

**REFERENCE INTERCONNECT OFFER FOR
IPTV OPERATORS**

1.	Term	<p>AS mutually agreed between INX and the IPTV Operator subject to a minimum of One (1) Year from the date of signing of the AGREEMENT unless terminated earlier in accordance with the AGREEMENT.</p> <p>The Term of the AGREEMENT may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.</p> <p>Parties in good faith shall begin the process of negotiations for renewal of existing AGREEMENT at least two months before the due date of expiry of the existing Agreement.</p> <p>Provided that if the negotiations for renewal of 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 expiry 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.</p> <p>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 a three weeks notice. The commercial terms of the original AGREEMENT shall apply till the date of disconnection of signals.</p>
2.	Areas	<p>'Area' shall mean the services related to subscription to and distribution of INX Channels under this AGREEMENT for _____ only.</p>
3.	INX Channels	<p>9X & 9XM ("INX Channels")</p> <p>The channels under this AGREEMENT shall be transmitted continuously on the IPTV Operator's platform upon receipt of signal from INX without interruption, editing, interference or alteration, except as necessary to distribute the signals of the INX Channels as part of the digital distribution system (e.g., digitization, encryption, compression etc).</p>
4.	Rights	<p>a. INX Channels are being provided on non-exclusive basis for the Term.</p> <p>b. Except as specifically provided in the AGREEMENT, all rights to INX Channels and its contents are specifically reserved to INX, as appropriate,</p>

		<p>and may be freely exercised and exploited by it by any means and in any manner whatsoever.</p> <p>c. The IPTV Operator under this Agreement shall exclusively distribute INX Channels to Domestic Subscribers and Commercial Subscribers except forbearance category as under:</p> <ul style="list-style-type: none"> (i) hotels with rating of three star and above; (ii) heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India); (iii) any other hotel, motel, inn, and such other commercial establishment providing board and lodging and having fifty or more rooms; and (iv) In respect of programmes of such broadcaster, shown on the occasion of a special event for common viewing, at any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of fifty persons. <p>Parties may mutually agree to execute a separate AGREEMENT for Commercial Subscribers of forbearance category.</p> <p>d. It is clarified that the INX Channels are being provided by INX to the IPTV Operator solely on the basis of and in reliance of the representations, warranties and declarations made by it. If the IPTV Operator fails to adhere to its obligations mentioned in this AGREEMENT, it shall be deemed to have unauthorized access to the INX Channels and INX shall be entitled to terminate the AGREEMENT and disconnect/deactivate the INX Channels in addition to any other legal or equitable remedies available to it.</p> <p>e. Distribution permitted to STBs or other similar reception device expressly approved in writing in advance by INX. Mobile, broadband, PC, Internet, wireless, satellite and all other non television equivalent rights not granted herein are expressly withheld by INX.</p>
5.	Delivery and Security	<p>a. All INX Channels must be delivered by IPTV Operator to subscribers in a securely encrypted manner and without any alteration.</p> <p>b. The uplink specifications, satellite capacity and infrastructure allocated by IPTV Operator in respect of the broadcast signal of the INX Channels by IPTV Operator to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its IPTV platform.</p>
6.	Licence Fee	<p>a. For each month or part thereof during the Term of the AGREEMENT, the IPTV Operator shall pay to INX the Monthly Licence Fee which shall be the</p>

		<p>Rate multiplied by the Monthly Average Subscriber Level.</p> <p>b. The a-la-carte "Rate" per Subscriber is set out in Annexure A to this AGREEMENT. The rates mentioned in the Annexure A to this AGREEMENT, as referred to above, are exclusive of all taxes and levies.</p> <p>c. The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.</p> <p>d. For the purpose of calculation of the Monthly License Fee payable to INX, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of INX through the IPTV Operator.</p>
7.	Calculation of License Fee:	<p>a. If the IPTV Operator is providing the channels on ala carte basis to its IPTV subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure A multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.</p> <p>b. if the IPTV Operator does not offer such opted ala carte channel(s) as ala carte to its subscriber but offers the ala carte channel (s) in packages, then the payment to INX for each of the ala carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed.</p> <p>Payment of the License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.</p>
8.	Payment Terms	<p>a. The Monthly Licence Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the IPTV Operator by INX without any deduction except deduction of withholding tax/TDS as provided in this AGREEMENT.</p> <p>b. Within seven days of end of each month, the IPTV Operator shall provide opening, closing and average number of subscribers for that month, based on which INX shall raise an invoice on the IPTV Operator. In case the IPTV Operator fails to send the report within the said period of seven days, INX shall have the right to raise a provisional invoice and the IPTV Operator shall be under obligation to pay the license fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the IPTV Operator for the immediately preceding month. On receipt of the report from the IPTV Operator, the parties would conduct reconciliation between the provisional invoice raised by INX and the report sent by the IPTV Operator.</p>

		<p>c. The IPTV Operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the IPTV Operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 18%. The imposition and collection of interest on late payments does not constitute a waiver of the IPTV Operator's obligation to pay the License Fee by the Due Date, and INX shall retain all of its other rights and remedies under the AGREEMENT.</p> <p>d. All Licence Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at IPTV Operator's cost and will be charged at the prevailing rates by INX to the IPTV Operator.</p> <p>e. If payment of the Licence Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the IPTV Operator shall provide tax withholding certificates to INX within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p> <p>f. INX shall, supply or cause to supply the 'Integrated Receiver Decoder', on mutually acceptable basis.</p>
9.	Undertakings by the IPTV Operator	<p>a. The IPTV Operator provides an undertaking that it has all necessary licenses and permits / permissions required under the Applicable Law(s) for distributing the INX Channels. The IPTV Operator undertakes that it shall keep its License in full force at all times during the Term of the AGREEMENT. Where such License expires and is not renewed during the continuance of this AGREEMENT, INX shall be entitled to terminate this AGREEMENT.</p> <p>b. The IPTV Operator provides an undertaking that it has internal guidelines in place to comply with non-discriminatory access provisions specified by The Telecom Regulatory Authority of India (TRAI) in its Telecommunication (Broadcasting & Cable Services) Interconnection Regulation, 2004 and other relevant Regulations and Guidelines introduced by TRAI/ Government, from time to time;</p> <p>c. The Equipment, CAS and SMS used by the IPTV Operator shall comply with the following requirements at all times during the subsistence of this AGREEMENT:</p> <p>-</p> <p>i. The systems are capable of monitoring and printing historical data relating to subscriber activation, deactivation and reactivation, as the case may be;</p> <p>ii. CAS and SMS are integrated and any activation or de-activation is processed simultaneously through both systems;</p>

		<ul style="list-style-type: none"> iii. The SMS enables the location of each Set Top Box and Smart Card to be recorded; iv. The CAS and SMS are from a reputed, well-known organization, which is currently being used. v. Covert and visible fingerprinting to be supported by all Set Top Boxes which should be compatible for running fingerprinting whether operated by the IPTV Operator or by the Broadcaster.
10.	Obligations of the IPTV Operator	<ul style="list-style-type: none"> a. The IPTV Operator, shall, at its own cost and expense, cause the INX Channels to be received only from the designated satellite(s) as notified by INX from time to time. The IPTV Operator shall be responsible, at its sole cost and expense, for obtaining all Licenses and permits / permissions necessary for the foregoing. b. The IPTV Operator shall take all necessary action to prevent any unauthorized access to INX Channels in the Area and shall regularly obtain and provide to INX updated piracy reports. The IPTV Operator, will, at its own cost, take appropriate remedial actions to curb piracy. In the event the IPTV Operator fails to curb piracy, then INX shall be entitled to terminate the AGREEMENT and disconnect/deactivate the INX Channels in addition to any other legal or equitable remedies available to it. c. The IPTV Operator further undertakes that it shall not, either itself or through others, copy, tape or otherwise reproduce any part of the INX Channels. The IPTV Operator, further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify INX of any unauthorized copying, taping or use of any part of the INX Channels and shall fully cooperate with all requests by INX to take such steps as are reasonable and appropriate to cause such activities to cease. d. The IPTV Operator shall not misuse the INX Channels and shall not conceal/misrepresent the number and details of their Subscribers connected to its Distribution System(s) in the area. The IPTV Operator further confirms that it shall promptly inform INX in case of any change in the number of Subscribers. e. The IPTV Operator shall not remove or shift or allow to be removed or shifted, the Equipment from the installation address or allow anybody else to do the same, without the prior written permission of INX and shall indemnify INX against any damage, destruction, theft or loss of the Equipment. f. The IPTV Operator shall keep the Equipment in good and serviceable order and condition to the satisfaction of INX and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the

		<p>technical cell of INX in the event of any mechanical/ technical fault in the Equipment.</p> <p>g. The IPTV Operator shall not without the prior written permission of INX, extend its area of operation.</p> <p>h. The IPTV Operator agrees that it shall adhere to and strictly abide by the Regulations and Guidelines issued by the Ministry of Information & Broadcasting (MIB) and TRAI from time to time as well as any amendments thereto. The IPTV Operator acknowledges that it shall be deemed to have notice of any Regulations and Guidelines issued by MIB or TRAI, as and when the same are issued.</p> <p>i. The IPTV Operator is aware that INX is in the process of complying with the Regulations and Guidelines issued by TRAI. The IPTV Operator agrees that as a process of such compliance by INX, INX may issue additional terms and conditions to the AGREEMENT. The IPTV Operator further agrees to adhere to and abide by any such additional terms and conditions issued by INX to the IPTV Operator.</p> <p>j. The IPTV Operator shall comply with the specifications as are mentioned in Annexure C.</p> <p>k. The IPTV Operator shall keep accurate and complete records and accounts of billings of the Subscribers and all other matters, which pertain to its business. These records shall be made available to INX and/or, its representatives, on reasonable notice to the IPTV Operator, during the term of the AGREEMENT and for One (1) year after the termination or expiry of the AGREEMENT. The IPTV Operator undertakes to provide all assistance to INX for any such inspection, audit or survey, including but not limited to accompanying INX's Representative to visit the Subscribers' residence, providing all records and documents pertaining to billing of Subscribers and the like.</p>
11.	Representation and Warranties of The IPTV Operator	<p>The IPTV Operator undertakes, represents and warrants to INX as under:</p> <p>a. It has the requisite power and authority to enter into the AGREEMENT and to fully perform its obligations hereunder and it has not entered and shall not enter into any AGREEMENT that may conflict with its obligations under this AGREEMENT.</p> <p>b. It shall comply with all Laws and Regulations with respect to distribution of the INX Channels in terms of the AGREEMENT and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any applicable Law, Rules and Regulations or Government Orders including Entertainment Tax, Service Tax and Education Cess thereon, etc. in relation hereof.</p>

		<p>c. The IPTV Operator has further represented that it is not in breach of regulatory or contractual obligations to other service providers with whom it is connected.</p>
12.	Event/Programming Options	<p>a. The IPTV Operator agrees and undertakes to distribute the INX Channels in its entirety as and how it is delivered by INX, without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the INX Channels.</p> <p>Provided that IPTV Operator may use its watermark on INX Channels while distributing same through its platform.</p> <p>b. The IPTV Operator undertakes that it shall not do anything, which might tend to indicate that any television programme from any source other than the Channel forming part of the INX Channels under the AGREEMENT is a part of the INX Channels under the AGREEMENT. The IPTV Operator further undertakes that it shall not do any act that violates rights of Channels provided under the AGREEMENT and the rights of owners and producers of the programmes shown on these Channels.</p>
13.	Packaging	<p>The IPTV Operator shall at its sole discretion determine the packaging, marketing and retailing of the INX Channels to actual or potential subscribers and the terms on which subscribers may receive the INX Channels. In particular, the IPTV Operator shall, subject to the terms of this AGREEMENT, be entitled from time to time, in its discretion:</p> <p>a) to determine the retail price payable by subscribers and shall be entitled, without incurring any liability to the INX , to retain all sums received from subscribers;</p> <p>b) to change the packaging from time to time.</p> <p>Re-packaging rights shall be exercised in a manner so as not to target the Channels for discriminatory treatment vis-à-vis similar channels falling within the same genres and within the same package without prejudice to the Packaging Obligations.</p>
14.	EPG	<p>The IPTV Operator shall provide INX with its EPG policy. The IPTV Operator to give INX reasonable notice in advance of any proposed change to such EPG policy, and any such change shall be generally applicable to similarly situated providers of content on the IPTV Operator's Platform and shall not result in material additional cost or expense to INX.</p>

		<p>Logical Channel Numbers (LCN) proposed for INX Channels are:</p> <p>9X 9XM</p> <p>In the event of any change in the LCN, the IPTV Operator will provide at least three (3) months prior written notice to INX. All changes will be made in good faith without targeting the Channel(s) for discriminatory treatment vis-à-vis similar channels falling within the same genres.</p>
15.	Anti-Piracy	As per Annexure B.
16.	Termination	<ol style="list-style-type: none"> 1. Either Party has a right to terminate this AGREEMENT by a written notice, subject to applicable Law, to the other in the event of: <ol style="list-style-type: none"> (a) Material breach of this AGREEMENT by the other Party which has not been cured within thirty (30) days of being required in writing to do so; (b) The bankruptcy, insolvency or appointment of receiver over the assets of the other Party; (c) The IPTV licence or any other material licence necessary for IPTV Operator to operate its IPTV service being revoked at anytime other than due to the fault of IPTV Operator. 2. INX shall have the right to terminate this AGREEMENT by a written notice to IPTV Operator if : <ol style="list-style-type: none"> (a) IPTV Operator breaches any of the Anti Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or (b) INX discontinues the INX Channels with respect to all distributors in the Territory and provides IPTV Operator with at least ninety (90) days prior written notice. 3. IPTV Operator shall have the right to terminate this AGREEMENT on written notice to INX if IPTV Operator discontinues its IPTV business and provides at least ninety (90) days prior written notice. 4. This AGREEMENT shall automatically terminate by efflux of time i.e., on the completion of the Term. 5. INX may, terminate this AGREEMENT by giving written notice of Three (3) weeks to the other party. Upon the termination of this AGREEMENT, transmission of the INX Channels by the IPTV Operator shall be unauthorized and illegal and INX shall have the right to disconnect / deactivate the signals of the INX Channels. 6. INX shall have the right to disconnect / deactivate the transmission of

		<p>signals to the INX Channels and terminate this AGREEMENT subject to Applicable Laws and / or take any other action as may be appropriate, upon the occurrence of any of the following:</p> <p>(a) In the event of non-compliance of the Telecommunication (Broadcasting & Cable Services) Interconnect Regulations, 2009 dated 17 March 2009 (as amended from time to time) by the IPTV Operator;</p> <p>(b) If the IPTV Operator in any manner jeopardizes or interferes with INX's Intellectual Property Rights in the INX Channels or part thereof;</p> <p>7. INX's rights to terminate the AGREEMENT shall be without prejudice to INX's legal and equitable rights to any claims under the AGREEMENT, injunctive relief(s), damages, and other remedies available in law.</p> <p>8. Upon the termination of the AGREEMENT, the IPTV Operator shall promptly return the IRDs and the Viewing Card(s) and remote, where applicable, to INX or its duly authorized representative in a good working condition immediately upon the termination of the AGREEMENT.</p>
17.	Force Majeure	<p>If because of a Force Majeure Event, either party cannot perform its obligations for more than 60 days, then either party shall be entitled to terminate by giving Three (3) weeks written notice.</p> <p>"Force Majeure Event" means an event or cause beyond the reasonable control of the party claiming force majeure and not attributable to any default of that party including, but not limited to acts of government (including a suspension of either party's license to perform obligations hereunder except due to the fault of such party), war, Agreements, strikes, lock-out, fire, terrorism, acts of God or other natural catastrophes, but excluding any failure by the IPTV Operator to pay all or part of the License Fees for any reason.</p> <p>During any Force Majeure Event the obligations of each of the party's shall be temporarily suspended for such time that the Force Majeure Event continues.</p>
18.	Indemnification & Limitation on Liability	<p>Each Party shall indemnify, defend, and hold harmless the other Party and its parent, officers, directors, employees, and agents ("Indemnities") against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any breach by the indemnifying Party of any provision herein, including any failure to comply with the Law.</p> <p>The IPTV Operator shall indemnify, defend, and hold harmless INX , its affiliates and their respective officers, directors, employees, and agents against and from any</p>

		<p>and all third party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any content provided by the IPTV Operator, including the insertion of any advertisements or promos in the INX Channels by the IPTV Operator and any other advertising, marketing or promotional materials otherwise provided by the IPTV Operator.</p> <p>Neither Party shall be liable to the other for any indirect, special or consequential loss or damages arising under this AGREEMENT, except that each party is indemnified with respect to third party claims.</p>
19	Compliance	<p>The IPTV Operator shall obtain all necessary rights, consents, clearances and approvals required to comply with its own obligations and otherwise comply with the Laws applicable to it in complying with such obligations.</p> <p>The term "Law" shall mean all Applicable Statutes, Enactments, Acts of Legislation or Parliament, Laws, Ordinances, Rules, Bye-Laws, Regulations, Notifications, Guidelines, Policies, Directives and Orders of any Government, Statutory Authority, Tribunal, Board or Court in India including, without limitation the MIB and the TRAI .</p>
20	No Waiver	<p>No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.</p>
21.	Reports	<p>IPTV Operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).</p> <p>IPTV Operator shall provide to INX complete and accurate opening and closing subscriber monthly reports for the INX Channels and the tier and/or package containing the INX Channels within seven (7) days from the end of each month in the format provided by INX as Annexure D.</p> <p>Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each INX Channel and each package in which a INX Channel is included) and the Licence Fees payable to INX and shall be signed and attested by an officer of the IPTV Operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.</p>
22.	Audit	<p>INX's representatives shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the IPTV Operator relating to the Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to INX under the AGREEMENT,</p>

		<p>the information contained in Subscriber Reports and full compliance with the terms and conditions of the AGREEMENT. If such review and or audit reveals that additional fees are payable to INX, the IPTV Operator shall immediately pay such fees, as increased by the Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the IPTV Operator to be due for such period by two (2) percent or more, IPTV Operator shall pay all of INX's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.</p> <p>The IPTV Operator shall remain the sole owner and holder of all customer databases compiled by the IPTV Operator under the AGREEMENT.</p> <p>IPTV Operator will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:</p> <ul style="list-style-type: none"> (i) maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing; (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration; (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints; (iv) administering payments of any commission fees from time to time payable to the IPTV Operator's authorized agents for the sale to Subscribers of programming packages; (v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and (vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
23.	Governing Law and Dispute Resolution	<p>The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the AGREEMENT.</p>
24.	Confidentiality	<p>The parties agree that they will not disclose to any person or otherwise make use of any secrets or confidential information concerning the terms or subject matter of this AGREEMENT; and it will use all its reasonable endeavors to prevent the disclosure of any such secrets or confidential information by any third party.</p> <p><i>Provided</i>, however, that the parties may disclose confidential information to a third party, but only to the extent such confidential information is:</p> <ul style="list-style-type: none"> (i) already in the public domain or becomes available to the public other than through the act or omission of the party disclosing such

		<p>information; or</p> <p>(ii) required to be disclosed under Applicable Law; or</p> <p>(iii) disclosed to its officers, employees, directors or professional advisors, provided that such party shall procure that such persons shall undertake to treat such confidential information as confidential.</p> <p>No announcement, Press Release or other comment relating to this AGREEMENT or any matter referred to in it shall be made by or on behalf of either party without the prior written approval of the other party.</p>
25.	Assignment	<p>a. Notwithstanding anything contained in the AGREEMENT, the IPTV Operator shall not have the right, without the prior written consent of INX, to assign or transfer the AGREEMENT or any of its rights or obligations, with respect to the Area and/or, the Distribution Systems. Upon any breach, actual, potential or threatened, of this clause, the IPTV Operator shall be deemed to be unauthorized to distribute the INX Channels, and shall entitle INX to terminate the AGREEMENT and deactivate/disconnect the INX Channels and take any other measures as may be appropriate.</p> <p>b. INX may, at any time, assign the AGREEMENT including, without limitation, its rights and obligations, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as INX vis a vis the IPTV Operator. Such assignment by INX as aforesaid shall be effective on and from the date as communicated in writing by INX to the IPTV Operator.</p>
26.	Severability	Any provision of this AGREEMENT, which is invalid, illegal or unenforceable in any respect, shall be ineffective to the extent of that invalidity, illegality or unenforceability, without prejudice to the continuing operation of the remaining provisions of this AGREEMENT.
27.	Modifications	The AGREEMENT cannot be modified, varied or terminated orally, and any variation of the AGREEMENT shall be mutually agreed in writing and executed by or on behalf of the Parties. Provided that INX reserves the right to renegotiate and vary the terms of the AGREEMENT, pursuant to any terms, Regulations stipulated by any Regulatory Authority or the Government or under any Law and the IPTV Operator agrees to enter into and execute such modified AGREEMENT
28.	Notices	All notices given hereunder shall be given in writing, by personal delivery, or Registered Post AD, at the correspondence address of the IPTV Operator and INX set forth in the AGREEMENT, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered Post AD only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post AD shall be deemed delivered on the third day from the date of such Registered Post AD.

29.	Execution Requirements	<p>1. If the Affiliate is an individual or a sole proprietor: Photograph of the cable network owner. Proof of residence – Passport / Voter’s ID Card/ration card/Electricity bill / Income Tax Returns. Self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification. Provided, that in the event another person executes the AGREEMENT on behalf of such sole proprietor, a true copy of the power of attorney delegating such powers by the sole proprietor shall also be provided to INX.</p> <p>2. If the Affiliate is a partnership firm: Certified true copy of the registered Partnership Deed. Separate powers of attorney signed by all partners authorizing the signatory to sign this AGREEMENT and any amendment thereto and all related documents on behalf of the Firm. Photograph of the signatory. Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.</p> <p>3. If the Affiliate is a company: The Certificate of Incorporation – certified by the Company Secretary / Director. Memorandum and Articles of Association of the company. Board resolution certified by the Company Secretary / Director authorizing the above named signatory to sign the AGREEMENT and any amendment and all related documents on behalf of the Company. Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory. Photograph of the signatory.</p> <p>4. If the Affiliate is a Hindu Undivided Family “HUF” The photograph of the Karta. The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns. The names of all coparceners and his/her relation with the Karta. Relevant documents, including any Partition Deed, Family Settlement Deed, etc. Copy of Passport / Voters ID / PAN Card / Driving Licence for signature verification attested by the Karta.</p> <p>5. If the Affiliate falls into the ‘Other’ category Such documents as required by INX..</p>
30.	Counterparts	This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the AGREEMENT.

IN WITNESS WHEREOF, the undersigned parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the day and year first above written.

_____ **LIMITED**

By: _____
Name:
Title:

INX MEDIA PRIVATE LIMITED

By: _____
Name:
Title:

Annexure A

A LA CARTE RATES

Channels	Rate to IPTV Operator (Rs.)
9X	10.25/- pspm
9XM	3.5/- pspm

Annexure B

INX 'S ANTI-PIRACY REQUIREMENTS

ANTI-PIRACY TERMS FOR THE IPTV OPERATOR PROVIDING PLATFORM FOR BROADCASTING SERVICES IN INDIA

1. General

- 1.1 The IPTV Operator shall take all necessary actions to prevent any unauthorised access to the INX Channels in the Territory / Area agreed upon by the parties.

2. Set Top Units, Smart Cards, Systems and Procedures.

- 2.1 In order to ensure that each Set Top Unit is capable of being used for Fingerprinting, the IPTV Operator shall ensure that the Set Top Unit supplied to Subscribers conforms to the BIS standards.
- 2.2 The IPTV Operator represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of Set Top Units and Smart Cards so as to ensure that they are only sold within the Territory / Area by the IPTV Operator or by its authorised dealers and such sales are only made to bona fide Subscribers residing in such Territory / Area and installations are made at a address. Adequate systems, processes and controls shall include, without limitation, the IPTV Operator:
- 2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every Set Top Unit and Smart Card including, without limitation, the particulars specified in Clause 2.4;
- 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorised prior to re-authorisation, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any Set Top Unit and Smart Card;

- 2.2.3 Investigating any multiple Smart Cards issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
 - 2.2.4 Deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
 - 2.2.5 Ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
 - 2.2.6 requiring that for every change of address on the system and therefore re-location of a Set Top Unit, there is an independent physical verification of the new address; and
 - 2.2.7 Deauthorising any Set Top Unit or Smart Card that is found outside of the Territory / Area or in the possession of a person who is not a bona fide Subscriber.
- 2.3 The IPTV Operator represents, warrants and undertakes that all of its Set Top Units and Smart Cards: (i) are sold and installed together as a pack only in the Territory / Area and only at the premises of Subscribers whose address has been verified in accordance with Clause 2.2.1; and (ii) employ card-pairing technology that ensures that once a Smart Card is activated, it is paired to a particular Set Top Unit and that the Channels cannot be viewed if such Smart Card is removed and used with any other Set Top Unit.
- 2.4 The IPTV Operator represents, warrants and undertakes that all installations of Set Top Units and Smart Cards are done directly by the IPTV Operator or through its authorized dealers and only within the Territory / Area, and that the installer for every installation physically checks and ensures before installation and activation of a Set Top Unit and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the Subscriber Management System. In accordance with Clause 2.2.1, IPTV Operator's subscriber management system shall contain all of the following information items for each Subscriber prior to activation of a Smart Card and Set Top Unit for such Subscriber:
- 2.4.1 Name;
 - 2.4.2 Installation address;
 - 2.4.3 Billing address (if different);
 - 2.4.4 Telephone number of the installation address, where applicable;
 - 2.4.5 Subscriber's unique subscriber reference or subscription AGREEMENT number;
 - 2.4.6 Service/Channels/Packages that have been selected;
 - 2.4.7 Name and unique reference number of the dealer who sold the Set Top Unit to such Subscriber;

- 2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
 - 2.4.9 Name and unique reference number of the installer (if different from the dealer);
 - 2.4.10 Smart Card number; and
 - 2.4.11 Unique Set Top Unit number.
- 2.5 The IPTV Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channels can be accessed from addresses which are:
- 2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the Subscriber Management System;
 - 2.5.2 outside of the Territory / Area agreed upon by the parties; or
 - 2.5.3 that of a cable head end or any other distributor of such Channel to Subscriber.
- 2.6 In order to ensure that the Smart Card is only activated for bone fide Subscribers, the IPTV Operator further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired Set Top Unit; and (b) that such Smart Card is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the Subscriber Management System.
- 2.7 The IPTV Operator represents, warrants and undertakes that its Subscriber Management System: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers who subscribed the INX Channels and all other records required under Clause 2.4; and (b) enables the location of each and every Set Top Unit and Smart Card to be recorded.
- 2.8 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the IPTV Operator shall, prior to the commencement of the Term of the AGREEMENT and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the INX.
- 2.9 To ensure the IPTV Operator's ongoing compliance with the security requirements set out in the AGREEMENT, INX may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by INX in writing no more than twice per year during the Term, at INX's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the IPTV Operator or INX then INX shall work with the IPTV Operator in resolving this issue in the next fourteen (14) business days.

If a solution is not reached at by then, INX may, in its sole discretion, suspend the IPTV Operator's right to distribute the Channels or take other actions as provided under the AGREEMENT, until such systems, procedures and security measures have been corrected to INX's satisfaction. IPTV Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the IPTV Operator to INX's satisfaction.

- 2.10 IPTV Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.
- 2.11 IPTV Operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by IPTV Operator at the time the Channels are made available. If IPTV Operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, IPTV Operator shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify INX and the IPTV Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the IPTV Operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription AGREEMENT between the IPTV Operator and the subscriber.
- 2.12 If so instructed by Information (as defined below) by INX, the IPTV Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from INX. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "information" may even be provided by INX representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by INX through e mail and the IPTV Operator shall be under obligation to act upon such information.

3. Fingerprinting

- 3.1 The IPTV Operator shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by the INX and as reasonably requested from time to time.
- 3.2 The IPTV Operator shall ensure that all Set Top Units should support both visible and covert types fingerprinting and should be compatible for running Fingerprinting whether operated by the IPTV Operator or by the INX.

- 3.3 The IPTV Operator shall ensure that it shall be able to operate the Fingerprinting across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that Smart Card and Set Top Unit and any amendment of those characters will be on a pre-determined, consistent basis.
- 3.4 The IPTV Operator shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:
- 3.4.1 The Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;
- 3.4.2 Fingerprinting to be provided by the IPTV Operator on the Channels, as per the scheme provided by the INX; the INX shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

- 4.1 The IPTV Operator shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2 The IPTV Operator represents and warrants that: (a) both the Conditional Access and Subscriber billing systems shall be of a reputed organization; (b) none of the current versions of the Conditional Access system have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its Conditional Access and Subscriber Management Systems shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.
- 4.3 The IPTV Operator agrees that it shall, at its sole cost, be responsible for ensuring the Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers to the Channels.

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
- 5.1.1 Any Smart Card or Set Top Unit is being located, supplied or sold outside the Territory / Area earmarked,
- 5.1.2 Any of the Channels are being viewed via a Smart Card or Set Top Box by a third party that is not a Subscriber,
- 5.1.3 A Smart Card is being used for viewing the Channels anywhere other than the registered address of a Subscriber in the Territory / Area earmarked, or

5.1.4 A Smart Card and/or Set Top Unit is being used by a cable Operator or other distributor to distribute any of the Channels,

[Each of the above will constitute a "PIRACY EVENT"]

5.2 If the INX or the IPTV Operator becomes aware of a Piracy Event then the parties shall take all necessary steps to prevent or to stop such unauthorised or illegal use of the Channels or signals thereof.

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

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

5.3 The IPTV Operator agrees to change or upgrade its Conditional Access and/or Subscriber Management Systems in the event the Conditional Access is shown to be hacked.

5.4 The IPTV Operator shall investigate and report to the INX any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a Set Top Unit and/or Smart Card, or any illegal or unauthorised distribution or use of the Receiver Boxes, Set Top Units, Smart Cards or Viewing Cards or other equipment that enable access to the Channels.

6. Defined Terms

In these Anti-Piracy Terms, unless repugnant or contrary to the context hereof or otherwise defined herein, the following terms, when capitalized, shall have the meanings assigned when used herein:

"BIS" means the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

"Channels" means all television channels licensed by INX to the IPTV Operator

"Conditional Access" means control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers.

"IPTV Operator" means an IPTV Operator providing Broadcasting Platform in India.

"Fingerprinting"	means exercises where code numbers are made overtly to appear on the screen of a Television and/or covertly in the signals of the Channels that enables identification of the Smart Card being used to access such signals.
"INX"	means INX Media Private Limited.
"Receiver Box"	means the INX approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the IPTV Operator
"Set Top Unit"	means a device which is connected to or part of a television set and which allows a Subscriber to receive in descrambled form the Channels distributed by the IPTV Operator
"Smart Card"	means, in relation to a Subscriber, a card or other device either issued by the IPTV Operator to that Subscriber or embedded in the Set Top Unit that, when enabled by a Conditional Access System and inserted in such Subscriber's Set Top Unit, has the functionality of enabling such Subscriber's Set Top Unit to receive the Channels distributed by the IPTV Operator
"Territory" / "Area"	means the territorial boundaries of India and / or such areas as specified in the AGREEMENT.
"Viewing Card"	means the INX-approved viewing card to be used in conjunction with the Receiver Box in order for the IPTV Operator to access and decode the Channels.

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

(A) STB Requirements:

1. All the STBs should have embedded Conditional Access.
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be BIS compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

(B) Fingerprinting Requirements:

1. The finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.

6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.
8. The Overt finger printing and On screen display (OSD) messages of the respective broadcasters should be displayed by the MSO/LCO without any alteration with regard to the time, location, duration and frequency.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.

(C) CAS & SMS Requirements:

1. The current version of the conditional access system should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
5. The CA IPTV Operator should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - a. Unique Customer Id
 - b. Subscription Contract no
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline no
 - g. Mobile No
 - h. Email id
 - i. Service /Package subscribed to
 - j. Unique STB No
 - k. Unique VC No
8. The SMS should be able to undertake the:
 - a. Viewing and printing historical data in terms of the activations, deactivations etc
 - b. Location of each and every set top box/VC unit

- c. The SMS should be capable of giving the reporting at any desired time about:
 - i. The total no subscribers authorized
 - ii. The total no of subscribers on the network
 - iii. The total no of subscribers subscribing to a particular service at any particular date.
 - iv. The details of channels opted by subscriber on a-la carte basis.
 - v. The package wise details of the channels in the package.
 - vi. The package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or package
 - viii. The history of all the above mentioned data for the period of the last 2 years
- 9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
- 10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
- 11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
- 12. The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.
- 13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- 14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.

Annexure D

Format for Subscribers Monthly Report

For Domestic Subscribers

Package	Opening Subscribers as on _____	Closing Subscribers as on _____	Average Subscribers

For Commercial Subscribers Except Forbearance Category

Package	Opening Subscribers as on _____	Closing Subscribers as on _____	Average Subscribers