

Sahara India TV Network

Reference Inter- Connect Order (RIO for distribution of services /Channels through cable network via Analogue mode only)

ARTICLE 1

DEFINITIONS AND INTERPETATIONS:

1.1 In this Agreement, unless the context otherwise requires , the following words shall have the meaning ascribed there to when used in capitalized form elsewhere in this Agreement :

- (a) **“Agreement”** means this subscription Agreement together with its Schedules/Annexures as may be amended from time to time.
- (b) **“Area”** means as filled in subscription form.

Schedule II. AREA(s) Served/proposed to be served :
Distribution System(s) (List Attached)

- A) Areas authorized for distribution of Service (Attach extra Sheet, if required).

- B) The subscriber is authorized to distribute the services only in the above- mentioned area.
- C) The Subscriber is authorized to distribute services only to the Individual Customers/Households and not to the any Commercial establishments which include hotels and restaurants and any Public Viewing Area.
- D) Any defaults in compliance of above terms shall constitute a material beach.

- (c) **“Billing Cycle”**: means the period commencing from the Start date/1st day of every month /quarter/year and ending on the last day of such month/quarter/year (as the case may be) for which the subscriber is required/facilitated to make the payment as per the terms of agreement
- (d) **“Cable Network”**: means any system consisting of a set of closed transmission paths and associated with signal generation, control and distribution equipment, designed to provide cable service for reception by multiple Customers (Households)
- (e) **“Cable Service”** means the transmission by the cables of the programs including re-transmission by cables of any broadcast television signals.
- (f) **“Commercial Customer”**: includes who put, employ or install any device/joint to access the service or any part thereof through the Subscriber’s television distribution system and includes in-putters /jointers/sub cable operators/Sub Subscriber by whatever name called and for whom, for the purpose of this agreement, the Subscriber shall be deemed acting as Principal.
- (g) **“Commercial Establishments”**: includes the establishments which avails/subscribes the service for the purpose of further distribution/ transmission of the same as part of its integrated services to the main services to its customers/employees and/or to use the same for its own members, which inter-alia includes hotels ,guest houses, lodges, pubs, bars. Clubs, hospitals, banks, offices and factories etc.
- (h) **“Customer”**: means individual customers /households including the Commercial Customers but excluding the Commercial establishments to whom the cable connections are supplied or channels/services are provided by the Subscribers in analogue mode.
- (i) **“Channels”**: means such satellite based television channels which in sole discretion of Company, shall comprise, be telecast and distributed as part of the services.
- (j) **“Company”**: shall have the meaning set forth in the description of Parties to this agreement.
- (k) **“Expiry Date”**: means the date, which is (1) one year from the Start date or up to 31st March of 200_, whichever is earlier.
- (l) **“IRD(s)”**: means company approved and/or owned device(s) that is able to receive or decode the Service;

- (m) **“Intellectual Property Rights”**: means all the intellectual property rights owned and licensed to at present or in the future to be owned by and licensed to the Company and or the or the channel or the services owners including but not limited any patent, copyright, trade name, or service mark, any application to register any of the aforementioned rights, any right in the nature of the aforementioned rights, trade secrets, rights of attribution, integrity and similarly afforded “moral rights,” rights in unpatented know-how, inventions and technology, and any other intellectual or propriety rights of any nature whatsoever in any part of the world, which belongs to Company and or its associate/Group Companies.
- (n) **“Material Breach”**: includes event of non payment or part payment as per the terms of this agreement, providing untrue statement & warranties, under disclosure or wrong disclosure of subscription base, non providing the List of Subscribers, change of location of IRDs by subscribers, distribution of services in unauthorized Area(s), Piracy, provision of services by the subscriber in any other mode accept analogue mode and any other breach affecting the company business adversely including but not limited to the non-compliance of any statues.
- (o) **“Notice”**: means a written communication by one party to the other party or parities, as the case may be, issued pursuant hereunder that is properly addressed to the Notice address of the other party and hand delivered, delivered by courier or pre paid registered postage, Fax or emails.
- (p) **“Notice Address”**: means unless such is amended by any party by notice to take effect after the receipt of such notice by the recipient party, the address of the office as set forth in the agreement.
- (q) **“Payment period”**: means the period commencing from the start date and ending on the last day of the Billing Cycle period to which Subscription Fee relates during which the Subscriber makes the payment of the subscription fee to the company in accordance hereof;
- (r) **“Premises”**: means the location set out in the subscriber data form at which the IRD(s) are to be housed and used in accordance with the provisions hereof;
- (s) **“Services”**: means the channel service(s) of the company, to which the subscriber has subscribed for further distribution to

- its customer in analogue mode only in accordance with provisions here of details whereof are set out in the Subscriber Application / Data Form.
- (t) **“Start Date”**: means _____ day of _____ 200__
 - (u) **“Subscribers”**: shall have the meaning set forth the description of the parties, and who in terms of and subject to the provision hereof, is authorized by the company to receive the service for the purpose of its instant redistribution to the customers.
 - (v) **“Subscriber Application Data Form”**: means the form set out in schedule I&II hereof containing the details and information regarding the subscriber the subscriber, the connectivity or numbers of customers of the subscribers , the service details and the subscription fee etc., and includes the subscription up- dation Form executed by the subscriber time to time .
 - (w) **“Subscription Fee/Charges”** means the price, as set out n the subscriber data form and all revisions thereof, payable by the subscriber to the company for subscription of the service during the payment period as may be amended or varied by the company from time to time.
 - (x) **“Term”**: the period starting from the start date and ending on the expiry date unless earlier determined in accordance hereof.
 - (y) **“Territory”** means the Area(s) as specified in the schedule –II of the subscriber Data/Application Form annexed herewith for which the subscriber is authorized to distribute the services in analogue mode.

Article 2 : SUBSCRIPTION RIGHT:

- 2.1 Subject to the provisions hereof and in consideration of the Subscriber’s payment of the Subscription Fees, the company grants to the subscriber, in analogue mode right during the payment Period, to distribute the Service in analogue mode through its Cable Network, in the Area as specified in Schedule – II attached to the agreement (which is duly executed by the Subscriber) for reception by the number of customers as declared by the Subscriber and mentioned in the Agreement, and whose complete list / particulars / details are required to be provided to the company by the Subscriber, as per the terms of this Agreement.

2.2 Subject to terms of this Agreement, the authorization and subscription rights given to the subscriber under this Agreement is confirmed to distribution of the Service by the Subscriber only in analogue mode through its Cable Network, in the specified authorized Territory / Area as mentioned in Schedule – II of Subscriber Application / Data Form and only to Customers in relation to whom the details have been provided by the Subscriber to the Company. This Agreement does not authorize or give the Subscriber any rights to:

- Provide the signal in the territory / Areas not authorized by the Company.
- Distribute the signals if the Services other than analogue mode from the head end of the Subscriber to the Customers.
- Distribute the signals to the Customer not declared by the Subscriber to the Company.
- Make any interference / insertion / blacking out / de-modulation with the Services.

2.3 The rights granted to the Subscriber under this Agreement specifically exclude the right of distribution of the channel /Service by any other means.

In case the Subscriber distributes the Services in the mode not authorized, it will amount to a material breach and the company shall be entitled to claim liquidated damages to the tune of Rs. One Crore without prejudice to any other rights available to the company.

All rights not specifically granted to the Subscriber in this Agreement shall remain with, and are reserved to the Company and may be fully utilized / exploited by the Company without any limitation.

2.4 Without Prejudice to the remaining provisions of this Agreement and the terms and conditions hereof, the Company reserves the rights:-

2.4.1 to commence or continue to provide the Service directly to other Subscribers and / or Customers and to appoint other Subscribers in the Area for the purpose of distributing the Service;

- 2.4.2 to vary the Subscription Fees (subject to provision of applicable statutes) after notifying such increase to the subscriber agrees to make the payment with the increased rate; and intimation of such increase in fee will be deemed to be sufficient compliance and consent on the part of both the parties.
- 2.4.3 To discontinue any channels which form part of the service, as Company shall think fit or by the withdrawal of Channels which the Company proposes to withdraw from the Service to the Subscriber and or the Customers; In the circumstance any channel is withdrawn from the package, the Subscription fee shall be adjusted accordingly.
- 2.5 In the event the Subscriber is desirous of increasing or adding the number of Channels to the Service, the subscriber shall request the company for the same and the Company may provide such additional channels in the service on such terms and conditions as it may deem fit. In such event the Subscription Fees shall be appropriately increased to cover the fee in respect of the additional Channels and the Subscriber shall be liable to pay such additional Subscription Fees.

Further in case Subscriber is desirous of providing the Service / Channel to more number of Customers than declared by the Subscriber in the Agreement, i.e. if there is any increase in number of subscribers to intimate the enhanced subscription base immediately and seek authorization from the company and pay the subscription fee on the increased base.

In case the Subscriber or the Company desire to amend the number of Customers, during the terms of this Agreement the party desiring for such a change is obliged to reason and accompanying evidence for the proposed change following which both the parties may verify the same and after being satisfied consider the new numbers and accordingly the agreement will be amended.

- 2.6 It is expressly agreed between the Parties that the Subscriber's right to receive and distribute the Service shall be conditional upon the performance by the Subscriber of all its obligations hereunder and mere possession of the IRD's shall not entitle the Subscriber to receive and or distribute the Service.

- 2.7 It is further expressly agreed between the Parties that the Services are provided solely on the basis of and in reliance upon the representation, warranties and declaration made by the Subscribers of its Subscription base which will be followed by a complete and true list of the name and addresses of all its Customer, sub – operators etc., along with the exact number of cable homes where services are provided by the Subscriber or his sub- subscribers operating under it, at the time of the execution of this agreement of this agreement and the company reserves its right to verify the said base, at any time, with or without notice to the Subscriber and will be entitled to charge the Subscription fee accordingly after notifying the same to the Subscriber.
- 2.8 In case the Subscriber collects IRD Boxes from the Company he will execute a separate agreement for collecting the IRD boxes and pay the fee as per the said agreement. It is hereby agreed that unless the IRD boxes are returned to the Company at the time of termination / expiration of the Agreement or otherwise; the Subscriber shall be bound to make the payment of Subscription charges till the date IRD boxes are returned to the Company.
- 2.9 In case the Service of the Subscriber is de-activated due to any breach /default of the Subscriber, the Subscriber is required to pay the cost of all the process of the deactivating the Services of the Subscriber.

Article 3: OBLIGATIONS OF THE SUBSCRIBER

Subscriber agrees and consents with the Company to comply with and adhere to the provisions of this agreement particularly the following, throughout the Term:-

3.1 Reception and Distribution of the Service

At its expense and cost, to receive and arrange to be received the Service, only from the designated satellites and from the designated equipments and mode as specified by the company, and to ensure reception and distribution of the service on a separate, dedicated network for reception by the Customers. Further, the Subscriber has to ensure the distribution of the Service in analogue mode only through its Cable Network and must not distribute in any other mode.

3.2 Approvals and Licenses

As its sole cost and expenses, to obtain all licences, approvals, authorization, permissions, registrations and permits and necessary for receiving and distributing the service and for performance by the Subscriber of its obligations hereunder.

3.3 Continuous and Quality Transmission

To maintain a high quality of Signals Transmission for the Service without any disturbances and disruptions or interruptions.

The Subscriber agrees and undertakes that it shall ensure continuous distribution of the Service (in its entirety) during its telecast by it and / or its commercial Customer(S), in the same manner as it is received without any further de-modulation of the signals of the Services and without blacking it out or increasing with the Services or signals in any manner whatsoever.

3.4 Restricted Transmission

- The Subscriber is authorized to supply the services only in analogue mode.
- The Subscriber is authorized to distribute the services only to such numbers and customers whose details have been disclosed to the Company as per the terms of this agreement.
- The Subscriber is authorized to supply the services only to such numbers and Customers whose details have been disclosed to the Subscriber is also authorized the Company as per the terms of this Agreement.
- The Subscriber is also authorized to appoint its Commercial Customers (Sub-subscriber) with an intimation to the company and by giving their details (i.e. their name and addresses and their connectivity) and Subscription charges accordingly.
- The said sub subscriber / commercial customers will be deemed to be an agent of the Subscriber and all the terms and conditions of this agreement will be binding upon such Sub Subscriber.

- The Subscriber shall be responsible for deed, acts and action of such Sub Subscriber / commercial Customers.

3.5 Prompt Payments

To make the payment as per clause 4 of this Agreement.

3.6 Non Transfer of IRD(s)

- (a) Except in accordance with the provisions hereof, not to transfer, temper, alienate or part with possession of the IRD(s) to and in favour of any third party or any other place as mentioned in this Agreement (It is clarified that the address of the Subscriber will be deemed to be the place of installation of IRD boxes) and any transfer of IRD(s) without the prior written approval of the company shall be illegal and impermissible; and
- (b) Not to change the location of keeping IRDs / Viewing Card without the prior written approval of the Company.
- (c) In case the IRD Boxes are transferred to any other location different from the address mentioned in Schedule I of the Agreement, and / or transfers/ alienated to any other person without written approval of the Company it will be in contravention to the terms of this agreement and will amount to be a material breach. In such situation the distribution of the Service will be deemed as without authorization by giving two days notice or the notice as specified by the applicable statute / regulation, to the Subscriber as the signals of the Services will be de-activated without prejudice to any other rights of the Company.
- (d) It is agreed and clarified that mere intimation by the Subscriber for any event as mentioned in clause 3.6 (a) to (c) will not be deemed as compliance of this clause, the transfer will take place only on written approval of the Company.

3.7 Event / Programming Options

That the Company and or the owners of the Channels shall have the sole and exclusive right and privilege to determine which program, advertisements, messengers and content and the like which shall be included in the Service. The said programs etc. can be withdrawn at any time by the owners of the channels without any prior notice to the Subscriber. The Subscriber shall distribute the channels in its entirety as and in the same manner as it is delivered by the Company, without

any addition, deletion, de-modulation, turning around, modification or variation in the Services or signals thereof, whatsoever. In case the channels are not distributed as per the terms of this clause, the Subscriber shall be liable to pay a liquidated damages minimum of Rs. 5 lacs apart from paying the actual revenue earned by the subscriber on such disruptions and without prejudice to any other rights of the Company.

3.8 Records and Accounts

To keep proper and up-to-date books of account and records showing all transactions relating to the Service and, in particular;

- 3.8.1 name and address, billing and payment and other details of all the Customers including the channels being subscribed by the Customers;
- 3.8.2 name and address, and other details of all Commercial Customers (sub-operators/cable operators) alongwith their subscriber base including the subscriber details of their Customers.
- 3.8.3 Any other reports/Records and details as advised by the Company from time to time and
- 3.8.4 Send a copy of the same to the company within five days after expiry of every month and also send a copy of the same on demand of the Company. In the event the Subscriber fails to provide the monthly report to the Company, such non-compliance will be deemed as a material breach and the Company may deactivate the Services of the Subscriber as per the applicable statute or terminate the agreement as per the terms of this Agreement, without prejudice to any other rights available to the Company.

3.9 Access to Records

- 3.9.1 to make available to the Company, during the term and for a period of two years after the termination/expiry of this Agreement, any books of account, records, reports, returns and other information relating to the Service, IRD(s) or the Customers as the Company may require and
- 3.9.2 to allow the authorized officers, employees or representatives of the Company to have access to any books and records of the kinds referred to in Article 3.7 and to take such copies of them as they may require.

Provided however that neither Company's acceptance of any such information, nor company's inspection or audit of the Subscriber's

records or accounts will prevent the Company from later disputing the accuracy of completeness of any payment made to the Company or information supplied.

3.10 Protection of Intellectual Property

- 3.10.1 Not to cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so;
- 3.10.2 Not to interfere with the Services/signals of the Services of the Company which includes any insertion or deletion in any material or mark in the Services, turning around, demodulation of the Services and signals thereof.
- 3.10.3 To distribute the Service in its entirety and in the same manner without, blacking out and/or interfering with the signals of the Services.
- 3.10.4 To notify the Company of any suspected infringement of the Intellectual Property;
- 3.10.5 To extend all co-operation as may be required by the Company for taking necessary action against such infringement.
- 3.10.6 To compensate the company or the owners of the Channel(s) for any use by the Subscriber of the Intellectual property otherwise than in accordance with this Agreement;
- 3.10.7 To indemnify the Company for any liability incurred to third parties for any use of the Intellectual Property otherwise than in accordance with this Agreement
- 3.10.8 On the expiry or termination of this Agreement forthwith to cease to use the Intellectual Property save as expressly authorized by the Company in writing;
- 3.10.9 Not to apply for registration of the Trade Name as a trade name/mark in its own name and not to interfere with the same in any manner.
- 3.10.10 Not to tamper with any markings or nameplates or other indication of the source of origin of the Channels or the Service which may be placed by Company or the owners of the Channel(s);
- 3.10.11 Not to use any name or mark similar to or capable of being confused with the trade Name or the mark of the Company;
- 3.10.12 Not to remove any name or mark including fingerprinting from the Services of the Company.
- 3.10.13 To use its best efforts to promote awareness of the Service among its Customers and potential customers;

- 3.10.14 Not to acquire or claim any proprietary rights in the Intellectual Property;
- 3.10.15 To keep as confidential and not publish or disseminate terms of this agreement and existence thereof, any material / information which violates any conditions imposed by the company or its program suppliers and disclosed to the Subscriber by the Company for purpose of this Agreement, without the prior written consent of the Company.

3.11 Details of Subscription Base

- 3.11.1 The Subscribers shall provide a complete and true list of the name and addresses of all its Customers and Commercial Customers and their Customers, along with the exact number of cable homes where services are provided by the Subscriber and/or his Commercial Customers/ Sub-Subscribers operating under it, at the time of execution this Agreement and from time to time as per the terms of this Agreement. It is agreed between the parties that in case on any change in the number of households or ultimate consumers/Customers serviced by the Subscriber (directly or through Commercial Customers), he shall promptly inform the same to the Company.
- 3.11.2 The Subscriber shall also provide a list of each location within the area to which he or his Commercial Customers is providing the Channel services including each dwelling at the time of execution of the agreement and any changes therein immediately and also at the end of every month.
- 3.11.3 The Subscribers shall honestly and truthfully declare the number of its Customers any any under-declaration or mis-declaration of the number of subscribers would result in distribution of Services in any unauthorized manner to undeclared Customers and the Company is entitled to deactivate the Services/terminate the agreement by giving two days notice or the notice as per the applicable Statute/Regulations.

3.12 TRANSFER / ASSIGNMENT OF SERVICES

Except in accordance with the provisions hereof, not to transfer/assign its network and/or agreed Area (as mentioned in this Agreement) or part thereof to any other Subscriber/network without the prior writer approval of the Company and any such transfer/assignment shall be illegal, without authorization and impermissible.

It is further agreed that the Subscriber shall distribute the Service only in the agreed Area and in case the distribution of Service beyond the agreed area will require written authorization/approval of the Company and the distribution of Service beyond the agreed area without authorization will be deemed as illegal and unauthorized distribution.

It is clarified that for abovesaid transfer/assignment and/or extension of distribution of Services in other Area a written approval of Company is required and mere intimation by the Subscriber for any such transfer/extension will not be deemed as consent of the Company.

If the Company has consented to such transfer under the provisions hereof; a separate Agreement will be executed with the new party and this Agreement will be deemed to be terminated from the date of execution of new Agreement. The Company shall have the right to vary the Subscription Fee payable by such third party. In any event, the transferee shall also pay and the Subscriber shall cause the transferee to pay to the Company for minimum number of Customers as the Subscriber is or was paying at the time of transferring the Services to the third party transferee.

Article 4 : PAYMENT OF SUBSCRIPTION FEE

- 4.1 In consideration for provision of the Service and the other rights granted hereunder, Subscriber shall pay to the Company the Subscription Fees commencing from the Start Date and until the end of the Term of this Agreement in advance.
- 4.2 For the purposes of payment by Subscriber of the Subscription Fees, Subscriber shall make the payment in advance for the complete term of this agreement, however the company may facilitate the subscriber, to make the payment in certain installments as specified in the annexed application form under the column "Billing Cycle". The subscribers shall within Three Business Days of the payment period/billing cycle remit due payment to the Company. It is expressly agreed between the Parties that the Subscriber shall be liable to pay the Subscription Fees irrespective of the fact whether the dispatched invoices (by the Company) are received by the Subscriber or not.
- 4.3 The Subscription Fees shall be paid by the subscriber to the company by way of subscription pricing policy fro time to time and as per the

provisions of applicable statute. Upon such revision, the Subscriber shall agree to pay the revised Subscription Fee.

If the payment of any demand, draft tendered by the Subscriber, is dishonestly or not approved for any reason, the Subscriber shall pay to the company a default fee in such amount as may be decided by the Company from time to time, the same is without prejudice to the rights available in the Company as per the terms of this Agreement and in accordance with the applicable statute. It is further agreed between the Parties that the Subscriber shall not without the prior written consent of the Company change the terms or mode of payment of Subscription Fees.

- 4.4 All payments including the Subscription Fee as mentioned in the Schedule I of the Subscription Agreement / Data Form are payable by the Subscriber to the Company hereunder, shall be paid net of (z) all taxes or levies; (b) any bank of transfer or similar fees or charges and the liability of all taxes including the Service tax, payments or charges shall be solely of the Subscriber.
- 4.5 In the event that Company comes to know that, the number of customers who are receiving the Service are much more than the number of Customers as set out in the Subscriber application / Data Form, the Company may at its sole discretion and upon notice to the Subscriber, increase the Subscription Fees in accordance with the provisions hereof, without raising any dispute in this regard, unless he proves, within five days from the demand made by the Company, that such increase in subscriber fee demanded by the company is based on wrong information / assumption.
- 4.6 The Subscriber agrees to make the payment on due dates and in case of any revision of the subscription fee, the subscriber agrees to pay the revised subscription charges without any dispute immediate effect, even if he has already made the payment of the entire amount of the Subscription Fees upfront / in advance in full at the time of execution of the Agreement and, which was applicable at the time of execution of the Contract, the Subscriber agrees and undertakes to pay the differential amount of the Subscription Fees on a pro rata basis, from the effective day of such revision, within a period of five days from the date of such revision, failing which the services of the Subscriber shall be liable for deactivation.

4.7 The Subscriber shall be responsible for payment of all taxes including Service Tax, levies and charges imposed by or under the Statute, law regulation, or administrative procedure relating to the Services or in respect of them.

4.8 If the Subscription Fees, or any other charges as specified in this agreement or any other agreement executed in this connection, is not paid by the subscribers on due date, the Company may take any or all of following recourse without prejudice to any other rights :

- switches off the IRD(s) boxes by giving seven days notice or the notice as specified by the provisions of applicable Statute/regulation, if any, and / or
- terminate this Agreement, by giving seven days notice or the notice as specified by the provisions of applicable Statute/Regulation, if any, and take back possession of the IRD(s)
- charge an interest of 18% p.a. @, compounded monthly from the date such amounts became due until they are fully and actually paid.

Upon disconnection of the Service, whether accompanied by termination or not, all sums due and payable by the Subscriber to the Company shall forthwith become and remain due and payable.

Provided however, the Company may at its discretion, waive its right to disconnect the Service/ terminate this Agreement, upon such terms and conditions as the Company may deem fit and proper, which shall, *inter-alia*, include the receipt by the Company (a) of the entire arrears of Subscription Fees and other charges due and payable by the Subscriber under the terms of this Agreement, together with interest accrued thereon at the rate of one and one half percent per month from the date such amounts became due and payable until they are fully paid; and (b) the re-connection charges as may be decided by the Company.

4.9 In case the services were de-activated as per the clause 4.9 of the agreement and are subsequently re-activated on fulfillment of the obligations by the Subscriber, the Subscriber will in any case be liable to pay Subscription Fees for the period during which the Services are

or were suspended, in case the company has not appointed any other subscriber in such area.

- 4.10 In case the Company is required to incur any cost for de-activating the Services of the Subscriber (due to breach committed by the Subscriber), the same shall be re-imbursed by the Subscriber to the Company without raising any dispute.
- 4.11 If the subscriber wishes to transfer the Service to or in favour of any third party and the Company has consented to such transfer under the provisions hereof, the Company shall have the right to vary the Subscription Fee payable by such third party. In any event, the transferee shall also pay and the Subscriber shall cause the transferee to pay to the Company for minimum number of Customers as the Subscriber is or was paying at the time of transferring the Service to the third party transferee.
- 4.12 The Subscription fee is payable in advance, at the time of signing of the Agreement, for the period of the agreement, however the Subscribers may be facilitated, at the sole discretion of the company, to make the payment on monthly/quarterly basis and fix up such payment period for any specific period as may be mutually decided. In such a case the due date of payment will be 7th day of each month/quarter.

5. COMMERCIAL CUSTOMERS

- A) The Subscriber shall at all times ensure that the Individual Customers (Household) shall not:-
- (i) sell or make any charge for viewing or in any manner commercially exploit the Service or any part of it;
 - (ii) reproduce or redistribute free or for a charge or re-sell by any means or make any recording of the Service or any part of it except for the Individual Customer's own personal use; or
 - (iii) allow any third person to reproduce, redistribute free or for a charge, resell the Service or any part of it.
- B) In respect of the Commercial Customers, the Subscriber shall ensure that:-
- (i) the Commercial Customer is in compliance and shall comply with of all the terms of this Agreement and all the statutory and regulatory aspects including those pertaining running the network and laying cable in that area and has obtained all applicable licenses and permissions from appropriate authorities valid for conducting its business;

- (ii) the information set out in the Subscriber Data Form and in the monthly report and representation made by the Subscriber as per the terms of this agreement, specially with respect to number of customers;sub-operators/jointers/inputs and its connectivity is true, accurate and correct and in the event that any of such information or declaration is found to be inaccurate or incorrect the Company shall be free to suspend the Services by giving prior notice and without any liability whatsoever and charge the requisite difference of subscription fee from the Subscriber for the period of continuance of past service to the Commercial Customer.
- (iii) The Commercial Customer does not misuse the Service hereunder provided and or use the Service in any manner contrary to the provisions of this Agreement.
- (iv) The Commercial Customer shall notify the Company of (a) any change in customer information as and when the change occurs; (b) any change in the number of customers resulting from the Commercial Customer's purchase of or merger with any other television distribution system or, for any other reason.
- (v) The Commercial Customer has the appropriate network, good and paying subscriber/customer base, necessary infrastructure including office, support staff and equipment for running the cable operations smoothly and efficiently and discharging its entire obligations under this Agreement.
- (vi) The Commercial Customer has been appointed hereunder based among others, on the above mentioned express representations and its confirmation that this agreement and the payments to be made hereunder and the obligations to be discharged are for the definite minimum term provided in Agreement.
- (vii) The Commercial Customer shall neither itself nor authorizes others to copy, tape, record or otherwise reproduce any part of the Service, without the Company's prior written authorization. It shall not copy, tape, or record any programs or re-sale or sub-license and shall immediately notify the Company of any unauthorized copying/taping/recording or use of any part of the Services and shall fully co-operate with all request by the Company to take such steps as are reasonable and appropriate to cause such activities to cease. It shall not distribute or exhibit or authorize, license or permit the distribution or execution of, the Service by any means or device now known or hereafter devices, other than throughout the distribution systems listed in the Agreement in accordance with

the terms of this Agreement and shall not without Company's prior written consent, add any distribution systems to this Agreement or distribute the Service via any distribution system or medium not covered by this Agreement.

- (viii) The Commercial Customer shall distribute the services in accordance with the terms and spirit of this agreement and all the obligation applicable to the Subscriber towards the Company will be deemed to be applicable to the Commercial Customer.
- C) In the case of Commercial Customers, if the Company becomes aware that the number of customers and/or its connectivity is more than what is disclosed by the Subscriber, prior to the Start Date, the Company may give the Subscriber notice of revised Subscription Fee payable during the Payment Period and the Subscriber shall be liable to pay such revised Subscription Fee to the Company. In such an event, the Company may charge the Subscriber an audit fee for carrying out any investigation required to ascertain the number of customers or connectivity and or ascertaining the revised Subscription Fee payable by the Subscriber.

Article 6 : TERM

- 6.1 Unless terminated prior thereto in accordance with the provisions hereof, the rights and obligations of Parties under this Agreement shall commence from Start Date and shall remain in force till Expiry Date. ("Initial Period").
- 6.2 In the event that the Subscriber is desirous of extending the term of this Agreement beyond its Initial Period, it shall give the Company a minimum of two (2) months written notice prior to the expiration of the Initial Period of its intention to renewing/EXTEND the term in which event the parties shall negotiate in good faith the terms and conditions which shall apply in respect of any such extended term. All such extension shall be to a maximum period of one (1) year only. If Parties fail to arrive at or agree on the terms of the extension within the Initial Period, this Agreement shall expire at the end of the Initial Period.

Provided that if the negotiations for renewal of the interconnection agreement continue beyond the due date of expiry of the existing agreement then the terms and conditions of the existing agreement shall continue to apply till a new agreement is reached or for the next

three months from the date of the original agreement, whichever is earlier. However, once the parties reach an agreement, the new commercial terms shall become applicable from the date of expiry of the original agreement.

Provided further that if the parties are not able to arrive at a mutually acceptable new agreement, then any party may disconnect the retransmission of TV channel signals at any time after the expiry of the original agreement after giving notice in pursuance to the applicable Statute. The commercial terms of the original agreement shall apply till the date of disconnection of signals.

6.3 In case no new agreement is executed by the parties after expiry of this agreement or the terms are not extended- the services, if continued to be provided by the Company by inadvertence, (even if the invoices/and or receipt of the payment are issued) will be deemed to be provided on monthly basis and can be withdrawn by giving appropriate notice to the Subscriber as per the applicable Statute.

Article 7 : TERMINATION

7.1 Unless caused by a breach by the Party claiming to be an Aggrieved Party hereunder, (the 'Aggrieved Party') may issue a Notice of default to the other ('Defaulting Party') upon the occurrence of any of the following events:

- (a) the breach by the Defaulting Party of any obligation or covenant under this Agreement;
- (b) except for the purposes of amalgamation, consolidation or reorganization, the occurrence of any of the following events:
 - (i) the approval of a resolution of the shareholders of the Defaulting Party for the winding up of the Company, or (ii) the issuance by any court of an order winding up the company; provided that such amalgamation, consolidation or reorganization does not affect the ability of the amalgamated, consolidated or reorganized entity, as the case may be, to perform its obligations hereunder; or
- (c) the declaration of insolvency or the appointment of a liquidator in a proceeding for the winding up of the Defaulting Party after

lawful notification and due hearing, which declaration or appointment has not been set aside or stayed within sixty days thereof.

- 7.2 A Notice of default pursuant to Article 7.1 (b) or (c) shall operate to forthwith terminate this Agreement. All Notices served pursuant to Article 7.1 (a) hereof shall requiring the Defaulting Party to Cure the breach within three days of the date of the notice sent to the Defaulting Party.
- 7.3 If a Notice of Default has been issued pursuant t Article 7.1 (a) and the Defaulting Party has not undertaken and completed a Cure within the period specified in Article 7.2 hereof, the Aggrieved Party shall have the right but not the obligation, at its sole discretion, to record the termination of this Agreement and / or deactivate the Service of the Subscriber as per the applicable Statute.
- 7.4 Where this Agreement has been terminated pursuant to this Article, the Company shall have the right but not the obligation, at its sole discretion to:
- (a) Proceed to enforce and protect its rights or recover any amounts due and payable to it prior to termination; and
 - (b) Enforce its rights to recover damages, costs and other relief to which it may be entitled under the Applicable Laws
- 7.5 The agreement can be terminated by giving one month notice by either party to the other party or by paying one month service charges in lieu of such notice.
- 7.6 In case the subscription charges are not received for any period as per the terms of this agreement, the agreement will be deemed as material breach of the terms of this Agreement.

Article 8 : EFFECT OF TERMINATION

- 8.1 Upon expiration of this Agreeemtn or termination of this Agreeemtn pursuant to, except as provided hereunder, or by the operation of law or otherwise,
- (a) All rights granted to and obligations undertaken by, the Parties hereunder shall terminate immediately except:
 - (i) Subscriber's obligations to pay all amounts or Subscription Fees or other dues including damages, if any, accrued hereunder upon or

- prior to the expiration or termination of this Agreement; and
- (ii) Subscriber's indemnity obligations under Article 8 hereof; and
 - (iii) Subscriber's confidentiality obligations under Article 3 hereof; and
 - (iv) Such other rights as may accrue upon the Company under the laws of India.
- (b) The Subscriber shall forthwith:-
- (i) Cease to use the Intellectual Property and to sign such confirmation of cessation of use of Intellectual Property as Company may require;
 - (ii) Cease to provide or distribute the Service to the Customers;
 - (iii) Return back to the Company the IRD(s) in the same conditions as it were made available to the Subscriber subject to normal wear and tear, failing of which Subscription Charges has to be paid the Subscriber till the date of return without prejudice to any other rights available to the Company.

8.2 The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either parties under this Agreement.

Article 9 : DISCRETION OF THE COMPANY UPON TERMINATION

- 9.1 In order to terminate this Agreement and discontinue the Service under the provisions hereof:-
- (a) The Company may invalidate the IRD(s) supplied to the Subscriber, and the Subscriber will be prohibited from receiving or otherwise dealing with the Service during the remainder of the Payment Period; and
 - (b) The Company otherwise will not be under any obligation to refund any money paid by the Subscriber in relation to any of the Payments Period. In case of termination of the agreement for good, the payment, if received in advance, may be returned proportionately after deducting the dues from the subscriber, if any.
- 9.2 Upon the termination of this Agreement, the Company may at its sole discretion revive this agreement and reconnect the Service subject to such terms and conditions as are deemed fit by the Company. The said reconnection of the Service and revival of the agreement shall be subject to the payment of such arrears of charges and the reconnection

charges, as applicable from time to time, as well as payment of an amount to be decided by the Company at its discretion, as an advance of the future Subscription Fee payable by the Subscriber.

Article 10 : GENERAL

10.1 Amendment

No amendment to this Agreement will be valid unless confirmed by an Authorised representative of the Company. The Company may amend this Agreement or the Rules by written notice to the Subscriber from time to time and the Subscriber shall be bound by the terms of all such amendments.

10.2 Reservation of rights

All rights not specifically and expressly granted to the Subscriber by this Agreement are reserved to Company. Further, Company reserves the following rights notwithstanding anything to the contrary contained in this Agreement:

- 10.2.1 To decline any order or to submit any quotation or tender on any inquiry transmitted to Company by the Subscriber;
- 10.2.2 To continue to sell and supply the Service direct to customers in the Territory;
- 10.2.3 In the event of any delay in payment by the Subscriber to Company of any money due to Company to cease accepting orders from and the supply of the services to the Subscriber or any of its Customers.

10.3 Receipt

The receipt of money by the Company shall not prevent either of them from questioning the correctness of any statement in respect of any money.

10.4 Force Majeure

Failure on the part of the Company to perform any of its obligations and the non provision of the Service, shall not entitle the Subscriber to raise any claim against the Company or be a breach hereunder 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 will be delayed, the period of such delay will not be counted on in computing

periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, governmental action, any order passed by any judicial and/or statutory authority, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of the Company that directly or indirectly hinders or prevents the Company from commencing or proceeding with consummation of the transactions contemplated hereby. 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 condition of Force Majeure shall continue for a period exceeding one (1) year, then 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 the thirtieth day after the notice is given.

10.5 Severance

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of Company it may be severed from this Agreement or the remaining provisions of this Agreement shall remain in full force and effect unless Company in Company's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event Company shall be entitled to terminate this Agreement by 30 days' notice to the Subscriber and the provisions of this agreement shall apply accordingly.

10.6 Whole Agreement

The Subscriber acknowledges that this Agreement contain[s] the whole agreement between the parties and it has not relied upon any oral or written representations made to it by Company or its employees or agents and has made its own independent investigations into all matters relevant to the Business.

10.7 Supersedes prior agreements

This Agreement supersedes any prior agreement/arrangements, between the

parties with respect to distribution of Service by the Subscriber, whether written or oral and any such prior agreements/arrangements are cancelled as at the Commencement Date but without prejudice to any rights, which have already accrued to either of the parties.

10.8 Discretion

No decision exercise of discretion judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be deemed to have been made by Company except if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement.

10.9 Change of address

Each of the parties shall give notice to the other of change of acquisition of any address or telephone telex or similar number as soon as practicable and in any event within 48 hours of such change or acquisition.

10.10 Notices

Any Notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post or by telex/Fax/E-mail at the Notice Address and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by telex/Fax or by electronic mail to the correct telex number (with correct answerback) of the addressee.

10.11 Joint and several

All the agreements on the part of either of the parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the parties.

10.12 No partnership

The parties are not partners or joint venturers nor is the Subscriber able to act as agent of Company. The relationship between the Company and the subscribers is "Principal to Principal". The Subscribers shall not attempt to incur any liability on behalf of the Company and shall not hold itself out to any third party as being able to do so.

10.13 Assignment

The rights and obligations of the Authorised Subscriber under this Agreement are personal. The Subscriber shall not attempt to assign or otherwise deal with them without the prior written consent of the Company. The Authorised Subscriber shall not sub-contact its obligation under this Agreement without prior written consent of the Company. Provided however that Agreement and all rights under it may be assigned or transferred by Company to any third party at its sole discretion without taking any consent or approval of the Subscriber, in case the interest of the Subscriber is not affected.

10.14 Waiver

The failure by Company to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

10.15 Proper Law, Jurisdiction And Dispute Resolution

10.15.1 This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

10.15.2 All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement, shall be finally decided by TDSAT only.

11. Preliminary Requirement

A) The Subscriber is required :

- (i) To complete a preliminary Application attached herewith as Annexure 'A' and submit the same alongwith the documents specified in Annexure 'B' below.
- (ii) The Subscriber is also required to furnish list of Customers being served b y directly and through Commercial Customers attached to it.
- (iii) The Subscriber would need to furnish a list of the link-operators/sub-operators along with their subscriber details (for

subscribers indirectly being served by the Affiliate)

It is clarified that compliance of preliminary requirements does not guarantee grant of consent for authorization to distribute the Services. If found eligible, after scrutiny of the documents/information provided by the Subscriber, the Company subject to reaching an agreement on the other matters, agree to provide the signals of its channels/services to the Affiliate either directly or through its agent/intermediary.

B) Registration

The Subscriber would need to mandatorily produce a copy of the valid registration certificate under the Cable Television Networks (Regulation) Act, 1995 for running a cable television network and also need to undertake that the registration certificated would be renewed before it is expired.

C) Agreement

Subject to preliminary requirements specified above and in the event the Company decides to authorize to the Subscriber to distribute the Services, the Subscriber will have to execute the Standard Agreement which is a sine-qua-non for authorization for subscribing the Services for further distribution of the same and would govern the relationship between both the parties.

Signed by [on behalf of] Company

Signed by [on behalf of] Subscriber

Name _____

Name _____

Address

Address

Witness

Witness

Name

Name

Address

Address