is active infrastructure sharing (as and when permitted by MIB) then, DPO shall declare the sharing of the DRM and the SMS deployed for distribution of channels. In case of deployment of any additional DRM/SMS, the same should be notified to the broadcasters by the distributor.
14.	SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below: <ul style="list-style-type: none"> (a) STB/unique consumer subscription Number (or in case of card-less system, chipID or MAC ID number of the STB) (b) Product Code pertaining to à-la-carte channels and bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/unique consumer subscription (active/Inactive)
15.	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report.
16.	Channel/Bouquet management: SMS shall, in synchronisation with DRM on real time basis, support the following essential requirements: <ul style="list-style-type: none"> (a) Create and manage relevant product ID for all channels and bouquets along with the relevant details such as name, tariff, broadcaster, or DPO bouquet, etc. (b) Manage changes in the channel/bouquet, as may be required, from time to time. (c) Link the Products IDs for à-la-carte channels and bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).
17.	Network Capacity Fee (NCF) Policy Creation: SMS shall support all NCF related requirements mandated by the applicable tariff order.

18.	Bill/Invoice Generation: SMS shall be capable of generating proper subscriber bill/invoice with explicit details of NCF charges, pay channels charges (with clear itemized details of à-la-carte channel cost and bouquet costs), rental charges for STB/unique consumer subscription (if any), other applicable charges, including Goods and Services Tax (GST).
19.	Management of Logs: <ul style="list-style-type: none"> (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule III or at least three audit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide broadcaster wise total counts of monthly subscribers of channels including both à la carte and bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.
20.	SMS Database and tables: <ul style="list-style-type: none"> (a) There shall not be any active unique subscriber outside the database tables declared by the Vendor (b) SMS shall not provide an option to split SMS database or for creation of more than one instance. (c) SMS shall have the provision to enable or disable channel (à-la-carte channel or bouquet of channels) selection by subscribers either through website or an application through interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for audit or otherwise: <ul style="list-style-type: none"> i. Bouquet à la carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa)
21.	SMS shall be accessed through a Firewall
22.	STB/unique consumer subscription and MAC ID shall be paired from the SMS to ensure security of channel (applicable for DRM with pairing facility).
23.	The SMS shall be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB/unique consumer subscription by STB/unique consumer subscription basis.
24.	SMS should have a facility to carry out monthly reconciliations of channels/a-la-carte and bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during audits.
25.	SMS should have a provision of generating the following reports pertaining to STB/unique consumer subscription/MAC ID.: <ul style="list-style-type: none"> (a) White list of STB/unique consumer subscription /MAC ID along with active/inactive status (b) Faulty STB/unique consumer subscription/MAC ID – repairable and beyond repairable

	<ul style="list-style-type: none"> (c) Warehouse fresh stock (d) In stock at local cable operator (LCO) end (e) Blacklist (f) Deployed with activation status (g) Testing/demonstration STB/unique consumer subscription /MAC ID withlocation
26.	<p>Audit-related requirements: SMS should have the capability to capture below-mentioned information that may be requiredfor audit and otherwise:</p> <ul style="list-style-type: none"> (a) Subscriber related: <ul style="list-style-type: none"> (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/TemporaryDisconnected (iv) Subscription change history (b) Product (Bouquet/à-la-carte channel) related: <ul style="list-style-type: none"> (i) Broadcaster à-la-carte relation (ii) Bouquet name change history (iii) À la carte name change history (iv) Bouquet/à-la-carte channel rate change history (c) STB/unique consumer subscription related: <ul style="list-style-type: none"> (i) Change in location history (ii) Change in status (Active/Damaged/Repaired/Replaced)
27.	<p>User Authentication: SMS should have the capability to authenticate its subscribers through registered mobile number (RMN) through one-time password (OTP) system</p>
28.	<p>SMS should have the provision to support the following additional requirements:</p> <ul style="list-style-type: none"> (a) List of à-la-carte channels and bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of à-la-carte channels and bouquets, in sync with thelist available in DRM. (b) Product (à-la-carte channels and bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a subscriber afterthe expiry date of a product, and provision to auto-calculate and refund the amount to a subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the DPOs as per their business plans. (c) Product (à-la-carte channels and bouquets)-wise Reversal setting for LCO Account:Provision to calculate and refund the amount due to LCO, if he or the subscriber discontinues a product midterm. Product (à-la-carte channels and bouquets) Tenure-wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to createDiscount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. (d) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/unique consumer subscription activation/deactivation, à-la-carte channels and bouquets addition/removal, channel/bouquet composition modification, etc. (e) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte channels and bouquets addition and removal on all or a designated group ofSTBs/unique consumer subscription. (f) Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as audit reports with different intervals. (g) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc.

	(h) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a DPO is running service in post-paid mode).
	(i) Generation of Reports: Provision to generate the following reports for operational purpose: <ul style="list-style-type: none"> (i) All, selective and single boxes' current status with their first-time activation date. (ii) Total number of à-la-carte channels and bouquets and STB/unique consumer subscription expiring detail till given future date on the dashboard, according to the permission. (iii) Today's fresh activation count, de-activation count, re-activation count, à-la-carte channels and bouquets addition/ removal count on dashboard, according to the permission. (iv) Total active and inactive subscriber's details with multiple criteria (network-wise, à la-carte channels and bouquets-wise, state-city wise and broadcaster-wise).
29.	It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention. Provided that a log of all such instances shall be maintained along with date and timestamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/unique consumer subscription UA/MAC ID details, entitlement level information, etc.

(D) DRM Requirements for conditional access by subscribers and encryption for IPTV services

Table 2

Sl. No.	Proposed DRM Requirements for conditional access by subscribers and encryption
1.	DPO shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis as compliance of this requirement.
2.	DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (all activations, deactivation, channel authorization/assignment and un-authorization / de-assignments and change in MAC ID/STB/unique consumer subscription). The DRM shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.
3.	DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /unique consumer subscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/unique consumer subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the channel.

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

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

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

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

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

(E) DRM Requirements in so far as they relate to fingerprinting for IPTV services

Table 3

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

(F) DRM Requirements in so far as they relate to STBs/unique consumer subscription

Table 4

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

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

	subscriptionend
21.	The DRM should not allow delivering linear TV channels on Internet. The delivery of multi channel television programmes should remain in a closed network within the device.
22.	The STB/unique consumer subscription should have forced messaging capability including forced finger printing display.
23.	The DRM hybrid STBs/unique consumer subscription should be tested for the following prior to their seeding in the subscribers' premises: (a) System down testing (b) Error messaging (c) Negative user journey testing (d) Device variance testing (e) Destructive testing (f) Application monitoring testing (g) In-app monitoring testing