

**SUBSCRIPTION LICENSE AGREEMENT FOR DISTRIBUTION OF HIGH DEFINITION CHANNELS
THROUGH INTERNET PROTOCOL TELEVISION SERVICE (“IPTV”)**

BETWEEN

STAR INDIA PRIVATE LIMITED

AND

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Draft Website Version – Not For Execution

Customer Code:

Subscription License Agreement

This Subscription License Agreement ("**Agreement**") is executed on the ___ day of _____, 201__ by and between:

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| <p>1. Parties</p> | <p>STAR INDIA PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956 and having GSTINs 07AAACN1335Q1ZA (Delhi), 27AAACN1335Q1Z8 (Maharashtra), 19AAACN1335Q1Z5 (West Bengal) 36AAACN1335Q1Z9 (Telangana), 29AAACN1335Q1Z4 (Karnataka), and its registered office at STAR House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013 (hereinafter referred to as "STAR" or the "Company", , which shall include its successors and assigns) having PAN no. AAACN1335Q;</p> <p>AND</p> <p>_____, a [Sole Proprietorship Concern/ Partnership Firm/ Private/ Public Limited company [incorporated under the Companies Act, 1956, as amended, and having its registered office at Address Line 1: _____ Address Line 2: _____ City/Town/Village:: _____ District: _____ Pincode:: _____ State: _____ STD Code:: _____ Phone No: _____ Mobile No: _____ Email id: _____</p> <p>having GSTINs as detailed in Schedule I through its [Authorized Signatory _____ (hereinafter referred to as the "IPTVO", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors) and having Certificate No [●], dated [●] ("IPTV License") issued by the appropriate authority under IPTV Guidelines issued by Ministry of Information & Broadcasting (IPTV Guidelines) and the rules framed thereunder.</p> <p>STAR and the IPTVO are each hereinafter individually referred to as a "Party" and collectively, as the "Parties".</p> |
| <p>2. Definitions</p> | <p>2.1 For the purposes of this Agreement, capitalized terms shall have the meanings ascribed to them in Schedule A unless otherwise expressly stated in any provision of this Agreement. Any term used herein but not defined expressly shall have the meaning ascribed to it in under applicable Law.</p> |
| <p>3. Rights Granted</p> | <p>3.1 STAR grants to IPTVO the non-exclusive rights to re-transmit the linear HD Channels, as set out in Schedule B hereof, during the Term via</p> |

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| | <p>Distribution System through the Set Top Box (“STB”) in an encrypted form, in the Territory for distribution to Subscribers (“Rights Granted”).</p> <p>3.2 The Rights Granted herein are only for Ordinary Subscriber and not for any Commercial Subscriber. The IPTVO agrees and confirms that STAR shall be entitled to charge separately to/for retransmission of Channels to Commercial Subscribers which shall be subject to the terms and conditions set out in a separate agreement to be executed between the parties. The IPTVO acknowledges and agrees that any violation of this clause by the IPTVO shall be construed as material breach of this Agreement.</p> <p>3.3 The Rights Granted to the IPTVO in terms of Clause 3.1 are limited to Subscribers having an addressable STB, in relation to whom the IPTVO compulsorily maintains the complete detailed data and transaction records in its SMS. This Agreement shall not grant any right to the IPTVO to re-broadcast or re-transmit the HD Channel(s) by any other mode to its Subscriber other than through the Distribution System. The IPTVO shall further ensure that the HD Channels shall only be activated through the digital addressable STB which meets the specifications prescribed by BIS and specifications set out in Schedule D; failing which STAR shall be entitled to de-activate the signals of the HD Channels to the IPTVO.</p> <p>3.4 It is expressly agreed between the Parties that the IPTVO’s right to receive and distribute the HD Channels shall be conditional upon the performance by the IPTVO, of its obligations arising under this Agreement and mere possession of the Equipment(s) shall not entitle the IPTVO to receive and/or distribute the HD Channels.</p> <p>3.3 Excluded Rights: Save and except for the Rights Granted to IPTVO in clause 3.1, IPTVO agrees that all other rights and means of distribution and re-transmission not specifically and expressly granted to IPTVO under this Agreement are expressly excluded and reserved by STAR, including, but not limited to:</p> <ul style="list-style-type: none">a) re-transmission via any “headend-in-the-sky” (“HITS”) and Direct to Home (DTH) platform;b) re-transmission via any analog and Digital Cable Networks;c) re-transmission via any Internet protocol television system which enables delivery via open access systems ;d) re-transmission via Internet or Intranet or any other open or closed systems, including but not limited to OTT, Web TV;e) re-transmission and distribution of any non-linear content of the HD Channels through the Distribution System ;f) time shifting/multiplexing[/PPV/VOD/SVOD];g) any other means/modes/medium/services of distribution or re-transmission whether known in present or not yet in use in the Territory or invented in future, beyond the scope of rights granted hereunder; andh) any form of re-broadcast and re-transmission to Commercial Subscribers. <p>For the avoidance of doubt, it is further clarified that the Rights Granted excludes any kind of recording and streaming of the HD Channels and/or HD Channel content and/or distribution of recorded content which is prohibited by Law and under this Agreement, including but not limited to any:</p> <ul style="list-style-type: none">a) universal serial bus (USB) which is paired to a viewing device or through any other devices susceptible to use for duplication of video and audio; and/or |
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| | <p>b) side loading and cloud storage like functionality which enables streaming of recorded or live content to various devices.</p> |
| <p>4. Territory</p> | <p>4.1 For the purposes of this Agreement, Territory shall mean India.</p> <p>4.2 The IPTVO shall not extend its operations beyond the Territory. In the event the IPTVO re-transmits the signals of the HD Channels beyond the Territory, the same shall amount to fundamental breach of the terms of this Agreement; including but not limited to infringement of copyright and broadcast reproduction rights of STAR, thereby entitling STAR to terminate this Agreement and suspend the signals of the HD Channels to the Distribution System as per the terms of this Agreement. This shall however be without prejudice to STAR's any other rights under Law.</p> |
| <p>5. Term</p> | <p>5.1 As mutually agreed between STAR and the IPTVO this Agreement shall be valid for a period of one (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.</p> <p>5.2 The Term of this Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the Parties in accordance with applicable Law.</p> |
| <p>6. New HD Channel(s); Converted HD Channel(s) and Removal of HD Channel(s)</p> | <p>6.1 New HD Channel(s)</p> <p>For the purposes of this Agreement "New HD Channel(s)" shall mean the new HD Channels to be launched and/or distributed by STAR in future after date of execution of this Agreement.</p> <p>6.2 Converted HD Channel(s)</p> <p>For the purposes of this Agreement "Converted HD Channel(s)" shall mean conversion of a Pay HD Channel(s) to a Free-to-Air Channel.</p> <p>6.3 In the event STAR launches any New HD Channel during the Term or in case of a Converted HD Channel(s), STAR shall notify the IPTVO of such plans for a New HD Channel or Converted HD Channel as the case maybe as per Law and the IPTVO shall notify within thirty (30) days of such intimation whether it intends to subscribe for the New HD Channel or Converted HD Channel(s).</p> <p>6.4 Removal of HD Channel(s)</p> <p>STAR shall have the right to remove any HD Channel(s) and to cease to grant, in respect of such HD Channel(s), the Rights Granted, ("Removed HD Channel(s)") with (i) advance written notice to the IPTVO as per Law; or (ii) with reasonable written notice in such cases where STAR ceases to have the right to distribute the HD Channel(s) in the Territory due to circumstances outside its control, including, but not limited to the actions of Governmental Authorities.</p> <p>6.5 The Parties agree that the License Fee payable by the IPTVO to STAR shall vary in the event of (i) launch of a New HD Channel; (ii) Converted HD Channel; or (iii) Removed HD Channel.</p> |

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| <p>7. License Fee</p> | <p>7.1 For each month or part thereof during the Term of the Agreement, the IPTVO shall pay to STAR the Monthly License Fee which shall be the A-la-carte Rate or Bouquet Rate, as the case maybe, multiplied by the Monthly Average Subscriber Level ("Monthly License Fee").</p> <p>7.2 The "Monthly Average Subscriber Level" is equal to the sum of the number of Subscribers on the first and last day of the month in question divided by two.</p> <p>7.3 For the purpose of calculation of the Monthly License Fee payable by IPTVO to STAR, Subscriber for any calendar month, means each STB which is availing the HD Channel(s) from the IPTVO directly by means of linear transmission, through the Distribution System.</p> <p>7.4 Calculation of License Fee:</p> <p>7.4.1 In case a IPTVO avails the Bouquet option offered by STAR:</p> <p>a) if the IPTVO is providing the Bouquet(s) as a whole to its Subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet Rate as set out in the Schedule C multiplied by the number of monthly average number of subscribers availing the Bouquet(s).</p> <p>b) if the IPTVO does not offer such opted Bouquet(s) as a whole to its Subscriber but offers only certain HD Channels comprised in such bouquet or packages the HD Channels comprised in such opted Bouquet in a manner resulting in different subscriber base for different HD Channels comprised in such opted Bouquet, then the payment to STAR for such entire opted Bouquet by the IPTVO, shall be calculated on the basis of subscriber base for the HD Channel which has highest subscriber base amongst the HD Channels comprised in the Bouquet.</p> <p>7.4.2 In case a IPTVO avails one or more or all HD Channels of STAR on A-la- carte basis:</p> <p>a) If the IPTVO is providing the HD Channels on A-la- carte basis to its Subscribers, the Monthly License Fee for such A-la-carte HD Channels shall be equal to the A-la-carte Rate as set out in Schedule C multiplied by the number of monthly average number of Subscribers availing the HD Channels on A-la-carte basis.</p> <p>b) if the IPTVO does not offer such opted A-la- carte HD Channel(s) as A-la-carte to its Subscriber but offers the HD Channels on A-la-carte basis in packages, then the payment to STAR for each of the HD Channels, shall be calculated on the basis of subscriber base of the package in which such opted A-la-carte HD Channel(s) has been placed.</p> <p>7.4.3 In case a IPTVO avails one or more HD Channels on A-la- carte Rate basis and also opts for different Bouquet(s) not comprising of HD Channels opted on A-la-carte basis of STAR:</p> <p>(a) For Bouquet, the Monthly License Fee shall be calculated on the basis of sub clause 7.4.1 above.</p> <p>(b) For A-la-carte, the Monthly License Fee shall be calculated on the basis of sub clause 7.4.2 above.</p> |
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| | <p>7.4.4 In the event the IPTVO avails any of the HD Channels on A-la-carte or Bouquet basis from STAR, and activates the HD Channels for any month or part thereof, the calculation of Subscriber base for such HD Channels shall be based on the total number of subscribers subscribing to all such bouquets offered by the IPTVO to the subscribers, that offer such HD Channel for the whole month irrespective of the fact whether the HD Channel is activated or de-activated.</p> <p>Further, the calculation will be on the calendar month basis and if the activation of such HD Channels, as part of bouquet or a-la-carte, spill over to the next calendar month, the total subscribers for such will be counted for both the months</p> <p>7.5 Payment of the License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.</p> |
| <p>8. Payment Terms</p> | <p>8.1 The Monthly License Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised by STAR (“Due Date”) on the basis of the Report provided by IPTVO to STAR without any deduction except deduction of withholding tax/TDS as provided in this Agreement.</p> <p>8.2 Within seven days of end of each month, the IPTVO shall provide opening, closing and average number of Subscribers for that month, based on which STAR shall raise an invoice on the IPTVO. In case the IPTVO fails to send the Report within the said period of seven (7) days, STAR shall have the right to raise a provisional invoice and the IPTVO shall be under obligation to pay the License Fee on the basis of such provisional invoice in accordance with the terms of this Clause 8.2. However the provisional invoice shall be for an amount not more than the Monthly License Fee payable by the IPTVO for the immediately preceding month. On receipt of the Report from the IPTVO, the Parties would conduct reconciliation between the provisional invoice raised by STAR and the Report sent by the IPTVO. In the event, the IPTVO habitually defaults in timely submission of Reports on Report Deadline (defined later) which causes delay in raising of invoices by STAR and consequent delay in payment of License Fee due to the lapses on the part of the IPTVO, the IPTVO shall be liable to pay to STAR fair pre estimate damages to the tune of Rs. 1,00,000/- (Rupees One Lakh only) per day for the delay in submission of Report computed on daily basis after the Report Deadline.</p> <p>8.3 Time is of the essence of this Agreement by which IPTVO shall be required to make payments by the Due Date in accordance with the terms hereof and on Due Date, and any failure to do so on the part of the IPTVO shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 2%. The imposition and collection of interest on late payments does not constitute a waiver of the IPTVO’s obligation to pay the License Fee by the Due Date, and STAR shall retain all of its other rights and remedies under the Agreement. IPTVO shall in addition to such interest shall also be liable to pay the applicable GST on the same.</p> <p>8.4 All payments due to STAR under this Agreement shall be made in India in Indian Rupees. All License Fee payments hereunder are exclusive of all</p> |

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| | <p>applicable indirect taxes including all and any service taxes, VAT, Goods and Services Tax (GST), works contract taxes, customs duties, charges, levies excise duties, entertainment taxes and other such taxes. All such taxes shall be at IPTVO's cost and will be charged at the prevailing rates by STAR to the IPTVO.</p> <p>8.5 If payment of the License Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the IPTVO shall provide tax withholding certificates to STAR within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p> <p>8.6 All payments from the IPTVO to STAR under this Agreement shall be paid either by (i) Demand Draft in favour of 'STAR India Private Limited', payable at its head office or any other place that may be specified by STAR in writing from time to time; or (ii) electronic wire transfer into the STAR's Bank Account details of which shall be provided to IPTVO from time to time, accompanied by documentary evidence certified by the IPTVO's bank that the payment has been transferred to the STAR's bank account or (iii) any other mode as intimated by STAR.</p> <p>8.7 For all payments, including on-account payments made by the IPTVO to STAR, the IPTVO shall intimate their Goods & Services Taxpayer Identification Number ("GSTIN") and details of invoices against which such payments are being made to STAR.</p> <p>8.8 At the time of advance payment, if any the IPTVO shall give their GSTIN details for which the payment is made and payment allocation details to be provided on receipt of the invoice(s) raised by STAR.</p> <p>8.9 It is further agreed that post allocation against the invoices and GSTIN (of IPTVO) by STAR on advice of the IPTVO for on-account payments and/or advances received, no subsequent changes to the allocation against invoices and GSTIN of the IPTVO can be made by STAR.</p> <p>8.10 If any payment or advance payment is made by the IPTVO under this Agreement, the IPTVO shall inform STAR of its GSTIN number on account of which the payment is done. If the IPTVO fails to inform STAR of such GSTIN then STAR shall be entitled to allocate such payment in full or in part to such IPTVO's GSTIN(s) as STAR 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. For any payment or advance payment made by the IPTVO to STAR, the IPTVO undertakes and agrees to provide all the requisite documents as may be required by STAR under the GST Laws.</p> <p>8.11 Within seven (7) days of receipt of invoice by the IPTVO under this Agreement, the IPTVO shall notify in writing to STAR the discrepancies in the said invoice, (if any). In the event the IPTVO fails to notify any discrepancies in the said invoice within the stipulated time, then such invoice shall be deemed to have been duly accepted by the IPTVO and the IPTVO shall be precluded from raising any dispute with regard to such invoice and shall not be entitled to seek any changes in such invoice unless agreed otherwise by STAR, after the lapse of stipulated period.</p> |
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| | <p>8.12 In the event the IPTVO is entitled for any exemption or lower rate of tax than the one determined by STAR, then the IPTVO shall provide such lower tax rate certificate issued by the Revenue Authorities prior to raising of invoice by STAR along with all the requisite documents and details as may be required for claiming the exemption or lower rate of tax under the GST Laws. In case any claims arises on STAR due to such exemption or lower rate of taxation availed by the IPTVO in respect of payment made under this Agreement, then the IPTVO shall be liable to indemnify STAR for such claims, losses or penalties.</p> <p>8.13 The Parties shall provide all the details as may be required with respect to GST to this Agreement. If due to failure on the part of the IPTVO to provide any details of allocation of payment, if STAR incurs any loss or if any penalty is levied on STAR, then the IPTVO shall be liable to indemnify STAR for all such loss and/or penalty.</p> <p>8.14 The harmonized system of nomenclature (“HSN”) code of goods/services supplied under this Agreement shall be mentioned by STAR on requisite documents.</p> <p>8.15 If the amount of GST recovered from STAR under this Agreement differs, for any reason, from the amount of GST paid or payable by STAR to the Revenue Authorities, including by reason of:</p> <p>8.15.1 an amendment in the GST Laws and/or rules thereunder; 8.15.2 issue of or an alternation in ruling or advice of the Revenue Authorities; 8.15.3 a refund of GST to the IPTVO in respect of any supply made under this Agreement; and 8.15.4 a decision of any tribunal or court;</p> <p>then the difference in amounts shall be borne by the IPTVO.</p> <p>8.16 The IPTVO agrees that STAR shall not be liable for any allowance or disallowance of input tax credit by the Revenue Authorities to the IPTVO basis the payment made under this Agreement.</p> <p>8.17 In case where STAR uploads the GST details of the IPTVO (as provided by the IPTVO), and the same is disputed/or is litigated with STAR by the Tax authorities, in such a case IPTVO undertakes and agrees to indemnify STAR for any tax liability and other related interest, penalties etc payable by STAR to Tax authorities. Any cost of litigation would be borne by the IPTVO.</p> <p>8.18 In case of any incorrect / incomplete / non-compliance on behalf of the IPTVO and because of which a demand is made on STAR by the tax authorities, the IPTVO shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the STAR. Any cost of litigation would be borne by the IPTVO.</p> <p>8.19 In case the input tax credit to the IPTVO is not allowed to the IPTVO due to his non provision of the correct details to STAR, STAR shall not be responsible for such non allowance to IPTVO.</p> <p>8.20 If any proceedings are initiated under the GST Laws, the Parties agree 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> |
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| | <p>8.21 The IPTVO agrees in the event if there is any change in License Fee on account of change in GSTINs or by way of tax deduction or any other reason then the IPTVO shall be liable to pay such differential amount to STAR.</p> <p>8.22 The Parties agree that non-registration by the IPTVO under the GST Laws or suspension or cancellation of such registration does not preclude STAR from charging the applicable GST under this Agreement and the IPTVO shall be liable to pay such GST, regardless of its GST registration. The IPTVO undertakes and agrees the IPTVO is responsible for timely submission of GSTINs and other details as required and non-submission of GSTINs will be construed as non-registered under GST laws and the IPTVO shall have no claim against STAR for non-provisioning of GSTINs or late submission of GSTINs.</p> <p>8.23 Credit Note: Consideration, with GST element, may be reduced by way of credit note only in the case of mutually agreed decrease in the value of services provided by STAR and if the services are found to be deficiently provided. The benefit of the GST element on the credit note shall be given to the IPTVO if and when the credit of GST (on such credit note) is adjusted by the IPTVO in his GST return and proof/undertaking of which is provided to STAR. Further, such benefit shall be given to the IPTVO only if the credit note is issued by STAR before end of the September next to the financial year in which invoice is raised.</p> <p>8.24 The Parties hereby further agree to execute appropriate addendum/amendments to the terms of this Agreement in order to incorporate the provisions of Goods & Service Tax Act/Rules/Laws (GST Laws) (if required) in order to comply with the provisions of GST Laws.</p> |
| <p>9. Alteration of Service</p> | <p>9.1 The IPTVO agrees to re-transmit the HD Channels in the Territory during the entire Term of this Agreement on an as-is basis and in their entirety and continuously on a 24 x 7 x 365 days basis without any break and without any editing, dubbing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-through or crawls, deletions or additions and further agrees to make the HD Channels available to its existing Subscribers as on the date of execution of this Agreement as well as its new Subscribers.</p> <p>9.2 IPTVO shall have the right to insert ONLY its trademark/logo on the HD Channels. However, the IPTVO shall insert such trademark/logo/trade names in a manner which is of a reasonable size and shall not superimpose or otherwise alter any, logos on any HD Channel.</p> <p>9.3 The IPTVO agrees and undertakes not to:</p> <p>9.3.1 copy /use any of the programmes, data or content included on the HD Channel(s) for the purpose of distributing them later, or for any other reason, except as may be required by any applicable Laws within the Territory;</p> <p>9.3.2 cut, edit, insert, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the HD Channel(s) except as may be required by any applicable Laws;</p> |

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| | <p>9.3.3 use any interactive technology or other interferences (such as red button) or redirect traffic from the HD Channels in any manner, whether for content or for promotion without express prior written permission from STAR;</p> <p>9.3.4 incorporate any HD Channel(s) or the programmes, data or content therein as part of any free TV, Interactive TV, IPTV, Pay Per View, Video On Demand or Near Video On Demand services or On-line Services, or otherwise exhibit or cause the exhibition of any stills, extracts or data from any HD Channel(s) or the programmes therein via the Internet or any other local or area wide computer network or mobile telephone or handheld device;</p> <p>9.3.5 reformat any HD Channel(s) so that it appears on less than the full screen of a television or add or super-impose any data, scrolls or ticker tape, crawlers, buttons or other items to any HD Channel(s);</p> <p>9.3.6 superimpose or otherwise add any own or third party advertising, promotions, programmes, data, content; or alter any copyright, trademarks, trade names, logos, names and / or licenses on any HD Channel(s), HD Channel Mark or Promotional Materials;</p> <p>9.3.7 disadvantage or otherwise treat less favorably the HD Channels, with respect to competing and similar HD Channels on a genre and category basis;</p> <p>9.4 IPTVO shall not store or cause to be stored in any manner whatsoever any specific program or programming content or any part thereof of the HD Channels including without limitation additional HD Channels in its servers or facilities. IPTVO shall also not deploy any advertisement skipping function in its Distribution System. There shall be no embedded functionality in IPTVO's Distribution System that shall enable it to show programmes of the HD Channels at a time different than that of its original telecast.</p> <p>9.5 The IPTVO shall use its best efforts to maintain a high quality of signal transmission for the HD Channels and shall take all other necessary steps to ensure that: (a) each HD Channel is received only by Subscribers who pay the full applicable subscription fees; and (b) no location for which the applicable subscription fees is not paid shall be capable of viewing the HD Channel.</p> |
| <p>10. Delivery; and Security</p> | <p>10.1 The HD Channels must be delivered by IPTVO to Subscribers in a securely encrypted manner and without any alteration.</p> <p>10.2 The uplink specifications, satellite capacity and infrastructure allocated by IPTVO in respect of the broadcast signal of the HD Channels by IPTVO to its Subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its Distribution System.</p> <p>10.3 The IPTVO shall re-broadcast and re-transmit each of the HD Channels through the Distribution System to Subscribers located in the Territory in the manner of re-transmission as specified in this Agreement with respect to the Distribution System. The Parties acknowledge and agree that any material changes to the Distribution System's security and encryption</p> |

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| | <p>technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term will be made by the IPTVO only after prior approval from STAR.</p> <p>10.4 The IPTVO shall, at its own cost and expense, cause the HD Channels to be received only from the satellite(s) designated by STAR from time to time and shall ensure distribution throughout its Distribution System on separate, dedicated HD Channel(s) for reception by all its Subscribers.</p> <p>10.5 STAR may upon execution of this Agreement, at the request of the IPTVO supply or cause to be supplied necessary Equipment to the IPTVO. If STAR provides the Equipment, the IPTVO shall pay to STAR fees for the Equipment in addition to the License Fee as may be informed by STAR to the IPTVO. The IPTVO shall locate the Equipment at a location approved by STAR in writing. In case the IPTVO requires replacement of any defective Equipment, the IPTVO shall pay a non-refundable service charge per Equipment for one time replacement as may be informed by STAR to the IPTVO. The Equipment shall be used by the IPTVO exclusively for distribution of the HD Channels for which it is issued and shall at all times remain the sole and exclusive property of STAR and the IPTVO shall forthwith return the Equipment to STAR upon expiry or termination of the Agreement as per the provisions and procedure laid down in this Agreement. The IPTVO shall not, under any circumstances, reverse engineer, decompile or disassemble the Equipment or reproduce or allow the reproduction of any of them or the technology included in them or sell or exchange or transfer the Equipment in any manner whatsoever. The IPTVO shall get the Equipment insured immediately on execution of the Agreement.</p> <p>10.6 STAR shall not be liable for any defect in the Equipment(s), which is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the IPTVO or any other person. In the event the Equipment(s) is lost, stolen or damaged, the IPTVO shall immediately inform STAR. In the event the IPTVO desires new Equipment(s) for any HD Channel forming part of the HD Channels, the same may be issued at the discretion of STAR on payment of such charges as may be specified by STAR from time to time. In the event any of the Equipment(s) is not in use by the IPTVO, the same should be returned to the concerned office of STAR immediately.</p> <p>10.7 In order to take back possession of the Equipment from the IPTVO, the IPTVO shall ensure that the personnel/representative of STAR are allowed free and unobstructed access to the location where the Equipment is installed and take possession of the same. The IPTVO shall not interfere with such procedure.</p> <p>10.8 During the Term, the IPTVO's re-broadcasting and re-transmitting facilities shall be fully capable of individually addressing Subscribers on a channel-by-channel, STB-by-STB and decoder-by-decoder basis. The IPTVO shall install decoding equipment and all other equipment necessary to receive and distribute the HD Channels at its own cost and expense. The IPTVO acknowledges and agrees that STBs, and their installed content protection systems, used by Subscribers shall prohibit the use of any digital outputs. STAR shall have the right in its sole discretion to either suspend the transmission of any or all of the HD Channels by the IPTVO, or terminate this Agreement in accordance with the Law, if the IPTVO distributes any</p> |
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| | <p>or all of the HD Channels in a manner not authorized or for a purpose not specifically provided for by this Agreement.</p> <p>10.9 The IPTVO shall use its best efforts to maintain for the HD Channels the quality standard afforded to other standard definition HD Channels of the same genre in a non-discriminatory fashion. the IPTVO shall use reasonable efforts to 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) without any interruption or deviation from the daily transmission schedule.</p> |
| <p>11. Anti-Piracy</p> | <p>11.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any HD Channel, in whole or in part, (hereinafter collectively referred to as “Piracy”), the IPTVO shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the “Security Systems”) as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by STAR.</p> <p>11.2 The IPTVO shall adhere to the anti-piracy obligations and security measures set out in Schedule G.</p> <p>11.3 To ensure the IPTVO’s ongoing compliance with the security requirements set out in the Agreement, STAR may require technical audits (“Technical Audit(s)”) conducted by an independent security technology auditor (“Technical Auditor”), approved by STAR in writing no more than twice per year during the Term, at STAR’s cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the IPTVO or STAR, then STAR shall work with the IPTVO in resolving this issue in the next fourteen (14) Business Days. If a solution is not reached at by then, STAR may, in its sole discretion, suspend the IPTVO’s right to distribute the HD Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to STAR’s satisfaction. IPTVO shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the IPTVO to STAR’s satisfaction.</p> <p>11.4 IPTVO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the HD Channels, distributed / transmitted through its Distribution System at least every 10 minutes on 24 x 7 x 365 basis.</p> <p>11.5 IPTVO shall not authorize, cause or suffer any portion of any of the HD Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by IPTVO at the time the HD Channels are made available. If IPTVO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the HD Channels for any other purpose, IPTVO shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the HD Channels for any other purpose, notify STAR and the IPTVO shall also switch off the concerned Set Top Box to prevent such</p> |

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| | <p>unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the IPTVO shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the Agreement between the IPTVO and the Subscriber.</p> <p>11.6 If so instructed by Information (as defined below) by STAR, the IPTVO shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from STAR.</p> <p>11.7 Any communication under the Clause 11.6 shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the Parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by STAR representatives through other means of communications such as telephonic message, fax etc. and the said "information" shall later be confirmed by STAR through e-mail and the IPTVO shall be under obligation to act upon such information.</p> <p>11.8 In instances where the IPTVO is the only Party that is allowed to initiate and pursue legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, the IPTVO agrees to initiate such legal action and STAR undertakes to provide all necessary assistance. STAR plans to actively combat piracy of the HD Channels in the Territory and the IPTVO agrees to work closely with STAR and comply with its directions in relation such efforts.</p> |
| <p>12. Advertising/ Marketing/ Promotion</p> | <p>12.1 The IPTVO shall promote all the HD Channels and the programming exhibited by all of the HD Channels in the same manner and to the same extent as any other channel in the same genre, which is distributed by the IPTVO, provided, that the IPTVO may carry out any specific promotion with respect to a certain specific HD Channel(s) or genres.</p> <p>12.2 The IPTVO agrees that it shall provide the HD Channels with the same opportunity to carry out specific promotions on mutually agreeable terms. The IPTVO agrees that the HD Channels will be treated similarly, in terms of size and prominence (taking into consideration the context) to other HD Channels in any advertising material where the Channel Marks (as defined below) appear with the logos and names of all other HD Channels. Nevertheless, In promoting the HD Channels, the IPTVO shall use only Promotional Material provided or approved by STAR, in the form provided by STAR (or, if created by or on behalf of the IPTVO, in the identical form presented to STAR's for STAR's prior written approval) and only for the purpose of promoting the HD Channels. STAR shall make available to the IPTVO Promotional Materials in accordance with STAR's then current practices. STAR and the IPTVO agree to discuss joint marketing efforts and the coordination of marketing and promotion for the HD Channels and the Distribution System.</p> <p>12.3 STAR shall be treated similarly to other programmers in respect of opportunities for participation in events and promotions that the IPTVO undertakes for the promotion of HD Channels, subject to and considering commercial agreements for each such event and promotion and the context of each such event and promotion. STAR shall provide to the</p> |

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| | <p>IPTVO information in a format that is reasonably requested by the IPTVO for this purpose.</p> |
| <p>13. Reports</p> | <p>13.1 IPTVO will maintain at its own expense a subscriber management system (“SMS”) which should be fully integrated with the CAS (Conditional Access System). Reports under this Agreement shall be generated only through SMS and CAS and the same should be in a pre-defined read only format such as a suitable PDF format, which cannot be edited.</p> <p>13.2 IPTVO shall provide to STAR complete and accurate opening and closing subscriber monthly reports (“Reports”) for the HD Channels and the tier and/or package containing the HD Channels within seven (7) days from the end of each month (“Report Deadline”) in the format set out in Schedule E.</p> <p>13.3 Such Reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each of the HD Channels and each package in which a Channel is included) and the License Fees payable to STAR and shall be signed and attested by an officer of the IPTVO of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.</p> <p>13.4 Provisioning of Reports as per the terms of this Clause 13 shall constitute material obligation on the part of the IPTVO. Non-provisioning of the Reports on the Reports Deadline and in the format set out in Schedule E, shall amount to material breach of the Agreement on the part of IPTVO, which shall entitle STAR to terminate the Agreement and disconnect signals of the HD Channels to the IPTVO as per Clause 16 of this Agreement.</p> |
| <p>14. Audit Rights</p> | <p>14.1 STAR’s representatives shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the IPTVO relating to the HD Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to STAR under the Agreement, the information contained in Reports and full compliance with the terms and conditions of the Agreement. The scope of such audit shall be as set out in Schedule F.</p> <p>14.2 In the event an audit by STAR or its auditors reveal that the IPTVO has under-reported or has misrepresented any item having a bearing on the computation of the License Fee payable by the IPTVO, STAR shall provide the IPTVO with written notice setting out the amount of such additional fee (“Shortfall Amount”) payable by the IPTVO to STAR (“Notice of Shortfall”). Upon receipt of the Notice of Shortfall, the IPTVO shall immediately, and in any event no later than 2 (two) calendar days from the date of receiving such Notice of Shortfall pay the Shortfall Amount together with interest in accordance with the Late Interest Rate for the period from the date when the payments should have been made by the IPTVO until the actual date of payment.</p> <p>14.3 Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the IPTVO to be due for such period by two (2) percent or more, IPTVO shall pay all of STAR’s costs incurred in connection with such</p> |

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| | <p>review and / or audit, and take any necessary actions to avoid such errors in the future.</p> <p>14.4 The IPTVO shall remain the sole owner and holder of all subscriber databases compiled by the IPTVO under the Agreement. STAR and its auditors are under obligation to maintain confidentiality of the Subscriber information, STAR and its auditors, shall and only in connection with the audit, have the right to take printouts, photocopies and electronic copies (on auditors' laptop and any kind of external storage device) of the any information relating to the audit as reasonably required to conduct the audit.</p> <p>14.5 IPTVO will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:</p> <ul style="list-style-type: none">(i) monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) years at any point of time;(ii) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;(iii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;(iv) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;(v) administering payments of any commission fees from time to time payable to the IPTVO's authorised agents for the sale to Subscribers of programming packages;(vi) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and(vii) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion. <p>14.6 The SMS, CAS, billing, IT systems, and all Reports that are relevant for the purpose of the Agreement shall be made available for inspection and audit to STAR or STAR's auditors (i) at any time during normal business hours during the Term of this Agreement and for three months after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the IPTVO; and (ii) on 7 (seven) calendar days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three (3) months after the termination of this Agreement.</p> <p>14.7 The IPTVO shall provide full cooperation to STAR's auditors in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to IPTVO's facilities and systems</p> |
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| | <p>including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. IPTVO shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The IPTVO shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause 14 shall also apply to Technical Audits. Any breach by or on the part of the IPTVO with regard to the above covenants shall be construed as material breach of this Agreement.</p> |
| <p>15. STAR Intellectual Property</p> | <p>15.1 Unless notified to the contrary by STAR, in all trade references, advertising, promotion and for all other purposes, the HD Channels shall be referred to exclusively as designated herein or as otherwise designated by STAR and /or its licensors, as the case maybe shall have the sole right to re-brand or rename any HD Channel during the Term of this Agreement.</p> <p>15.2 All right, title and interest in the programming on the HD Channels and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the HD Channels or any mark of the rights holders of any programming exhibited on the HD Channels (collectively, the “Intellectual Property”) shall belong exclusively to STAR. STAR and its licensors shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in the HD Channels.</p> <p>15.3 The IPTVO shall not claim adversely to or challenge the rights of STAR, any agent of STAR or STAR’s program/HD Channels with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the IPTVO, the IPTVO agrees that such rights are the exclusive property of STAR of such names and marks and agrees to renounce such rights.</p> <p>15.4 The IPTVO shall not use any material containing any of the Intellectual Property without the prior written consent of STAR. The IPTVO 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 STAR, resembles any of the Intellectual Property.</p> <p>15.5 The IPTVO shall include appropriate copyright and other legal notices as STAR may require. The IPTVO shall within seven (7) days after termination of this Agreement return to STAR or, at STAR’s request, immediately 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 STAR are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to STAR all interest in and to any graphic representation created by or for the IPTVO of any Intellectual Property.</p> |
| <p>16. Termination and Suspension</p> | <p>16.1 This Agreement shall stand terminated due to the efflux of time at the end of the Term.</p> |

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| | <p>16.2 Subject to Clauses 16.3 and 16.4 below, either Party has a right to terminate this Agreement and/or suspend the signals of HD Channels by a written notice, subject to applicable Law, to the other in the event of:</p> <p>16.2.1 material breach of this Agreement by the other Party, which has not been cured within seven (7) days of being required in writing to do so;</p> <p>16.2.2 the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;</p> <p>16.2.3 The IPTV License or any other material license necessary for the IPTVO to operate its IPTV service being revoked at any time other than due to the fault of the IPTVO.</p> <p>16.3 Notwithstanding anything stated above, STAR shall have the right to terminate this Agreement and/or suspend the signals of HD Channels by giving notice in accordance with applicable Law if the IPTVO defaults in making payment of the Monthly License Fee on the Due Date.</p> <p>16.4 STAR shall have the right to terminate this Agreement and/or suspend the signals of HD Channels by giving notice in accordance with applicable Law if:</p> <p>16.4.1 The IPTVO breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or</p> <p>16.4.2 STAR discontinues the HD Channels with respect to all distributors in the Territory and provides IPTVO with at least ninety (90) days prior written notice</p> <p>16.4.3 if the IPTVO breaches its material obligations under this Agreement including the Reports, Audit, or Compliance with Law, transmitting signals of HD Channels outside the Territory, other than the payment of License Fee, and fails to cure such breach within seven (7) days from the date of delivery of a written notice by STAR to the IPTVO; and</p> <p>16.4.4 if any part of the Equipment is transferred outside the Territory, this Agreement shall be automatically terminated without prejudice to any other rights of STAR under this Agreement or applicable Law;</p> <p>16.5 IPTVO shall have the right to terminate this Agreement on written notice to STAR if IPTVO discontinues its IPTV business and provides at least ninety (90) days prior written notice.</p> <p>16.6 Notwithstanding any contained hereinabove, STAR shall have the right to disconnect/suspend the signals of HD Channels after giving seventy two (72) hours prior written notice, in the event the IPTVO indulges in any malicious and/or defamatory and/or illegal and/or unfair trade practice against STAR and fails to cure such breach within twenty four (24) hours notice STAR to the IPTVO.</p> <p>16.7 The right of STAR to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to STAR under this Agreement or Law.</p> |
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| <p>17. Effect of Termination</p> | <p>17.1 Upon termination of the Agreement:</p> <p>17.1.1 Any re-broadcast and re-transmission of the HD Channel(s) by the IPTVO, shall be unauthorized and illegal and the IPTVO shall cease to distribute, package or market the HD Channel(s) to the Subscribers in the Territory, whether directly or indirectly;</p> <p>17.1.2 The IPTVO shall within seven (7) days from the date of termination deliver to STAR all due and pending Reports;</p> <p>17.1.3 STAR's Promotional Materials Confidential Information, and Intellectual Property which are in the possession of the IPTVO shall forthwith be returned to STAR and the IPTVO shall cease to use the same;</p> <p>17.1.4 STAR shall, in addition to and without prejudice to any other rights and remedies available under Law, be entitled to receive all outstanding monies due to STAR including without limitation the License Fee, or part thereof due or to become due under the Agreement and any amount due to STAR shall immediately become payable on the date of termination;</p> <p>17.1.5 The IPTVO shall forthwith return to STAR all the Equipment in the same condition as they were made available by STAR subject to normal wear and tear;</p> <p>17.1.6 The Parties shall immediately cease to make any representations that they are associated with each other in the Territory;</p> <p>17.1.7 Termination of the Agreement shall not absolve the IPTVO of its obligations and stipulations under the Agreement.</p> |
| <p>18. Change Control</p> | <p>18.1 The IPTVO shall not, without the prior written consent of the Company, directly or indirectly, including through a subsidiary, enter into or propose to enter into a Change Event. "Change Event" means any merger, demerger, amalgamation, consolidation, reorganization or corporate restructuring involving the IPTVO or any change of control or change in the management or acquisition of majority stake or controlling stake of the IPTVO or acquisition by the IPTVO of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the IPTVO's assets and/ or purchasing the whole or a substantial portion of the assets of another entity (such other entity involved in such Change Event shall be referred to as the "Change Event Entity").</p> |
| <p>19. Governing Law and Jurisdiction</p> | <p>19.1 The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the Parties, arising out of or in connection with or as a result of the Agreement.</p> |
| <p>20. Regulatory Intervention</p> | <p>20.1 In the event that there is any change in any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations, tax reforms, determination or change in classification of goods or services under GST ("Change in Law") of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting (MIB) and Telecom Regulatory Authority of India (TRAI) or any final un appealable order of any competent court or</p> |

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| | <p>tribunal which would have a material effect on either of the Parties, then the Parties shall amend this Agreement or execute fresh agreement to comply with such change in law from the effective date of Change in Law, as mandated under the applicable laws.</p> |
| <p>21. Representations / Warranties and Obligations of the Parties</p> | <p>21.1 Each Party represents and warrants to the other Party that:</p> <p>21.1.1 each of them is a duly incorporated and is a validly existing company under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement;</p> <p>21.1.2 upon execution hereof, this Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;</p> <p>21.1.3 it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement.</p> <p>21.2 The IPTVO further represents and warrants that-</p> <p>21.2.1 neither the IPTVO nor any director(s), officers(s), agents(s), employees(s), or any other persons(s) acting for or on behalf of the foregoing has (a) offered, paid, promised to pay, or authorised the payment of any money or anything of value, to any government official or government authority or any political party or any third party for the purpose of influencing any act or decision of such government authority or political party or any third party in relation to the services or direct business to any person, in each case where such payment, offer or promise is prohibited under any applicable law to which such entity is subject; or (b) engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws;</p> <p>21.2.2 the IPTVO, its Director(s), officer(s), agents(s), employees or any other person acting for or on behalf of the foregoing has complied and shall continue to (a) comply with all applicable anti-bribery and anti-corruption laws and regulations; and (b) engage only in legitimate business and ethical practices in commercial operations, in relation to dealing with any governmental officials or government authorities or third parties pursuant to and in relation to the services provided under this Agreement;</p> <p>21.2.3 it has obtained all necessary rights, licenses and permissions relevant to re-transmission of the HD Channels on its Distribution System and has submitted the documents set out in Schedule H at the time of execution of this Agreement;</p> <p>21.2.4 It shall not retransmit the HD Channels via any medium other than the Distribution System.</p> |

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| | <p>21.2.5 The IPTVO agrees and undertakes that it shall not down-convert the signals of the HD Channels to Standard Definition channels, in any event whatsoever.</p> <p>21.2.6 The IPTVO agrees and undertakes that the HD Channels shall only be activated through the HD STB which meets the specifications prescribed by BIS.</p> <p>21.2.7 The IPTVO agrees that it shall not make its Subscribers take other HD Channels or services or fulfill any other commercial consideration as a precondition to receiving the HD Channel(s) of the Company.</p> <p>21.2.8 The IPTVO has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System being revoked, varied, cancelled, suspended or not renewed;</p> <p>21.2.9 the Distribution System and the systems used by IPTVO to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The IPTVO shall not re-transmit any unencrypted signals or feed from its Distribution System in contravention of applicable Law;</p> <p>21.2.10 it shall not sub-distribute the HD Channel(s) or knowingly authorize/allow taping or receipt of the HD Channels;</p> <p>21.2.11 it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of STAR and shall not remove/shift any Equipment used to avail signals of HD Channels under this Agreement, without the prior written consent of STAR;</p> <p>21.2.12 it shall not shift, remove, modify, misuse or tamper with the Equipment used to avail of the including the paper seal to prevent opening of the equipment or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from;</p> <p>21.2.13 All information which has been provided by the IPTVO to STAR in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading;</p> <p>21.2.14 the obligations of the IPTVO under this Agreement are integral and necessary for protecting the value of the HD Channels and the content of the HD Channels;</p> <p>21.2.15 all restrictions imposed on the IPTVO and all obligations of the IPTVO under this Agreement are reasonable and justified in light of the transactions contemplated under this Agreement,</p> |
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| | <p>are non-discriminatory, and are not greater than necessary for the legitimate preservation of the value of the HD Channels and the content of the HD Channels;</p> <p>21.2.16 the IPTVO has carefully read the terms of this Agreement and has evaluated all considerations relating to the Agreement by the IPTVO to the terms of this Agreement, and the IPTVO has such knowledge and experience in financial, business and industry matters that it is capable of evaluating the merits and risks of agreement to the terms of this Agreement;</p> <p>21.2.17 the IPTVO has consulted and obtained advice from its own advisers, including legal, financial, tax and technical advisors and experts, as to all matters, including all obligations of the IPTVO, under this Agreement and on that basis believes that the terms of this Agreement are suitable and appropriate for the IPTVO; and</p> <p>21.2.18 the IPTVO has agreed to all terms of this Agreement, and in the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by all Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provision of this Agreement</p> |
| <p>22. Indemnification</p> | <p>22.1 IPTVO shall without any limitations as to time period or amounts keep and hold STAR and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the IPTVO, or actual or alleged breach of any terms of this Agreement by the IPTVO (including but not limited to breach of any representation and warranty provided by the IPTVO to STAR).</p> <p>22.2 It is expressly understood and agreed between the Parties that STAR shall have no liability or obligation whatsoever under this Agreement, towards the IPTVO, the Subscribers or any other person or Governmental Authority, arising from and/or in respect of:</p> <p>22.2.1 any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow STAR's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by STAR, in which event STAR shall not be under any obligation to provide IPTVO with any other Equipment;</p> <p>22.2.2 any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of STAR;</p> <p>22.2.3 deactivation, disconnection, interruption of the HD Channels or termination of this Agreement by STAR in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of the non-payment of License Fee by the IPTVO or on account of any other breach of this Agreement by the IPTVO); or</p> |

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| | <p>22.2.4 failure on the part of the IPTVO to maintain the licenses and approvals required under applicable Law;</p> <p>22.3 The IPTVO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of IPTVO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the IPTVO shall entitle the Subscriber to receive the HD Channels from STAR or create any direct relationship between the Subscriber and STAR.</p> |
| <p>23. Limitation of Liability</p> | <p>23.1 STAR shall not be liable to the IPTVO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the HD Channels or inability to provide the same whether or not due to suspension, interruption or termination of the HD Channels or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.</p> <p>23.2 Without prejudice to the foregoing, the maximum aggregate liability of STAR for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Monthly License Fee actually paid by the IPTVO to STAR hereunder.</p> |
| <p>24. Miscellaneous</p> | <p>24.1 <u>Entire Agreement, Binding Effect, etc.</u> This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements, oral or written, with respect thereto.</p> <p>24.2 <u>Force Majeure</u> Neither Party shall be liable to the other for any delay in the performance of its obligations caused by any reason beyond its reasonable control, including without limitation, an act of God, governmental action, war, civil insurrection, riot, act of terrorism, labour unrest or dispute, epidemics or satellite failure or satellite jamming which may affect the retransmission of signals of any of the HD Channels to the Subscribers. Provided that nothing contained in this Clause shall apply to the obligation of the IPTVO to pay the License Fee in accordance with clauses 7 and 8 of this Agreement.</p> <p>24.3 <u>Confidentiality</u> Other than the existence of this Agreement, no terms or conditions hereof, nor any matters relating to the course of dealings between the Parties shall be disclosed to any third party, except to auditors (as a part of normal reporting procedure), attorneys, affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to-know basis, who shall also be bound by terms of this clause and except as may be required by any applicable government agency, regulatory body or court.</p> <p>24.4 <u>Notices</u></p> |

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| | <p>All notices must be in writing sent by electronic e-mail, speed post, fax, personal delivery or courier to the following addresses, unless otherwise notified:</p> <p>To IPTVO: Name: Address: Attention: Email id: To STAR :</p> <p>STAR INDIA PRIVATE LIMITED STAR House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013 Attention: Fax:</p> <p>24.5 <u>Assignment</u> The IPTVO shall not have the right to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder, whether pursuant to a merger, de-merger, amalgamation, consolidation, reorganization, corporate restructuring, sale of assets or otherwise. STAR may assign or transfer its rights or obligations under the Agreement to any Affiliate or any Person acquiring any portion of its business or assets.</p> <p>24.6 <u>Amendment</u> This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, writings, understandings or communications in this connection. No amendment of this Agreement shall be valid unless prepared in writing and signed by each of the Parties.</p> <p>24.7 <u>Survivability</u> Clauses 7 (License Fee), 8 (Payment Terms), 14 (Audit), 15 (STAR Intellectual Property), 17 (Effects of Termination), 19 (Governing Law and Jurisdiction), 21 (Representations and Warranties), 22 (Indemnification), 23 (Limitation of Liability), 24.3 (Confidentiality), and 24.4 (Notice) shall survive any termination or expiration of this Agreement.</p> <p>24.8 <u>Specific Performance</u> The IPTVO agrees that damages may not be an adequate remedy and STAR shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the IPTVO from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies STAR may have at law or in equity, including without limitation a right for damages.</p> <p>24.9 <u>Severability</u> If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent legal forum, the remaining provisions of this Agreement shall continue in full force and effect.</p> |
|--|---|

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorised representatives on the day and year first above written.

| | |
|-----------------------------|-----------------------------------|
| Signed for and on behalf of | Signed for an on behalf of |
| | STAR India Private Limited |
| Signature: | Signature: |
| Name: Mr. | Name: Mr. |
| Title: | Title: |
| Date: | Date: |
| | |
| WITNESS: | WITNESS: |
| Signature: | Signature: |
| Name: | Name: |

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SCHEDULE A

DEFINITIONS

1. **"Addendum Agreement"** means the Addendum Agreement(s) to this Subscription License Agreement For Internet Protocol Television Platform which the IPTVO has to compulsorily execute to avail the Incentives;
2. **"Addressable System"** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of IPTV network can be sent in encrypted form, which can be decoded by the device or devices, having an activated CAS at the premises of the subscriber within the limits of authorisation made, through CAS and SMS, on the explicit choice and request of such subscriber, by the IPTVO to the subscriber;
3. **"Affiliate"** of a Party (the **"Subject Person"**) means (i) in the case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, controls, is controlled by or is under common control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, his/her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons. For the purposes of this definition, **"Control"** means (a) having an economic interest of at least 26% of any Person; and/or (b) the power to direct and control the management or policies of a Person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such Person, through contractual arrangements or otherwise;
4. **"A-la-carte"** with reference to offering of a TV HD Channels means an offering of the television channel individually on a standalone basis;
5. **"A-la-carte Rate"** means the rate as set out in Schedule C at which a standalone individual HD Channels are offered by STAR to IPTVO;
6. **"Bouquet"** or **"Bouquet of HD Channels"** means an assortment of distinct HD Channels, offered by STAR to the IPTVO together as a group or as a bundle and includes the HD Bouquet as set under Schedule C.
7. **"Bouquet Rate"** or **"Rate Of Bouquet"** means the rate set out in Schedule C at which the Bouquet of HD Channels are offered by STAR to the IPTVO;
8. **"Business Day"** shall mean any day, other than a Saturday and Sunday, on which banks in Mumbai remain open for business;
9. **"BIS"** shall mean Bureau of Indian Standards;
10. **"CAS"** shall mean the conditional access system maintained by the IPTVO in accordance with the Interconnection Regulations and the terms of this Agreement, which shall have the ability to authorize, provide and deny specific HD Channels, data, or information to Subscribers and which meets the requirements set out under Schedule C of this Agreement;
11. **"Channel Marks"** means the trade names, trademarks, logos and service marks used by the Company and/or its Affiliates from time to time in connection with the Services including without limitation the trade names, marks or logo specified by the Company or otherwise notified in writing by the Company from time to time;
12. **"Commercial Subscriber"** means a subscriber who causes the signals of TV HD Channels to be heard or seen by any person for a specific sum of money to be paid by such person; as maybe amended by TRAI;

13. "**Confidential Information**" means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Affiliates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the Parties, (b) any material or information disclosed by either Party for the purposes of this Agreement (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;
14. "**Distribution System**" shall mean the Internet Protocol Television (IPTV) platform owned and/or operated by the IPTVO in order to distribute the HD Channels in an addressable mode using IPTV to the Subscribers, solely for reception through television, within the Territory without passing through an intermediary such as a cable operator or any other distributor of television channel;
15. "**Equipment(s)**" means any and all hardware/ software and other devices, including but not limited to IRDs with High definition SDI Output and the paired Viewing Card(s);
16. "**Free-to-Air Channel**" means a television channel for which no subscription fee is to be paid to the broadcaster for its retransmission in the Territory.
17. "**GST**" shall mean the Goods and the Services Tax which includes the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST')/ Union Territories Goods and Service Tax ('UTGST') and/or the Integrated Goods and Services Tax ('IGST') as may be applicable which are levied under the GST Legislations.
18. "**GST Laws**" shall mean (e) The Central Goods and Services Act, 2017; (f) The Integrated Goods and Services Act, 2017; (g) The Union territory Goods and Services Act ,2017; (h) The Goods and Services Tax (Compensation to States) Act ,2017, (i) the State GST Act passed by each State in its legislature or any other present and future GST related laws in force in the territory of India.
19. "**Governmental Authority**" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT or any other body or authority regulating the broadcasting and distribution of HD Channels in India;
20. "**HD Channels**" shall mean the Linear Provisioning of high definition television HD Channels of such genres selected by the IPTVO as set out in **Schedule B** which list may be updated to include any linear provisioning of any new high definition television channel distributed by STAR from time to time and accordingly, each high definition channel may be referred to as a "HD Channel";
21. "**Incentives**" shall have the meaning ascribed to it in the Addendum Agreement to the Subscription License Agreement for IPTV, corresponding to the Bouquet of HD Channels.
22. "**IRD**" shall mean decoder, receiver or integrated receiver-decoders as set out in Schedule I hereto, which is owned, operated and supplied by STAR and which is used in conjunction with a Viewing Card in order to facilitate the receipt of only HD Channels by IPTVO;
23. "**IPTV**" or "**Internet Protocol television service**" means delivery of multi-channel TV programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;
24. "**Law**" shall mean all applicable statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, and orders, including

- amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) the IPTV Guidelines; (c) any rules, directions, regulations, guidelines, and code of conduct of the MIB and TRAI and (c) GST Laws;
25. **"Monthly Average Subscriber Level"** shall mean, for any calendar month, the sum of the number of Subscribers to HD Channels on an A-la-carte basis and/or as part of Subscriber Packages, each of such number of Subscribers as on the first and last day of such calendar month, divided by two.
 26. **"Ordinary Subscriber"** means a subscriber who is not a Commercial Subscriber as defined by TRAI and as may be amended from time to time;
 27. **"Pay Channel"** means a television channel for which subscription fees is to be paid to the broadcaster and due authorization needs to be taken from the broadcaster for its re-transmission in the Territory;
 28. **"Person"** means any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body;
 29. **"Revenue Authorities"** shall mean the Commissioners of Central Tax or any other authority appointed under the GST Laws to administer and discharge the duties conferred therein.
 30. **"Set Top Box"** or **"STB"** shall mean a device which is connected to or part of a television set and as per requirement described in Schedule D to this Agreement, which allows a Subscriber to receive the HD Channels in descrambled form and which meets the specifications of digital HD Boxes as prescribed by BIS;
 31. **"SMS"** shall mean the subscriber management system maintained by IPTVO in accordance with the Law and as more particularly described in Schedule D of this Agreement;
 32. **"Subscriber"** for the purposes of Rights Granted under this Agreement shall include only Ordinary Subscribers and not Commercial Subscribers. For the purposes of calculation of the Monthly License Fee, Subscriber shall have the meaning as set out in Clause 7. 3 of this Agreement;
 33. **"Viewing Card"** means the viewing card as set out in Schedule I hereto, owned, operated and supplied by the Company and which is to be used in conjunction with the IRD for the IPTVO to access and decode each HD Channel(s).

SCHEDULE B
HD CHANNELS

| Sr. No | Channel Name | Genre |
|---------------|--|--|
| 1. | Star Plus HD | Hindi General Entertainment |
| 2. | Star Bharat HD (Erstwhile Life OK HD) | Hindi General Entertainment |
| 3. | Star Gold HD | Hindi Movies |
| 4. | Star Movies HD | English Movies |
| 5. | Star World HD | English General Entertainment |
| 6. | National Geographic HD | Infotainment |
| 7. | Nat Geo Wild HD | Infotainment |
| 8. | Nat Geo People HD | Infotainment |
| 9. | Fox Life HD | Lifestyle |
| 10. | Baby TV HD | Kids |
| 11. | Nat Geo Music HD | Music |
| 12. | Star Sports HD1 | Sports |
| 13. | Star Sports HD2 | Sports |
| 14. | Star Sports 1 HD Hindi (Erstwhile Star Sports 3) | Sports |
| 15. | Star Sports Select HD1 | Sports |
| 16. | Star Sports Select HD2 | Sports |
| 17. | Star Movies Select HD | English Movies |
| 18. | Star World Premier HD | English General Entertainment |
| 19. | Asianet HD | Regional Malayalam General Entertainment |
| 20. | Star Jalsha HD | Regional Bengali General Entertainment |
| 21. | Jalsha Movies HD | Regional Bengali Movies |
| 22. | Star Pravah HD | Regional Marathi General Entertainment |
| 23. | Vijay HD | Regional Tamil General Entertainment |
| 24. | Maa HD | Regional Telugu Entertainment |
| 25. | Star Gold Select HD | Hindi Movies |
| 26. | Maa Movies HD | Regional Telugu Movies |
| 27. | Star Suvarna HD | Regional Kannada General Entertainment |

SCHEDULE C

1. Please place a tick (√) against the mode of subscription to the HD Channels:

a) A-la-carte

b) Bouquet

a) A-la-Carte

| Sr. No | HD Channel Name | Rate in INR | Please tick against subscribed HD Channels |
|--------|--|-------------|--|
| 1. | Star Plus HD | 25 | |
| 2. | Star Bharat HD (Erstwhile Life OK HD) | 25 | |
| 3. | Star Gold HD | 25 | |
| 4. | Star Movies HD | 25 | |
| 5. | Star World HD | 20 | |
| 6. | National Geographic HD | 16 | |
| 7. | Nat Geo Wild HD | 25 | |
| 8. | Nat Geo People HD | 25 | |
| 9. | Fox Life HD | 25 | |
| 10. | Baby TV HD | 25 | |
| 11. | Nat Geo Music HD | 25 | |
| 12. | Star Sports HD1 | 35 | |
| 13. | Star Sports HD2 | 35 | |
| 14. | Star Sports 1 HD Hindi (Erstwhile Star Sports HD3) | 35 | |
| 15. | Star Sports Select HD1 | 35 | |
| 16. | Star Sports Select HD2 | 35 | |
| 17. | Star Movies Select HD | 25 | |
| 18. | Star World Premier HD | 25 | |
| 19. | Asianet HD | 25 | |

| | | | |
|-----|------------------------------|----|--|
| 20. | Star Jalsha HD | 25 | |
| 21. | Jalsha Movies HD | 25 | |
| 22. | Star Pravah HD | 25 | |
| 23. | Vijay HD | 25 | |
| 24. | Maa HD | 25 | |
| 25. | Star Gold Select HD | 25 | |
| 26. | Maa Movies HD | 25 | |
| 27. | Star Suvarna HD ² | 25 | |

b) HD Bouquet

| Sr. No | HD Channel Name | Bouquet Rate in INR |
|--------|--|-------------------------------|
| 1. | Star Plus HD | INR 497.33³ |
| 2. | Life OK HD | |
| 3. | Star Gold HD | |
| 4. | Star Movies HD | |
| 5. | Star World HD | |
| 6. | National Geographic HD | |
| 7. | Nat Geo Wild HD | |
| 8. | Nat Geo People HD | |
| 9. | Fox Life HD | |
| 10. | Baby TV HD | |
| 11. | Nat Geo Music HD | |
| 12. | Star Sports HD1 | |
| 13. | Star Sports HD2 | |
| 14. | Star Sports 1 HD Hindi (Erstwhile Star Sports HD3) | |
| 15. | Star Sports Select HD1 | |
| 16. | Star Sports Select HD2 | |

² Promotional Offer - Subscription fee will not be charged for the channel till December 31, 2017

³ As a promotional offer –

A) While computing the License Fee for the HD Bouquet, the bouquet rate shall be Rs. 463.8/- per subscriber per month till December 31, 2017.

B) It is further clarified that while computing the License Fee for this bouquet, subscriber base for Suvarna HD will not be taken into consideration till December 31, 2017.

| | | |
|-----|-----------------------|--|
| 17. | Star Movies Select HD | |
| 18. | Star World Premier HD | |
| 19. | Asianet HD | |
| 20. | Star Jalsha HD | |
| 21. | Jalsha Movies HD | |
| 22. | Star Pravah HD | |
| 23. | Vijay HD | |
| 24. | Maa HD | |
| 25. | Star Gold Select HD | |
| 26. | Maa Movies HD | |
| 27. | Star Suvarna HD | |

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SCHEDULE D

SPECIFICATIONS

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS) for implementation of Digital Addressable Systems

(A) STB Requirements:

1. All the STBs should have embedded Conditional Access.
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be BIS compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB and should not have capabilities of receiving HD Channels through the Internet or have an out.
11. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

(B) Fingerprinting Requirements:

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

(C) CAS & SMS Requirements:

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

- g. Mobile No
 - h. Email id
 - i. HD Channels or Bouquet or Subscriber Package subscribed to
 - j. Unique STB No
 - k. Unique VC No
8. The SMS should be able to undertake the:
- a. Viewing and printing historical data in terms of the activations, deactivations etc
 - b. Location of each and every set top box/VC unit
 - c. The SMS should be capable of giving the reporting at any desired time about:
 - i. The total no subscribers authorized
 - ii. The total no of subscribers on the network
 - iii. The total no of subscribers subscribing to a particular service at any particular date.
 - iv. The details of HD Channels opted by subscriber on A-la-carte basis.
 - v. The Bouquet / Subscriber Package wise details of the HD Channels in the Bouquet.
 - vi. The Bouquet / Subscriber Package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package.
 - viii. The history of all the above mentioned data for the period of the last 2 years
9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular Bouquet / Subscriber Package.
12. The SMS should be able to generate itemized billing such as content cost, rental of the equipment's, taxes etc.
13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.

(D) Other Requirements:

IPTVO undertakes to comply with BIS Specifications for Digital HD Boxes as may be prescribed from time to time. Apart from this IPTVO shall also ensure its Set Top Boxes ("HD STBS") comply with the following requirements:

1. HD STBS used by IPTVO to distribute HD Channels shall be tamper resistant.
2. Security codes must be securely stored in the HD STBS.
3. There should not be any testing points or interfaces in the HD STBS provided to the Subscribers.
4. Security system in a HD STBS or otherwise must have the capability to detect clone devices.
5. HD STBS must enforce reasonable usage rules carried by the license.
6. Expired content in the HD STBS must be made unavailable or deleted automatically without the control of the Subscriber.
7. The decryption and decoding processes must be integrated into a single process in the HD STBS.
8. The video path from decryption to video outputs must be secured.
9. PVR content is protected. Any HD STBS utilizing built-in PVRs shall employ an encryption system for the storage of material that binds the material to that particular HD Box.

10. HD STBS shall have the ability to add finger printing in the video outputs (preferred to track clone / compromised devices).
11. HD STBS shall have:
 - a. Analog outputs with CGMS/A capability or outputs must be password protected;
 - b. HDCP capability for DVI and/or HDMI outputs; and
 - c. DTCP capability for 1394, USB, Ethernet and/or other applicable outputs if provided.

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SCHEDULE E
REPORT FORMAT

1. Bouquet Report (Channel-wise)

| Sr. No. | Bouquet Name | HD Channels part of Bouquet | Opening STBs count for Channel | Closing STBs count for Channel | Average STBs count for Channel |
|---------|--------------|-----------------------------|--------------------------------|--------------------------------|--------------------------------|
| | | | | | |

IPTVO will provide subscriber base of all bouquets subscribed in the format listed above

2. HD Channel(s) A-la-Carte Report (HD Channels not part of Bouquet)

| Sr. No. | Channel Name (A-la-Carte) | Opening STBs count for Channel | Closing STBs count for Channel | Average STBs count for Channel |
|---------|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| | | | | |

IPTVO cannot subscribe to same Channel in Bouquet as well as A-la-carte. The above Report should include all STAR HD Channels subscribed by IPTVO on A-la-Carte and not as part of Bouquet

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SCHEDULE F

SCOPE OF AUDIT

- I. **Head End Audit** IPTVO should provide Complete Accurate Schematic Diagram of their Head End , Earth Stations, Systems and Processes for Audit and Auditing Purpose.
- IPTVO to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This audit scope includes physical audit of head end, control room, earth station and analysis of TS stream from the Mux.
 - All TS from MUX should be encrypted for the territory.
 - IPTVO to ensure that its Network Watermark logo is inserted on all Pay HD Channels at encoder end only.
- II. **CAS Audit:** IPTVO to provide all below information correctly: Make & version of CAS installed at Head End.
- CA system certificate to be provided by IPTVO.
 - CAS version installed should not have any history of hacking, certificate from CAS vendor required.
 - CAS system should support at least 1 million subscribers. CAS vendor should provide certificate.
 - CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
 - CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.
 - STB's & cards to be uniquely paired from IPTVO before distributing box down the line.
 - IPTVO to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to the Company by means of a fresh undertaking.
 - Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by IPTVO. CAS vendor required to certified reconciliation of data.
 - No activation / deactivation from direct CAS system, it must be routed via SMS client only.
 - IPTVO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/ Subscriber Package / product report during audit period.
 - CA system should have the capability of providing history of all actions taken for last 2 years.
- III. **SMS Audit:** All product authorization must be from SMS only.
- SMS and CAS should be fully integrated.
 - The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - Unique Customer Id
 - Subscription Contract number
 - Name of the subscriber
 - Billing Address
 - Installation Address
 - Landline telephone number
 - Mobile telephone number
 - Email id
 - A – la carte HD Channels or Bouquet / Subscriber Package subscribed to
 - Unique STB Number
 - Unique VC Number
 - The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
 - Location of each and every set top box VC unit
 - The SMS should be capable of giving the reporting at any desired time about:
 - The total no subscribers authorized
 - The total no of subscribers on the network

- The total no of subscribers subscribing to a particular service at any particular date.
 - The details of HD Channels opted by subscriber on A-la-carte basis.
 - The Bouquet / Subscriber Package wise details of the HD Channels in the Bouquet / Subscriber Package.
 - The Bouquet / Subscriber Package wise subscriber numbers.
 - The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
 - The history of all the above mentioned data for the period of the last 2 years
1. Following parameter should be validated during the audit
- i. Review Complete Network Diagram
 - ii. Undertaking from IPTVO for all SMS and CAS installed at Head end –
 - iii. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances installed. Also confirmation with respect to history of hacking
 - iv. Check the number of MUX's installed with active TS outputs. Also whether all TS from MUX are encrypted for the Territory.
 - v. Review whether Live diagram / fibre details of network are captured in SMS system
 - vi. To check if IPTVO specific coding / ID is available for Finger Printing
 - vii. Confirm whether watermarking network logo for all pay HD Channels are inserted at encoder end only
 - viii. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
 - ix. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber
 - Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - Hardware details
 - x. Review the subscribers activation/ de-activation history in the SMS system
 - xi. Validate if the SMS is integrated with CAS.
 - xii. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
 - xiii. Validate if independent logs/report can be generation for active and de-active VCs with the product/HD Channels active in both SMS & CAS.
 - xiv. Review if the system support the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
 - xv. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
 - xvi. Review the Electronic Programming Guide to check LCN and genre of all HD Channels
 - xvii. Review the various packages programmed in the Systems with respect to the Reports submitted to the Company/ Aggregators.
 - xviii. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates,
 - xix. Review of the following reports are supported by SMS and CAS.
 - a. Total no of Subscribers – active & de-active separately
 - b. De-active subscribers with ageing
 - c. Channel wise Subscribers - total
 - d. Channel wise Subscribers – split by Bouquet / Subscriber Package
 - e. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
 - f. Subscriber/Revenue Reports by State/City
 - g. No of Bouquets / Subscriber Package offered
 - h. List of HD Channels / rates of each Bouquet / Subscriber Package
 - i. Rate Card Options offered / Attached with active Subscribers
 - j. Historical data reports
 - k. Free / demo Subscribers details
 - l. Exception cases – active only in SMS or CAS
- IV. **STB Audit:** All STB should be individually paired in advance with unique smart card at central warehouse of IPTVO before handing down the line distribution.

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

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

VII. Commercial Audit

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

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SCHEDULE G

ANTI PIRACY OBLIGATIONS

IPTVO undertakes to adhere to all anti-piracy and security obligations as set out hereunder:

- (i) It shall take all appropriate and necessary steps and measures to prevent piracy or any other violation of intellectual property rights of the HD Channels, directly or indirectly. IPTVO further states that the STB shall have a provision that finger printing is never disabled.
- (ii) If a Set Top Box (STB) is involved or used in piracy or unauthorized distribution of the Services in any manner whatsoever or if STAR requests de-authorization or disconnection of a STB, IPTVO undertakes to de-authorize or disconnect the relevant STB, within 6 hours (during high impact television events agreed by Parties in advance and within 24 hours under normal circumstances) of becoming aware of such piracy/unauthorized distribution or of receiving STAR's request (as the case may be).
- (iii) IPTVO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorised viewing of the Services, distributed/transmitted through its Platform on a regular daily basis. The finger printing should not be removable by pressing any key on the remote and should be on the top most layer of the video. It should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- (iv) IPTVO shall ensure that the location of the finger printing is changeable from the Platform and should be random on the viewing device and should also be able to give the numbers of characters as to identify the unique STB and/ or the VC. Further, the Finger printing should be possible on global as well as on the individual STB basis and the Overt finger printing and On screen display (OSD) messages of the respective broadcasters should be displayed without any alteration with regard to the time, location, duration and frequency (within technical limitations of the receiver in use for reception of services)
- (v) IPTVO agrees to comply with the following STB requirements that:
 - a. All its STBs shall have embedded Conditional Access.
 - b. The STB will be capable of decrypting the Conditional Access inserted by the Headend.
 - c. The STB will be capable of doing Finger printing. The STB will support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
 - d. The STB will be individually addressable from the Headend.
 - e. The STB will be able to take the messaging from the Headend.
 - f. The STB is BIS compliant.
 - g. The STBs will be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- (vi) The IPTVO undertakes that:
 - a. The current version of the conditional access system does not have any history of hacking.
 - b. The fingerprinting does not get invalidated by the use of any device or software.
 - c. The STB & VC are paired from head-end to ensure security.
 - d. The SMS and CAS are integrated for activation and deactivation process from SMS simultaneously through both the systems. Further, the CAS is independently capable of generating log of all activations and deactivations.
 - e. It has the capability of upgrading the CAS in case of a known incidence of hacking.
 - f. The SMS & CAS are capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
 - g. The SMS is computerized and capable to record the vital information and data concerning the subscribers such as:
 1. Unique Customer ID
 2. Subscription Contract No.
 3. Name of the subscriber
 4. Billing Address
 5. Installation Address
 6. Landline No.

7. Mobile No.
 8. Email ID.
 9. Service /Package subscribed to
 10. Unique STB No.
 11. Unique VC No.
- h. The SMS is able to undertake the:
1. Viewing and printing historical data in terms of the activations, deactivations etc.
 2. Location of each and every set top box/VC unit
 3. The SMS is capable of giving the reporting at any desired time about:
 - i. The total no subscribers authorized.
 - ii. The total no of subscribers on the network.
 - iii. The total no of subscribers subscribing to a particular service at any particular date.
 - iv. The details of HD Channels opted by subscriber on a-la carte basis.
 - v. The package wise details of the HD Channels in the package.
 - vi. The package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or package.
 - viii. The history of all the above mentioned data for the period of the last 2 years.
- i. The SMS and CAS are able to handle at least one million concurrent subscribers on the system.
- j. Both CAS& SMS systems are of reputed organization and have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
- k. The CAS system provider is able to provide monthly log of the activations.
- l. The SMS is able to generate itemized billing such as content cost, rental of the Equipment(s), taxes etc.
- m. The CAS& SMS system suppliers have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- b. CAS & SMS have the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.

SCHEDULE H

DOCUMENTS TO BE SUBMITTED BY IPTVO

- a) IPTV License copy
- b) Board Resolution authorizing the Authorized Signatory to sign for and on behalf of IPTVO
- c) Pan Card copy
- d) CAS Declaration Form (in below format A)
- e) SMS Declaration Form (as per format B)
- f) GST Registration Certificate(s)

Format A
CA DECLARATION FORM
(On CAS Company Letter Head)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, address: _____ having its headend/earth station/ teleport at _____ has installed Conditional Access System (CAS) from our company for its IPTV platform.

Date of CAS Installation: _____ CAS Version: _____
CAS ID: _____ NETWORK ID: _____

With respect to the CAS installed at above mentioned headend and in terms of Schedule 1 of Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulations, 2009,

, we confirm the following:

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

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

Thanking you,

For (CAS company name)

(Signature)

Name: _____

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

Company seal:

Format B
SMS DECLARATION FORM
(On SMS company letterhead)
TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, Registered Office address _____ having its IPTV headend/earth station/teleport at _____ has installed SMS from our Company for its IPTV platform.

Date of SMS Installation: _____

SMS Version: _____

With respect to the SMS installed at above mentioned headend and in terms of Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulations, 2009

, we confirm the following:

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

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

Thanking you,

For (SMS company name)

(Signature)

Name: _____

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

Company seal: _____

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SCHEDULE I

DETAILS OF Equipment

I. Registration No. (under the applicable IPTV Guidelines, as amended) –
Address –

| <u>II.SERVICE</u> | <u>C Band Satellite Receiver No.:</u> | <u>Viewing Card No.:</u> |
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II. Address for locating equipment:
Headend Address

| Sr. No. | Headend Address(es) |
|----------------|----------------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |

Technical Contact Person of IPTVO : _____

Mobile No. of Technical Contact Person of IPTVO: _____

III GSTIN details of the IPTVO

| S. NO. | Good & Service Taxpayer Identification Number(GSTINs) or GSTINs not available | Address mentioned in GST registrations | Regist ered copy provid ed (Yes or No) |
|-----------|--|---|--|
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