

This Technical and Commercial Interconnection Agreement along with its Schedules and Annexures (“Agreement”) is executed on this _____ day of _____ 20.....

BY AND BETWEEN:

Hinduja Global Solutions Ltd (HGSL) a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at, having its Registered Office at Hinduja House, 171, Dr. Annie Besant Road, Worli, Mumbai 400018 and Address to Correspond is INCENTRE, 49/50, 12th road, MIDC, Andheri East, Mumbai- 400093, through its Authorized Signatory, hereinafter referred to as the “**SERVICE PROVIDER/HGSL**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, assignees, legal heirs and executors of the **ONE PART**.

SERVICE PROVIDER’s Status: **Company**

AND

(LCO Name) _____, an Individual/Proprietorship/Partnership/a Company incorporated under the provisions of Indian Companies Act, 1956 and having its office at

_____(ADDRESS)_____

_____, acting through its Authorized Signatory, hereinafter referred to as the “**LCO**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors, assignees, legal heirs and executors, of the **OTHER PART**

(LCO’s Status: Individual/Firm/Company/Association of Persons/Body of Individuals (strike out whichever is not applicable or modify suitably in case of Association of Persons or Body of Individuals).

The **SERVICE PROVIDER** and the **LCO** are hereinafter individually referred to as ‘**Party**’ and collectively referred to as “**Parties**”.

WHEREAS,

A. Whereas the National Company Law Tribunal, Mumbai (“NCLT”) vide its order dated 11th November 2022 (“Order”) has approved the Scheme of Arrangement between NXTDIGITAL Ltd. (“NDL”) and Hinduja Global Solutions Ltd. (HGSL).

B. And whereas, by virtue of the said Order, Digital, Media and Communications business of NDL as specified by the NCLT in the Order, with all their concomitant rights, obligations and liabilities arising therefrom, shall now vest with HGSL.

C. Whereas subject to the terms and conditions of the said Order, HGSL being the successor in interest with respect to those business operations of NDL as specified by the NCLT, is competent to execute this Agreement.

D. Consequent to the Said NCLT Order the SERVICE PROVIDER is positioned to provide services of reception and distribution of various satellite channels, video and audio services, video on demand, value added services, and other allied services with an integrated SMS and CAS, call centres, etc., to local cable operators under the name, brand and style of “**NXTDigital**” through its ‘*Head-end In the Sky*’ (HITS) platform.

E. The LCO is a cable operator, who has been granted registration under the Cable Television Networks Rules, 1994, having postal registration for providing Cable TV Services.

F. The LCO has requested HGSL for making available signals of TV channels and HGSL has agreed to provide signals of TV channels to such LCO in the Territory defined below

G. PLATFORM: Platform, in the context of this Agreement is the Head-end In the Sky (HITS) platform of the SERVICE PROVIDER known as “**NXTDigital**”.

H. TERRITORY : Territory of LCO in the context of this Agreement is _____ for utilizing services of “NXTDigital” HITS platform.

I. The Parties have mutually agreed to execute this Agreement - on principal to principal and non-exclusive basis - between them to govern the roles, responsibilities, rights, obligations, technical and commercial arrangement in regard to the distribution of TV channels in the Territory.

J. The Parties also mutually agree that each and every transaction including transaction of any properties/ assets between the Parties shall be carried out in writing or in any other verifiable means.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows: -

1. DEFINITIONS

The words and expressions used in this Agreement shall have meanings as assigned to them in the Schedule to this Agreement. All other words and expressions used in this Agreement, but not defined, and defined in the Act and rules and regulations made there under or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and Guidelines for Providing Headend – In – The – Sky (HITS) Broadcasting Services in India ; shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

2. TERM OF THE AGREEMENT

2.1 The Agreement shall be deemed to commence from the date of commencement of services by the LCO and shall remain in force till matters mentioned in Clause 3 materialize or the date of expiry of License of **SERVICE PROVIDER** or registration of LCO, as the case may be. .

2.2 The duration of the Agreement may be extended on terms and conditions to be mutually agreed between the Parties and recorded in writing provided that the extended term does not go beyond the last date of validity of License of the **SERVICE PROVIDER** or registration of the LCO

3. TERMINATION OF THE AGREEMENT

3.1 Either Party has a right to terminate the Agreement by serving an advance notice of 21 days in writing to the other Party in the event of: -

- (i) material breach of the Agreement by the other Party which has not been cured within 30 days of being required in writing to do so; or
- (ii) the bankruptcy, insolvency or appointment of receiver over the assets of other Party; or
- (iii) the other Party indulging in, or allowing or inducing any person to indulge in piracy or carrying programming service provided on the channel which is in violation of the Programme and Advertising Codes prescribed in the Cable Television Network Rules, 1994, as amended from time to time.

3.2 The LCO has a right to terminate the Agreement in the event of the SERVICE PROVIDER discontinuing the business of distribution of TV channels in the Territory.

3.3 The SERVICE PROVIDER has a right to terminate the agreement in the event of the LCO discontinuing its cable TV business in the Territory.

3.4 If the SERVICE PROVIDER decides to discontinue the business of distribution of TV channels in the Territory for any reason, it shall give a notice in writing, specifying the reasons for such decision, to the LCO at least 90 days prior to such discontinuation.

3.5 If the LCO decides to discontinue its business of providing signals of TV channels to the subscriber, it shall give a notice in writing, specifying the reasons for such decision, to the SERVICE PROVIDER at least 90 (ninety) days prior to such discontinuation.

4. EFFECT OF TERMINATION AND EXPIRY

4.1 In the event of termination or expiry of the term of the Agreement, as the case may be, at the instance of either Party, each Party shall pay all amounts due and payable up to the date of termination or expiry to the other Party along with the Goods

and services tax ('GST') compliances as is specified under the applicable law and as agreed between the parties.

4.2 The LCO shall, within 15 days of the termination or expiry of the term of this Agreement, as the case may be, in terms of the provisions mentioned herein, hand over to the SERVICE PROVIDER all properties and assets belonging to the SERVICE PROVIDER (including STB's in good condition with all accessories), which are in the custody of the LCO. The LCO shall also be liable to make good all the losses or damages along with GST], if any, caused to such properties and assets belonging to the SERVICE PROVIDER, in custody of the LCO, within 30 days from the receipt of notice to this effect from the SERVICE PROVIDER and in the event of inability of LCO to repair such properties/assets, the LCO shall pay to the SERVICE PROVIDER the value of such properties/ assets.

4.3 The SERVICE PROVIDER shall, within 15 days of the termination or expiry of the term of this Agreement, as the case may be, in terms of the provisions mentioned herein, hand over to the LCO all properties and assets belonging to the LCO, which are in the custody of the SERVICE PROVIDER. The SERVICE PROVIDER shall also be liable to make good all the losses or damages including taxes wherever applicable, if any, caused to such properties and assets belonging to the LCO, in custody of the SERVICE PROVIDER, within 30 days from the receipt of notice to this effect from the LCO and in the event of inability of SERVICE PROVIDER to repair such properties/assets, the SERVICE PROVIDER shall pay to the LCO the depreciated value of such properties/ assets.

Explanation: - The clause 4.2 and 4.3 above shall not have any application in respect of Hardware or any other equipment (other than STB) belonging to the SERVICE PROVIDER or the LCO, as the case may be, which are installed at the premises of the subscribers.

4.4 If the LCO or the SERVICE PROVIDER, as the case may be, fails to hand over the assets or make good losses or damages caused to such properties and assets within the above stipulated period, the defaulting Party shall be liable to make payment for the depreciated value of the same together with simple interest calculated at the rate 2% over and above the base rate of interest of the State Bank of India.

5. PROVISIONING OF SERVICES

5.1 The SERVICE PROVIDER shall make available signals of TV channels to the LCO, on non-exclusive basis, in order to distribute the same to the LCO's subscribers in the Territory, in terms of this Agreement and as per prevailing norms, policies, the applicable laws and rules, regulations, directions and orders of the concerned authorities.

5.2 SERVICES / TECHNICAL REQUIREMENTS:

Subject to the terms of the Agreement and in consideration of payment of the Managed Service Fees by the LCO, SERVICE PROVIDER shall provide to the LCO the following services:

- (i) Digital delivery of broadcast signals through one or more satellites to be received by the LCO by using dish antennae and other allied equipment as prescribed by SERVICE PROVIDER;
- (ii) Central subscriber management system(s);
- (iii) Centralized billing services of LCO to Subscriber;
- (iv) Central conditional access system(s);
- (v) Pre-paid payment model using various payment modes like on-line, mobile and recharge systems;
- (vi) SERVICE PROVIDER shall also operate a multi-lingual call center for the benefit of LCO's Subscribers.
- (vii) SERVICE PROVIDER shall provide encrypted satellite broadcast signal feed to the LCO, who in turn would purchase a Digital Head-end and the associated equipment, viz. COPE or Cable Operator Premise Equipment, its associated accessories of the specifications prescribed and from the vendor(s) recommended and authorised by SERVICE PROVIDER, for receiving and deploying the Services required by the LCO for onward distribution to the Subscribers in an encrypted format.
- (viii) If the SERVICE PROVIDER fee share as applicable in respect of any

customer/ subscriber has not been paid to SERVICE PROVIDER, in such case, the customer shall automatically get disconnected. In such a case to re-activate the Services, the LCO may be liable to pay re-activation fees charged by SERVICE PROVIDER and the Services shall be resumed only upon receipt of such payment from the LCO along with any other charges prescribed.

(ix) SERVICE PROVIDER shall provide Services to only such STBs which are installed by the LCO from the vendors/ suppliers that are certified or authorized by SERVICE PROVIDER. The LCO is entirely responsible for installing the STBs from the suppliers or vendors recommended by SERVICE PROVIDER.

5.5 The LCO shall carry signals of TV channels received from the SERVICE PROVIDER, on non-exclusive basis, for distribution to the LCO's subscribers in the Territory.

5.6 The Parties shall compulsorily transmit, re-transmit or otherwise carry any channel or programme only in encrypted mode through a digital addressable system strictly in terms of and in accordance with the applicable laws and regulations.

5.7 The roles and responsibilities of the Parties to the Agreement for provisioning of services are contained in **Clause 10** of this Agreement.

5.8 In consideration of the roles and responsibilities mentioned in **Clause 10** of the Agreement, the fee settlement between the LCO and the SERVICE PROVIDER have been mentioned in the **Clause 12** of the Agreement.

6. RIGHTS OF THE SERVICE PROVIDER

6.1 The SERVICE PROVIDER shall continue to have a right of ownership of its network used to deliver the HITS services under this Agreement and it may expand/ upgrade/ change/ replace/ re-design any part or entire network subject to the condition that any such activity does not interrupt or degrade the Quality of Service provided to the LCO's subscribers.

6.2 The SERVICE PROVIDER shall sign the interconnection agreement with broadcasters for distribution of TV Channels as per prevailing norms, policies, the applicable laws and rules, regulations, directions and orders of the concerned authorities.

6.3 The Service Provider shall in compliance with the applicable laws and rules, regulations and tariff order communicate to the LCO the maximum retail price of each channel, to be charged by the LCO from its subscriber. .

6.4 The SERVICE PROVIDER shall have the right to package the channels/ services offered on the network, as per its business plan and as per prevailing norms, policies, the applicable laws and rules, regulations and tariff orders.

6.5 The SERVICE PROVIDER shall have the right to finalize the rate of Basic Service Tier (BST) in compliance with the provisions of the applicable tariff orders and regulations notified by the Authority from time to time.

6.6 The SERVICE PROVIDER shall have the right to finalise the rates of bouquets of channels, if offered by the SERVICE PROVIDER, in compliance with the provisions of the applicable tariff orders and regulations notified by the Authority.

6.7 The SERVICE PROVIDER shall have the right to get all requisite information from the LCO for the purpose of fulfilling its responsibilities under the Agreement, and the applicable orders and regulations.

6.8 The STB's (along with accessories) shall remain the sole and exclusive property of the SERVICE PROVIDER. The LCO acknowledges that the STB's (along with accessories) whether provided under the present Agreement or any other Agreement shall remain the sole and exclusive property of the SERVICE PROVIDER. The LCO acknowledges that it does not have any claim, interest, right or title in the STBs (alongwith accessories) provided to it by the SERVICE PROVIDER.

7. RIGHTS OF THE LCO

7.1 The LCO shall continue to have its right of ownership of its network used to deliver the cable TV services under this Agreement and it can expand/ upgrade/ change/ replace/ re-design any part or entire network subject to the condition that any

such activity does not interrupt or degrade the Quality of Service offered to the subscriber on its network.

7.2 The LCO shall have right to get all the requisite information from the SERVICE PROVIDER for the purpose of fulfilling its responsibilities under the Agreement, and the applicable orders and regulations.

8. OBLIGATIONS OF THE SERVICE PROVIDER

8.1 SERVICE PROVIDER shall set up and operationalize the Earth Station, Conditional Access System (CAS) and Subscriber Management System (SMS) for ensuring efficient and error-free services to the LCO, who provides services to subscribers by recording and providing individualized preferences for channels, billing cycles or refunds.

8.2 The SERVICE PROVIDER shall make available to the LCO, the necessary and sufficient information relating to the details of channels, bouquets of channels, and services offered to the subscribers including their prices.

8.3 The SERVICE PROVIDER shall provide web based grievance redressal mechanism for addressing the complaints of LCOs in relation to the provision of services, roles and responsibilities, fee settlements, quality of services etc.

8.4 The SERVICE PROVIDER shall not issue pre-activated STBs and the STBs shall be activated only after the details of the Customer Application Form (CAF) have been entered into the SMS.

8.5 The SERVICE PROVIDER shall facilitate generation of tax invoices/bills for subscribers on regular basis (on behalf of LCO), for charges due and payable for each month or as per the billing cycle applicable for that subscriber to the LCO, within 3 days from the end of the billing cycle.

8.6 The SERVICE PROVIDER shall provide access to the relevant part of the SMS under its control to the LCO for the purpose of fulfilling responsibilities by the Parties under the Agreement, and the applicable orders and regulations.

8.7 The SERVICE PROVIDER shall not indulge in any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the LCO or person associated with such transmission.

8.8 The SERVICE PROVIDER shall comply with all the applicable statutes or laws for the time being in force, or any rules, codes, regulations, notifications, circulars, guidelines, orders, directions etc. issued, published or circulated under any law for the time being in force.

8.9 The SERVICE PROVIDER shall not do any act or thing as a result of which, any right or interest of the LCO in respect of cable TV signals under this Agreement or any property of the LCO may be infringed or prejudiced.

8.10 The SERVICE PROVIDER shall be responsible for encryption of the complete signal, up to the STB installed at the premises of the subscriber.

8.11 The SERVICE PROVIDER shall not disconnect the signals of TV Channels, without giving three weeks' advance notice to the LCO clearly specifying the reasons for the proposed disconnection as envisaged in the Interconnection Regulation.

8.12 The SERVICE PROVIDER shall facilitate and make available consumer friendly electronic payment options in the subscriber management system for the electronic payment of LCO bills by the subscribers, prepaid system for subscribers and facility for acknowledgments/receipts to the subscribers for the payments made by them.

8.13 The SERVICE PROVIDER shall provide to the LCO at least 2% of the total STBs active in the network of the LCO with an upper cap of 30 STBs as maintenance spare, which are not pre-activated, to ensure speedy restoration of services affected due to any fault in STB. This quantity of maintenance spare STBs shall be maintained during the term of the agreement. However LCO shall pay for the STB'S as per the company's policy.

8.14 The SERVICE PROVIDER shall intimate to the LCO, at least 15 (fifteen) days in advance, in respect of any proposed changes in the package composition or the retail tariff being offered to the subscriber.

9. OBLIGATIONS OF THE LCO

9.1 The LCO shall handover a copy of CAF received from subscribers within 15 days to the SERVICE PROVIDER. SERVICE PROVIDER

9.2 The LCO shall be responsible for entering the details of the bill amount paid by the individual subscriber to the LCO for the Cable TV services in the SMS. In the event if the subscriber is on pre-paid model, the LCO shall ensure that payment is made available for renewal of services prior to the expiry of the account balance.

9.3 The LCO shall not indulge in any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the SERVICE PROVIDER, or any other person associated with such retransmission.

9.4 The LCO shall have no right, without the prior written intimation to the SERVICE PROVIDER, to assign or transfer any of its rights or obligations under this Agreement.

9.5 The LCO shall not replace the STBs of the SERVICE PROVIDER with the STBs of any other SERVICE PROVIDER or digital cable television Multi-service Operator (MSO) or IPTV Operator without receiving the requests from the subscribers through application forms for returning the STB of the existing connections and for providing new connections through Customer Application Form. The new Set Top Box shall be activated only after entry of the details, as provided in new Customer Application Form, into the Subscriber Management System of the new MSO/ HITS/ IPTV Operator after compliance of the requirements under clause No.9.11- 9.17 below.

9.6 The LCO shall –

(i) not transmit or retransmit, interpolate or mix any signals which are not transmitted or generated by the SERVICE PROVIDER without the prior written consent of the SERVICE PROVIDER;

(ii) not insert any commercial or advertisement or information on any signal transmitted by the SERVICE PROVIDER. Any such tampering of signals or interpolating of signals shall be deemed to be a violation of this

Agreement and shall constitute sufficient cause for termination of this Agreement by the SERVICE PROVIDER by giving such notice as prescribed under the Agreement

(iii) not interfere in any way with the signals provided by the SERVICE PROVIDER and also not use any decoding, receiving, recording equipment(s), counterfeit set top box or Smart card and any other like equipments;

(iv) not alter or tamper the Hardware including the seal (seal to prevent opening of set top box), misuse, replace, remove and shift the Smart card or STB without the written consent of SERVICE PROVIDER from their respective original addresses;

(v) not use, either before or after the installation of STB, of any decoding, receiving, recording equipment(s), counterfeit set top box(es), smart card(s) other than the STB(s), Smart cards and any other equipment's not supplied/ approved by the SERVICE PROVIDER, and to take actions as directed by the SERVICE PROVIDER against such subscribers.

(vi) intimate the SERVICE PROVIDER promptly about any alteration, tampering with the Hardware including the seal, misuse, replacement, removal and shifting of Smart cards and STBs, without the written consent of SERVICE PROVIDER, from their respective original addresses and also about the use, either before or after the STBs, of any decoding, receiving, recording equipment(s), counterfeit set top box(es) and smart card(s) other than the STB(s), Smart card(s) and any other items of Hardware supplied by the SERVICE PROVIDER, and to take actions as directed by the SERVICE PROVIDER against such subscribers.

(vii) Not re-configure, connect other equipments or disassemble the COPE installed by the LCO to receive the HITS signal of SERVICE PROVIDER in order to try and change the functioning of the COPE as designed by SERVICE PROVIDER.

9.7 The LCO shall not provide connection to any entity for further retransmission/distribution of the Cable TV signals.

9.8 The LCO shall not record and then retransmit Cable TV signals or otherwise to block or add or substitute or otherwise tamper with the signal being transmitted by the SERVICE PROVIDER nor shall allow any other person to do so.

9.9 The LCO shall not do any act or thing as a result of which, any right or interest of the SERVICE PROVIDER in respect of the Cable TV signals under this Agreement or any property of the SERVICE PROVIDER may be infringed or prejudiced.

9.10 The LCO shall permit access to the systems under its control to the SERVICE PROVIDER, on non-exclusive basis, for the purpose of fulfilling responsibilities by the Parties under the Agreement, and the applicable orders and regulations.

9.11 The LCO shall not disconnect the signals of TV Channels, without giving three weeks' notice to the SERVICE PROVIDER clearly specifying the reasons for the proposed disconnection as envisaged in the Interconnection Regulation.

9.12 The LCO undertakes to clear all its outstanding dues and obtain a No Dues Certificate from the SERVICE PROVIDER prior to taking signals from another SERVICE PROVIDER/ IPTV/ SERVICE PROVIDER.

9.13 The LCO undertakes to immediately return all the STBs (alongwith accessories) in good working condition to the SERVICE PROVIDER in the following circumstances:

- i All/ any STBs (along with accessories) which have been disconnected/ deactivated at customer premises for a period of _30days.
- ii Upon Termination of the Agreement by either Party
- iii Upon the SERVICE PROVIDER disconnecting signals/ services to the LCO for any reason whatsoever.
- iv On demand by the SERVICE PROVIDER.
- v In case the LCO is in breach of the terms of this Agreement

vi Prior to taking signals from another SERVICE PROVIDER/ IPTV/ SERVICE PROVIDERMSO.

9.14 In the event any STB (along with accessories) is found by the SERVICE PROVIDER to be not in good working condition and/ or missing parts/ accessories, the decision of the SERVICE PROVIDER shall be final and binding on the LCO.

9.15 The LCO undertakes to pay to the SERVICE PROVIDER the cost of the STBs along with the applicable taxes (calculated in the manner specified hereinbelow) in case the LCO has failed to return to the SERVICE PROVIDER STBs (along with accessories) in good working condition.

The cost of the STBs for the purposes of this Agreement shall be the acquisition cost of the STB including all accessories and shall include all taxes, levies, Customs Duty, Goods and Service Tax, Excise, VAT etc. and shall also include the cost of freight, insurance, logistics, commission, paid or borne by the SERVICE PROVIDER in the process of acquisition of STBs from the manufacturer and/ or delivery to the LCO.

9.16 Service Provider in due course of business, will give exclusive concessions, discounts & reduction pricing on its packages, on the monthly basis, against the Set Top Boxes (STB) issued to LCO by Service Provider, from time to time. The LCO undertakes and affirm to keep such STBs active in the MSO's network for the period of 3 (three) years (Lock-in period) from the date of issue of such STBs. It shall be the obligation of LCO not to swap, churn or switch over the STBs with competition during the said Lock-in period.

(i) It is agreed by the LCO that in the event of any breach of the aforesaid obligation (stated in Clause 9.16 above), by LCO, MSO may immediately discontinue the concessions and discounts so given to LCO and Service Provider shall not be liable for any loss or damages whatsoever, so suffered by the LCO.

(ii) It is further agreed by the LCO that in the event of breach of the said terms by LCO, the LCO undertakes to pay Service Provider the entire cost of all the STBs

as specified in Clause no. 9.15 of this Agreement along with the interest at the rate of 18% per annum, in case LCO fails to return to the MSO all the STB's with accessories, in good working condition.

9.17 The LCO undertakes that it shall not take signals from any other SERVICE PROVIDER/ IPTV/ SERVICE PROVIDER till such time it has not returned all STBs (along with accessories) in good working condition to the SERVICE PROVIDER and/ or paid to the SERVICE PROVIDER, the cost of the STBs.

9.18 The LCO undertakes not to withhold the return of STBs (alongwith accessories) for any reason whatsoever.

9.19 LCO COVENANTS

The LCO hereby undertakes that it shall be responsible and liable for

(i)Booking of orders from its subscribers for provision of the Hardware, obtaining the necessary registration forms filled up by the subscribers with the prescribed proof of identity, proof of address, obtaining signatures of the subscribers under his certification, collection of the rents or installments and the security deposits for the STBs and forwarding promptly to the SERVICE PROVIDER (SERVICE PROVIDER) such forms, along with the requisite payments, as also requests from the subscribers for changes, if any, from time to time, duly countersigned by the LCO to enable the processing of the same; LCO shall also collect the requests from the subscribers for changes including changes in the subscribed. channel(s)/package(s), if any, from time to time. It shall be sole responsibility of the Affiliate to collect the properly filled and duly signed Customer Application Forms (hereinafter referred to as 'CAF') and other requests from the subscriber(s) and to provide the same to the SERVICE PROVIDER and at the same time keep a copy of the same in its safe custody as per the Quality of Service (Digital Addressable Cable TV Systems) Regulations2017 and other applicable TRAI Regulations, other laws, Rules, Regulations, Orders, Circulars, Notifications, etc.

The LCO hereby undertakes that it shall be responsible and liable for providing a copy of the duly filled up Customer Application Form (CAF) to the SERVICE PROVIDER within 15 days of receipt from the subscriber. The LCO shall be responsible for production of these CAFs in original, as and when request is made by the SERVICE PROVIDER or its authorized person, from time to time, in this context, either: -

(a) suo moto; or

(b) on receipt of a notice, request, instruction, directives, etc. from the Regulatory authorities, any State/ Central Government Departments, including but not limited to Entertainment Tax Department, GST Department, TRAI, Ministry of Information and Broadcasting etc.; or

(c) on the request of auditors of the SERVICE PROVIDER; or

(d) on receipt of a complaint from subscriber(s), with a view to resolve the complaint of the concerned subscriber(s).

In the event of failure of the LCO to produce any or all these CAF and other requests, the LCO hereby undertakes to indemnify SERVICE PROVIDER for any action, proceeding initiated, penalty(ies), fine(s), damage(s) etc. levied/imposed by the Regulatory or any Judicial or Quasi-Judicial Authority, Statutory or Government Authority(ies)/Department(s), etc. due to failure on the part of LCO in production of any or all these CAFs and requests or non-compliance of GST or due to any matter connected thereto.

9.20 The LCO undertakes the following :-

(i) Physical verification of the address of each subscriber of pay channels after getting proof of residential address such as a ration card, Voters Identity Card, Bank Pass Book or any other such documentary proof of residence;

(ii) Protection of the Hardware supplied to each subscriber by SERVICE PROVIDER under any scheme and the Affiliate will not swap/substitute the STB(s) and/or VC(s) of SERVICE PROVIDER with the STB(s) and/or VC(s) of any other Multi System Operator/Cable Operator/DTH Operator/SERVICE PROVIDER. In

any event Affiliate swaps or misuses or shifts or tampers or transfers the STB(s) and/or VC(s) of the SERVICE PROVIDER from the subscriber premises, the Affiliate shall not only be responsible for return of Hardware or refund its value along with forthwith payment of its entire outstanding dues with the SERVICE PROVIDER, but also be liable for payment of such damages as may be determined by the SERVICE PROVIDER in its sole discretion on account of loss of business.

(iii) to ensure the strict adherence and compliances of the Standard of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2017 other applicable TRAI Regulations, other laws, Rules, Regulations, Orders, Circulars, Notifications, etc.

10. ROLES AND RESPONSIBILITIES OF THE SERVICE PROVIDER AND THE LCO:

Sl. No.	Role	Responsibility of the SERVICE PROVIDER or the LCO accordingly	Remarks
(1)	(2)	(3)	(4)
1	Devising of Consumer Application Form, either in electronic format or print format or both, for initial subscription to broadcasting services containing the information as provided in the Schedule I of the QoS regulations.	SERVICE PROVIDER	SERVICE PROVIDER to provide CAF in the LCO's portal. LCO's to get CAF filed up by the subscribers and submit copies of the same to SERVICE PROVIDER for activation.

Sl. No.	Role	Responsibility of the SERVICE PROVIDER or the LCO accordingly	Remarks
2	<p>a. Provide information to consumers about the details of services at the time of every new connection as per the QoS regulations.</p> <p>b. Providing information to the subscriber about the details of STB schemes offered and the warranty/ repairing policy applicable thereof.</p>	<p>SERVICE PROVIDER/LCO</p> <p>SERVICE PROVIDER/LCO</p>	<p>LCO's after collecting CAF to educate subscribers of products and services.</p> <p>LCO will inform subscriber on the STB scheme and warranty/Repair policy of the SERVICE PROVIDER.</p> <p>SERVICE PROVIDER to provide STB scheme information on the website.</p>
3	Provisioning of broadcasting services to the consumer upon obtaining duly filled Consumer Application Form and providing a copy of the same to the consumer as per the QoS regulations.	SERVICE PROVIDER / LCO	LCO shall update the information in the Subscriber Management System (SMS) through Front ending Portals in each case within 24 hours from the receipt of the application.
4	Assigning a unique identification number (UIN) to every subscriber and communicating the same to the consumer as per the provisions of the QoS regulations.	SERVICE PROVIDER/LCO	The UIN shall be generated from the SMS. In case the responsibility is assigned to the LCO then the relevant access of the SMS should be provided by the SERVICE PROVIDER to the LCO.

Sl. No.	Role	Responsibility of the SERVICE PROVIDER or the LCO accordingly	Remarks
5	Activation of broadcasting services to the subscribers.	LCO	<p>(1) Activation shall be done only by the LCO after the details of Consumer Application Form have been entered into the SMS.</p> <p>(2) In case the responsibility is assigned to the LCO then SERVICE PROVIDER should provide relevant access to SMS or Front ending Portals for activation of broadcasting services.</p>
6	Activation of requested channel(s) or bouquet(s) available on the platform, upon receiving a verifiable request from a subscriber as per the provisions of the QoS regulations.	LCO	Activation shall be done by the LCO only in SMS through Front Ending Portals provided to the LCO by the SERVICE PROVIDER
7	Deactivation of requested channel(s) and bouquet(s) from the subscription package of subscriber upon receiving a verifiable request from the subscriber, as per the provisions of the QoS regulations.	LCO	Deactivation shall be done only through Front Ending Portals in the SMS

Sl. No.	Role	Responsibility of the SERVICE PROVIDER or the LCO accordingly	Remarks
8	Temporary suspension of the broadcasting services of a subscriber upon receiving a request from the subscriber as per the provisions of the QoS regulations.	LCO	Temporary suspension shall be done only through Front Ending Portals in the SMS
9	Restoration of services of a subscriber, upon request from the subscriber as per the provisions of the QoS regulations.	LCO	Restoration of services shall be done only through Front Ending Portals in the SMS
10	Relocation of connection of a subscriber from one location to another location, upon the request for the same as per the provisions of QoS regulations.	LCO	The LCO shall update the information in the SMS through Front Ending Portals immediately.
11	Providing notice to the subscribers regarding interruption of signals for preventive maintenance as specified in QoS Regulations.	SERVICE PROVIDER/ LCO	SERVICE PROVIDER informs through portals to LCO and facilitates and provides customer supports support channel to subscribers.
12	Disconnection of broadcasting services to a subscriber upon request from the subscriber and refunding of deposits subject to fulfilment of the terms and conditions provided in the QoS regulations.	SERVICE PROVIDER/LCO	LCO to update the SMS through Front Ending Portals immediately.

Sl. No.	Role	Responsibility of the SERVICE PROVIDER or the LCO accordingly	Remarks
13	Offering broadcasting services to the subscribers either on pre-paid basis or post-paid basis or both as provided in the QoS regulations.	SERVICE PROVIDER/LCO	SERVICE PROVIDER offering Prepaid Model to LCO
14	Changing payment mechanism from pre-paid to post-paid or vice-versa, as the case may be, on the request made by the subscriber.	SERVICE PROVIDER/LCO	SERVICE PROVIDER Offering Prepaid Model
15	Generation of post-paid bills for subscribers as per the QoS regulations.	LCO	SERVICE PROVIDER generates its bills on behalf of LCO and sends to LCO portals (soft copy).
16	Delivery of post-paid bills to subscribers as per the QoS regulations.	LCO	SERVICE PROVIDER generates its bills on behalf of LCO and sends to LCO portals (soft copy) for further delivery to the Subscribers
17	Issuance and delivery of receipts to post-paid subscribers for manual payments made by them and entering the details of the receipts in the subscriber management system as per the QoS regulations.	LCO	LCO is to feed the relevant information in the SMS and thereafter generate receipts
18	Acknowledging pre-paid payments by the subscriber and updating the subscriber management system accordingly.	LCO	Since the payments are received on behalf of the LCO, the same shall be acknowledged basis the LCO's confirmation and inputs by LCO's

Sl. No.	Role	Responsibility of the SERVICE PROVIDER or the LCO accordingly	Remarks
19	Providing set top boxes to the subscribers conforming to the standards prescribed in the QoS regulations.	SERVICE PROVIDER/LCO	LCO is responsible for delivering and installing STBs provided by the SERVICE PROVIDER at subscribers place.
20	Offering different schemes for the STB as per the QoS regulations.	SERVICE PROVIDER	SERVICE PROVIDER and LCO to formulate STB schemes
21	Offering annual maintenance scheme for the Customer Premises Equipment provided under outright purchase scheme after the expiry of guarantee/warranty period as per the QoS regulations	SERVICE PROVIDER /LCO	SERVICE PROVIDER and LCO to Formulate Schemes
22	Repairing of a malfunctioning set top box as per the QoS regulations.	SERVICE PROVIDER/LCO	LCO to collect the STBs from Subscribers and provide the STBs to SERVICE PROVIDER for repairs.
23	Publicizing toll free consumer care number and address of the web based complaint management system to the subscribers through customer care channel and website, as provided in the QoS Regulations.	SERVICE PROVIDER	SERVICE PROVIDER to publish the same through Customer Care Channel, Website and other Front ending software given to the LCOs.

Sl. No.	Role	Responsibility of the SERVICE PROVIDER or the LCO accordingly	Remarks
24	Providing copies of Manual of Practice (MoP) to subscribers as specified in QoS regulations.	SERVICE PROVIDER	The SERVICE PROVIDER shall finalize the contents of MOP. Soft Copies of such MoP shall be shared with the LCO.
25	Payment of taxes to the Government.	SERVICE PROVIDER /LCO (SERVICE PROVIDER for their services to LCO. LCO for their services to Subscribers)	It shall be sole responsibility of the LCO to pay any taxes due on their services and billing to Subscribers. SERVICE PROVIDER shall be responsible only for taxes payable on billing made for services rendered by SERVICE PROVIDER to LCO

11. BILLING

11.1 The billing for subscriber shall be generated by the SERVICE PROVIDER in the name of LCO. However, each Party shall ensure that the applicable laws, rules and regulations relating to taxes are complied with and each party shall be responsible for tax liability on their respective billing. SERVICE PROVIDER will be billing the LCO for the services rendered to the LCO. The GST on such billing to the LCOs by the SERVICE PROVIDER will be the responsibility of the SERVICE PROVIDER.

11.2 The Party, in whose name the billing for subscribers have been agreed in the clause 11.1 above, shall receive the payment of the subscription fee paid by the subscribers. The fee share as per clause 12.1 of this Agreement shall be paid by this Party to the other Party as mutually agreed thereto

12. FEE SETTLEMENT BETWEEN THE LCO AND SERVICE PROVIDER AND RELATED RIGHTS AND OBLIGATIONS

12.1 The settlement of charges between the LCO and the SERVICE PROVIDER shall be in the following manner: -

(a) network capacity fee amount of 100% to be retained by LCO. Changes if any to be mutually decided

(b) the distribution fee amount shall be shared in the ratio of **50:50** between **SERVICE PROVIDER** and LCO respectively.

(c) Additionally, LCO shall pay a Managed Service Fee of Rs 30.00 per active subscriber per month exclusive of Taxes to SERVICE PROVIDER for Technical Services provided by SERVICE PROVIDER to LCO. These services include but not limited to Conditional Access Systems, Subscriber Management System, Satellite Transponder Capacity (Including access to Channels on the satellite transponder on HITS uplinked from the SERVICE PROVIDER Broadcast centre), Call Centre, Technical Help Desk, COPE Technology Support and Services, and Operational Support as Applicable. Changes if any to be mutually decided from time to time.

12.2 The SERVICE PROVIDER shall issue monthly invoice to the LCO towards dues payable by the LCO for fee settlement and such invoice shall clearly specify the current payment dues and arrears, if any, along with the due date of payment which shall not be less than seven days. Any demand of arrears shall be accompanied by the proof of service of invoices for the period for which the arrears pertain. The amounts raised in the invoice shall be payable on or before the due date as mentioned therein.

12.3 In case of Pre-Paid Model, LCO has to ensure that the subscriber is renewed before expiry of the services and ensure GST compliances as specified in 10.25 and 11.

13. DEFAULTS

13.1 Without prejudice to such rights and remedies that the Parties may have in law or under the provisions of this Agreement, in the event of any delay or failure by the SERVICE PROVIDER or the LCO, as the case may be, to make payments of dues on or before the respective due dates, the LCO or the SERVICE PROVIDER, as the case may be, shall have the right: -

- (i) to disconnect the services subject to the compliance of the applicable rules, regulations, directions or orders of the Authority;
- (ii) to terminate this Agreement, subject to compliance of the applicable laws in force;
- (iii) to charge a simple interest at the rate 2% over and above of the base rate of interest of the State Bank of India from the date such amounts became due until those are fully and finally paid;

13.2 In cases where any of the Parties has failed to make payment on or before due date for three consecutive months in the past, the other Party shall have right to demand the interest free security deposit which shall not exceed average of immediately preceding 6 months billing amounts and the same shall be maintained for the remaining term of the agreement.

13.3 Upon disconnection of the service as mentioned in clause 13.1 above, whether accompanied by termination of this Agreement or not, the defaulting Party shall be liable to deposit forthwith all sums payable by it. In the case of termination, accounts shall be settled within thirty days and for delayed payments, either Party shall be liable to pay simple interest at the rate 2% p.m. over and above of the base rate of interest of the State Bank of India.

14. UNDERTAKINGS

14.1 Each Party shall recognize the exclusive ownership of the property owned and installed by the other Party and shall not have or claim any right, title or interest or lien of whatsoever nature.

14.2 Nothing contained herein shall constitute either Party as the agent or partner or the representative of the other for any purpose and neither Party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other Party and the relationship between the SERVICE PROVIDER and the LCO shall remain on “Principal to Principal” basis.

14.3 It is expressly understood by the Parties that “**NXTDigital**” logo(s) is a Registered Trade Mark of the SERVICE PROVIDER, and the LCO shall use the said logo only during the currency of this Agreement for the benefit of the cable television networking business of the SERVICE PROVIDER. Consent of the SERVICE PROVIDER is hereby given to the LCO to use the said logo, to the extent of or in connection with the business of the SERVICE PROVIDER.

14.4 It is clearly understood and accepted by each Party that it shall have no right to use any intellectual property of the other on its Cable TV service or otherwise on or after the withdrawal by the other Party of its consent for such uses.

14.5 In case the LCO or the SERVICE PROVIDER, as the case may be, decides to transfer its interest in respect of its business of providing Cable TV Service to any other party / person (third party), in whole or in part, the LCO or the SERVICE PROVIDER, as the case may be, shall give prior 30 working days’ notice to the Other Party. One Party shall not have any objection to such transfer if the other Party has complied with its obligations under this contract and has paid all its dues.

Provided, however, that such third party shall sign and execute a deed of adherence to the terms and conditions of this Agreement and other undertaking/ bonds to the satisfaction of the SERVICE PROVIDER or the LCO, as the case may be, in order to give effect to the provisions of this Agreement.

14.7 The LCO shall maintain and continue to maintain its Postal Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Regulation) Act, 1995 and comply with the terms and conditions of the registration certificate issued by the Postal Authority.

14.8 The SERVICE PROVIDER shall maintain and continue to maintain its HITS License renewed from time to time in accordance with the applicable guidelines.

14.9 Both the Parties shall comply with the Programme Codes and Advertising Codes prescribed in the Cable Television Network Rules, 1994, as amended from time to time.

14.10 Both the Parties shall comply with the laws for the time being in force in India, as applicable to them.

15. PREVENTION OF PIRACY

15.1 The Parties shall not indulge or allow any person to indulge in Piracy or in reverse engineering of any technology used in the Hardware or any component thereof nor shall they use the Hardware to be connected to any equipment for setting up a mini head-end for retransmission of the signals generated from the same.

15.2 Signal to any subscriber shall be disconnected by the SERVICE PROVIDER or the LCO, as the case may be, after giving due notice as required under applicable regulations, if found to be indulged in or abetting any Piracy.

16. DISCLAIMER AND INDEMNITY

16.1 In no event, the SERVICE PROVIDER shall be liable to the LCO for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any programme or information or for any indirect or consequential loss or damage, which is not attributable to any act of the SERVICE PROVIDER.

16.2 In no event, the LCO shall be liable to the SERVICE PROVIDER for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any programme or information or for any indirect or consequential loss or damage, which is not attributable to any act of the LCO.

16.3 LCO shall indemnify the SERVICE PROVIDER for all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the LCO or due to termination of the Agreement or suspension of the Service due to LCO's breach and loss or disadvantage owing to default of LCO to provide complete records, undertake compliance [including but not limited to the GST law] and discharge its tax liability in a timely manner as required under the applicable law..

16.4 SERVICE PROVIDER shall indemnify the LCO for all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the SERVICE PROVIDER or due to termination of the Agreement or suspension of the Service due to SERVICE PROVIDER's breach.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 As mandated by the Telecom Regulatory Authority of India Act, 1997, the Parties shall not institute any suit or seek injunction or interim orders in any court or judicial tribunal/ authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

18. FORCE MAJEURE

18.1 Failure on the part of the SERVICE PROVIDER or the LCO to perform any of its obligations, shall not entitle either Party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfillment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightning, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like

situation, or enactment of any law or rules and regulation made by the Authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either Party to the other, on expiry of one month from the date of such notice.

18.2 Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

19. NOTICES

19.1 Any notice to be served on any Party by the other shall be deemed to have been validly sent if sent by Registered Post Acknowledgement Due (RPAD) or speed post service of Department of Post, Government of India or by hand delivery duly acknowledged at the address mentioned in the beginning or at such other changed address as the Party may inform and the date of receipt of such notice shall be the date of receipt by the other Party or 7 days from the date of dispatch of the notice by RPAD, whichever is earlier.

20. RESTRICTION ON TRANSFER

20.1 The either Party shall not remove, sell, assign, mortgage, transfer/sublet and encumber all or any part of the network which belongs to the other Party. If the Party indulges in any of the above-mentioned acts, the said acts shall be illegal and void ab-initio and the Party shall also be liable for any action under the applicable law.

21. CONFIDENTIALITY

21.1 The Parties shall keep in strict confidence, any information received by one from the other while participating in the affairs/business of each other and shall not disclose the same to any person not being a party to this Agreement.

21.2 The Parties shall also bind their employees, officers, advisors, associates, contractors, agents, authorized persons and other similar persons to whom the above mentioned information may be disclosed, to the obligations of confidentiality.

21.3 The Parties hereby agrees that the confidential information can be disclosed to the statutory authority on demand by such authorities.

22. MODIFICATIONS

22.1 The Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement, including Addendum Agreements, Annexures, Schedules or any other document, called by whatever name, but executed in relation to this Agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties.

23. BINDING EFFECT

23.1 This Agreement modifies all prior understanding of the Parties as to the subject matter thereof and shall not be amended except in writing by both the Parties. Any other understanding between the Parties (if any) with regard to any other matter or any accrued rights and obligation of the Parties not covered under this agreement, if any, shall continue to be in full force and effect.

Schedule

DEFINITIONS AND INTERPRETATIONS

A. DEFINITIONS

In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

- (a) “Act” means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- (b) “addressable system” shall have the same meaning as assigned to it in the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017;
- (c) “Authority” means the Telecom Regulatory Authority of India established under subsection (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);
- (d) “basic service tier” means a bouquet of free to air channels as referred to in the Tariff Order;
- (e) “Bill” shall mean and include Invoices, Tax invoices issued by the supplier of goods and services as is prescribed under the Goods and Services Tax Act, 2017 and the rules and regulations thereunder as may be amended from time to time
- (f) “bouquet” or “bouquet of channels” means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly;
- (g) “broadcaster” means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services;
- (h) “cable service” or “cable TV service” means the transmission of programmes including re-transmission of signals of television channels through cables;

- (i) “cable television network” or “cable TV network” means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
- (j) “**COPE**” shall mean Operator Premises Equipment, which is a set of trans modulators and allied equipment converting DVB-S signals to DVB-C with transmitting equipments enabling redistribution signals through cable.
- (k) “customer care center” means a department or a section or a facility established under QoS regulations;
- (l) “CTN Act” means the Cable Television Networks (Regulation) Act, 1995 (7 of 1995);
- (m) “Earth Station” shall mean that headend from where the SERVICE PROVIDER multiplexes the signal and uplinks to its satellite.
- (n) “encryption or encrypted” in respect of a signal of cable television network, means the changing of such signal in a systematic way so that the signal would be unintelligible without use of an addressable system and the expression "unencrypted" shall be construed accordingly;
- (o) “free-to-air channel” shall have the same meaning as assigned to it in the Tariff Order;
- (p) “hardware” means a SERVICE PROVIDER approved set top box to enable the decryption of signals of Channels transmitted in encrypted form, the remote and other associated components and accessories;
- (q) “**HITS**” shall mean the Head-end in the Sky platform.
- (r) “Interconnection Regulation” means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017;
- (s) “Manual of Practice (MoP)” means the Manual of Practice as referred to in the QoS Regulation;
- (t) “pay channel” shall have the same meaning as assigned to it in the Tariff Order;

- (u) “piracy” means unauthorized reception, retransmission or redistribution of Cable TV Signal by any person by any means and modes including but not limited to any alteration, tampering of the seal or any component or accessory thereof or misuse, replacement, removal and/or shifting of Hardware or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of trade mark and copyright of the SERVICE PROVIDER or the LCO as the case may be;
- (v) “programme” means any television broadcast and includes-
 - (i) exhibition of films, features, dramas, advertisements and serials, (ii) any audio or visual or audio-visual live performance or presentation,and the expression “programming service” shall be construed accordingly;
- (w) “QoS Regulation” means the Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017;
- (x) “set top box” means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;
- (y) “smart card” means the card duly approved by the SERVICE PROVIDER as part of the Hardware, which enables the subscriber to gain access to the Cable TV signals of Channels.
- (z) “subscriber” for the purpose of these regulations, means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber;
- (aa) “subscriber management system” means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels

or bouquets of channels subscribed by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period;

- (bb) "Tariff Order" means the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017;

All other words and expressions used in this interconnection agreement but not defined, and defined in the Act and rules and regulations made there under or the CTN Act and the rules and regulations made there under, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

B. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires;
- (b) The word "person" shall include individuals, corporations, partnerships, association of persons and any other entities;
- (c) Any references to article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;
- (d) References to a "month" are to a calendar month;
- (e) Headings and titles are for ease of reference only and shall not affect the interpretation of this agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this agreement done otherwise independent of the title.
- (f) Any reference to law, regulation, statutory provision, order, guideline, policy, etc, includes references to such law or regulation or provision, order,

guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

_____End of Agreement_____

Annexure – A - Indemnity and Undertaking

To be signed only by the Distributor

INDEMNITY AND UNDERTAKING

I/We Mr.----- (name) ----- Age ----- Proprietor/Partners/Director of --
----- Proprietary firm/ partnership firm / company, ----- (“
Distributor Company”) incorporated under the Indian Companies Act, 1956, residing
at ----- (full address) ----- and having office at -----

hereby solemnly affirm and declare that:

- (1) I/We have executed an Interconnect Agreement with Hinduja Global Solutions (“Company” or “HGSL”) whereby We have been entitled to act as a Local Cable Operator (“LCO”) by Company. I have read and agreed to adhere to all the Terms and Conditions of the said Agreement.
- (2) I/We declare that I/we am/are also running local channels independently in the Network of the Company, the contents of which are being transmitted for the benefit of maximum reach for the Channel within my/our network. The Contents so inserted to my/our local channels comprises of movies, songs, programmes, advertisements, events, etc. (“Content”)
- (3) These channels /Contents are inserted at my end via a series of encoders, encrypted locally and then transmitted into Company’s cable TV network and further to our local Cable Operators mapped in my network. I/We hereby state that the said insertion is made strictly under my/Our knowledge, instructions and supervision and I/We, solely, is responsible and liable for this activity.
- (4) I /We am/are aware that I/we should possess or acquire from the proprietor or third party, as the case may be, all the title /rights vested in such Contents under the Copyright Act, 1957 and other applicable Intellectual Property Rights Laws, prior to its transmission in the Company’s and LCO’s network

- (5) I /We am/are also aware that it is a grievous offence to breach and infringe the Copyright Act, 1957 and Intellectual Property Rights Laws, if I /we telecast the Content without prior written consent and acquisition of title, License /rights of the Content, from the proprietor of such Content.
- (6) I /We undertake to adhere, *inter-alia*, to the Copyright Act, 1957 and all the Intellectual Property right Laws and Programme and Advertising Codes prescribed under the Cable Television Network Rules, 1994 Cable Television Networks (Regulation) Act, 1995, The Cinematograph Act, 1952, and other applicable laws. I/We further undertake not to transmit any Content or channel which is prohibited by any law, regulation, or regulatory authority.
- (7) I /We hereby undertake to indemnify and keep indemnified Company, its directors, employees and agents, affiliates and assigns, against harm, loss, costs, charges, expenses, damage to goodwill inclusive of legal or punitive damages and fees that Company may suffer /incur on account of any claim being made by any third party claiming to be holder / owner of the Content telecasted by me/us. Further I /we undertake to indemnify Company for any criminal proceedings under the Copyrights Act, 1957 and/ or Indian Penal Code, 1860 initiated by any party or government/regulatory authority against Company due to illegal or unauthorized telecast of the Contents by me/us on the local channels and I /We agree to pay Company the expenses, damages including but not limited to the license fee payable to the proprietor of IP rights against unauthorized telecast, damages and punitive liabilities awarded by the Court, direct or indirect damages claimed by the proprietor which Company shall incur to defend itself, its directors and/or employees in such criminal or civil proceedings.
- (8) I /We hereby agree that HGSL would immediately switch off the locally inserted content in any of the following circumstances, as and when it is brought to HGSL's knowledge & attention, *inter alia*, that –
- a. The said Content is pirated, or it amounts to infringement of the rights of third parties/proprietors and others;
 - b. the said Content does not meet with any existing regulations, programming guidelines or is in violation of extant advertising code etc;
 - c. the said Content is in any manner anti-national in character or is prohibited by the any regulation or government/regulatory department.
- (9) I/We shall not hold the Company liable for any direct or indirect losses or damages suffered by me/us, in the event of switching off the signal, as described in Clause 8 above.

(10)I /We hereby agree that HGSL shall not be responsible for any liability that may result from breach of any of the above conditions mentioned above by the deponent.

All the above contents are true to the best of my/our knowledge and belief.

Solemnly affirmed on ____ day of _____, 20__

Partnership Firm (Partners)

Proprietorship firm (Proprietor)

(Authorized Signatory)

Name: Mr.-----

Designation: Company