

REFERENCE INTERCONNECT OFFER (“RIO”) OF MAVIS SATCOM LIMITED – FOR MULTI SYSTEM OPERATOR

This Reference Interconnect Offer (“RIO”) published by **MAVIS SATCOM LIMITED**, specifying the technical and commercial terms and conditions, in conformance with the Interconnection Regulations (as defined below), the Tariff Order (as defined below) and the QoS Regulations (as defined below) (collectively referred to as “TRAI Regulations”), is the basis which MSO (as defined below) may seek interconnection with **MAVIS SATCOM LIMITED** for re-transmission of the Channels (as defined below). This RIO contains the technical and commercial terms and conditions relating to, including but not limited to, maximum retail price per month of pay channel, maximum retail price per month of **Bouquet** of pay channels, discounts, if any, offered on the maximum retail price, distribution fee, manner of calculation of **MAVIS SATCOM LIMITED**’s share of Maximum Retail Price, Genres of pay Channels and other necessary conditions.

MAVIS SATCOM LIMITED has designated few persons, whose coordinates are mentioned below (Contact Persons), to receive requests for interconnection from MSO and grievance redressal thereof:

- | | |
|--|---|
| 1. MR. A. NATARAJAN
PHONE: 044 43960000
E-MAIL: jayatvmanager@gmail.com | 2. MR. K. GANESHAN
PHONE: 044 43960000
E-MAIL: ganesan.k@jayanetwork.in |
|--|---|

MAVIS SATCOM LIMITED has also devised an application form for request of signals of the Channel(s) in accordance with **Schedule II** of the Interconnection Regulations (as set out in **Schedule 3** of this agreement). Any MSO desirous of obtaining signals of the Channel(s) is required to make written request in such application form to the Contact Person in their jurisdiction. Along with such request, MSO is also required to provide certificate/report evidencing that the Addressable System to be used by the MSO for re-transmission of the signals of the Channel(s) meet the requirements as specified in the **Schedule III** of the Interconnection Regulations and **Schedule 1** of this Agreement.

Upon receipt of such request from the MSO together with all the requisite documents and/or before execution of the Interconnection Agreement and/or before providing the signals of the Channel(s) to the MSO, if **MAVIS SATCOM LIMITED** is of the opinion that the Addressable System to be used by the MSO does not meet the requirements specified in **Schedule III** of the Interconnection Regulations and **Schedule A** of this Agreement, it may cause an audit of MSO’s Addressable System.

- **This Reference Interconnect Offer has been filed in compliance with Clause 7 of the Interconnection Regulations read with Press Release No. 71/2018 issued by TRAI on July 3, 2018 and is without prejudice to (i) MAVIS SATCOM LIMITED’s rights to make changes as per applicable laws and (ii) subject to the final outcome of any appeal/litigation and/or any regulatory changes having bearing on the TRAI Regulations.**

(For **MAVIS SATCOM LIMITED**)

(OPERATOR)

INTERCONNECTION AGREEMENT [MULTI SYSTEM OPERATOR]

Agreement No: SA _____

SMS Reference No: _____

Distributor Reference _____

Customer Reference No: _____

Affix passport-size photograph of the authorized signatory & sign on the same such that half the signature is on the page and other half is on the photograph.

This Subscription Agreement (“**Agreement**”) is executed on this _____ day of _____ month _____ (Year) by and between:

MAVIS SATCOM LIMITED , a company incorporated under the Companies Act, 1956, and having its registered office at No 48, NP Jawaharlal Nehru Road, Ekkattuthangal, Chennai - 600032 and represented by Mrs. Prabha Sivakumar, Managing Director [*hereinafter referred to as “MAVIS SATCOM LIMITED”*], which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns]; and

Operator (M/s): _____

Operator’s Status Company Partnership Firm Proprietorship Firm Individual HUF Others

DAS Subscription No: _____

Valid From: _____ Valid Upto: _____

Registered Area: _____

Area: Refer **Annexure H**

PAN No.: _____

Goods & GST Registration No.: _____

TAN No.: _____

Entertainment Tax Registration No.:

Correspondence Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person Name, Mobile No. & E-mail ID: _____

(For **MAVIS SATCOM LIMITED**)

(**OPERATOR**)

Installation Address: _____

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

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

MAVIS SATCOM LIMITED and the **Operator** are hereinafter individually and collectively referred to as “**Party**” and “**Parties**”, respectively.

WHEREAS:

- A. **MAVIS SATCOM LIMITED** is the Broadcaster of the Channels (as defined below). **MAVIS SATCOM LIMITED** has the right to the following:
 1. license the Channels, inter alia, to the Multi System Operator (as defined below) in the Territory (as defined below)
 2. raise invoices and collect Monthly License Fees (as defined below) from Multi System **Operators**
 3. create rights and obligation that are contractually binding in nature and enforceable by law.
- B. The **Operator** is a Multi System Operator, authorized to retransmit signals of satellite television channels through its Digital Addressable System in the Registered Areas.
- C. The **Operator** is desirous to subscribe the Subscribed Channels for further retransmission through its Digital Addressable System to the Subscribers in the Area and **MAVIS SATCOM LIMITED** is willing to provide signals of the Subscribed Channels to the **Operator** for further retransmission through its Digital Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

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. DEFINITION:

In this Agreement, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder. Additionally, there are other defined terms in the body of the Agreement which shall have such respective meaning as have been assigned to them in the body of the Agreement.

- (i) “**Digital Addressable System**” means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent in an encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the Subscriber within limits of the authorization made, through the Conditional Access System, and the Subscriber Management System, on the explicit choice and request of such Subscriber, by the **Operator** to the Subscriber.
- (ii) “**Affiliated Cable Operators**” means the Cable **Operators** who have been specifically authorized by the **MAVIS SATCOM LIMITED** in writing under this Agreement to receive signals of the Subscribed Channels from the **Operator** and retransmit the signals to the Subscribers in the Area. A list of such cable **Operators** and their respective area of operation is annexed hereto and marked as Annexure H.
- (iii) “**Agreement**” means this License Agreement together with its Schedules and Annexes.
- (iv) “**Applicable Laws**” means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (v) “**Area**” means specific areas to be catered by the **Operator** (either directly or through the Affiliated Cable **Operators**) (within the Registered Area and the Territory) for which distribution of the Subscribed

(For **MAVIS SATCOM LIMITED**)

(**OPERATOR**)

Channels as have been mutually agreed between **MAVIS SATCOM LIMITED** and the **Operator**, and more explicitly specified in Annexure H of this Agreement.

- (vi) **“Bouquet” or “Bouquets”** means package(s) of channels, from amongst the Channels, offered by **MAVIS SATCOM LIMITED**, as are listed in **Annexure A-2** of this Agreement
- (vii) **“Broad Caster”** means **MAVIS SATCOM LIMITED**, owner of the Channels.
- (viii) **“Conditional Access System” or “CAS”** means conditional access system installed at the Broad Caster and the **Operator’s** Cable Television Network headend that enables Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (ix) **“Cable Operator”** means any person who provides Cable Services through a Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network and fulfills the prescribed eligibility criteria and conditions.
- (x) **“Cable Services”** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (xi) **“Cable Television Network”** means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (xii) **“Central Government”** means Government of India.
- (xiii) **“Channels”** means the satellite television channels listed in **Annexure A** of this Agreement.
- (xiv) **“Confidential Information”** means any confidential information disclosed by **MAVIS SATCOM LIMITED** to the **Operator** while the **Operator** is participating in the affairs/business of **MAVIS SATCOM LIMITED** and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by **MAVIS SATCOM LIMITED** during the Term.
- (xv) **“Distribution Fee”** means a percentage of MRP of each of the Subscribed Channels payable by **MAVIS SATCOM LIMITED** to the **Operator** towards fee for distribution of each of the Subscribed Channels as more specifically described in **Annexure A-1** and **Annexure A-2** of this agreement.
- (xvi) **“Distributor Retail Price” or “DRP”** means the maximum retail price of each of the A-La-Carte channels and **Bouquet** of pay channels offered by the **Operator** to the Subscribers, excluding taxes.
- (xvii) **“Effective Date”** means 29th day of December 2018
- (xviii) **“Equipment”** means equipment comprising of digital satellite receivers/professional integrated receiver decoder (PIRDs) with HD / SD ANALOG output together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure B** hereto at the sole cost of the **Operator**, which enables the **Operator** decrypt the encrypted signals of the Subscriber Channels.
- (xix) **“Execution of Documents”** means all documents/information required by **MAVIS SATCOM LIMITED** from the **Operator** to facilitate execution of the Agreement and includes all documents/information listed in **Annexure F** of this Agreement
- (xx) **“Incentive Scheme”** means the incentive scheme offered by **MAVIS SATCOM LIMITED** as specified in **Annexure C** of this Agreement.
- (xxi) **“Intellectual Property”** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xxii) **“Interconnection Regulations”** means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 (as amended)
- (xxiii) **“MAVIS SATCOM LIMITED Marks”** shall mean all Intellectual Property owned or used by **MAVIS SATCOM LIMITED** or its affiliates or the **MAVIS SATCOM LIMITED**., from time to time in connection with the Channel/Subscribed Channels, including, without limitation, the trade names and trademarks specified by **MAVIS SATCOM LIMITED** itself, or otherwise notified in writing by **MAVIS SATCOM LIMITED** from time to time.
- (xxiv) **“Maximum Retail Price”** means the Maximum Retail Price per subscriber per month, excluding taxes, of the A-La-Carte pay Channels and **Bouquet** of pay Channels offered by **MAVIS SATCOM LIMITED** as more specifically described in **Annexure A-1** and **Annexure A-2** of this agreement.
- (xxv) **“MAVIS SATCOM LIMITED’s share of Maximum Retail Price”** means the Maximum Retail Price of each of the Subscribed Channels less the Distribution Fee and the Discounts offered, if any (on account of the **Operator** availing the Incentive Scheme and fulfilling the conditions thereof).
- (xxvi) **“MIB”** means the Ministry of Information & Broadcasting in India.
- (xxvii) **“Monthly Average Subscriber Level”** means the average number of Subscribers in a particular month, as set forth in the applicable month’s Subscriber Report (refer Schedule 4), actually subscribing to the Subscribed Channels.

- (xxviii) “**Monthly Subscription Fees**” means the monthly subscription fee payable by the **Operator** to **MAVIS SATCOM LIMITED** in terms of Clause 5 of this Agreement.
- (xxix) “**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 the programming services from the broadcasters and re-transmits the same or transmits its own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable **Operators**.
- (xxx) “**QoS Regulations**” means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 (as amended).
- (xxxix) “**Registered Area**” means the registered area of operation of the **Operator** as mentioned in the registration granted by the Central Government, as more explicitly specified in the recital clause of this Agreement.
- (xxxixii) “**South India**” means the States of Tamil Nadu, Kerala, Karnataka, Andhra Pradesh, Telangana as well as the Union Territories of Andaman & Nicobar Islands, Lakshadweep and Puducherry.
- (xxxixiii) “**STB**” means the **Operator** provided and/or the **Operator** authorized set top box (embedded with the **Operator** designated vendor designed CAS microchip) installed in the premises of the Subscriber as connected to the television of the Subscriber that allows the Subscriber to receive the Subscribed Channels in unencrypted and descrambled from through its Digital Addressable System.
- (xxxixiv) “**Subscriber**” means a person in the Area who receives signals of Subscribed Channels from its Digital Addressable System at a place indicated by such person and uses the same for domestic purposes without further transmitting it to any other person and specifically excludes Commercial Subscriber. For the sake of clarity, one STB in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the **Operator** either directly or indirectly (through local cable **Operators**) through its Digital Addressable System shall be treated as one Subscriber.
- (xxxixv) “**Subscribed Channels**” means the channels from amongst the Channels and/or **Bouquets** subscribed/carried by the **Operator**, as are specifically identified by the **Operator** by assigning tick marks (✓) against such channels from amongst the Channels and/or **Bouquets** listed in **Annexure A-1** and **Annexure A-2** to this Agreement, respectively.
- (xxxixvi) “**Subscriber Management System**” or “**SMS**” means a system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or **Bouquets** of channels subscribed to by the Subscriber, price of such channels or **Bouquets** of channels as defined in the system, the activation or deactivation dates and time for any channel or **Bouquet** of channels, a log of all actions performed on a Subscriber’s record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscriber for each billing period.
- (xxxixvii) “**Subscriber Reports**” means the monthly Subscriber reports to be provided by the **Operator** to **MAVIS SATCOM LIMITED** in terms of Clause 8 of this Agreement.
- (xxxixviii) “**Tariff Order**” means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 (as amended).
- (xxxixix) “**TDSAT**” means Telecom Disputes Settlement and Appellate Tribunal, New Delhi.
- (xl) “**Technical Specifications**” means the technical specifications set forth in **Schedule 1** to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (xli) “**Term**” means the period of one (1) year commencing from the Effective Date, unless terminated earlier in accordance with the provisions of the Agreement.
- (xlii) “**Territory**” means the State of _____
- (xliiii) “**Tier**” or “**Packages**” means various packages offered by the **Operator** to the Subscribers comprising of Subscribed Channels.
- (xliiv) “**TRAI**” means The Telecom Regulatory Authority of India.

2. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

- (i) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (ii) The references to Annexure and Schedule are references respectively to the annexure to this Agreement.
- (iii) The reference to the singular includes reference to plural and vice versa.
- (iv) The reference to any gender includes a reference to all other genders.
- (v) The term “including” shall mean “including without limitation”.
- (vi) The term “month” shall mean “calendar month”.

3. NON-EXCLUSIVE RIGHT:

On the basis of the representations, warranties and undertakings given by the **Operator**, and subject to the **Operator** paying the Monthly Subscription Fees, **MAVIS SATCOM LIMITED** hereby grants non-exclusive right to the **Operator** to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of such Subscribed Channels through its Digital Addressable System to the Subscribers (either directly or through the local cable **Operators**) in a securely encrypted manner during the Term (both to be done at the **Operator**'s sole cost and expense), subject to the **Operator** complying with all the terms and conditions as set out in this Agreement. The **Operator** hereby specifically understands and acknowledges that the **Operator** shall not have the right to upgrade the standard definition feed of the Subscribed Channels/**Bouquets** to high definition feed (by using any technology now available or which may become available in future) at the time of re-transmitting the Subscribed Channels/**Bouquets** through its Digital Addressable Systems. The **Operator** further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the **Operator** to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever. All distribution rights not specifically and expressly granted to the **Operator** under this Agreement, including without limitation, PPV, NVOD, SVOD, VOD, personal computer, mobile telephony, or any technology now available or which may become available in future are reserved exclusively by **MAVIS SATCOM LIMITED**.

4. OBLIGATION OF THE OPERATOR:

(i) The **Operator** shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers through its Digital Addressable System, either directly or through Affiliated Local Cable **Operators**.

(ii) The **Operator** shall offer each of the Subscribed Channels to the Subscribers on A-La-Carte basis and declare the DRP per month for each of the Subscribed Channel. The **Operator** shall ensure that the DRPs per month of the Subscribed Channel does not exceed the MRPs per month of the Subscribed Channel.

(iii) Subject to compliance with Applicable Laws, the **Operator** may offer **Bouquet** of pay channels formed from pay channels of **MAVIS SATCOM LIMITED** or other broadcasters and declare the DRP of such **Bouquet**. It is, however, clarified that the **Operator** shall not break **Bouquet** of pay channels subscribed from **MAVIS SATCOM LIMITED** while forming its Package.

(iv) Irrespective of the **Operator**'s collection of the invoiced monthly amounts from the Subscribers, **Operator** shall pay the Monthly Subscription Fees to **MAVIS SATCOM LIMITED**, in a timely manner.

(v) It shall be obligatory for the **Operator** to place the Subscribed Channels in its Electronic Programming Guide (EPG) in such a way that the Subscribed Channels of the same genre, as declared by **MAVIS SATCOM LIMITED**, are placed together consecutively and one channel shall be placed in one place only. The **Operator** shall also ensure that the channel of the same language within the genre is also placed consecutively in the Electronic programming guide. The **Operator** shall assign unique channel number for each of the Subscribed Channels. Subject to exceptions permissible under Applicable Laws, the **Operator** shall not change the unique channel number, once assigned, for a period of one (1) year. The **Operator** shall indicate the MRP of each of the Subscribed Channels in the EPG with the Indian rupee sign.

(vi) The **Operator** shall raise monthly invoices on the Subscribers towards license of the channels (from amongst the Subscribed Channels) and the **Operator** shall collect such invoiced monthly fees from the Subscriber.

(vii) The **Operator** shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.

(For **MAVIS SATCOM LIMITED**)

(**OPERATOR**)

(viii) The **Operator** shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Digital Addressable System and shall on request provide to **MAVIS SATCOM LIMITED** with updated piracy reports.

(ix) The **Operator** shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favorably by the **Operator** with respect to competing channels on a genre basis.

(x) Within thirty (30) days of the execution of this Agreement, the **Operator** undertakes to fulfill all pending obligations (including but not limited to submission of any subscriber reports and payment of any amount due and payable by the **Operator** to **MAVIS SATCOM LIMITED**) under any previous agreement/arrangement between **MAVIS SATCOM LIMITED** and the **Operator**, failing which **MAVIS SATCOM LIMITED** reserves the right to terminate this Agreement and deactivate/disconnect the signals of the Subscribed Channels.

(xi) The **Operator** undertakes not to acquire or merge and/or make available the signals of the Channel(s) through its Distribution System to any other distributor of television channels, having outstanding arrears payable to **MAVIS SATCOM LIMITED**, without **MAVIS SATCOM LIMITED**'s prior written consent. **MAVIS SATCOM LIMITED** reserves the right to withhold such consent, at its sole discretion, till such time the outstanding amounts payable by such distributor of television channels is either settled by the distributor of television channels or the **Operator**.

5. MONTHLY SUBSCRIPTION FEES AND PAYMENT TERMS:

(i) The Maximum Retail Prices of the Subscribed Channels are specified in **Annexure A-1&A-2** of this Agreement. The **Operator** shall be entitled to a distribution margin of 20% on the Maximum Retail Prices of the Subscribed Channels. Additionally, subject to the **Operator** availing the Incentive Scheme and fulfilling terms and conditions applicable thereof, the **Operator** may avail discounts on the Maximum Retail Prices of the Subscribed **Bouquets**. For avoidance of doubt, it is hereby clarified that the Incentive Scheme(s) is optional and the **Operator** is under no obligation to opt for any of the abovementioned Incentive Scheme(s) to avail the Channel(s).

(ii) For each month or part thereof during the Term of the Agreement, **MAVIS SATCOM LIMITED** shall raise monthly invoices on the **Operator** on the basis of Monthly Subscriber Reports. The Monthly Subscription Fees shall be **MAVIS SATCOM LIMITED**'s share of Maximum Retail Prices of each of the Subscribed Channels multiplied by corresponding Monthly Average Subscriber Level of each of the Subscribed Channels. Illustrations on calculation of the Monthly Subscription Fees are provided in **Annexure D** of the Agreement.

(ii) The A-La-Carte and **Bouquet** "Rate" per Subscriber is set out in **Annexure A-1&A-2** to this Agreement. The rates mentioned in the Annexures to this Agreement, as referred to above, are exclusive of all taxes and levies. All applicable taxes shall be at the **Operator**'s cost and will be charged at the prevailing rates by **MAVIS SATCOM LIMITED** to the **Operator**.

(iv) In case the **Operator** fails to provide the monthly subscriber report within the period of seven (7) days from the end of the calendar month, **MAVIS SATCOM LIMITED** shall raise a provisional invoice, for an amount increased by ten (10) percent of the Monthly License Fee payable by the **Operator** to **MAVIS SATCOM LIMITED** for the immediate preceding month, and the **Operator** shall be under obligation to make the payment on the basis of such provisional invoice. Subject to the **Operator** providing the subscription report for the relevant month, **MAVIS SATCOM LIMITED** and the **Operator** shall carryout reconciliation, between the provisional invoice and the final invoice raised by **MAVIS SATCOM LIMITED** on the basis of the monthly subscription report sent by the **Operator** within three (3) months from the date of issuance of such provisional invoice.

(v) The **Operator** shall pay to **MAVIS SATCOM LIMITED** the Monthly Subscription Fee within Fifteen (15) days of the **Operator**'s receipt of the invoice / provisional invoice ("Due Date").

(vi) The Monthly License Fees shall be paid by the **Operator** to **MAVIS SATCOM LIMITED** in Indian Rupees by demand draft/pay order/cheque drawn in favour of "**MAVIS SATCOM LIMITED**", unless instructed otherwise in writing by **MAVIS SATCOM LIMITED**. No cash payments shall be made by the **Operator** towards the Monthly Subscription Fees or any other dues whatsoever.

(vii) All payments collected by **MAVIS SATCOM LIMITED** from the **Operator** shall be on First in First out (FIFO) basis.

(viii) The **Operator** understands and acknowledges that non-receipt of dispatched invoices from **MAVIS SATCOM LIMITED** shall not relieve the **Operator** from its obligation to make the payments of the Monthly Subscription Fees within the Due Date. If the **Operator** does not receive the invoice for a particular month by the 15th day of the following month, the **Operator** shall promptly intimate **MAVIS SATCOM LIMITED** about the same and request for issuance of duplicate

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invoice. All such communication shall mandatorily be addressed/marked to the attention of Chief Executive Officer of **MAVIS SATCOM LIMITED**.

(ix) Failure on the **Operator**'s part to make applicable payment within the applicable Due Date shall constitute a material breach on part of the **Operator** hereunder entitling **MAVIS SATCOM LIMITED** to initiate applicable legal proceedings under Applicable Laws against the **Operator** at the entire risk of the **Operator** as to costs and expenses. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly at the rate of 18% (eighteen percent) per annum. The imposition and collection of interest on late payments does not constitute a waiver of the **Operator**'s obligation to pay the Monthly Subscription Fees by the Due Date, and **MAVIS SATCOM LIMITED** shall retain all of its other rights and remedies under the Agreement.

(x) If, pursuant to mutual agreement between **MAVIS SATCOM LIMITED** and the **Operator**, debit note or credit note is to be issued by **MAVIS SATCOM LIMITED** for an already invoiced period to adjust any differential amount, such debit note or credit note shall be issued by **MAVIS SATCOM LIMITED** post calculation of such differential amount. Debit notes issued by **MAVIS SATCOM LIMITED** shall be paid by the **Operator** immediately upon its receipt (receipt through e-mail specifically permitted). All other provisions under the Agreement as regards interest on late payment shall apply to such differential amounts receivable by **MAVIS SATCOM LIMITED**.

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

6. DELIVERY AND SECURITY:

(i) The Subscribed Channels must be delivered by the **Operator** to subscribers in a securely encrypted manner and without any alteration.

(ii) The transmission specifications and infrastructure allocated by the **Operator** in respect of the broadcast signal of the **MAVIS SATCOM LIMITED**'s Channels by the **Operator** to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.

7. ANTI-PIRACY:

(i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "**Piracy**"), the **Operator** shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "**Security Systems**") & security specifications as are set forth in **Schedule 2** and/ or may be specified, in a non-discriminatory manner in writing, from time to time, by the **MAVIS SATCOM LIMITED**.

(ii) To ensure the **Operator**'s ongoing compliance with the security requirements set out in the Agreement, **MAVIS SATCOM LIMITED** may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by **MAVIS SATCOM LIMITED** in writing no more than twice per year during the Term, at **MAVIS SATCOM LIMITED**'s cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the **Operator** or **MAVIS SATCOM LIMITED**, then **MAVIS SATCOM LIMITED** shall work with the **Operator** in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, **MAVIS SATCOM LIMITED** may, in its sole discretion, suspend the **Operator**'s right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to **MAVIS SATCOM LIMITED**'s satisfaction the **Operator** shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the **Operator** to **MAVIS SATCOM LIMITED**'s satisfaction.

(iii) The **Operator** shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x7 x 365(6) basis.

(iv) The **Operator** shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the **Operator** at the time the Channels are made available. If the **Operator** becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, the **Operator** shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify **MAVIS SATCOM LIMITED** and the **Operator** shall also switch off the concerned Set Top Box to prevent

(For **MAVIS SATCOM LIMITED**)

(**OPERATOR**)

such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the **Operator** shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the **Operator** and the subscriber.

(v) If so instructed by Information (as defined below) by **MAVIS SATCOM LIMITED**, the **Operator** shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from **MAVIS SATCOM LIMITED**. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through email 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 **MAVIS SATCOM LIMITED** representatives through other means of communications such as telephonic message, fax etc. and they said "information" shall later be confirmed by **MAVIS SATCOM LIMITED** through e mail and the **Operator** shall be under obligation to act upon such information.

(vi) **MAVIS SATCOM LIMITED** plans to actively combat piracy of the Channels in the Territory and the **Operator** undertakes to work closely and provide all such assistance to **MAVIS SATCOM LIMITED** as may be reasonably required by **MAVIS SATCOM LIMITED** in that regard. The **Operator** shall, at its own expense, take all necessary steps to comply with obligations set forth in **Schedule 2**.

8. SUBSCRIBER REPORTS:

(i) The **Operator** will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System). The **Operator** shall, within seven (7) days from the end of each calendar month, provide, in the format specified in **Schedule 4** of this Agreement, complete and accurate monthly subscriber report of the Subscribed Channels, to **MAVIS SATCOM LIMITED**. If the **Operator** avails the Incentive Scheme, it shall, within seven (7) days from the end of each calendar month, additionally provide, in the format specified in **Schedule 4(1)** of this Agreement, complete and accurate State / Union Territory wise monthly subscriber report of the Subscribed Channels, to **MAVIS SATCOM LIMITED**.

(ii) Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each **MAVIS SATCOM LIMITED** Channel and each package in which a **MAVIS SATCOM LIMITED** Channel is included) and the Subscription Fees payable to **MAVIS SATCOM LIMITED** and shall be signed and attested by an officer of the **Operator** of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.

(iii) **MAVIS SATCOM LIMITED** shall be entitled to disconnect the signals of the Subscribed Channels to the **Operator's** network, after giving three (3) weeks' notice to the **Operator**, if the **Operator** fails to provide the monthly subscriber report as per Clause 8(i) & (ii) above.

(iv) The **Operator** shall also include in its Subscriber Report, comprehensive details of all incidents of piracy and signal theft involving in its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report. The obligation of **Operator** to provide to **MAVIS SATCOM LIMITED** the Subscriber Reports shall survive termination of the Agreement until **MAVIS SATCOM LIMITED** receives the Subscriber Reports for each relevant month for which any Monthly Subscription Fee is payable.

(v) The **Operator** shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable **MAVIS SATCOM LIMITED** to verify and ascertain (i) veracity of the Subscriber Reports supplied by **Operator** pursuant to this Clause, (ii) the payments due to **MAVIS SATCOM LIMITED** hereunder, and (iii) **Operator's** compliance with its anti-piracy obligations as set out in this Agreement.

9. AUDIT:

(i) The **Operator** shall, at its own cost, once in a calendar year, cause audit of its subscriber management system, Conditional Access System and other related systems by an auditor (mandatorily by TRAI empanelled auditor, if already empanelled), to verify that the monthly subscription reports made available by the **Operator** to **MAVIS SATCOM LIMITED** are complete, true and correct and issue an audit report to this effect to **MAVIS SATCOM LIMITED**. The audit report to include the details of (a) procedure/process followed by the **Operator** during the audit along with the month on month reconciliation statement between SMS & CAS for each of the Subscribed Channels (both **A-La-Carte** and **Bouquet** of pay channels), and (b) the justification for variance of the Subscribers if any. If such audit reveals that **MAVIS SATCOM LIMITED** is entitled to

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additional license fees of 0.5% or more in any month(s), without prejudice to Clause 9(ii) below, **MAVIS SATCOM LIMITED** shall raise revised invoice(s) for such month(s) and the **Operator** shall within ten (10) days of receipt of the revised invoice pay the differential amounts between the revised invoice(s) and the earlier invoice(s) together with interest at the rate of 18% per annum.

(ii) In case, **MAVIS SATCOM LIMITED** is not satisfied with the audit report received by the **Operator** under Clause 9(i) above or, if in the opinion of **MAVIS SATCOM LIMITED**, the Addressable System being used by the **Operator** does not meet requirements specified in the **Schedule 1** of this Agreement, **MAVIS SATCOM LIMITED** may, after communicating the reasons in writing to the **Operator**, at its own cost, cause audit the subscriber management system, conditional access system and other related systems of the **Operator** by an auditor (mandatorily by TRAI empanelled auditor, if already empanelled), not more than once in a calendar year. If such audit reveals that **MAVIS SATCOM LIMITED** is entitled to additional license fees, the **Operator** shall raise revised invoice(s) for such month(s) and the **Operator** shall within ten (10) days of receipt of the revised invoice pay the differential amounts between the revised invoice(s) and the earlier invoice(s) together with interest at the rate of 18% per annum. Further, if such audit reveals that **MAVIS SATCOM LIMITED** is entitled to additional license fees of 2% or more in any month(s), the costs of such audit shall be borne by the **Operator**. Further, the **Operator** shall also take necessary actions to avoid occurrence of such errors. Further, if the audit reveals that the Addressable System being used by the **Operator** does not meet the requirements of **Schedule 1** of this Agreement, **MAVIS SATCOM LIMITED** shall be entitled to disconnect the signals of subscribed channels to the **Operator's** network, after giving three (3) weeks' notice to the **Operator**. The **Operator** undertakes to offer necessary assistance to the auditor(s) so that audit can be completed in a time bound manner.

(iii) The **Operator** shall be under a legal obligation to revert within seven (7) days ("Revert Period") after a request is received for audit from **MAVIS SATCOM LIMITED**, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. If within 15 days if there is no response then **MAVIS SATCOM LIMITED** shall have the right to issue disconnection notice.

(iv) In the event during the audit exercise if it is found that the **Operator** has not informed **MAVIS SATCOM LIMITED** about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the **Operator** has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event **MAVIS SATCOM LIMITED** shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 2X times of the maximum retail price for such channels and or **Bouquet** from the date of agreement. For example, if the undeclared number of subscribers is say 1000 and the MRP share of **MAVIS SATCOM LIMITED** for this 1000 undeclared subscribers is Rs. X, then in such a scenario the **Operator** shall be liable to pay X multiplied by 2 times.

(v) The **Operator** shall provide full cooperation to the empanelled auditors appointed by **MAVIS SATCOM LIMITED** in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to **Operator's** facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. The **Operator** shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The **Operator** shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits. Any breach by or on the part of the **Operator** with regard to the above covenants shall be construed as material breach of this Agreement. An indicative scope of audit is laid down in **Annexure G** to this Agreement.

(vi) The **Operator** shall remain the sole owner and holder of all customer databases compiled by the **Operator** under the Agreement. The **Operator** will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:

(a) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;

(b) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;

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(c) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;

(d) administering payments of any commission fees from time to time payable to the **Operator**'s authorized agents for the sale to Subscribers of the Packages;

(e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion;

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

(g) The **Operator** shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of **MAVIS SATCOM LIMITED** Group Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to **MAVIS SATCOM LIMITED**.

(vii) The audit rights of **MAVIS SATCOM LIMITED** under Clause 9(ii) of the Agreement shall survive for twenty four (24) months post expiry/termination of this Agreement, meaning thereby that **MAVIS SATCOM LIMITED** can exercise its rights prescribed in Clause 9(ii) of the Agreement, for verifying the correctness of the Monthly Subscriber Reports supplied by the **Operator** for the Term, during any one (1) of the three (3) years commencing from the Effective Date.

10. TERM:

(i) As mutually agreed between **MAVIS SATCOM LIMITED** and the **Operator** subject to a period from _____ to _____ unless terminated earlier in accordance with the Agreement.

(ii) The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.

11. TERMINATION:

(i) Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:

(a) material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so;

(b) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;

(c) The digital addressable cable TV system subscription or any other material subscription necessary for the **Operator** to operate its digital addressable cable TV system service being revoked at any time other than due to the fault of the **Operator**. **MAVIS SATCOM LIMITED** shall have the right to terminate this Agreement by a written notice to the **Operator** if (i) the **Operator** breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or(ii) **MAVIS SATCOM LIMITED** discontinues the Subscribed Channels with respect to all distributors and provides the **Operator** with at least ninety (90) days prior written notice.

(ii) The **Operator** shall have the right to terminate this Agreement on written notice to **MAVIS SATCOM LIMITED** if the **Operator** discontinues its digital addressable cable TV system business and provides at least ninety (90) days prior written notice.

(iii) **MAVIS SATCOM LIMITED** shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to the **Operator** and/or take any other action as may be appropriate, upon occurrence of any of the following:

(a) In case of dissolution of the partnership or winding up proceedings against the **Operator**;

(b) In the event of assignment of the Agreement by the **Operator** without prior written approval of **MAVIS SATCOM LIMITED**;

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- (c) If the **Operator** voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels (including but not limited to entering into an agreement/arrangement with another **MAVIS SATCOM LIMITED** for operational and/or administrative and/or funding purposes, etc.);
- (d) In the event **MAVIS SATCOM LIMITED** is/are subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of **MAVIS SATCOM LIMITED** to provide the Subscribed Channels or any part thereof to the **Operator** or limit the **Operator's** right or authorization to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts **MAVIS SATCOM LIMITED** to provide the Subscribed Channels to the **Operator** under the terms of this Agreement;
- (e) If the Equipment are removed from the Installation Address without prior written consent of **MAVIS SATCOM LIMITED** or is being used or intended to be used, at a place other than the Installation Address;
- (f) If the **Operator's** representations, warranties contained in this Agreement are found to be untrue; and
- (g) If the **Operator** does not comply with any rules, regulations, orders of TRAI or any other government or statutory body/court or tribunal.
- (iv) The Parties agree that, if any of the relating to **MAVIS SATCOM LIMITED's** any of the Subscribed Channels in the Territory is terminated, then the part of the Agreement pertaining to the said Subscribed Channel shall stand terminated. In such an event, fresh Annexure shall be executed between the Parties at mutually agreed terms, subject to applicable law.
- (v) **MAVIS SATCOM LIMITED** of the **Operator's** rights to terminate the Agreement shall be without prejudice to the respective party's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.
- (vi) The **Operator** shall have the right to terminate this Agreement on written notice to **MAVIS SATCOM LIMITED** if the **Operator** discontinues its digital addressable cable TV system business or any other reason and provides, if possible, twenty one (21) days prior written notice.

12. CONSEQUENCES OF EXPIRY/TERMINATION:

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

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13. EQUIPMENT:

(i) **MAVIS SATCOM LIMITED** shall supply or cause to be supplied the Equipment to the **Operator**, directly or through suppliers nominated by **MAVIS SATCOM LIMITED**. The Equipment shall at all times remain the sole and exclusive property of **MAVIS SATCOM LIMITED**.

(ii) If the **Operator** merges or amalgamate with another Multi System Operator or ceases to operate its Digital Addressable Systems, the Equipment supplied by **MAVIS SATCOM LIMITED** to the **Operator** shall be returned forthwith to **MAVIS SATCOM LIMITED**. If the Equipment is damaged due to negligence of the **Operator**, **MAVIS SATCOM LIMITED**, shall recover the actual repair cost from the **Operator** and if the Equipment is beyond repair, the **Operator** shall be liable to pay to **MAVIS SATCOM LIMITED** the cost of such Equipment as on the date it was supplied to the **Operator**.

(iii) In order to take back possession of the Equipment from the **Operator**, the **Operator** shall ensure that the personnel/representative of **MAVIS SATCOM LIMITED** is allowed free and unobstructed access to the premises of the **Operator** where the Equipment are installed, and the **Operator** shall not interfere with such procedure.

14. ADDITIONAL CHARGES FOR THE EQUIPMENT:

(i) At the time of supplying the Equipment to the **Operator**, **MAVIS SATCOM LIMITED** may, at its discretion, require the **Operator** to make the following payments against delivery of the Equipment:

(a) **Processing Fee:** **MAVIS SATCOM LIMITED** may require the **Operator** to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel as per **MAVIS SATCOM LIMITED** policy.

(b) **Courier/Taxes:** The **Operator** shall pay the courier charges, octroi, taxes and other applicable levies and transportation charges for the Equipment.

(c) **Refundable Security Deposit:** **MAVIS SATCOM LIMITED** may require the **Operator** to pay an amount of Rs. 5,500/-, or such amount as may be determined by **MAVIS SATCOM LIMITED** from time to time, for each digital satellite receivers/integrated receiver decoder provided by **MAVIS SATCOM LIMITED** to the **Operator** under this Agreement. Such refundable security deposit amount shall be refunded by **MAVIS SATCOM LIMITED** to the **Operator** upon expiry or earlier termination of the Agreement, subject to the **Operator** returning the digital satellite receivers/integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to **MAVIS SATCOM LIMITED** setting off the refundable security deposit amount, or part thereof, with any amount receivable by **MAVIS SATCOM LIMITED** from the **Operator** on such date of expiry or termination of the Agreement.

(ii) The abovementioned charges shall be levied on a one time basis during the Term for each of the Subscribed Channels or for any new channel introduced by **MAVIS SATCOM LIMITED** and subscribed for by the **Operator**. It is expressly agreed between the Parties that if within one (1) month of the request made, the **Operator** does not intimate **MAVIS SATCOM LIMITED** of the receipt or non-receipt of the Equipment then it will be deemed that the **Operator** has received the Equipment.

15. REVISION OF RATES/MONTHLY SUBSCRIPTION FEES:

(i) The Monthly Subscription Fees payable by the **Operator** to **MAVIS SATCOM LIMITED** shall automatically be revised if during the Term a revision of the A-La-Carte rates and/or **Bouquet** rates mentioned in **Annexure A-1** and **Annexure A-2**, respectively, of the Agreement (“**Tariffs**”), of any Subscribed Channels is brought about pursuant to any new regulations/orders stipulated 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; and/or

(ii) **MAVIS SATCOM LIMITED** reserves the right to revise the Monthly License Fees if during the Term there is addition/deletion in the Subscribed Channels.

16. REPLACEMENT/CONVERSION OF CHANNEL:

(i) **MAVIS SATCOM LIMITED** reserves the right at any time during the Term to remove and/or delete any television channel from the Subscribed Channels (“**Removed Channel**”) and the applicability of this Agreement with respect to the Removed Channel shall stand terminated. **MAVIS SATCOM LIMITED** shall have the right to replace any Removed Channel with a replacement channel

or to add any channel to the list of Channels and to grant the distribution rights to the **Operator** in respect of the replacement or new channel. If any channel is removed, replaced or added to the list of Channels, the Monthly Subscription Fee payable

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shall be proportionately adjusted. For avoidance of doubt it is hereby clarified that **MAVIS SATCOM LIMITED** provide notice of 21 days to the **Operator** with respect to removal or replacement of the Subscribed Channels.

(ii) It is hereby clarified for the avoidance of doubt that amongst the Channels/Subscribed Channels, if any free-to-air channel is converted as a pay channel or if any pay channel is converted into a free-to-air channel, as applicable, the Monthly Subscription Fee payable shall be proportionately adjusted.

17. REPRESENTATIONS AND WARRANTIES OF MAVIS SATCOM LIMITED:

(i) **MAVIS SATCOM LIMITED** represents to the **Operator** that, it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.

(ii) **MAVIS SATCOM LIMITED** represents in relation to the continuity, reception and quality and nature of the contents on the Subscribed Channels and **MAVIS SATCOM LIMITED** shall comply the quality of service regulations of TRAI. .

(iii) Therefore, neither **MAVIS SATCOM LIMITED**, nor its officers, directors, servants, agents or subsidiary companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programs shown on any Channel or any interference with the **Operator**'s reception of any Channel forming part of the Subscribed Channels;

Provided the above clause shall not affect any proceedings taking under law for contravention of section 6 & 7 of the Cable Television Networks Act-1995

(iv) **MAVIS SATCOM LIMITED** shall under all circumstances, be liable for the performance of the Equipment for the Subscribed Channels.

18. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR

(i) The **Operator** represents warranties and undertakes the following to **MAVIS SATCOM LIMITED**:

(a) The **Operator** has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) By executing this Agreement, the **Operator** is not in breach of any of the provisions contained in any other agreement executed by the **Operator** with any third party.

(c) The **Operator** has a valid and subsisting subscription from the applicable statutory authority which permits operation of its Digital Addressable System and the **Operator** undertakes to keep such subscription valid and subsisting during the Term and provide a copy of the same to **MAVIS SATCOM LIMITED** as and when called upon to do so by **MAVIS SATCOM LIMITED**.

(d) The **Operator** shall abide, implement and ensure compliance to the TRAI Regulations relating to Digital Addressable Cable Systems, in particular the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012, Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 and the Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012 (as amended from time to time).

(e) The **Operator** undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the **Operator** in the packages offered to the Subscriber.

(f) All the Execution Requirements, as listed in **Annexure F** of this Agreement, provided by the **Operator** to **MAVIS SATCOM LIMITED** are correct.

(g) The STBs, CAS and SMS shall comply with the Technical Specifications and the **Operator** agrees that the STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs.

(h) The **Operator** shall provide the applicable Subscriber Reports and pay the applicable Monthly Subscription Fees, together with applicable taxes, in a timely manner, failing which; the **Operator** shall be liable to pay applicable interest along with the due payment.

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(i) The **Operator** shall not retransmit the Subscribed Channels via any medium other than its Digital Addressable System.
(j) The **Operator** shall not distribute the Subscribed Channels to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.

(k) The **Operator** shall maintain for the Subscribed Channels first-class signal transmission quality in accordance to the QOS regulation of TRAI, subject to **MAVIS SATCOM LIMITED** delivering the signals of Subscribed Channels to the **Operator** of a quality sufficient to permit the **Operator** to reasonably comply with such standards.

(l) The **Operator** undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.

(m) The **Operator** undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The **Operator** further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify **MAVIS SATCOM LIMITED** of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by **MAVIS SATCOM LIMITED** to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to the Subscribers using STBs with PVR/DVR facilities. However, the **Operator** undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature.

(n) The **Operator** shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the **Operator** shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.

(o) The **Operator** undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of **MAVIS SATCOM LIMITED**. Further, the **Operator** undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allows anybody else to do the same, without prior written permission of **MAVIS SATCOM LIMITED** and shall indemnify **MAVIS SATCOM LIMITED** against any damage, destruction, theft or loss of the equipment.

(q) The **Operator** undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from.

(r) The **Operator** undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of **MAVIS SATCOM LIMITED** and bear all expenses for general repairs and maintenance of the same and it shall immediately notify **MAVIS SATCOM LIMITED** in the event of any mechanical/technical fault in the Equipment.

(s) The **Operator** undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify **MAVIS SATCOM LIMITED** against any default or non-payments in this regard.

(t) Upon expiry/termination of the Agreement, the **Operator** undertakes to return to **MAVIS SATCOM LIMITED** the Equipment in good working condition and pay to **MAVIS SATCOM LIMITED** all outstanding payments that may be payable to **MAVIS SATCOM LIMITED** under the Agreement on the date of termination.

(u) Whenever any of the Channels are launched in high definition format, the **Operator** shall arrange for distribution of the high definition format signals of the applicable channels through its Addressable System, however, subject to separate commercial arrangement between the Parties.

(v) The **Operator** undertakes to promptly intimate **MAVIS SATCOM LIMITED** of any change in ownership or sale of the business/assets of the **Operator**.

(w) The **Operator** undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to **MAVIS SATCOM LIMITED** and/or its representatives for inspection/audit upon reasonable notice.

(x) The **Operator** undertakes to furnish and submit to **MAVIS SATCOM LIMITED** all information and/or documents as may be required by **MAVIS SATCOM LIMITED** from the **Operator** from time to time, as envisaged in this agreement.

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(y) The **Operator** undertakes to comply with the Applicable Laws.

19. ADVERTISING AND PROMOTIONS:

(i) **MAVIS SATCOM LIMITED** grants to the **Operator** the non-exclusive right during the Term to use the **MAVIS SATCOM LIMITED** and its channel Marks solely in connection with the marketing and promotion of the Subscribed Channels and in a manner that has been pre-approved by **MAVIS SATCOM LIMITED**.

(ii) The **Operator** undertakes to give:

(a) an equivalent amount of marketing support for the Channels as it provides to other channels of the same genre;

(b) similar treatment to all Channels in all advertising material whereby Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and

(c) equal opportunity to the Channels for participation in events and promotions that the **Operator** undertakes subject to commercial agreement for each event.

20. INTELLECTUAL PROPERTY RIGHTS:

(i) It is expressly agreed and understood that the **Operator** shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than those expressly provided in this Agreement.

(ii) All Intellectual Property related to the Subscribed Channels shall belong exclusively to **MAVIS SATCOM LIMITED**. The **Operator** shall not acquire any proprietary or other rights in the Intellectual Property to which **MAVIS SATCOM LIMITED** is assert proprietary or other rights, which **MAVIS SATCOM LIMITED** may notify the **Operator** from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. The **Operator** may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of **MAVIS SATCOM LIMITED**. Marketing materials generated by the **Operator** may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the **Operator**. The **Operator** shall not acquire any proprietary or other rights over the **MAVIS SATCOM LIMITED** Marks. Unless notified to the contrary by **MAVIS SATCOM LIMITED**, in all trade references, advertising and promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by **MAVIS SATCOM LIMITED**. To the extent any of such rights are deemed to accrue to the **Operator**, the **Operator** agrees that such rights are the exclusive property of **MAVIS SATCOM LIMITED**, as applicable. **MAVIS SATCOM LIMITED** reserves the right to inspect any such material at any time without prior notice. The **Operator** shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of **MAVIS SATCOM LIMITED**, resembles any of the Intellectual Property. The **Operator** shall include appropriate copyright and other legal notices as **MAVIS SATCOM LIMITED** may require, and shall promptly call to the attention of **MAVIS SATCOM LIMITED** the use of any Intellectual Property or of any names or marks that resemble any Intellectual Property by any third party in the Territory. The **Operator** shall within 10 days after termination of this Agreement return to **MAVIS SATCOM LIMITED** or, at **MAVIS SATCOM LIMITED**'s request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of **MAVIS SATCOM LIMITED** are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to **MAVIS SATCOM LIMITED** (or its designee) all interest in and to any graphic representation created by or for the **Operator** of any Intellectual Property.

21. LIMITATION OF LIABILITY:

(i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.

(ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

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(**OPERATOR**)

22. FORCE MAJEURE:

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, cable cut, equipment failure occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the **Operator**/Subscribers. In the event of a suspension of any obligation under this clause, which extends beyond a period of one (1) month, the Party not affected, may at its option, elect to cancel those aspects of this Agreement.

23. NO AGENCY:

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

24. NO WAIVER:

The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

25 ASSIGNMENT:

(i) Notwithstanding anything contained in the Agreement, the **Operator** shall not have the right, without the prior written consent of **MAVIS SATCOM LIMITED**, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of this clause, the **Operator** shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels, as the case may be, and in material breach of this Agreement which shall entitle **MAVIS SATCOM LIMITED** to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.

(ii) **MAVIS SATCOM LIMITED** may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as **MAVIS SATCOM LIMITED vis a vis** the **Operator**. Such assignment by **MAVIS SATCOM LIMITED** shall be effective on and from the date as communicated in writing by **MAVIS SATCOM LIMITED** to the **Operator**.

26. INDEMNITY AND THIRD PARTY CLAIMS:

(i) The Parties shall forever keep and hold the other Party and such Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any of the defaulting Party's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.

(ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or nonfurnishing is due to failure of equipment, satellite action or natural calamity.

(iii) **MAVIS SATCOM LIMITED** makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval or as to whether or not the Subscribed Channels complies with laws and regulations of any governmental and other authorities for its distribution. The **Operator** shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, subscriptions and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the **Operator** and maintaining those approvals, subscriptions and permissions throughout the Term.

(For **MAVIS SATCOM LIMITED**)

(**OPERATOR**)

(iv) The **Operator** acknowledges and accepts that **MAVIS SATCOM LIMITED** shall not be liable in any manner to the **Operator** or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable Laws.

(v) This clause shall survive on termination of the Agreement.

27. SEVERABILITY:

If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

28. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the **Operator** and **MAVIS SATCOM LIMITED** set forth in the Agreement, unless either Party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D. All notices to **MAVIS SATCOM LIMITED** shall be addressed in the attention of “**Legal Head**”, **MAVIS SATCOM LIMITED, No. 48, NP Jawaharlal Nehru Road, Ekkattuthangal, Chennai-600 032.**

29. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of this Agreement.

30. CONFIDENTIALITY:

The **Operator** shall keep in strict confidence any Confidential Information received by it from **MAVIS SATCOM LIMITED** and shall not disclose the same to any person, not being a party to this Agreement. The **Operator** shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the **Operator** to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of **MAVIS SATCOM LIMITED** and the **Operator** shall not acquire any rights in the Confidential Information

31. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedules and Annexures contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year mentioned hereinabove.

For MAVIS SATCOM LIMITED

For OPERATOR

Signature: _____

Signature: _____

Name: MRS. PRABHA SIVAKUMAAR

Name: _____

Title: MANAGING DIRECTOR

Title: _____

(For **MAVIS SATCOM LIMITED**)

(**OPERATOR**)

SCHEDULE 1
DIGITAL ADDRESSABLE SYSTEM REQUIREMENTS

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

1. The distributor of television channels shall ensure that the current version of the CAS, in use, do not have any history of hacking.
Explanation: A written declaration available with the distributor from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
3. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
4. The distributor of television channels shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
5. The SMS and the CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
6. The distributor of television channels shall validate that the CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting should not get invalidated by use of any device or software.
8. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.
9. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
10. The CAS and SMS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
11. The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
 - a. Unique customer identification (ID)
 - b. Subscription contract number
 - c. Name of the subscriber
 - d. Billing address
 - e. Installation address
 - f. Landline telephone number
 - g. Mobile telephone number
 - h. E-mail address
 - i. Channels, **Bouquets** and services subscribed
 - j. Unique STB number
 - k. Unique VC number.
12. The SMS should be capable of:
 - a. Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
 - b. Locating each and every STB and VC installed.
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
13. The SMS should be capable of generating reports, at any desired time about:
 - i. The total number of registered subscribers.
 - ii. The total number of active subscribers.
 - iii. The total number of temporary suspended subscribers.
 - iv. The total number of deactivated subscribers.
 - v. List of blacklisted STBs in the system.
 - vi. Channel and **Bouquet** wise monthly subscription report in the prescribed format.

- vii. The names of the channels forming part of each **Bouquet**.
 - viii. The total number of active subscribers subscribing to a particular channel or **Bouquet** at a given time.
 - ix. The name of a-la carte channel and **Bouquet** subscribed by a subscriber.
 - x. The ageing report for subscription of a particular channel or **Bouquet**.
14. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
15. The SMS shall be independently capable of generating, recording, and maintaining logs in readable format since inception with date and time stamp of log generation, for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands. All these commands should be in a format which is readable and should have required parameters/elements which can be analysed to drive channel-wise count
16. 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.
17. 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.
18. 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.
19. The distributor shall ensure that the CAS and SMS vendors have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
20. The distributor of television channels shall declare the details of the CAS and the SMS deployed for distribution of channels. In case of deployment of any additional CAS/ SMS, the same should be notified to the broadcasters by the distributor.
21. Upon deactivation of any subscriber from the SMS, all programme/ services shall be denied to that subscriber.
22. The distributor of television channels shall preserve unedited data of the CAS and the SMS for at least two years, including but not limited to package wise subscribers etc.
23. The Licensee shall ensure that all data pertaining to sun channels are maintained in servers located inside India only
- (B) Fingerprinting:
1. The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
 2. The STB should support both visible and covert types of finger printing.
 3. The finger printing should not be removable by pressing any key on the remote of STB.
 4. The finger printing should be on the top most layer of the video.
 5. The finger printing should be such that it can identify the unique STB number or the unique VC number.
 6. The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
 7. The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
 8. The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.

9. The finger printing should be possible on global as well as on the individual STB basis.
10. The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
11. Scroll messaging should be only available in the lower part of the screen.
12. The STB should have a provision that finger printing is never disabled.
13. The watermarking network logo for all pay channels shall be inserted at encoder end only.

(C) Set Top Box (STB):

All STBs should have a Conditional Access System.

1. The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
2. 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.
3. The STB should be individually addressable from the Head-end.
4. The STB should be able to receive messages from the Head-end.
5. The messaging character length should be minimal 120 characters.
6. There should be provision for global messaging, group messaging and the individual STB messaging.
7. The STB should have forced messaging capability including forced finger printing display.
8. The STB must be compliant to the applicable Bureau of Indian Standards.
9. The STBs should be addressable over the air to facilitate OTA software upgrade.
10. The STBs with facilities for recording the programs shall have a copy protection system..
11. The STB should have network lock feature and its should not work on any other network feed
12. The STBs with facilities for recording the programs shall have a copy protection system.
13. The STBs with PVR/USB recording option should have following capability:
 - a. Capability to record live Fingerprinting, forced message and watermarking logo along with content.
 - b. During playout live Finger printing & forced message should flash onscreen.
 - c. Recorded content should get disabled on deactivated STB.
14. The Licensee should not give access or configure LCN/Transport stream to insert local channels in field/at LCO end

SCHEDULE 2

THE OPERATOR'S ANTI-PIRACY OBLIGATIONS

1. General

1.1 The **Operator** shall take all necessary actions to prevent any unauthorized access to the Channels/Subscribed Channels through its Digital Addressable System.

2. STBs, VCs, Systems and Procedures

2.1 In order to ensure that each STB and VC is capable of being used for Fingerprinting, the **Operator** shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2 The **Operator** represents warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by the **Operator** or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, the **Operator**:

2.2.1 Collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;

2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;

2.2.3 Investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;

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

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

2.2.6 Requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and

2.2.7 De-authorizing any STB or VC that is found outside the Area or in the possession of a person who is not a bona fide Subscriber.

2.3 The **Operator** represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph

2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Channels/Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other **Operator**.

2.4 The **Operator** represents, warrants and undertakes that all installations of STBs and VCs are done directly by the **Operator** or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, the **Operator**'s SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

2.4.1 Name;

2.4.2 Installation address;

2.4.3 Billing address (if different);

2.4.4 Telephone number of the installation address, where applicable;

2.4.5 Subscriber's unique subscriber reference or subscription agreement number;

2.4.6 Channels/**Bouquets** that have been selected;

2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;

2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);

2.4.9 Name and unique reference number of the installer (if different from the dealer);

2.4.10 VC number; and

2.4.11 Unique STB number.

2.5 The **Operator** agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channels/Subscribed Channels can be accessed from addresses which are:

2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS; or

2.5.2 Outside the Area; or

2.5.3 that of a cable head end or any other distributor of such Channel.

2.6 In order to ensure that the VC is only activated for bona fide Subscribers, the **Operator** further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.

2.7 The **Operator** represents, warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

3.1 The **Operator** shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by **MAVIS SATCOM LIMITED** and as reasonably requested from time to time.

3.2 The **Operator** shall ensure that all STBs and the VC should support both visible and covert types fingerprinting and should be compatible for running Fingerprinting whether operated by the **Operator** or by **MAVIS SATCOM LIMITED**.

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

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

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

3.4.2 Fingerprinting to be provided by the **Operator** on the Channels, as per the scheme provided by **MAVIS SATCOM LIMITED**. **MAVIS SATCOM LIMITED** shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

4.1 The **Operator** shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 The **Operator** represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

4.3 The **Operator** agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

5. Piracy, piracy reports and prevention

5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:

5.1.1 Any VC or STB is being located, supplied or sold outside the Area,

5.1.2 Any of the Channels are being viewed via a VC or STB by a third party that is not a Subscriber,

5.1.3 A VC is being used for viewing the Channels anywhere other than the registered address of a Subscriber, or

5.1.4 A VC and/or STB are being used by a cable **Operator** or other distributor to distribute any of the Channels (each, a "Piracy Event").

5.2 If **MAVIS SATCOM LIMITED** or the **Operator** becomes aware of a Piracy Event then the **Operator** shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

5.2.1 In the event **MAVIS SATCOM LIMITED** decides to take legal or other action against any infringing party committing or causing any Piracy Event, the **Operator** shall provide all reasonable assistance to **MAVIS SATCOM LIMITED** to prevent or combat such Piracy Event.

5.3 The **Operator** agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.

5.4 The **Operator** shall investigate and report to **MAVIS SATCOM LIMITED** any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels/Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Channels/Subscribed Channels

WEB COPY NOT FOR EXECUTION

(For **MAVIS SATCOM LIMITED**)

(**OPERATOR**)

SCHEDULE 3

APPLICATION FORM FOR REQUEST OF SIGNALS OF TELEVISION CHANNELS

1. Name of the distributor of television channels:
2. The names of Owners/Directors/Partners of the distributor:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Copy of certificate of registration/ permission/ license (Attach a Copy):
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the distributor:
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:
11. Area wise present subscriber base of the distributor:
12. List of channels and **Bouquets** for which signals of television channels are requested:
13. GST registration number:
14. **Entertainment** Tax Number:
15. PAN No. (Attach a copy):
16. Are the CAS/ SMS in compliance with the regulations: YES / NO
17. Copy of the report of the Auditor in compliance of the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available:

(Signature)

Date:

Place:

DECLARATION

I _____ (S/O or D/O) _____ (Owner / Proprietor/ Partner/ Director/ Authorised Signatory) of _____, do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television channels meet the technical and other requirements specified in the Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor

(Signature)

Date:

Place:

(For MAVIS SATCOM LIMITED)

(OPERATOR)

SCHEDULE 4
STATE / UNION TERRITORY WISE SUBSCRIPTION REPORTS

Reported Month: _____ State / Union Territory Name: _____ 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 Table 1, Table 2, Table 3 and Table 4, respectively. The number of subscribers shall be recorded at any point of time between 19:00 hrs to 23:00 hrs of the day.

1. If the **Operator** subscribes any of the Channel(s) on an A-La-Carte basis and offers the same to the Subscribers on A-La-Carte basis (Table 1).
2. If the **Operator** subscribes any of the Channel(s) on an A-La-Carte basis and offers the same to the Subscribers as part of a Package (Table 2).
3. If the **Operator** subscribes any of the **Bouquet**(s) and offers the same to the Subscribers as a standalone Package (Table 3).
4. If the **Operator** subscribes any of the **Bouquet**(s) and offers the same to the Subscribers as part of a Package (Table 4).

Table -1

Sl.	Name of the channel	Area/City/Town	Number of subscribers of the channel on 7 th 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 Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4

Table -2

Sl.	Name of the channel	Area/City/Town	Number of subscribers of the Package on 7 th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=[(4)+(5)+(6)+(7)]/4

Table -3

Sl.	Name of the Bouquet of pay channel(s)	Area/ City/ Town	Name of constituent channels of Bouquet of the broadcaster	Number of subscribers of the Package on 7th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]
1.								
2.								

Table -4

S N	Name of the Bouquet of pay channels	Area/ City/ Town	Name of constituent channels of the Bouquet of the broadcaster	Name of Package	Name of constituent channels of Package	Number of subscribers of the Package on 7 th day of the month	Number of subscribers of the Package on 14th day of the month	Number of subscribers of the Package on 21st day of the month	Number of subscribers of the Package on 28th day of the month	Monthly Average Subscriber Level
(1)	(2)	(3)	(4)			(5)	(6)	(7)	(8)	(9)=[(5)+(6)+(7)+(8)]/4
1.										
2.										

Schedule 4(A)

INCENTIVE SUBSCRIPTION SCHEME

Reported Month: _____ State / Union Territory Name: _____ Year: _____

S.No	Name of Bouquet	Name of Package	Name of Pay Channels	LCN Number	LCN Rank	Primary Market	Subscribers of the Channel in the Primary Market	Subscribers of Operator in the Primary Market
1.								
2.								

Note:

- Each 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.
- The Active subscriber base of the Licensee for the primary market for availing the LCN incentive for the month will be provided along with the monthly reports, duly certified.
- The reports shall be generated in non-editable PDF format, with read only permissions.

ANNEXURE A

THE CHANNELS AND GENRES

<u>CHANNEL NAME</u>	<u>GENRE</u>	<u>LANGUAGE</u>
JAYA TV – HD	GEC	TAMIL
JAYA PLUS – SD	NEWS	TAMIL
JAYA MAX – SD	MUSIC	TAMIL
J MOVIE – SD	MOVIE	TAMIL

(For MAVIS SATCOM LIMITED)

(OPERATOR)

ANNEXURE A-1

CHANNEL A-LA-CARTERATE (INR)
M.R.P. PER SUBSCRIBER PER CHANNEL PER MONTH IN INR
(EXCLUDING OF ALL APPLICABLE TAXES)

<u>CHANNEL NAME</u>	<u>NATURE</u>	<u>GENRE</u>	<u>LANGUAGE</u>	<u>M.R.P.</u>	<u>CHANNEL AVAILED (YES / NO)</u>
JAYA TV - HD	PAY	GEC	TAMIL	19.00	
JAYA PLUS - SD	PAY	NEWS	TAMIL	1.00	
JAYA MAX - SD	PAY	MUSIC	TAMIL	3.75	
J MOVIE - SD	PAY	MOVIE	TAMIL	3.75	

Note:

1. Distribution fee is 20% of MRP of subscribed channel / **Bouquet**.
2. **MAVIS SATCOM LIMITED** reserves the right to revise the MRP and/or nature of the A-La-Carte Channels, subject to compliance with the Applicable Laws.
3. **MAVIS SATCOM LIMITED** reserves the right to offer promotion schemes on the Maximum Retail Price of A-La-Carte pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time.

ANNEXURE A-2

BOUQUET PRICE (INR)
M.R.P. PER SUBSCRIBER PER MONTH IN INR (EXCLUDING OF ALL APPLICABLE TAXES)

<u>CHANNEL NAME</u>	<u>NATURE</u>	<u>GENRE</u>	<u>LANGUAGE</u>	<u>M.R.P.</u>	<u>BOUQUET AVAILED (YES / NO)</u>	<u>PRIMARY MARKET FOR LCN INCENTIVE IF AVAILED AS A BOUQUET</u>
JAYA TV - HD	PAY	GEC	TAMIL	10.50		TAMIL NADU & PONDICHERRY
JAYA PLUS - SD	PAY	NEWS	TAMIL			
JAYA MAX - SD	PAY	MUSIC	TAMIL			
J MOVIE - SD	PAY	MOVIE	TAMIL			

Note:

1. Distribution fee is 20% of MRP of subscribed channel / **Bouquet**.
2. **MAVIS SATCOM LIMITED** reserves the right to revise the MRP of **Bouquet** of pay channels, subject to compliance with the Applicable Laws.
3. **MAVIS SATCOM LIMITED** reserves the right to offer promotion schemes on the **Bouquet** of pay channels from time to time at its own discretion. The frequency of such promotional scheme shall not exceed twice in a calendar year and the period of such promotional scheme shall not exceed ninety (90) days at a time. The prices of the A-La-Carte pay channel(s) offered under such promotional scheme shall be considered as maximum retail price(s) during the period of such promotional scheme.

(For MAVIS SATCOM LIMITED)

(OPERATOR)

ANNEXURE B

EQUIPMENT DETAILS

<u>Channels</u>	<u>Digital satellite Receiver No:</u>	<u>Viewing Card No:</u>
JAYA TV - HD		
JAYA PLUS		
JAYA MAX		
J MOVIE		

ANNEXURE C

INCENTIVE SCHEME

If the **Operator** subscribes any of our **Bouquet(s)** and offers the same to the Subscribers on standalone basis or as part of any **Operator** Tier(s)/Package (s), the **Operator** shall be entitled to discount as per Table A below, subject to the following:

- a) If each of the constituent channels of such **Bouquet** are placed in the LCN slabs as per Table B below, and
- b) If each of the constituent channels of such **Bouquet** reaches at least 80% of the Total Subscriber of the Affiliate in the respective Primary Market of the **Bouquet** for the purpose of LCN incentive as detailed in Annexure A-2.

It is hereby clarified that subject to compliance of para (b) above, the **Operator** shall be entitled to have flexibility of placing up to one channel out of the total number of constituent channel(s) of the particular **Bouquet** into different slab. (e.g.: If the **Operator** deploys one channel in Slab 2 of the Incentive Plan as detailed in Table B and deploys all the other constituent channels of the **Bouquet** as per Slab 1 of Table B, then the **Operator** will be entitled for discount on the basis of Slab 1 rate. If the **Operator** deploys more than one channel in Slab 2 and deploys rest of the channels of the **Bouquet** as per Slab 1 then the **Operator** will be eligible for Slab 2 discount).

MAVIS SATCOM LIMITED reserves the right to amend, modify, alter, change, substitute, withdraw and add any of the terms and conditions of any of the Incentive Schemes at its sole discretion. In addition, **MAVIS SATCOM LIMITED** at sole discretion may amend the Incentive Scheme(s) in the event, during the Term, (i) **MAVIS SATCOM LIMITED** launches a New Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a New Channel in this Annexure and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by **MAVIS SATCOM LIMITED** and/ or its current or future subsidiaries, and in such an event **MAVIS SATCOM LIMITED** shall have the right to withdraw and/ or modify this Annexure and/ or the Incentives set out herein in its sole discretion.

Table A
LCN Incentive when subscribed on Bouquet Basis

Particulars	Percentage Incentive	
	Slab 1	Slab 2
Any Bouquet	15%	6%

(For **MAVIS SATCOM LIMITED**)

(**OPERATOR**)

Table B

Genre and Logical Channel Number (LCN)

S.No	Channel Name	Genre	Competing Channels of Other Broadcasters	Slab 1	Slab 2
1	JAYA TV – HD	GEC	SUN TV, Vijay TV, Zee Tamil, Colors Tamil and similar channels	1 to 5	6 to 7
2	JAYA PLUS - SD	NEWS	SUN News, Kalaingar Seithigal, Polimer News, Puthiyathalaimurai, Thanthi TV, News 7 Tamil, News 18 Tamil and similar channels	1 to 5	6 to 7
3	JAYA MAX – SD	MUSIC	SUN Music, 7S Music and similar channels	1 to 5	6 to 7
4	J MOVIE - SD	MOVIE	K TV, Vijay Super and similar channels	1 to 5	6 to 7

**ANNEXURE D
CALCULATION OF MONTHLY SUBSCRIPTION FEES*
(ILLUSTRATIONS)**

INCENTIVE SCHEME NOT AVAILED BY OPERATOR

1. If the **Operator** subscribes Jaya TV-HD on an **A-La-Carte** basis and offers the same to the Subscribers on A-La-Carte basis

MRP of Jaya TV-HD	: Rs. 19.00
Less Distribution Margin @20%	: Rs. 3.80
MAVIS SATCOM LIMITED's share of MRP	: Rs. 15.20
Assuming Monthly Average Subscriber Level	: 10,000
Monthly Subscription Fee	: Rs. 1,52,000/-

2. If the **Operator** subscribes Jaya TV-HD on an **A-La-Carte** basis and offers the same to the Subscribers as part of **Operator's** Tiers(s)/Package(s)

MRP of Jaya TV-HD	: Rs. 19.00
Less Distribution Margin @20%	: Rs. 3.80
MAVIS SATCOM LIMITED's share of MRP	: Rs. 15.20
Assuming Monthly Average Subscriber Level	: 10,000
Monthly Subscription Fee	: Rs. 1,52,000/-

3. If the **Operator** subscribes **Bouquet** and offers the same to the Subscribers as standalone Tier/Package

MRP of Bouquet	: Rs. 10.50
Less Distribution Margin @20%	: Rs. 2.1
MAVIS SATCOM LIMITED's share of MRP	: Rs. 8.4
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly Subscription Fee	: Rs. 84,000/-

4. If the **Operator** subscribes **Bouquet** and offers the same to the Subscribers as part of **Operator's** Tiers(s)/Package(s)

MRP of Bouquet	: Rs. 10.50
Less Distribution Margin @20%	: Rs. 2.1
MAVIS SATCOM LIMITED's share of MRP	: Rs. 8.4
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly Subscription Fee	: Rs. 84,000/-

*The amounts mentioned above are exclusive of applicable taxes.

INCENTIVE SCHEME AWAILED (SLAB 1) AND CONDITIONS ACHIEVED BY THE OPERATOR

5. If the **Operator** subscribes **Bouquet** and offers the same to the Subscribers as standalone Package and also satisfies the minimum **Bouquet** reach in the primary market for the respective **Bouquet**.

MRP of Bouquet	: Rs. 10.50
Less LCN Incentive (15% on MRP) Slab1	: Rs. 1.575
Nett MRP of Bouquet	: Rs. 8.925
Less Distribution Margin @20%	: Rs. 1.785
MAVIS SATCOM LIMITED's share of MRP	: Rs. 7.14
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly Subscription Fee	: Rs. 71,400/-

6. If the **Operator** subscribes **Bouquet** and offers the same to the Subscribers as part of the **Operator's** Tier(s)/Package(s) and also satisfies the minimum **Bouquet** reach in the primary market for the respective **Bouquet**.

MRP of Bouquet	: Rs. 10.50
Less LCN Incentive (15% on MRP) Slab1	: Rs. 1.575
Nett MRP of Bouquet	: Rs. 8.925
Less Distribution Margin @20%	: Rs. 1.785
MAVIS SATCOM LIMITED's share of MRP	: Rs. 7.14
Assuming Monthly Average Subscriber Level of the Package	: 10,000
Monthly Subscription Fee	: Rs. 71,400/-

*The amounts mentioned above are exclusive of applicable taxes.

**ANNEXURE E-1
CAS VENDOR DECLARATION FORM**

[On the letterhead of CAS Vendor]

TO WHOMSOEVER IT MAY CONCERN

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

Date of CAS Installation:
CAS ID:

CAS Version:
NETWORK ID:

We hereby confirm that the above mentioned CAS installed at above mentioned headend meets the addressable system requirements specified in Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated March 3, 2017 (as amended) including but not limited to the following:

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

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

Thanking you,

For (CAS company name)

(Signature)

Name:

Designation: (not less than a level of COO or CEO or CTO)

Encl: As above

Company seal

(For MAVIS SATCOM LIMITED)

(OPERATOR)

ANNEXURE E-2
SMS VENDOR DECLARATION FORM

[On the letterhead of SMS Vendor]

TO WHOMSOEVER IT MAY CONCERN

This is to certify M/s _____, having its office at _____ and DAS headend at _____ has installed SMS from our Company for its digital cable network, a snapshot of which is provided below:

Date of SMS Installation:

SMS Version:

We hereby confirm that the above mentioned SMS installed at above mentioned headend meets the addressable system requirements specified in Schedule III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated March 3, 2017 (as amended) including but not limited to the following:

1. The SMS is currently in use by other pay television services that have an aggregate of at least 1 million subscribers in the global pay TV market.
2. The SMS has the capacity to handle at least 1 million subscribers in the system.
3. We have the technical capability in India to be able to maintain their system on 24x7 basis through the year.
4. This SMS is independently capable of generating log of all activations and deactivations.
5. We are able to provide monthly log of activations and deactivations on a particular channel or on a particular package / Bouquet.
6. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be redeployed.
7. The SMS is capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
8. This SMS is capable of giving the reporting, at any desired time, amongst others, about the history of the data (including logs of all activations and deactivations) for the period of last 2 years for every channel and Bouquet

Please find enclosed sample log of all activations & deactivations of a particular channel generated from this SMS system. Thanking you,
For (SMS company name)

(Signature)

Name:

Designation: (not less than a level of COO or CEO or CTO)

Encl: As above

Company seal

(For MAVIS SATCOM LIMITED)

(OPERATOR)

ANNEXURE F
EXECUTION REQUIREMENTS

1. **If the Licensee is an individual or a sole proprietor:**
 - (i) Photograph of the proprietor of the Applicant firm.
 - (ii) Proof of residence – Passport / Voter’s ID Card/ration card/Electricity bill /Income Tax Returns.
 - (iii) Self attested copy of Passport / Voters ID / PAN Card / driving license for signature verification.
 - (iv) Copy each of DAS License, GST Registration, TAN No., and Entertainment Tax Registration Number.
 - (v) Declaration Form from the **Operator**’s CAS vendor as per enclosed format^ (refer Annexure E-1).
 - (vi) Declaration Form from the **Operator**’s SMS vendor as per enclosed format* (refer Annexure E-2)
 - (vii) Copy of CAS &SMS integration certificate specifying the date of integration.

2. **If the Licensee is a partnership firm:**
 - (i) Certified true copy of the registered Partnership Deed.
 - (ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
 - (iii) Photograph of the signatory.
 - (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
 - (v) Copy of DAS License, GST Registration, TAN No., Entertainment Tax Registration Number.
 - (vi) Declaration Form from the **Operator**’s CAS vendor as per enclosed format^ (refer Annexure E-1).
 - (vii) Declaration Form from the **Operator**’s SMS vendor as per enclosed format* (refer Annexure E-2)
 - (viii) Copy of CAS &SMS integration certificate specifying the date of integration.

3. **If the Licensee is a company:**
 - (i) The Certificate of Incorporation – certified by the Company Secretary /Director.
 - (ii) Memorandum and Articles of Association of the company.
 - (iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
 - (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
 - (v) Photograph of the signatory.
 - (vi) Copy each of DAS License, GST Registration, TAN No., and Entertainment Tax Registration Number.
 - (vii) Declaration Form from the **Operator**’s CAS vendor as per enclosed format^ (refer Annexure E-1).
 - (viii) Declaration Form from the **Operator**’s SMS vendor as per enclosed format* (refer Annexure E-2)
 - (ix) Copy of CAS &SMS integration certificate specifying the date of integration.

4. **If the Licensee is a Hindu Undivided Family “HUF”**
 - (i) The photograph of the Karta.
 - (ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
 - (iii) The names of all coparceners and his/her relation with the Karta.
 - (iv) Relevant documents, including any Partition Deed, Family Settlement Deed etc.
 - (v) Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
 - (vi) Copy each of DAS License, GST Registration, TAN No., Entertainment Tax Registration Number.
 - (vii) Declaration Form from the **Operator**’s CAS vendor as per enclosed format^ (refer Annexure E-1).
 - (viii) Declaration Form from the **Operator**’s SMS vendor as per enclosed format* (refer Annexure E-2)
 - (ix) Copy of CAS &SMS integration certificate specifying the date of integration.

5. **If the Licensee falls into the “Other” category**
 - (i) Copy each of DAS License, GST Registration, TAN No., and Entertainment Tax Registration Number.
 - (ii) Such documents as may be required by **MAVIS SATCOM LIMITED**
 - (iii) Declaration Form from the **Operator**’s CAS vendor as per enclosed format^ (refer Annexure E-1).
 - (iv) Declaration Form from the **Operator**’s SMS vendor as per enclosed format* (refer Annexure E-2)
 - (v) Copy of CAS &SMS integration certificate specifying the date of integration.

^Separate declaration forms for each CAS installed at the headend in case of multiple CAS being used

*Separate declaration forms for each SMS installed at the headend in case of multiple SMS being used

ANNEXURE G
SCOPE OF THE AUDIT

I. Processes and systems walk through:

Understand and Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems in the integrated CAS and SMS system:

- Customer acquisition Form
- Updation of CAS in SMS system
- Integration of SMS system with CAS system
- Activation and De-activation of the channels/packages to the customer in authentication, billing and SMS system
- Bouquet / Subscriber Package change request process
- Package creation
- Mapping channels to Packages
- Mapping service id of channels
- Verification of logs generated for simulation cases in SMS and CAS system
- Customer Retention process, if any
- Deactivation and churn process
- Cycle of report's generation for submitting subscribers details
- Network configuration overview

II. Head End Audit:

Operator shall provide Complete Accurate Schematic Diagram of their Head End, Earth Stations, Systems and Processes for Audit and Auditing Purpose. **Operator** 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.
- All TS from MUX should be encrypted for the territory.
- **Operator** to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
- All Pay Channels IRDs to be provided to **Operator**'s by Company should have SDI/Composite/ SDI output only.
- Company should not give IRDs with ASI/IP output or CAM Module.

III. CAS Audit:

Operator will make available accurately as under:

- All requirements as per Schedule A of this Agreement
- CA system certificate to be provided by **Operator**.
- CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- **Operator** 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.
- Reconcile of CAS database / Subscriber Package-wise) with SMS database.
- Review and certify that all activation is done only from SMS and no activation / deactivation from direct CAS system,
- Review and reconcile de-active subscriber / STB between CAS and SMS system
- **Operator** should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.
- Complete CAS logs to be provided for the period under review.

Review and understand query used for live extraction of data from CAS for the period under audit.

IV. SMS Audit:

- SMS and CAS should be fully integrated.
- All product authorization must be from SMS only.
- All requirements as per Schedule A of this Agreement
- Reconcile SMS data with CAS data.
- Complete SMS logs to be provided for the period under review.

Review and understand query used for live extraction of data from SMS for the period under audit.

1. Parameters to be validated but not limited only to, during the audit

- a. Review Complete Network Diagram
- b. Undertaking from **Operators** for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
- c. Check the number of MUX's installed with active TS outputs. Also check whether all TS from MUX are encrypted.
- d. Review whether Live diagram / fiber details of network are captured in SMS system
- e. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- f. Review the subscribers activation/ de-activation history in the SMS system
- g. Validate if the SMS is integrated with CAS.
- h. Validate if independent logs/report can be generated for active and de-active VCs with the product/channels active in both SMS & CAS.
- i. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- j. Review the Electronic Programming Guide to check LCN and genre of all Channels
- k. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to the Company/ Aggregators.
- l. Review of the following reports is supported by SMS and CAS:
 1. Total no of Subscribers – active & de-active separately
 2. De-active subscribers with ageing
 3. Channel wise Subscribers - total
 4. Channel wise Subscribers – split by Bouquet / Subscriber Package
 5. Revenue by Bouquet, Subscriber Package or A-La-Carte Channel
 6. Subscriber/Revenue Reports by State/City
 7. No of Bouquets / Subscriber Package offered
 8. List of Channels / rates of each Bouquet / Subscriber Package
 9. Rate Card Options offered / Attached with active Subscribers
 10. Historical data reports
 11. Free / demo Subscribers details
 12. Exception cases – active only in SMS or CAS

Review and understand the process followed by the **Operator** to compute and arrive at the monthly average subscriber numbers reported to **MAVIS SATCOM LIMITED**.

V. STB Audit: As per **Schedule A** of this Agreement

VI. Distribution Network Audit: The **Operator** should provide below information in detail:

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

VII. Anti-Piracy Measure: As per **Schedule B** of this Agreement

VIII. Subscriber Audit

1. Provide system generated Channel-wise and Bouquet / Subscriber package –wise report of channels for the platform in non- editable format. 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
2. Analyze declaration reports.
3. Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
4. Analyze the computation of average subscribers
5. Ascertain the average subscribers for a specific period by generating a report for the given period in the presence of the representative/auditors.
6. Analysis of the following - :
 - a) Input and change controls of customer data into SMS
 - b) SMS user access controls – authentication, authorization and logging
 - c) Analyze system logs to identify any significant changes or trail of changes made
 - d) Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication

- and billing systems
- e) Review the system logic for the reports which are inputs to Broadcaster declarations.
 - f) Channel allocation/fixation to a particular LCN and Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
 - g) Activation and deactivation request logs, opening and closing numbers of the active subscribers for a specific period (report to be taken in front of the auditors/ rep).
 - h) Confirmation of the numbers on the middle of the month on a random chosen dates
 - i) Report to be extracted in front of the auditors/ representatives of both parties
 - j) Live Demo of the queries being put in to the system to generate different reports.
 - k) List of CAS and SMS used by **Operator**.

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

X. Obtain any other data requirement which would come up during the process of audit.

WEB COPY NOT FOR EXECUTION

**ANNEXURE H
AREA AUTHORISED FOR SERVICE & LIST OF
AFFILIATED CABLE OPERATORS**

WEB COPY NOT FOR EXECUTION

(For MAVIS SATCOM LIMITED)

(OPERATOR)