## Customer Code:

## ADDENDUM AGREEMENT TO THE SUBSCRIPTION LICENSE AGREEMENT - HD BOUQUET

This Addendum to the Subscription License Agreement ("**Addendum**") is executed on this \_\_\_\_\_ day of [•], 2017 by and between:

**STAR India Private Limited**, a company incorporated in India with its registered office at Star India Private Limited, STAR House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (W), Mumbai, 400013 (hereinafter referred to as the "**STAR**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

## AND

[•], [Private/Public Limited Company] incorporated under the Companies Act 1956 (as amended ) with its registered office at [•] through its Authorized Signatory Mr./Mrs./ Ms. [•] (hereinafter referred to as the "IPTVO", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

STAR and IPTVO shall hereinafter be individually and collectively referred to as "Party" and "Parties" respectively.

## WHEREAS:

- A. The IPTVO is desirous of availing of the HD Channels provided by STAR for distribution through its Distribution System on the basis of Subscription License Agreement entered into between the STAR and IPTVO on [•] ("Agreement");
- B. STAR is offering the IPTVO Incentives on the HD Bouquet Rate as set out in this Addendum ("**HD Bouquet Scheme**"), subject to and in accordance with the terms and conditions contained in this Addendum;
- C. The IPTVO is desirous of availing the Incentives under this HD Bouquet Scheme subject to and in accordance with the terms and conditions contained in this Addendum;
- D. Based on (i) IPTVO opting for the HD Bouquet under the Agreement and (ii) on the above representations, Incentives under the HD Bouquet Scheme are being made available to the IPTVO on the HD Bouquet, subject to the IPTVO's compliance with all the terms and conditions of the Agreement, as modified pursuant to this Addendum.

**NOW THEREFORE**, in consideration for the mutual promises and covenants set out herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

# 1. **DEFINITIONS**

- 1.1. *Capitalized Terms.* Any capitalized terms used but not defined in this Addendum shall have the meanings ascribed to such terms in the Agreement, or if not defined in the Agreement, then the meanings ascribed to such terms under applicable Law.
- 1.2. *Definitions.* All other capitalized terms used in this Addendum shall have the meanings ascribed to such terms in **Annexure 1**. Any term used herein but not defined expressly in this Addendum or the Agreement shall have the meaning ascribed under applicable Law.

## 2. CONDITIONS

- 2.1. *Incentive Eligibility Conditions.* The IPTVO shall be entitled to avail of the Incentives, within the Territory, with effect from the date of execution of this Addendum, subject to the IPTVO meeting each of the following conditions ("**Incentive Eligibility Conditions**"):
  - 2.1.1. The IPTVO shall have executed the Agreement in order to distribute STAR's HD Channels, on the terms set out in the Agreement;
  - 2.1.2. The IPTVO having opted for the HD Bouquet on the terms set out in the Agreement;
  - 2.1.3. The IPTVO ensuring that during the Term, the HD Channels comprising in the HD Bouquet will be made available and carried throughout the Territory on its Distribution System to its existing subscribers as on the date of execution of this Addendum, as well as to its new subscribers in entirety and continuously on a 24X7X365 basis without any break, as per the terms and conditions of this Addendum.

## 3. INCENTIVES

- 3.1. *Incentives.* The IPTVO shall, subject to compliance with each of the Incentive Eligibility Conditions set out in Clause 2.1 of this Addendum, be entitled to avail the following incentives on a cumulative basis for the HD Bouquet on the HD Bouquet Rate.
  - 3.1.1. *HD Subscriber Base Incentive:* The HD Subscriber Base Incentive shall mean the incentive provided to the IPTVO based on the Network Pay High Definition Subscriber Base of the IPTVO, in accordance with the terms set out in **Annexure 2 ("HD Subscriber Base Incentive Conditions")**.
  - 3.1.2. HD LCN Incentive: The HD LCN Incentive shall mean the incentive available to the IPTVO in consideration of the IPTVO placing the HD Channel(s) in the logical channel number position ("LCN") slabs set out in Annexure 3 ("HD LCN Incentive Conditions").
  - 3.1.3. *HD Channel Parity Incentive:* The HD Channel Parity Incentive shall mean the incentive available to the IPTVO in consideration of the IPTVO placing the HD Channels in parity with the competing channels of other broadcasters as set out in **Annexure 4 ("HD Channel Parity Incentive Conditions")**.
  - 3.1.4. *HD Penetration Incentive:* The HD Penetration Incentive shall mean the incentive available to the IPTVO in consideration of the IPTVO achieving the penetration threshold set out in **Annexure 5 ("HD Penetration Incentive Conditions")**.
  - 3.1.5. *HD Additional Incentive:* The HD Additional Incentive shall mean the additional incentive available to the IPTVO, subject to the IPTVO meeting the conditions as set out in **Annexure 6 ("HD Additional Incentive Conditions").**

- 3.2 Each of the aforesaid incentives shall individually be referred to as an "**Incentive**" or collectively as "**Incentives**".
- 3.3 In the event that the IPTVO complies with all the Incentive Eligibility Conditions, the IPTVO will be entitled to such of the Incentives in respect of which it complies with the conditions as set out in the respective Annexures.

## 4. **REPORTS**

- 4.1. In order to be eligible for the Incentives, the IPTVO shall for the entire Territory, provide STAR, along with and in addition to the Reports referred to in the Agreement, additional Reports as detailed in **Annexure 7** of this Addendum.
- 4.2. The IPTVO shall provide STAR with the Reports, as applicable, within 7 (seven) calendar days of end of each month.
- 4.3. Provisioning of Reports as per the terms of this Clause 4 shall constitute a material obligation on part of the IPTVO. Non-provisioning of such Reports shall amount to material breach of the Agreement, which shall entitle STAR to withdraw the Incentives and/ or terminate the Agreement and disconnect signals of the HD Channels to the IPTVO as per the terms of the Agreement.

## 5. SUBSCRIBER RECORDS, ACCESS AND AUDIT

5.1. STAR shall, during the Audit referred to in Clause 14 of the Agreement, be entitled to access the Records, SMS, CAS and related systems of the IPTVO in order to determine the correctness of the Reports referred to in Clause 4.1 of this Addendum. In the event an audit or inspection by STAR's representative(s) reveals that the IPTVO has under-reported or has misrepresented any information contained in the Reports or any item having a bearing on the computation of the Incentives that the IPTVO is entitled to avail and/ or 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 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 at the Late Payment Interest Rate for the period from the date when the payments should have been made by the IPTVO until the actual date of payment in the manner set out in Clause 14 of the Agreement.

## 6. LICENSE FEE

- 6.1. The License Fee for the relevant month shall be calculated in the manner as set out in Clause 7 of the Agreement.
- 6.2. However for computation of the License Fee payable by the IPTVO to STAR for the HD Bouquet as per Clause 7 of the Agreement, the HD Bouquet Rate shall be the Incentivized HD Bouquet Rate.

# 7. TERMINATION

7.1. This Addendum shall stand automatically terminated and shall cease to have effect immediately upon termination or expiry of the Agreement in accordance with its terms.

#### 8. **MISCELLANEOUS**

8.1. Until the termination of this Addendum in accordance with the terms hereof:

- 8.1.1. This Addendum shall form an integral part of the Agreement and shall be read along with the Agreement. All references in the Agreement to "this Agreement" shall include the reference to this Addendum, wherever the context so requires. Further, reference to the Agreement in any other documents shall include reference to the Agreement as amended by this Addendum.
- 8.1.2. This Addendum shall modify the Agreement and the understanding set out in the Agreement, as applicable, only to the limited extent set out herein. Except as specifically and expressly amended by this Addendum, all other provisions of the Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.
- 8.1.3. Save and except for the aforesaid all other terms and conditions of the Agreement shall remain unaltered and in force. In the event of conflict between the terms of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall prevail in relation to the matters set out herein.
- 8.1.4. The Parties agree that STAR reserves its right to amend/ modify or withdraw the HD Bouquet Scheme and Addendum at its sole discretion, in the event, during the Term, (i) STAR launches a New HD Channel, or (ii) in case of a Removed HD Channel, or (iii) in case of a Converted HD Channel, as stated in Clause 6 of the Agreement. For the avoidance of doubt, it is clarified that a reference to a New HD Channel in this Addendum and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by STAR and/ or its current or future subsidiaries, and in such an event STAR shall have the right to withdraw and/ or modify this Addendum and/ or the Incentives set out herein in its sole discretion.
- 8.1.5. The Agreement and this Addendum collectively contain 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. The Parties agree that the terms contained herein are fair and reasonable. The Agreement and this Addendum shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable Law.

**IN WITNESS WHEREOF** the Parties hereto the Parties hereto have caused this Addendum to be duly executed and delivered by their duly authorized 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:      |
| ORAFINERSON | Nother     |

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## **ANNEXURE 1**

#### DEFINITIONS

- 1. **"HD Package(s)**" shall mean all such packages (current and future) of high definition television channels offered by the IPTVO to its subscribers, which comprise of (i) a combination of HD FTA Channels and one or more HD Pay Channels of a single broadcaster or multiple broadcasters; and/or (ii) a combination of one or more HD Pay Channels of a single broadcaster or multiple broadcaster or multiple broadcasters.
- 2. **"HD Access Offer**" shall mean all the offers (current and future) made by the IPTVO to its subscribers by which the IPTVO's subscribers can avail high definition channels corresponding to the standard definition channels subscribed to by such subscribers as part of base pack and/or add-on packs of the standard definition channels upon payment of a high definition access fee.
- 3. **"HD FTA Channel(s)"** shall mean high definition free-to-air channel(s), in respect of IPTVO network, being a high definition channel for which no subscription fee is to be paid by the IPTVO to the broadcaster for its retransmission on its DTH platform.
- 4. **"HD Pay Channel(s)"** shall mean, in respect of DTH network, high definition channel(s) for which subscription fees is to be paid to the broadcaster by the IPTVO and due authorization needs to be taken from the broadcaster for its re-transmission on its IPTVO platform.
- 3. **"HD Bouquet**" shall have the meaning ascribed to it in Schedule A of the Agreement.
- 4. **"HD Bouquet Rate**" shall have the meaning ascribed to it in Schedule A of the Agreement.
- 5. **"Incentivized HD Bouquet Rate**" shall mean the HD Bouquet Rate less any Incentives as set out in this Addendum, which the IPTVO is entitled to avail of in terms of this Addendum.
- 6. "SD Incentive Scheme(s)" shall mean the incentive schemes made available to the IPTVO in relation to the Reference Interconnect Offer for Digital Addressable Cable Television Systems for STAR's standard definition channels and include the BENGALI Bouquet Scheme, KANNADA Bouquet Scheme, MALAYALAM Bouquet Scheme, MARATHI Bouquet Scheme, NATIONAL Bouquet Scheme, SOUTH Bouquet Scheme, TAMIL Bouquet Scheme and TELEGU Bouquet Scheme.

#### HD SUBSCRIBER BASE INCENTIVE CONDITIONS

1. The IPTVO shall be entitled to the Subscriber Base Incentive based on the Network Pay High Definition Subscriber Base of the IPTVO as detailed in the table below ("**Subscriber Base Grid**"):

|            | HD Subscriber Base Grid                                   |                                 |  |  |  |  |
|------------|---|---------------------------------|--|--|--|--|
| Sr.<br>No. | Network Pay High Definition Subscriber Base               | HD Subscriber Base<br>Incentive |  |  |  |  |
| 1          | Less than 10,000  | 0.0%                            |  |  |  |  |
| 2          | Greater than or equal to 10,000, but less than 50,000     | 0.5%                            |  |  |  |  |
| 3          | Greater than or equal to 50,000, but less than 100,000    | 1.0%                            |  |  |  |  |
| 4          | Greater than or equal to 100,000, but less than 1,000,000 | 1.5%                            |  |  |  |  |
| 5          | Greater than or equal to 1,000,000                        | 2.0%                            |  |  |  |  |

- 2. Network Pay High Definition Subscriber Base for the concerned month, shall mean the total number of high definition subscribers who are connected to the IPTVO's Distribution System, for the Territory, and have subscribed to one or more high definition pay channels of any broadcaster, on a-la-carte or bouquet basis from the IPTVO.
- 3. For the purpose of calculating the Subscriber Base Incentive for the relevant months as per the table above, the Network Pay High Definition Subscriber Base shall be calculated on the basis of the Reports furnished as per this Addendum.

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#### HD LCN INCENTIVE CONDITIONS

- 1. In the event the IPTVO makes available the HD Channels comprised in the HD Bouquet in the manner as set out in **Table I** ("**HD LCN Requirement Grid**") below, and subject to Paragraph 2 below, the IPTVO shall be entitled to the Incentive set out in **Table II** below.
- 2. HD LCN Rank Requirement as stated in the HD LCN Requirement Grid shall mean the Rank within the HD Genre mentioned in the HD LCN Requirement Grid.

| Table I: HD LCN Requirement Grid |                            |                         |  |  |
|----------------------------------|----------------------------|-------------------------|--|--|
| HD Channels                      | HD LCN Rank<br>Requirement | HD Genre                |  |  |
| Star Plus HD                     | Top 1                      | Hindi Entertainment     |  |  |
| Star Bharat HD (Erstwhile        |                            |                         |  |  |
| Life OK HD)                      | Top 5                      | Hindi Entertainment     |  |  |
| Star Gold HD                     | Top 2                      | Hindi Movies            |  |  |
| Star Sports HD1                  | Top 4                      | Sports                  |  |  |
| Star Sports HD2                  | Top 4                      | Sports                  |  |  |
| Star Sports 1 HD Hindi           | Top 4                      | Sports                  |  |  |
| Star Sports Select HD1           | Top 6                      | Sports                  |  |  |
| Star Sports Select HD2           | Top 6                      | Sports                  |  |  |
| Star World Premier HD            | Top 5                      | English Entertainment   |  |  |
| Star World HD                    | Top 1                      | English Entertainment   |  |  |
| Star Movies Select HD            | Тор 3                      | English Movies          |  |  |
| Star Movies HD                   | Top 1                      | English Movies          |  |  |
| National Geographic HD           | Top 1                      | Infotainment            |  |  |
| Nat Geo Wild HD                  | Тор 3                      | Infotainment            |  |  |
| Nat Geo People HD                | Top 6                      | Infotainment            |  |  |
| Fox Life HD                      | Top 1                      | Lifestyle               |  |  |
| Baby TV HD                       | Top 2                      | Kids                    |  |  |
| Nat Geo Music HD                 | Top 1                      | English Music           |  |  |
| Star Pravah HD                   | Top 2                      | Marathi Entertainment   |  |  |
| Star Jalsha HD                   | Top 1                      | Bengali Entertainment   |  |  |
| Jalsha Movies HD                 | Top 1                      | Bengali Movies          |  |  |
| Vijay HD                         | Top 2                      | Tamil Entertainment     |  |  |
| Asianet HD                       | Top 1                      | Malayalam Entertainment |  |  |
| Maa HD                           | Top 2                      | Telugu Entertainment    |  |  |
| Star Gold Select HD              | Top 3                      | Hindi Movies            |  |  |
| Maa Movies HD                    | Top 2                      | Telugu Movies           |  |  |
| Star Suvarna HD                  | Top 2                      | Kannada Entertainment   |  |  |

3. LCN positioning of the five (5) Sports Channels namely Star Sports HD1, Star Sports HD2, Star Sports 1 HD Hindi, Star Sports Select HD1 and Star Sports Select HD2 will be consecutive in the HD Sports genre, without any channel(s) breaking the sequence. Non-compliance of this condition (calculated for each Sports HD Channel individually) shall be construed as the non-fulfillment of the LCN condition for such Channel.

#### Examples:

- a. if Star Sports HD1 is placed at number 2 within the HD Sports genre, then Star Sports HD2, Star Sports 1 HD Hindi, Star Sports Select HD1 and Star Sports Select HD2, shall be placed at 3, 4, 5 and 6 respectively, without any other channel(s) placed between the Star Sports HD Channels thereby disrupting the sequence.
- b. if Star Sports HD1 is placed at number 1 within the HD Sports genre; Star Sports HD2 is placed at no. 3; Star Sports 1 HD Hindi is placed at no. 5; Star Sports Select HD1 is placed

at no.6 and Star Sports Select HD2 is placed at no.7 then the desired LCNs will be construed as not having been provided for three HD Channels (i.e. each of Star Sports HD2 and Star Sports 1 HD Hindi which are not consecutive and Star Sports ! HD Hindi and Star Sports Select HD2 which is not placed in the Top 4 and Top 6)

4. In the event that the IPTVO adheres to the HD LCN Conditions as set out in Paragraph 1 and Paragraph 2 above, the Incentives referred to in Clause 3.1.2 of this Addendum shall be granted as per the table below:

|         | Table II  |            |
|---------|---|------------|
| Sr. No. | Number of HD Channels satisfying LCN Conditions                   | Incentives |
| 1       | Desired LCN provided for all HD Channels                          | 9.0%       |
| 2       | Desired LCN provided for all HD Channels except for 1 HD Channel  | 6.0%       |
| 3       | Desired LCN provided for all HD Channels except for 2 HD Channels | 3.0%       |
| 4.      | Desired LCN not provided for more than 2 HD Channels              | 0.0%       |
|         | IFBS10M .   |            |

## HD CHANNEL PARITY INCENTIVE CONDITIONS

 The IPTVO shall be entitled to the HD Channel Parity Incentive as set out in table below, in the event the IPTVO makes available to its Subscribers each of the HD Channels comprised of in the HD Bouquet in the HD Package(s), and/or HD Access Offer comprising of (i) similar channels; and (ii) similar genre and language channels of competing broadcasters, in the manner set out in the table below ("HD Parity Requirement Grid"); and

| HD Parity Requirement Grid  |                        |
|---|------------------------|
| Competing broadcaster channels ("Competing HD Channels")                        | HD Channels            |
| Zee TV HD, Colors HD, &TV HD, Sony HD and similar channels                      | Star Plus HD           |
| Zee TV HD, Colors HD, &TV HD, Sony HD and similar channels                      | Star Bharat HD         |
| Zee Cinema HD, &Pictures HD, Sony MAX HD and similar channels                   | Star Gold HD           |
| Ten 1 HD, Ten Golf HD, SIX HD, Sony ESPN HD and similar channels                | Star Sports HD1        |
| Ten 1 HD, Ten Golf HD, SIX HD, Sony ESPN HD and similar channels                | Star Sports HD2        |
| Ten 1 HD, Ten Golf HD, SIX HD, Sony ESPN HD and similar channels                | Star Sports 1 HD Hindi |
| Ten 1 HD, Ten Golf HD, SIX HD, Sony ESPN HD and similar channels                | Star Sports Select HD1 |
| Ten 1 HD, Ten Golf HD, SIX HD, Sony ESPN HD and similar channels                | Star Sports Select HD2 |
| Zee Café HD, Comedy Central HD, Colors Infinity HD, AXN HD and similar channels | Star World HD          |
| Zee Café HD, Comedy Central HD, Colors Infinity HD, AXN HD and similar channels | Star World Premier HD  |
| Zee Studio HD, PIX HD, Movies Now HD, Movies Now + and similar channels         | Star Movies HD         |
| Zee Studio HD, PIX HD, Movies Now HD, Movies Now +, and similar channels        | Star Movies Select HD  |
| Discovery HD World, History TV18 HD, Animal Planet HD, Nat Geo Wild HD and      | National Geographic HD |
| similar channels  |                        |
| TLC HD World, Travel XP HD and similar channels                                 | Fox Life HD            |
| Animal Planet HD World and similar channels                                     | Nat Geo Wild HD        |
| History TV18 HD, Discovery HD World and similar channels                        | Nat Geo People HD      |
| Nick HD, Disney XD HD and similar channels                                      | Baby TV HD             |
| VH1 HD, MTV Indies HD and similar channels                                      | Nat Geo Music HD       |
| TLC HD World, Travel XP HD and similar channels                                 | Fox Life HD            |
| Animal Planet HD World and similar channels                                     | Nat Geo Wild HD        |
| History TV18 HD, Discovery HD World and similar channels                        | Nat Geo People HD      |
| Nick HD, Disney XD HD and similar channels                                      | Baby TV HD             |
| VH1 HD, MTV Indies HD and similar channels                                      | Nat Geo Music HD       |
| Zee Marathi HD, Colors Marathi HD and similar channels                          | Star Pravah HD         |
| Zee Bangla HD, Colors Bangla HD and similar channels                            | Star Jalsha HD         |
| All Bengali Movies HD channels  | Jalsha Movies HD       |
| Sun TV HD and similar channels  | Vijay HD               |
| Surya HD and similar channels   | Asianet HD             |
| Gemini TV HD, ETV HD and similar channels                                       | Maa HD                 |
| Gemini Movies HD and similar channels   | Maa Movies HD          |
| Zee Cinema HD, & Pictures HD, Sony MAX HD and similar channels                  | Star Gold Select HD    |
| Colors Kannada HD, Udaya HD and similar channels                                | Star Suvarna HD        |

- 2. In the event that the IPTVO adheres to the HD Channel Parity Conditions for each of the HD Channels comprised in the HD Bouquet in the manner as set out in Paragraph 1 above, during every single day of the concerned month, the IPTVO shall receive a HD Channel Parity Incentive of 35% on the HD Bouquet Rate.
- 3. For the avoidance of doubt it is hereby clarified that, if the IPTVO fails to adhere to the HD Channel Parity Conditions for any single HD Channel comprised in the HD Bouquet for even a single day during the concerned month, the IPTVO shall not be entitled to any HD Channel Parity Incentive for the concerned month.

4. Notwithstanding the above, if the IPTVO fails to adhere to the HD Channel Parity Conditions as set out above for any 2 (two) months during the Term, the IPTVO at STAR's sole discretion shall not be eligible for any HD Channel Parity Incentive for a period of upto 3 (three) months immediately succeeding the second default month. This is over and above the IPTVO not being eligible for HD Channel Parity Incentive during the concerned default months.

## HD PENETRATION INCENTIVE CONDITIONS

1. The IPTVO shall be entitled to HD Penetration Incentive on the HD Bouquet Rate in terms of one of the scenarios set out in the table below, subject to the IPTVO achieving the Penetration threshold for each of such scenarios set out below: it is clarified that the HD Penetration Incentive can be availed by the IPTVO for the concerned month only with respect to any one of the Scenarios and will not be cumulative

| Scenario | HD Channels<br>HD Channels                                      |  | HD Penetration<br>Incentive |
|----------|--|--|-----------------------------|
| 1        | Star Sports HD1, Star Sports<br>HD2, Star Sports 1 HD Hindi,<br>Star Sports Select HD1& Star<br>Sports Select HD2<br>Star World Premier HD, Star<br>World HD, Star Movies<br>HD, Star Movies Select HD | >=50% penetration for<br>each of the HD Channels<br>in column 2 of this table<br>>=30% penetration for<br>each of the HD Channels<br>in column 2 of this table | 32.0%                       |
| 2        | Star Sports HD1, Star Sports<br>HD2, Star Sports 1 HD Hindi,<br>Star Sports Select<br>HD1& Star Sports Select HD2  | >=50% penetration for<br>each of the HD Channels<br>in column 2 of this table  | 30.0%                       |

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## **ANNEXURE 6**

#### HD ADDITIONAL INCENTIVE CONDITIONS

- 1. The IPTVO shall be entitled to HD Additional Incentive as detailed in paragraph 2 subject to the IPTVO adhering to the below conditions:
  - a. IPTVO should have opted for at least one of the SD Incentives Schemes;
  - b. IPTVO has not failed to adhere to the LCN Rank Requirement for more than 2 Channels in the SD Incentive Scheme(s) that it has opted;
  - c. IPTVO has adhered to the Channel Parity Conditions for all the Channels in the SD Incentive Scheme(s) that it has opted; and
  - d. IPTVO has fulfilled at least one of the Scenarios in relation to Penetration Incentive Conditions in the SD Incentive Scheme(s) that it has opted
- 2. In the event that the IPTVO adheres to each of the conditions as set out in Paragraph 1 above, the IPTVO shall receive an HD Additional Incentive of 7.5% on the HD Bouquet Rate.

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# FORMAT OF REPORTS

# Part A:

1. Network High Definition Subscriber Base Report

| Opening<br>STBs of IPT | Closing<br>STBs of IP | Average<br>STBs of IP1 | Active<br>IVO |
|------------------------|-----------------------|------------------------|---------------|
|                        |                       |                        |               |

# 2. Network High Definition Pay Subscriber Base Report

|  | Average Active Pay<br>STBs of IPTVO |
|--|-------------------------------------|
|  |                                     |

# Part B:

1. STAR HD Channel(s) Subscriber Base Report

| Sr. No. | STAR H<br>Channel<br>Name | Opening Active<br>STBs Count | Closing<br>Active STBs<br>Count | Average<br>Active<br>Count | STBs |
|---------|---------------------------|------------------------------|---------------------------------|----------------------------|------|
|         |                           | 22                           |                                 |                            |      |

2. STARHD Bouquet Report (Channel-wise)

| Sr.<br>No. | STAR<br>Bouquet<br>Name | STA<br>R HD<br>Channels<br>part of<br>Bouquet | Opening<br>STBs<br>count for<br>STAR HD<br>Channels | Closing<br>STBs<br>count for<br>STAR HD<br>Channels | Average STBs<br>count for STAR<br>HD Channels |
|------------|-------------------------|---|---|---|---|
|            |                         |   |   |   |   |

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

| 1          | Sr. | HD     | Channel | <b>Opening STBs</b> | Closing STBs   | Average     |
|------------|-----|--------|---------|---------------------|----------------|-------------|
| $\bigcirc$ | No. | Name   | (A-la-  |                     | count for STAR |             |
| V          |     | Carte) |         | HD Channels         | HD Channels    | for STAR HD |
|            |     |        |         |                     |                | Channels    |

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

Part C: IPTVO HD bouquet(s) to subscribers / consumers (Retail HD Bouquet)

## 1. <u>Retail HD Bouquet -wise report</u>

| Sr.<br>No. | Retail HD<br>Bouquet name | Closing STBs<br>count for Retail<br>HD Bouquet | Average STBs<br>count for<br>Retail HD<br>Bouquet |
|------------|---------------------------|--|---|
|            |                           |  |   |

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# 2. IPTVO retail HD bouquet -wise channel-wise report

| Sr.<br>No. | Retail HD<br>Bouquet <u>name</u> | Channel part | Opening<br>STB count<br>for STAR<br>HD<br>Channels | Average STB<br>count for STAR<br>HD Channels |
|------------|----------------------------------|--------------|--|--|
|            |                                  |              | P  |  |

# 3. Add-on Retail HD Bouquet wise channel-wise report

| ſ | Sr. | Add-On    | STAR HD       | Opening    | Closing STB    | Average     |
|---|-----|-----------|---------------|------------|----------------|-------------|
|   | No. | Retail HD | Channel part  | STB count  | count for STAR | STB count   |
|   |     | Bouquet   | of the Add-On | for STAR   | HD Channel(s)  | for STAR HD |
|   |     | Name      | Retail HD     | HD         |                | Channel(s)  |
|   |     |           | Bouquet       | Channel(s) |                |             |
|   |     | N N       |               |            |                |             |

# 4. A-la-carte HD Channel wise report

|   | Sr.<br>No. | HD<br>Name<br>Carte) | Opening STBs<br>count for STAR<br>HD Channel | Closing STBs count<br>for STAR HD<br>Channel | Average STBs<br>count for STAR HD<br>Channel |
|---|------------|----------------------|--|--|--|
| 9 | 5          |                      |  |  |  |

The above report should include all STAR HD Channels offered by IPTVO to its subscribers on A-la-Carte basis

# Part D: LCN Report

| Sr. No | STAR HD<br>Channel Name | HD<br>Genre | Language | HD Channel LCN<br>No | LCN<br>Rank in<br>HD<br>Genre |
|--------|-------------------------|-------------|----------|----------------------|-------------------------------|
|        |                         |             |          |                      |                               |

# Part E: Parity Report

| Sr.<br>No. | HD Bouquet & add- | Name of all STAR<br>HD Channels<br>(Pay, FTA, Pay +<br>FTA) | Name of all HD<br>channels of<br>other<br>broadcasters<br>(Pay, FTA, Pay<br>+ FTA) | Parity<br>Adhered to<br>(Y/N) |
|------------|-------------------|---|--|-------------------------------|
|            |                   |   | - CR   | KCUTTON                       |
|            |                   | :RSION .  |  |                               |
|            | WEBSIE            |   |  |                               |