**REFERENCE INTERCONNECT OFFER OF TV18 BROADCAST LIMITED**
**Pursuant to clause 7(1) of Chapter III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated 3rd March 2017**

This Reference Interconnect Offer ("**RIO**") is being published by TV18 Broadcast Limited ("**Broadcaster**"), through its Authorized Representative, IndiaCast Media Distribution Private Limited ("**IndiaCast**"), specifying the technical and commercial terms and conditions for retransmission of Broadcaster's channels through digital addressable platforms, in compliance with The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, and The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 ("hereinafter collectively referred to as **TRAI Regulations**"). Distribution Platform Operators ("**DPOs**") desirous of re-transmitting signals of the channels distributed by Broadcaster, through IndiaCast ("**Channels**"), may seek interconnection for the Channel(s) on the basis of this RIO. This RIO shall be effective 18th August 2022.

Every DPO desirous of availing signals of Channel(s), for retransmitting the same through such DPO's digital distribution platform, shall not be in default of payment to Broadcaster, through IndiaCast, in terms of Clause 3(2) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, and such DPO shall make a written request to the concerned person, from amongst the following persons designated by Broadcaster, through IndiaCast *(for the applicable digital distribution platform in the applicable region)*, by submitting the duly filled in application form which is available at http://www.indiacast.com/india. While submitting the application form, the requesting DPO shall also submit documentary evidence/technical compliance report showing that such DPO's digital distribution platform meets the requirements specified in the Schedule III and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, and **Annexure G** of the Interconnection Agreement which is attached herewith.

(i) For Digital Addressable Cable Television Networks:

| Sr. No. | Designated Person | Contact Number | Email | Region |
|---|---|---|---|---|
| 1 | Anshul Pareek | +91 9873714957 | Anshul.Pareek@indiacast.com | North *(i.e., Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Delhi, Uttar Pradesh, Uttarakhand, Madhya Pradesh, Chandigarh and Ladakh)* |
| 2 | Mukesh Singh | +91 9830052153 | Mukesh.Singh@indiacast.com | East *(i.e., Chhattisgarh, West Bengal, Odisha, Bihar, Jharkhand, Assam, Sikkim, Meghalaya, Tripura, Mizoram, Manipur, Nagaland and Arunachal Pradesh)* |
| 3 | Kishore Shetty | +91 9833782995 | Kishore.Shetty@Indiacast.com | West *(i.e., Gujarat, Maharashtra, Goa, Dadra and Nagar Haveli and Daman and Diu)* |
| 4 | Shahnawaz Mohammad | +91 9963778822 | Shahnawaz.Mohammad@Indiacast.com | South-1 *(i.e., Karnataka, Andhra Pradesh and Telangana)* |
| 5 | Perumal Varadhan | +91 9739355655 | Perumal.Varadhan@Indiacast.com | South-2 *(i.e., Kerala, Tamil Nadu, Puducherry, Andaman & Nicobar Islands and Lakshadweep)* |

(ii) For DTH Service / HITS Service / IPTV Service:

| Sr. No. | Designated Person | Contact Number | Email | Region |
|---|---|---|---|---|
| 1 | Manish Jetley | +91 9167833912 | Manish.Jetley@Indiacast.com | For any State(s) and/or Union Territory(ies) in India |
| 2. | Jatinder Khanna | +91 9810334063 | Jatinder.Khanna@indiacast.com | |

**Note: If a DPO is an MSO and/or a DTH operator and/or a IPTV operator and/or a HITS operator, then it shall execute separate interconnection agreement for each type of its digital distribution platform for availing signals of the Channel(s).**

Upon receipt of the duly filled in application form from the DPO and/or before providing signals of the Channel(s) to the DPO, if Broadcaster, through IndiaCast, is of the opinion that the digital distribution platform of such DPO does not meet the requirements specified in Schedule III and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, and **Annexure G** of the Interconnection Agreement, then Broadcaster, through IndiaCast, may cause an audit of the DPO's digital distribution platform by M/s Broadcast Engineering Consultants India Limited ("**BECIL**") and/or by any of the auditors empaneled by TRAI, for conducting such audit and provide copy of the report prepared by BECIL / the applicable empaneled auditor to the DPO.

Pursuant to satisfactory completion of the aforementioned requirements Broadcaster, through IndiaCast, and the concerned DPO shall enter into the Interconnection Agreement annexed herewith to enable the DPO to avail and retransmit signals of the Channel(s).

The Interconnection Agreement attached herewith, once fully executed by and between the DPO and Broadcaster, through IndiaCast, shall supersede any prior written understandings/arrangements/agreements between Broadcaster, through IndiaCast, and the concerned DPO regarding retransmission of signals of the Channel(s) through the DPO's Permitted Digital Distribution Platform *(as defined in the Interconnection Agreement)* in the Territory *(as defined in the Interconnection Agreement)*.

If DPO intends to use website copy of RIO based Interconnection Agreement, then DPO must ensure that it signs and sends the then prevalent RIO base Interconnection Agreement to IndiaCast (for and on behalf of Broadcaster) along with relevant information and documents. It is hereby clarified that if any old/earlier version of signed Interconnection Agreement is received by IndiaCast after a new/modified version of RIO based Interconnection Agreement has been uploaded by IndiaCast (for and behalf of Broadcaster) on the website, then such signed Interconnection Agreement received from the DPO shall not be considered by Broadcaster.

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| INTERCONNECTION AGREEMENT |
|---|
| **FOR AUTHORIZED REPRESENTATIVE OFFICE USE ONLY** |
| Agreement No: SA _____ |
| Customer Reference No: _____ |

This Agreement is executed on this _____ day of _____, 20____, by and between:

**TV18 Broadcast Limited**, a company incorporated under the Companies Act, 1956, having its corporate office at Express Trade Towers, Plot No. 15 & 16, Sector 16A, Noida – 201 301, Uttar Pradesh and its registered office at First Floor, Empire Complex, 414 Senapati Bapat Marg, Lower Parel, Mumbai-400013, Maharashtra *(hereinafter referred to as "**Broadcaster**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns)*, through its Authorized Representative, **IndiaCast Media Distribution Private Limited**, a company incorporated under the Companies Act, 1956, having its office at such address as is identified below *(hereinafter referred to as "**IndiaCast**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns)*;

☐ 703, B-Wing, Kaledonia, Opposite Vijay Nagar, Sahar Road, Andheri (East), Mumbai – 400069, Maharashtra

☐ IGL Compound, Ground Floor, Tower No. III, Plot No. 2B, Sector 126, Noida – 201304, Uttar Pradesh

☐ Premises No. 86A,10th Floor, Haute Street, Topsia Road (South), Kolkata – 700046, West Bengal

☐ 3/1, JP Tech Park, 5th Floor, Millers Road, Vasanth Nagar, diagonally opposite to Vikram Hospital, Bengaluru – 560052, Karnataka

***[Note: Applicable address to be identified by Authorized Representative by assigning tick marks (✓)]***

**AND**

DPO: _____

DPO's Status: Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ Other ☐

Registered Address: _____

_____ District: _____; State: _____

Correspondence Address: _____

_____ District: _____; State: _____

Contact Person: _____ Tel. No.: _____ Email id: _____

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

Status of Registrations / Licenses: As per Table 1 below.

**Table 1**

| Status of Registrations / Licenses of the Permitted Digital Distribution Platform | Name of Registrant / License holder | License / Registration No. | Registered area of operation, as per Registration/License *(if applicable)* | Validity | |
|---|---|---|---|---|---|
| | | | | From | To |
| DACS License *(if applicable)* | | | | | |
| DTH License *(if applicable)* | | | | | |
| HITS License *(if applicable)* | | | | | |
| Wireless Operational License *(if applicable)* | | | | | |
| IPTV License *(if applicable)* | | | | | |
| Any Other Applicable License *(please specify in the space below)* • | | | | | |
| Permanent Account Number (PAN) | | | | NA | NA |
| Tax Deduction and Collection Account Number (TAN) | | | | | |
| Entertainment Tax Registration | | | | | |
| Goods and Service Tax No. (GST No.) | | | | | |

*[hereinafter referred to as "**Affiliate**", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in case of a sole proprietorship; the partner or partners for the time being and the heirs,*

_____ & _____ _____

For Broadcaster (through Authorized Representative) For Affiliate

*executors and administrators of the last surviving partner in case of a partnership firm; the successors and permitted assigns in case of a company; and karta and coparcenors in case of a Hindu Undivided Family ("**HUF**")].*

**RECITAL:**

(A) Broadcaster is the owner and is authorized, and/or Broadcaster has been authorized by the applicable owner of the Channels *(having relevant up-linking and/or downlinking permission from the MIB)*, to distribute signals of the Channels in India.

(B) Authorized Representative has been exclusively authorized by Broadcaster to act as the exclusive agent of Broadcaster to distribute the Channels to DPOs authorized to retransmit signals of satellite television channels through their respective channel distribution platform as per license received from the MIB.

(C) Affiliate is a DPO authorized to retransmit signals of satellite television channels through its Permitted Digital Distribution Platform in the Territory.

(D) Affiliate is desirous to subscribe the Subscribed Channels for further retransmission through its applicable Permitted Digital Distribution Platform in the Territory and in this regard has approached Broadcaster (through Authorized Representative).

**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. **DEFINITIONS:** In this Agreement, unless the context requires otherwise, following defined terms shall have such respective meaning as have been assigned to them herein below. Additionally, there are other defined terms in the body of the Agreement and the Annexures attached to this Agreement which shall have such respective meaning as have been assigned to them therein.

   (a) "**Active Subscriber**" shall mean a Subscriber who has been authorized to receive channel(s) available on Affiliate's Permitted Digital Distribution Platform *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)*, as per the SMS of Affiliate's Permitted Digital Distribution Platform and whose set top box has not been denied signals.

   (b) "**Affiliate's Active Subscriber Base**" shall mean the total number of Active Subscribers.

   (c) "**Affiliate's STB**" shall mean Affiliate provided and/or Affiliate authorized set top box *(embedded with CAS microchip)* installed in the premises of an Active Subscriber that allows such Active Subscriber to receive channel(s) in an unencrypted and descrambled manner through Affiliate's Permitted Digital Distribution Platform *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)*.

   (d) "**Applicable Laws**" shall mean all applicable statutes, enactments, acts of legislative or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directives or orders of any Government Authority, statutory authority, tribunal, court or recognized stock exchange in India including without limitation, any local and national laws, treaties, voluntary industry standards (if any) rules, directives, regulations, guidelines, and code of conduct of the MIB, TRAI, Ministry of Communications and Information Technology (MCIT), Department of Telecommunications under MCIT in India (DOT), Department of Electronics and Information Technology (DEITY) that have come into effect, those applicable to any tax, consumer and/or product safety, data piracy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment. For the purpose herein, Government Authority means any government authority, statutory authority, government department, government agency, board, tribunal or court or other entity authorized to make laws, rules or regulations having jurisdiction on behalf of the republic of India or any state and any authority exercising powers conferred by applicable laws, including, without limitation, the TRAI and the MIB.

   (e) "**Agreement**" shall mean this Interconnection Agreement, including the Annexures attached to this Agreement.

   (f) "**Authorized Representative**" shall mean IndiaCast, who has been authorized by Broadcaster to negotiate and execute this Agreement for and on behalf of Broadcaster and to do and/or abstain from doing all such act(s) as may be required in accordance with the provisions of this Agreement and/or TRAI's notifications (including Interconnection Regulations) for and on behalf of Broadcaster.

   (g) "**Average Active Subscriber Base of Package**", with respect to each Package, shall mean the average number of Active Subscribers subscribing to such Package, as shall be ascertained by Subscriber Report submitted by Affiliate in the manner specified in **Annexure H** attached to this Agreement.

(h) "**Average Broadcaster's Subscriber Base**" shall mean the average number of Broadcaster's Subscribers arrived at by averaging Broadcaster's Subscriber count in the Subscriber Report submitted by Affiliate in the manner specified in **Annexure H** attached to this Agreement.

(i) "**A-La-Carte RTA**", shall mean the applicable a-la-carte rate to Affiliate for each Channel, as is mentioned in **Annexure C** attached to this Agreement, which has been arrived at after deducting distribution margin of twenty percent (20%) from the a-la-carte MRP of such Channel.

(j) "**Broadcasting Services**" shall mean dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly.

(k) "**Broadcaster's Subscriber**" shall mean each such Active Subscriber in the Territory, who receives or is entitled to receive signals of channel(s) from amongst the Subscribed Channels at a place indicated by such Active Subscriber. For clarity, each Affiliate's STB receiving or entitled to receive signals of channel(s) from amongst the Subscribed Channels shall be treated as one Broadcaster's Subscriber.

(l) "**Bouquet**" shall mean combination/assortment of two or more Channels, offered by Broadcaster to Affiliate together as a group or as a bundle, as is listed in **Annexure C** attached to this Agreement.

(m) "**Broadcaster's STB**" shall mean each set top unit provided by Broadcaster (through Authorized Representative), together with associated viewing cards and remotes (where applicable) for the Subscribed Channels, details of which are set forth in **Annexure F** attached to this Agreement, which enables Affiliate to decrypt the encrypted signals of the Subscribed Channels.

(n) "**Bouquet RTA**" shall mean the applicable rate to Affiliate for each Bouquet, as is mentioned against each Bouquet in **Annexure C** attached to this Agreement, which has been arrived at after deducting distribution margin of twenty percent (20%) from the MRP of such Bouquet.

(o) "**Cable Service**" shall mean transmission of programs, including retransmission of signals of television channels, through cables.

(p) "**Cable Television Network**" shall mean any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.

(q) "**CAS**" shall mean conditional access system installed at the DPO's head-end/earth station *(which is fully integrated with SMS)* that enables subscribers of the DPO's Permitted Digital Distribution Platform to access and to view channel(s) available on the DPO's Permitted Digital Distribution Platform for retransmission and also prevents unauthorized viewers from accessing such channels.

(r) "**Channels**" shall mean the satellite television channels listed in **Annexure B** attached to this Agreement.

(s) "**Confidential Information**" shall mean any confidential information disclosed by Broadcaster/Authorized Representative to Affiliate and any such other confidential and proprietary information, including the terms and conditions of this Agreement, disclosed by Broadcaster/Authorized Representative during the Term with respect to Affiliate retransmitting the Subscribed Channel(s) in the Territory through Affiliate's Permitted Digital Distribution Platform.

(t) "**Digital Addressable System**" shall mean 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 Cable Television Network can be sent by a MSO to its Subscriber *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)* in an encrypted form, which can be decoded by device(s) having an activated CAS at the premises of the Subscriber within limits of the authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber.

(u) "**Digital Addressable Cable Television Network**" shall mean a Cable Television Network enabled with Digital Addressable System.

(v) "**DTH operator**" shall mean a company that has been granted license by the Central Government to provide DTH Service;

(w) "**DTH Service**" shall mean distribution/re-transmission of signals of television channels in Ku-band *(or any other band as approved by the MIB)*, through satellite system, directly to Subscriber's premises without passing through an intermediary such as a LCO or any other distributor of television channels, by using a digital addressable direct to home platform owned

and operated by DTH operator, comprising of 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 channels can be sent in encrypted form and decoded by device(s) having an activated CAS at the premises of the Subscriber within the limits of authorization made, through the CAS and the SMS, on the explicit choice and request of such Subscriber;

(x) "**DPO**" shall mean any MSO or HITS operator or DTH operator or IPTV operator which has the relevant license from the appropriate statutory authority to operate its Digital Distribution Platform and is authorized to retransmit signals of satellite television channels through such Digital Distribution Platform.

(y) "**Digital Distribution Platform**" shall mean, with respect to MSO, such MSO's Digital Addressable Cable Television Network, with respect to HITS operator, such HITS operator's HITS Service, with respect to DTH operator, such DTH operator's DTH Service and with respect to IPTV operator, such IPTV Operator's IPTV Service, as the case may be.

(z) "**Entitlement Reports**" shall mean monthly report(s) that Affiliate shall be required to furnish to Broadcaster (through Authorized Representative), as per formats set out in **Annexure I** attached to this Agreement, and also such other data/information which shall be required by Broadcaster (through Authorized Representative) from time to time, so as to enable Broadcaster (through Authorized Representative) to evaluate if all terms and conditions of relevant Incentive Plan(s) have been met by Affiliate.

(aa) "**EPG**" shall mean electronic program guide maintained by a DPO on its Digital Distribution Platform which lists the television channels and programs, and scheduling and programming information therein and includes any enhanced electronic guide that allows Subscribers to navigate and select such available channels and programs.

(bb) "**HITS operator**" shall mean any person permitted by the Central Government to provide HITS service.

(cc) "**HITS Service**" shall mean transmission of programs including retransmission of signals of television channels to *(i)* intermediaries like LCOs or MSOs by using a satellite system and not directly to Subscribers; and *(ii)* to Subscribers by using satellite system and its own cable networks.

(dd) "**IPTV operator**" shall mean a person permitted by the Central Government to provide IPTV service.

(ee) "**IPTV Service**" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.

(ff) "**Incentive Plan**" shall mean the discounts/incentives which are offered by Broadcaster (through Authorized Representative) to Affiliate in terms of this Agreement subject to Affiliate's compliance with the applicable terms and conditions of relevant Incentive Plan.

(gg) "**Intellectual Property**" shall mean 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, or any mark of the right holders of any programming exhibited on the Channels.

(hh) "**Interconnection Regulations**" shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017.

(ii) "**LCN**" shall have such meaning as is set forth in Clause 7 of this Agreement.

(jj) "**LCO**" shall mean a person who has been granted registration under Rule 5 of the Cable Television Networks Rules, 1994;

(kk) "**Marks**" shall mean all Intellectual Property owned or used by Broadcaster or the applicable channel provider of the Channel(s) from time to time in connection with the Channel(s), including, without limitation, the trade names and trademarks therein.

(ll) "**Merged Entity**" shall have such meaning as is set forth in Clause 10(a) of this Agreement.

(mm) "**MIB**" shall mean Ministry of Information & Broadcasting in India.

(nn) "**MRP**", with respect to each Channel and each Bouquet, shall mean the maximum retail price, excluding applicable taxes/cess, as are set forth in **Annexure C** attached to this Agreement.

(oo) "**MSO**" means a cable operator who has been granted registration under Rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own

programming service for simultaneous reception either by multiple Subscribers directly or through one or more local cable operators;

(pp) "**New Digital Distribution Platform Service**" shall have such meaning as is set forth in Clause 10(c) of this Agreement.

(qq) "**Package(s)**" shall mean various package(s)/combination/assortment of channel(s) and/or bouquets of channel(s) *(comprising of channels and/or bouquets of channels of one or more broadcaster(s))* offered by Affiliate to Active Subscribers.

(rr) "**Party**" shall mean, individually, Broadcaster (through Authorized Representative) and Affiliate.

(ss) "**Parties**" shall mean, collectively, Broadcaster (through Authorized Representative) and Affiliate.

(tt) "**Payment Due Date**" shall have such meaning as is set forth in Clause 5(c) of this Agreement.

(uu) "**Permitted Digital Distribution Platform**", with respect to this Agreement, shall mean the Digital Distribution Platform for which Affiliate has filled applicable details in Table 1 above and which has also been specifically identified by Affiliate herein below by assigning tick marks (✓) against the applicable Digital Distribution Platform of Affiliate:

☐ Digital Addressable Cable Television Network

☐ DTH Service

☐ IPTV Service

☐ HITS Service

***[Note: If Affiliate identifies more than 1 (one) type of Digital Distribution Platform in the above check-boxes, then Affiliate's selection shall be deemed invalid, thereby rendering this Agreement void ab-initio and Affiliate shall accept without demure such rejection of his selection/Agreement.]***

(vv) "**Piracy**" shall have such meaning as is set forth in Clause 15(a) of this Agreement.

(ww) "**Security Systems**" shall have such meaning as is set forth in Clause 15(a) of this Agreement.

(xx) "**Subscriber**"[1] shall mean a person who receives Broadcasting Services from a DPO at a place indicated by such person without further transmitting it to any other person and who does not cause signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting Services, shall constitute one Subscriber.

(yy) "**SMS**" means a subscriber management system or device which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, channels or bouquets of channels subscribed to by the Subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts/incentives allowed to the Subscriber for each billing period.

(zz) "**Subscribed Bouquet(s)**" shall mean Bouquet(s) subscribed by Affiliate and as is/are specifically identified by Affiliate by assigning tick marks (✓) against such Bouquet(s) in **Annexure C** attached to this Agreement.

(aaa) "**Subscribed Channel(s)**" shall mean such channel(s) from amongst the Channels which has/have been subscribed by Affiliate under this Agreement on a-la-carte basis *(by assigning tick marks (✓) against such Channel(s) in **Annexure C** attached to this Agreement)* and/or as part of Subscribed Bouquet(s).

(bbb) "**Subscriber Reports**" shall mean the monthly reports to be provided by Affiliate to Broadcaster (through Authorized Representative) in terms of Clause 11 of this Agreement.

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[1] *The definition of Subscriber is without prejudice to the rights and contentions of the Broadcaster and would be subject to revision depending upon the orders/direction as may be finally passed in the Civil Appeal No. 3728 of 2015 before Hon'ble Supreme Court of India, Writ Petition (C) No. 5161 of 2014 and Writ Petition (C) No. 506 of 2016 before Hon'ble High Court of Delhi or any other matter in this subject.*

(ccc) "**Subscriber Report Due Date**" shall have such meaning as is set forth in Clause 11(b) of this Agreement.

(ddd) "**Subscription Fee**", with respect Subscribed Channel(s), shall mean the fee payable by Affiliate to Broadcaster (through Authorized Representative) for retransmission of signals of such Subscribed Channel(s) through Affiliate's Permitted Digital Distribution System, which shall be computed in the manner as is set forth in Clause 4 of this Agreement;

(eee) "**Technical Specifications**" shall mean the technical specifications set forth in **Annexure G** attached to this Agreement and to which Affiliate's STBs, CAS and SMS of Affiliate's Permitted Digital Distribution Platform must comply with.

(fff) "**Territory**" shall mean such areas which are listed in Column B of sub-section 'b' of **Annexure A** attached to this Agreement.

(ggg) "**Term**" shall mean the period specified in Clause 19(a) of this Agreement.

(hhh) "**TDSAT**" shall mean Telecom Dispute Settlement and Appellate Tribunal, New Delhi.

(iii) "**TPO**" shall have such meaning as is set forth in Clause 10(a) of this Agreement.

(jjj) "**TRAI**" shall mean the Telecom Regulatory Authority of India.

2. **INTERPRETATION:** In the interpretation of the Agreement, unless the context requires otherwise:
   (a) headings herein are used for convenience only and shall not affect the construction of this Agreement;
   (b) references to Annexure(s) are references to the annexure(s) to this Agreement;
   (c) reference to the singular includes reference to plural and vice versa;
   (d) reference to any gender includes a reference to all other genders;
   (e) reference to a "month" is calendar month;
   (f) reference to "writing" or "written" includes email (unless expressly provided otherwise), but excludes any form of communication sent using mobile text messaging services such as Short Messaging Service, WhatsApp chat, etc.
   (g) term "including" shall mean "including without limitation".

3. **NON-EXCLUSIVE RIGHTS:**
   (a) On the basis of the representations, warranties and undertakings given by Affiliate, and subject to Affiliate complying with all terms and conditions as set out in this Agreement, Broadcaster (through Authorized Representative) hereby grants non-exclusive, non-transferable, non-sublicensable right to Affiliate to receive signals of the Subscribed Channel(s) through Broadcaster's STB directly from designated satellites and retransmit signals of the Subscribed Channel(s) through Affiliate's Permitted Digital Distribution Platform to the Active Subscribers in the Territory *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)* in a secured and encrypted manner during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement. Affiliate hereby accepts such grant of right and agrees and acknowledges to retransmit signals of the Subscribed Channel(s) to Active Subscribers through Affiliate's Permitted Digital Distribution Platform in the Territory *(either directly or indirectly through Affiliate's affiliated LCO, as the case may be)* in a secured and encrypted manner during the Term (both to be done at Affiliate's sole cost and expense) in accordance with the terms and conditions as set out in this Agreement.

   (b) All rights not specifically and expressly granted to Affiliate under this Agreement are withheld and reserved hereunder by Broadcaster. Without prejudice to the generality of the foregoing, Parties agree that rights granted to Affiliate excludes any/all right to retransmit Subscribed Channel(s) through any Digital Distribution Platform (other than Affiliate's Permitted Digital Distribution Platform), analog/unencrypted retransmission, internet or OTT or mobile and/or for any non-linear viewing (e.g. any form of VOD, including but not limited to catch-up, sideloading, etc.); and/or time-shifting and/or casting / shuffle-casting and/or reception on any device other than television sets; and/or any form of exhibition to persons/entities who are not Subscribers; and/or retransmission using, any other technology now available or which may become available in future. Affiliate understands and agrees that mere possession of Broadcaster's STB and/or access to signals of the Subscribed Channel(s) does not entitle Affiliate to receive and/or retransmit signals of the Subscribed Channel(s) and/or use Broadcaster's STB in any other manner whatsoever. Affiliate shall not record, duplicate, transmit by any means or otherwise use the Subscribed Channel(s) other than as specifically set out in this Agreement.

   (c) Grant of the aforementioned rights is subject to Affiliate submitting to Broadcaster (through Authorized Representative), a certified copy of a valid certificate of registration applicable to Affiliate's Permitted Digital Distribution Platform as laid down under the Cable Television Network (Regulation) Act of 1995, read with the Cable Television Network Rules, 1994 and/or any other Applicable Law as amended from time to time; and a copy of other statutory licenses/permissions, that may be required under the Applicable Laws, in connection with the ownership and operation by Affiliate of the Digital Addressable System/Permitted Digital Distribution Platform.

**4. SUBSCRIPTION FEE & CALCULATION THEREOF:**

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

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

Subscription Fee = *A-la-carte RTA of the applicable Channel multiplied with the applicable Average Broadcaster's Subscriber Base who have subscribed to such Channel on a-la-carte basis.*

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

*Subscription Fee* = *A-la-carte RTA of the applicable Channel multiplied with the applicable Average Active Subscriber Base of Package for the applicable Package(s).*

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

Subscription Fee = *Bouquet RTA of the applicable Subscribed Bouquet(s) multiplied with the applicable Average Broadcaster's Subscriber Base who have subscribed to such Subscribed Bouquet(s).*

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

Subscription Fee = *Bouquet RTA of the applicable Subscribed Bouquet(s) multiplied with the applicable Average Active Subscriber Base of Package for the applicable Package(s).*

(v) If Affiliate offers Channel(s) subscribed on a-la-carte basis and Subscribed Bouquet(s) as part of Package(s): If Affiliate makes available Channel(s) subscribed on a-la-carte basis and Subscribed Bouquet(s) to Active Subscribers as part of Package(s), then Subscription Fee for a particular month shall be aggregate of the amount as shall be computed in the following manner, plus applicable taxes, levies and cess:

a. For each Channel subscribed on a-la-carte basis, Subscription Fee shall be calculated on the basis of Clause 4(a)(ii) hereinabove; and

b. For each Subscribed Bouquet, Subscription Fee shall be calculated on the basis of Clause 4(a)(iv) hereinabove.

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

a. For each Channel offered on a-la-carte basis, Subscription Fee shall be calculated on the basis of Clause 4(a)(i) hereinabove; and

b. For each Channel offered as part of Package(s), Subscription Fee shall be calculated on the basis of Clause 4(a)(ii) hereinabove.

(b) If Affiliate disintegrates Subscribed Bouquet(s) at the time of offering the channels comprised in such Subscribed Bouquet to its Active Subscribers, then for the purpose of computation of Subscription Fee it shall be deemed that the DPO has subscribed to such channels on a-la-carte basis.

(c) Broadcaster (through Authorized Representative) reserves the right to offer promotional scheme in terms of Applicable Laws by issuing separate document pertaining to promotional scheme. During the promotional scheme period, if DPO opts for such promotional scheme and complies with the terms and conditions therein, then the calculation of Subscription Fee shall be basis the terms and conditions as may be specified in the promotion scheme document (*as applicable to the Subscribed Channels*).

**5. PAYMENT TERMS:**

(a) Affiliate shall provide to Authorized Representative (for and on behalf of Broadcaster) the Subscriber Report for the applicable month, or part thereof, in the manner set forth in Clause 11 of this Agreement on or before the applicable Subscriber Report Due Date.

(b) Broadcaster has specially authorized the Authorized Representative to raise monthly invoices on Affiliate, for and on behalf of Broadcaster, towards Subscription Fee under this Agreement. Accordingly, Authorized Representative (for and on behalf of Broadcaster) shall raise monthly invoices towards Subscription Fee of a particular month, or part thereof (together with applicable taxes, levies and cess) post receipt of the Subscriber Report for such month, or part thereof, from Affiliate. In case Affiliate fails to send the Subscriber Report for the applicable month, or part thereof, within the applicable Subscriber Report Due Date, Authorized Representative (for and on behalf of Broadcaster) shall have the right to raise a provisional invoice on Affiliate for the month for which the Subscriber Report has not been furnished by Affiliate. Affiliate agrees and acknowledges that the provisional invoice towards Subscription Fee shall be of such amount as shall be increased by 10% of the amount mentioned in the invoice raised on Affiliate towards Subscription Fee for the immediately preceding month. On receipt of the Subscriber Report for such month *(i.e., the month for which provisional invoice was raised)* from Affiliate, but no later than three (3) months from the Subscriber Report Due Date for such month *(i.e., the month for which provisional invoice was raised)*, the Parties would conduct reconciliation between the provisional invoice raised by Authorized Representative (for and on behalf of Broadcaster) and the Subscriber Report for such month furnished by Affiliate. In event Affiliate fails to complete such reconciliation as set out herein above, it shall be deemed as breach of this Agreement and Broadcaster (through Authorized Representative) shall have the liberty to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels in term of Clause 19 of this Agreement. This shall be without prejudice to any other rights and/or remedies which Broadcaster / Authorized Representative may have under the Applicable Laws.

(c) Affiliate shall be required to make payment of the applicable invoiced amount to Authorized Representative (as payment to Broadcaster) towards Subscription Fee within fifteen (15) days of receipt of such invoice from Authorized Representative (**"Payment Due Date"**). Any/all payments required to be made by Affiliate under this Agreement shall be paid by Affiliate to Authorized Representative (as payment to Broadcaster) in Indian Rupees by demand draft/pay order/cheque drawn in favor of **"IndiaCast Media Distribution Private Limited"** and/or through wire transfer in the account as designated and communicated to Affiliate by Authorized Representative (for and on behalf of Broadcaster) for such payment, unless instructed otherwise in writing by Authorized Representative (for and on behalf of Broadcaster) and such payment shall be valid discharge of Affiliate's payment liability towards Broadcaster under this Agreement. No cash payments shall be made by Affiliate towards any payments/dues whatsoever.

(d) All applicable taxes/cess shall be in addition to the subscription fee and shall be borne by Affiliate.

(e) Affiliate shall promptly notify Authorized Representative in case Affiliate does not receive the applicable invoice on or before fifteenth (15$^{th}$) day of the applicable month. The invoice shall be deemed to be delivered to Affiliate if no such notification is received from Affiliate.

(f) If any discrepancy(ies) is observed by Affiliate in the invoice, then the same shall be notified by Affiliate to Broadcaster (through Authorized Representative) within seven (7) days from the date of receipt of such invoice. In the event Affiliate fails to notify any discrepancy(ies) in the invoice within the referred time-line, then such invoice shall be deemed to have been accepted by Affiliate and Affiliate shall be liable to make payment towards the invoiced amount on or before the Payment Due Date without any demur.

(g) In the event Affiliate has raised any issue pertaining to calculation of Subscription Fee, commercial terms, etc. under this Agreement, Affiliate shall continue to make the payment of Subscription Fee in terms of invoice(s) raised by Broadcaster (through Authorized Representative) till such time the dispute is resolved. Applicable adjustment shall be made on final resolution of the issues raised by Affiliate.

(h) Failure of Affiliate to make payment of Subscription Fee by the applicable Payment Due Date shall attract interest at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess. Imposition and collection of interest on late payments does not constitute a waiver by Broadcaster / Authorized Representative of Affiliate's obligation to make applicable payment(s) by the applicable Payment Due Date, and Broadcaster (through Authorized Representative) shall retain all other rights and remedies available to Broadcaster / Authorized Representative under the Agreement and/or Applicable Laws.

(i) For the sake of clarity, if under applicable Indian tax laws, any payments under this Agreement by Affiliate to Broadcaster (through Authorized Representative) are subject to deduction of withholding taxes, then Affiliate shall (i) deduct/withhold the applicable withholding tax amount in the name of Broadcaster whose PAN number is AACCG3666M, (ii) remit/deposit such deducted withholding tax amount to the applicable Indian tax authority in the name of Broadcaster within the due dates prescribed under the applicable Indian tax laws and (iii) within the applicable statutory period, as per the applicable Indian tax laws, deliver all documents to Authorized Representative evidencing such statutory deductions and remittance of the deducted/withheld amount in the name of Broadcaster to the applicable Indian tax authority. Failure of Affiliate to provide the required documents evidencing remittance/deposit of deducted withholding tax to applicable tax authorities within the stipulated period prescribed by such authorities, shall be deemed as non-payment of Subscription Fee in terms of this Agreement.

(j) Except for deducting applicable withholding tax in terms of Clause 5(i) of this Agreement, Affiliate shall have no right to withhold or claim adjustment/set off Subscription Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of Subscriber, counterclaim against Broadcaster (through Authorized Representative) or otherwise, or claims under any other agreement, etc.).

(k) At the time of making payment, Affiliate should specify the invoice number against which such payment is being made by Affiliate, failing which, Broadcaster (through Authorized Representative) shall be entitled to allocate the payment received from Affiliate on First-In-First-Out (FIFO) basis and Affiliate shall accept such allocation without any demur.

(l) For all payments by Affiliate under this Agreement, Affiliate shall intimate its Goods & Services Tax payer Identification Number ("**GSTIN**") and details of invoices against which such payments is/are being made by Affiliate to Authorized Representative (as payment to Broadcaster).

(m) Post allocation of payment by Broadcaster (through Authorized Representative) against the invoices and GSTIN on advice of Affiliate, no subsequent changes to the allocation against invoices and GSTIN shall be made, and even if made, shall not be entertained. If Affiliate fails to provide the GSTIN then Broadcaster (through Authorized Representative) shall be entitled to allocate such payment in full or in part to such GSTIN(s) of Affiliate as Broadcaster (through Authorized Representative) may deem fit. The Parties agree that the GSTIN(s) allocated for the payment in accordance with this Clause shall be final and shall not be changed under any circumstances post allocation and/or raising of invoice.

(n) Affiliate agrees and acknowledges that Broadcaster (through Authorized Representative) shall not be liable for any allowance or disallowance of input tax credit by the applicable tax authorities to Affiliate basis the payment made under this Agreement, including reasons attributable to non-provision of the correct Goods and Service Tax (GST) details by Affiliate.

(o) If any proceedings are initiated under GST laws, each Party agrees that it shall reasonably co-operate with the other Party and shall provide all the information as may be reasonably required for such proceedings.

(p) Non-registration by Affiliate under GST laws or suspension or cancellation of such registration does not preclude Broadcaster (through Authorized Representative) from charging applicable GST under this Agreement and Affiliate shall be liable to pay such GST, regardless of its status of GST registration.

**6. <u>NEW CHANNEL AND REMOVED CHANNEL:</u>**

(a) Broadcaster may launch a new satellite television channel(s) (i.e. a television channel(s) of Broadcaster and/or Broadcaster's subsidiary/group companies, that may be launched by applicable broadcaster and distributed by Broadcaster (through Authorized Representative) during the Term post execution date of this Agreement ("**New Channel(s)**"). Upon launch of a New Channel, Broadcaster (through Authorized Representative) will publish the relevant information about New Channel on its website as per the Applicable Laws. If Affiliate is desirous of re-transmitting signals of such New Channel, then Parties shall execute necessary paperwork/document, as shall be required by Broadcaster (through Authorized Representative) and such paperwork/document shall be deemed as part and parcel of this Agreement upon its execution by both Parties.

(b) Broadcaster reserves the right at any time during the Term to suspend and/or discontinue any of the satellite television channels from amongst the Channels on account of Broadcaster ceasing to retransmit such channel(s) in India due to any

reason ("**Removed Channel**"). With regard to removal of the Removed Channel(s), Broadcaster (through Authorized Representative) shall publish the information pertaining to the same on its website. Further, pertaining to removal of Removed Channel(s), the MRP of the Subscribed Bouquet(s) consisting of the Removed Channel(s) shall stand modified by a factor of a-la-carte MRP of the Removed Channel(s) to the sum total of the a-la-carte MRP of all channels originally forming part of such applicable Subscribed Bouquet(s) (*i.e. before removal of the Removed Channel*) ("**Proportionate Reduction**"), save and except in the event such Subscribed Bouquet(s) consisting Removed Channel(s) is either discontinued or reconstituted with replacement channel(s). In the event of any such discontinuation or reconstitution of Subscribed Bouquet(s), the Parties shall enter into an addendum to this Agreement whereby Affiliate may opt for either the reconstituted bouquet or such other Bouquet(s) as offered by Broadcaster (through Authorized Representative). Further, in the event of removal of Removed Channel and Proportionate Reduction, the MRP of the Subscribed Bouquet(s) which consisted of the Removed Channel shall be notified to TRAI and uploaded on the website of Broadcaster / Authorized Representative and such modified MRP of the respective Subscribed Bouquet(s) shall be applicable for the DPO.

**7. RELATIVE POSITIONING / LOGICAL CHANNEL NUMBERING ("LCN") / ELECTRONIC PROGRAMMING GUIDE ("EPG"):**

(a) Affiliate agrees and undertakes to Broadcaster (through Authorized Representative) that while determining the relative positioning of the Subscribed Channel(s) and their LCN positioning/displaying on the EPG of Affiliate's Permitted Digital Distribution Platform, Affiliate shall ensure that LCN positioning of all television channels of same language within the same genre/sub-genre shall appear together consecutively in the EPG of Affiliate's Permitted Digital Distribution Platform and one channel shall appear at only one place on the EPG.

(b) Each Subscribed Channel and its programming schedule shall be prominently featured in the order of their LCN on the EPG of Affiliate's Permitted Digital Distribution Platform. In EPG of Affiliate, MRP of channel(s) with Indian rupee sign '₹' shall be indicated against each channel.

(c) Affiliate hereby undertakes that LCN once assigned to a Subscribed Channel shall not be changed by Affiliate for a period of at least one (1) year from the date of such assignment of LCN, unless Broadcaster changes the genre of the Subscribed Channel(s) and Broadcaster (through Authorized Representative) informs Affiliate about such change in writing (emails permitted), in which case, the Subscribed Channel(s) shall be then placed by Affiliate at such LCN which is as per the new genre of the Subscribed Channel(s).

**8. INCENTIVE PLAN(S):**

(a) Broadcaster (through Authorized Representative) is presently offering the three (3) Incentive Plans, which are detailed in **Annexure D**, **Annexure D-1** and **Annexure E**: *(i)* Incentive Plan on a-la-carte MRP of Specified Channels, *(ii)* Incentive Plan on a-la-carte MRP of 'Sports18 1' and 'Sports18 1 HD' (collectively referred to as "**Sports Channels**") and *(iii)* Incentive Plan on MRP of Subscribed Bouquet(s) (excluding any such Subscribed Bouquets that comprise of Sports Channel(s)), respectively. The above-mentioned Incentive Plans are governed by the conditions detailed herein (including those in the applicable Annexure) and each Incentive Plan is mutually exclusive. For clarity, the provisions of Incentive Plan on MRP of a-la-carte Specified Channels and/or Sports Channels cannot be combined with the provisions of the Incentive Plan on MRP of Subscribed Bouquet(s).

(b) Subject to Affiliate mandatorily complying in full with the respective compliances set forth in for the relevant Incentive Plan(s); and furnishing Entitlement Reports within prescribed timelines to Broadcaster (through Authorized Representative) by sending the same at Subscriber.Reports@indiacast.com; Affiliate shall be entitled to receive applicable incentive(s) under the relevant Incentive Plan(s).

(c) Within 7 days from the end of each applicable month, Affiliate shall submit the Entitlement Report to Authorized Representative (for and on behalf of Broadcaster). If upon evaluation of the Entitlement Report, Broadcaster (through Authorized Representative) determines that Affiliate has become entitled for obtaining the applicable incentive, then Broadcaster (through Authorized Representative) shall inform Affiliate in writing (emails permitted) the applicable incentive value for which Affiliate shall need to raise invoice on Broadcaster ("**Entitled Incentive Value**"). Within 3 days of Affiliate's receipt of such written communication from Broadcaster (through Authorized Representative), Affiliate shall raise tax compliant and duly signed invoice on Broadcaster (through Authorized Representative) for the Entitled Incentive Value.

(d) The Entitled Incentive Value communicated by Broadcaster (through Authorized Representative) to Affiliate shall be exclusive of applicable GST, levies and cess.

(e) Affiliate shall raise invoices against the tax registration number provided by Broadcaster (through Authorized Representative). Such invoices should contain all applicable details of Affiliate in terms of GST laws, e.g., GST registration number, State name, State code, Harmonized System of Nomenclature (HSN) code, classification/category of service, etc.

(f) Affiliate shall raise invoices, debit notes, credit notes and/or any other document required under GST laws which meet all requirements and conditions stipulated under GST laws to allow Broadcaster to obtain any available input tax relief/credit.

(g) Affiliate agrees that if any creditable taxes such as SGST, CGST, IGST, UTGST etc. are paid by Broadcaster to Affiliate but are not allowed as credit to Broadcaster, then the same shall be recoverable by Broadcaster (through Authorized Representative) from Affiliate along with interest and penalties.

(h) If Affiliate has inadvertently/incorrectly over-charged any tax / incentive to Broadcaster under any invoice for Entitled Incentive Value and such invoice has been paid by Broadcaster along with the over-charged tax, then Affiliate shall reimburse such amount to Broadcaster as shall be equivalent to the over-charged tax / incentive amount.

(i) In case any amount payable by Affiliate to any statutory authority becomes payable by Broadcaster/ Authorized Representative, on account of non-payment by Affiliate, then Broadcaster / Authorized Representative shall be entitled to recover the applicable amount from Affiliate. Similarly, if any demand of tax, interest, penalty, fine or any other cost is imposed on Broadcaster/ Authorized Representative, by any statutory authority on account of non-submission/inadequate/incorrect submission or misdeclaration or misrepresentation or concealment or error or omission on the part of Affiliate to such statutory authority, then the same shall be recoverable by Broadcaster (through Authorized Representative) from Affiliate.

(j) Affiliate agrees and acknowledges that in case Affiliate is backlisted on GST portal or Affiliate's compliance rating falls below the prescribed limit, then Broadcaster shall have the right to retain the GST component from payments required to be made by Broadcaster towards the Entitled Incentive Value to Affiliate till the corresponding input tax credit has become available in the electronic credit ledger of Broadcaster, in the GST system and any such retention shall not be construed to be in violation of any provisions of this Agreement.

(k) Affiliate agrees that if the applicable Entitled Incentive Value is required to be revised/reduced for reasons set forth in the Agreement, then Affiliate shall be responsible to issue debit note, credit note or supplementary invoice (along with applicable GST) to Broadcaster within prescribed times lines as per GST laws.

(l) Entitled Incentive Value payable by Broadcaster shall be subject to deduction of applicable withholding tax as prescribed under applicable Indian tax laws.

(m) Affiliate understands and agrees that evaluation of Entitlement Report and payment of Entitled Incentive Value (if any) by Broadcaster is completely dependent upon timely submission of Entitlement Report by Affiliate to Broadcaster (through Authorized Representative) and invoices for Entitled Incentive Value. Accordingly, if Affiliate fails to submit the Entitlement Report for any month and/or invoice for applicable Entitled Incentive Value (if any) within the timelines as mentioned in this Agreement, then Affiliate shall not be entitled for the incentive for that month. Affiliate hereby specifically undertakes that Affiliate's entitlement or failure to avail incentive under the Incentive Plan(s) shall be independent of Affiliate's liability to pay the Subscription Fee under this Agreement calculated in terms of Clause 4(a) of this Agreement.

**9. <u>CONSEQUENCE OF AFFILIATE'S BREACH OF APPLICABLE TERMS AND CONDITIONS FOR OBTAINING INCENTIVE(S) UNDER THE APPLICABLE INCENTIVE PLAN(S):</u>**

Affiliate hereby specifically understands and agrees that if it comes to the notice of Broadcaster (through Authorized Representative) that Affiliate has obtained incentive(s) despite of it not being entitled for the same, then Broadcaster shall have the right to raise a debit note on Affiliate for such amount as shall be equivalent to the amount of Entitled Incentive Value that was paid by Broadcaster to Affiliate in terms of invoice raised by Affiliate for the applicable Incentive Plan(s) for the relevant month(s) of breach, along with applicable interest.

**10. <u>MERGER/ACQUISITION:</u>**

(a) If Affiliate merges with, acquires, takes over a third-party operator operating a Digital Addressable System in the Territory ("**TPO**"), then Affiliate shall take written approval from Broadcaster (through Authorized Representative) prior to Affiliate commencing retransmission of signals of the Subscribed Channel(s) on the Digital Addressable System of the TPO. Further, signals of the Subscribed Channel(s) shall be retransmitted to the Subscribers of such TPO's Digital Addressable System upon Affiliate or the merged entity forming out of such merger/acquisition/take over ("**Merged Entity**") entering into an agreement with Broadcaster (through Authorized Representative) for retransmission of signals of the Subscribed Channel(s) to such Subscribers. For the sake of clarity, Affiliate shall continue to pay the Subscription Fee under this Agreement in the manner contemplated herein.

(b) Affiliate shall not, without prior written consent of Broadcaster (through Authorized Representative), connect or make available signals of Subscribed Channel(s) through Affiliate's Permitted Digital Distribution Platform to any such other

DPO(s) who is or was availing signal of the Channel(s) and has outstanding dues payable to Broadcaster (through Authorized Representative). If Affiliate fails to obtain such prior written consent from Broadcaster (through Authorized Representative) and connect or make available signals of Subscribed Channel(s) through Affiliate's Permitted Digital Distribution Platform to such other DPO(s), then Affiliate shall become solely liable to clear all the outstanding dues (including interest) payable by such other DPO to Broadcaster (through Authorized Representative).

(c) It is expressly agreed by Affiliate that this Agreement does not cover retransmission of Subscribed Channel(s) to any new digital distribution platform for which license for operation is obtained by Affiliate from the applicable statutory authority, either independently or jointly with any other entity ("**New Digital Distribution Platform Service**"). If Affiliate is desirous of retransmission of signals of the Subscribed Channel(s) to such New Digital Distribution Platform Service, Affiliate shall provide 60 (sixty) days' prior written notice to Broadcaster (through Authorized Representative) and provision of signals of the Subscribed Channel(s) to the New Digital Distribution Platform Service by Broadcaster shall be subject to Applicable Laws. It is specifically agreed that the commercial terms for retransmission to such New Digital Distribution Platform Service shall be in addition to Subscription Fee currently payable by Affiliate in terms of this Agreement.

**11. SUBSCRIBER REPORTS:**

(a) Affiliate shall maintain at its own expense a SMS which should be fully integrated with the CAS.

(b) For each month of the Term, or part thereof, Affiliate shall mandatorily provide to Authorized Representative the duly complete and accurate Subscriber Report for each headend/installation address or earth station (as the case may be) and each State/Union Territory within the Territory, in such format as is set forth in **Annexure H** attached to this Agreement, within seven (7) days from the end of such month ("**Subscriber Report Due Date**"). The Subscriber Report for every month shall also be submitted by Affiliate in the prescribed format via email to Subscriber.Reports@indiacast.com on or before the Subscriber Report Due Date. Affiliate acknowledges and agrees that Broadcaster (through Authorized Representative) may seek such further / other information as may be reasonably required inter alia to monitor Affiliate's compliance with stipulations of this Agreement. Such information may relate to furnishing of additional city/area wise reports.

(c) In the event Affiliate fails to submit the Subscriber Report within the Subscriber Report Due Date, then without limiting any other remedy available under Applicable Laws or this Agreement, Broadcaster (through Authorized Representative) shall have the right to disconnect signals of the Subscribed Channels received by Affiliate by giving three weeks' notice.

(d) Each Subscriber Report shall be signed and attested by an officer of Affiliate of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Subscriber Report is true and correct.

(e) Within seven (7) days from the date of signing of the Agreement, Affiliate shall provide to Broadcaster (through Authorized Representative) the duly complete and accurate data pertaining to (i) monthly per subscriber distributor retail price (DRP) (excluding taxes) of each of the Subscribed Channel(s) offered by Affiliate; and (ii) composition of each Package offered by Affiliate which comprises of any of the Subscribed Channel(s), along with the monthly per subscriber DRP (excluding taxes) of such Package. In case Affiliate intends to make any change in the information furnished by Affiliate in term of this Clause, then any/all such change(s) shall be communicated by Affiliate in writing to Authorized Representative within seven (7) days of Affiliate implementing such change.

(f) Affiliate shall maintain throughout the Term and for twelve (12) months thereafter sufficient records to enable Broadcaster (through Authorized Representative) to verify and ascertain (i) the veracity of the Subscriber Reports supplied by Affiliate pursuant to this Clause and (ii) Affiliate's compliance with its anti-piracy obligations as set out in this Agreement.

**12. AUDIT:**

(a) Affiliate agrees and undertakes to conduct audit of all its SMS, CAS and other related systems/digital equipment, deployed/installed by Affiliate at each head-end across various locations (*if applicable*), by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by M/s Broadcast Engineering Consultants India Limited ("**BECIL**"), once during each calendar year of the Term, to verify that the monthly Subscriber Reports / Entitlement Reports provided by Affiliate to Broadcaster (through Authorized Representative) are complete, true and correct and issue an audit report to this effect to Broadcaster (through Authorized Representative). Audits caused by Affiliate in terms of this clause shall be scheduled in such a manner that there is a gap of at-least six (6) months between the audits of two (2) consecutive calendar years. Further, there should not be a gap of more than eighteen (18) months between audits of two (2) consecutive calendar years. Affiliate acknowledges that in case it fails to cause audit as specified in this clause, then Affiliate, without prejudice to the other rights and remedies available to Broadcaster and/or Authorized Representative under Applicable Laws, shall also be liable to pay financial disincentive as stipulated under the Interconnection Regulations.

(b) Affiliate agrees and acknowledges that if audit reveals variation in the number of Broadcaster's Subscribers/Average Broadcaster's Subscriber Base reported by Affiliate to Broadcaster (through Authorized Representative) and/or incorrect

data reported under the Entitlement Reports then in such an event, Affiliate agrees to pay to Broadcaster (through Authorized Representative) an amount equivalent to the short-payment made by Affiliate towards Subscription Fee and/or such amount as shall be equivalent to the amount of Entitled Incentive Value that was received by Affiliate from Broadcaster, as applicable. Affiliate shall pay the applicable short-payment amount towards Subscription Fee and/or an amount towards fraudulently obtained Entitled Incentive Value, along with interest computed at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess, within ten (10) days of receiving notice of shortfall and/or debit note from Broadcaster (through Authorized Representative).

(c) In the event Broadcaster is not satisfied with the audit report provided by Affiliate in terms of Clause 12(a) above or if in the opinion of Broadcaster the Permitted Digital Distribution Platform of Affiliate does not meet requirement(s) specified under Schedule III and/or Schedule IX of the Interconnect Regulations, Broadcaster (through Authorized Representative) after communicating the reasons in writing to Affiliate, may conduct audit of the SMS, CAS and other related systems of Affiliate's Permitted Digital Distribution Platform by an auditor from amongst the empaneled auditors appointed by TRAI in this regard or by BECIL, accompanied by representatives of Broadcaster/Authorized Representative to verify the information contained in Subscriber Reports / Entitlement Reports provided by Affiliate to Broadcaster in terms of this Agreement. The broad scope of such audit is set out in **Annexure J** and also those specified in The Telecommunication (Broadcasting and Cable) Services Digital Addressable System Audit Manual dated 8-November-2019 issued by TRAI ("**Audit Manual**").

(d) Affiliate undertakes that it shall confirm audit commencement date within five (5) days of receipt of written communication pertaining to audit from Broadcaster (through Authorized Representative) in such a manner that the audit exercise shall commence within fifteen (15) days from the date of such communication from Broadcaster (through Authorized Representative) to Affiliate. Affiliate further undertakes that, in the event Affiliate fails to facilitate conducting the audit exercise within the aforementioned timelines, without limiting any other remedy available under Applicable Laws, Broadcaster (through Authorized Representative) shall have the right to disconnect signals of the Subscribed Channels received by Affiliate by giving three weeks' notice.

(e) Affiliate agrees and acknowledges that if audit conducted in terms of Clause 12(c) of this Agreement reveals that any additional amount is payable to Broadcaster (through Authorized Representative), Affiliate shall pay such additional amount, along with interest computed at the rate of eighteen percent (18%) per annum, plus applicable taxes, levies and cess, within ten (10) days of successful completion of audit. For the sake of clarity, if such amount (including the computed interest component) exceeds the amount computed basis the Subscriber Report provided by Affiliate to Broadcaster by 2% (two percent) or more, and/or if it is determined that Affiliate has fraudulently obtained incentive by furnishing incorrect Entitlement Reports(s), then Affiliate shall additionally bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.

(f) Affiliate agrees and acknowledges that if such audit reveals that Affiliate's Permitted Digital Distribution Platform does not meet requirements specified under Schedule III and/or Schedule IX of Interconnection Regulations, then Broadcaster may disconnect signals of the Subscribed Channels to Affiliate after giving three (3) weeks' written notice to Affiliate.

(g) Affiliate agrees that if during the audit exercise it is revealed that Affiliate has not informed Broadcaster (through Authorized Representative) about any change/replacement of the existing SMS / CAS system of Affiliate or in case where Affiliate has deployed and is utilizing one or more SMS / CAS systems which were not disclosed by Affiliate to Broadcaster (through Authorized Representative) at the time of such additional SMS / CAS system(s) deployment or at the time of execution of the Agreement, as applicable, then Broadcaster (through Authorized Representative) shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels, and such right of Broadcaster (through Authorized Representative) shall be in addition to any other remedy available under Applicable Laws.

(h) Affiliate agrees to maintain accurate, complete and up to date records pertaining to subscriber details, details of the location (city/State) of every Affiliate's STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with subscribers, application forms filed by subscribers, receipt books regarding payments from the subscribers, books of accounts and records reflecting all transactions relating to retransmission of channels and authorizations of Affiliate's STB / CPE, in particular, the name, complete address, billing and payment details of all subscribers ("**Subscriber Records**"). Affiliate further agrees to ensure that it's SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) consecutive preceding years at any point of time.

(i) Affiliate shall remain the sole owner and holder of all customer databases compiled by Affiliate under the Agreement.

(j) Affiliate shall maintain at its own expense a SMS capable of, at a minimum:
   (i) maintaining a computerized customer database capable of recording adequate details of each Active Subscriber, including name, address (with city and State), chosen method of payment and billing;

(ii) administering subscriptions of Active 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;
(iii) handling all ongoing administrative functions in relation to Active Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
(iv) administering payments of any commission fees from time to time payable to Affiliate's authorized agents for the sale to Subscribers of programming packages;
(v) obtaining and distributing receivers and smartcards, if applicable, to Active Subscribers, and issue replacement smartcards from time to time in its discretion; and
(vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Active Subscribers from time to time in its discretion.

(k) Affiliate shall provide full cooperation to the auditors in order to carry out the audit including but not limited to granting necessary access required to Affiliate's facilities and systems including but not limited to headend, SMS, CAS, IT systems, for successful audit and shall also provide documents as may be required by the auditors for successful audit. Affiliate shall provide auditors with free ingress and egress from the premises where in such audit is conducted. Affiliate shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditors at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit.

(l) Affiliate hereby specifically agrees and undertakes that, in event of a breach of this Agreement is observed/discovered during the audit exercise, then in addition to the provision of this Clause 12, the auditors shall also have a right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, as may be required to provide evidence of such breach/inconsistency, and to take such documents out of the premised of Affiliate without Affiliate raising any objections to auditor carrying such documents with the auditors.

**13. BROADCASTER'S STB:**

(a) Broadcaster shall at the request of Affiliate supply or cause to be supplied Broadcaster's STBs to Affiliate or has already supplied such Broadcaster's STBs directly or through suppliers nominated by it. Broadcaster's STBs shall, at all times, remain the sole and exclusive property of Broadcaster.
(b) In the event Affiliate ceases to operate its Permitted Digital Distribution Platform, Broadcaster's STBs shall be returned to Broadcaster. In case Broadcaster's STBs are damaged due to negligence of Affiliate, Authorized Representative, on behalf of Broadcaster, shall be authorized to recover the actual repair cost from Affiliate and in the event Broadcaster's STBs are beyond repair, Affiliate shall be liable to pay to Authorized Representative the cost of such Broadcaster's STBs as on the date it was supplied to Affiliate.
(c) Affiliate undertakes that it shall install Broadcaster's STBs at such installation address(es)/headend address(es) as is/are set forth in **Annexure F** attached to this Agreement. Affiliate agrees and understands that if Affiliate has more than one installation address for its Permitted Digital Distribution Platform, then Affiliate shall clearly specify each such installation address in a separate annexure *(to be marked as Annexure F1, F2 and so on and so forth)* in such format as is set forth in **Annexure F** and also provide Broadcaster's STBs details for each such installation address.
(d) In order to take back possession of Broadcaster's STBs from Affiliate, Affiliate shall ensure that the personnel/ representative of Broadcaster is allowed free and unobstructed access to the premises of Affiliate where Broadcaster's STBs are installed, and Affiliate shall not interfere with such procedure.
(e) Affiliate undertakes not to pledge, charge, encumber or in any way part with the possession of Broadcaster's STBs without prior written permission of Broadcaster (through Authorized Representative). Further, Affiliate undertakes not to remove or shift or allow removing or shifting of Broadcaster's STBs from the headend/installation address detailed in **Annexure F** and sub-Annexures thereto *(if applicable)* attached to this Agreement or allows anybody else to do the same, without prior written permission of Broadcaster (through Authorized Representative) and shall indemnify Authorized Representative/Broadcaster against any damage, destruction, theft or loss of Broadcaster's STBs.
(f) Affiliate shall not, and ensure that any third party do not, under any circumstances, reverse engineer, tamper, decompile or disassemble Broadcaster's STBs or reproduce or allow the reproduction of any of Broadcaster's STBs or the technology included in them. Affiliate shall ensure that it uses Broadcaster's STBs only in accordance with the Agreement at the installation address provided and shall not sell, exchange, transfer or tamper them in any manner whatsoever. Affiliate shall not move Broadcaster's STBs to some other address without prior written permission of Broadcaster (through Authorized Representative) on a case to case basis.

**14. OBLIGATIONS OF AFFILIATE:**

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

(b) Irrespective of Affiliate's collection of its invoiced monthly amounts from Broadcaster's Subscribers in a timely manner, Affiliate shall pay the Subscription Fee to Authorized Representative within the Payment Due Date prescribed in this Agreement.

(c) Subject to technical and operational feasibility, Affiliate or its affiliated LCOs, as the case may be, shall provide the Subscribed Channels, on non-discriminatory basis, to every Subscriber/Active Subscriber making a request for the Subscribed Channel(s), within a period of seven (7) days from the date of receipt of such request by Affiliate.

(d) Affiliate shall, in a non-discriminatory manner, ensure retransmission of such high-quality encrypted signals of the Subscribed Channels through Affiliate's Permitted Digital Distribution Platform to Broadcaster's Subscribers as are equal to signal quality of other channels retransmitted through Affiliate's Permitted Digital Distribution Platform to all Active Subscribers. In any event, signal retransmission quality of Affiliate's Permitted Digital Distribution Platform shall be at par with the then prevailing industry standards.

(e) Affiliate shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Permitted Digital Distribution Platform and shall regularly provide to Broadcaster (through Authorized Representative) with updated piracy reports.

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

(g) Affiliate shall ensure that it shall offer the Subscribed Bouquets to the Subscribers, either on standalone basis and/or as part of Packages, without any alteration in composition of the Subscribed Bouquets.

(h) Affiliate shall obtain from Broadcaster (through Authorized Representative) and/or the appointed agencies *(as informed by Broadcaster (through Authorized Representative) to Affiliate from time to time)*, the EPG/FPCs for the Subscribed Channels and Affiliate shall ensure that such EPG/FPCs are displayed on the EPG of Affiliate's Permitted Digital Distribution Platform at all times during the Term.

(i) Affiliate agrees to provide to Broadcaster (through Authorized Representative) all required details in terms of the Customer Information Update Form, as is set forth in **Annexure O** of this Agreement.

(j) Affiliate agrees to abide by the applicable GST laws, rules and procedures and indemnifies Broadcaster (and Authorized Representative) from any claims and/or liabilities that may arise on account of Affiliate's violation of the applicable GST laws.

(k) Affiliate shall be responsible to reverse input tax credit claimed/availed on such invoices for which a credit note is issued by Broadcaster due to any change in the Subscription Fee.

(l) Prior to Affiliate discontinuing retransmission of any Channel(s) because of such Channel(s)' subscriber base being less than 5% of the monthly average active subscriber base of Affiliate's Permitted Digital Distribution Platform in the target market, Affiliate shall provide fifteen (15) days' prior intimation to Broadcaster (through Authorized Representative) along with all such supporting data which evidences Affiliate's claim of the Channel(s)'s lower subscriber base.

(m) Affiliate undertakes that it shall be solely responsible for dealings with Subscribers and shall be liable for any claims, actions, demands or proceedings by Subscribers arising out of the actions or omissions of Affiliate. Nothing in this Agreement or the contract(s) executed between Subscriber and Affiliate or Affiliate's LCOs (if applicable) shall entitle the Subscribers to receive the Subscribed Channel(s) from Broadcaster or create any direct relationship between the Subscribers and Broadcaster/Authorized Representative.

(n) Affiliate undertakes that, if Affiliate is desirous of extending its operation beyond the Territory ("**Additional Territory**"), Affiliate shall give at least thirty (30) days prior written notice to Broadcaster (through Authorized Representative) specifying the name of city and corresponding state/union territory of Additional Territory and such extension to the Additional Territory shall be subject to compliance of procedure set out under Applicable Laws and/or the terms of this Agreement. It is hereby clarified that if Broadcaster (through Authorized Representative) objects to Affiliate's operation in Additional Territory within 30 days of receipt of the Territory Extension Notice, Affiliate shall not re-transmit signals of the Subscribed Channels beyond the Territory. If Affiliate re-transmits signals of the Subscribed Channels in the Additional Territory in contravention of this provision, then the same shall tantamount to Piracy of Channel(s) of Broadcaster.

**15. ANTI-PIRACY:**

(a) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any of the Subscribed Channels, in whole or in part ("**Piracy**"), Affiliate shall, prior to the commencement of the Term and at all times during the 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 **Annexure K** and/or may be specified, in a non-discriminatory manner in writing, from time to time, by Broadcaster (through Authorized Representative). Subject to the terms and conditions of the Interconnection Regulations, Affiliate granting access to the Subscribed Channels to its Active Subscribers outside/beyond the Territory through Affiliate's Permitted Digital Distribution Platform shall tantamount to Affiliate allowing unauthorized access to the Subscribed Channel(s). With an aim to ensure that Subscribed Channel(s) are not distributed in an unauthorized manner, Affiliate shall ensure all LCN(s) are integrated with CAS and SMS and that no frequency and/or LCN(s) of Affiliate's Permitted Digital Distribution Platform are kept free/left for any other use (including use by LCOs). Additionally, if it comes to Broadcaster's knowledge (directly or through Authorized Agent) that any Subscribed Channel(s) is being retransmitted through Affiliate's Permitted Digital Distribution Platform (directly or

through an affiliated LCO(s) of Affiliate) in the Territory on more than one (1) LCN, then the same shall be deemed to be a breach of this Agreement.

(b) Affiliate shall provide on a month-on-month basis comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report.

(c) Affiliate shall deploy finger printing mechanisms (both overt and covert) to detect any Piracy, violation of copyright and unauthorized viewing of the Subscribed Channels distributed / transmitted through its Permitted Digital Distribution Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

(d) Affiliate shall not authorize, cause or suffer any portion of any of the Subscribed Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Affiliate in the manner set forth in this Agreement at the time the Subscribed Channel(s) are made available. If Affiliate becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any purpose, Affiliate shall within ten (10) minutes of so becoming aware notify Broadcaster (through Authorized Representative) and Affiliate shall also forthwith deactivate the concerned Affiliate's STB to prevent such unauthorized use.

(e) If so instructed by Information (as defined below) by Broadcaster (through Authorized Representative) Affiliate shall deactivate or de-authorize the transmission to any unauthorized Subscriber/Active Subscriber indulging in Piracy, within 10 minutes from the time it receives such Information from Broadcaster (through Authorized Representative). Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through email 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 Broadcaster's Authorized Representative through other means of communications such as telephonic message, fax etc. and the said Information shall later be confirmed by Broadcaster (through Authorized Representative) through email and Affiliate shall be under obligation to act upon such information.

(f) Affiliate shall, at its own expense, take all necessary steps to comply with obligations set forth in **Annexure K**. Affiliate undertakes to provide all such assistance to Authorized Representative, with respect to the Subscribed Channel(s), as may be reasonably required by Authorized Representative with respect to prevention of Piracy of the Subscribed Channel(s) in the Territory.

**16. REPRESENTATION BY BOTH PARTIES:**

(a) Broadcaster represents to Affiliate that it has the requisite powers and authority to enter into the Agreement, through Authorized Representative, and to fully perform its obligations hereunder. Similarly, Affiliate represents to Broadcaster that it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.

(b) Each Party represents to the other Party that by executing this Agreement, the representing Party is not in breach of any provision(s) contained in any other agreement executed by such Party.

(c) Both Parties shall comply with the Applicable Laws *(including Affiliate's compliance with the provisions of The Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017)*. Each Party hereby represents, warrants, undertakes to the other Party and agrees that in performing its obligations or exercising its rights etc. under this Agreement, each Party and its respective employees shall not pay, offer or promise to pay or authorize the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this Agreement and/or any transaction relating to the business contemplated herein in a manner consistent with and in compliance of Prevention of Corruption Act, 1988, Indian Penal Code, 1860 including all applicable Indian laws.

**17. REPRESENTATIONS AND WARRANTIES OF BROADCASTER:** Broadcaster (through Authorized Representative) represents, warrants and undertakes to Affiliate that as on date of this Agreement:

(a) the Channels are registered in India with MIB and with any other authority as required under Applicable Laws.

(b) the distribution of the Channels is permitted in India and no court or tribunal or any other authority has passed an order forbidding the distribution of the Channels in India.

**18. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF AFFILIATE:** Affiliate represents, warrants and undertakes to Broadcaster (through Authorized Representative) that:

(a) Affiliate has a valid and subsisting license from the applicable statutory authority which permits Affiliate to operate its Permitted Digital Distribution Platform and Affiliate undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to Broadcaster and/or Authorized Representative, as and when called upon to do so by Authorized Representative (for and on behalf of Broadcaster).

(b) As and when demanded by Broadcaster (through Authorized Representative) Affiliate shall provide the following:-

(i) CAS declaration from the Conditional access vendor (CA declaration form enclosed as **Annexure L**); and

(ii) SMS declaration from the SMS vendor (SMS declaration form enclosed as **Annexure M**).

(c) Affiliate's STBs, CAS and SMS shall comply with the Technical Specifications herein and those in Schedule III and Schedule IX of the Interconnection Regulation, and Affiliate agrees that Affiliate's STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs as set out in **Annexure G**.

(d) In event Affiliate intends to cause any type of change/alteration/modification to the configuration or the version of Affiliate's Permitted Digital Distribution Platform after issuance of the audit report by auditor, Affiliate shall provide an advance intimation of 30 (thirty) days to Broadcaster (through Authorized Representative) prior to effectuating any such change / alteration / modification in a format as may be prescribed by Broadcaster (through Authorized Representative) from time to time. Affiliate further undertakes that upon effectuating any aforementioned / alteration / modification to Affiliate's Permitted Digital Distribution Platform, Broadcaster (through Authorized Representative) shall be entitled to conduct an additional audit of the duly changed / altered / modified Affiliate's Permitted Digital Distribution Platform as per the provisions of Clause 12 of this Agreement.

(e) Affiliate shall not retransmit the Subscribed Channels nor shall it activate Affiliate's STB of any Active Subscriber without obtaining a duly filled in subscriber application form from such Active Subscriber as per the requirements prescribed under the applicable regulations/laws. Affiliate further represents that the details of Active Subscribers as per the subscriber application form shall be promptly recorded in SMS of Affiliate.

(f) Affiliate shall not retransmit the Subscribed Channels and/or contents of Subscribed Channels via any medium other than Affiliate's Permitted Digital Distribution Platform identified by Affiliate in this Agreement and shall also not cause to exhibit/retransmit any stills, extract or data from the Subscribed Channels.

(g) Affiliate represents that Affiliate shall also provide the Entitlement Reports for such month of the Term within such timeline as is set forth in the Agreement.

(h) Affiliate shall provide the Subscriber Reports and pay Subscription Fee, together with applicable taxes, within the specified time-lines.

(i) Affiliate understands and acknowledges that Broadcaster (through Authorized Representative) shall have the right to set-off any Entitled Incentive Value against any outstanding Subscription Fee due and payable by Affiliate under this Agreement.

(j) Affiliate shall make available to Broadcaster (through Authorized Representative), every month, logs containing channel wise history of all the activations and de-activations of all Affiliate's 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 Affiliate's personnel of a rank not less than that of Chief Technical Officer/Chief Operating Officer/Head of Department.

(k) Affiliate 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.

(l) Affiliate shall provide Broadcaster (through Authorized Representative) for anti-piracy monitoring of every Subscribed Channel/Package distributed/retransmitted by Affiliate's Permitted Digital Distribution Platform, 10 (ten) Affiliate's STBs for which Broadcaster shall pay applicable charges.

(m) Affiliate shall provide all contributory language feeds of Subscribed Channel(s) to Active Subscribers as and when such contributory language feed for Subscribed Channel(s) is made available by Broadcaster (through Authorized Representative).

(n) Affiliate shall not distribute the Subscribed Channels to any commercial subscribers.

(o) All applicable Execution Requirements, as listed in **Annexure N** of this Agreement, provided by Affiliate to Broadcaster (through Authorized Representative) are correct.

(p) Affiliate shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest industry standards in India, subject to signals of the Subscribed Channels getting delivered to Affiliate of a quality sufficient to permit Affiliate to reasonably comply with such standards. Affiliate 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 without any interruption or deviation from the daily transmission schedule, and shall immediately notify Broadcaster (through Authorized Representative) of any degradation to any of the Subscribed Channels' signals.

(q) Affiliate 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.

(r) Affiliate 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 Affiliate's service logo only in watermark form which shall be at least 50% transparent and appear on the right side corner at the bottom of the screen and shall be of a size which does not cover more that 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.

(s) Affiliate undertakes to retransmit signals of the Subscribed Channels in its entirety without (i) any delay, cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels; and (iii) reformatting any Subscribed Channel(s) so that it appears on less than the full screen of a television.

(t) Affiliate shall not run, display, add, superimpose the notices of disconnection or discontinuation or non-availability of television channels, any multimedia graphics, on Affiliate's Permitted Digital Distribution Platform's EPG, in such a manner that will interfere/adversely affect the viewing experience of the viewers of such television channels.

(u) Affiliate agrees that Broadcaster (and/or the respective owners of the Channel(s)) may re-name or re-brand the Channel(s)/Bouquet(s), or amend the logos of the Channel(s), at any time and in any manner as Broadcaster (and/or the respective owners of the Channel(s)) deem necessary and such name / logo change of the Channel(s) and/or Bouquet(s) shall be used and reflected by Affiliate (including in all applicable communications to Subscribers such as, EPG and home channel of Permitted Digital Distribution Platform, website, wapsite, brochures, application forms, Apps and invoices) in terms of intimation issued by Broadcaster (through Authorized Representative) to Affiliate.

(v) Affiliate undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channel(s). Affiliate further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify Broadcaster (through Authorized Representative) of any unauthorized copying, taping or use of any part of the Subscribed Channel(s) and shall fully cooperate with all requests by Broadcaster (through Authorized Representative) to take such steps as are reasonable and appropriate to cause such activities to cease.

(w) Affiliate shall not push content onto Affiliate's STBs, there shall not be automatic advertisement skipping function and/or Affiliate shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channel(s).

(x) Affiliate 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) Affiliate further undertakes that it shall not act in a manner that would discourage the Subscribers/consumers from subscribing/availing and viewing the Subscribed Channel(s) nor shall indulge in any negative publicity nor provide incentives, marketing, advertisements, etc., which would be detrimental to the interest of Broadcaster and/or the Subscribed Channel(s).

(z) Affiliate hereby undertakes not to introduce any such scheme/offer which may jeopardize the availability of the Subscribed Channel(s) on Affiliate's STBs of Affiliate's Permitted Digital Distribution Platform in any manner.

(aa) Affiliate undertakes not to modify, misuse or tamper with Broadcaster's STBs including the seal (paper seal to prevent opening of Broadcaster's STB) or any signals emanating there from, in a manner that prevents the identification of Broadcaster's STB number or interferes with signals emanating there from.

(bb) Affiliate undertakes to keep Broadcaster's STBs in good and serviceable order and condition to the satisfaction of Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Broadcaster (through Authorized Representative) in the event of any mechanical/technical fault in Broadcaster's STB.

(cc) Affiliate understands and acknowledges that Broadcaster (through Authorized Representative) shall have the right to run scroll(s) on its Channel(s) to provide such information to Subscribers as may be required by Broadcaster from time to time.

(dd) Affiliate acknowledges and agrees that Broadcaster (through Authorized Representative) may, by way of public notice(s), inform Active Subscribers about proposed disconnection of Subscribed Channel(s) in order to enable Active Subscribers to protect their interest.

(ee) Affiliate agrees and acknowledges that Broadcaster (through Authorized Representative) shall have right to run public awareness campaign regarding availability/non-availability of channels on Affiliate's Permitted Digital Distribution Platform. Affiliate specifically undertakes that Broadcaster (through Authorized Representative) shall be entitled to use the logo and / or marks of Affiliate during such campaign conducted in public interest.

(ff) Upon expiry/termination of the Agreement, Affiliate undertakes to return Broadcaster's STBs in good working condition to Broadcaster and pay to Authorized Representative, as payment to Broadcaster, all outstanding payments that may be payable to Broadcaster under the Agreement on the date of termination.

(gg) Upon change in the designated satellite of the Subscribed Channel(s), Affiliate undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channel(s) at its own expense.

(hh) By entering into this Agreement, Affiliate is not in breach of any its contractual obligation with respect to other service providers with whom it has any existing agreement.

(ii) Affiliate acknowledges that the Channels are provided by Broadcaster (through Authorized Representative) on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied.

(jj) Affiliate acknowledges and undertakes that it has read, evaluated and has understood the entire content of this Agreement and all terms and conditions of this Agreement including obligations, representations, warranties and undertaking of Affiliate under this Agreement are reasonable and justified in light of the transactions contemplated under this Agreement, and are nondiscriminatory, and are not greater than necessary for the legitimate preservation of the value of the Subscribed Channels and the content of the Subscribed Channels.

(kk) Affiliate undertakes to keep accurate and complete Subscriber Records and make such Subscriber Records available to Broadcaster (through Authorized Representative) and/or its representatives for inspection upon reasonable notice.

(ll) Affiliate acknowledges that the information and documents provided by Affiliate at the time of execution of this Agreement, including but not limited to address, contact details, etc., are correct as on the date of execution of this Agreement. Affiliate further undertakes that any change/update to such information shall be intimated by Affiliate to Broadcaster (through Authorized Representative) in writing (email permitted) as and when such changes happen. It is specifically agreed by Affiliate that in the event it fails to intimate about such changes to Broadcaster (through Authorized

Representative) then, any communication/notice sent to Affiliate at the contact details mentioned in this Agreement shall be deemed to have been successfully severed/delivered to Affiliate.

**19. TERM & TERMINATION:**

(a) This Agreement be valid for a period of twelve (12) months, i.e., commencing from _____ day of _____, 20__ and expiring on _____ day of _____, 20__ (both dates included), unless terminated earlier in accordance with terms of the other provisions of this Agreement ("**Term**").

(b) The Parties understand and acknowledge that in case they fail to enter into new interconnection agreement before expiry of the Term, Broadcaster shall cease to provide signals of the Subscribed Channels to Affiliate upon expiry of the Term.

(c) In case Affiliate is not desirous of executing a new interconnection agreement upon expiry of the Term, Affiliate shall fifteen (15) days prior to the date of expiry of the Term, inform the Active Subscribers through scrolls on the Subscribed Channels the date of expiry of the Agreement and the date of disconnection of signals of the Subscribed Channels.

(d) Each Party shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by giving 21 (twenty-one) days' written notice, as per Applicable Laws, to the other Party if such other Party is in breach of any of the terms and conditions of this Agreement.

(e) Either Party has the right at its discretion to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by a written notice to the other Party, subject to Applicable Laws, in the event of dissolution of the partnership *(if applicable)*, initiation of winding up/bankruptcy/insolvency proceedings against the other Party or appointment of receiver over the assets of the other Party.

(f) Broadcaster (through Authorized Representative) shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels by a written notice to Affiliate if Broadcaster discontinues the Subscribed Channel(s) with respect to all DPOs and provides Affiliate with a written notice as per Applicable Laws.

(g) Broadcaster (through Authorized Representative) shall have the right to terminate this Agreement and/or disconnect/deactivate signals of the Subscribed Channels to Affiliate and/or take any other action as may be appropriate, upon occurrence of any of the following:
   (i) if the registrations/licenses/permissions necessary for Affiliate to operate its Permitted Digital Distribution Platform is revoked;
   (ii) in the event of assignment of the Agreement by Affiliate without prior written approval of Broadcaster (through Authorized Representative);
   (iii) if Affiliate voluntarily or by operation of law loses control of its Permitted Digital Distribution Platform (including but not limited to by entering into an agreement/arrangement with any third party for operational and/or administrative and/or funding purposes, etc.);
   (iv) if Affiliate is blacklisted in the GST portal and/or if the rating of Affiliate on the GST portal goes down below the generally acceptable GST rating;
   (v) in the event Broadcaster (or the applicable channel owner) is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to Affiliate or limits Affiliate's right or authorization to distribute/retransmit the Subscribed Channels or in the event of any court order which prevents/restricts Broadcaster (or the applicable channel owner) to provide the Subscribed Channels to Affiliate under this Agreement.

(h) Affiliate may terminate this Agreement after giving 90 (ninety) days' prior written notice to Broadcaster (through Authorized Representative) if Affiliate discontinues its Permitted Digital Distribution Platform.

(i) The Parties agree that if Broadcaster's right to distribute any channel from amongst the Channels in India is revoked due to expiry/termination of agreement/arrangement between Broadcaster and the owner of such channel, then this Agreement with respect to such channel shall deemed to have been terminated.

(j) Broadcaster's rights to terminate the Agreement shall be without prejudice to Broadcaster's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.

**20. CONSEQUENCES OF EXPIRY/TERMINATION:**

(a) Upon expiry/termination of the Agreement:
   (i) Broadcaster shall disconnect/deactivate signals of the Subscribed Channels; and
   (ii) Affiliate shall return Broadcaster's STBs in good working condition *(normal wear and tear accepted)*. In case Broadcaster's STBs are damaged due to negligence of Affiliate, Authorized Representative, on behalf of Broadcaster, shall be authorized to recover the actual repair cost from Affiliate and in the event Broadcaster's STBs are beyond

repair, Affiliate shall be liable to pay to Authorized Representative the cost of such Broadcaster's STBs as on the date it was supplied to Affiliate.

(b) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession.

(c) Affiliate shall, within seven (7) days of the expiry/termination of the Agreement, pay to Authorized Representative (as payment towards Broadcaster) 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 Broadcaster under the Agreement as on the date of expiry/termination, failing which, such outstanding amounts shall be payable together with interest at the rate of eighteen percent (18%) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstanding, along with applicable interest, in full.

(d) Those provisions of this Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

**21. INTELLECTUAL PROPERTY RIGHTS:**

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

(b) All Intellectual Property related to the Subscribed Channels shall belong exclusively to the channel owner/broadcaster of each Subscribed Channel or its respective affiliated companies or licensor. Affiliate shall not acquire any proprietary or other rights in the Intellectual Property to which Broadcaster and/or any of the channel owner/broadcaster or their associates or subsidiaries assert proprietary or other rights, which may be notified to Affiliate from time to time in writing and agrees not to use the Intellectual Property in any corporate or trade name. Affiliate may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of Authorized Representative. Marketing materials generated by Affiliate may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels and/or the applicable channel owner/broadcaster. Such marketing materials shall require the prior written approval of Broadcaster and/or any of the channel owner/broadcaster, through Authorized Representative. Affiliate shall not acquire any proprietary or other rights over the Marks and agrees not to use Marks without prior written consent of Broadcaster and/or any of the channel owner/broadcaster, through Authorized Representative. Unless notified to the contrary by Authorized Representative, 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 Broadcaster and/or any of the channel owner/broadcaster, through Authorized Representative. To the extent any of such rights are deemed to accrue to Affiliate, Affiliate agrees that such rights are the exclusive property of Broadcaster and/or any of the channel owner/broadcaster, as applicable. Authorized Representative for and on behalf of Broadcaster and/or any of the channel owner/broadcaster reserves the right to inspect any such material at any time without prior notice. Affiliate 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 Broadcaster/Authorized Representative, resembles any of the Intellectual Property. Affiliate shall include appropriate copyright and other legal notices as Authorized Representative for on behalf of Broadcaster may require and shall promptly call to the attention of Authorized Representative the use of any Intellectual Property or of any names or marks that resemble any Intellectual Property by any third party in India. Affiliate shall within 10 days after termination of this Agreement return to Authorized Representative or, at Authorized Representative'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 Broadcaster/Authorized Representative are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to Authorized Representative/Broadcaster (or its designee) all interest in and to any graphic representation created by or for Affiliate of any Intellectual Property. To the extent permissible by law, Affiliate hereby irrevocably appoints Broadcaster/Authorized Representative as its lawful attorney-in-fact to carry out any legal action required to cancel any registration or application for registration obtained or made by Affiliate for the Intellectual Property pertaining to Broadcaster/channel owner/Authorized Representative and the Subscribed Channels as mentioned herein or to cause all of Affiliate's interest in such registrations or application to be transferred to Authorized Representative /Broadcaster (or its designee), it being acknowledged that such power is a power coupled with an interest.

**22. ADVERTISING AND PROMOTIONS:**

(a) Broadcaster grants to Affiliate the non-exclusive right during the Term to use the Marks solely in connection with the marketing and promotion of the Subscribed Channel(s) and in a manner that has been pre-approved by Broadcaster (through Authorized Representative).

(b) Affiliate undertakes to give:
   (i) an equal amount of marketing support for the Subscribed Channels as it provides to other channel(s) of the same genre;
   (ii) similar treatment to all Subscribed Channels in all advertising material whereby 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
   (iii) opportunity to the Subscribed Channels to participate in events and promotions that Affiliate undertakes.

**23. MISCELLANEOUS:**

(a) Confidentiality: Affiliate shall keep in strict confidence any Confidential Information received by it from Broadcaster/Authorized Representative and shall not disclose the same to any person, not being a party to this Agreement. Affiliate 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 Affiliate 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 Broadcaster/Authorized Representative and Affiliate shall not acquire any rights in the Confidential Information.

(b) Limitation of Liability:
   (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the Applicable Laws, 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. However, the limitation of liability shall not apply in case a Party infringes any intellectual property right(s) of the other Party and/or such Party is guilty of fraud and/or willful misconduct and/or gross negligence.
   (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.
   (iii) Broadcaster/Authorized Representative shall not be liable to Affiliate, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any direct and/or indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement.
   (iv) Without prejudice to the foregoing, the maximum aggregate liability of Broadcaster for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fee that has actually been paid by Affiliate to Broadcaster (through Authorized Representative) for the immediately preceding three (3) months from the date of claim.
   (v) In the event retransmission of the Subscribed Channels or any of its content in the Territory through Affiliate's Permitted Digital Distribution Platform requires any consent, permissions, approvals or licenses from any governmental or statutory authority, Broadcaster shall not be liable for the same and Affiliate shall at its sole cost and expense shall be responsible for obtaining all such necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities and maintaining the same throughout the Term.

(c) 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 Affiliate/Broadcaster's 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.

(d) 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 Broadcaster/Authorized Representative by virtue of this Agreement or by Broadcaster's delivery of the Subscribed Channels to Affiliate. This Agreement between Broadcaster (through Authorized Representative) and Affiliate is on principal to principal basis and is terminable in nature.

(e) 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.

(f) Assignment:

(i) Notwithstanding anything contained in the Agreement or by operation of law or otherwise, Affiliate shall not have the right, without the prior written consent of Broadcaster (through Authorized Representative), to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party.

(ii) Broadcaster 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 Broadcaster *vis-à-vis* Affiliate.

(g) Indemnity and Third-Party Claims:

(i) Each Party shall keep and hold the other Party and such other 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 acts, omissions, misstatements or breach of any representations, warranties, undertakings of the defaulting Party.

(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) This Clause shall survive termination of the Agreement.

(h) Affiliate acknowledges that Broadcaster has authorized IndiaCast *(in IndiaCast's capacity as Authorized Representative of Broadcaster)* inter-alia to (i) execute this Agreement for and on behalf of Broadcaster, (ii) raise invoices and collect monies as per terms of this Agreement (iii) issue notices/statutory notices, under TRAI regulations, for disconnection of Channel(s) to Affiliate and to take all necessary steps/actions including but not limited to effecting disconnection of Channel(s) for any breach of terms of this Agreement (v) file complaints and/or institute any litigation arising out of distribution of the Channels on behalf of Broadcaster and/or defend any litigations filed against Broadcaster and/or IndiaCast before any courts, tribunals including but not limited to TDSAT and/or local authorities (collectively "Courts & Authorities") and to represent Broadcaster in all matters incidental there to as may be considered necessary (vi) on behalf of Broadcaster to settle or withdraw any suit before Courts & Authorities, (vii) monitor and investigate any incidents of unauthorised copying, transmitting, exhibiting, illegal use or other infringements of the Channel(s) and to take all necessary legal actions thereto before any Courts & Authorities (vii) take prompt steps in accordance with law to prevent or stop piracy of the Channel(s) including imposition of such measures on Affiliate as may be necessary to combat both piracy within India and leakage of Channel(s)' signals outside India and (viii) do all lawful thing that may be required to be done or is usually done in the course of conducting business, which is necessary in order to give effect to any of the above.

(i) Notices: All notices given hereunder shall be given in writing, by personal delivery, e-mail, courier, Speed Post or Registered Post A.D., at the correspondence address of Affiliate and Authorized Representative 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 *(i)* personal delivery shall be deemed to have been delivered on the same day on which the personal delivery takes place, *(ii)* e-mail shall be deemed to have been delivered on the same day on which the e-mail is sent, unless a delivery-failure notification is received by the sender and *(iii)* courier or Speed Post or Registered Post A.D. shall be deemed to have been delivered on the 3rd (third) day from the date of dispatch of such courier or Speed Post or Registered Post, as applicable. All notices to Broadcaster shall *also* be addressed to the attention of "Head-Legal", IndiaCast Media Distribution Private Limited, 703, 7th Floor, Kaledonia, Sahar Road, Opposite Vijay Nagar, Andheri East, Mumbai – 400 069.

(j) 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.

(k) Survival: Any provision of this Agreement that contemplates or governs performance or observance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement for any reason. The following provisions will survive the expiration or termination of this Agreement: Representations and Warranties of Affiliate, Intellectual Property, Indemnification, Limitation of Liability and Confidentiality.

(l) Regulatory Intervention: In the event of any change in Applicable Laws or any final un-appealable order of any competent court or tribunal ("**Regulatory Intervention**") which would have a material adverse effect on either of the Parties, then Parties shall amend this Agreement in writing or execute fresh agreement to comply with such change. Parties agree that such amendment/fresh agreement shall be effective from the date of implementation of any such Regulatory Intervention.

(m) Governing Law and Jurisdiction: 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 to entertain any disputes arising out of relating to this Agreement.

(n) Counterpart: This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

(o) Stamp Duty: The applicable stamp duty payable on this Agreement shall be borne by Affiliate. In the event such stamp duty is paid by Broadcaster (through Authorized Representative), then Affiliate shall reimburse the same to Broadcaster/Authorized Representative within 15 (fifteen) days of Broadcaster (through Authorized Representative) informing Affiliate of the same.

(p) Special Overriding Condition: Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to Broadcaster's challenge / right to challenge / impugn certain provisions of TRAI's notifications dated March 3, 2017, as amended. Broadcaster reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI's notifications dated March 3, 2017, as amended.

(q) Entire Understanding/Modifications: This Agreement along with its Annexures contains the entire understanding between the Parties with respect to the Channels/Subscribed Channels herein. The Parties are executing this Agreement in acceptance of the mutually agreed contents of this Agreement, out of their own free will, consent and volition and without any sort of force, coercion or any undue influence. This Agreement shall become binding on the Parties and enforceable at law only after counter signature by Broadcaster (through Authorized Representative). Upon execution, this Agreement shall supersede all prior understandings between the Parties with respect to retransmission of the Subscribed Channel(s) on Affiliate's Permitted Digital Distribution Platform in the Territory. Any modification, variation, alteration and amendment of the provisions of this Agreement shall become effective only once the same has been captured in writing and executed by and both Parties.

**IN WITNESS WHEREOF**, the Parties hereunto have set their hands towards execution of the Agreement.

| | | |
|---|---|---|
| **For TV18 Broadcast Limited,** through its Authorized Representative, IndiaCast Media Distribution Private Limited | | |
| Signature: _____ | & | Signature: _____ |
| Name: _____ | & | Name: _____ |
| Title: _____ | & | Title: _____ |
| **For** _____ **[Name of Affiliate]** | | |
| Signature: _____ | | |
| Name: _____ | | |
| Title: _____ | | |

_____ & _____

For Broadcaster (through Authorized Representative)

_____

For Affiliate

**ANNEXURE A**

**TERRITORY**

(a) Registered area of operation of Affiliate as mentioned in the registration granted by the Central Government:

_____

(b) "**Territory**" means such areas in India which are listed in Column B below:

| Column A | Column B | Column C | Column D | Column E |
|---|---|---|---|---|
| **Sl. No.** | **Territory** | **District** | **State / Union Territory** | **Head-end from which signals of Channels shall be retransmitted to this Territory** |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

_____ & _____

For Broadcaster (through Authorized Representative)

_____

For Affiliate

**ANNEXURE B**

**LIST OF CHANNELS**

| Sr. No. | Channel Name | Genre | Language[2] |
|---|---|---|---|
| 1. | Colors | General Entertainment | Hindi |
| 2. | Colors Infinity | General Entertainment | English |
| 3. | The History Channel | Infotainment | Hindi |
| 4. | Comedy Central | General Entertainment | English |
| 5. | Nick Jr | Kids | English |
| 6. | Sonic | Kids | Hindi |
| 7. | CNBC TV18 | News & Current Affairs | English |
| 8. | MTV | Music | Hindi |
| 9. | Nick | Kids | Hindi |
| 10. | CNN News18 | News & Current Affairs | English |
| 11. | CNBC Awaz | News & Current Affairs | Hindi |
| 12. | Vh1 | Music | English |
| 13. | Colors Marathi | General Entertainment | Marathi |
| 14. | Colors Kannada | General Entertainment | Kannada |
| 15. | Colors Bangla | General Entertainment | Bangla |
| 16. | Colors Odia | General Entertainment | Odia |
| 17. | Colors Cineplex | Movies | Hindi |
| 18. | MTV Beats | Music | Hindi |
| 19. | Colors Gujarati | General Entertainment | Gujarati |
| 20. | CNBC Bajaar | News & Current Affairs | Gujarati |
| 21. | News18 Lokmat | News & Current Affairs | Marathi |
| 22. | News18 Bihar/Jharkhand | News & Current Affairs | Hindi |
| 23. | News18 Uttar Pradesh/Uttarakhand | News & Current Affairs | Hindi |
| 24. | News18 Madhya Pradesh/Chhattisgarh | News & Current Affairs | Hindi |
| 25. | News18 Rajasthan | News & Current Affairs | Hindi |
| 26. | News18 Kannada | News & Current Affairs | Kannada |
| 27. | News18 Bangla | News & Current Affairs | Bangla |
| 28. | News18 Gujarati | News & Current Affairs | Gujarati |
| 29. | News18 Jammu/Kashmir/Ladakh/Himachal | News & Current Affairs | Urdu |
| 30. | News18 Punjab/Haryana | News & Current Affairs | Punjabi |
| 31. | News18 Odia | News & Current Affairs | Odia |
| 32. | Colors Super | General Entertainment | Kannada |
| 33. | Colors Tamil | General Entertainment | Tamil |
| 34. | Colors Kannada Cinema | Movies | Kannada |
| 35. | Colors Rishtey | General Entertainment | Hindi |
| 36. | News18 India | News & Current Affairs | Hindi |
| 37. | News18 Tamil Nadu | News & Current Affairs | Tamil |
| 38. | News18 Kerala | News & Current Affairs | Malayalam |
| 39. | News18 Assam/North East | News & Current Affairs | Assamese |
| 40. | Colors HD | General Entertainment | Hindi |
| 41. | History TV18 HD | Infotainment | Hindi |
| 42. | CNBC TV18 Prime HD | News & Current Affairs | English |
| 43. | Colors Infinity HD | General Entertainment | English |
| 44. | Vh1 HD | Music | English |
| 45. | Comedy Central HD | General Entertainment | English |
| 46. | Nick HD+ | Kids | English |
| 47. | Colors Marathi HD | General Entertainment | Marathi |
| 48. | Colors Bangla HD | General Entertainment | Bangla |
| 49. | Colors Kannada HD | General Entertainment | Kannada |
| 50. | Colors Tamil HD | General Entertainment | Tamil |
| 51. | MTV Beats HD | Music | Hindi |

[2] Certain channels may have additional language feeds which may be continued / discontinued / replaced / substituted from time to time without any obligations towards the Affiliate.

| Sr. No. | Channel Name | Genre | Language[2] |
|---|---|---|---|
| 52. | MTV HD | Music | Hindi |
| 53. | Colors Cineplex HD | Movies | Hindi |
| 54. | Colors Gujarati Cinema | Movies | Gujarati |
| 55. | Colors Bangla Cinema | Movies | Bangla |
| 56. | Sports18 1 | Sports | English |
| 57. | Sports18 1 HD | Sports | English |

**ANNEXURE C**

**(I) A-LA-CARTE MRP AND A-LA-CARTE RTA OF CHANNELS**

| Assign (✓) against channel(s) to mark selection and assign (X) against channel(s) to mark non-selection[3] | Channel Name | A-La-Carte MRP per subscriber per month (in Rs.) | A-La-Carte RTA per subscriber per month (in Rs.) | Nature of the Channel |
|---|---|---|---|---|
| | Colors | 19.00 | 15.20 | Pay |
| | Colors Infinity | 5.00 | 4.00 | Pay |
| | The History Channel | 3.00 | 2.40 | Pay |
| | Comedy Central | 5.00 | 4.00 | Pay |
| | Nick Jr | 1.00 | 0.80 | Pay |
| | Sonic | 2.00 | 1.60 | Pay |
| | CNBC TV18 | 4.00 | 3.20 | Pay |
| | MTV | 3.00 | 2.40 | Pay |
| | Nick | 6.00 | 4.80 | Pay |
| | CNN News18 | 0.50 | 0.40 | Pay |
| | CNBC Awaz | 1.00 | 0.80 | Pay |
| | Vh1 | 1.00 | 0.80 | Pay |
| | Colors Marathi | 10.00 | 8.00 | Pay |
| | Colors Kannada | 19.00 | 15.20 | Pay |
| | Colors Kannada Cinema | 2.00 | 1.60 | Pay |
| | Colors Bangla | 8.00 | 6.40 | Pay |
| | Colors Odia | 7.00 | 5.60 | Pay |
| | Colors Cineplex | 3.00 | 2.40 | Pay |
| | MTV Beats | 0.10 | 0.08 | Pay |
| | Colors Gujarati | 5.00 | 4.00 | Pay |
| | CNBC Bajaar | 1.00 | 0.80 | Pay |
| | News18 Lokmat | 0.10 | 0.08 | Pay |
| | News18 Bihar/Jharkhand | 0.10 | 0.08 | Pay |
| | News18 Uttar Pradesh/Uttarakhand | 0.10 | 0.08 | Pay |
| | News18 Madhya Pradesh/Chhattisgarh | 0.10 | 0.08 | Pay |
| | News18 Rajasthan | 0.10 | 0.08 | Pay |
| | News18 Kannada | 0.10 | 0.08 | Pay |
| | News18 Bangla | 0.10 | 0.08 | Pay |
| | News18 Gujarati | 0.10 | 0.08 | Pay |
| | News18 Jammu/Kashmir/Ladakh/Himachal | 0.10 | 0.08 | Pay |
| | News18 Punjab/Haryana | 0.10 | 0.08 | Pay |
| | News18 Odia | 0.10 | 0.08 | Pay |
| | Colors Super | 3.00 | 2.40 | Pay |
| | Colors Tamil | 4.00 | 3.20 | Pay |
| | Colors Rishtey | 1.00 | 0.80 | Pay |
| | News18 India | 0.10 | 0.08 | Pay |
| | News18 Tamil Nadu | 0.10 | 0.08 | Pay |
| | News18 Kerala | 0.10 | 0.08 | Pay |
| | News18 Assam/North East | 0.10 | 0.08 | Pay |
| | Colors HD | 19.00 | 15.20 | Pay |
| | History TV18 HD | 7.00 | 5.60 | Pay |
| | CNBC TV18 Prime HD | 1.00 | 0.80 | Pay |
| | Colors Infinity HD | 9.00 | 7.20 | Pay |
| | Vh1 HD | 2.00 | 1.60 | Pay |
| | Comedy Central HD | 9.00 | 7.20 | Pay |

[3] If Affiliate has not marked any selection, i.e., either tick (✓) **OR** cross (X) mark, against any channel, then it shall be deemed that Affiliate does not want to avail that channel.

_____ & _____ _____

For Broadcaster (through Authorized Representative) For Affiliate

| Assign (✓) against channel(s) to mark selection and assign (X) against channel(s) to mark non-selection[3] | Channel Name | A-La-Carte MRP per subscriber per month (in Rs.) | A-La-Carte RTA per subscriber per month (in Rs.) | Nature of the Channel |
|---|---|---|---|---|
| | Nick HD+ | 10.00 | 8.00 | Pay |
| | Colors Marathi HD | 17.00 | 13.60 | Pay |
| | Colors Bangla HD | 14.00 | 11.20 | Pay |
| | Colors Kannada HD | 19.00 | 15.20 | Pay |
| | Colors Tamil HD | 7.00 | 5.60 | Pay |
| | MTV Beats HD | 1.00 | 0.80 | Pay |
| | MTV HD | 5.00 | 4.00 | Pay |
| | Colors Cineplex HD | 5.00 | 4.00 | Pay |
| | Colors Gujarati Cinema | 1.00 | 0.80 | Pay |
| | Colors Bangla Cinema | 1.00 | 0.80 | Pay |
| | Sports18 1 | 12.00 | 9.60 | Pay |
| | Sports18 1 HD | 12.00 | 9.60 | Pay |

**(II) BOUQUETS OF CHANNELS ALONG WITH MRP[4]**

| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
|---|---|---|---|---|
| | **Colors Wala Hindi Budget** | CNBC Awaz | 24.81 | 19.84 |
| | | Colors | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Hindi Budget Plus** | CNBC Awaz | 24.83 | 19.86 |
| | | CNBC TV18 | | |

[4] If Affiliate has not marked any selection, i.e., either tick (✓) **OR** cross (X) mark, against any bouquet, then it shall be deemed that Affiliate does not want to avail that bouquet

_____ & _____ _____

For Broadcaster (through Authorized Representative) For Affiliate

| | | | | |
|---|---|---|---|---|
| | | CNN News18 | | |
| | | Colors | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Hindi Value** | CNBC Awaz | 27.83 | 22.26 |
| | | Colors | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Hindi Value Plus** | CNBC Awaz | 27.85 | 22.28 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | The History Channel | | |

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|---|---|---|---|---|
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Hindi Family** | CNBC Awaz | 32.85 | 26.28 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Infinity | | |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |

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| | **Colors Wala North East Budget** | Colors Infinity | 14.78 | 11.83 |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | MTV | | |
| | | News18 Assam/North East | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala North East Value Plus** | CNBC TV18 | 18.85 | 15.08 |
| | | CNN News18 | | |
| | | Colors Infinity | | |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | MTV | | |
| | | News18 Assam/North East | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Kerala Budget Plus** | CNBC TV18 | 7.91 | 6.33 |
| | | CNN News18 | | |
| | | Colors Tamil | | |
| | | The History Channel | | |
| | | MTV Beats | | |
| | | News18 Kerala | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Kerala Value** | CNBC TV18 | 14.88 | 11.91 |
| | | CNN News18 | | |
| | | Colors Infinity | | |
| | | Comedy Central | | |
| | | Colors Tamil | | |
| | | The History Channel | | |
| | | MTV Beats | | |
| | | News18 Kerala | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |

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|---|---|---|---|---|
| | | Nick | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Karnataka Budget Plus** | CNBC TV18 | 27.84 | 22.28 |
| | | CNN News18 | | |
| | | Colors Kannada | | |
| | | Colors Kannada Cinema | | |
| | | Colors Super | | |
| | | Colors Tamil | | |
| | | The History Channel | | |
| | | News18 Kannada | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Sonic | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Karnataka Value Plus** | CNBC Awaz | 32.89 | 26.31 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Kannada | | |
| | | Colors Kannada Cinema | | |
| | | Colors Super | | |
| | | Colors Tamil | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 India | | |
| | | News18 Kannada | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Karnataka Family** | CNBC Awaz | 37.89 | 30.31 |
| | | CNBC TV18 | | |

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|---|---|---|---|---|
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Infinity | | |
| | | Colors Kannada | | |
| | | Colors Kannada Cinema | | |
| | | Colors Super | | |
| | | Colors Tamil | | |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Kannada | | |
| | | News18 Kerala | | |
| | | News18 Lokmat | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Tamil Nadu | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Gujarat Budget** | CNBC Awaz | 24.84 | 19.87 |
| | | CNBC Bajaar | | |
| | | Colors | | |
| | | Colors Gujarati | | |
| | | Colors Gujarati Cinema | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |

| Bouquet to mark non-selection | | | | |
|---|---|---|---|---|
| | **Colors Wala Gujarat Budget Plus** | CNBC Awaz | 24.86 | 19.88 |
| | | CNBC Bajaar | | |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Gujarati | | |
| | | Colors Gujarati Cinema | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Gujarat Value Plus** | CNBC Awaz | 27.87 | 22.29 |
| | | CNBC Bajaar | | |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Gujarati | | |
| | | Colors Gujarati Cinema | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Gujarat Family** | CNBC Awaz | 32.87 | 26.29 |
| | | CNBC Bajaar | | |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Gujarati | | |
| | | Colors Gujarati Cinema | | |

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|---|---|---|---|---|
| | | Colors Infinity | | |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Bengal Budget** | CNBC Awaz | 24.85 | 19.88 |
| | | Colors | | |
| | | Colors Bangla | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Bengal Budget Plus** | CNBC Awaz | 24.86 | 19.89 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Bangla | | |
| | | The History Channel | | |

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|---|---|---|---|---|
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Bengal Value** | CNBC Awaz | 27.86 | 22.29 |
| | | Colors | | |
| | | Colors Bangla | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Bengal Value Plus** | CNBC Awaz | 27.87 | 22.30 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Bangla | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |

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| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Bengal Family** | CNBC Awaz | 32.87 | 26.30 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Bangla | | |
| | | Colors Infinity | | |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Odia | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Budget** | CNBC Awaz | 24.85 | 19.88 |
| | | Colors | | |
| | | Colors Marathi | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |

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|---|---|---|---|---|
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Budget Plus** | CNBC Awaz | 24.86 | 19.89 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Marathi | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Value** | CNBC Awaz | 27.86 | 22.29 |
| | | Colors | | |
| | | Colors Marathi | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Value Plus** | CNBC Awaz | 27.87 | 22.30 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Marathi | | |
| | | The History Channel | | |

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|---|---|---|---|---|
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Family** | CNBC Awaz | 32.87 | 26.30 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Infinity | | |
| | | Colors Marathi | | |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Odia Budget** | CNBC Awaz | 24.84 | 19.87 |
| | | Colors | | |
| | | Colors Odia | | |
| | | The History Channel | | |
| | | MTV | | |

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|---|---|---|---|---|
| | | MTV Beats | | |
| | | News18 India | | |
| | | News18 Odia | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Odia Budget Plus** | CNBC Awaz | 24.86 | 19.88 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Odia | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 India | | |
| | | News18 Odia | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Odia Value Plus** | CNBC Awaz | 27.87 | 22.29 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Odia | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 India | | |
| | | News18 Odia | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |

| Bouquet to mark non-selection | | | | |
|---|---|---|---|---|
| | **Colors Wala Odia Family** | CNBC Awaz | 32.87 | 26.29 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors | | |
| | | Colors Infinity | | |
| | | Colors Odia | | |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | MTV | | |
| | | MTV Beats | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Odia | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Telugu Budget Plus** | CNBC TV18 | 7.89 | 6.32 |
| | | CNN News18 | | |
| | | The History Channel | | |
| | | MTV Beats | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Telugu Value** | CNBC TV18 | 14.87 | 11.90 |
| | | CNN News18 | | |
| | | Colors Infinity | | |
| | | Comedy Central | | |

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|---|---|---|---|---|
| | | The History Channel | | |
| | | MTV Beats | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Tamil Budget Plus** | CNBC TV18 | 9.89 | 7.91 |
| | | CNN News18 | | |
| | | Colors Tamil | | |
| | | The History Channel | | |
| | | News18 Tamil Nadu | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Tamil Value** | CNBC TV18 | 14.88 | 11.91 |
| | | CNN News18 | | |
| | | Colors Infinity | | |
| | | Colors Tamil | | |
| | | Comedy Central | | |
| | | The History Channel | | |
| | | News18 Tamil Nadu | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala English Mini** | CNBC TV18 | 10 | 8 |
| | | CNN News18 | | |
| | | Colors Infinity | | |
| | | Comedy Central | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |

| Bouquet to mark non-selection | | | | |
|---|---|---|---|---|
| | **Colors Wala Hindi Budget HD** | CNBC Awaz | 34.79 | 27.83 |
| | | Colors HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Hindi Budget Plus HD** | CNBC Awaz | 34.81 | 27.85 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Hindi Value Plus HD** | CNBC Awaz | 37.86 | 30.28 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |

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|---|---|---|---|---|
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Hindi Value Plus HD (A)** | CNBC Awaz | 37.84 | 30.28 |
| | | Colors HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Hindi Family Plus HD** | CNBC Awaz | 49.85 | 39.88 |
| | | CNBC TV18 | | |

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|---|---|---|---|---|
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Infinity HD | | |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | CNBC TV18 Prime HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala North East Budget HD** | Colors Infinity HD | 22.82 | 18.26 |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | News18 Assam/North East | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala North East Value Plus HD** | CNBC TV18 | 26.88 | 21.50 |
| | | CNN News18 | | |
| | | Colors Infinity HD | | |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | News18 Assam/North East | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |

| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
|---|---|---|---|---|
| | **Colors Wala Kerala Budget Plus HD** | CNBC TV18 | 15.90 | 12.72 |
| | | CNN News18 | | |
| | | Colors Tamil HD | | |
| | | History TV18 HD | | |
| | | MTV Beats HD | | |
| | | News18 Kerala | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Kerala Value HD** | CNBC TV18 | 26.89 | 21.51 |
| | | CNN News18 | | |
| | | Colors Infinity HD | | |
| | | Comedy Central HD | | |
| | | Colors Tamil HD | | |
| | | History TV18 HD | | |
| | | MTV Beats HD | | |
| | | News18 Kerala | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Karnataka Budget Plus HD** | CNBC TV18 | 38.84 | 31.07 |
| | | CNN News18 | | |
| | | Colors Kannada HD | | |
| | | Colors Kannada Cinema | | |
| | | Colors Super | | |
| | | Colors Tamil HD | | |
| | | History TV18 HD | | |
| | | News18 Kannada | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |

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|---|---|---|---|---|
| | | Sonic | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Karnataka Value Plus HD** | CNBC Awaz | 49.87 | 39.90 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Kannada HD | | |
| | | Colors Kannada Cinema | | |
| | | Colors Super | | |
| | | Colors Tamil HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 India | | |
| | | News18 Kannada | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Karnataka Family Plus HD** | CNBC Awaz | 59.87 | 47.90 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Infinity HD | | |
| | | Colors Kannada HD | | |
| | | Colors Kannada Cinema | | |
| | | Colors Super | | |
| | | Colors Tamil HD | | |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Kannada | | |
| | | News18 Kerala | | |
| | | News18 Lokmat | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |

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|---|---|---|---|---|
| | | News18 Rajasthan | | |
| | | News18 Tamil Nadu | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | CNBC TV18 Prime HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Gujarat Budget HD** | CNBC Awaz | 34.82 | 27.86 |
| | | CNBC Bajaar | | |
| | | Colors HD | | |
| | | Colors Gujarati | | |
| | | Colors Gujarati Cinema | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Gujarat Budget Plus HD** | CNBC Awaz | 34.84 | 27.87 |
| | | CNBC Bajaar | | |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Gujarati | | |
| | | Colors Gujarati Cinema | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Vh1 HD | | |

| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
|---|---|---|---|---|
| | **Colors Wala Gujarat Value Plus HD** | CNBC Awaz | 37.87 | 30.29 |
| | | CNBC Bajaar | | |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Gujarati | | |
| | | Colors Gujarati Cinema | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Gujarat Family Plus HD** | CNBC Awaz | 49.86 | 39.89 |
| | | CNBC Bajaar | | |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Gujarati | | |
| | | Colors Gujarati Cinema | | |
| | | Colors Infinity HD | | |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |

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|---|---|---|---|---|
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | CNBC TV18 Prime HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Bengal Budget HD** | CNBC Awaz | 34.85 | 27.88 |
| | | Colors HD | | |
| | | Colors Bangla HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Bengal Budget Plus HD** | CNBC Awaz | 34.86 | 27.89 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Bangla HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |

| Bouquet to mark non-selection | | | | |
|---|---|---|---|---|
| | Colors Wala Bengal Value Plus HD | CNBC Awaz | 37.88 | 30.31 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Bangla HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | Colors Wala Bengal Value Plus HD (A) | CNBC Awaz | 37.87 | 30.30 |
| | | Colors HD | | |
| | | Colors Bangla HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | Colors Wala Bengal Family Plus HD | CNBC Awaz | 49.87 | 39.90 |
| | | CNBC TV18 | | |

| | | | | |
|---|---|---|---|---|
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Bangla HD | | |
| | | Colors Infinity HD | | |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Odia | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Colors Bangla Cinema | | |
| | | Vh1 HD | | |
| | | CNBC TV18 Prime HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Budget HD** | CNBC Awaz | 34.85 | 27.88 |
| | | Colors HD | | |
| | | Colors Marathi HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Budget Plus HD** | CNBC Awaz | 34.86 | 27.89 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |

| | | | | |
|---|---|---|---|---|
| | | Colors HD | | |
| | | Colors Marathi HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Value Plus HD** | CNBC Awaz | 41.87 | 33.50 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Marathi HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Value Plus HD (A)** | CNBC Awaz | 41.86 | 33.49 |
| | | Colors HD | | |
| | | Colors Marathi HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |

| | | | | |
|---|---|---|---|---|
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Maharashtra Family Plus HD** | CNBC Awaz | 49.88 | 39.90 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Infinity HD | | |
| | | Colors Marathi HD | | |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 Gujarati | | |
| | | News18 India | | |
| | | News18 Lokmat | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | CNBC TV18 Prime HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Odia Budget HD** | CNBC Awaz | 34.82 | 27.86 |
| | | Colors HD | | |
| | | Colors Odia | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 India | | |
| | | News18 Odia | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Vh1 HD | | |

| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
|---|---|---|---|---|
| | **Colors Wala Odia Budget Plus HD** | CNBC Awaz | 34.84 | 27.87 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Odia | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 India | | |
| | | News18 Odia | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Vh1 HD | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Odia Value Plus HD** | CNBC Awaz | 37.87 | 30.29 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Odia | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 India | | |
| | | News18 Odia | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Odia Family Plus HD** | CNBC Awaz | 49.86 | 39.89 |
| | | CNBC TV18 | | |
| | | CNN News18 | | |
| | | Colors HD | | |
| | | Colors Infinity HD | | |
| | | Colors Odia | | |

| | | | | |
|---|---|---|---|---|
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV HD | | |
| | | MTV Beats HD | | |
| | | News18 Assam/North East | | |
| | | News18 Bangla | | |
| | | News18 Bihar/Jharkhand | | |
| | | News18 India | | |
| | | News18 Madhya Pradesh/Chhattisgarh | | |
| | | News18 Odia | | |
| | | News18 Punjab/Haryana | | |
| | | News18 Rajasthan | | |
| | | News18 Uttar Pradesh/Uttarakhand | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Colors Cineplex HD | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | CNBC TV18 Prime HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Telugu Budget Plus HD** | CNBC TV18 | 15.89 | 12.71 |
| | | CNN News18 | | |
| | | History TV18 HD | | |
| | | MTV Beats HD | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Telugu Value Plus HD** | CNBC TV18 | 26.87 | 21.50 |
| | | CNN News18 | | |
| | | Colors Infinity HD | | |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | MTV Beats HD | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |

| | | | | |
|---|---|---|---|---|
| | | Nick Jr | | |
| | | Colors Rishtey | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | CNBC TV18 Prime HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Tamil Budget Plus HD** | CNBC TV18 | 15.90 | 12.72 |
| | | CNN News18 | | |
| | | Colors Tamil HD | | |
| | | History TV18 HD | | |
| | | News18 Tamil Nadu | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala Tamil Value Plus HD** | CNBC TV18 | 26.89 | 21.51 |
| | | CNN News18 | | |
| | | Colors Infinity HD | | |
| | | Colors Tamil HD | | |
| | | Comedy Central HD | | |
| | | History TV18 HD | | |
| | | News18 Tamil Nadu | | |
| | | News18 Jammu/Kashmir/ Ladakh/Himachal | | |
| | | Nick HD+ | | |
| | | Nick Jr | | |
| | | Sonic | | |
| | | Vh1 HD | | |
| | | CNBC TV18 Prime HD | | |
| | | Nick | | |
| **Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection** | **Bouquet Name** | **Constituent Channels** | **Bouquet MRP per Subscriber per month (Rs.)** | **Bouquet RTA per Subscriber per month (Rs.)** |
| | **Colors Wala English Mini HD** | CNBC TV18 | 18 | 14.4 |
| | | CNN News18 | | |
| | | Colors Infinity HD | | |
| | | Comedy Central HD | | |
| | | CNBC TV18 Prime HD | | |

| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
|---|---|---|---|---|
| | Colors Wala English News + Sports Combo | CNBC TV18<br>CNN News18<br>Sports18 1 | 12.00 | 9.60 |
| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
| | Colors Wala English News + Sports Combo HD | CNBC TV18<br>CNN News18<br>CNBC TV18 Prime HD<br>Sports18 1 HD | 12.00 | 9.60 |
| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
| | Colors Wala English Entertainment + Sports Combo | Comedy Central<br>Colors Infinity<br>Sports18 1 | 14.75 | 11.80 |
| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
| | Colors Wala English Entertainment + Sports Combo HD | Comedy Central HD<br>Colors Infinity HD<br>Sports18 1 HD | 20.00 | 16.0 |
| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
| | Colors Wala English News + Entertainment + Sports Combo | CNBC TV18<br>CNN News18<br>Comedy Central<br>Colors Infinity<br>Sports18 1 | 17.75 | 14.20 |
| Assign (✓) against Bouquet to mark selection and assign (X) against Bouquet to mark non-selection | Bouquet Name | Constituent Channels | Bouquet MRP per Subscriber per month (Rs.) | Bouquet RTA per Subscriber per month (Rs.) |
| | | CNBC TV18<br>CNN News18<br>CNBC TV18 Prime HD<br>Comedy Central HD | 23.75 | 19.00 |

| | | | | |
|---|---|---|---|---|
| | **Colors Wala English News + Entertainment + Sports Combo HD** | Colors Infinity HD<br>Sports18 1 HD | | |

***The Bouquets where the Bouquet Name contains the word 'HD', such bouquets may also contain standard definition channels.**

**ANNEXURE D**[5]

**INCENTIVE PLANS ON A-LA-CARTE MRP OF SPECIFIED CHANNELS**

(I) "**Specified Channels**" shall mean the channels listed in Column B of Table A of this Annexure D (from amongst the Subscribed Channels which have been subscribed by Affiliate on a-la-carte basis).

(II) "**Relevant Target Market**", with respect to each Specified Channel, shall mean the respective target market for such channel as listed in Column C of Table A of this Annexure D.

**TABLE A**

Specified Channels and respective Relevant Target Market

| Column A | Column B | Column C |
|---|---|---|
| Sl. No. | Channel Name | Relevant Target Market |
| 1 | Colors Rishtey | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 2 | Colors Cineplex | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 3 | Sonic | All India |
| 4 | Nick Jr | All India |
| 5 | MTV | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 6 | MTV Beats | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 7 | VH1 | All India |
| 8 | Colors Gujarati | Gujarat |
| 9 | Colors Super | Karnataka |
| 10 | Colors Kannada Cinema | Karnataka |
| 11 | Colors Odia | Odisha |
| 12 | Colors Tamil | Tamil Nadu and Puducherry |
| 13 | The History Channel | All India |
| 14 | CNBC Awaz | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 15 | CNBC Bajaar | Gujarat |
| 16 | News18 India | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 17 | News18 Bihar / Jharkhand | Bihar and Jharkhand |
| 18 | News18 Madya Pradesh / Chhattisgarh | Madhya Pradesh and Chhattisgarh |
| 19 | News18 Rajasthan | Rajasthan |

[5] It is clarified that there is no obligation on Affiliate to comply with Incentive Plan offered under this Annexure D for availing signals of the Channels.

| Column A | Column B | Column C |
|---|---|---|
| Sl. No. | Channel Name | Relevant Target Market |
| 20 | News18 Uttar Pradesh/Uttarakhand | Uttar Pradesh and Uttarakhand |
| 21 | News18 Jammu/ Kashmir/Ladakh/ Himachal | Jammu and Kashmir and Himachal Pradesh |
| 22 | News18 Punjab/ Haryana | Punjab and Haryana |
| 23 | News18 Bangla | West Bengal, Tripura |
| 24 | News18 Gujarati | Gujarat |
| 25 | News18 Kannada | Karnataka |
| 26 | News18 Lokmat | Maharashtra |
| 27 | News18 Odia | Odisha |
| 28 | News18 Tamil Nadu | Tamil Nadu and Puducherry |
| 29 | News18 Assam/North East | Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Assam |
| 30 | News18 Kerala | Kerala |
| 31 | Colors Gujarati Cinema | Gujarat |
| 32 | Colors Bangla Cinema | West Bengal, Tripura |
| 33 | Colors Cineplex HD | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 34 | Nick HD+ | All India |
| 35 | MTV HD | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 36 | MTV Beats HD | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| 37 | VH1 HD | All India |
| 38 | Colors Bangla HD | West Bengal, Tripura |
| 39 | Colors Marathi HD | Maharashtra |
| 40 | Colors Tamil HD | Tamil Nadu and Puducherry |
| 41 | History TV18 HD | All India |

(III) **Terms & Conditions for availing incentive on a-la-carte MRP of Specified Channels under the Penetration Incentive Plan** – Affiliate shall be considered entitled to avail 10% (ten percent) incentive on the a-la-carte MRP of the Specified Channel if:

(a) the standard definition (SD) channels from amongst the Specified Channel are received by minimum 75% (seventy-five percent) of Affiliate's Active SD Subscriber Base in the respective Relevant Target Market. For the purpose herein, "Affiliate's Active SD Subscriber Base" shall mean total number of Active Subscribers who subscribe to ONLY SD channel(s) available on Affiliate's Permitted Digital Distribution Platform; and

(b) the high definition (HD) channels from amongst the Specified Channel are received by minimum 75% (seventy-five percent) of Affiliate's Active HD Subscriber Base in the respective Relevant Target Market. For the purpose herein, "Affiliate's Active HD Subscriber Base" shall mean the total number of Active Subscribers who subscribe to HD channel(s) available on Affiliate's Permitted Digital Distribution Platform.

(IV) **Terms & Conditions for availing incentive on a-la-carte MRP of Specified Channels under the LCN Incentive Plan** – Affiliate shall be considered eligible entitled to avail 5% (five percent) incentive on the a-la-carte MRP of the Specified Channel if:

(a) Affiliate places the applicable Specified Channel at their respective defined Slab on the EPG of Affiliate's Permitted Digital Distribution Platform *(in terms of Table B of this Annexure D)*; and

(b) Affiliate places the applicable Specified Channel(s) and their respective Competing Channel(s) *(in terms of Table B of this Annexure D)* consecutively in the EPG and also allocates consecutive LCNs to the Specified Channels and their respective Competing Channels.

(V) If Affiliate fails to fulfil any of the applicable terms and conditions of the Incentive Plan under this Annexure D at any time during a month of the Term, then Affiliate shall not be entitled to avail the respective incentive under such Incentive Plan during such particular month.

(VI) To be entitled to avail incentive under the Incentive Plan under this Annexure D, Affiliate shall provide Broadcaster (through Authorized Representative) the Entitlement Report in accordance with the provisions of this Agreement.

(VII) During Audit, Broadcaster (through Authorized Representative) shall be entitled to access the records, SMS, CAS and related systems of Affiliate's Permitted Digital Distribution Platform in order to determine the correctness of the Entitlement Reports submitted by Affiliate in terms of this Agreement.

(VIII) Broadcaster (through Authorized Representative) reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of these Incentive Plans at its sole discretion. In addition, Broadcaster (through Authorized Representative) at its sole discretion may amend the Incentive Plans *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed Channel, or (iii) in case of conversion of a channel from pay to FTA.

**Table B**

Specified Channels, Genre and Relative Positioning Slabs

| Sl. No. | Channel Name | Genre (Language) | Competing Channels | Slab |
|---|---|---|---|---|
| 1 | Colors Rishtey | General Entertainment (Hindi) | Zee Anmol, Zee TV, Sony Pal, STAR Bharat, STAR Plus, STAR Utsav, Sony Entertainment Television, SAB TV and channels of similar language and genre/ sub-genre | Top 10 |
| 2 | Colors Cineplex | Movies (Hindi) | Set Max, Zee Cinema, Star Gold, Zee Anmol Cinema, Star Utsav Movies, Sony WAH and channels of similar language and genre/ sub-genre | Top 10 |
| 3 | Colors Cineplex HD | Movies (Hindi) | Star Gold HD, Max HD, Zee Cinema HD, &Pictures HD, Star Gold Select HD and channels of similar language and genre/ sub-genre | Top 5 |
| 4 | Nick HD+ | Kids (Hindi) | CN+ HD, Baby TV HD and channels of similar language and genre/ sub-genre | Top 1 |
| 5 | Sonic | Kids (Hindi) | Disney Channel, Hungama, Pogo TV, Cartoon Network and channels of similar language and genre/ sub-genre | Top 7 |
| 6 | Nick Jr | Kids (English) | Disney Jr. , Disney Channel, Hungama, Pogo TV, Cartoon Network, Disney XD, Sony YAY, Discovery Kids and channels of similar language and genre/ sub-genre | Top 10 |
| 7 | MTV | Music (Hindi) | Zing, Mastiii, 9XM, B4U Music, Sony MIX, 9X Jalwa and channels of similar language and genre/ sub-genre | Top 1 |
| 8 | MTV HD | Music (Hindi) | Channels of similar language and genre/ sub-genre | Top 1 |
| 9 | MTV Beats | Music (Hindi) | Zing, Mastiii, 9XM, B4U Music, Sony MIX, 9X Jalwa and channels of similar language and genre/ sub-genre | Top 10 |
| 10 | MTV Beats HD | Music (Hindi) | Sony Rox HD and channels of similar language and genre/ sub-genre | Top 2 |
| 11 | VH1 | Music (English) | 9XO and channels of similar language and genre/ sub-genre | Top 1 |
| 12 | VH1 HD | Music (English) | Channels of similar language and genre/ sub-genre | Top 1 |
| 13 | Colors Bangla HD | General Entertainment (Bangla) | Zee Bangla HD, Star Jalsha HD and channels of similar language and genre/ sub-genre | Top 3 |
| 14 | Colors Gujarati | General Entertainment (Gujarati) | Channels of similar language and genre/ sub-genre | Top 1 |
| 15 | Colors Super | General Entertainment (Kannada) | Zee Kannada, Udaya TV, Star Suvarna, Udaya Comedy and channels of similar language and genre/ sub-genre | Top 6 |
| 16 | Colors Kannada Cinema | Movies (Kannada) | Udaya Movies and channels of similar language and genre/ sub-genre | Top 2 |
| 17 | Colors Marathi HD | General Entertainment (Marathi) | Zee Marathi HD, Star Pravah HD and channels of similar language and genre/ sub-genre | Top 3 |

| Sl. No. | Channel Name | Genre (Language) | Competing Channels | Slab |
|---|---|---|---|---|
| 18 | Colors Odia | General Entertainment (Odia) | Zee Sarthak, Tarang TV and channels of similar language and genre/ sub-genre | Top 3 |
| 19 | Colors Tamil | General Entertainment (Tamil) | Sun TV, STAR Vijay, Zee Tamil, Adithya TV, Polimer and channels of similar language and genre/ sub-genre | Top 5 |
| 20 | Colors Tamil HD | General Entertainment (Tamil) | Sun TV HD, Zee Tamil HD, Star Vijay HD and channels of similar language and genre/ sub-genre | Top 4 |
| 21 | The History Channel | Infotainment (Hindi) | Discovery, Animal Planet, NGC, NGC Wild, Sony BBC Earth, Discovery Science and channels of similar language and genre/ sub-genre | Top 3 |
| 22 | History TV18 HD | Infotainment (Hindi) | NGC HD, Discovery HD, Animal Planet HD, Sony BBC Earth HD, NGC Wild HD and channels of similar language and genre/ sub-genre | Top 3 |
| 23 | CNBC Awaz | News & Current Affairs (Hindi) | Zee Business and channels of similar language and genre/ sub-genre | Top 1 |
| 24 | CNBC Bajaar | News & Current Affairs (Gujarati) | Channels of similar language and genre/ sub-genre | Top 6 |
| 25 | News18 India | News & Current Affairs (Hindi) | Aaj Tak, Zee News, ABP News, India TV, News Nation and channels of similar language and genre/ sub-genre | Top 3 |
| 26 | News18 Bihar / Jharkhand | News & Current Affairs (Hindi) | Zee Bihar Jharkhand and channels of similar language and genre/ sub-genre | Top 1 |
| 27 | News18 Madya Pradesh / Chhattisgarh | News & Current Affairs (Hindi) | Zee Madhya Pradesh Chhattisgarh and channels of similar language and genre/ sub-genre | Top 2 |
| 28 | News18 Rajasthan | News & Current Affairs (Hindi) | Zee Rajasthan News and channels of similar language and genre/ sub-genre | Top 1 |
| 29 | News18 Uttar Pradesh / Uttarakhand | News & Current Affairs (Hindi) | Zee Uttar Pradesh Uttarakhand, News State UP/Uttarakhand and channels of similar language and genre/ sub-genre | Top 2 |
| 30 | News18 Jammu/ Kashmir/Ladakh/ Himachal | News & Current Affairs (Urdu) | Zee Salaam and channels of similar language and genre/ sub-genre | Top 2 |
| 31 | News18 Punjab/ Haryana | News & Current Affairs (Punjabi) | Zee Haryana Himachal, PTC News and channels of similar language and genre/ sub-genre | Top 2 |
| 32 | News18 Bangla | News & Current Affairs (Bangla) | ABP Ananda, Zee 24 Ghanta, Kolkata TV, R Plus, Bangla Time and channels of similar language and genre/ sub-genre | Top 5 |
| 33 | News18 Gujarati | News & Current Affairs (Gujarati) | TV9 Gujarati, ABP Asmita, Sandesh News, VTV Gujarati and channels of similar language and genre/ sub-genre | Top 4 |
| 34 | News18 Kannada | News & Current Affairs (Kannada) | TV9 Kannada, Public TV, Suvarna News 24x7, BTV News and channels of similar language and genre/ sub-genre | Top 4 |
| 35 | News18 Lokmat | News & Current Affairs (Marathi) | ABP Majha, Zee 24 Taas, TV9 Marathi, Jai Maharashtra and channels of similar language and genre/ sub-genre | Top 3 |
| 36 | News18 Odia | News & Current Affairs (Odia) | Odisha TV, News7, Kanak News, MBC TV, Zee Kalinga News and channels of similar language and genre/ sub-genre | Top 4 |
| 37 | News18 Tamil Nadu | News & Current Affairs (Tamil) | Polimer News, Thanthi TV, Puthiya Thalaimurai, News 7 Tamil, Sun News and channels of similar language and genre/sub-genre | Top 5 |
| 38 | News18 Assam/North East | News & Current Affairs (Assamese) | News Live 24x7, Pratidin Time, Prag News, DY 365 and channels of similar language and genre/sub-genre | Top 5 |
| 39 | News18 Kerala | News & Current Affairs (Malayalam) | Asianet News, Manorama News, Mathrubhumi News, Media One TV and channels of similar language and genre/sub-genre | Top 5 |
| 40 | Colors Gujarati Cinema | Movies (Gujarati) | Channels of similar language and genre/ sub-genre | Top 1 |

| Sl. No. | Channel Name | Genre (Language) | Competing Channels | Slab |
|---|---|---|---|---|
| 41 | Colors Bangla Cinema | Movies (Bangla) | Star Jalsha Movies, Zee Bangla Cinema and channels of similar language and genre/sub-genre | Top 4 |

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**ANNEXURE D-1[6]**

**INCENTIVE PLANS ON A-LA-CARTE MRP OF SPORTS CHANNEL(S)**

(I) "**Specified Sports Channel**" shall mean each sports channel listed in Column B of Table A of this Annexure D-1.

(II) "**Relevant Target Market**", with respect to each Specified Sports Channel, shall mean the corresponding target market for such channel as listed in Column C of Table A of this Annexure D-1.

**TABLE A**

Specified Sports Channels and their respective Relevant Target Market

| Column A | Column B | Column C |
|---|---|---|
| **Sl. No.** | **Sports Channel Name** | **Relevant Target Market** |
| 1 | Sports18 1 | All India |
| 2 | Sports18 1 HD | All India |

(III) **Terms & Conditions for availing incentive on a-la-carte MRP of Specified Sports Channels under the Penetration Incentive Plan** – Affiliate shall be considered entitled to avail 10% (ten percent) incentive on the a-la-carte MRP of the relevant Specified Sports Channel if:

(a) Sports18 1 is received by minimum 20% (twenty percent) of Affiliate's Active SD Subscriber Base in the applicable Relevant Target Market. For the purpose herein, "Affiliate's Active SD Subscriber Base" shall have the same meaning as ascribed in Annexure D.

(b) Sports18 1 HD is received by minimum 20% (twenty percent) of Affiliate's Active HD Subscriber Base in the applicable Relevant Target Market. For the purpose herein, "Affiliate's Active HD Subscriber Base" shall have the same meaning as ascribed in Annexure D.

(IV) **Terms & Conditions for availing incentive on a-la-carte MRP of Specified Sports Channels under the LCN Incentive Plan** – Affiliate shall be considered eligible entitled to avail 5% (five percent) incentive on the a-la-carte MRP of the relevant Specified Sports Channel if:

(a) Affiliate places the applicable Specified Sports Channel at its applicable defined Slab on the EPG of Affiliate's Permitted Digital Distribution Platform *(in terms of Table B of this Annexure D-1)*; and

(b) Affiliate places the applicable Specified Sports Channel(s) and their respective Competing Channel(s) *(in terms of Table B of this Annexure D-1)* consecutively in the EPG and also allocates consecutive LCNs to the Specified Sports Channels and their respective Competing Channels.

(V) If Affiliate fails to fulfil any of the applicable terms and conditions of the Incentive Plan under this Annexure D-1 at any time during a month of the Term, then Affiliate shall not be entitled to avail the respective incentive under such Incentive Plan during such particular month.

(VI) To be entitled to avail incentive under the Incentive Plan under this Annexure D-1, Affiliate shall provide Broadcaster (through Authorized Representative) the Entitlement Report in accordance with the provisions of this Agreement.

(VII) During Audit, Broadcaster (through Authorized Representative) shall be entitled to access the records, SMS, CAS and related systems of Affiliate's Permitted Digital Distribution Platform in order to determine the correctness of the Entitlement Reports submitted by Affiliate in terms of this Agreement.

(VIII) Broadcaster (through Authorized Representative) reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of these Incentive Plans at its sole discretion. In addition, Broadcaster (through Authorized Representative) at its sole discretion may amend the Incentive Plans *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed Channel, or (iii) in case of conversion of a channel from pay to FTA.

[6] It is clarified that there is no obligation on Affiliate to comply with Incentive Plan under this Annexure D-1 for availing signals of the Sports Channels.

**Table B**

Specified Channels, Genre and Relative Positioning Slabs

| Sl. No. | Channel Name | Genre (Language) | Competing Channels | Slab |
|---|---|---|---|---|
| 1. | Sports18 1 | Sports (English) | Star Sports 1, Star Sports 1 Hindi, Star Sports 2, Star Sports 3, Star Sports First, Star Sports Select 1, Star Sports Select 2, SIX, TEN 1, TEN 2, TEN 3, TEN 4 | Top 10 |
| 2. | Sports18 1 HD | Sports (English) | Star Sports 3 HD, Star Sports 1 HD Hindi, Star Sports HD1, Star Sports HD2, Star Sports Select HD1, Star Sports Select HD2, TEN 1 HD, TEN 2 HD, TEN 3 HD, TEN 4 HD, SIX HD | Top 10 |

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**ANNEXURE E**[7]

**INCENTIVE PLANS ON MRP OF SUBSCRIBED BOUQUETS (FOR CLARITY, EXCLUDING ON SUBSCRIBED BOUQUETS COMPRISING OF SPORTS CHANNEL(S))**

For the purpose of this Annexure E:

(A) "**Earmarked Channels**" shall mean the channels listed in Column A of Table A of this Annexure E.

(B) "**Relevant Target Market**", with respect to each Earmarked Channel, shall mean the respective target market for such channel as listed in Column B of Table A of this Annexure E.

**TABLE A**
Earmarked Channels and respective Relevant Target Market

| COLUMN A | COLUMN B |
|---|---|
| **Earmarked Channels** | **Relevant Target Markets** |
| Colors | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Diu and Daman, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| Colors Bangla | West Bengal, Tripura |
| Colors Marathi | Maharashtra, Goa |
| Colors Tamil | Tamil Nadu and Puducherry |
| Colors Kannada | Karnataka |
| Colors Odia | Odisha |
| Colors Gujarati | Gujarat, Daman and Diu, Dadra and Nagar Haveli |
| News18 Kerala | Kerala |
| News18 Assam/North East | Meghalaya, Arunachal Pradesh, Nagaland, Manipur, Mizoram, Assam |
| Colors HD | Jammu & Kashmir, Punjab, Himachal Pradesh, Haryana, Rajasthan, Chandigarh, Madhya Pradesh, Maharashtra, Goa, Dadra and Nagar Haveli, Daman and Diu, Gujarat, West Bengal, Chhattisgarh, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Odisha, Assam, Sikkim, Tripura and National Capital Territory of Delhi |
| Colors Bangla HD | West Bengal, Tripura |
| Colors Marathi HD | Maharashtra, Goa |
| Colors Tamil HD | Tamil Nadu and Puducherry |
| Colors Kannada HD | Karnataka |

(C) **Terms & Conditions for availing incentive on MRP of Subscribed Bouquet(s) (for clarity, excluding on Subscribed Bouquets comprising of Sports Channel(s)) under this Penetration Incentive Plan** –

(a) Affiliate shall be entitled to 10% (ten percent) penetration incentive on the MRP of Subscribed Bouquet(s) (for clarity, excluding on Subscribed Bouquets comprising of Sports Channel(s)) if:

(i) with respect to all Subscribed Bouquet (expect the Bouquets named 'Colors Wala English Mini', 'Colors Wala English Mini HD', 'Colors Wala Telugu Budget Plus', 'Colors Wala Telugu Value', 'Colors Wala Telugu Budget Plus HD' and 'Colors Wala Telugu Value Plus HD' as well as Subscribed Bouquets comprising of Sports Channel(s)) – once any of the applicable Earmarked Channel(s) forming part of these Subscribed Bouquet(s) is/are received by minimum 75% (seventy-five percent) of total Affiliate's Active Subscriber Base in the applicable Relevant Target Markets for such Earmarked Channel(s); provided however that while determining if the applicable Earmarked Channel(s) is/are being received by 75% of total Affiliate's Active Subscriber Base in the applicable Relevant Target Markets, the Active Subscribers receiving such Earmarked Channel(s) on a-la-carte basis shall not be considered;

(ii) with respect to the Bouquets named 'Colors Wala Telugu Budget Plus', 'Colors Wala Telugu Value', 'Colors Wala Telugu Budget Plus HD' and 'Colors Wala Telugu Value Plus HD' from amongst the Subscribed Bouquets – once all the Channel(s) forming part of 'Colors Wala Telugu Budget Plus' Bouquet or 'Colors Wala Telugu Budget Plus HD' Bouquet (*as applicable*) is received by minimum 75% (seventy-five percent) of total Affiliate's Active Subscriber Base in the States of Andhra Pradesh and Telangana. However, it is clarified that while determining if the applicable Channels are being received by 75% (seventy-five percent) of total Affiliate's Active Subscriber Base in the States of

[7] It is clarified that there is no obligation on Affiliate to comply with Incentive Plan set forth in this Annexure E for availing signals of the Channels.

Andhra Pradesh and Telangana, the Active Subscribers receiving such Channels on a-la-carte basis shall not be considered.

(iii) With respect to the Bouquets named 'Colors Wala English Mini' and 'Colors Wala English Mini HD' – once all the Channels forming part of the respective Bouquet from amongst these Bouquets are received by minimum 10% (ten percent) of total Affiliate's Active Subscriber Base. However, it is clarified that while determining if the applicable Channels are being received by 10% (ten percent) of total Affiliate's Active Subscriber Base, the Active Subscribers receiving such Channels on a-la-carte basis and/or through any other Bouquet(s) shall not be considered.

(b) For the purpose of evaluating if (i) the Earmarked Channel(s) forming part of any Budget / Budget Plus / Value / Value Plus / Family / Family Plus has/have achieved their prescribed penetration percentage in terms of Clause C(a)(i) of this Annexure E above and/or (ii) if the channels forming part of 'Colors Wala Telugu Budget Plus' and 'English Mini Bouquet'(as applicable) have achieved their prescribed penetration percentage in terms of Clause C(a)(ii) and Clause C(a)(iii) of this Annexure E, respectively, Affiliate's Active Subscriber Base subscribing to bouquets/packages comprising of ONLY SD channels available on Affiliate's Permitted Digital Distribution Platform shall be considered.

(c) For the purpose of evaluating if (i) the Earmarked Channel(s) forming part of any Budget HD / Budget Plus HD / Value HD / Value Plus HD / Family HD / Family Plus HD has/have achieved their prescribed penetration percentage in terms of Clause C(a)(i) of this Annexure E above and/or (ii) if the channels forming part of 'Colors Wala Telugu Budget Plus HD' and 'English Mini Bouquet HD'(as applicable) have achieved their prescribed penetration percentage in terms of Clause C(a)(ii) and Clause C(a)(iii) of this Annexure E above, respectively, Affiliate's Active Subscriber Base subscribing to bouquets/packages comprising of HD channels available on Affiliate's Permitted Digital Distribution Platform shall be considered.

(d) For clarity, Affiliate understands and acknowledges that the maximum penetration incentive that Affiliate may obtain in terms of this Penetration Incentive Plan (subject to compliance with the applicable provisions herein) shall not exceed 10% (ten percent) of the MRP of the Subscribed Bouquet(s).

(D) **Terms & Conditions for availing incentive on MRP of Subscribed Bouquet(s) under this LCN Incentive Plan** – Affiliate shall be considered entitled to avail 5% (five percent) incentive on the MRP of the Subscribed Bouquets if:

(a) Affiliate places all channels forming part of the Subscribed Bouquets at their respective defined Slab on the EPG of Affiliate's Permitted Digital Distribution Platform *(in terms of Table B of this Annexure E)*; and

(b) Affiliate places all channels forming part of the Subscribed Bouquets and their respective Competing Channel(s) *(in terms of Table B of this Annexure E)* consecutively in the EPG and also allocates consecutive LCNs to such channels and their respective Competing Channels.

**TABLE B**

Relative Positioning Slabs

| Sl. No. | Channel Name | Genre (Language) | Competing Channels | Slab |
|---|---|---|---|---|
| 3. | Colors | General Entertainment (Hindi) | Zee Anmol, Zee TV, Sony Pal, STAR Bharat, STAR Plus, STAR Utsav, Sony Entertainment Television, SAB TV and channels of similar language and genre/ sub-genre | Top 4 |
| 4. | Colors HD | General Entertainment (Hindi) | Zee TV HD, Star Bharat HD, Star Plus HD, Sony Entertainment Television HD and channels of similar language and genre/ sub-genre | Top 4 |
| 5. | Colors Rishtey | General Entertainment (Hindi) | Zee Anmol, Zee TV, Sony Pal, STAR Bharat, STAR Plus, STAR Utsav, Sony Entertainment Television, SAB TV and channels of similar language and genre/ sub-genre | Top 10 |
| 6. | Colors Cineplex | Movies (Hindi) | Set Max, Zee Cinema, Star Gold, Zee Anmol Cinema, Star Utsav Movies, Sony WAH and channels of similar language and genre/ sub-genre | Top 10 |
| 7. | Colors Cineplex HD | Movies (Hindi) | Star Gold HD, Max HD, Zee Cinema HD, &Pictures HD, Star Gold Select HD and channels of similar language and genre/ sub-genre | Top 5 |
| 8. | Nick | Kids (Hindi) | Disney Channel, Hungama, Pogo TV, Cartoon Network, Disney XD, Sony YAY, Discovery Kids and channels of similar language and genre/ sub-genre | Top 3 |
| 9. | Nick HD+ | Kids (Hindi) | CN+ HD, Baby TV HD and channels of similar language and genre/ sub-genre | Top 1 |

| Sl. No. | Channel Name | Genre (Language) | Competing Channels | Slab |
|---|---|---|---|---|
| 10. | Sonic | Kids (Hindi) | Disney Channel, Hungama, Pogo TV, Cartoon Network and channels of similar language and genre/ sub-genre | Top 7 |
| 11. | Nick Jr | Kids (English) | Disney Jr. , Disney Channel, Hungama, Pogo TV, Cartoon Network, Disney XD, Sony YAY, Discovery Kids and channels of similar language and genre/ sub-genre | Top 10 |
| 12. | MTV | Music (Hindi) | Zing, Mastiii, 9XM, B4U Music, Sony MIX, 9X Jalwa and channels of similar language and genre/ sub-genre | Top 1 |
| 13. | MTV HD | Music (Hindi) | Channels of similar language and genre/ sub-genre | Top 1 |
| 14. | MTV Beats | Music (Hindi) | Zing, Mastiii, 9XM, B4U Music, Sony MIX, 9X Jalwa and channels of similar language and genre/ sub-genre | Top 10 |
| 15. | MTV Beats HD | Music (Hindi) | Sony Rox HD and channels of similar language and genre/ sub-genre | Top 2 |
| 16. | VH1 | Music (English) | 9XO and channels of similar language and genre/ sub-genre | Top 1 |
| 17. | VH1 HD | Music (English) | Channels of similar language and genre/ sub-genre | Top 1 |
| 18. | Colors Infinity | General Entertainment (English) | AXN, Zee Café, STAR World and channels of similar language and genre/ sub-genre | Top 5 |
| 19. | Colors Infinity HD | General Entertainment (English) | AXN HD, Zee Café HD, Star World HD,Disney International HD and channels of similar language and genre/ sub-genre | Top 5 |
| 20. | Comedy Central | General Entertainment (English) | AXN, Zee Café, STAR World and channels of similar language and genre/ sub-genre | Top 3 |
| 21. | Comedy Central HD | General Entertainment (English) | AXN HD, Zee Café HD, Star World HD,Disney International HD and channels of similar language and genre/ sub-genre | Top 3 |
| 22. | Colors Bangla | General Entertainment (Bangla) | STAR Jalsha, Zee Bangla, Aakash Aath, Sony Aath and channels of similar language and genre/ sub-genre | Top 3 |
| 23. | Colors Bangla HD | General Entertainment (Bangla) | Zee Bangla HD, Star Jalsha HD and channels of similar language and genre/ sub-genre | Top 3 |
| 24. | Colors Gujarati | General Entertainment (Gujarati) | Channels of similar language and genre/ sub-genre | Top 1 |
| 25. | Colors Kannada | General Entertainment (Kannada) | Zee Kannada, Udaya TV, Star Suvarna, Udaya Comedy and channels of similar language and genre/ sub-genre | Top 2 |
| 26. | Colors Kannada HD | General Entertainment (Kannada) | Zee Kannada HD, Star Suvarna HD, Udaya TV HD and channels of similar language and genre/ sub-genre | Top 2 |
| 27. | Colors Super | General Entertainment (Kannada) | Zee Kannada, Udaya TV, Star Suvarna, Udaya Comedy and channels of similar language and genre/ sub-genre | Top 6 |
| 28. | Colors Kannada Cinema | Movies (Kannada) | Udaya Movies and channels of similar language and genre/ sub-genre | Top 2 |
| 29. | Colors Marathi | General Entertainment (Marathi) | Zee Marathi, STAR Pravah, Zee Yuva and channels of similar language and genre/ sub-genre | Top 3 |
| 30. | Colors Marathi HD | General Entertainment (Marathi) | Zee Marathi HD, Star Pravah HD and channels of similar language and genre/ sub-genre | Top 3 |
| 31. | Colors Odia | General Entertainment (Odia) | Zee Sarthak, Tarang TV and channels of similar language and genre/ sub-genre | Top 3 |
| 32. | Colors Tamil | General Entertainment (Tamil) | Sun TV, STAR Vijay, Zee Tamil, Adithya TV, Polimer and channels of similar language and genre/ sub-genre | Top 5 |
| 33. | Colors Tamil HD | General Entertainment (Tamil) | Sun TV HD, Zee Tamil HD, Star Vijay HD and channels of similar language and genre/ sub-genre | Top 4 |
| 34. | The History Channel | Infotainment (Hindi) | Discovery, Animal Planet, NGC, NGC Wild, Sony BBC Earth, Discovery Science and channels of similar language and genre/ sub-genre | Top 3 |

| Sl. No. | Channel Name | Genre (Language) | Competing Channels | Slab |
|---|---|---|---|---|
| 35. | History TV18 HD | Infotainment (Hindi) | NGC HD, Discovery HD, Animal Planet HD, Sony BBC Earth HD, NGC Wild HD and channels of similar language and genre/ sub-genre | Top 3 |
| 36. | CNN News18 | News & Current Affairs (English) | Republic TV, Times Now, India Today Television, NDTV 24x7, Mirror Now, WION and channels of similar language and genre/ sub-genre | Top 3 |
| 37. | CNBC TV18 | News & Current Affairs (English) | ET Now, BTVi and channels of similar language and genre/ sub-genre | Top 1 |
| 38. | CNBC TV18 Prime HD | News & Current Affairs (English) | Channels of similar language and genre/ sub-genre | Top 1 |
| 39. | CNBC Awaz | News & Current Affairs (Hindi) | Zee Business and channels of similar language and genre/ sub-genre | Top 1 |
| 40. | CNBC Bajaar | News & Current Affairs (Gujarati) | Channels of similar language and genre/ sub-genre | Top 6 |
| 41. | News18 India | News & Current Affairs (Hindi) | Aaj Tak, Zee News, ABP News, India TV, News Nation and channels of similar language and genre/ sub-genre | Top 3 |
| 42. | News18 Bihar / Jharkhand | News & Current Affairs (Hindi) | Zee Bihar Jharkhand and channels of similar language and genre/ sub-genre | Top 1 |
| 43. | News18 Madya Pradesh / Chhattisgarh | News & Current Affairs (Hindi) | Zee Madhya Pradesh Chhattisgarh and channels of similar language and genre/ sub-genre | Top 2 |
| 44. | News18 Rajasthan | News & Current Affairs (Hindi) | Zee Rajasthan News and channels of similar language and genre/ sub-genre | Top 1 |
| 45. | News18 Uttar Pradesh / Uttarakhand | News & Current Affairs (Hindi) | Zee Uttar Pradesh Uttarakhand, News State UP/Uttarakhand and channels of similar language and genre/ sub-genre | Top 2 |
| 46. | News18 Jammu/ Kashmir/Ladakh/Himachal | News & Current Affairs (Urdu) | Zee Salaam and channels of similar language and genre/ sub-genre | Top 2 |
| 47. | News18 Punjab/Haryana | News & Current Affairs (Punjabi) | Zee Haryana Himachal, PTC News and channels of similar language and genre/ sub-genre | Top 2 |
| 48. | News18 Bangla | News & Current Affairs (Bangla) | ABP Ananda, Zee 24 Ghanta, Kolkata TV, R Plus, Bangla Time and channels of similar language and genre/ sub-genre | Top 5 |
| 49. | News18 Gujarati | News & Current Affairs (Gujarati) | TV9 Gujarati, ABP Asmita, Sandesh News, VTV Gujarati and channels of similar language and genre/ sub-genre | Top 4 |
| 50. | News18 Kannada | News & Current Affairs (Kannada) | TV9 Kannada, Public TV, Suvarna News 24x7, BTV News and channels of similar language and genre/ sub-genre | Top 4 |
| 51. | News18 Lokmat | News & Current Affairs (Marathi) | ABP Majha, Zee 24 Taas, TV9 Marathi, Jai Maharashtra and channels of similar language and genre/ sub-genre | Top 3 |
| 52. | News18 Odia | News & Current Affairs (Odia) | Odisha TV, News7, Kanak News, MBC TV, Zee Kalinga News and channels of similar language and genre/ sub-genre | Top 4 |
| 53. | News18 Tamil Nadu | News & Current Affairs (Tamil) | Polimer News, Thanthi TV, Puthiya Thalaimurai, News 7 Tamil, Sun News and channels of similar language and genre/ sub-genre | Top 5 |
| 54. | News18 Assam/North East | News & Current Affairs (Assamese) | News Live 24x7, Pratidin Time, Prag News, DY 365 and channels of similar language and genre/ sub-genre | Top 5 |
| 55. | News18 Kerala | News & Current Affairs (Malayalam) | Asianet News, Manorama News, Mathrubhumi News, Media One TV and channels of similar language and genre/ sub-genre | Top 5 |
| 56. | Colors Gujarati Cinema | Movies (Gujarati) | Channels of similar language and genre/ sub-genre | Top 1 |
| 57. | Colors Bangla Cinema | Movies (Bangla) | Star Jalsha Movies, Zee Bangla Cinema and channels of similar language and genre/sub-genre | Top 4 |

(E) If Affiliate fails to fulfil any of the applicable terms and conditions of the Incentive Plan under this Annexure E at any time during a month of the Term, then Affiliate shall not be entitled to avail the respective incentive under such Incentive Plan during such particular month.

(F) To be entitled to avail incentive under the Incentive Plan under this Annexure E, Affiliate shall provide Broadcaster (through Authorized Representative) the Entitlement Report in accordance with the provisions of this Agreement.

(G) During Audit, Broadcaster (through Authorized Representative) shall be entitled to access the records, SMS, CAS and related systems of the Affiliate's Permitted Digital Distribution Platform in order to determine the correctness of the Entitlement Reports submitted by Affiliate in terms of this Agreement.

(H) Broadcaster (through Authorized Representative) reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of these Incentive Plans at its sole discretion. In addition, Broadcaster (through Authorized Representative) at its sole discretion may amend the Incentive Plans *inter-alia* in the event, during the Term (i) Broadcaster launches a new channel, or (ii) in case of a Removed Channel, or (iii) in case of conversion of a channel from pay to FTA.

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**ANNEXURE F**

**[Note: Please incorporate similar Annexures and mark them as Annexure F1, Annexure F2 and so on and so forth (as applicable) for each headend of Affiliate's Permitted Digital Distribution Platform]**

**(I) Headend/installation address of Broadcaster's STBs and CAS and SMS of Affiliate's Permitted Digital Distribution Platform:**

_____

City / Town: _____

District: _____

State / Union Territory: _____

PIN Code: _____

**(II) Details of Broadcaster's STBs installed at the headend/installation address (*Details to be filled in only for the Subscribed Channels*)**

| Sr. No. | Channel Name | Digital Satellite Receiver No.: | Viewing Card No.: |
|---|---|---|---|
| 1. | Colors | | |
| 2. | Colors Infinity | | |
| 3. | The History Channel | | |
| 4. | Comedy Central | | |
| 5. | Nick Jr | | |
| 6. | Sonic | | |
| 7. | CNBC TV18 | | |
| 8. | MTV | | |
| 9. | Nick | | |
| 10. | CNN News18 | | |
| 11. | CNBC Awaz | | |
| 12. | Vh1 | | |
| 13. | Colors Marathi | | |
| 14. | Colors Kannada | | |
| 15. | Colors Bangla | | |
| 16. | Colors Odia | | |
| 17. | Colors Cineplex | | |
| 18. | MTV Beats | | |
| 19. | Colors Gujarati | | |
| 20. | CNBC Bajaar | | |
| 21. | News18 Lokmat | | |
| 22. | News18 Bihar/Jharkhand | | |
| 23. | News18 Uttar Pradesh/Uttarakhand | | |
| 24. | News18 Madhya Pradesh/Chhattisgarh | | |
| 25. | News18 Rajasthan | | |
| 26. | News18 Kannada | | |
| 27. | News18 Bangla | | |
| 28. | News18 Gujarati | | |
| 29. | News18 Jammu/Kashmir/Ladakh/Himachal | | |
| 30. | News18 Punjab/Haryana | | |
| 31. | News18 Odia | | |
| 32. | Colors Super | | |
| 33. | Colors Kannada Cinema | | |
| 34. | Colors Tamil | | |
| 35. | Colors Rishtey | | |
| 36. | News18 India | | |
| 37. | News18 Tamil Nadu | | |
| 38. | News18 Kerala | | |

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For Broadcaster (through Authorized Representative) For Affiliate

| | | | |
|---|---|---|---|
| 39. | News18 Assam/North East | | |
| 40. | Colors HD | | |
| 41. | History TV18 HD | | |
| 42. | CNBC TV18 Prime HD | | |
| 43. | Colors Infinity HD | | |
| 44. | Vh1 HD | | |
| 45. | Comedy Central HD | | |
| 46. | Nick HD+ | | |
| 47. | Colors Marathi HD | | |
| 48. | Colors Bangla HD | | |
| 49. | Colors Kannada HD | | |
| 50. | Colors Tamil HD | | |
| 51. | MTV Beats HD | | |
| 52. | MTV HD | | |
| 53. | Colors Cineplex HD | | |
| 54. | Colors Gujarati Cinema | | |
| 55. | Colors Bangla Cinema | | |
| 56. | Sports18 1 | | |
| 57. | Sports18 1 HD | | |

**ANNEXURE G**
**TECHNICAL SPECIFICATIONS**

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

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

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

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

**B) Fingerprinting:**

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

**C) Set Top Box (STB):**

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

**ANNEXURE H**

**SUBSCRIBER REPORT FORMAT**

*[To be submitted separately for each headend/installation address or earth station (as the case may be) and each applicable State/Union Territory as per the* Territory*]*

**(I) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE ON A-LA-CARTE BASIS:** Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing such channel recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

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

**(II) SUBSCRIBED BOUQUET(S) OFFERED BY AFFILIATE ON STAND ALONE BASIS:** Average Broadcaster's Subscriber Base of each Subscribed Bouquet shall be arrived at, by averaging the number of subscribers subscribing such Subscribed Bouquet recorded four (4) times in a calendar month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

| Sl. No. | Name of the Subscribed Bouquet(s) | Name of constituent Channels of the Subscribed Bouquet(s) | Number of subscribers of the Subscribed Bouquet(s) on 7th day of the month | Number of subscribers of the Subscribed Bouquet(s) on 14th day of the month | Number of subscribers of the Subscribed Bouquet(s) on 21st day of the month | Number of subscribers of the Subscribed Bouquet(s) on 28th day of the month | Average Broadcaster's Subscriber Base of the Subscribed Bouquet(s) |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) = [(4)+(5)+(6) +(7)] / (4) |
| 1 | | | | | | | |
| 2 | | | | | | | |

**(III) SUBSCRIBED CHANNELS OFFERED BY AFFILIATE IN AFFILIATE'S PACKAGES:** Average Broadcaster's Subscriber Base of each channel from amongst the Subscribed Channels shall be arrived at, by averaging the number of subscribers subscribing Package consisting of such channel recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

| Sl. No. | Name of the channels from amongst the Subscribed Channel | Name of Package consisting of the channel from amongst Subscribed Channel | Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 7th day of the month | Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 14th day of the month | Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 21st day of the month | Number of subscribers of the Package consisting of channels from amongst Subscribed Channel on 28th day of the month | Average Broadcaster's Subscriber Base of the channels from amongst Subscribed Channel |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) = [ (4)+(5) +(6)+(7)] / (4) |
| 1 | | | | | | | |
| 2 | | | | | | | |

**(IV) SUBSCRIBED BOUQUETS OFFERED BY AFFILIATE IN PACKAGES:** Average Broadcaster's Subscriber Base of each Subscribed Bouquet shall be arrived at, by averaging the number of subscribers subscribing Package consisting of such Subscribed Bouquet recorded four (4) times in a month, as provided in the table below. The number of subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

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For Broadcaster (through Authorized Representative)

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For Affiliate

| Sl. No. | Name of the Subscribed Bouquet | Name of Package consisting of the Subscribed Bouquet | Number of subscribers of the Package consisting Subscribed Bouquet on 7th day of the month | Number of subscribers of the Package consisting Subscribed Bouquet on 14th day of the month | Number of subscribers of the Package consisting Subscribed Bouquet on 21st day of the month | Number of subscribers of the Package consisting Subscribed Bouquet on 28th day of the month | Average Broadcaster's Subscriber Base of Subscribed Bouquet |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) = [ (4)+(5) +(6)+(7)] / (4) |
| 1 | | | | | | | |
| 2 | | | | | | | |

_____ & _____

For Broadcaster (through Authorized Representative)

_____

For Affiliate

**ANNEXURE I**

**ENTITLEMENT REPORT FORMAT**

*[To be submitted separately for each headend/installation address or earth station (as the case may be) and relevant target market and each applicable State/Union Territory as per the* Territory*]*

**(I) Entitlement Report for Penetration Incentive:** Average Affiliate's Active Subscriber Base (separately for SD and HD Channels) shall be arrived at, by averaging the number of Active Subscribers recorded four (4) times in a calendar month, as provided in the table below. The number of Active Subscribers shall be recorded by Affiliate at any point of time between 19:00 hours to 23:00 hours of the dates mentioned in table below.

A. Affiliate's Active Subscriber Base for SD and HD Channels

| Sl. No. | Particular | Number of subscribers on 7th day of the month | Number of subscribers on 14th day of the month | Number of subscribers on 21st day of the month | Number of subscribers on 28th day of the month | Average Affiliate's Active Subscriber Base |
|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = [(3)+(4)+(5)+(6)] / (4) |
| 1 | Affiliate's Active Subscriber Base, subscribing To Only SD Channels available on Affiliate's Permitted Digital Distribution Platform | | | | | |
| 2 | Affiliate's Active Subscriber Base, subscribing HD Channels available on Affiliate's Permitted Digital Distribution Platform | | | | | |

B. Affiliate's Active Subscriber Base

| Sl. No. | Particular | Number of unique subscribers on 7th day of the month | Number of unique subscribers on 14th day of the month | Number of unique subscribers on 21st day of the month | Number of unique subscribers on 28th day of the month | Average Affiliate's Active Subscriber Base |
|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) = [(3)+(4)+(5)+(6)] / (4) |
| 1 | Affiliate's Active Subscriber Base | | | | | |
| 2 | Total Number of Affiliate's Subscribers subscribing to channels on a-la-carte basis | | | | | |
| 3 | Total Number of Affiliate's Subscribers subscribing to Packages | | | | | |

**(II) Entitlement Report for LCN Incentive:**

| Sl. No. | Channel Name | Genre (Language) | LCN Number | LCN Rank |
|---|---|---|---|---|
| 1. | Colors | General Entertainment (Hindi) | | |
| 2. | Colors HD | General Entertainment (Hindi) | | |
| 3. | Colors Rishtey | General Entertainment (Hindi) | | |
| 4. | Colors Cineplex | Movies (Hindi) | | |
| 5. | Colors Cineplex HD | Movies (Hindi) | | |
| 6. | Nick | Kids (Hindi) | | |
| 7. | Nick HD+ | Kids (English) | | |
| 8. | Sonic | Kids (Hindi) | | |

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For Broadcaster (through Authorized Representative)

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For Affiliate

| Sl. No. | Channel Name | Genre (Language) | LCN Number | LCN Rank |
|---|---|---|---|---|
| 9. | Nick Jr | Kids (English) | | |
| 10. | MTV | Music (Hindi) | | |
| 11. | MTV HD | Music (Hindi) | | |
| 12. | MTV Beats | Music (Hindi) | | |
| 13. | MTV Beats HD | Music (Hindi) | | |
| 14. | VH1 | Music (English) | | |
| 15. | VH1 HD | Music (English) | | |
| 16. | Colors Infinity | General Entertainment (English) | | |
| 17. | Colors Infinity HD | General Entertainment (English) | | |
| 18. | Comedy Central | General Entertainment (English) | | |
| 19. | Comedy Central HD | General Entertainment (English) | | |
| 20. | Colors Bangla | General Entertainment (Bangla) | | |
| 21. | Colors Bangla HD | General Entertainment (Bangla) | | |
| 22. | Colors Gujarati | General Entertainment (Gujarati) | | |
| 23. | Colors Kannada | General Entertainment (Kannada) | | |
| 24. | Colors Kannada HD | General Entertainment (Kannada) | | |
| 25. | Colors Super | General Entertainment (Kannada) | | |
| 26. | Colors Kannada Cinema | Movies (Kannada) | | |
| 27. | Colors Marathi | General Entertainment (Marathi) | | |
| 28. | Colors Marathi HD | General Entertainment (Marathi) | | |
| 29. | Colors Odia | General Entertainment (Odia) | | |
| 30. | Colors Tamil | General Entertainment (Tamil) | | |
| 31. | Colors Tamil HD | General Entertainment (Tamil) | | |
| 32. | The History Channel | Infotainment (Hindi) | | |
| 33. | History TV18 HD | Infotainment (Hindi) | | |
| 34. | CNN News18 | News & Current Affairs (English) | | |
| 35. | CNBC TV18 | News & Current Affairs (English) | | |
| 36. | CNBC TV18 Prime HD | News & Current Affairs (English) | | |
| 37. | CNBC Awaz | News & Current Affairs (Hindi) | | |
| 38. | CNBC Bajaar | News & Current Affairs (Gujarati) | | |
| 39. | News18 India | News & Current Affairs (Hindi) | | |
| 40. | News18 Bihar / Jharkhand | News & Current Affairs (Hindi) | | |
| 41. | News18 Madhya Pradesh / Chhattisgarh | News & Current Affairs (Hindi) | | |
| 42. | News18 Rajasthan | News & Current Affairs (Hindi) | | |
| 43. | News18 Uttar Pradesh / Uttarakhand | News & Current Affairs (Hindi) | | |
| 44. | News18 Jammu/Kashmir/Ladakh/Himachal | News & Current Affairs (Urdu) | | |
| 45. | News18 Punjab/Haryana | News & Current Affairs (Punjabi) | | |
| 46. | News18 Bangla | News & Current Affairs (Bangla) | | |
| 47. | News18 Gujarati | News & Current Affairs (Gujarati) | | |
| 48. | News18 Kannada | News & Current Affairs (Kannada) | | |
| 49. | News18 Lokmat | News & Current Affairs (Marathi) | | |
| 50. | News18 Odia | News & Current Affairs (Odia) | | |
| 51. | News18 Tamil Nadu | News & Current Affairs (Tamil) | | |
| 52. | News18 Assam/North East | News & Current Affairs (Assamese) | | |
| 53. | News18 Kerala | News & Current Affairs (Malayalam) | | |
| 54. | Colors Gujarati Cinema | Movies (Gujarati) | | |
| 55. | Colors Bangla Cinema | Movies (Bangla) | | |
| 56. | Sports18 1 | Sports (English) | | |
| 57. | Sports18 1 HD | Sports (English) | | |

**ANNEXURE J**
**SCOPE OF AUDIT**

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

**SCOPE OF WORK FOR AUDIT**

The intent of the audit is to ensure that Affiliates systems are fully compliant with all regulatory requirements and the Accuracy of Subscriber Reports and Entitlement Report (*i.e. all customers subscribing/viewing the channels are being reported*). The audit shall include the following:

(a) All Headend Audit
(b) CAS Audit
(c) SMS Audit including Subscriber Report and Entitlement Report
(d) CAS integration with SMS
(e) STB Audit
(f) Distribution Network audit including Territory/areas covered, as applicable.
(g) Anti-piracy measures
(h) Broadcasters IRDs physical verification and their respective status
(i) TS Analysis at Headend & on field.
(j) Compliance with contractual commitments as per interconnect agreement
(k) Compliance tests as per Annexure P

**I. Head End Audit**

(a) Perform walk-through of all head-end/s and sub-hedeands if any of every distribution network of Affiliate
(b) Obtain network diagram
(c) Check the digital channels Encrypted
(d) Number of CA systems installed at each headend & the version of each CAS
(e) Number of channels configured on each CAS
(f) Number of Transport Streams
(g) Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX.
(h) Check MUX configuration to validate number of Transport Streams ("TS") configured with SID, scrambling status of each SID and ECM and EMM configuration. (MUX-TS Stream-No. of ECM & EMM configured)
(i) Take screenshot of all TS streams from MUX
(j) Take information of QAMs installed
(k) Obtain & record to confirm EPG, LCN etc. details
(l) Confirm insertion of watermarking network logo for all channels from encoder

**II. CAS AUDIT**

Affiliate to provide all below information correctly;

(a) Make & version of CAS installed at Head End/sub headends.
(b) CA system certificate to be provided by Affiliate.
(c) CAS version installed should not have any history of hacking, certificate from CAS vendor required.
(d) It shall not be possible to alter the data and logs recorded in the CAS
(e) The CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
(f) The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
(g) The CAS should be capable of individually addressing subscribers, for the purpose of generating the reports, on channel by channel and STB by STB basis.
(h) The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
(i) It shall be possible to generate the following reports from the logs of the CAS:
    (i) STB-VC Pairing / De-Pairing
    (ii) STB Activation / De-activation
    (iii) Channels Assignment to STB
    (iv) Report of the activations or the deactivations of a particular channel for a given period.
(j) The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
(k) CAS should be able to generate log of all activities, i.e., activation/deactivation/FP/Scrolls.
(l) CAS should be able to generate active/deactivate report channel wise/package wise.
(m) STB's & cards to be uniquely paired from Affiliate before distributing box down the line /LCO.

(n) Affiliate to declare by undertaking the number of encryptions CAS/SMS it is using at the Head End and in future if he is integrating any additional CAS/SMS, the same should be notified to Authorized Representative by means of a fresh undertaking.
(o) Reconciliation of CAS database (active cards, service wise & package wise) with SMS database to be provided by Affiliate.
(p) CA system should have the capability of providing history of all actions taken for last 2 years.

**III. SMS AUDIT**

(a) All product authorization must be from SMS only.
(b) SMS and CAS should be fully integrated.
(c) The SMS should be computerized and capable of recording the vital information and data concerning the subscribers such as:
- Unique customer identification (ID)
- Subscription contract number
- Name of the subscriber
- Billing address
- Installation address
- Landline telephone number
- Mobile telephone number
- E-mail address
- Channels, bouquets and services subscribed
- Unique STB number
- Unique VC number.

(d) The SMS should be capable of:
  (i) Viewing and printing of historical data in terms of the activations and the deactivations of STBs.
  (ii) Locating each and every STB and VC installed.
  (iii) Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscriber.
(e) The SMS should be capable of generating reports, at any desired time about:
  (i) The total number of registered subscribers. (with city/state)
  (ii) The total number of active subscribers. (with city, State)
  (iii) The total number of temporary suspended subscribers. (with city/state)
  (iv) The total number of deactivated subscribers. (with city/state)
  (v) List of blacklisted STBs in the system.
  (vi) Channel and bouquet wise monthly Subscription Report and Entitlement Report in the prescribed format. (with city/State/Target Market)
  (vii) The names of the channels forming part of each bouquet.
  (viii) The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
  (ix) The name of a-la carte channel and bouquet subscribed by a subscriber. (with city/state)
  (x) The ageing report for subscription of a particular channel or bouquet.
(f) Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
(g) Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
  (i) Unique Subscriber ID
  (ii) Subscriber Contract Details – No, Term, Date, Name, Address & contact details
  (iii) Hardware details
(h) Review the subscribers activation/ de-activation history in the SMS system
(i) Validate if the SMS is integrated with the Conditional Access ("CA") system.
(j) Review if all the active and de-active STBs are synchronized in both SMS and CA system.
(k) Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CA systems.
(l) Review if the system supports the Finger Printing (both overt and covert) and Scroll features at Box level, Customer account level as well as Global level.
(m) Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
(n) Validate if the LCO is attached to a Subscriber
(o) Review the Electronic Programming Guide to check LCN/CDN and genre of all Subscribed Channels.
(p) Review the various packages programmed in the Systems with respect to the subscriber reports submitted to Authorized Representative.
(q) Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various packages, schemes, channel availability, bouquet composition, rates.
(r) Review of the following reports are supported by SMS & CA System:
  (i) Total no of Subscribers – active & de-active separately

(ii) De-active subscribers with ageing
(iii) Subscribed Channel wise Subscribers – total
(iv) Subscribed Channel wise Subscribers – split by package
(v) Package / channel details
(vi) Subscriber/Revenue Reports by State/City
(vii) No of packages/services offered
(viii) List of channels
(ix) Channels along with Rate Card Options offered with details of active Subscribers
(x) Historical data reports
(xi) Free / demo Subscribers details
(xii) Exception cases – active only in SMS or CA system

**IV. STB AUDIT**

(a) All STB should be individually paired in advance with unique smart card at central warehouse of Affiliate before handing over to LCO or down the line distribution.
(b) All STBs should have a Conditional Access System.
(c) The STB should be capable of decrypting the Conditional Access messages inserted by the Head-end.
(d) The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) and Entitlement Management Message (EMM) based fingerprinting.
(e) The STB should be individually addressable from the Head-end.
(f) The STB should be able to receive messages from the Head-end.
(g) The messaging character length should be minimal 120 characters.
(h) There should be provision for global messaging, group messaging and the individual STB messaging.
(i) The STB should have forced messaging capability including forced finger printing display.
(j) The STB must be compliant to the applicable Bureau of Indian Standards.
(k) The STBs should be addressable over the air to facilitate OTA software upgrade.
(l) The STBs with facilities for recording the programs shall have a copy protection system.
(m) 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.
(n) **Fingerprinting:**
  (i) The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
  (ii) The distributor of television channels shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
  (iii) The STB should support both visible and covert types of finger printing.
  (iv) The finger printing should not be removable by pressing any key on the remote of STB.
  (v) The finger printing should be on the top most layer of the video.
  (vi) The finger printing should be such that it can identify the unique STB number or the unique VC number.
  (vii) The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), Settings, blank screen, and games etc.
  (viii) The location, font colour and background colour of fingerprint should be changeable from head end and should be random on the viewing device.
  (ix) The finger printing should be able to give the numbers of characters as to identify the unique STB and/or the VC.
  (x) The finger printing should be possible on global as well as on the individual STB basis.
  (xi) The overt finger printing should be displayed by the distributor of television channels without any alteration with regard to the time, location, duration and frequency.
  (xii) Scroll messaging should be only available in the lower part of the screen.
  (xiii) The STB should have a provision that finger printing is never disabled.
  (xiv) The watermarking network logo for all pay channels shall be inserted at encoder end only.

**V. DISTRIBUTION NETWORK AUDIT**

Affiliate should provide below information in detail;

(a) Territory/areas covered
(b) Details of sub headends if any.
(c) Detalis of Additional CAS & SMS located at sub headends and its integration
(d) Fiber network details

(e) Details of LCO connected.
(f) Affiliate to facilitate for a visit to 2-3 sample cities/LCOs (last mile) to ascertain whether any additional CAS is added on the ground or services are run in unencrypted mode or broadcaster channels are being added at LCOs end.

**VI. COMMERCIAL AUDIT**

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

(c) 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 Affiliate'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

(d) 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

(e) 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

(f) Analysis of the following -:
- Input and change controls of customer data into SMS
- SMS user access controls – authentication, authorization and logging
- Analyze system logs to identify any significant changes or trail of changes made
- Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems
- Review the system logic for the reports which are inputs to Broadcaster declarations
- Channel allocation/fixation to a particular LCN/CDN
- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems
- Sample of activation and deactivation request logs
- Opening and closing numbers of the active subscribers for sample months ( report to be taken in front of the auditors/ rep)
- Confirmation of the numbers on the middle of the month on any random chosen dates ( report to be taken in front of the auditors/ rep)
- Live Demo of the queries being put in to the system to generate different reports.
- List of CAS and SMS used by Affiliate. In case more than one CAS and SMS system (multiple systems) is used by Affiliate, then understand synchronization between multiple CAS and SMS and analyze how the subscriber details are captured, reported and invoiced.

**VII. DATA REQUIREMENT DURING AUDIT**

Below is an indicative list of data which shall be extracted from the DPOs' systems' during the audit:

(a) As-on-date active and de-active STB and VC details with city/state (from both SMS & CAS system)
(b) As-on-date package-wise active STB and VC details with city/state (both SMS & CAS system)
(c) Month-end active and deactive STB and VC details with city/state (both SMS & CAS)
(d) Channel to package mapping along with service ID (with creation, modification and discontinue date) from SMS & CAS
(e) All transaction logs and package composition change logs from CAS & SMS server for 2 years.
(f) Broadcaster reports (past reports furnished to Broadcasters to be regenerated during audit for entire audit period) from SMS system to validate the broadcaster reports submitted by DPO.

(g) As on date channel composition of packages
(h) Channel composition of packages for historical period (audit period)
(i) Transaction logs and package composition change logs (all actions performed for the last 2 years) like activation, de-activation, suspensions and other commands with date and time stamp
(j) Inventory of all the VC/UA/Mac ID from the SMS server for the last 2 years.
(k) Affiliate response on initial questionnaire on system review – Annexure Q

Guidelines for extraction of above data:
(a) Affiliate to declare and provide all admin/super admin login access to CAS & SMS servers
(b) Affiliate to allow to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
(c) Affiliate to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
(d) All data from CAS and SMS server should be extracted by Affiliate/auditor in such a manner that no STB/VC is left out from the database.
(e) Data extraction queries scripts and explanation of terminology to be preserved and also provided to the broadcasters along with the audit report
(f) Affiliate should not put any filters (if any) that are being applied to either exclude data of other Affiliates, or even exclude data of certain geographical areas that may have a bearing on the overall count of the subscriber numbers.

**ANNEXURE K**
**AFFILIATE'S ANTI-PIRACY OBLIGATIONS**

1. **General**
   1.1 Affiliate shall take all necessary actions to prevent any unauthorized access to the channels through its Permitted Digital Distribution Platform.

2. **STBs, VCs, Systems and Procedures**
   2.1 In order to ensure that each STB is capable of being used for Fingerprinting, Affiliate 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 Affiliate 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 Affiliate 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, Affiliate:
      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 Territory or in the possession of a person who is not a bona fide Subscriber.
   2.3 Affiliate 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 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 Affiliate represents, warrants and undertakes that all installations of STBs and VCs are done directly by Affiliate 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, Affiliate'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 Affiliate agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the 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 Territory; 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 bone fide Subscribers, Affiliate 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 Affiliate represents warrants and undertakes that it's 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 Affiliate shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by Authorized Representative and as reasonably requested from time to time.

3.2 Affiliate shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by Affiliate or by Authorized Representative.

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

3.4 Affiliate shall ensure that the following processes shall be deployed to keep a heck on piracy and misuse of signals of the Subscribed Channels:

3.4.1 The Subscribed 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 Affiliate on the Subscribed Channels, as per the scheme provided by Broadcaster (through Authorized Representative); Broadcaster (through Authorized Representative) 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 Affiliate shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 Affiliate 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; (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 Affiliate 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.

4.4 Affiliate undertakes that it shall furnish the details of encryption system of Affiliate's Permitted Digital Distribution Platform used for encrypting signals of channels available on Affiliate's Permitted Digital Distribution Platform and undertakes that the same encryption system shall be used for scrambling signal of the Subscribed Channels for their retransmission.

4.5 Affiliate further undertakes that as and when Affiliate gives effect to any material changes to Affiliate's Permitted Digital Distribution Platform's security and encryption technology (other than standard software upgrades which are deemed not to be material changes) during the Term, Affiliate shall forthwith provide written intimation of such change to Broadcaster (through Authorized Representative). If Broadcaster suggests reasonable modifications to be given effect to the modified security and encryption technology, then Affiliate shall consider shall suggestion for implementation.

**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 Territory,

5.1.2 Any of the Subscribed 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 Subscribed 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 Subscribed Channels (each, a "**Piracy Event**").

5.2 If Authorized Representative or Affiliate becomes aware of a Piracy Event, then Affiliate shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Subscribed Channels or signals thereof.

5.2.1 In the event Authorized Representative decides to take legal or other action against any infringing party committing or causing any Piracy Event, Affiliate shall provide all reasonable assistance to Authorized Representative to prevent or combat such Piracy Event.

5.2.2 If Affiliate wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of Authorized Representative, where Authorized Representative shall be one of the parties to such action, it shall notify Authorized Representative in writing and seek Authorized Representative's prior written consent. Where Authorized Representative consents to Affiliate taking legal or other action on behalf of Authorized Representative, Affiliate shall keep Authorized Representative fully informed of the progress of such action. Affiliate shall not settle, attempt to settle or otherwise compromise the rights of Authorized Representative or its affiliates without the prior written consent of Authorized Representative.

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

5.4 Affiliate shall investigate and report to Authorized Representative any detected incidents of copying, transmitting, exhibiting or other illegal use of the Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of Broadcaster's STBs that enable access to the Subscribed Channels.

**ANNEXURE L**

**CAS 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 headend at _____ has installed Conditional Access System (CAS) from our company for its digital addressable cable television platform.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____ NETWORK ID: _____

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

Server time format:_____

With respect to the CAS installed at above mentioned headend and in terms of Schedule-III of **THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI,** we confirm that the current version of CAS does not have any history of hacking.

1. It shall not be possible to alter the data and logs recorded in the CAS.
2. All activation and deactivation of STBs are done via SMS which is integrated with our CAS
3. The CAS has a capability of individually addressing subscribers, for the purpose of generating reports, on a channel by channel and STB by STB basis.
4. The CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS.
5. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
7. The fingerprinting does not get invalidated by use of any device or software.
6. The CAS has the capacity to activate or deactivate services or STBs of at least 10% of the subscriber base of this customer's distribution network within 24 hours.
7. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular package.
8. We have the technical capability in India to maintain this CAS system on 24x7 basis through the year.
9. This CAS is independently capable of generating log of all activations and deactivations.
10. This CAS is able 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.
12. The CAS has a facility to generate the following reports from the logs:
    a. STB-VC Pairing / De-Pairing
    b. STB Activation / De-activation
    c. Channels Assignment to STB
    d. Report of the activations or the deactivations of a particular channel for a given period

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 Broadcaster (through Authorized Representative) For Affiliate

**ANNEXURE M**

**SMS DECLARATION FORM (ON THE LETTERHEAD OF THE SMS COMPANY)**

TO WHOMSOEVER IT MAY CONCERN

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

Date of SMS Installation: _____ Location of SMS servers: _____

SMS Version: _____ Server time format:_____

With respect to the SMS installed at above mentioned headend and in terms of Schedule-III of THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI, we confirm the following:

1) The SMS has the capacity to activate or deactivate services or STBs of at least 10% of the subscriber base of the distributor within 24 hours.

2) The SMS has the technical capability in India to be able to maintain our systems on 24x7 basis through the year.

3) The SMS system is able to provide monthly log of activation and deactivation on particular channel or on a particular Bouquet / Subscriber Package.

4) The SMS is capable of individually addressing subscribers, for the purpose of generating reports, on a channel by channel and STB by STB basis.

5) This SMS is independently capable of generating log of all activations and deactivations.

6) The SMS is independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.(as per period of service)

7) It shall not be possible to alter the data and logs recorded in the SMS

8) The SMS and the CAS has been integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.

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 Broadcaster (through Authorized Representative) For Affiliate

**ANNEXURE N**
**EXECUTION REQUIREMENTS**

**1. If Affiliate is an individual or a sole proprietor:**

(i) Photograph of the proprietor of the Applicant firm.
(ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
(iii) Self-attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
(iv) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

**2. If Affiliate is a partnership firm:**

(i) Certified true copy of the registered Partnership Deed.
(ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
(iii) Photograph of the signatory.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by authorized signatory.
(v) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

**3. If Affiliate is a company:**

(i) The Certificate of Incorporation – certified by the Company Secretary /Director.
(ii) Memorandum and Articles of Association of the company.
(iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
(iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by authorized signatory.
(v) Photograph of the signatory.
(vi) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

**4. If Affiliate 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 relationship 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, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

**5. If Affiliate falls into the "Other" category**

(i) Copy each of Postal Registration Number, DAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.
(ii) Such documents as may be required by Authorized Representative.

_____ & _____ _____
For Broadcaster (through Authorized Representative) For Affiliate

**ANNEXURE O**

| Customer Information Update Form | | | | | |
|---|---|---|---|---|---|
| Customer name *(Legal Entity Name)* | | | | | |
| Constitution of Business | | | | | |
| PAN | | | | | |
| GST Registration Category | | | | | |
| In case it is not applicable or is exempted, the following information is required | | | | | |
| Contact Person | | | | | |
| Telephone Number | | | | | |
| Email ID | | | | | |
| In case single registration is obtained, the following information is required: | | | | | |
| Billing Address: | | | | | |
| City | | | | | |
| PIN code | | State | | State code | |
| GST registration status | | | | | |
| Registration migration status (GST) | | | | | |
| Date of registration | | Provisional GSTIN/ UIN | | | |
| Service Category | | Services Tariff Code (SAC) | | | |
| Existing tax registration number (please specify) | | | | | |
| Contact Person | | | | | |
| Telephone Number | | | | | |
| Email ID | | | | | |
| In case if registered in multiple states, provide the following information for all the registrations: | | | | | |
| Total no of GST Registrations (pan India) | | | | | |
| For each of the registrations, kindly provide the following information | | | | | |
| Billing Address: | | | | | |
| City | | | | | |
| PIN code | | State | | State code | |
| GST registration status | | | | | |
| Registration migration status (GST) | | | | | |
| Date of registration | | Provisional GSTIN/ UIN | | | |
| Service Category | | Services Tariff Code (SAC) | | | |
| Existing tax registration number (please specify) | | | | | |
| Contact Person | | | | | |
| Telephone Number | | | | | |
| Email ID | | | | | |
| Declaration by: | Name: | | | | |
| | Designation: | | | | |
| | Date: | | | | |

*Note: Please provide a copy of document evidencing provisional GSTIN ID issued by GSTN*

_____ & _____

For Broadcaster (through Authorized Representative)

_____

For Affiliate

**Annexure P**

| S. No. | Area | CAS, SMS, STB, Simulation & Compliance Tests to be performed during Audit |
|---|---|---|
| 1 | CAS and SMS | Current CAS has no history of hacking |
| 2 | | SMS + CAS shall generate logs for 2 years |
| 3 | | SMS and CAS data is un-editable |
| 4 | | No direct CAS activations |
| 5 | | Integration between SMS and CAS |
| 6 | | CAS can upgrade STBs OTA |
| 7 | | Fingerprinting should not get invalidated by use of any device or software |
| 8 | | Activate or deactivate channels / STBs >= 10% of the sub base within 24 hours. |
| 9 | | STB and VC paired in SMS |
| 10 | | CAS + SMS - Addressability by channel and STB |
| 11 | | Customer details in SMS to be maintained |
| 12 | | SMS should generate historical activation and deactivation logs |
| 13 | | 10 standard SMS reports |
| 14 | | Blacklisting functionality in CAS |
| 15 | | CAS should generate historical activation and deactivation logs and pairing – depairing reports |
| 16 | | Itemized bills from SMS |
| 17 | | Maintain SMS and CAS systems 24X7X365 |
| 18 | | Declare details of CAS and SMS deployed |
| 19 | | Deactivation of all packages on deactivation of subscribers |
| 20 | | Preserve unedited SMS and CAS data for 2 years |
| 21 | Fingerprinting | Ability to run fingerprint |
| 22 | | Visible + covert type of fingerprint |
| 23 | | Fingerprint not removable by pressing key on remote |
| 24 | | Fingerprint on top most layer of video |
| 25 | | Fingerprint identifies unique VC or STB |
| 26 | | Fingerprint on menu, EPG, blank screen, games, etc. |
| 27 | | Location, font colour and background colour of fingerprint changeable from headend and random on TV |
| 28 | | Fingerprint able to give the numbers of characters as to identify the unique STB / VC |
| 29 | | Global as well as individual STB basis |
| 30 | | Overt fingerprint displayed without any alteration to time, location, duration and frequency. |
| 31 | | Scroll message should be available |
| 32 | | Fingerprint should never be disabled |
| 33 | | Network watermark should be at encoder level |
| 34 | STB | All STBs should have a CAS |
| 35 | | STB should decrypt CAS message at head-end |
| 36 | | STB should support both ECM and EMM fingerprint |
| 37 | | STB should be individually addressable from the head-end |
| 38 | | The STB should be able to receive messages from the head-end |
| 39 | | Minimum 120 characters |
| 40 | | Provision for global messaging, group messaging and individual STB messaging |
| 41 | | Forced messaging capability including forced fingerprinting display |
| 42 | | STB compliant with BIS |
| 43 | | STB addressable over the air to facilitate OTA software upgrade |
| 44 | | STB with facilities for recording shall have a copy protection system |
| 45 | QOS | Show genres as per regulatory/ contractual requirement |
| 46 | | Provide channels on a-la-carte |
| 47 | | Offer basic service tier package |
| 48 | | MRP is shown on EPG |
| 49 | | Verify the provisions regarding the subscription of channels and bouquets as per QoS Regulations |

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**Annexure Q**

**Initial Questionnaire on System review (before commencing the Audit)**

| Sl. No. | Area | Data requested | DPO Response |
|---|---|---|---|
| 1.0 | Head End Details | General Details | |
| 1.1 | | Headend Location | |
| 1.2 | | Date of establishment of the Headend | |
| 1.3 | | Number of digital headend/sub Headends | |
| | | | |
| 2.0 | | Hardware Details | |
| 2.1 | | Details of IRD's with make & model number | |
| 2.2 | | Details of Encoders with make & model number | |
| 2.3 | | Details of switches with make & model number | |
| 2.4 | | Quantity of multiplexers with make & model number | |
| 2.5 | | Deatils of SI/PSI server with make & version | |
| 2.6 | | Quantity of QAM/scrambler with make & model number | |
| | | | |
| 2.7 | | Quantity of Transmitters with make & model number | |
| 2.8 | | Quantity of EDFA with make & model number | |
| 3.0 | | Others | |
| 3.1 | | Electronic Programme Guide (EPG): | |
| 3.2 | | Where is the EPG data procured from | |
| 3.3 | | What is the duration of the EPG data | |
| 3.4 | | Local Channel number (LCN): | |
| 3.5 | | Is a unique LCN defined for each channel(Service ID) | |
| 3.6 | | Encryption: | |
| 3.7 | | Are the digital channels Encrypted | |
| 3.8 | | Transport streams: | |
| 3.9 | | Number of Transport Streams | |
| 3.10 | | Number of channels per transport stream | |
| 3.11 | | Watermarking: | |
| 3.12 | | Is watermark inserted? If yes, from where? | |
| 4.0 | Subscriber Management System (SMS) | Features | |
| 4.1 | | Make & version number | |
| 4.2 | | Types of STB's used with make, model number & compatibilty with CAS | |
| 4.3 | | STB-VC ID Pairing details if applicable | |
| 4.4 | | Modules in SMS & the activities performed for each of the module | |
| 4.5 | | Audit/trail/log of all changes for all changes made to the customer account & STB | |
| 4.6 | | Region to Hub to LCO mapping | |
| 4.7 | | Channels to package mapping | |
| 4.8 | | Fingerprinting (Package wise, STB wise, Group/All) | |
| 4.9 | | Messaging (Package wise, STB wise, Group/All) | |
| 4.10 | | List of users configured on SMS along with the roles and responsibilities (access rights) | |
| 5.0 | | Reporting | |
| 5.1 | | Is reporting module configured to extract the following reports: | |
| 5.2 | | As on historical date, count and details of STB status( active/deactive) as per the system | |
| 5.3 | | Count and details of Activation/ deactivation of STBs for a defined period | |
| 5.4 | | STB/Account wise Package modification report for a defined period | |
| 5.5 | | LCO/mapping of each STB (DAS phase wise) | |
| 5.6 | | Stock Report - month on month for boxes LCO wise | |
| 6.0 | | Process Details | |
| 6.1 | | Process for assignment of channels/ packages to STB/ VC Id | |
| 6.2 | | Process for activating the STB/ VC Id | |
| 6.3 | | Process for changing/ modifying channels/ packages to customers | |
| 6.4 | | Process of deactivating channels/ packages to customers | |
| 7.0 | Conditional Access System (CAS) | Features | |
| 7.1 | | Number of CA systems installed at the headend & the version of each | |
| 7.2 | | Number of channels configured on each CAS | |

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|---|---|---|---|
| 7.3 | | Channel to package mapping | |
| 7.4 | | Fingerprinting (Package wise, STB wise, Group/All) | |
| 7.5 | | Messaging (Package wise, STB wise, Group/All) | |
| 7.6 | | Audit/trail/log of all changes for each CAS | |
| 8.0 | | Reporting | |
| 8.1 | | Is reporting module configured to extract the following reports: | |
| 8.2 | | As on historical date, count and details of STB status( active/deactive) as per the system | |
| 8.3 | | Activation and deactivation log for each STB/ VC Id | |
| 8.4 | | Activation and deactivation log of channels and packages for each STB/ VC | |
| 8.5 | | Logs for creation and modification to packages on CAS | |