

**SUBSCRIPTION AGREEMENT (HEAD END IN THE SKY (HITS))**

<b>FOR EENADU TELEVISION OFFICE USE ONLY</b>	
<b>AGREEMENT No</b>	:
<b>SMS REFERENCE No</b>	:
<b>CUSTOMER REFERENCE ID</b>	:

This Subscription Agreement ("Agreement") is executed on this \_\_\_\_ day of \_\_\_\_\_ 2015 by and between:

**EENADU TELEVISION PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, and having its registered office at # 1-10-76, Fair Fields, Begumpet, Hyderabad, Telangana State – 500016 and Corporate Office at Ramoji Film City, Hayath Nagar Mandal, Ranga Reddy District, Telangana State– 501 512 [hereinafter referred to as "**BROADCASTER**" or "**ETV**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns];

And

**M/s.** \_\_\_\_\_, is a Company incorporated under the Indian Companies Act, 1956, having its Registered office at \_\_\_\_\_ and Correspondence office at \_\_\_\_\_

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").

Operator's Status: Company  Partnership Firm  Proprietorship Firm  Individual  HUF  Other  Society

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

**WHEREAS:**

1. ETV owns and operates Seven Satellite Television Channels in Telugu language viz... ETV, ETV-Andhra Pradesh, ETV-Telangana and going to launch four more channels viz,,, ETV-Plus, ETV-Life, ETV-Cinema and ETV-Abhiruchi and is desirous of distributing the Channels, inter alia, to the Cable Operators authorized to retransmit signals of satellite television channels, inter alia to its HITS operators across India.
2. The Operator is a HITS Operator providing HITS service across India.
3. The Operator is desirous to subscribe the Subscribed Channels for further retransmission to the subscribers (directly or through affiliated cable operators) and ETV is willing to provide signals of the Subscribed Channels to the Operator for further retransmission to the subscribers (directly or through affiliated cable operators) based on the terms and conditions provided herein.

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

**1. 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. **"Applicable Laws"** means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- II. **"Bouquet" or "Bouquets"** means package(s) of channels, from amongst the Channels, offered by ETV, as are listed in Annexure A1- of this Agreement.
- III. **"Conditional Access System" or "CAS"** means conditional access system installed, within India at the Operator's head end that enables the Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- IV. **"Cable Operator"** means any person who provides Cable Services through a Digital Addressable Cable Television Network or otherwise controls or is responsible for the management and operation of a Digital Addressable Cable Television Network and fulfills the prescribed eligibility criteria and conditions and is an authorized link cable operator of the operator. The cable operator after downlinking encrypted signals of channels from a HITS Operators. HITS Distribution System does the onward distribution of the channels to subscribers through its Digital Addressable Cable Television Network. Cable Operator means MSO (Multi System Operator) and LCO (Last Cable Operator).
- V. **"Cable Services"** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- VI. **"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.
- VII. **"Channels"** means the satellite television channels listed in Annexure A1 of this Agreement.
- VIII. **"Commercial Establishment"** means any premises wherein any trade, business or any work in connection with, or incidental or ancillary thereto, is carried on and includes a society registered under the Societies Registration Act, 1860 (21 of 1860), and Charitable or other trust, whether registered or not, which carries on any business, trade or work in connection with, or incidental or ancillary thereto, journalistic, printing and publishing establishments, educational, healthcare or other institutions run for private gain, theatres, cinemas, restaurants, eating houses, pubs, bars, residential hotels, malls, airport lounges, clubs or other places of public amusements or entertainment.
- VIII (a) **"Commercial Subscribers"** means (i) hotels with ratings of three star and above, (ii) heritage hotels (as specified in the guidelines for classification of hotels issued by Department of Tourism, Government of India), (iii) any other hotel, motel, inn and other commercial establishments providing boarding and lodging having fifty or more rooms; and (iv) in respect of programs of a ETV telecast on the occasion of special events for common viewing, any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of fifty persons.
- IX. **"Confidential Information"** means any confidential information disclosed by the ETV to the Operator while the Operator is participating in the affairs/business of ETV and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by ETV during the Term.
- X. **"Digital Addressable Cable Television Network"** means a Cable Television Network enabled with Digital Addressable System.
- XI. **"Digital Addressable System"** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent in an encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the Subscriber within limits of the authorization made, through the Conditional Access System, and the Subscriber Management System, on the explicit choice and request of such Subscriber, by the Cable Operator to the Subscriber.
- XII. **"Equipment"** means equipment comprising of digital satellite receivers/professional integrated receiver decoder (PIRDs) with SDI output together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in Annexure A3 hereto at the sole cost of the Operator, which enables the Operator decrypt the encrypted signals of the Subscriber Channels.

- XIII. **"HITS"** means multi channel downlinking and distribution of Television programme in C-Band or Ku Band, wherein the channels are down linked at a central facility (Hub Teleport) located within India and again uplink to satellite after encryption of channels. At the cable head end these encrypted pay channels are downlinked using single satellite antenna, transmodulated and sent to the subscribers by using land based transmission system comprising of infrastructure of cable/optical fibers network in an encrypted form, which can be decided 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 requests of each subscriber.
- XIV. **"HITS Distribution System"**: means the head end installed by a HITS Operator for receiving encrypted signals of the channels from designated satellite(s) through the Integrated receiver decoders of such channels and then re-encrypting such signals and uplinking them to designated satellite hired by such HITS Operator from which, the affiliated Cable Operators or such HITS Operator itself can downlink the signals of such channels to their Digital Addressable Cable Television Network for onward distribution to subscribers through such Digital Addressable Cable Television Network.
- XV. **"HITS Operator"** means an operator licensed by the MIB to provide HITS service to subscribers.
- XVI. **"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.
- XVII. **"MIB"** means the Ministry of Information & Broadcasting & Government of India.
- XVIII. **"Monthly License Fees"** means the monthly license fee payable by the Operator to ETV in terms of Clause 5 of this Agreement.
- XIX. **"Tier"** or **"Packages"** means various packages offered by the Operator to the Subscribers comprising of channels of various Broadcasters.
- XX. **"STB"** means the Operator provided and/or the Operator authorized QAM 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 Cable Television Network of the Cable Operator affiliated with the Operator or through the Digital Addressable Cable Television Network of the Operator.
- XXI. **"Subscriber"** means a person who receives signals of Subscribed Channels through a STB at a place indicated by such person to the operator/a cable operator affiliated with the Operator 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 through a cable operator affiliated with the operator shall be treated as one Subscriber.
- XXII. **"Subscribed Channels"** means the channels from amongst the Channels and/or Bouquet 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 Bouquet listed in **Annexure A-1** to this Agreement.
- XXIII. **"Subscriber Management System"** or **"SMS"** means a central system or device, located within India, 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. SMS shall always be in compliance of the technical specifications as laid out in TRAI's interconnection Regulations and amendment, thereto or any other applicable laws and regulations.
- XXIV. **"Subscriber Reports"** means the monthly Subscriber reports to be provided by the Operator to ETV in terms of Clause 11 of this Agreement.
- XXV. **"ETV Marks"** shall mean all Intellectual Property owned or used by the ETV or its affiliates or ETVs from time to time in connection with the Channel/Subscribed Channels, including, without limitation, the trade names and trademarks specified by the ETV itself, or on behalf of its subscribers of ETVs or otherwise notified in writing by ETV from time to time.
- XXVI. **"TDSAT"** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- XXVII. **"Technical Specifications"** means the technical specifications set forth in **Schedule 1** to the Agreement and to which, the STBs, CAS and SMS must comply with.
- XXVIII. **"Term"** means the period as mutually agreed between ETV and the Operator, and set out in Annexure – A2, unless terminated earlier in accordance with the provisions of this agreement.
- XXIX. **"Territory"** means the entire territory of India.
- XXX. **"TRAI"** means the Telecom Regulatory Authority of India.
- XXXI. **"BROADCASTER"** means the respective owner(s) of any channel from amongst the channels.
- XXXII. **"Effective Date"** means \_\_\_\_ day of \_\_\_\_\_ 2015.

XXXIII. "Viewing Cards" means operator provided and/or operator authorizes microchip for use with Set Top Box (STB) for Conditional Access of Channels described by the operator.

XXXIV. "Execution Requirements" means all documents/information required by ETV, from the Operator to facilitate execution of the Agreement and includes all documents/information listed in Annexure – B of the agreement.

## 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".

## 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 License Fees, ETV 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 to the Subscribers (either directly or through affiliate 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 HITS Distribution 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, Cable (analogue), DTH,PPV, NVOD, SVOD, VOD, personal computer, mobile telephony, or any technology now available or which may become available in future are reserved by the ETV.

## 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 HITS Distribution System, either directly or through affiliated cable operators.
- II. The Operator shall raise monthly invoices on the Subscribers and/or affiliated Cable operators towards subscription of the channels (from amongst the Subscribed Channels) and the Operator shall collect such invoiced monthly fees from the Subscribers and/or affiliated Cable operators.
- III. Within seven (7) days of end of each Month, the Operator shall provide opening, closing and average number of subscribers for that month, based on which the ETV shall raise an invoice on the Operator. (or) The Operator shall furnish SMS Report pertaining to a Calendar month, on or before the 7<sup>th</sup> of the subsequent month.
- IV. The Operator shall not provide signals to any MSO/CO/LCO/LMO who has committed default in payment of subscription fees to the ETV.
- V. Irrespective of the Operator's collection of the invoiced monthly amounts from the Subscribers and/or affiliated Cable operators the Operator shall pay the Monthly License Fees to ETV, in a timely manner.
- VI. The Operator shall ensure uplinking of high quality encrypted signal of the Subscribed Channels to its hired satellite and further retransmission of such high quality encrypted signal of Subscribed Channels to the Subscribers (either directly or through its affiliated cable operator).
- VII. The Operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its HITS Distribution System and shall regularly provide to the ETV with updated piracy reports.
- VIII. The Operator shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favorably by Operator with respect to competing channels on a genre basis.
- IX. The Operator shall not insert any advertisements for communications/dissemination along with the programmes of ETV nor shall above/permit the cable operators to insert advertisements.

## 5. MONTHLY LICENSE FEES:

- I. The a-la-carte and bouquet "Rate" (Rates) per Subscriber is set out in **Annexure A1** to this Agreement. The rates mentioned in the Annexure – A1 to this Agreement, as referred to below, are exclusive of all taxes and levies.
- II. For each month or part thereof during the Term of the Agreement, the Operator shall pay to the ETV the Monthly License Fee as detailed in Annexure – A2.
- III. The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.
- IV. For the purpose of the calculation of the Monthly License Fee payable to the ETV, subscriber's means, for any calendar month, each SET Top Box, which is availing the subscribed channel through the operator.
- V. All payments collected by the ETV from the Operator shall be on First in First out (FIFO) basis.

## 6. CALCULATION OF MONTHLY LICENSE FEE:

- (i) **Subject to any agreement between the parties to the contrary**, In case the Operator avails one or more of Bouquet(s) of ETV.
- a). If the Operator offers the opted Bouquet(s) as a whole to its Subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the **Annexure A1 of this agreement**, multiplied by the number of Monthly Average Subscriber Level availing the Bouquet(s).
  - b). If the Operator does not offer such opted bouquet(s) as a whole to its subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to ETV for such entire opted bouquet by the Operator shall be calculated on the basis of the subscribed channel in such Bouquet which has highest subscriber base amongst the channels comprised in such bouquet.
- (ii) In case the Operator avails one or more or all channels of ETV on a-la-carte rate basis:
- a) If the Operator offers the Subscribed channels on a-la-carte basis to its subscribers, the Monthly License Fee for such a-la-carte Subscribed channels shall be equal to the a-la-carte rate as set out in the **Annexure A1 of this agreement**, multiplied by the number monthly average number of subscribers availing the channels on a-la-carte basis.
  - b) If the Operator does not offer such opted a-la-carte channel(s) as a-la-carte to its subscriber but offers the a-la-carte subscribed channel(s) in packages, then the payment to ETV for each of the a-la-carte subscribed channels shall be calculated on the basis of subscribed base of the package in which such opted a-la-carte channel has been placed.
- (iii) In case the Operator avails one or more channels on a-la-carte rate basis and also opts for different Bouquet not comprising of channels opted on a-la-carte basis of ETV:
- a) For bouquet(s), the monthly license fee shall be calculated on the basis of Clause 6(i) above.
  - b) For a-la-carte Subscribed channels, the monthly license fee shall be calculated on the basis of Clause 6(ii) above.
- (iv) The a-la-carte rate and Bouquet rates of the Channels shall be subject to amendments by the ETV during the Term in accordance with any applicable notification/orders issued by any applicable authority or any order of the TDSAT or an order of any other court having appropriate jurisdiction, as the case may be.
- (v) Any discounts or similar offerings made by the Operator to the Subscribers in respect of the Subscribed channel(s) shall be at the sole cost and expense of the Operator.
- (vi) ETV reserves the right to revise the Tariffs of the HD Channels Monthly License Fees during the Term.

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

## 7. PAYMENT TERMS:

- (a) ETV shall raise monthly invoices on the Operator, for the Subscribed Channels by the Operator under this Agreement. Accordingly, ETV, shall raise monthly invoices towards the applicable Monthly License Fees, together with applicable taxes, for the concerned month on the Operator within 7 (seven) days of receipt of the Subscriber Report of the Operator.
- (b) In case the Operator fails to provide the applicable Subscriber Report within the prescribed period of seven (7) days, ETV shall have the right to raise a provisional invoice on the Operator (such provisional invoice amount to be not more than the last invoice raised by ETV on the Operator and reconciliation shall be undertaken by the Parties once the applicable Subscriber Report is received from the Operator) and the Operator shall be under obligation to pay the Monthly License Fees on the basis of such provisional invoice. The Operator understands and acknowledges that non-receipt of dispatched invoices from the ETV shall not relieve the Operator from its obligation to make the payments of the Monthly License Fees within the Due Date (as defined below). In the event the Operator does not receive the invoice for a particular Month (as defined below) by the 15<sup>th</sup> day of such month, then the Operator shall promptly intimate to ETV about the same and request for issuance of duplicate invoice. All such communication shall mandatorily be addressed /marked to the attention of Authorised Officer of the ETV. Additionally, the Operator shall make payment of provisional Monthly License Fees (such amount to be not more than the last payment made by the Operator to the ETV towards Monthly License Fees) and reconciliation shall be undertaken by the Parties once the applicable invoice is received by the Operator from ETV.
- (c) The Operator shall pay to the ETV the Monthly License Fee in arrears within fifteen (15) days of receipt of invoice from the ETV ("**Due Date**"), without any deduction except deduction of withholding tax/TDS as provided in this Agreement. Such payment shall be made in the name of "**Eenadu Television Private Limited**" and shall be valid discharge of liability towards ETV towards payment of Monthly License Fees for the applicable month. It is understood and mutually agreed upon that for the purpose of this Agreement, the month shall start from 1<sup>st</sup> day of each calendar month and end on the 30th/31st day (as the case may be) of such month ("**Month**"). The Monthly License Fees are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at the Operator's cost and shall be charged at the prevailing rates by the ETV, to the Operator.
- (d) 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 the ETV, to initiate against the Operator applicable legal proceedings available to the ETV under Applicable Laws. Additionally, any due payment from the Operator post expiry of the Due Date shall attract interest at the rate of 24% (twenty four percent) per annum until the date of the due payment, along with the applicable interest, is paid in full. The imposition and collection of

interest on late payments does not constitute a waiver of the Operator's obligation to pay the Monthly License Fee by the Due Date, and the ETV, shall retain all of its other rights and remedies under the Agreement and/or Applicable Laws.

- (e) If under applicable Indian tax laws, any payments from Operator to the ETV are subject to deduction of withholding taxes, then the Operator shall (i) deduct/withhold the applicable withholding tax amount in the name of the ETV whose PAN number is AACCM7226P, (ii) remit/deposit such deducted withholding tax amount to the applicable Indian tax authority in the name of the ETV within the due dates prescribed under the applicable Indian tax law, and (iii) within the applicable statutory period as per the applicable Indian tax law, deliver all documents to the ETV evidencing such statutory deductions.
- (f) No cash payments shall be made by the Operator towards the Monthly License Fees or any other dues whatsoever. However in the event a cheque is issued by the Operator and such cheque is dishonoured or not approved or returned due to any reason whatsoever, without prejudice to the rights available to the ETV under Applicable Laws, the Operator shall be liable to pay to the ETV, an amount of not less than Rs.1,500/- for each such dishonoured, disapproved or rejected cheque.
- (g) The Operator shall have no right to withhold or claim adjustment/set off Monthly License Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against ETV.

#### 8. DELIVERY AND SECURITY:

- (i) The Operator shall retransmit the signals of the Subscribed Channels to the Subscribers in a securely and encrypted manner. The Operator undertakes to carry the Subscribed Channels in its entirety, in the order and at the time transmitted by the ETV without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-through or crawls, deletions or additions, except as authorized in advance in writing by the ETV, including for any electronic program guide as referenced in Clause **Error! Reference source not found** below. The Operator shall not retransmit any portion of the Subscribed Channels except as specifically authorized by the ETV. Subject to Applicable Laws, the ETV has the right to alter any or all of the Subscribed Channels, including the names, logos of the Subscribed Channels, the programming exhibited on the Subscribed Channels and the mode of offering of the Subscribed Channels.
- (ii) The transmission specifications and infrastructure allocated in respect of the broadcast signal of the Subscribed Channels by the Operator to the Subscribers shall be no worse than that of the signal of any other channel within the same genre on its HITS Distribution system platform.
- (iii) It is expressly agreed that the Operator shall only offer all/any Subscribed Channels at all times during the Term to the Subscribers as a linear television service only on a 24 hour per day, 7 day per week, 365(6) days a year basis, with effect from such Subscribed Channels being activated at the Subscriber's end on account of it being offered in a Package or such Subscribed Channels being availed on a-la-carte basis by the Subscriber, till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to such Subscribed Channel(s) or Packages containing such Subscribed Channel(s) in accordance with Applicable Laws/extant regulations. Provided that the Operator shall keep such Subscribed Channel(s) or Packages containing such Subscribed Channel(s) active at the Subscriber's end for a minimum period of six (6) months from the date such Subscriber has subscribed to such Subscribed Channel(s) or Packages containing such Subscribed Channel(s), however, subject to availability of the Subscribed Channel(s) on the HITS Distribution System of the Operator. It is agreed that no independent advertising shall be inserted by the Operator and the Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.
- (iv) The Operator shall provide access to the Subscribed Channel(s) on a non-discriminatory basis.
- (v) It is clarified that the Operator shall offer the Subscribed Channel(s) to Subscribers on as-is basis and shall not offer any of the Subscribed Channel(s) on the basis of any specific programming event, feature, characteristic or attribute. The Operator shall cause continuous distribution of the Subscribed Channel(s) to all Subscribers during telecast without blacking it out or interfering with it in any manner whatsoever.

#### 9. ANTI-PIRACY:

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Subscribed 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 ETV.
- (ii) To ensure the Operator's ongoing compliance with the maintenance and implementation of the Security Systems set out in the Agreement, ETV may require technical audits ("**Technical Audit(s)**") conducted by an independent security technology auditor approved by ETV in writing no more than twice during the Term, at ETV's cost and expense. If the results of any Technical Audits are not found to be satisfactory by either the Operator or ETV, then ETV shall work with the Operator in resolving the issues in the next fourteen (14) business days. If a solution is not reached at by then ETV, may, in its sole discretion, suspend the Operator's right to distribute the Subscribed Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to ETV's satisfaction on behalf of ETV. 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 ETV's satisfaction.
- (iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Subscribed Channels, distributed / transmitted through its HITS Distribution System 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 Subscribed Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Operator at the time the Subscribed Channels are made available. If the Operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, the Operator shall within 10 minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, notify ETV, and the Operator shall also switch off the concerned STB to prevent such unauthorized use. However, use of a STB 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 STB 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 ETV, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/subscriber indulging in piracy, within 10 minutes from the time it receives such Information instruction from ETV. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the Parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "information" may even be provided by the ETV through other means of communications such as telephonic message, fax etc. and the said "information" shall later be confirmed by ETV through e-mail and the Operator shall be under obligation to act upon such information.
- (vi) ETV plans to actively combat piracy of the Channels in the Territory and the Operator undertakes to work closely and provide all such assistance to ETV, as may be reasonably required by ETV in that regard. The Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in **Schedule 2**.

#### 10. SUBSCRIBER REPORTS:

- (i) The Operator shall maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS. The Operator shall provide to ETV complete and accurate opening and closing subscriber monthly reports for the Subscribed Channels and the Package containing the Subscribed Channels within seven (7) days from the end of each month in such format as is set forth in **Annexure C** attached hereto or in such format as may be specified by ETV from time to time along with such other information as ETV may require for determining the Monthly Average Subscriber Base and the Monthly License Fees.
- (ii) Such Subscriber Reports shall be system generated only through SMS and CAS and the same should be in a pre-defined read only format such as a suitable PDF format which cannot be manually edited and shall specify all information required to calculate the Monthly Average Subscriber Level. The Subscriber Report shall include the correct and updated details of the Cable Operators served by the Operator, such Cable Operators' down line link operators & their territory of operation, subscriber count, details of the subscribed channels & packages and the Monthly License Fees payable to ETV. Such Subscriber Reports 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. Any difference between the SMS and CAS reports shall have to be reconciled to the satisfaction of the ETV. Such provisioning of Subscriber Report shall constitute material obligation on the part of the Operator.
- (iii) The Operator shall also include in its Subscriber Report, comprehensive details of all incidents of piracy and signal theft involving the Operator's HITS Distribution System, 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 the Operator to provide to ETV the Subscriber Reports shall survive termination of this Agreement until ETV receives the Subscriber Reports for each relevant month for which any Monthly License Fees is payable.
- (iv) 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 ETV to verify and ascertain (i) veracity of the Subscriber Reports supplied by Operator pursuant to this Clause, (ii) the payments due to ETV hereunder, and (iii) Operator's compliance with its anti-piracy obligations as set out in this Agreement.

#### 11. AUDIT:

- (i) ETV's representatives shall have the right, not more than twice during the Term, to review and / or audit the SMS, CAS, other related systems and records of SMS of the Operator relating to the Subscribed Channels for the purpose of verifying the correctness of the information contained in Subscriber Reports and Operator's full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional license fees are payable to ETV, the Operator shall immediately pay such additional license fees, as increased by interest levied at the rate of twenty four percent (24%) per annum. If any license fees due for any period exceed the Monthly License Fees reported by the Operator to be due for such period by 2% (two percent) or more, the Operator shall pay all of ETV's costs incurred in connection with such review and/or audit, and take any necessary actions to avoid such errors in the future.
- (ii) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.
- (iii) ETV's auditors shall also have the right to review or audit the books of accounts and records of Operator relating to the Subscribed Channels, once during the Term, for the purpose of verifying the correctness of the amounts payable to ETV under this Agreement and the correctness of the information contained in Subscriber Reports. The scope of such Audit shall be as set out in **Annexure F**. If such review or audit reveals that additional fees are payable to ETV ("Additional Fees determined by Commercial Audit"), Operator shall immediately pay such Additional Fees determined by Commercial Audit, as increased by interest levied at the rate of twenty four percent (24%) per annum. If such Additional Fees determined by Commercial Audit is more than five percent (5%) of the Monthly License Fees for the applicable period already paid by Operator to ETV, the Operator shall pay all of ETV's costs incurred in connection with such review and/or audit, and undertake to take any necessary actions to avoid such errors in the future. Further in such a case where there is a discrepancy of 5% or more, as detailed in this clause, ETV shall be permitted to be undertake such review/audit carried once in every quarter henceforth, however at the ETV's sole discretion. For the sake of clarity, if such quarterly review/audit shows any discrepancy," then the Operator shall be liable to reimburse the ETV's costs incurred in connection with such review and/or audit.
- (iv) The Operator shall provide full cooperation to ETV's Auditors in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to the Operator's facilities and systems including but not limited to SMS, CAS, IT systems and providing documents as may be required by the Auditors. The Operator shall have no objection to Auditors carrying/using their own equipment's, systems including but not limited to laptop, software & hardware for conducting such audit and shall be provided with free ingress and egress from the premises where in such audit is conducted. This 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.
- (v) 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;
- (c) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
- (d) administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of programming packages;
- (e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
- (f) Enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

## 12. TERM & TERMINATION:

- (i) The Agreement shall be valid for the Term with respect to each Subscribed Channel.
- (ii) Either Party has a right to terminate this Agreement by a written notice, subject to Applicable Laws, 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 HITS Distribution System license or any other material license necessary for the Operator to operate its HITS Distribution System for providing HITS service being revoked at any time other than due to the fault of the Operator.
- (iii) ETV shall have the right to forthwith terminate this Agreement in the event (a) the Operator breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; and/or (c) ETV discontinues the Subscribed Channels with respect to all distributors and provides the Operator with at least ninety (90) days prior written notice.
- (iv) The Operator shall have the right to terminate this Agreement on written notice to ETV if the Operator discontinues its HITS Distribution System and provides at least ninety (90) days prior written notice.
- (v) ETV 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 winding up proceedings initiated against the Operator;
  - (b) In the event of assignment of the Agreement by the Operator without prior written approval of the ETV;
  - (c) If the Operator voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels through its HITS Distribution System (including but not limited to entering into an agreement/arrangement with another ETV for operational and/or administrative and/or funding purposes, etc.);
  - (d) In the event ETV is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the ETV 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 ETV to provide the Subscribed Channels to the Operator under the terms of this Agreement.
- (vi) ETV's rights to terminate the Agreement shall be without prejudice to ETV's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

## 13. CONSEQUENCES OF EXPIRY/TERMINATION:

- (i) Upon expiry/termination of the Agreement:
  - (a) ETV, shall disconnect/deactivate signals of the Subscribed Channels to the Operator's HITS Distribution System;
  - (b) The Operator shall within seven (7) days of the expiry/termination pay to ETV 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 ETV, under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 24% 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.
  - (c) The Operator shall immediately return the Equipment of the Subscribed Channels to ETV in good working condition failing which the Operator shall be liable to compensation/damages, equivalent to the Monthly License Fees last paid by the Operator, for each month of delay, on a pro-rata basis,
  - (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.
- (ii) 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.

## 14. EQUIPMENT:

- (i) ETV, shall at the request of the Operator supply or cause to be supplied the Equipment to the Operator or has already supplied such Equipment directly or through suppliers nominated by it. The Equipment shall at all times remain the sole and exclusive property of respective ETV.
- (ii) In the event the Operator merges or amalgamate with another entity or ceases to operate its HITS Distribution System, the Equipment supplied by ETV, to the Operator shall be returned forthwith to ETV. In case the Equipment are damaged due to negligence of the Operator, ETV, shall be authorized to recover the actual repair cost from the Operator and in the event the Equipment are beyond repair, the Operator shall be liable to pay to ETV 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 ETV, are 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.



- (iv) The Operator may be required to purchase from ETV or from the ETV's approved vendors, the integrated receiver decoders that shall be in compliance with the Technical Specifications or, depending on availability, ETV, may provide on loan to the Operator such integrated receiver decoders subject to payment of activation fee and annual maintenance fee, as applicable, at the sole discretion of ETV. The integrated receiver decoders provided by ETV shall at all times remain the property of the ETV.

#### 15. ADDITIONAL CHARGES FOR THE EQUIPMENT:

- (i) In the event the Operator requests, ETV may, supply or cause to supply the Equipment to the Operator in terms of ETV's then applicable policy. At its discretion, ETV may require the Operator to make the following payments against delivery of the Equipment:
- Processing Fee:** ETV may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel as per ETV then applicable policy.
  - Courier/Taxes:** The Operator shall pay the courier charges, octroi, taxes and other applicable levies and transportation charges for the Equipment.
  - Refundable Security Deposit:** ETV may require the Operator to pay an amount of Rs.4,500/- towards Decoder and Rs.1,000/- for Viewing Card or such amount as may be determined by ETV from time to time, for each digital satellite receivers/integrated receiver decoder and viewing card provided by ETV to the Operator under this Agreement. Such refundable security deposit amount shall be refunded by ETV to the Operator upon expiry or earlier termination of the Agreement, subject to the Operator returning the digital satellite receivers/integrated receiver decoder and viewing card in perfect working condition (reasonable wear and tear acceptable) and also subject to ETV setting off the refundable security deposit amount, or part thereof, with any amount receivable by ETV 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 ETV 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 ETV of the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

#### 16. REVISION OF RATES/MONTHLY LICENSE FEES:

- The Monthly License Fees payable by the Operator to ETV shall automatically be revised if during the Term a revision of the A-LA- CARTE rates and/or bouquet rates mentioned in **Annexure A1** 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
- ETV reserves the right to revise the Monthly License Fees, if during the Term there is addition/deletion in the Subscribed Channels and ETV revises the Tariffs of the HD Channels.

#### 17. REPLACEMENT/CONVERSION OF CHANNEL:

- ETV 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. ETV 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 of new channel. If any channel is removed replaced or added to the list of Channels, the Monthly License Fee payable shall be proportionately adjusted. For avoidance of doubt it is hereby clarified that ETV shall use its best commercial endeavors to provide reasonable notice to the Operator with respect to removal or replacement of the Subscribed Channels, provided however that failure to provide any such notice to the Operator shall not be deemed a breach of ETV's obligations hereunder. Additionally, the Operator hereby undertakes not to involve ETV and indemnify ETV from any claim/damage/legal proceedings that may be brought against the Operator by any of the Subscriber on account of such Removed Channels (with or without prior notification) and/or increase, if any, in the subscription rates that the Operator may choose to levy on the Subscriber.
- 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 Subscribed channel is converted into a free-to-air channel, as applicable, the Monthly License Fee payable shall be proportionately adjusted.

#### 18. REPRESENTATIONS AND WARRANTIES OF ETV:

- ETV represents to the Affiliate that it has the requisite powers and authority to enter into the Agreement, and to fully perform its obligations hereunder.
- As on date of this Agreement, the Channels are registered in the Territory with MIB and with any other authority as required under Applicable Law and that the Channels have obtained permission for down linking from the MIB and such permissions are in force as at the date hereof.
- The distribution of the Channels is allowed in the Territory.
- No court or tribunal or any other authority has passed an order forbidding the distribution of the Channels in the Territory, directly.
- It shall keep Affiliate informed of any order or direction of any authority or court or tribunal suspending, banning or forbidding the distribution of the Channels.

#### 19. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR:

- (i) The Operator represents warranties and undertakes the following to ETV:
- The Operator has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
  - 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.
  - The Operator has a valid and subsisting license from the applicable statutory authority which permits operation of the Operator's HITS Distribution System and the Operator undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to ETV, as and when called upon to do so by ETV.
  - It shall provide the following upon execution of the Agreement:-

- CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure D**); and
- SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure E**).
- e. The Operator's HITS Distribution System shall not use any such equipment which is identified as unlawful or which renders network Security vulnerable.
  - f. The Operator undertakes to encrypt the signals of the Subscribed Channels with the best encryption technology available from time to time and in any case with such encryption which is at par with international industry standards.
  - g. 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.
  - h. The Operator undertakes to carry all language feeds of the Subscribed Channels.
  - i. The STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs, and their installed CAS microchip, shall prohibit use of digital outputs.
  - j. The Operator shall provide the accurate Subscriber Reports and pay the accurate Monthly License Fees, together with applicable taxes, a timely manner, failing which, the Operator shall be liable to pay applicable interest along with the due payment.
  - k. The Operator shall not retransmit the Subscribed Channels via any medium other than its HITS Distribution System.
  - l. The Operator shall not offer any pay channel(s) from amongst the Subscribed Channels as a free to air channel to the Subscriber.
  - m. the Operator shall make available to ETV, every month, logs containing channel wise history of all the activations and de-activations of all the STBs/viewing cards/smart cards for each month from the CAS and SMS logs/databases. These logs/reports, in electronic form, must be verified and authenticated by the CAS provider personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.
  - n. the Operator shall ensure that no activations or deactivations shall be performed or initiated directly in the CA system. All such actions must be routed through SMS only.
  - o. the Operator shall provide the ETV, for anti-piracy monitoring of every Subscribed Channel/Package distributed by the Operator, 10 STBs for which the ETV shall pay applicable charges.
  - p. the Operator undertakes not to distribute the Subscribed Channels (either directly or indirectly through its Cable Operators) to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.
  - q. The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to ETV delivering the signals of Subscribed Channels to the Operator of a quality sufficient to permit the Operator to reasonably comply with such standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify ETV of any degradation to any of the Subscribed Channels' signals.
  - r. The Operator shall ensure that EPG functionality, user interface and on screen display appears at the Subscriber's option provided such interface appears at the bottom part of the screen and doesn't cover more than 10 % of the television screen from bottom.
  - s. The Operator undertakes that while retransmitting signals of the Subscribed Channels through its HITS Distribution System in the manner contemplated under this Agreement, the Operator shall mandatorily use its on-screen visible watermark/logo.
  - t. The Operator shall not superimpose or otherwise add any third party promotions, programs, data, content, copyright, trademarks, trade name, logos, names and/or licenses on the Subscribed Channels at the time of retransmission, except the Operator's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more than 5% of the space on screen from the right and 5% from the bottom or shall hamper the visual of the channels in any manner.
  - u. 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.
  - v. 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 programmes for resale or deal in any copied programmes and shall immediately notify the ETV, of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by the ETV, to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to Subscribers using STBs with PVR/DVR facilities. However, cloud based PVR/DVR facilities is prohibited. Further, the Operator undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature and shall be encrypted & not play on any other device(s).
  - w. The Operator undertakes not to 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.
  - x. The Operator undertakes not to place the Subscribed Channel(s) next to any pornographic or gambling channel or included in any package or tier that contains any channel with pornographic content or any gambling Service.
  - y. it shall always encourage the Subscribers/consumers to subscribe/avail and view all the Subscribed Channel(s). Operator further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscriber Channel(s), nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of ETV and/or the Subscribed Channel(s).
  - z. The Operator undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of the ETV. 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 ETV and shall indemnify Authorized Agent against any damage, destruction, theft or loss of the Equipment.
  - aa. 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.
  - bb. The Operator undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of the ETV and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the ETV, in the event of any mechanical/technical fault in the Equipment
  - cc. Upon expiry/termination of the Agreement, the Operator undertakes to return to ETV the Equipment in good working condition and pay to ETV all outstanding payments that may be payable to ETV under the Agreement on the date of termination.
  - dd. Upon change in the designated satellite of the Subscribed Channels, the Operator undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
  - ee. The Operator undertakes to promptly intimate the ETV, of any change in ownership or sale of the business/assets of the Operator.

- ff. The Operator undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to the ETV and/or its representatives for inspection/audit upon reasonable notice. The Operator undertakes to provide all assistance to the ETV for conducting survey to determinate the actual subscriber base of the Operator. The Operator undertakes to furnish and submit to ETV all information and/or documents as may be required by Authorized Agent from the Operator from time to time.
- gg. 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 HITS Distribution System, however, subject to separate commercial arrangement between the Parties.
- hh. The Operator undertakes to abide, implement and ensure compliance with the Applicable Laws.

**20. ADVERTISING AND PROMOTIONS:**

- i. ETV grants to the Operator the non-exclusive right during the Term to use the ETV Marks solely in connection with the marketing and promotion of the Subscribed Channels and in a manner that has been pre-approved by the ETV.
- ii. The Operator undertakes to give:
  - a) an equivalent amount of marketing support for the Channels/Subscribed Channels as it provides to other channels of the same genre;
  - b) similar treatment to all Channels in all advertising material whereby Channel/Subscribed Channels 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/Subscribed Channels for participation in events and promotions that the Operator/affiliate Cable Operator undertakes subject to commercial agreement for each event.

**21. 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 the relevant ETV of each Subscribed Channel or its respective affiliated companies or licensor. The Operator shall not acquire any proprietary or other rights in the Intellectual Property to which the ETV or its associates or subsidiaries or ETVs assert proprietary or other rights, which ETV 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 the ETV. Marketing materials generated by the Operator may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Operator. Such marketing materials shall require the prior written approval of the ETV. The Operator shall not acquire any proprietary or other rights over the Marks, and agrees not to use the ETV Marks without prior written consent of the ETV. Unless notified to the contrary by the ETV, 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 the ETV. 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 the ETV, as applicable. ETV 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 the ETV, resembles any of the Intellectual Property. The Operator shall include appropriate copyright and other legal notices as the ETV may require, and shall promptly call to the attention of the ETV 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 the ETV or, at ETV'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 the ETV are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to the ETV/ETVs (or its designee) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property. To the extent permissible by law, the Operator hereby appoints the ETV its lawful attorney-in-fact irrevocably to carry out any legal action required to cancel any registration or application for registration obtained or made by the Operator for the Intellectual Property pertaining to ETV/ Service Provider and the Subscribed Channels as mentioned in this clause or to cause all of the Operator's interest in such registrations or application to be transferred to the ETV/ETVs ( or its designee), it being acknowledged that such power is a power coupled with an interest.

**22. LIMITATION OF LIABILITY:**

- i. Notwithstanding anything 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.

**23. CONFIDENTIALITY:**

The Operator shall keep in strict confidence any Confidential Information received by it from ETV 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 ETV and the Operator shall not acquire any rights in the Confidential Information.

#### **24. 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, 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.

#### **25. 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 ETV by virtue of this Agreement or by ETV's delivery of the Subscribed Channels to the Operator. This Agreement between ETV and the Operator is on principal to principal basis and is terminable in nature.

#### **26. 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.

#### **27. ASSIGNMENT:**

(i) Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of ETV, 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 ETV to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.

(ii) ETV 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 ETV vis a vis the Operator. Such assignment by ETV shall be effective on and from the date as communicated in writing by ETV to the Operator.

#### **28. 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 non-furnishing is due to failure of equipment, satellite action or natural calamity.
- iii. ETV 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, licenses 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, licenses and permissions throughout the Term.
- iv. The Operator acknowledges and accepts that ETV 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 termination of the Agreement.

#### **29. 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.

#### **30. 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 ETV 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 ETV shall be addressed in the attention of "Legal Head", Eenadu Television Private Limited, Ramoji Film City, Hayath Nagar Mandal, Ranga Reddy district-501 512, Telangana State.

#### **31. 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. In matters which are outside the jurisdiction or purview of Telecom Disputes Satellite and Appellant Tribunal (TDSAT), New Delhi, courts in Ranga Reddy Courts Complex, NTR Nagar shall have territorial jurisdiction.

**32. ENTIRE UNDERSTANDING/ MODIFICATIONS:**

The Agreement along with its Schedules and Annexes 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 the event the Parties fail to mutually agree upon such amendment, ETV shall have the right to terminate this Agreement without any further obligation towards the Operator.

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

**For and on behalf of**  
**M/s. Eenadu Television Private Limited**

**For and on behalf of**  
**M/s. \_\_\_\_\_**

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

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EENADU TELEVISION PRIVATE LIMITED - WEBSITE COPY NOT FOR EXECUTION

## SCHEDULE-1

### Technical Specifications

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

##### **(A) STB Requirements:**

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

##### **HD Set-Top-Box Requirements:**

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

##### **(B) Fingerprinting Requirements:**

1. The finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.
8. The Overt finger printing and On screen display (OSD) messages of the respective ETVs should be displayed without any alteration with regard to the time, location, duration and frequency.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.
11. If any piracy is reported by ETV, the Operator shall deactivate the STB and Viewing Card in 10 to 20 minutes of such reporting.

##### **(C) CAS & SMS Requirements:**

1. The current version of the Conditional Access System should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
5. The CA provisioning company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
  - a) Unique Customer Id
  - b) Subscription Contract no
  - c) Name of the subscriber
  - d) Billing Address
  - e) (e Installation Address
  - f) Landline no
  - g) Mobile No
  - h) Email-id
  - i) Service /Package subscribed to
  - j) Unique STB No
  - k) Unique VC No

8. The SMS should be able to undertake the:
  - a) Viewing and printing historical data in terms of the activations, deactivations, etc.
  - b) Location of each and every STB/VC unit
  - c) The SMS should be capable of giving the reporting at any desired time about:
    - i. The total no subscribers authorized
    - ii. The total no of subscribers on the network
    - iii. The total no of subscribers subscribing to a particular service at any particular date
    - iv. The details of channels opted by subscriber on a-la carte basis
    - v. The package wise details of the channels in the package
    - vi. The package wise subscriber numbers
    - vii. The ageing of the subscriber on the particular channel or package
    - viii. The history of all the above mentioned data for the period of the last 2 years
9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
12. The SMS should be able to generate itemized billing such as content cost, rental of the equipment, taxes etc.
13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.
15. The Operator shall provide a copy of its CAS & SMS certification from the Authorized vendor of such CAS & SMS service.
16. Upon request by ETV, the Operator shall put its water mark logo on Subscribed Channels.
17. The Operator shall co-operate and co-ordinate with ETV's anti-piracy team to curb the piracy of Channels in its network or piracy of channels being done using the signals of the Operator. If required, the operators shall also accompany the ETV Anti-piracy team to jointly investigate and take appropriate action to curb piracy.

For and on behalf of  
M/s. Eenadu Television Private Limited

For and on behalf of  
M/s. \_\_\_\_\_

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

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EENADU TELEVISION PRIVATE LIMITED - WEBSITE COPY NOT FOR EXECUTION

## 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 Distribution System.

#### **2. STBs, VCs, Systems and Procedures**

- 2.1 In order to ensure that each STB 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 ETV and as reasonably requested from time to time.
- 3.2 The Operator shall ensure that all STBs should support both visible and covert types Finger printing and should be compatible for running Fingerprinting whether operated by the Operator or by ETV.
- 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 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 ETV; ETV 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 ETV 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 ETV 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 ETV to prevent or combat such Piracy Event.
  - 5.2.2 If the Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of ETV, where ETV shall be one of the parties to such action, it shall notify ETV in writing and seek ETV’s prior written consent. Where ETV consents to the Operator taking legal or other action on behalf of ETV, the Operator shall keep ETV fully informed of the progress of such action. The Operator shall not settle, attempt to settle or otherwise compromise the rights of ETV or its affiliates without the prior written consent of ETV.
- 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 ETV 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.

For and on behalf of  
M/s. Eenadu Television Private Limited

For and on behalf of  
M/s. \_\_\_\_\_

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

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**ANNEXURE A-1  
RATES PER SUBSCRIBER PER MONTH**

**BOUQUET RATE:**

TICK HERE ( )	Bouquet No	CHANNEL	RATE PER SUBSCRIBER PER MONTH
( )	1	ETV, ETV-Andhra Pradesh, ETV-Telangana, ETV-Cinema, ETV-Plus, ETV-Life and ETV-Abhiruchi	26.14
( )	2	ETV, ETV-Telangana, ETV-Cinema, ETV-Plus, ETV-Life and ETV-Abhiruchi	24.00
( )	3	ETV, ETV-Andhra Pradesh, ETV-Cinema, ETV-Plus, ETV-Life and ETV-Abhiruchi	24.00
( )	4	ETV-Cinema, ETV-Plus, ETV-Life and ETV-Abhiruchi	18.09
( )	5	ETV, ETV-Andhra Pradesh & ETV-Telangana	8.09
( )	6	ETV & ETV-Telangana	5.96
( )	7	ETV & ETV-Andhra Pradesh	5.96

**A-LA-CARTE RATE:**

TICK HERE ( )	SL. NO.	CHANNEL	RATE PER SUBSCRIBER PER MONTH
( )	1	ETV	5.73
( )	2	ETV-Andhra Pradesh	3.20
( )	3	ETV-Telangana	3.20
( )	4	ETV-Cinema	9.66
( )	5	ETV-Plus	5.97
( )	6	ETV-Life	5.97
( )	7	ETV-Abhiruchi	5.46

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

**Note:** This rate card is filed in compliance with the interim order dated 18<sup>th</sup> April, 2011 of the Hon'ble Supreme Court of India and is under protest and without prejudice to EENADU TELEVISION's rights to increase the a-la-carte and bouquet rates prescribed for Digital Addressable Systems, subject to the final outcome of the Civil Appeal nos 2847-2854 of 2011 pending adjudication before the Hon'ble Supreme Court of India and/or any other proceedings initiated by M/s. Eenadu Television Private Limited and/or any other broadcaster/entity inter alia, in relation to The Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable Systems) Tariff Order, 2010 dated July 21, 2010.

**SCHEDULE: REGISTRATION DETAILS OF THE HITS OPERATOR AND ETV**

<b>WIRELESS Operational License No.</b>	
<b>HITS License No.</b>	
<b>Valid From Valid up to</b>	
<b>PAN No</b>	
<b>Service Tax Registration No</b>	
<b>TAN No</b>	
<b>Entertainment Tax Registration No</b>	

<b>CORRESPONDENCE ADDRESS</b>	<b>INSTALLATION ADDRESS</b>
Contact Person: Mr.	Contact Person: Mr.
<b>Telephone No.</b>	<b>Telephone No.</b>
<b>Mobile No:</b>	<b>Mobile No.</b>
<b>FAX No</b>	<b>FAX No</b>
<b>E-mail ID:</b>	<b>E-mail ID:</b>

**ETV REGISTRATION AND OTHER DETAILS**

<b>PAN NO</b>	AACCM7226P
<b>SERVICE TAX REGISTRATION NO</b>	AACCM7226PSD001
<b>CIN No &amp; Website:</b>	U92111TG1991PTC012643 – www.etv.co.in
<b>DATE OF ISSUE</b>	

For and on behalf of  
M/s. Eenadu Television Private Limited

For and on behalf of  
M/s. GRANT INVESTRADE LIMITED

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

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**ANNEXURE A-2**

**TERM & MONTHLY LICENSE FEE:**

		<b>D</b>	<b>D</b>	<b>M</b>	<b>M</b>	<b>Y</b>	<b>E</b>	<b>A</b>	<b>R</b>		<b>D</b>	<b>D</b>	<b>M</b>	<b>M</b>	<b>Y</b>	<b>E</b>	<b>A</b>	<b>R</b>	
<b>Item (1): TERM</b>	From	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	To	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Item (2): Monthly License Fee:**

For and on behalf of  
M/s. Eenadu Television Private Limited

Authorised Signatory

In the presence of

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2. ....

For and on behalf of  
M/s. ....

Authorised Signatory

In the presence of

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TELEVISION PRIVATE LIMITED - WEBSITE COPY NOT FOR EXECUTION



**ANNEXURE B**

**EXECUTION REQUIREMENTS**

**1. If the Operator 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 /Adhaar
- III. Self-attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
- IV. Copy each of Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or HITS License (whichever is applicable), Service Tax Registration, TAN No and Entertainment Tax Registration Number.

**2. If the Operator is a partnership firm:**

- I. Firm Certificate
- II. Certified true copy of the registered Partnership Deed.
- III. 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.
- IV. Photograph of the signatory.
- V. Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- VI. Copy of Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or HITS License (whichever is applicable), Service Tax Registration, TAN No., Entertainment Tax Registration Number.

**3. If the Operator 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/3 Directors 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 Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or HITS License (whichever is applicable), Service Tax Registration, TAN No., Entertainment Tax Registration Number.

**4. If the Operator 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 Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or HITS License (whichever is applicable), Service Tax Registration, TAN No., Entertainment Tax Registration Number.

**5. If the Operator falls into the “Other” category:**

- I. Copy each of Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or HITS License (whichever is applicable), Service Tax Registration, TAN No, Entertainment Tax Registration Number.
- II. Such documents as may be required by ETV.

**6. If the operator is a Society:**

- I. Registration Certificate
- II. Bye-Law
- III. Resolution Infavour of Authorised Signatory
- IV. Identification Proof (ID) of Authorised Signatory
- V. Residence Proof of Authorised Signatory.

For and on behalf of  
M/s. Eenadu Television Private Limited

For and on behalf of  
M/s. \_\_\_\_\_

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

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## ANNEXURE C Subscriber Report Format

### CHANNELS OFFERED ON A-LA-CARTE BASIS

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

### CHANNELS OFFERED AS PART OF PACKAGE

Sl. No	Package Name		Channel(s) contained therein		Opening Subscriber No.		Closing Subscriber No.		Average	
	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

### TOTAL OFFERING ON A-LA-CARTE/PACKAGE BASIS

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

### DETAILS OF MONTHLY ACTIVATION/DE-ACTIVATION

MONTH:

YEAR:

Sl.No	Channel Name	Code No. of STBs deactivated within that month		Code No. of STBs activated within that month		Incremental addition / deletion	
		As Per CAS	As Per SMS	As Per CAS	As Per SMS	As Per CAS	As Per SMS

### AGEING

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

### DETAILS OF PACKAGES:

MONTH:

YEAR:

Sl.No	Name of the Packages available on the 1st day of the month				Name of the Packages discontinued during the month				Name of the Packages created during			
	As per CAS	Channel Name	As per SMS	Channel Name	As per CAS	Channel Name	As per SMS	Channel Name	As per CAS	Channel Name	As per SMS	Channel Name
	Name of the Packages available on the last day of the month											
Sl. No	As per CAS	Channel Name	As per SMS	Channel Name								

For and on behalf of  
M/s. Eenadu Television Private Limited

For and on behalf of  
M/s. \_\_\_\_\_

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

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1. ....

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**ANNEXURE D**

**CA declaration form (On the letterhead of the CAS Company)**

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s \_\_\_\_\_, address at \_\_\_\_\_  
\_\_\_\_\_ having its head end at \_\_\_\_\_  
has installed Conditional Access System (CAS) from our company for its HITS platform.

Date of CAS Installation: \_\_\_\_\_ CAS Version: \_\_\_\_\_

CAS ID: \_\_\_\_\_, NETWORK ID: \_\_\_\_\_

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

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

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

Thanking you,

For (CAS company name)

(Signature)

Name: \_\_\_\_\_

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

Company seal:

For and on behalf of  
M/s. Eenadu Television Private Limited

For and on behalf of  
M/s. \_\_\_\_\_

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

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**ANNEXURE E**

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

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s \_\_\_\_\_, Registered office address \_\_\_\_\_  
\_\_\_\_\_ having its head end at \_\_\_\_\_

has installed SMS from our Company for its HITS platform.

Date of SMS Installation: \_\_\_\_\_

SMS Version: \_\_\_\_\_

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

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

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

Thanking you,

For (SMS company name)

(Signature)

Name: \_\_\_\_\_

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

Company seal:

For and on behalf of  
M/s. Eenadu Television Private Limited

For and on behalf of  
M/s. \_\_\_\_\_

Authorised Signatory

Authorised Signatory

In the presence of

In the presence of

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## **ANNEXURE F**

### **Scope of Audit**

#### **Head End Audit**

- . Operator should 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 ETV should have SDI/Composite/ SDI output only. ETV should not give IRDs with ASI/IP output or CAM Module.

**CAS Audit:** Operator to provide all below information correctly:

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

#### **III. SMS Audit:**

- . All product authorization must be from SMS only.
- . SMS and CAS should be fully integrated.
- . The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
  - § Unique Customer Id
  - § Subscription Contract number
  - § Name of the subscriber
  - § Billing Address
  - § Installation Address
  - § Landline telephone number
  - § Mobile telephone number
  - § Email id
  - § Service/Package subscribed to
  - § Unique STB Number
  - § Unique VC Number
- . The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
- . Location of each and every set top box VC unit
- . The SMS should be capable of giving the reporting at any desired time about:
  - § The total no subscribers authorized
  - § The total no of subscribers on the network
  - § The total no of subscribers subscribing to a particular service at any particular date.
  - § The details of channels opted by subscriber on a-la Carte basis.
  - § The package wise details of the channels in the package.
  - § The package wise subscriber numbers.
  - § The ageing of the subscriber on the particular channel or package
  - § The history of all the above mentioned data for the period of the last 2 years
- 1. Following parameter should be validated during the audit
  - (i) Review Complete Network Diagram
  - (ii) Undertaking from Operators for all SMS and CAS installed at Head end – issue of Multiple CAS / SMS
  - (iii) Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking
  - (iv) Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted. Review whether Live diagram / fibre details of network are captured in SMS system
  - (v) To check if Operator specific coding / ID is available for Finger Printing
  - (vi) Confirm whether watermarking network logo for all pay channels are inserted at encoder end only
  - (viii) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
  - (ix) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
    - . Unique Subscriber ID
    - . Subscriber Contract Details – No, Term, Date, Name, Address & contact details

. Hardware details

- (x) Review the subscribers activation/ de-activation history in the SMS system
- (xi) Validate if the SMS is integrated with the Conditional Access ("CA") system.
- (xii) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
- (xiii) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
- (xiv) Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
- (xv) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- (xvi) Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
- (xvii) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to ETV.
- (xviii) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates,
- (xix) Review of the following reports are supported by SMS & CA System.

- a. Total no of Subscribers – active & de-active separately
- b. De-active subscribers with ageing
- c. Channel wise Subscribers - total
- d. Channel wise Subscribers – split by package
- e. Revenue by Package / Channel
- f. Subscriber/Revenue Reports by State/City
- g. No of packages/services offered
- h. List of Channels / rates of each package
- i. Rate Card Options offered / Attached with active Subscribers
- j. Historical data reports
- k. Free / demo Subscribers details
- l. Exception cases – active only in SMS or CA system

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

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

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

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

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

- . The OVERT Finger Printing should not be removable by pressing any key from the remote.
- . The OVERT Finger printing should be on the top most layer of the video.
- . The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- . The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
- . The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
- . The Finger printing should be possible on global as well as on the individual STB basis.
- . The Overt finger printing and On screen display (OSD) messages of the respective ETV should be displayed by the Operator without any alteration with regard to the time, location, duration and frequency.
- . Covert finger printing should be available.
- . No common interface Customer Premises Equipment (CPE) to be used.
- . The STB should have a provision that OSD is never disabled.

**Commercial Audit\***

1. Provide system generated channel-wise and package-wise reports of channels for the platform in a non-editable format.
2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
  - . Customer acquisition
  - . Provisioning of the subscriber in authentication, billing and SMS system
  - . Scheme / package change request process
  - . Customer Retention process, if any
  - . Deactivation and churn process
3. Understand/ Verify the various schemes / packages being offered to customers
  - . Obtain details of all approved schemes / packages and add on which are being offered to customers
  - . Interactions with the Operator's marketing and sales team on how the various channels are being marketed
  - . Any special marketing schemes or promotions
  - . Details of the consumers subscribing to the various schemes/ packages, including 'demo'/ free/ complimentary/ testing/ promotional subscribers
4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
  - . Generation of reports for subscriber declaration for Channels/ bouquets
  - . Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:
  - . Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems)
  - . Analyze the computation of average subscribers
  - . Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors
6. Analysis of the following - :
  - . Input and change controls of customer data into SMS
  - . SMS user access controls – authentication, authorization and logging
  - . Analyze system logs to identify any significant changes or trail of changes made
  - . Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
  - . Review the system logic for the reports which are inputs to ETV declarations
  - . Channel allocation/fixation to a particular LCN/CDN
  - . Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
  - . Sample of activation and deactivation request logs
  - . Opening and closing numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep)
  - . Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties)
  - . Live Demo of the queries being put in to the system to generate different reports.
  - . List of CAS and SMS used by Operator in its area of operation. Incase more than one CAS and SMS system is used by Operator, then understand and analyze how multiple markets are segregated, controlled, reported and invoiced
  - . Similarly, list of head-ends of the operator providing services in its areas of operation and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.
  - . In case of multiple CAS being used by Operator, to understand synchronization between multiple CAS and SMS.

For and on behalf of  
M/s. Eenadu Television Private Limited

For and on behalf of  
M/s. \_\_\_\_\_

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