REFERENCE INTERCONNECT OFFER ("RIO")

This RIO version 5 of 2026 is issued and published by Zee Entertainment Enterprises Limited ("**Broadcaster**" "**ZEEL"**) under authorization, pursuant to Regulation 7 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations 2017 dated March 03, 2017, as amended ("**Interconnection Regulations**"), The Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, ("**Tariff Order**") (as may be amended from time to time) and The Telecommunication (Broadcasting and Cable) Services Standards Of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 as amended ("**QoS**") (Interconnection Regulations, Tariff Order and QoS are collectively referred to as "**2017 Regulations as amended upto date**") This RIO shall be effective from the **10th day of June 2026.**

This RIO supersedes the previous RIO hoisted on ZEEL's website. ZEEL is hereby filing this RIO without prejudice to the rights and contention of ZEEL against The Telecommunication (B&CS) Interconnection (Addressable System) (Seventh Amendment) Regulations, 2026 dated 05.02.2026 and subject to the outcome of the Broadcasting Appeal no.1 of 2024 titled as Indian Broadcasting and Digital Foundation Vs Telecom Regulatory Authority of India & ors pending adjudication before the Hon'ble TDSAT.

The terms mentioned in this RIO constitutes all the necessary technical and commercial terms and conditions as stipulated in Regulation 7(6) of Chapter III of the Interconnection Regulations applicable to Operators retransmitting digital signals of the Broadcaster's available Channels to Subscribers in terms of the regulations and supersedes the previous RIO / Interconnection Agreement(s) Of ZEEL hoisted on ZEEL's website. As per Regulation 10 (5) and (6) of Chapter IV of the Interconnection Regulations, those distribution platform Operators desirous of obtaining signals of Broadcaster's Channels shall make a written request vide an "APPLICATION FORM FOR REQUEST OF SIGNALS" which is available on ZEEL website under the link www.zee.com/mrp-agreement/.The Operator shall along with the Service Form 1, also submit all relevant information, documentary evidence / technical compliance report as required therein showing that the Operator's addressable systems to be used for distribution of Broadcaster's available Channels meet the requirements specified in the Schedule X of the Interconnection Regulation. On receipt of the request from the Operator in the manner set out hereinabove along with required information and mandatory documents, the Broadcaster and Operator will enter into the Interconnection Agreement attached hereto containing all the terms and conditions on an "as-is" basis and without the Operator making any unilateral changes/modifications. In the event ZEEL is in receipt of an Interconnection Agreement signed and sent by the Operator with their unilateral changes, such Interconnection Agreement shall be deemed void ab-initio and non-binding. It is hereby clarified that in order to be eligible to execute this RIO and avail the signals of Broadcaster's available Channels, the Operator shall not be in default of payment to the Broadcaster in terms of the second proviso of regulation 3(2) of the Interconnection Regulations. Accordingly, the Operator shall not have any outstanding amounts due and payable to the Broadcaster in terms of the existing agreement(s) as on the date of execution of this RIO, unless the Broadcaster at its sole discretion grants additional time to the Operator to remit the outstanding amount on just and equitable grounds. It is further clarified that the execution of the Interconnection Agreement by ZEEL shall not amount to any waiver by ZEEL of its rights available under Applicable laws and/or erstwhile Interconnection Agreement/s (defined hereunder) to claim any outstanding Monthly Subscription Fee and any total annual or erstwhile outstanding or any demand etc due and payable to ZEEL, as per the terms of this Agreement and the prevailing laws.

In the event the Operator opts for downloading the Interconnection Agreement from the website of ZEEL and signs the said downloaded Interconnection Agreement, it shall be mandatory for the Operator to send it to ZEEL within seven (7) days of signing and such an Interconnection Agreement shall be binding only after it is counter-signed by ZEEL. It is further clarified that any signed Interconnection Agreement from the Operator shall not be legally binding (i) if the Interconnection Agreement sent by the Operator has any unilateral changes and/or (ii) if the said Interconnection Agreement is received after a new version of RIO/ Interconnection Agreement is uploaded by ZEEL on its website. In the event ZEEL modifies and uploads a revised RIO/ Interconnection Agreement on its website, any unexecuted Interconnection Agreement shall be null and void.

In the event there is any change in the Applicable Laws, the Broadcaster reserve the right to revise/ modify/ alter the terms of this RIO and the Interconnection Agreement and a fresh Interconnection Agreement covering all such revisions/ modifications/

alterations shall be executed between the Parties. In such an event, this RIO and / or the existing agreement shall automatically be null and void.

It is further clarified that in order to be eligible to execute the Interconnection Agreement, the Operator must be compliant with all Applicable Laws, including the Regulations of TRAI, The Cable Television Networks (Regulation) Act, 1995 and Cable Television Networks (Regulation) Rules 1994, as amended from time to time and the 'Policy Guidelines for IPTV Service' in India.

This RIO read along with the Interconnection Agreement attached hereto is being published by the Broadcaster for its available Channels and also for available Channels of its group companies (if any) under authorisation from the respective Broadcaster**,** in accordance with Regulation 7(2) in Chapter III of the Interconnection Regulations. Upon signature of the Operator and counter signature by the Broadcaster, the Interconnection Agreement shall become binding on the Parties and enforceable in law. Both the RIO and the Interconnection Agreement are to be read together and the Interconnection Agreement attached herewith forms an integral part of this RIO.

By executing this RIO, the Operator declares and undertakes that-

(i) The Operator is compliant with the Applicable Laws and holds the necessary licenses/permissions for rebroadcasting/retransmitting the signals of the Broadcaster's available Channels;

(ii) The Operator is financially solvent and capable of discharging its payment obligations under this RIO;

(iii) The Operator has not been convicted of any offence by any competent court;

(iv) The Operator has furnished all relevant documents/information along with the signed copy of this RIO, and shall furnish such further documents/information as and when required by the Broadcaster, at its sole discretion

SERVICE FORMS

To enable better service to the Operators and to expedite and facilitate the documentation for ZEEL's Channels and/or ZEEL's Bouquets, ZEEL has uploaded the below Service Forms on its website www.zee.com/mrp-agreement/ and they are also annexed hereto as **Schedule K** of the Interconnection Agreement:

a) Service Form 1- Application Form
b) Service Form 2- Amendment Agreement for Modification of Subscribed Zee Channels and/or Zee Bouquets
c) Service Form 3- Amendment Agreement for Modification of Authorized Areas
d) Service Form 4- Form for Addition/ Discontinuation/ Alteration of the Addressable Systems and/or Encryption Systems
e) Service form 5- Form for Change of Control
f) Service form 6- Form for Discontinuation of Operations

On execution of any of the aforesaid Service Forms, the said Service Forms shall form an integral part of the said Interconnection Agreement(s).

Broadcaster has designated the following authorized representatives to receive the request for execution of Interconnection Agreement from Internet Protocol Television ("**IPTV**") Operators, and also to address their grievance redressal pertaining to this RIO/Interconnection Agreement.

Designated officials For IPTV Operator:				
Sr. No.	**Name of the Designated official**	**Contact no.**	**Email id**	**Name of the State/Territory for which the official is designated**
1	Mr. Shiv Pancholi	022 – 71083318	shiv.pancholi@zee.com	PAN INDIA (GTPL HATHWAY LIMITED, HATHWAY DIGITAL LIMITED, DEN NETWORKS LIMITED & HINDUJA GLOBAL SOLUTIONS LIMITED.)

2	Mr. Venkat Saradhi Talasila	040 - 42426200	venkat.talasila@zee.com	Andaman & Nicobar Islands, Andhra Pradesh, Dadra & Nagar Haveli, Daman & Diu, Goa, Gujarat, Karnataka, Kerala, Lakshadweep, Maharashtra, Puducherry, Tamil Nadu, Telangana
3	Mr. Rejo Francis T	0120 – 4657939	rejo.francis@zee.com	Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Delhi, Haryana, Himachal Pradesh, Jammu & Kashmir, Jharkhand, Ladakh, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand, West Bengal. Chandigarh

**Execution of this RIO and provision of signals under this RIO shall not amount to a waiver by the Broadcaster of its right to claim all outstanding Subscription Fees under the erstwhile agreement/s and Broadcaster shall be within its rights to claim the same including termination of this RIO, as per Applicable Law, for non-clearance of all outstanding dues under the erstwhile agreement/s.*

Agreement Number :

RIO Version Number : ZEEL RIO NTO 4.0 Version 5 of 2026/01-06-2026(IPTV)

Operator Code :

INTERCONNECTION / AGREEMENT

This Interconnection Agreement ("**Agreement**") is executed at New Delhi (on the date herein below mentioned) by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Indian Companies Act, 1956/ 2013 (as applicable) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at 1493, 1st Floor, above Canara Bank, Chandni Chowk, New Delhi-110006 (hereinafter referred to as **"ZEEL"/"Broadcaster**" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

And

_____, having its registered office as specified in **Schedule D** hereinafter referred to as **"Operator"**, which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns).

Legal Status of Operator: ☐ Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ LLP ☐ AOP ☐ Trust

The Broadcaster and the Operator shall singularly be referred to as a "**Party**" and collectively as the "**Parties**".

RECITAL:

A. The Broadcaster is, inter-alia, engaged in the business of broadcasting and distribution of satellite-based Channel(s)/service(s) and has exclusive right to market and distribute the Channel(s)/service(s) to various Subscribers and users of the Channel(s)/service(s) in India.

B. The Operator is in the business of retransmitting the signals of television Channels on its distribution Platform (as defined herein) and is desirous of retransmitting the signals of the Broadcaster's Channels to their respective Subscribers.

C. The Broadcaster has the requisite power and authority to enter into this Agreement with the Operator and create the mutual rights and obligations that are contractually binding in nature and legally enforceable in law.

D. The Operator represents to the Broadcaster that it is authorized to re-transmit signals of satellite television Channels through its Platform in the Authorized Area(s) and possesses the requisite Operator's License in this regard.

E. The Operator further represents that it is in compliance with all applicable Laws and has completed and satisfied the requirements under the Interconnection Regulations and is desirous of carrying the Channels on its Platform for re-transmission amongst its Subscribers in the Territory.

F. Relying upon the Operator's representations, the Broadcaster has agreed to grant a non-exclusive license to the Operator to re-transmit the Channels on the Platform strictly subject to and in accordance with the terms and conditions of this Agreement and applicable Laws.

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

1. Definitions:

The following terms used in this Agreement shall have the meaning as set forth below. Any term used herein but not defined expressly shall have the meaning ascribed to it in under the Interconnection Regulations, Tariff Order (as amended from time to time), Cable Television Networks (Regulations) Act 1995 and the Cable Television Networks Rules 1994 (as amended from time to time).

1.1 *"**Active Subscriber**"* means a Subscriber who has been authorized to receive signals of subscribed television Channels as per the Subscriber management system /DRM of the Operator and whose set top box has not been denied signals;

1.2 ***"Total Active Subscribers of the Operator"*** shall mean total Active Subscribers of the Operator who have subscribed to at least one Channel Standard-Definition or High-Definition. In case of the Standard-Definition ("**SD**") Identified Channel(s), Total Active Subscribers shall mean total active Subscribers of the Operator who have subscribed to only SD Channel(s) and in case of the High-Definition Identified ("**HD**") Channel(s), Total Active Subscribers shall mean total active Subscribers of the Operator who have subscribed to at least one HD Channel.

1.3 ***"Total Active Subscribers of the Channel"*** shall mean total Active Subscribers of a ZEEL Channel which will be arrived at by adding up the average active Subscribers who have opted the said ZEEL Channel on a-la-carte basis and average active Subscribers of all such Bouquets of ZEEL comprising of the said ala-carte ZEEL Channel.

1.4 "***Affected Channels/Removed Channels***" shall have the meaning assigned to it in **Clause 15.7**;

1.5 *"**Affiliate**"* of a Party (the "**Subject Person**") means (i) in the case of any subject person, any other person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural person, his/her parents, spouse or children, or any person that is owned or controlled by such natural person or any of the aforesaid mentioned persons. For the purposes of this definition, "Control" means (a) having an economic interest of at least 26% of any person; and/or (b) the power to direct and control the management or policies of a person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such person, through contractual arrangements or otherwise. "Controlling" and "Controlled" have correlative meanings;

1.6 ***"Agreement Start Date"*** shall mean _____.

1.7 *"**A-la-carte/A-la-carte Channels**"* shall mean offering of the Channels individually on a standalone basis;

1.8 *"**Anti-Piracy Obligations**"* shall mean the obligations contained in Clause 9 and Schedule H of this Agreement;

1.9 "***Applicable Laws/Authority***" shall mean any and all laws, regulations, directions, notifications or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative or other authority including without limitation the TRAI and The Telecom Disputes Settlement and Appellate Tribunal (**"TDSAT"**), Ministry of Information and Broadcasting (**"MIB"**) or any other body or authority regulating the broadcasting and distribution of Channels in India;

1.10 ***"Audit"*** shall mean the technical validation and commercial Audit referred to in Clause 10 of Interconnection Agreement, to be conducted by the Operator and/or ZEEL of the Distribution Systems/Platform of the Operator, including but not limited to DRM SMS, encryption systems, content protection systems, financial documents, etc. as per the extant regulations.

1.11 *"**Authorised Area(s)/Territory**"* shall mean such geographical area/location of India as indicated in **Schedule A;**

1.12 "***Channel(s)***" shall mean the linear, satellite delivered and advertiser-supported SD and HD pay and free to air television Channels (if any) owned and/or operated by the Broadcaster in accordance with the Applicable Laws, which are offered

either A-la-carte or in a Bouquet , a list of which is provided in **Schedule A** (which may be amended from time to time);

1.13 *"**Average Active Subscriber Base**"* means the number of Subscribers arrived at by averaging the Active Subscriber count in the manner specified in **Schedule B** a of this Agreement.

1.14 *"**BIS**"* shall mean the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986 and have the meaning assigned to it in Clause 11.1 (xxi;

1.15 ***"Bouquet(s)"*** shall mean an assortment of distinct Channels, offered by the Broadcaster to the Operator together as a group as set out in Schedule A, (which may be amended from time to time);

1.16 *"**Cable TV":***

"Cable TV Act" shall mean the Cable Television Networks (Regulation) Act, 1995;

"**Cable Service**" or "**Cable TV Service**" means the transmission of programmes including retransmission of signals of television Channels through cables;

*"**Cable Television Network**" or "**Cable TV Network**"* means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple Subscribers'

1.17 ***"CAM"*** shall mean the conditional access module provided by the Broadcaster (if applicable) to the Operator which is required for downlinking and accessing the Channels;

1.18 "***Channels/ Subscribed Channels***" shall mean the Bouquet of the Channels and/or those Channels that are selected by the Operator as A-la- carte, in each case by putting a tick in the designated box provided in second column of the relevant table contained in the Validation Form (Schedule A) consisting of the list of Channels and the Bouquet; it being agreed that if any designated box against a Channels/Bouquet is left unmarked, it shall be deemed to have not been selected by the Operator for the purposes of this Agreement. For purposes of clarity, the selected Channel(s) on an A-la-carte basis and/or Bouquet in accordance with the foregoing shall be deemed to form part of this Agreement in respect of which Broadcaster shall grant license to the Operator in accordance with the terms of this Agreement;

1.19 *"**Change Event**"* means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the Operator or any change of control or change in the management or acquisition of majority stake or controlling stake of the Operator or acquisition by the Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the Operator's assets and/ or purchasing the whole or a substantial portion of the assets of another entity.

1.20 "***Channel Marks"*** shall mean trade names, trademarks, logos and service marks owned by Broadcaster and their Affiliates and rights holders in connection with the Channels;

1.21 "**CPE**" shall have the meaning assigned to it in **Schedule I** i.e. Customer Premises Equipment;

1.22 ***"Confidential Information"*** means: (a) any information concerning the organization, business, technology, trade secrets, know-how, finance, intellectual property, transactions or affairs of a Party or any of its Affiliates, (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) (b) any material or information disclosed by either Party for the purposes of this Agreement (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information;

1.23 "***DAS***" means digital addressable cable systems comprising of an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the network

can be sent in encrypted form and decoded by the devices having an activated Digital Rights Manager at the premises of the Subscriber within the limits of authorization made through DRM and SMS, by the cable Operator to the Subscriber on the explicit choice and request of such Subscriber;

1.24 "***Disconnection Notice***" shall mean a prior written notice of twenty one (21) days served from the date of said notice, which is required to be given in accordance with the Applicable Laws by: (a) the Operator to the Broadcaster if the Operator wishes to disconnect the retransmission of signal and stop distribution of the Channels on its Platform due to the Broadcaster's breach of this Agreement which is not remedied in accordance with the provisions of this Agreement; or (b) Broadcaster to the Operator if Broadcaster wishes to disconnect the signal of any or all Channels and cease to provide signals of the Channels to the Operator due to the Operator's breach of this Agreement or violation of any prevailing laws, rules, regulations

1.25 "***Due Date***" shall have the meaning assigned to it in **Schedule B;**

1.26 ***"Distribution Margin"*** shall mean the Operator's share of revenue for the distribution of Subscribed Channels to Subscribers. It will be calculated as twenty percent (20%) of the MRP of the Subscribed Channel(s).

1.27 ***"Distributor Retail Price"*** means the price excluding taxes declared by a distributor and payable by a Subscriber for A-la-carte pay Channel or Bouquet of Pay Channels as the case may be;

1.28 ***"Incentive Qualifying Reports***" shall mean the complete and accurate reports which the Operator, opting for Incentive Schemes under this RIO shall compulsorily provide to the Broadcaster in both pre-defined and non-editable PDF format, on or before the stipulated deadline, to avail the Incentive and as more specifically defined in **Schedule C**.

1.29 ***"DRM"*** means Digital Rights Management which is a comprehensive set of hardware and software technologies, which provides protection of content ownership to the content provider by inter alia preventing unauthorized redistribution of digital media by embedding code that prevents copying, specifying a time period in which the content can be accessed and restricting the sections of the content a viewer can see or limiting the number of devices the media can be installed on along with controlling Geo and Offline usage restrictions.

1.30 "***Encryption System***" shall have the meaning assigned to it in Clause 4.3 and further as detailed in **Schedule D** and Hardware Form in **Schedule J**;

1.31 "***EPG***" shall mean an electronic programme guide as defined under the Interconnection Regulations i.e. a program guide maintained by the distributors of television Channels that lists the television Channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows the Subscribers to navigate and select such Channels and programmes;

1.32 ***"Equipment***" shall mean any and all hardware/software and other devices and including but not limited to the IRDs, CAMs and the Viewing Cards;

1.33 ***"Empaneled Auditor"*** means auditor empaneled by the Authority/TRAI for conducting an Audit of the Systems of the Operators.

1.34 "***Force Majeure Event***" shall mean any unforeseeable act, cause, contingency or circumstance which is beyond the reasonable control of the Parties herein , including, without limitation, any acts of governmental action, order or restriction (whether international, national or local), war (whether or not declared) or warlike situation, public strike, riot, labour dispute, act of God, earthquake, tides, storm, lightening, flood, drought, cyclone or any natural calamity, explosion, fire, sabotage, lockdown, quarantine, epidemic, pandemic, arson, civil disturbance/commotion, public disaster, public transportation dispute, satellite failure/jamming or transponder failure or acts due to any law, rules, regulations (including enactment), lawful orders or directives of the government of any States or the order of any court of competent jurisdiction and/or any acts of similar nature, which may affect the transmission of available Channel(s) by the Broadcaster;

1.35 "***Fingerprinting***" shall have the meaning assigned to it in **Schedule G**;

1.36 ***"Free-to-Air Channel/FTA"*** means an available Channel (if any) which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television Channels to the Broadcaster for signals of such Channel.

1.37 "***Hardware Form***" shall mean the form in the prescribed format (as provided in **Schedule J** enclosed herewith) which shall be provided to the Operator containing the details of the Equipment's used to receive the signals of the Channels Subscribed by the Operator from the list of available Channels of the Broadcaster and which shall form an integral part of this RIO.

1.38 "***Insertion"*** shall have the meaning assigned to it under Clause 4.2 (c);

1.39 ***"Incentive Scheme***": shall mean various Incentive(s) as detailed in **Schedule C**. The applicable Incentive(s) shall be calculated as per details provided by the Operator in the format(s) specified by ZEEL in **Schedule C.**

1.40 ***"Intellectual Property***" shall mean and include, without limitation: (i) all rights, title and interest in the programming on the available Channels; (ii) the Channel marks and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the available Channels; and (ii) any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the available Channels;

1.41 "***Interconnection Regulations***" shall have the meaning assigned to it at the beginning of this Agreement;

1.42 ***"Interconnection Agreement"*** means this Agreement to be executed between the Operator and ZEEL for ZEEL to provide signals of Subscribed Channels read with the Service Forms.

1.43 "***IRDs***" or "***DSRs***" shall mean Integrated Receiver Decoder or Digital Satellite Receiver required for downlinking and accessing the Channels i.e., an authorization device which is owned, operated and supplied by the Broadcaster and which is used in conjunction with a compatible Viewing Card and/or CAM, (if applicable), in order to receive and decode each of the linear television Channels of the Broadcaster subscribed by the Operator;

1.44 ***"Independent Affiliate"*** shall mean an operator who is or was availing the signals of Broadcaster's Channels directly from ZEEL in terms of a separate Interconnection Agreement between ZEEL and such Operator.

1.45 ***"Maximum Retail Price***" or "***MRP***" with respect to each Channel or Bouquet of Channels for the purpose of this Agreement availed on A-la-carte basis or Bouquet basis shall mean the maximum retail price, excluding taxes/cess, payable by a Subscriber of such Subscribed Channel, as set forth in **Schedule A**, as may be amended from time to time;

1.46 ***"Monthly Subscription Fee***" shall have the meaning assigned to it in Clause 5 and **Schedule B** of this Agreement;

1.47 ***"Multi TV Home"*** means a household having more than one TV connection or set top box in the name of one person;

1.48 ***"MRP"*** means Maximum Retail Price of the Channel/ Bouquet per Subscriber per STB/Unique Consumer Subscription per month (excluding all applicable taxes) (in Rs.);

1.49 ***"New Channels"*** shall mean the new television Channels of the Broadcaster that may be launched and offered by Broadcaster in future, after the date of execution of this Agreement and/or not subscribed by the Operator under this Agreement.

1.50 ***"Operator's License"*** shall mean license granted to the Operator by the Ministry of Information and Broadcasting ("**MIB**") or such other competent authority, details as mentioned in **Schedule D**;

1.51 "***OSD***" shall have the meaning assigned to it in Clause 11.1 (xi) and further detailed in **Schedule G;**

1.52 "***Piracy***" shall have the meaning assigned to it in Clause 9.1 of this Agreement;

1.53 "***Piracy Event***" shall have the meaning assigned to it in Clause 3 of **Schedule H**;

1.54 "***Platform***" shall mean IPTV platform.
For the purposes of this definition, following definitions shall have meaning assigned to them hereinbelow:

*"**IPTV Operator**" shall mean a person permitted and licensed by the Central Government to provide IPTV service.*

*"**IPTV Operator's IPTV Service**" shall mean delivery of multi-channel television programs in addressable mode by using Internet Protocol over a closed network of one or more service providers.*

1.55 ***"Primary Market(s)"*** shall mean in relation to Subscribed Channel(s), certain Specified States/All India/parts thereof (as the case maybe), which have been denoted as Primary Market(s) as specified in **Schedule C;**

1.56 **"*Provisional Invoice*"** shall have the meaning assigned to it in **Schedule B**;

1.57 "***Recorder***" shall mean either a personal video recorder ("**PVR**") or digital video recorder ("**DVR**") which must satisfy the following features:

(a) Audio-visual content shall not be allowed to be recorded without finger printing and watermark logo of the Platform and such finger printing and watermark logo shall be displayed during playout;
(b) Recorded audio-visual content must be encrypted in a secure manner on the Recorder which shall not play on any other devices other than the concerned Recorder;
(c) Audio-visual content of a Channel shall not be permitted to get recorded if the concerned Subscriber's Subscription of such Channel is not active; and
(d) Set Top Box provided by the Operator must not allow a Subscriber to install third-party application/software on the Set Top Box.
(e) There is no automatic advertisement skipping function and there is any mechanism whereby DVR and/or PVR have a store and forward function.

1.58 "***RIO***" means reference Interconnect offer defined under the Interconnect Regulations and for purposes of this Agreement shall mean this reference interconnect offer published by the Broadcaster specifying terms and conditions on which the Operator may seek signals of the Channels of the Broadcaster.

1.59 "***Security Deposit***" shall have the meaning assigned to it in Clause 8.2 of this Agreement;

1.60 "***Set Top Box***" or "***STB***" means a device which is connected to or is part of a television and which allows a Subscriber to receive in unencrypted and descrambled form, the Channels through an addressable system;

1.61 ***"Unique Consumer Subscription"*** means access to IPTV service wherein a consumer is able to access the IPTV services using a unique combination of a device mac ID (MAC ID of original device and not any dummy MAC ID generated by any software) and a consumer subscription id and such an access is allowed at a unique location only at any point of time. This unique combination of device mac id, consumer subscription id is enabled/Whitelisted from the SMS through DRM of the Operator, and location control should be enabled from the application providing IPTV service within the closed network. Such IPTV services should have a feature of Geo fencing to restrict the access of IPTV service within Indian geographical boundary only. One Unique Consumer Subscription shall be allowed to access one IPTV service including a linear Channel at any point of time. The Operator may allow a consumer to change device for Unique Consumer Subscription for not more than 2 times in a calendar month.

1.62 ***"Smart Card"*** means, in relation to a Subscriber, a card or other device issued by the Operator to Subscriber when enabled by a DRM and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set

Top Box to receive the Channels distributed by the Operator.

1.63 "***SMS***" shall mean the subscriber management system which is a system or device of the Operator which stores the Subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the Subscriber, television Channels or Bouquets subscribed by the Subscriber, price of such Channels or Bouquets as defined in the system, the activation or deactivation dates and time for any Channel or Bouquets, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber; maintained by the Operator in accordance with the Applicable Laws and strictly in accordance with the provisions set out under **Schedule D and E**;

1.64 "***Subscriber(s)***" shall mean an Active Subscriber(s) in the Authorised Area(s) who receives signals of the Subscribed Channel(s) from the Operator's Platform (directly and/or through its sub-operators known as Local Cable Operators ("**LCO**") registered under Rule 5 of the Cable Television Networks Rules, 1994) at a place indicated by such Active Subscriber without further transmitting it to any other person and who does not cause the signals of television Channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place (including Multi TV Home, as defined herein), for receiving the subscribed broadcasting services, shall constitute one Subscriber;

As regards the issue relating to supply of signals of the Broadcaster's Channels to the Commercial Subscribers, the Broadcaster has filed an appeal before the Hon'ble Supreme Court of India against the order of Hon'ble TDSAT in Broadcasting Appeal No. 4 of 2015 (M.A. Nos. 15, 120 & 121 of 2016) and therefore the same shall be subject to the outcome of the said appeal. Hence, Subscriber(s) for the purpose of this Agreement specifically exclude commercial Subscribers.

1.65 ***"Subscriber Report***" shall have the meaning assigned to it in Clause 7;

1.66 "***Suspended Channels***" shall have the meaning assigned to it in Clause 15.10;

1.67 "***Technical Validations/Audit*** " shall have the meaning assigned to it in Clause 9.2;

1.68 "***Term***" shall mean 12 (Twelve) months commencing from Agreement Start Date, unless terminated earlier in accordance with the provisions contained herein after.

1.69 *"**TRAI**"* shall mean the Telecom Regulatory Authority of India;

1.70 "***TDSAT***" shall mean the Telecom Disputes Settlement and Appellate Tribunal;

1.71 ***"Validation Form***" shall mean the Validation Form as set forth in **Schedule A**;

1.72 "***Viewing Card*****" or "*****VC***" shall mean the smart card provided by the Broadcaster to the Operator to be used together with the IRD, such IRD's are issued so that the Operator can obtain access and decode the signals of the respective Channels;

1.73 **"*Withheld Programs*"** shall have the meaning assigned to it in Clause 4.5(c).

1.74 ***"ZEEL's share of MRP"*** with reference to a pay Channel or a Bouquet of pay Channels means the MRP of Zee Channel(s)/Bouquets less of Distribution Margin, payable by the Operator to ZEEL for availing the signals of pay Zee Channels or Bouquet of Pay Zee Channels, as the case may be.

2. Rules of Interpretation

Unless the context of this Agreement otherwise requires:

2.1 the Schedules shall form an integral part of this Agreement;

2.2 the clause, Schedule and paragraph headings are included for convenience only and shall not affect the interpretation of this Agreement;

2.3 words using the singular or plural number also include the plural or singular number, respectively;

2.4 words of any gender are deemed to include the other gender;

2.5 the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement or specified provisions of this Agreement, as the case may be;

2.6 the term "Clause", "Section" or "Schedule" refers to the specified Clause, Section or Schedule of this Agreement;

2.7 any reference to a "person" includes natural persons, proprietorship concern, partnership firm, companies, LLP's, associations, societies, HUFs, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

2.8 if a period of time is specified and it dates from a given day or the day of an act or event, it shall be calculated exclusive of that day;

2.9 if a Party must do something on a given day, the Party must do it by 6:00 pm IST on that given day (unless this Agreement expressly states otherwise). If a Party does such thing after 6.00pm IST on that given day then, the Party shall be treated as not having done it until the next day save and except where a Party has done something by sending an email to the other Party;

2.10 a reference to "writing" includes email, except as expressly provided otherwise;

2.11 reference to statutes, regulations or statutory provisions include references to any orders, or regulations made thereunder and references to any statute, provision, regulation, order or regulation include references to that statute, provision order or regulation as amended, modified, re-enacted or replaced from time to time;

2.12 the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases;

2.13 the words "directly or indirectly" mean directly, or indirectly through one or more intermediary persons or through contractual or other legal or beneficial arrangements, and "direct or indirect" have the correlative meanings; and

2.14 All other words and expressions used in this Agreement not defined herein and defined in the Act and Rules and Regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the Rules and Regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the Rules or Regulations, as the case may be.

3. Grant of Rights

3.1. The Operator shall request for the signals of Channels of the Broadcaster by filling in the Application Form, Form 1 along with providing all relevant information and mandatory documents pursuant to TRAI Regulations and as required therein.

3.2. Subject to the payment of Monthly Subscription Fee and strict compliance of the terms of this Agreement by the Operator, Broadcaster hereby grants to the Operator a non-exclusive, non-transferrable, limited license and right during the Term and in the Authorized Area/Territory (as mentioned in **Schedule A**) and the Operator accepts the said license, right and obligation, to distribute, carry and retransmit the linear feed of the Channels strictly in an encrypted form through and via the Platform to its Subscribers in an uninterrupted, unaltered and unmodified form on a 24x7x365 basis.

3.3. Upon grant of signals from the Broadcaster, the Operator shall mandatorily offer the Subscribed Channels on its distribution system to the Subscribers on a Monthly Subscription basis in the Territory and shall pay the Monthly Subscription Fee for the entire month as stated herein and shall ensure compliance with the QoS Regulations.

3.4. The Operator availing the subscribed Bouquet shall not break such Bouquet of pay Channels while offering the same to its Subscribers. The Operator shall declare the Distributor Retail Price per month for each of the subscribed A-la-carte Channel and/or subscribed Bouquet, payable by the Subscribers. In the event the Operator intends to subscribe for any additional Channels of the Broadcaster on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by sending a written request (email permitted) to the Broadcaster and the Broadcaster may consider such request suitably.

3.5. Notwithstanding anything contained to the contrary in this Agreement, the rights and license granted by the Broadcaster to the Operator under this Agreement:

- shall be limited only to the broadcast reproduction right enshrined under Section 37 of the Copyright Act, 1957 (as amended from time to time). Nothing contained in this Agreement shall permit the Operator to provide its Subscribers the right to further communicate or re-transmit the Channels in any manner whatsoever;
- is limited to the re-transmission of the Channels on "as is" basis without editing, altering modifying and/or interrupting the signal in any manner whatsoever;
- shall exclude the distribution of any content of the Channels on a non-linear basis through the Platform or any other media platform including, but not limited to, any form of on-demand transmission of audio-visual content via PPV, VOD, SVOD, TVOD, NVOD etc.;
- shall exclude time shifting of the programming of the Channels; and
- shall exclude the multiplexing of the Channels.

3.6. All other rights and means of distribution not specifically and expressly granted to the Operator are expressly excluded and reserved by the Broadcaster.

3.7. The Operator is not authorized to sub-license the rights and license granted hereunder to any third-party or any person (including its Affiliates) without prior written approval of the Broadcaster.

3.8. The Operator understands and acknowledges that the grant of rights and license hereunder are preconditioned and subject to the Operator submitting with Broadcaster, the information and documents specified in **Schedule D** and **Schedule A** at the time of submitting the signed copy of this Agreement**.** The Operator also warrants that addressable system installed meets the requirements as specified in Schedule X of the Interconnection Regulations (as amended from time to time) and as stated in **Schedule G** hereto.

3.9. The Operator shall not "push" content onto the Set Top Box /Unique Consumer Subscription and there shall not be automatic advertisement skipping function and/ or the Operator shall not create a virtual Video on Demand ("**VoD**") or other on demand service in respect of the ZEEL Channel(s).

3.10. Notwithstanding anything contained herein and to the extent permitted under the extant laws and regulations, the Broadcaster shall, during the Term, have the right to: (a) remove any Channel or Bouquet comprising of the Channels; and (b) modify any existing Bouquet of the Channels by adding New Channels that may be launched by the Broadcaster or by removing any Channel from a Bouquet; and (c) launch New Channels and/or Bouquets comprising of the Channels. The Parties agree that the Monthly Subscription Fee payable by the Operator to the Broadcaster shall vary in the event of the launch of a New Channel and/or new Bouquet. The Operator shall offer all contributory language feeds for a given Channel to every Subscriber entitled to access that Channel provided that the Operator has opted for such contributory language feeds of the Channel.

In the event the Operator intends to subscribe for any additional Channels and/or new Channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the Operator may do so by executing the Service Form 2-Amendment Agreement for Modification of Subscribed Zee Channels and/or Zee Bouquets in the manner prescribed on ZEEL's website.

3.11. **Territory**: The Operator agrees to offer the Subscribed Channels in the Territory as set out in **Schedule A** ("**Authorized Area**"). The Operator shall not extend its operations beyond the Territory and/or connect any Affiliates or LCOs or any third-party beyond the Territory without any prior written intimation to the Broadcaster. Such extension or change in the Territory shall be brought into effect by executing the **Service Form 3 for Additional Authorized Area** as made available on ZEEL's website and by submitting the same to the Designated Person for that Area named in the RIO ("**New Territory**").

3.12. The Operator shall be permitted to extend its operations to new territory, as per Applicable Law by distributing the Channels in such new territory after Thirty (30) days' from the date of receipt of such written notice by the Broadcaster vide **Service Form 3- Amendment Agreement for Modification of Authorized Areas** which is provided herein as well as on ZEEL's website. ZEEL shall, on the basis of the details provided in the Service Form 3 and subject to Operator's compliance of all Applicable Laws and terms of this Agreement, accordingly provide an objection or no objection, to the Operator. The said Service Form 3 shall be deemed to be an addendum between the Parties for additional areas to be serviced by the Operator, which shall form an integral part of this Agreement and the new territory shall be deemed to be a part of **Schedule A.** Also, the terms of this Agreement shall automatically apply to such additional areas.

Provided that such areas fall within--

(a) the Registered Area of operation of the Operator; and / or

(b) the States or Union Territories in which the Operator has been permitted to distribute the signals of television Channels under this Agreement.

3.13. It is hereby clarified that in the event where the distribution of the Channels is done by the Operator in the new territory without provision of Thirty (30) days' advance written notice to the Broadcaster, as referred herein above, the Operator shall deemed to be in breach of the terms of this Agreement and such distribution shall be treated as unauthorized and unlawful and the Operator shall be liable for appropriate penal action as per the Applicable Law / Regulations.

3.14. In the event the Broadcaster raises written objection with reasons for adding proposed new territory and objects to the extension of operations of the Operator to the proposed new territory and the Operator receives the same within the said Thirty (30) days' notice period, the Operator shall not re-transmit the signals of the Subscribed Channels, directly or indirectly, beyond the Territory i.e. in such additional area(s). If the Operator re-transmits the signals of the Subscribed Channels in the proposed new territory despite receiving written objection from Broadcaster, the same shall amount to material breach of this Agreement; including but not limited to infringement of the Broadcaster's rights under the Copyright Act.

3.15. Distribution is permitted only to STB's/Unique Consumer Subscription of Operator on its "Platform". Distribution right on all other Platforms including but not limited to Mobile, PC, Internet, Wireless, OTT and/or any other technology which may be introduced in future is not granted herein and the same are expressly withheld by ZEEL.

4. Delivery and Security

4.1 Conditions of Distribution

4.1.1 The Operator hereby agrees, covenants, and warrants that it shall re-transmit and distribute the Channels to the Subscribers strictly in accordance with the following terms:

(a) the signals of all the Channels must be delivered by the Operator to Subscribers in a securely encrypted manner on its Platform in linear mode using such technology which shall meet the requirements of **Schedule F** at all times during the Term.

(b) the transmission specifications and infrastructure allocated by the Operator in respect of broadcasting the signals of the Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other Channel within the same *genre* of the Channels on the Platform;

(c) the Operator shall maintain first-class signal transmission quality of the Channels for distribution to the Subscribers in accordance with the highest international industry standards and Applicable Laws;

(d) the Operator agrees that it shall not offer any Channel on the basis of any specific programming event, feature, characteristic or attribute of such Channel;

(e) the Operator shall further make available the Channels to the Subscribers on 24x7x365 basis with effect from such Channels being activated at the Subscriber's end till the time such Subscriber is switched off by the Operator for being a defaulter or such Subscriber having expressly indicated its intention to discontinue its subscription to any of the Channel(s) in accordance with the Applicable Laws;

(f) the Operator shall not use any interactive technology or other interferences (such as red button) or redirect traffic

from the Channels in any manner, whether for content or for promotion, without express permission from the Broadcaster;

(g) the Operator undertakes and covenants that it shall not compel its Subscribers to take other Channels or services or impose any other conditions as a precondition to subscribe to any or all of the Channels;

(h) the Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a Channel-by-Channel and decoder-by-decoder basis;

(i) the Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels at its own cost and expense;

(j) the Set Top Boxes and their installed content protection systems shall prohibit the use of digital outputs;

(k) The Operator shall transmit the signals of ZEEL Channels only to Authorized Subscribers i.e. subscribers authorized by the Operator through the Platform who have duly submitted Subscriber Application Form ("**SAF**"). The Operator shall not be permitted nor shall be entitled to activate the STB/Unique Consumer Subscription provide signals of any Zee Channels to any such Subscribers who have not submitted consumer / SAF as per the requirement under the applicable Regulations/ Laws. Non-compliance of this aforesaid condition shall be termed as a material breach which will entitle ZEEL to disconnect the signals of its Channels by serving a written notice for non-compliance to the Operator; and

(l) The Parties acknowledge and agree that in the event the Operator intends to make any changes to the addressable system's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the Operator shall intimate the same to ZEEL by submitting **Service Form 4, for Change in Addressable Systems** which is made available on ZEEL's website.

4.1.2 Infrastructure Sharing by Operator:

Where the Operator shares its platform infrastructure with any other Operator or where the Operator avails the infrastructure facility from any other Operator, the same shall be in accordance with and subject to complete compliance with:

(i) the Guidelines for providing Headend-in-the Sky (HITS) Broadcasting Service in India dated 26th November, 2009 read with its Amendment dated 6th November, 2020, formulated by MIB;

(ii) the Guidelines for Sharing of Infrastructure by Multi-System Operators dated 29th December, 2021 formulated by TRAI (as may be amended from time to time) and/or any other regulations/guidelines as may be issued by the Authority from time to time, and;
*(pt (i) and pt (ii) shall collectively hereinafter be referred to as "**Guidelines**")*

(iii) the provisions laid down under Schedule G of the Agreement.

4.2 No alteration of signals

(a) The Operator agrees to carry the Channels in their entirety, in the order and at the time transmitted by the Broadcaster without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions except as authorized in advance in writing by the Broadcaster. The Operator shall not redistribute any portion of the Channels except as specifically authorized by the Broadcaster in writing.

(b) The Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub-title or repackage the Channels or any portion of the Channels for any purpose, or copy and store the content of the Channels on any storage device in any medium. Further, the Operator shall not enable or otherwise permit Subscribers to do any of the foregoing acts except that the Operator can provide Recorder facility to the Subscribers in accordance with the Interconnection Regulations, provided use of such Recorder is regulated by Agreement between the Operator and the Subscriber and is strictly only for non-commercial and private viewing by the Subscriber. The usage of the Recorder is permitted only to a limited extent for the benefit of the Subscribers as stated herein.

(c) The Operator agrees and undertakes not to obscure, superimpose, or otherwise alter the indents or logos of the Channels in any manner whatsoever. The Operator is allowed to only add/insert its own trademark or logo in the form of a translucent watermark ("**Insertion**") while re-transmitting and distributing the Channels on the Platform provided such Insertion shall be subject to the following conditions:

i. The Insertion shall be inserted on all other Channels distributed on the Platform by the Operator;
ii. At any point in time, there will only be a single Insertion;
iii. The Insertion shall not be more prominent than the respective Channel's logo;
iv. The placement and size of Insertion shall not be different from the placement and size of Insertion on any other Channels distributed on the Platform; and
v. The Insertion shall not obscure or overlay the Channels' logos or any programme that appears on the Channels.

(d) The Operator shall not alter the screen on which the Channels will be exhibited by inserting or superimposing any form of advertising;

(e) Any marketing or promotional activity in respect of or involving the Channels or any standalone programming of such Channels shall be only carried out by the Operator in accordance with the terms of this Agreement or by taking a prior written approval of the Broadcaster; and

(f) The Operator shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that each Subscribed Channel is received only by Active Subscribers.

4.3 Encryption System and Technical Specifications

The Operator represents to Broadcaster that it uses the encryption system as specified in the Hardware Form (the "***Encryption System***") to encrypt the Channels and the programming of the Channels for re-distribution via the Platform. The Operator shall transmit the Channels only through the Platform to Subscribers located in the Authorized Area in the manner of transmission and distribution specified in this Agreement (including the Anti-Piracy Obligations) and the Schedule G and Schedule H (the "***Technical Specifications***"). The Operator agrees that any changes to the Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), and its version changes and upgrades during the Term shall be immediately intimated in writing to the Broadcaster.

ZEEL shall provide the requisite number of IRD subject to payment of stipulated interest free Security Deposit per IRD as per the conditions laid down in the TRAI Regulations. Further, the Operator shall confirm the details of IRDs in respect of all such Channels availed from ZEEL in the format provided in **Schedule J.**

The Parties acknowledge and agree that in the event the Operator intends to make any changes to the addressable system's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), during the Term, the Operator shall intimate the same to ZEEL by submitting the Service Form 4 for **Addition/ Discontinuation/ Alteration of the Addressable Systems and/or Encryption Systems** which is made available on ZEEL's website.

4.4 Availability of Channels on the Platform

(a) The Operator shall ensure that during the Term of this Agreement, the Channels shall be available for subscription to all its Subscribers on its Platform and offered to the Subscribers in line with the provisions of the Interconnection Regulations and in terms of this Agreement.

(b) The Operator hereby covenants, undertakes and warrants to the Broadcaster that it shall not shift, move, or change the frequencies of any of the Channels at any time without providing an advance prior written notice of at least Thirty

(30) days to the Broadcaster. The Operator shall cause continuous distribution of the Channels to all its Subscribers without blacking it out or interfering with it in any manner whatsoever.

4.5 Acknowledgements by the Operator

The Operator fully understands and acknowledges that:

(a) the Broadcaster is offering the Channels on 'as-is where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to the quality, merchantability, fitness or that the services/signals will be error free or uninterrupted for the purpose envisaged in this Agreement;

(b) the Broadcaster reserves the right to remove any Channel from the list of available Channels at any time if it ceases to distribute such Channel. In the event the Broadcaster discontinues distribution of any Channel chosen by the Operator during the Term, such Channel shall stand withdrawn from the Broadcaster's offering without any further obligation or liability on part of the Broadcaster.

(c) the Broadcaster and its licensors reserve the right to alter the Channels, including the name of the Channels and the programming exhibited on the Channels the Broadcaster in certain circumstances may not control the appropriate rights to exhibit certain programs on the Channels (hereinafter referred to as the "***Withheld Programs***"). Accordingly, the Operator acknowledges and agrees not to exhibit, and shall block or black out the transmission of any Withheld Programs upon notification from the Broadcaster.

(d) the Broadcaster shall have the right to change: (i) the satellite carrying each of the Channels' signals, (ii) the delivery system, and/or (iii) the encryption technology used for the Channels. In the event the Operator is advised by Broadcaster of any change in the satellite transmitting any of the Channels, the Operator shall make all necessary arrangements to ensure continued access to the Channels, provided that the Broadcaster shall not be liable to the Operator or its Subscribers for any failure on their part to access the Channels as a result of any such change; and

(e) the Operator shall make no use, nor authorize or permit others to make use of the Channels or of the programming on the Channel(s) other than as expressly set forth in this Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then the Broadcaster shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels to the Operator and/or terminate the Agreement by providing the Disconnection Notice.

(f) all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s).

(g) that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this Agreement. The Operator further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the Agreement and based on their opinion has accepted that this Agreement is suitable and appropriate for the Operator.

(h) it has agreed to all terms and conditions of this Agreement after due discussion with ZEEL. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, the same shall be construed as if drafted jointly by both the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

4.6 Offering of Channels

(a) The Operator shall offer the Channels to the Subscribers either on A-la-carte basis or part of a Bouquet comprising the Channels. The Operator shall not make any limited period or event-based offering or exhibition of any Channels to the Subscribers.

(b) In case the Operator is subscribing to Bouquet(s) of the Broadcaster's Channels, the Operator shall ensure that it does not break such Bouquet while offering the same to its Subscribers. If the Operator breaks a Bouquet of the Broadcaster at any time during the Term, from such date, the Channels comprised in such Bouquet shall be deemed to have been subscribed by the Operator on an a-la-carte basis and the Operator shall be liable to pay Monthly Subscription Fee on A-la-carte rates for all Channels in such Bouquet to the Broadcaster.

(c) In the event the Operator alters the composition of the Bouquets of ZEEL, the Channels forming part of the said Bouquet shall be deemed to have been availed on an A-la-carte basis by default, by the Operator.

(d) It is agreed that no independent advertising shall be inserted by the Operator and the Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.

(e) The Operator shall package the Channels as per the Applicable Laws. In any event, the Operator represents, warrants, and undertakes that:

i. the packaging of the Channels will not be disadvantaged or discriminated vis-a-vis the other Channels of the same genre or include the Channels in any package or tier that contains any Channel with obscene content or with any Channel offering gambling services or promoting gambling or betting. The Operator shall serve the Broadcaster with prior written intimation of its intention to package/repackage/launch a new package (promotional or otherwise); and

ii. it shall continue to offer and shall not remove any Channel or discontinue the exhibition of any Channel offered by it as part of a Bouquet for a period of six (6) months from the date of availing such Bouquet by a Subscriber or such other longer period for which the subscription charges have been paid by the Subscriber in advance. The Operator further agrees that once the Channel(s) has been included in the Bouquet offered by the Operator on its Platform, said Channel shall not be selectively switched off or taken off air by the Operator unless all other Channels forming part of such Bouquet are switched off or taken off air by the Operator. Provided that this provision shall not apply on suspension of signals or on termination or expiry of this Agreement.

(f) The Operator shall use its best efforts to maintain the Subscribed Channels, the quality standard afforded to other Channels of the same genre in a non-discriminatory manner. The Operator shall use reasonable efforts to maintain the service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) without any interruption or deviation from the daily transmission schedule.

4.7 EPG

The Operator shall create an EPG for distribution to its Subscribers (a copy of which shall be sent to the Broadcaster simultaneously), then the programming schedule of each of the Channels shall be prominently featured in such schedules in the order of the EPG number for each of the Channels. In connection with the EPG, the Operator agrees as under:

(a) shall declare the genre of the Channels (as intimated by the Broadcaster) and such genre shall be either 'Devotional' or 'General Entertainment' or 'Infotainment' or 'Kids' or 'Movies' or 'Music' or 'News and Current Affairs' or 'Sports' or 'Miscellaneous';

(b) shall place all the Channels available on its platform in the EPG, in such a way that all the television Channels of a particular language in a genre are displayed together consecutively and one television Channel shall appear at one place only. In the event the Operator intends to carry out any changes/modification in its EPG, it shall at all times ensure that the Channels of the Broadcaster shall continue to be placed within their respective genre and in the same relative position in the Channel list as agreed to between the Parties and in compliance with the Applicable Laws, Cable TV Act and Rules framed thereunder.

(c) shall ensure the EPG at all times contains information pertaining to the programs being broadcast on the Channels in a manner approved by the Broadcasters without any additional cost or fee;

(d) shall assign a unique number for each television Channels available on its Platform; and

(e) the Channel number once assigned to a particular television Channel shall not be altered by the Operator without prior approval of the Broadcaster and TRAI. However, if the Broadcaster changes the genre or language of a Channel then the Channel number assigned to that particular television Channel shall be changed in order to place such Channel with the Channels of the new genre or language in the EPG.

(f) However, in the event the Operator avails any of the Incentive Scheme(s) then it shall be liable to comply with the conditions pertaining to LCN laid down in the respective Incentive Scheme(s).

4.8 Logical Channel Numbering (LCN)

(a) The Operator hereby undertakes that it shall not place any of the Channel(s) in a disadvantageous position or otherwise treat any of the Channels less favorably or in a discriminatory manner with respect to competing Channels on a genre basis while determining the Logical Channel Number and/or the EPG number of each Subscribed Channel on the EPG of the Operator's Platform;

(b) The Operator agrees and undertakes to maintain the same relative position (rank) for each and every Channel of the Broadcaster mentioned in the Agreement, in the respective genre list as well as in its all Channel list as agreed between the Parties. The Operator shall also ensure that it does not change the relative position of the Channels during the Term of the Agreement unless the same is approved by the Broadcaster in writing.

5. Monthly Subscription Fee

5.1 Maximum Retail Price (MRP) of Zee Channels, Calculation of Subscription Fee and Distribution Margin:

Maximum Retail Price (MRP) of Zee Channel(s):

(A) Maximum Retail Price (MRP) of Zee Channel(s) are as under:

(a) MRP of ZEEL Channels offered on A-la-carte basis is set out in **Schedule A**

(b) MRP of Bouquet of Pay ZEEL Channel(s) is set out in **Schedule A**

(B) ZEEL is also offering the Zee Channel(s) under Incentive Scheme(s) on MRP of A-la-carte and Bouquet (s) of Pay ZEEL Channel(s) as detailed in **Schedule C**

(C) In order to avail the Incentives under the Incentive Scheme(s) as mentioned herein, the Operator will have to comply with the conditions stipulated in the respective Incentive Scheme(s).

5.2 Calculation of Subscription Fee

During the Term, the Operator shall pay to ZEEL, the Subscription Fee which shall be calculated on a monthly basis in the manner set out in **Schedule B.**

5.3 Distribution Margin

The Distribution Margin shall be equal to **twenty percent (20%)** of the MRP of Pay ZEEL Channels or Bouquet of Pay ZEEL Channels as the case may be.

a. The Monthly Subscription Fee payable shall be exclusive of Indirect taxes/GST. In cases where the Operator procures the Channels for its multiple premises, Monthly Subscriber Reports for each such premises would be separately provided by the Operator.

b. The Monthly Subscription Fee shall also be subject to deduction of applicable TDS (under Income Tax and GST law as well). The Operator shall also furnish a certificate to the Broadcaster against such deduction within specified timelines.

c. At the time of payment of the Monthly Subscription Fee to the Broadcaster, the Operator shall inter alia mention (a) that the payment is towards the Monthly Subscription Fee (b) Invoice details against which the said payment has been made which would also include the details of the premise and registration number of Broadcaster and the premise and registration number of the Operator for which payment has been made and (c) Amount of payment along with TDS deducted thereon (GST TDS and/ or Income tax TDS).

d. The Operator acknowledges that in case where any advance Monthly Subscription Fee paid by the Operator is required to be refunded by the Broadcaster due to any reasons, amount of GST paid by the Broadcaster would be refunded only when the Broadcaster receives the refund of such GST from the government.

e. In the event there is any change in the amount of Monthly Subscription Fee, the Broadcaster shall issue GST compliant supplementary invoice, debit/ credit note (as the case may be) or any other document in this regard along with applicable GST / reversal of GST to the Operator (as the case may be). The Operator would be responsible to reverse input tax credit where such document is issued and should not dispute such amount.

f. For the purposes of this Agreement and basis the information/documents provided by the Operator, the Broadcaster shall charge the applicable rate of GST.

g. In case the Operator is eligible for any exemption or lower rate of tax, the Operator is responsible to provide the requisite details, documents, declarations or undertake any prescribed compliances for the purpose of tax exemptions / lower tax rates before supply of signals is made. In absence of this, no tax exemption/ lower rates would be extended.

h. The Parties acknowledge that in case of any incorrect / incomplete or any type of non-compliance at its end (defaulting Party) because of which a demand is raised by the tax authorities on the other Party (non-defaulting Party), the defaulting Party shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by the non-defaulting Party. In the event the Operator had executed an Agreement with the Broadcaster prior to this Agreement under which Operator owes any outstanding sums to Broadcaster, the Operator is hereby obligated and liable to make payments of entire such outstanding sums promptly (and in any event no later than Five (5) days of the Operator signing this Agreement) failing which the Broadcaster reserves the right to terminate this Agreement at any time by providing a prior Disconnection Notice.

i. During the Term, the Operator shall pay to ZEEL, the Subscription Fee which shall be calculated on a monthly basis in the manner set out in **Schedule B.**

6. Payment Terms

6.1 The Operator agrees to pay ZEEL, the Monthly Subscription Fee as per the terms set out in **Schedule B.** Any default by the Operator pertaining to Payment Terms shall constitute a material breach hereunder and ZEEL shall be entitled to switch off the signals of Zee Channels to the entire network of the Operator.

6.2 Further it is also agreed by the Operator that in case the Operator operates through any of its Joint Venture/Affiliate/associate network(s) in different parts of the cities/states of India then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such joint venture/Affiliate/associate entities of the Operator to ZEEL. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.

7. **Subscriber Reports**

7.1 The Operator shall maintain, at its own cost, SMS which shall be fully integrated with the DRM at all times. The Operator warrants that any activation or de-activation of a Subscriber's Set Top Box shall be processed simultaneously through both DRM and SMS.

7.2 The Operator shall provide to the Broadcaster complete and accurate number of Subscribers of the Channels in the Subscriber Reports and the tier and/or package in which the Channels are included within seven (7) days from the end of each month in the format provided by Broadcaster enclosed herewith as **Schedule E** together with such other information as the Broadcaster may require for determining the Monthly Average Active Subscriber Level and the Monthly Subscription Fee.

7.3 The Subscriber Reports provided by the Operator to the Broadcaster in accordance with **Clause 7.2** shall be system generated only through SMS and must be in a non-editable format and a 'pre-defined read only format' such as a suitable PDF format which cannot be manually edited and attested and shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each of the Channel and each package in which a Channel is included) and the Monthly Subscription Fees payable to the Broadcaster. Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each Zee Channel and each package in which a Zee Channel is included) and the Subscription Fees payable to ZEEL and in case the Operator opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the Operator to ZEEL

7.4 The Subscriber Reports shall be signed and attested by an authorized officer of the Operator of a rank not less than Head of Finance /Chief Financial Officer or any person duly authorized by the Operator who shall certify that all information in the Subscriber Report is true and correct. The Operator acknowledges that submission of the Subscriber Report in accordance with the provisions hereof is material to the Broadcaster.

7.5 The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable the Broadcaster to verify and ascertain (i) veracity of the Subscriber Reports submitted by the Operator, and (ii) the payments due to the Broadcaster hereunder.

8. Equipment

8.1 Procurement of Equipment

(a) IRDs used for decoding the signals of the Channels, details of which are specified in the Hardware Form, are provided by the Broadcaster to the Operator. The Viewing Card and/or CAM for the IRD shall always be provided by the Broadcaster to the Operator and shall at all times remain the property of the Broadcaster.

(b) In the event the Operator requests in writing, the Broadcaster may supply or cause to supply the Equipment in accordance with the current policy of the Broadcaster.

(c) Broadcaster may in its sole discretion require the Operator to make the following payments against delivery of the Equipment:

i) Processing Fee: The Broadcaster may require the Operator to pay one-time non-refundable processing Fee towards the Equipment for each Channel as per the Broadcaster's policy.

ii) Replacement Fee: In case the Operator requires replacement of defective Equipment, the Operator shall pay a non-refundable service charge per IRD or per VC, as the case may be, for one-time replacement. The

service charge amount shall be intimated by the Broadcaster based on the nature of defect in the IRD or VC as the case may be.

iii) Maintenance Fee: This Fee will be charged to the Operator on annual basis at the sole discretion of the Broadcaster, in connection with the maintenance contract for maintaining the Equipment's so provided by the Broadcaster.

iv) Courier/Taxes: The Operator shall pay the courier charges, taxes and other applicable levies and transportation charges for the Equipment.

(d) It is expressly agreed between the Parties that if within Fifteen (15) days from the date of dispatch of the Equipment to the Operator by the Broadcaster, the Operator does not intimate to the Broadcaster the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

8.2 Equipment provided by the Broadcaster to the Operator shall at all times remain the property of the Broadcaster, and not of the Operator. The Broadcaster may require the Operator to pay a refundable security deposit (the "***Security Deposit***") before the Broadcaster delivers the Equipment to the Operator. The Security Deposit, if not received separately shall first be adjusted from the Subscription Fees paid by Operator and only after the same is fully adjusted, the balance amount paid would be apportioned towards the Monthly Subscription Fees payable by the Operator under the RIO Agreement and the unadjusted Subscription Fees shall be carried forward and shall become due and payable by Operator accordingly. Upon the return of the Equipment to the Broadcaster by the Operator, the Broadcaster will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the Equipment, which shall be determined by Broadcaster at its sole discretion. Further, in the event the Operator fails to return the Equipment to Broadcaster, the Operator shall be liable to pay a sum of Rs. 1,000/- per day per IRD to the Broadcaster for the period during which the default continues.

8.3 The Broadcaster makes no representation or warranty as to the capabilities of the Equipment provided by it to the Operator and the Equipment shall be provided on "as is where is" basis. The Broadcaster shall not under any circumstances be responsible or liable for any malfunctions of such Equipment. However, in the event such Equipment require repair or replacement, the Operator may send a written request (email permitted) to the Broadcaster and the Broadcaster shall endeavour to have the Equipment repaired or replaced at the Broadcaster's sole discretion, subject to the Broadcaster's policies. All Equipment provided by the Broadcaster to the Operator shall be returned to the Broadcaster as directed by the Broadcaster immediately upon expiry or prior termination of the Agreement.

8.4 The Operator undertakes and covenants that each Equipment provided by Broadcaster to the Operator:

(a) shall be kept at a secure location approved by the Broadcaster in writing and the same shall not be moved from the installation address as specified in Hardware Form. The Operator grants the Broadcaster and/or its authorized agents the right at any time to enter the installation address to verify the presence of, and to inspect and test, each Equipment at the installation address. In the event any Equipment is missing, Broadcaster will be entitled to take any action in law, including under existing criminal laws, to recover such Equipment. Further, in the event any Equipment is lost, misplaced, stolen, or is in any manner alienated from the Operator's possession, the Operator shall immediately inform the Broadcaster of the same, with a copy of the relevant report lodged with the law enforcement authorities. The Operator shall also immediately initiate all steps that may be possible for the recovery of such Equipment, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the Equipment shall be borne solely by the Operator. In case such Equipment is not recovered, the Security Deposit shall be transferred to the Broadcaster in lieu of such Equipment and the Operator agrees that the Broadcaster shall be free to recover the balance costs, if any, of such Equipment from the Operator;

(b) is not opened, tampered with or reverse engineered in any manner whatsoever. In the event that the hologram seal affixed to the IRD is tampered with while the IRD is in the possession of the Operator, the Broadcaster may suspend the delivery of the Channels (after complying with the Applicable Laws) without any liability and the delivery of the

Channels will be restored only at Broadcaster's discretion and subject to the Operator paying a non-refundable reactivation fee of Rs. 5000/- (Rupees Five Thousand only) per Channel or higher as per the existing policies of the Broadcaster for each such event of suspension. The Operator acknowledges that the reactivation fee is not a penalty but a reasonable cost to be incurred by the Broadcaster for the restoration of the Channels after suspension. If the seal of the IRD is found to be broken, the Broadcaster may take back possession of the IRD and forfeit the Security Deposit of the Operator. Further, the Broadcaster shall be free to recover the balance cost, if any, of such IRD from the Operator if the Security Deposit does not cover the cost of such IRD. The Operator agrees to use the Equipment only in accordance with the technical specifications established by the manufacturer of the Equipment;

(c) is not sold, assigned, pledged or otherwise transferred to any third-party and/or transferred to any other location in breach of this Agreement,

(d) shall be returned forthwith to the Broadcaster in the event the Operator merges or amalgamates with another entity or ceases to operate its Platform; and

8.5 The Operator understands that mere possession of the Equipment and making all payments relating to it does not guarantee access to the Channels if the remaining clauses of the Agreement are not adhered to.

8.6 In the event the Operator fails to pay the Monthly Subscription Fees and/or upon expiry or termination of the Agreement, the Broadcaster shall be entitled to take back the possession of the Equipment from the Operator and deactivate the Viewing Cards.

8.7 In order to recover possession of the Equipment from the Operator, the Operator shall ensure that the authorized personnel of the Broadcaster are provided with unobstructed access to the premises of the Operator where the Equipment are installed and take possession of the same. The Operator shall not interfere with such procedure when such authorized personnel of the Broadcaster visit the premises during normal office hours.

9. Anti-Piracy

9.1 In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "***Piracy***"), the Operator shall, prior to the commencement of the Term and at all times during the Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the Platform and conditional access delivery and content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures (hereinafter collectively referred to the "***Security Systems***") as may be specified in a non-discriminatory manner hereunder or in writing, from time to time, by the Broadcaster. The Operator shall comply with the Anti-Piracy Requirements set out in herein and in **Schedule H** and also provide the full and complete information for conducting Technical Validation by the auditors, empaneled by the Authority for conducting such Audit, by furnishing details outlined in **Schedule I** attached herewith.

9.2 To ensure the Operator's ongoing compliance with the security requirements as set out in this Agreement, the Broadcaster may require technical validations ("***Technical Validations***") to be conducted by a technical expert in the field of Anti-piracy and/or content protection, at the Broadcaster's cost and expense. If the results of any Technical Validation are not found to be satisfactory by either the Operator or the Broadcaster, then Operator shall work with Broadcaster in resolving this issue in the next fourteen (14) business days. The Operator shall, if required, forthwith resort to appropriate remedial measures, by way of adopting appropriate state of the art or next generation technology that shall improve the accuracy and efficacy of the Security Systems. If a solution is not reached to the Broadcaster's satisfaction by the end of said Fourteen (14) days then, the Broadcaster may, in its sole discretion, suspend the 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 Broadcaster's satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Validation to verify that the systems, procedures and security measures have been corrected by the Operator to the Broadcaster's satisfaction. For avoidance of doubt, Technical validation is a process for antipiracy to protect broadcaster copyright and is not an Audit as per Regulation 10(7) and/or

Regulation 15 of Interconnection Regulations as amended from time to time and conduct of this validation shall not in any way be construed as conduct of the Broadcaster caused Audit.

9.3 For every Technical Validation referred to above, the Operator shall make available all the records, systems information and details for validation by a technical expert along with the Broadcaster's authorized representatives on reasonable notice to the Operator, during normal business hours during the Term of the Agreement and for 1 (one) year after the termination of this Agreement. Provided further that neither the Broadcaster's acceptance of any such information nor payment for any deficiency or the Broadcaster's validation of the Operator's records or accounts shall prevent the Broadcaster from later disputing the accuracy or completeness of any payment made or information supplied by the Operator. The Broadcaster and its representatives shall be entitled to visit all offices, head ends, control room and other locations (of the Operator and/or, any of its sub-Operator) for any such validation. The Operator undertakes to provide and cause to provide access to all offices, head ends, control room and other locations (of the Operator and/or, any of its sub operator) for any such validation by the Broadcaster or its representatives.

9.4 The Operator shall deploy Fingerprinting mechanisms to detect any Piracy, violation of copyright and unauthorized viewing of the Channel(s), distributed/transmitted through its Platform at least once every Ten (10) minutes on 24 x 7 x 365(6-leap year) basis. The Operator undertakes to initiate the Fingerprinting as and when requested by the Broadcaster, in the event any Piracy is detected.

9.5 The Operator shall comply with all content protection measures that may be specified by the Broadcaster from time to time and shall report compliance to the Broadcaster in a timely manner as may be required and specified by the Broadcaster. The Operator shall also allow the Broadcaster full access to systems and controls for the Broadcaster to be satisfied that the Operator is fully compliant with such content protection measures as may be specified by the Broadcaster in this regard.

9.6 The Operator shall not allow unauthorized taping or receipt of the Channel(s). The Operator shall not authorize, cause or suffer any portion of the Channel(s) to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for linear distribution by Operator at the time the Channel(s) is made available. The Operator shall not authorize or permit infringement of any copyrighted material exhibited on the Channel(s), or use the rights granted to it under this Agreement for any unlawful purpose.

9.7 If the Operator becomes aware that any unauthorized third-party is recording, duplicating, cablecasting, exhibiting or otherwise using the Channel(s) for any other purpose, the Operator shall immediately notify the Broadcaster and the Operator shall switch off the concerned Set Top Box/Unique Consumer Subscription to prevent such unauthorized use. However, use of a Set Top Box with the Recorder facility which has been supplied to the Subscribers by the Operator shall not be treated as unauthorized use; provided (a) such Recorder facility in the STB complies with the terms of this Agreement; (b) such STB is used in accordance with the terms and conditions of the Interconnection Agreement between the Operator and the Subscriber, (c) the Subscriber uses it strictly for non-commercial use and personal consumption.

9.8 If so instructed by the Broadcaster, the Operator shall shut off or de-authorize the transmission to any unauthorized Subscriber indulging in Piracy, within five minutes from the time it receives such instruction from the Broadcaster, Within six (6) months of signing of this Agreement the Operator shall setup a portal where access is provided to the Broadcaster representative to directly switch off STB/Unique Consumer Subscription which is indulging in Piracy. Any communication under this clause shall be considered as valid information only if the information is sent through an official e-mail of a designated officer of the Broadcaster. However, such foregoing information may even be provided by the Broadcaster representatives through other means of communications such as telephonic message, fax, etc. and the said information shall later be confirmed by the Broadcaster through e mail and the Operator shall be under an obligation to act upon such information relating to Piracy and switch off the concerned STB/Unique Consumer Subscription.

9.9 In such instances where the Operator is the only Party that is allowed to initiate legal action against an unauthorized Party, including, but not limited to, the filing of criminal complaints against such unauthorized Party, the Operator

agrees to grant necessary rights to the Broadcaster to initiate legal action. In the event the Broadcaster cannot initiate such legal action, against an unauthorized Party, for want of locus standi, the Operator agrees to initiate the same. In all cases where legal action is initiated by the Broadcaster, the Operator agrees to provide the Broadcaster with all the necessary/required assistance.

9.10 In addition to the above, the Operator shall, at its own expense, take all necessary steps to comply with the obligations set forth in **Schedule G** and **Schedule H.**

10 **Audit and Subscriber Management System**

10.1. The Operator shall during the Term of the Interconnection Agreement cause Audit of its Subscriber Management System (SMS), Digital Rights Manager (DRM) and other related systems from such auditors as empaneled by TRAI from time to time under the TRAI Regulations to confirm inter alia whether their SMS, DRM and other related systems are in compliance with the TRAI Regulations and also to verify and confirm whether the Monthly Subscriber Reports made available by the Operator to Broadcasters are complete, true and correct, and issue an Audit report to this effect to Broadcaster as per applicable laws at email id audit.team@zee.com or upload at portal https://sms.zeeconnect.in/. The Operator shall obtain a certificate from such auditor that the Operator's digital addressable systems meets the requirements specified under the TRAI Regulations provided that failure to comply with this provision by the Operator will constitute a material breach of this Agreement. The Audit caused by the Operator shall be in accordance with the timelines specified under the applicable laws The Operator shall give thirty (30) days' prior written notice to ZEEL at audit.team@zee.com before causing the Audit of its Addressable Systems. Provided that the Audit and penalty under this clause shall be as per applicable laws.

10.2. In the event, the Broadcaster is not satisfied with the report received by the Operator under Clause 10.1 of this Agreement or, if in the opinion of ZEEL the addressable system being used by the Operator does not meet requirements specified under the Schedule X of Interconnection Regulation, The Broadcaster shall be entitled to take appropriate measures as per the Audit Manual and Interconnection Regulations as applicable. . The scope of the said Audit will be as defined in Schedule I to this Agreement. In the event the Operator fails to provide Audit report as per applicable laws then in such an event, ZEEL shall at its discretion levy an additional charge equivalent to ten percent (10%) of one (1) month's Subscription Fee paid by the Operator for the previous month. For the avoidance of doubt, it is clarified that the additional charge of ten percent (10%) as referred to above shall continue to be levied on incremental monthly basis till the Audit report is received. If such review and/or Audit report reveals that additional fees is payable to the Broadcaster, then after measurement of such incremental Fees (which should be done by the Broadcaster by 10th day from the end of review/Audit), the Broadcaster shall raise invoice on the Operator for payment of differential Fees. Further, such date of determination shall be deemed to be the completion of event for the differential Fees that is to be paid by the Operator. The Operator shall immediately pay such Fees, as increased by interest rate @18% per annum, failing which the Broadcaster may, notwithstanding anything contained elsewhere in the Agreement, suspend any of the Channel or terminate this Agreement, by giving such notice to Operator as is required under applicable TRAI regulations, without prejudice to the Broadcaster's right to claim the additional Fees. At the end of each of these Audits, the Operator shall provide the Broadcaster with a current date Channel-wise (Bouquet/A-la-carte) Subscriber Report from its SMS, certified by its SMS manufacturer/vendor. In the event during the Audit exercise if it is found that the Operator has not informed ZEEL about any change/ replacement of his existing SMS / DRM system declared at the time of execution of the Agreement or in case where the Operator has introduced and is making use of one or more SMS / DRM systems for which it has not declared true and correct Subscribers count along with the choice of Channels subscribed by the Subscribers then in such an event ZEEL shall at its discretion, charge for such additional Subscribers attributable to such supplementary/ additional SMS/DRM systems with a penalty @ 100% of the MRP for such Channels from the date of Agreement. For example, if the undeclared number of Subscribers is say 500 and the MRP share of ZEEL is Rs. X, then in such a scenario the Operator shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).

10.3. In the event during Audit exercise if it is found that the operator has provided signals to any device and/or systems and/or technology which have been restricted as per clause 3.15 of this, then in such event ZEEL shall at its discretion impose a strict penalty up to 100% of the maximum retail price for such channels from the date of Agreement

10.4. Notwithstanding anything to the contrary contained herein, if during review and/or Audit of the SMS, DRM, other related systems and records of SMS and DRM of the Operator, it is revealed that the Operator has misrepresented any information contained in the Incentive Qualifying Report or any item having a bearing on the computation of the opted Incentives and/or the Monthly Subscription Fee payable by the Operator, the Broadcaster shall be entitled to revoke all the Incentives availed by the Operator and seek appropriate refund of same along with interest. If Broadcaster has already paid the eligible Incentive, in which case Operator shall be liable to issue a credit note in accordance with the applicable GST Laws to the Broadcaster of the Eligible Incentive already paid by the Broadcaster.

10.5. The Operator shall maintain at its own expense the SMS and all the technical requirements which are listed in **Schedule G.**

10.6. In addition to the various rights and remedies as may be available under law, any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement causing substantial loss to the Broadcaster. Provided that nothing stated herein above amounts to waiver by the Broadcaster of its right to deactivate the signals of its Channels as per Applicable Law, if such Audit reveals that the addressable system being used by the Operator does not meet the requirements specified in the Telecommunications (Broadcasting & Cable) Services Interconnection Regulations, 2017 and the Telecommunications (Broadcasting & Cable) Services Digital (Addressable Systems)Audit Manual dated 8th November 2019 ("**Audit Manual**") (as may be amended form time to time).

10.7. The Operator shall be under a legal obligation to revert as per applicable laws (**"Revert Period"**) after a request is received for Audit from the Broadcaster. In the event the Operator fails to respond or fails to provide a convenient date for Audit falling then in such an event, it shall be deemed to be refusal on the part of the Operator to allow the Broadcaster to conduct Audit. Accordingly, the Broadcaster would be entitled to disconnect the signals of the Channels of the Broadcaster after following due process of Applicable Law.

10.8. The Operator as applicable acknowledges that in the event the Operator confirms a date for Audit of its System to the Broadcaster and consequently the TRAI Empaneled Auditor appointed by the Broadcaster along with Broadcaster's representative reaches the Operator's headend on the scheduled Audit date and where the Audit is cancelled or postponed or abandoned, due to any reason attributable to the Operator, in such a case entire cost for the said Audit (including but not limited to cost towards travelling, lodging and boarding of the entire team) shall stand to the account of the Operator as due and payable to the Broadcaster. The Operator agrees to pay the aforesaid cost to the Broadcaster upon a demand being raised by the Broadcaster on the Operator in this regard.

10.9. The Operator as applicable shall allow presence of ZEEL representatives during the Audit in accordance with this Agreement.

10.10. The Operator as applicable shall provide full cooperation to the empaneled auditors appointed by ZEEL in order to carry out the Audit including but not limited to granting unfettered, unqualified and unrestricted access to Operator's facilities and systems including but not limited to SMS, DRM, IT, billing, and all other digital addressable systems being in use of the Operator headend and providing documents as may be required by the auditors. Operator shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such Audit and shall be provided with free ingress and egress from the premises wherein such Audit is conducted. The Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the Audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the Audit. The provisions contained in this Clause shall also apply to Technical Validations as stated in Clause 15 herein below. Any breach by or on the part of the Operator with regard to the above covenants shall be construed as material breach of this Agreement.

10.11. The Operator shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, LCN of ZEEL Channels along with sequential positioning thereof within the genre and shall submit the

monthly report thereof in a stipulated format to ZEEL.

11 Representations and Warranties

11.1 The Operator represents, covenants, warrants and undertakes to the Broadcaster as follows:

i. it has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder;

ii. by executing this Agreement, the Operator is not in breach of any of the provisions contained in any other Agreement executed by the Operator with any third-party;

iii. it has the appropriate net worth, necessary infrastructure including office, support staff and the equipment for running the Platform smoothly and efficiently and discharging its entire obligations under this Agreement;

iv. it shall abide by the Applicable Laws including the Cable TV Act and Interconnection Regulations;

v. it shall duly inform the Broadcaster in the event of any changes or termination in its registration/license;

vi. the STBs, DRM and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs and their installed microchip used by the Subscribers shall prohibit use of digital outputs;

vii. it shall provide the accurate Subscriber Reports and pay the Monthly Subscription Fees on the Due Dates, together with applicable taxes;

viii. it shall not retransmit the Channels via any medium other than the Operator's Platform;

ix. it shall provide the Broadcaster with 10 STBs/Unique Consumer Subscription for which the Broadcaster shall pay applicable charges authorized for every Channel distributed by the Operator for monitoring the Anti-Piracy;

x. it shall maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify the Broadcaster of any degradation to signal of any of the Channels;

xi. it shall ensure that EPG functionality, user interface and on-screen display ("***OSD***") appears at the Subscriber's option provided such interface appears at the bottom part of the screen and does not cover more than 10 % of the television screen size and does not obscure the program on the Channel;

xii. it undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Channels;

xiii. it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify the Broadcaster of any unauthorized copying, taping or use of any part of the Channels and shall fully cooperate with all requests by the Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease;

xiv. if allowed under this Agreement, the content stored in the PVR or DVR shall always be encrypted and shall not be capable of transfer to and/or play on other devices;

xv. it shall not push content onto the STBs/devices on which Unique Consumer Subscription is logged in, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Channels;

xvi. it shall not discourage in any manner whatsoever the Subscribers and/or general public at large from not subscribing to the Channel(s) and/or it shall not engage in any kind of negative marketing/advertising/running scrolls that may discourage the Subscribers and/or general public at large from subscribing the Channel(s);

xvii. it shall not modify, misuse or tamper with the Equipment including the seal (paper or holographic seal to prevent opening of the Equipment) or any signals emanating therefrom in a manner that prevents the correct identification of the Equipment by their original identification code or interferes with the signals emanating therefrom;

xviii. it shall keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the Broadcaster in the event of any mechanical/technical fault in the Equipment;

xix. it undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify the Broadcaster against any default or non-payments in this regard;

xx. upon expiry/termination of the Agreement, it shall return to the Broadcaster the Equipment in good working condition and pay to the Broadcaster all outstanding payments that may be payable to the Broadcaster under the Agreement on the date of termination;

xxi. it further ensures that the Channels shall only be activated through the authorized digital addressable STB/ devices on which Unique Consumer Subscription is logged in which meets the specifications prescribed by the Bureau of Indian Standards ("***BIS***");

xxii. once the Channels are included in a Bouquet, the Operator shall not stop exhibition of the Channels without strictly following the procedure prescribed for changing the composition of the Bouquet under the QoS and shall also be under a legal obligation to comply with the conditions stipulated in the Incentive Scheme opted by the Operator (if any);

xxiii. it shall allow distinct choice of Channels and Bouquets of Channels to each TV connection or Set Top Box/Unique Consumer Subscription in a Multi TV Home.

xxiv. it shall comply and remain fully compliant with the terms of this Agreement at all times during the Term;

xxv. it shall not make its Subscribers take other Channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees as stipulated by TRAI/Applicable Laws, as a precondition to receive the signals of the Broadcaster;

xxvi. it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster;

xxvii. none of Broadcaster's Channels shall be included in any package or tier that contains any Channel with pornographic content or any gambling Channel or any Channel which is prohibited to be broadcasted under the Applicable Laws;

xxviii. it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, licence or approval of any governmental authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement;

xxix. it is financially solvent and is capable of discharging its payment obligations under this Agreement; and

xxx. it shall not discontinue carrying the television Channel(s) of the Broadcaster on its network unless the requirement as regards the discontinuation threshold for a television Channel as prescribed in Schedule VIII of Regulation 4(8) of the Interconnection Regulations as amended by the 2020 Amendment Regulations; is fulfilled.

xxxi. the Operator hereby agrees to read, understand and comply with ZEEL's code of conduct as updated from time to time, and located at https://www.zeeconnect.in/HRPolicies/policies/Code_of_Conduct_Policy.pdf ("**Code**") and agrees to conduct business in strict legal compliance and with the highest ethical standards. The Operator further agrees to comply with ZEEL's Whistle Blower Policy, as updated from time to time, and located at https://www.zeeconnect.in/HRPolicies/policies/Whistleblower_and_Vigil_Mechanism_Policy.pdf ("**WBP**"). The Operator further agrees to report to ZEEL about any form of corruption (including without limitation financial malpractice, dishonesty, money laundering, corruption and fraud), or any other unethical and/or suspected behaviour that may impact ZEEL in any manner during the Term of this Agreement. The Operator shall duly disseminate the details of the WBP and contact number of the Vigilance Officer to all their employees, representatives, agents and business associates.

11.2 Other Obligations of the Operator

a. The Operator shall intimate ZEEL promptly in writing via **Service form 5- Form for Change of Control,** regarding the proposed merger, de-merger, amalgamation, consolidation, reorganization, joint venture, corporate restructuring or any other business arrangement involving the Operator or any change of control/management or acquisition of majority stake or controlling stake of the Operator by any other entity or acquisition by the Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the Operator's assets and/ or purchasing by the Operator of the whole or a substantial portion of the assets of another entity (**"Change Event").** In the event of the aforementioned scenarios, ZEEL reserves its right to deactivate the signals of the ZEEL Channels to the Operator's network as per Applicable Laws.

b. If the Operator merges with, acquires or is acquired by a competing distribution platform operator operating in the Authorised Area (**"Competing Platform"**) and the Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the Channels(s) pursuant to this Agreement or the Operator distributes the said Channel to the Subscribers of the Competing Platform, the Operator or the successor company shall be obligated to pay the Broadcaster the Monthly Subscription Fee from the effective date of the merger, on the basis of this Agreement within thirty (30) days from the date of the merger based on the revised Subscriber base of Operator and the Competing Platform or the successor company/Affiliates/joint ventures/networks (as the case maybe).

c. If the Operator merges with, acquires or is acquired by a Competing Platform and the Channel(s) are carried on Platform and the Competing Platform, then the Monthly Subscription Fee payable by the combined entity/Platform would be in accordance with the respective Agreements of the Broadcaster, with the Platform and Competing Platform prior to such merger, till a fresh Agreement is entered into with the Broadcaster for the combined entity.

d. Without prejudice to the aforesaid provisions, the Operator agrees not to connect or make available the signals of the Channels through the distribution system/DAS to any Independent Affiliate, having outstanding arrears payable to the Broadcaster, without the Broadcaster's prior written consent vide a written agreement. The Broadcaster has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the Operator does not clear all the outstanding amounts payable by the Independent Affiliate to the Broadcaster for such time the Independent Affiliate has been availing the signals of the Channels.

e. The Operator further agrees to intimate ZEEL regarding a proposed Change Event promptly by submitting the Service Form 5 for Change of Control made available on ZEEL's website. In which event, ZEEL reserves its right to deactivate the signals of the Zee Channels as per Applicable Laws

f. The Operator shall not offer limited period exhibition of any Channel(s) to the Subscribers.

g. The Operator shall not distribute the Channels outside the Authorised Area through any other mode without the express written consent/Agreement of the Broadcaster.

h. The Operator shall display the name and maximum retail price of all the Channels opted by the Operator in its EPG.

i. Any Agreement entered into by the Operator, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the Operator, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and the Operator shall ensure that such Agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement.

j. The Operator shall offer to all Subscribers the Bouquet(s) of the Channels offered by the Broadcaster for which Interconnection Agreement has been signed with the Broadcaster, without any alteration in composition of the Bouquet(s). In case the Operator opts for certain Bouquet(s) but does not carry all the Channels constituted in the Bouquet, then the Operator shall be liable to pay for the Channels on an A-la-carte basis.

k. The Operator shall make the payment of Monthly Subscription Fee irrespective of the Operator's collection of the invoiced Monthly Subscription Fee from its sub-operator/Affiliate/LCOs/Subscribers in a timely manner, the Operator shall pay the Monthly Subscription Fee on or before the Due Date prescribed in this Agreement.

l. The Operator undertakes that it shall ensure and cause its Affiliates/LCOs who would be transmitting the signals of the Channels to the Subscriber to comply with the terms of this Agreement and the requisite TRAI Regulations. The Operator acknowledges that in case of breach of this undertaking the Broadcaster shall be entitled to switch off the signals of the Channels. The Operator shall also provide details of such Affiliates/LCOs and keep the Broadcaster updated in this regard from time to time.

m. In case the Operator operates through any of its joint venture/Affiliate/associate Network(s) in different parts of the cities/country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such joint venture/Affiliate/associate entities of the Operator to the Broadcaster in DAS I, DAS II, DAS III and DAS IV areas referred to as "DAS" notified areas. Further it is also agreed by the Operator that any other Independent Affiliate taken over by the Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the Term of this Agreement.

n. The Operator acknowledges and agrees that if it facilitates the broadcast of the competition Channels in the same genre in multiple languages, the Operator shall extend the same facility to the Broadcaster's Channels as well at no additional cost.

12 Intellectual Property

12.1 Unless notified to the contrary by the Broadcaster, in all trade references, advertising, promotion and marketing, the Channels shall be referred to exclusively as designated herein. As between the Broadcaster and the Operator, Intellectual Property over the Channels, marks associated with the Channels, logo, and names shall belong exclusively to the Broadcaster or its Affiliates or Broadcaster's rights holder (collectively referred to as "***IP Owners***"). The Operator shall not claim adversely to or challenge the rights of the IP Owners with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of the respective IP Owners and agrees to renounce such rights and sign all necessary documents which the Broadcaster may require the Operator to do. The Operator shall not use any material contained in any of the Intellectual Property without the prior written consent of the Broadcaster. If the Broadcaster authorizes such use, the Operator shall use such Intellectual Property in connection with the Channels only and only in accordance with the Broadcaster's written instructions. The Broadcaster reserves the right to inspect any such material at any time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name or seek to register any Intellectual Property which in the

Broadcaster's opinion is colorable imitation or deceptively similar to the Intellectual Property. The Operator shall include appropriate copyright and other legal notices as the Broadcaster may require and shall promptly call to the attention of the Broadcaster the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third-party in the Authorized Area. The Operator shall within ten (10) days after termination of this Agreement return to the Broadcaster, or at Broadcaster's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of the Broadcaster are similar to any Intellectual Property, and shall transfer or cause to be transferred to the IP Owners (and at no cost to the Broadcaster or any of the IP Owners) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property.

12.2 The Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the Platform subject to prior written approval of the Broadcaster. However, the Operator can use the Channel Marks to promote the Channel(s) through programme guide, programme listing and for the purpose of displaying the EPG, if any.

12.3 The Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential Subscribers. The Operator acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the service) are and shall remain the exclusive property of the Broadcaster /IP Owners and its licensor(s), as applicable. The Operator has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Broadcaster shall have the sole discretion to approve the use of such Channel Marks by the Operator with respect to the programmes included in the Channels. The Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by the Broadcaster or its programme suppliers/licensor(s) and disclosed to Operator by the Broadcaster for the purpose of this Agreement.

13 Advertising/ Marketing/Promotion

13.1 The Operator shall promote the Channels in the same manner and to the same extent as any other Channels distributed by the Operator on its Platform; provided that the Operator may carry out any specific promotion with respect to certain specific Channels, if such Channels provide the Operator with financial assistance with respect to such promotion. Notwithstanding the foregoing, the Operator agrees that it shall provide the Broadcaster with the same opportunity to carry out specific promotions for the Channels. Moreover, the Operator agrees that the Channels will be treated similarly in terms of size and prominence (taking into consideration the context) to other Channels in any advertising material where the Channel Marks appear with the logos and names of all other Channels. In any promotion and marketing of the Channels, the Operator shall use only promotional material provided or pre-approved by the Broadcaster in strict adherence to the Broadcaster's instructions or if the marketing materials for the Channels are created by or on behalf of the Operator, these must be submitted to the Broadcaster for the Broadcaster's prior written approval. The Broadcaster shall make available to the Operator promotional and marketing materials in accordance with the Broadcaster's prevailing current practices. The Broadcaster may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. The Operator shall cooperate with Broadcaster in such research by making available information reasonably requested by the Broadcaster including the relevant data and address details of its Subscribers. The Broadcaster and the Operator agree to discuss joint marketing efforts and the coordination of marketing and promotion for the Channels and the Platform.

13.2 Notwithstanding anything contained elsewhere in this Agreement, the Operator shall not without the prior written permission of the Broadcaster promote or associate itself in any manner whatsoever with any programming carried on the Channels. Specifically, the Operator shall not market, promote or in any other manner whatsoever seek to draw any association between the Operator and any programme on the Channels. The Operator may only use the official logo of the Channels for any non-commercial purpose, promotional or marketing of the Channels on the Operator's network and provided such use is first approved by the Broadcaster in writing.

13.3 The Operator shall not:

i. engage in any kind of promotions, special screenings, private shows, exhibit in public viewing areas, any special schemes or any deals involving any particular event, show or programme on the Channels;

ii. use or exploit any of the logos or marks or the title of any event, show or programme of the Channels including without limitation, engaging in promotions via cutouts, banners or hoardings displaying any brand names or logos or trademarks of any such event; and

iii. obscure the viewing of any Channel by inserting any form of graphics, pop ups, aston bands, scrolls, squeezers, pre-rolls, post rolls, logos, brand names, virtual advertising, etc.

14. Term

14.1 Unless terminated in accordance with the terms hereof, this Agreement shall be valid for such time period as specified herein, forming part of this Agreement which shall not exceed twelve (12) months from Agreement Start Date _____.

14.2 The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. ZEEL will send a written notice to the Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement.

Provided further that if the Parties fail to enter into new Interconnection Agreement before the date of expiry of this Agreement, ZEEL will disconnect the re-transmission of the signals of the Channels on the expiry date of this Agreement.

Provided further that the Operator shall, fifteen (15) days prior to the date of expiry of this Agreement, inform its Subscribers through scrolls on its Platform:

a) the date of expiry of this Agreement;

b) the date of disconnection of signals of ZEEL Channels in event of its failure to enter into new Interconnection Agreement.

14.3 Any signed Agreement from the Operator shall not be legally binding if it is received after a new version of RIO/ Agreement is uploaded by ZEEL on its website. In the event ZEEL modifies and uploads a revised RIO/ Agreement on its website, any unexecuted Agreement(s) of previous RIO versions shall be null and void.

15. Termination and Suspension

15.1 Subject to Applicable Law and without prejudice to other rights and remedies available to ZEEL under this Agreement and Applicable Law, either Party shall have a right to terminate the Agreement forthwith/by providing a prior Disconnection Notice to the other Party in the event of:

i. any material breach of the Agreement by the other Party which has not been cured within twenty-one (21) days of being required in writing to do so;

ii. the bankruptcy, insolvency, or appointment of receiver over the assets of the other Party or admission of any winding up petition against the other Party; or

iii. The Operator's License or any other material license necessary for the Operator to operate its Platform being revoked at any time other than due to the fault of the Operator.

15.2 The Broadcaster shall have the right in its sole discretion to forthwith suspend the delivery of Channels and/or terminate the Agreement forthwith by providing a prior Disconnection Notice as per Applicable Laws to the Operator in any of the following events:

i. revocation, termination or suspension of the Operator's License or any other material license necessary for the Operator to operate its Platform;

ii. any material breach of the Agreement which in the Broadcaster's sole opinion is not capable of a remedy;

iii. any breach of the Agreement which, if capable of a remedy within ten (10) days' notice period, is not remedied by the Operator to the satisfaction of the Broadcaster during the period of Disconnection Notice;

iv. If Operator fails to make payment of the Monthly Subscription Fees on or before the Due Date;

v. material breach related to non-submission of Subscriber Report.

vi. material breach related to Anti-Piracy, if such breach is not cured within the initial notice period of two (2) days.

vii. If there is a change in the ownership, management or control of the Operator which is not pre-approved by the Broadcaster.

viii. The Operator fails to execute the fresh Interconnection Agreement on the expiry of the Agreement as set out hereinabove.

It is hereby clarified between the Parties hereto that during the Term of the Agreement, if supply of signals of the Channels of the Broadcaster has been discontinued to Operator's network inter alia due to non-payment of the Monthly Subscription Fees / non-submission of MSRs / non- submission of Audit report/not allowing the Broadcaster to Audit the system/ non-compliance of the Technical requirements (as mandated under the TRAI Regulations) as may have been pointed out by the TRAI Empanelled Auditor in the course of conduct of the Audit of the Operator's SMS and DRM systems, the supply of signals may be re-activated/re-stored by the Broadcaster at its discretion upon the breach being remedied by the Operator to the satisfaction of the Broadcaster during the Term. In such an event, the Agreement shall be deemed to be valid only for the remainder period of the Term. However, in the event where the breach is not remedied during the validity of the Agreement, the signals may be re-activated by the Broadcaster only upon execution of a fresh Interconnection Agreement by the Operator and suitable remediation of the breach to the satisfaction of the Broadcaster.

15.3 The Operator shall have the right to terminate the Agreement if the Operator discontinues its business and provides at least 90 (ninety) days prior written notice vide **Service form 6- Form for Discontinuation of Operations,** which is provided under this Agreement and ZEEL's website.

15.4 The Broadcaster shall have the right to disconnect/discontinue any of the Channels / Bouquet(s) or make changes in the nature or composition of the Channel(s)/Bouquet(s) (as the case may be) at any time by giving a prior written notice of 21 (twenty-one) days or such other notice period as mandated under the Applicable Laws.

15.5 The Broadcaster shall have the right to terminate this Agreement by a written notice to the Operator if the Operator breaches any of the Anti-Piracy Obligations and fails to cure such breach within ten (10) days of being required in writing to do so.

15.6 In the event the Applicable Laws are amended during the subsistence of this Agreement in a manner to remove the period for which the Disconnection Notice needs to remain valid before the signal of any or all of the Channels are switched off and accordingly the Agreement can be partially or wholly terminated respectively by the Broadcaster, the remedy period for Operator's breach in Clause 15.2 (iii) shall be such period as may be prescribed by the Broadcaster in its Disconnection Notice to the Operator.

15.7 The Broadcaster shall have the right to discontinue/remove/withdraw one or more Channels ("***Affected/Removed Channels***"), as per Applicable Law and subject to Clause 15.4. Once a Channel becomes an Affected/Removed Channel, the same shall cease to be made available by the Broadcaster on an A-la-carte and/or as part of Bouquet. In case of any Broadcaster Channel being discontinued by the Broadcaster, effective MRP of the subscribed Bouquet consisting such Channel(s), would get adjusted by a factor of an A-la-carte price of Removed Channel(s) to sum of A-la-carte prices of all Channels forming part of that subscribed Bouquet.

15.8 Upon expiry or termination of this Agreement for any reason:

i. each Party shall return to the other Party the Confidential Information, all materials and information (including intellectual property) pertaining to the other Party or destroy the same upon being advised to do so by the other Party. The Operator shall forthwith cease to use the Confidential Information pertaining to the Broadcaster;

ii. the Operator shall return the Equipment supplied by the Broadcaster in accordance with the terms of this Agreement;

iii. the Operator shall cease to make any representations that it is associated with the Broadcaster or the Channels;

iv. cease to distribute/re-transmit Broadcaster's Channels to the Subscribers; and

v. The Operator shall within seven (7) days from the date of termination deliver to the Broadcaster all due and pending Reports and shall pay all pending payments including interest accrued to the Broadcaster till date of deactivation.

15.9 Termination or expiry of this Agreement will not affect the Operator's obligations that are meant to survive the expiry or termination of this Agreement including the payment of the Monthly Subscription Fees payable under this Agreement. For purposes of clarity, where the Agreement is terminated in accordance with the provisions hereof the Monthly Subscription Fees shall be payable until the Effective Date of termination.

15.10 Pursuant to Clause 15.2 of this Agreement and without derogating in any manner the right of the Broadcaster to terminate this Agreement, where the Broadcaster opts to suspend this Agreement partially in respect of certain specified Channels ("***Suspended Channels***") or whole of this Agreement in respect of all the Channels, then the Broadcaster shall have a right, in addition to all the other rights and remedies available to the Broadcaster in law, contract or equity, to claim the Monthly Subscription Fees in respect of all the Channels or the Suspended Channels, as the case may be, for the period starting from when the suspension is promulgated by the Broadcaster through and until the Agreement is either reinstated or terminated by the Broadcaster.

15.11 It is agreed and acknowledged by the Operator that if the Broadcaster chooses to terminate the Agreement in its entirety or partially in respect of certain Suspended Channels due to the Operator having failed to remedy the breach notified by the Broadcaster pursuant to Clause 15.2 due to which the Broadcaster had suspended the Agreement, The Broadcaster may not be required to provide a fresh Disconnection Notice if it is not required by the Applicable Laws.

15.12 The provisions of clause related to Indemnification, Limitation of Liability and Confidentiality shall survive the termination of this Agreement.

16. Indemnification, Limitation of Liability

16.1 The Operator shall indemnify and hold the Broadcaster and its respective officers, directors, employees, agents and Affiliates, harmless from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of: (a) the breach of any representation, warranty, covenant or undertaking made by the Operator hereunder or any other obligation of the Operator arising out of this Agreement; and (b) any third-party claims that are brought against the Broadcaster which arise due to breach of any terms of this Agreement or misrepresentation by the Operator or breach of a covenant, undertaking

or warranty by the Operator. The Broadcaster shall notify the Operator in writing of the claim or action for which such indemnity applies.

16.2 The Broadcaster shall not be liable to the Operator, any Subscriber or to any third-party, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience due to deprival of any programme or information whether attributable to any negligent act or omission or otherwise.

16.3 The aggregate liability of the Broadcaster and its Affiliates to the Operator for any and all loss, damage, cost and expense arising out of or in connection with (and whether arising before or after termination of) this Agreement, whether in contract, tort (including negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise, shall not exceed the sum equal to the Monthly Subscription Fee for the last month actually paid by the Operator to the Broadcaster under this Agreement.

16.4 The Operator undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of Operator. Nothing in this Agreement or the contract(s) executed between the Subscriber and the Operator or its Affiliates or the LCOs shall entitle the Subscriber to receive the Channels from the Broadcaster or create any direct relationship between the Subscriber and the Broadcaster.

16.5 It is expressly understood and agreed between the Parties that ZEEL shall have no liability or obligation whatsoever under this Agreement, towards the Operator, the Subscribers or any other person or Authority, arising from and/or in respect of:

i. any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow ZEEL's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by ZEEL, in which event ZEEL shall not be under any obligation to provide Operator with any other Equipment;

ii. deactivation, disconnection, interruption of ZEEL Channels or termination of this Agreement by ZEEL in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of non-payment of the Monthly Subscription Fee by the Operator or on account of any other breach of this Agreement by the Operator); or

iii. failure on the part of the Operator to maintain the licenses and approvals required under Applicable Law;

iv. any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of ZEEL;

v. any inaction or default on the part of the Operator, its distributor or installer.

17. Governing Law and Jurisdiction

The RIO along with the Interconnection Agreement shall be governed by Indian laws. TDSAT shall have an exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of the RIO and/or Agreement and any instrument executed thereunder. Nothing contained in this Agreement shall be construed as restricting or limiting the right of the Broadcaster to take action for violation of its rights under all Applicable Laws.

18. Miscellaneous

18.1 Entire Agreement and binding effect

i. This Agreement shall constitute the entire Agreement between the Parties with respect to the subject matter contained herein and shall supersede all prior Reference Interconnect Offer, Interconnection / Subscription Agreements, understandings, minutes of meetings, oral or written, with respect thereto. Subject to the terms and conditions hereof, this Agreement is binding upon and will inure to the benefit of the Parties and their respective successors.

ii. The Operator acknowledges that this Agreement is without prejudice and subject to the outcome of the order(s) of the High Court of Delhi in W.P.(C) No. 4091 of 2017, W.P.(C) No. 4135 of 2017, W.P.(C) No. 7017 of 2017, W.P.(C) No. 506/2016 & CM APPL. 2085/2016, W.P.(C) 5161/2014 & CM APPLs. 10283/2014, 9629/2015, 18139/2015 & Broadcasting Appeal no.1 of 2024 pending before the Hon'ble TDSAT or any other appeal/writ petition pending before any Authority/Court in connection with any of the subject matter contained herein or any

further challenges arising from such writ petitions. The Broadcaster reserves the right to modify/terminate this Agreement, subject to the outcome of the aforesaid appeal/Writ Petition(s).

iii. The Operator acknowledges that the Broadcaster reserves the right to modify this Agreement at its sole discretion.

18.2 **Force Majeure**

i. If on account of a Force Majeure Event, either Party cannot perform its obligations hereunder for more than thirty (30) days, then either Party shall be entitled to terminate this Agreement by providing the other Party a prior written notice of Fifteen (15) days or such other notice period as mandated under the Applicable Law.

ii. The Party affected by the Force Majeure Event must promptly notify the other Party in writing (that is within 48 hours) of the occurrence and nature of the Force Majeure Event, its impact and the mitigation plan. No such notice shall be necessary in case a regulation having the force of law which applies to the Parties upon its notification or publication for general information and qualifies as a Force Majeure Event.

iii. The Broadcaster shall not incur any liability if the Broadcaster fails to transmit or make available the Channels on account of Force Majeure Event. For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 18.2, neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist). Notwithstanding the foregoing or any stipulation to the contrary contained in this Agreement, the Monthly Subscription Fee shall accrue and be payable by the Operator subject to the Force Majeure Event for the period during which the Force Majeure Event continues and/or until the Agreement is terminated by the Broadcaster hereunder.

18.3 Confidentiality

i. The Parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other party's Affiliates, Subscriber details, Monthly Subscription Fees, pricing, information regarding the strategy and volume of business of the other Party strictly confidential at all times.

ii. Any information provided by one Party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other Party.

iii. Other than the existence of this Agreement and the terms of this Agreement which are or come to the public domain with no fault of either Party or due to the Applicable Laws, no terms or conditions herein, nor any matters relating to the course of dealings between the Parties including all Subscriber related information or any information pertain to the business of the Operator/Broadcaster shall be disclosed to any third-party, except to auditors (as a part of normal reporting procedure), attorneys, Affiliated companies, employees, directors, officers, consultants, investors or lenders, or potential investors or lenders, on a need-to- know basis, and except as may be required by any applicable government agency, regulatory body or court.

18.4 Notices

All notices must be in writing, sent during working hours, by personal delivery or courier or registered post or email to such address of the Broadcaster and the Operator as specified in this Agreement, unless otherwise notified in writing by either Party. A notice will be deemed to have been received by the other Party: (a) immediately when delivered via email or by personal delivery; (b) on the second business day when sent by courier; and (c) fifth business day when sent by registered post.

18.5 Assignment

i. Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of the Broadcaster, to assign or transfer, in whole or in part, the Agreement or any of its rights or obligations hereunder to any third-party including its Affiliates. Upon any breach, whether actual, potential, or threatened, of this Clause, the Operator shall be deemed to be unauthorized to retransmit the signals of the Channels and in material breach of this Agreement which shall entitle the Broadcaster to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.

ii. The Broadcaster may, at any time, assign or novate the Agreement including, without limitation, its rights and obligations hereunder, either in whole or in parts, 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 the Broadcaster vis-a-vis the Operator. Such assignment or novation by the Broadcaster shall be effective on and from the date as communicated in writing by Broadcaster to the Operator.

18.6 Amendment

No amendment to this Agreement shall be valid unless prepared in writing and signed by the authorized signatories of each of the Parties.

18.7 Survivability

The Parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either Party at the end of the Term. All provisions of this Agreement the survival of which is necessary for the interpretation or enforcement of such provisions and the Agreement shall continue to have effect after the end of the Term.

18.8 Specific Performance

The Operator agrees and acknowledges that damages in certain circumstances may not be an adequate remedy for Broadcaster and therefore the Broadcaster shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Operator from committing any violation of this Agreement or to enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Broadcaster may have at law or in equity, including without limitation a right for damages.

18.9 Guarantee

The Operator shall procure that its permitted and authorized sub-operators who are operating in the Authorized Area comply with the terms of this Agreement and perform their obligations hereunder. The Operator guarantees the performance of the obligations of its permitted and authorized sub-operators under the terms of this Agreement. Any breach or default of this Clause by the permitted and authorized affiliate, sub-operator shall constitute a material breach by the Operator of the terms of this Agreement.

18.10 Severability

If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which will remain in full force and effect.

18.11 Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a Party in exercising any right, power, claim or remedy under this Agreement or under law shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

18.12 Agency

Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties.

18.13 Counterpart

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Alternatively, the Parties shall endeavor to sign this Agreement digitally.

18.14 Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislatures or parliament, laws, ordinances, orders, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the MIB and TRAI or any final un-appealable order of any competent court or tribunal, etc., which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder. Such amendment shall take effect from the date of such change. In the event the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For _____	Name:_____ Designation:_____ *Date: _____
For Zee Entertainment Enterprises Ltd.	Name:_____ Designation: _____ *Date: _____

**The Agreement execution date shall be deemed to be the date on* which the *Operator/Broadcaster has last signed* the *Agreement.*

SCHEDULE A

VALIDATION FORM

Term*: One year from Agreement Start Date.

Agreement Start Date:

Authorized Area(s)/Territory: (please provide complete details):

Details of agreed areas for distribution of signal of Subscribed Channels by the Operator:

Details of Area Serviced by Operator (Territory):

State / Union Territory in which the Authorized Area is located	District(s) covered	Authorized Area/Territory (City/area)	Head-end of Operator from which the signals of Zee Channels are serviced in such Authorized Area(S)

Note: City shall mean the municipal limit of that particular city

Operator code:

Operator Code	Applicable GSTIN	Area Catered by Operator Code

Details of Digital Rights Manager (DRM) and Subscriber Management Systems (SMS) deployed by Operator (Attach extra sheet if required and provide the complete details).

Sr. No.	Details of SMS with version deployed	Details of DRM with version deployed

**In the event the Operator has deployed additional DRM and/or SMS, the certificate to be issued for each DRM and/or SMS deployed*

Installation Address(es) of DRM and SMS (Attach extra sheet if required).

Sr. No.	**Installation Address(es) of SMS including all related server/systems**	**Installation Address(es) of DRM including all related server/systems**

The address to provide above shall specify the Village, City/Taluka, District, Pin Code, State, Tel. No, details of contact person(s) and technical person(s) (including name, mobile number, Email address etc.)

(In case of multiple Installation Address, the Operator to provide additional installation address(es) in the format set out herein below *i.e.* FORMAT FOR DECLARATION OF MULTIPLE/ADDITIONAL INSTALLATION ADDRESS(ES) *along with details of Installation address(es) of DRM & SMS*)

FORMAT FOR DECLARATION OF MULTIPLE / ADDITIONAL INSTALLATION ADDRESS(ES)

This Interconnection Agreement ("Agreement") No. _____ is entered into on this _____ day of _____ 20____ at New Delhi.
By & between

Zee Entertainment Enterprises Limited
and
_____

This page forms an integral part of the abovementioned Interconnection Agreement.

INSTALLATION ADDRESS:

_____
_____
Landmark: _____ Village:

City/Taluka:_____

District: _____ Pin:_____ State: _____

Tel. No: STD Code: _____ No.: _____

Mobile No. _____

Fax No – STD Code: _____ No.:_____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

Technical Person: _____

Mobile No. of Technical Person: _____

CHANNELS AND BOUQUETS

I. MRP of A-LA-CARTE CHANNELS AND BOUQUETS

a. List of Standard Definition (SD) Pay Channels of the Broadcaster offered on A-la-carte basis with MRP of the Channel:

S. N.	Select / Checkbox	Name of the Channel	Genre	Language	MRP in Rs.	A-la-Carte Channel Code
1	☐	Zee TV	General Entertainment	Hindi	19.00	ZSD-ZEETV15
2	☐	&TV	General Entertainment	Hindi	10.00	ZSD-ANDTV15
3	☐	Zee Cinema	Movies	Hindi	19.00	ZSD-ZCNMA15
4	☐	&pictures	Movies	Hindi	15.00	ZSD-ANDPC15
5	☐	Zee Bollywood	Movies	Hindi	3.00	ZSD-ZBOLL15
6	☐	Zee Classic	Movies	Hindi	1.00	ZSD-ZCLAS15
7	☐	Big Magic	Movies	Hindi	1.00	ZSD-ZMGIC15
8	☐	Zee Zest	Infotainment	Hindi / English	1.00	ZSD-ZZEST15
9	☐	Zing	Music	Hindi	0.10	ZSD-ZZING15
10	☐	Unite8 Sports 1	Sports	Hindi / English / Regional Languages	7.00	ZSD-ZCAFE15
11	☐	Unite8 Sports 2	Sports	English / Hindi / Regional Languages	8.00	ZSD-&FLIX15
12	☐	Zee Marathi	General Entertainment	Marathi	19.00	ZSD-ZMRTH15
13	☐	Zee Talkies	Movies	Marathi	9.00	ZSD-ZTALK15
14	☐	Zee Yuva	General Entertainment	Marathi	1.00	ZSD-ZYUVA15
15	☐	Zee Bangla	General Entertainment	Bangla	19.00	ZSD-ZBNGL15
16	☐	Zee Bangla Sonar	Movies	Bangla	10.00	ZSD-ZBGCM15
17	☐	Zee Sarthak	General Entertainment	Odia	19.00	ZSD-ZSRTH15
18	☐	Zee Punjabi	General Entertainment	Punjabi	10.00	ZSD-PUNBB15
19	☐	Zee Tamil	General Entertainment	Tamil	19.00	ZSD-ZTAML15
20	☐	Zee Thirai	Movies	Tamil	10.00	ZSD-THRAI15
21	☐	Zee Telugu	General Entertainment	Telugu	19.00	ZSD-ZTELG15
22	☐	Zee Cinemalu	Movies	Telugu	15.00	ZSD-ZCNML15
23	☐	Zee Kannada	General Entertainment	Kannada	19.00	ZSD-ZKAND15
24	☐	Zee Power	Movies	Kannada	15.00	ZSD-PCHAR15
25	☐	Zee Keralam	General Entertainment	Malayalam	10.00	ZSD-ZKRLM15

Note:

i. The MRP mentioned for the A-la-carte Pay Zee Channel(s) are per "Subscriber" per month basis excluding all applicable taxes.

ii. "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box /Unique Consumer Subscription, which is availing Zee Channels.

iii. MRP of Pay Zee Channels offered on A-La-carte basis mentioned herein above are excluding taxes and levies imposed by local and/or the Central Government including but not limited to GST, etc. (as applicable).

b. List of High Definition (HD) Channels of the Broadcaster offered on A-la-carte Basis with MRP of the Channel:

Sr. No.	Select / Checkbox	Name of the Channel	Genre	Language	MRP in Rs.	A-la-Carte Channel Code
1	☐	Zee TV HD	General Entertainment	Hindi	19.00	ZHD-ZEETV15
2	☐	&TV HD	General Entertainment	Hindi	19.00	ZHD-ANDTV15
3	☐	Zee Cinema HD	Movies	Hindi	19.00	ZHD-ZCNMA15
4	☐	&pictures HD	Movies	Hindi	19.00	ZHD-ANDPC15
5	☐	&xplor HD	Movies	Hindi	4.00	ZHD-&XPLR15
6	☐	Zee Zest HD	Infotainment	Hindi / English	10.00	ZHD-ZZEST15
7	☐	Unite8 Sports 1 HD	Sports	Hindi / English / Regional Languages	9.00	ZHD-ZCAFE15
8	☐	Unite8 Sports 2 HD	Sports	English / Hindi / Regional Languages	11.00	ZHD-&FLIX15
9	☐	Zee Marathi HD	General Entertainment	Marathi	19.00	ZHD-ZMRTH15
10	☐	Zee Talkies HD	Movies	Marathi	19.00	ZHD-ZTALK15
11	☐	Zee Bangla HD	General Entertainment	Bangla	19.00	ZHD-ZBNGL15
12	☐	Zee Tamil HD	General Entertainment	Tamil	19.00	ZHD-ZTAML15
13	☐	Zee Thirai HD	Movies	Tamil	16.00	ZHD-THRAI15
14	☐	Zee Telugu HD	General Entertainment	Telugu	19.00	ZHD-ZTELG15
15	☐	Zee Cinemalu HD	Movies	Telugu	19.00	ZHD-ZCNML15
16	☐	Zee Kannada HD	General Entertainment	Kannada	19.00	ZHD-ZKAND15
17	☐	Zee Power HD	Movies	Kannada	16.00	ZHD-PCHAR15
18	☐	Zee Keralam HD	General Entertainment	Malayalam	15.00	ZHD-ZKRLM15

Note:

i. The MRP mentioned for the A-la-carte Pay Zee Channel(s) are per "Subscriber" per month.

ii. "Subscriber" for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box which is availing Zee Channels.

iii. MRP of Pay Zee Channels offered on A-la-carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

c. List of FTA Zee Channels offered on A-la-carte Basis:

Sr. No.	Select / Checkbox	Name of the Channel	Genre	Language	A-la-Carte Channel Code
1	☐	Anmol TV	General Entertainment	Hindi	ZSD-ZANML15
2	☐	Anmol Cinema	Movies	Hindi	ZSD-ZANCM15
3	☐	Anmol Cinema 2	Movies	Hindi	ZSD-ZGNGA15
4	☐	Action Cinema	Movies	Hindi	ZSD-ZACTN15
5	☐	Zee Biskope	Movies	Bhojpuri	ZSD-GNGAB15

Total Count of Zee Group Channels to be availed on A-la-Carte Basis:

II. MRP of BOUQUET OF PAY CHANNELS OF THE BROADCASTER

S. N.	Select / Checkbox	Bouquet Name	Bouquet Code	MRP (Rs.)	Bouquet Composition
1	☐	Zee All-In-One Pack Hindi SD	ZSDB2HNDI117	58.00	Zee TV, &TV, Zee Cinema, &pictures, Zee Bollywood, Zee Punjabi, Zing, Zee Zest, Unite8 Sports 1, Unite8 Sports 2, Zee Classic, Big Magic
2	☐	Zee All-In-One Pack Marathi SD	ZSDB2MRTH117	64.00	Zee TV, &TV, Zee Cinema, &pictures, Zee Bollywood, Zee Marathi, Zee Yuva, Zee Talkies, Zing, Zee Zest, Unite8 Sports 1, Unite8 Sports 2, Zee Classic, Big Magic
3	☐	Zee All-In-One Pack Bangla SD	ZSDB2BNGL117	64.00	Zee TV, &TV, Zee Cinema, &pictures, Zee Bollywood, Zee Bangla, Zee Bangla Sonar, Zing, Zee Zest, Unite8 Sports 1, Unite8 Sports 2, Zee Classic, Big Magic
4	☐	Zee All-In-One Pack Odia SD	ZSDB2ODIA117	59.00	Zee TV, &TV, Zee Cinema, &pictures, Zee Bollywood, Zee Sarthak, Zing, Zee Zest, Unite8 Sports 1, Unite8 Sports 2, Zee Classic, Big Magic
5	☐	Zee Prime Pack Tamil SD	ZSDB0TAML117	26.00	Zee Bollywood, Zee Tamil, Zee Thirai, Zee Zest, Unite8 Sports 2
6	☐	Zee Family Pack Tamil SD	ZSDB1TAML117	42.00	Zee TV, Zee Bollywood, Zee Tamil, Zee Thirai, Zee Zest, Unite8 Sports 1, Unite8 Sports 2
7	☐	Zee All-In-One Pack Tamil SD	ZSDB2TAML117	85.00	Zee TV, &TV, Zee Cinema, &pictures, Zee Bollywood, Zee Tamil, Zee Thirai, Zee Zest, Unite8 Sports 1, Unite8 Sports 2

8	☐	Zee Prime Pack Telugu SD	ZSDB0TLGU117	34.00	Zee Bollywood, Zee Telugu, Zee Cinemalu, Zee Zest, Unite8 Sports 2
9	☐	Zee Family Pack Telugu SD	ZSDB1TLGU117	42.00	Zee TV, Zee Bollywood, Zee Telugu, Zee Cinemalu, Zee Zest, Unite8 Sports 1, Unite8 Sports 2
10	☐	Zee All-In-One Pack Telugu SD	ZSDB2TLGU117	85.00	Zee TV, &TV, Zee Cinema, &pictures, Zee Bollywood, Zee Telugu, Zee Cinemalu, Zee Zest, Unite8 Sports 1, Unite8 Sports 2
11	☐	Zee Prime Pack Kannada SD	ZSDB0KNDA117	34.00	Zee Bollywood, Zee Kannada, Zee Power, Zee Zest, Unite8 Sports 2
12	☐	Zee Family Pack Kannada SD	ZSDB1KNDA117	42.00	Zee TV, Zee Bollywood, Zee Kannada, Zee Power, Zee Zest, Unite8 Sports 1, Unite8 Sports 2
13	☐	Zee All-In-One Pack Kannada SD	ZSDB2KNDA117	85.00	Zee TV, &TV, Zee Cinema, &pictures, Zee Bollywood, Zee Kannada, Zee Power, Zee Zest, Unite8 Sports 1, Unite8 Sports 2
14	☐	Zee Prime Pack Malayalam SD	ZSDB0MLYM117	14.00	Zee Bollywood, Zee Keralam, Zee Zest, Unite8 Sports 2
15	☐	Zee Family Pack Malayalam SD	ZSDB1MLYM117	29.00	Zee TV, Zee Bollywood, Zee Keralam, Zee Zest, Unite8 Sports 1, Unite8 Sports 2
16	☐	Zee All-In-One Pack Hindi HD	ZHDB2HNDI117	97.00	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bollywood, &Xplor HD, Zee Punjabi, Zing, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD, Zee Classic, Big Magic
17	☐	Zee All-In-One Pack Marathi HD	ZHDB2MRTH117	119.00	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bollywood, &Xplor HD, Zee Marathi HD, Zee Yuva, Zee Talkies HD, Zing, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD, Zee Classic, Big Magic
18	☐	Zee All-In-One Pack Bangla HD	ZHDB2BNGL117	108.00	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bollywood, &Xplor HD, Zee Bangla HD, Zee Bangla Sonar, Zing, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD, Zee Classic, Big Magic

19	☐	Zee All-In-One Pack Odia HD	ZHDB2ODIA117	98.00	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bollywood, &Xplor HD, Zee Sarthak, Zing, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD, Zee Classic, Big Magic
20	☐	Zee Prime Pack Tamil HD	ZHDB0TAML117	42.00	Zee Bollywood, Zee Tamil HD, Zee Zest HD, Unite8 Sports 2 HD, Zee Thirai HD
21	☐	Zee Family Pack Tamil HD	ZHDB1TAML117	59.00	Zee TV HD, Zee Bollywood, Zee Tamil HD, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD, Zee Thirai HD
22	☐	Zee All-In-One Pack Tamil HD	ZHDB2TAML117	131.00	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bollywood, &Xplor HD, Zee Tamil HD, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD, Zee Thirai HD
23	☐	Zee Prime Pack Telugu HD	ZHDB0TLGU117	53.00	Zee Bollywood, Zee Telugu HD, Zee Cinemalu HD, Zee Zest HD, Unite8 Sports 2 HD
24	☐	Zee Family Pack Telugu HD	ZHDB1TLGU117	59.00	Zee TV HD, Zee Bollywood, Zee Telugu HD, Zee Cinemalu HD, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD
25	☐	Zee All-In-One Pack Telugu HD	ZHDB2TLGU117	131.00	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bollywood, &Xplor HD, Zee Telugu HD, Zee Cinemalu HD, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD
26	☐	Zee Prime Pack Kannada HD	ZHDB0KNDA117	42.00	Zee Bollywood, Zee Kannada HD, Zee Zest HD, Unite8 Sports 2 HD, Zee Power HD
27	☐	Zee Family Pack Kannada HD	ZHDB1KNDA117	59.00	Zee TV HD, Zee Bollywood, Zee Kannada HD, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD, Zee Power HD
28	☐	Zee All-In-One Pack Kannada HD	ZHDB2KNDA117	131.00	Zee TV HD, &TV HD, Zee Cinema HD, &pictures HD, Zee Bollywood, &Xplor HD, Zee Kannada HD, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD, Zee Power HD

29	☐	Zee Prime Pack Malayalam HD	ZHDB0MLYM117	28.00	Zee Bollywood, Zee Keralam HD, Zee Zest HD, Unite8 Sports 2 HD
30	☐	Zee Family Pack Malayalam HD	ZHDB1MLYM117	44.00	Zee TV HD, Zee Bollywood, Zee Keralam HD, Zee Zest HD, Unite8 Sports 1 HD, Unite8 Sports 2 HD

Total Count of Bouquet(s) Availed by Operator: _____

Note:

i. *Applicable taxes extra

IN WITNESS WHEREOF, the Parties have executed this Agreement:

For _____	**Name:** _____ **Designation:** _____ **Date:** _____
For Zee Entertainment Enterprises Limited	**Name:** _____ **Designation:** _____ **Date:** _____

*****

SCHEDULE B

CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS

I. Subscription Fee:

a. "ZEEL's share of MRP" will be equal to the "MRP of A-la-carte / MRP of Bouquet of Pay ZEEL Channel(s)" per month less of "Distribution Margin".
b. For each month or part thereof during the Term of the Agreement, the Operator shall pay to ZEEL, "Subscription Fee" to be calculated as ZEEL's Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-carte Channel or Bouquet as applicable reported by the Operator for that particular month.
c. The MRP per Subscriber per month of ZEEL Channels availed on A-la-carte basis is set out in Schedule A and the MRP of Bouquet of Pay ZEEL Channels is set out in Schedule A to this Agreement. The MRP mentioned in Schedule A to this Agreement, as referred to above, are exclusive of all taxes and levies.
d. The "Monthly Average Active Subscriber Level" for each Channel or Bouquet shall be equal to the average of the number of Active Subscribers subscribing that A-la-carte Channel or Bouquet, as the case may be, recorded four times in a month, as provided in Table – 1 and Table – 2 of Schedule E respectively. The number of Subscribers shall be recorded at any point of time between 19:00 Hrs to 23:00 Hrs. on the designated days.
e. For the purpose of calculation of the Subscription Fee payable "Subscriber" means, for any calendar month, each Set Top Box, which is availing the ZEEL Channel(s) and/or Bouquet of ZEEL Channels through the Operator.

II. Calculation of Subscription Fee

a. **In case Operator avails one or more or all ZEEL SD Channels on A-la-carte basis:**

i. If the Operator is providing the Channels on A-la-carte basis to its Subscribers, the Monthly Subscription Fee for such A-la-carte Channel(s) shall be equal to "ZEEL's Share of MRP" of that A-la-carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the Operator for that month for that particular ZEEL Channel(s).

Illustration:

If Operator has opted for Zee TV on A-la-carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for Zee TV, then the Subscription Fee payable by the Operator for that particular month for Zee TV will be calculated as:

MRP of ZEE TV = Rs. 19.00
ZEEL's Share of MRP = Rs. 15.20
(Less of Distribution Margin)
Monthly Average Active Subscriber Level
for Zee TV reported by Operator = 10,000 Subscribers

Subscription Fee for Zee TV
for that month = Rs. 15.20 x 10,000 = Rs. 1,52,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

ii. If the Operator does not offer such opted A-la-carte Channel(s) on A-la-carte basis to its Subscriber but offers the A-la-carte Channel(s) in packages of the Operator, then the Subscription Fee for each of the A-la-carte Channels availed by Operator, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-la-carte Channel has been placed multiplied by "ZEEL's Share of MRP" of each Channel(s).

Illustration:

If Operator has opted for Zee TV on A-la-carte basis and has placed Zee TV in package "X" of the Operator. The Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for package X, then the Subscription Fee payable by the Operator for that particular month for Zee TV will be calculated as

MRP of ZEE TV = Rs. 19.00
ZEEL's Share of MRP = Rs. 15.20
(Less of Distribution Margin)
Monthly Average Active Subscriber Level
for Package X reported by Operator = 10,000 Subscribers
Subscription Fee for Zee TV
for that month = Rs. 15.20 x 10,000 = Rs. 1,52,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

b. In case the Operator avails one or more Bouquet(s) of ZEEL SD Channel(s):
   i. The Monthly Subscription Fee payable by Operator to ZEEL for such Bouquet(s) shall be equal to "ZEEL's Share of MRP" of the Bouquet multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the Operator for that particular month.

Illustration:

If Operator has opted for Zee All-In-One Pack Hindi SD and the Monthly Average Active Subscriber Level for a particular month reported by the Operator is 10,000 Subscribers for Zee All-In-One Pack Hindi SD, then the Subscription Fee payable by the Operator for that particular month will be calculated as

MRP of Zee All-In-One Pack Hindi SD = Rs. 58.00
ZEEL's Share of MRP = Rs. 46.40
(Less of Distribution Margin)
Monthly Average Active Subscriber Level
for Zee All-In-One Pack Hindi SD reported by Operator = 10,000 Subscribers

Subscription Fee for Zee All-In-One Pack Hindi SD
for that month = Rs. 46.40 x 10,000 = Rs. 4,64,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

c. In case an Operator avails one or more ZEEL SD Channels on A-la-carte basis and also opts for different Bouquet(s) of Pay ZEEL SD Channel(s) not comprising of the Channels opted on A-la-carte basis:
   i. For the Channels opted on A-la-carte basis, the Monthly Subscription Fee payable by the Operator to ZEEL shall be calculated on the basis of Clause II(a)(i) above.
   ii. For Bouquet(s), the Monthly Subscription Fee payable by the Operator to ZEEL shall be calculated on the basis of Clause II(b)(i) above.
   iii. In case the Operator operates through any of its joint venture/Affiliate/associate network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the Operator to clear all the entire accumulated arrears/dues which are not paid by any such joint venture/Affiliate/associate entities of the Operator to ZEEL. Further it is also agreed by Operator that any other Independent Affiliate taken over by Operator during the Term of this Agreement shall be treated as JVs and the Operator shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

III. Payment Terms:

a. For each month during the Term of this Agreement, ZEEL shall issue an invoice for Subscription Fee on or before 10th day of the immediately succeeding month, based on the monthly Subscription Report submitted by the Operator, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by Operator along with the Due Date of payment. Operator shall be liable to make payment for Subscription Fee as per the monthly invoice raised by ZEEL within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the Operator (Due Date) without any deduction except deduction of withholding tax/ TDS as provided in this Agreement. For e.g. Invoice for Subscription Fee for the month of October shall be issued by ZEEL on or before 10th November and the payment for such invoice shall be made by the Operator on or before 25th November (Due Date). Time is the essence of this Agreement and the Operator shall be required to make all payments due to ZEEL, by the Due Date in accordance with the terms herein.

b. Within seven days of end of each month, the Operator shall provide the Subscriber Report stating the number of Subscribers along with the other reports for that month in the format(s) set - out in Schedule E attached herewith, based on which ZEEL shall raise an invoice on the Operator.

c. In case the Operator fails to send the report within the said period of seven (7) days from the end of each calendar month, ZEEL shall have the right to raise a provisional invoice ("Provisional Invoice") for an amount increased by ten percent (10%) of the "Subscription Fee" payable by the Operator to ZEEL for the immediately preceding month, and the Operator shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.

d. The Parties will carry out reconciliation, between the Provisional Invoice raised by ZEEL and the Monthly Subscription Reports sent by the Operator, within three (3) months from the date of submission of Monthly Subscriber Report by the Operator.

e. In case of default by the Operator on account of non-submission of Reports, it shall be deemed to be a material breach and entitle ZEEL to initiate appropriate steps for Disconnection of signals of ZEEL Channel(s) and/or termination of this Agreement for material breach of this Agreement. In such an event ZEEL shall have an option to levy an additional charge for said material breach whereby the Operator shall be liable to pay to ZEEL an amount equivalent to previous three months' invoice amount towards monthly fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for monthly fee for non- submission of Report.

f. The Operator shall be required to make payments with fifteen (15) days of the receipt of invoice/Provisional Invoice ("Due Date") in accordance with the terms hereof, and any failure to do so on the part of the Operator shall constitute a material breach hereunder and ZEEL be entitled to switch off the signals of ZEEL Channels to entire network of the Operator . Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5% ("Default Interest Rate"). The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the Subscription Fee by the Due Date, and ZEEL shall retain all of its other rights and remedies under the Agreement.

g. The Operator shall make the payment of Subscription Fee irrespective of Operator's collection of the invoiced Monthly Subscription Fee from its sub- operator/Affiliate/LCO/Subscribers in a timely manner, the Operator shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.

h. The Operator shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the Operator and/or its Affiliates, JVs, etc. from ZEEL, its Affiliated companies (including any subsidiary and or associate entities of ZEEL), Channel owners.

i. All payments of Subscription Fee hereunder are exclusive of all applicable taxes including works contract taxes, customs duties, excise duties, entertainment taxes, GST and other such taxes. All such applicable taxes shall be at the Operator's cost and will be charged at the prevailing rates by ZEEL to the Operator.

j. If payment of the Subscription 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 Operator shall provide tax withholding certificates to ZEEL within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issued thereunder.

k. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, etc. arising out of the Agreement, the Operator shall continue to make the payment of Subscription Fee as per the provision of clause 5 read along with this Schedule A of this Agreement till such time the dispute is resolved. Appropriate adjustment in this regard shall be made by the respective Parties on final adjudication of the dispute.

l. Payment of the Subscription 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.

m. All payments from the OPERATOR to ZEEL under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of Zee Entertainment Enterprises Limited payable at its head office or any other place that may be specified by ZEEL in writing from time to time; or (ii) electronic wire transfer into ZEEL's Bank Account, accompanied by documentary evidence certified by the OPERATOR's bank that the payment has been transferred to ZEEL's Bank Account.

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SCHEDULE C
INCENTIVE SCHEME(s) ON PAY ZEEL CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: ☐ YES ☐ NO

I. ZEEL is offering Penetration Incentives on the MRP of Pay ZEEL Channels set out in this Schedule C subject to the Operator fulfilling the conditions set out herein:

II. Incentive Eligibility Parameters for Incentive on MRP of Pay ZEEL Channels

A. Meeting the LCN Requirements: The Operator has to place Pay ZEEL Channels that have been availed by the Operator under this Agreement in LCN Slab in order to achieve "Penetration Incentive Eligibility".

B. Compliance with all applicable terms and conditions under this Agreement and the Amended Regulations.

C. Reports: In order to be eligible for any of aforementioned Incentives offered by ZEEL, the Operator shall provide ZEEL, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in Schedule E to this Agreement.

D. Subscriber Records, Access and Audit: ZEEL (through empanelled auditors) shall during the Audit referred to in Clause 10 of this Agreement, be entitled to access the Records, SMS, DRM and related systems of the Operator in order to determine the correctness of various reports referred to in this Schedule E.

E. Submission of Audit Reports under section 15(1) or 15(2) for the period of 12 months prior to effective date of this agreement is mandatory to achieve "Penetration Incentive Eligibility". In case the Operator fails to submit any of the Audit Report i.e. under section 15(1) or 15(2), then ZEEL reserves the right to decide on achievement of Operator's "Penetration Incentive Eligibility".

III. LCN Requirements:

A. Condition Precedent for availing any of the Incentives under this Agreement: To be entitled for Penetration Incentives, the meeting the LCN rank as set out below shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.

B. Channel Penetration Qualifying Parameters: The Operator shall be entitled to any Incentive subject to the Operator fulfilling the LCN requirements as per LCN Slabs set out hereinbelow, and meeting the eligibility parameters, including the Channel Penetration Qualifying Parameters set out in this Schedule C.

C. LCN Slabs: LCN Slabs shall be based on the Operator maintaining the LCN rank as per the LCN Slabs on Operator's Platform, in Operator's EPG system, for the Term for any/all of the ZEEL Channels, within specified genre and language (as listed in Table A below). LCN rank would be measured against the Competing Channels tabulated against each of the ZEEL Channel listed below in Table A.

For the purpose of this Agreement, Competing Channel for each of ZEEL Channel shall mean the Channels of competing Broadcasters as listed against the concerned ZEEL Channel in Table A hereinbelow.

TABLE – A
Genre and Logical Channel Number (LCN) Slabs

Table A: LCN Slab Requirement

S. N.	Channel Name	Channel Category	Relevant Market	Genre	Competing Channels	LCN Slab
1	Zee TV	A	Specified States^	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	Top 4
2	&TV	A	Specified States^	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	Top 7
3	Zee Cinema	A	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U	Top 4

					Movies, Star Gold Select and Similar channels	
4	&pictures	A	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 8
5	Zee Bollywood	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 11
6	Zee Classic	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 19
7	Big Magic	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 20
8	Zing	B	Specified States^	Music (Hindi)	9XM, Mastiii, B4U Music, MIX, 9X Jalwa, Zoom, Music India, MTV and similar channels	Top 8
9	Zee Zest	B	All India	Infotainment (Hindi/English)	Discovery, Animal Planet, National Geographic and similar channels	Top 4
10	Zee Punjabi	A	Punjab, Chandigarh	General Entertainment (Punjabi)	PTC Punjabi, Pitaara TV, Balle Balle, DD Punjabi and similar channels	Top 2
11	Zee Marathi	A	Maharashtra, Goa	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	Top 2
12	Zee Yuva	B	Maharashtra, Goa	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	Top 4

13	Zee Talkies	A	Maharashtra, Goa	Movies (Marathi)	Fakt Marathi and similar channels	Top 2
14	Zee Bangla	A	West Bengal	General Entertainment (Bangla)	Star Jalsha, Colors Bangla, Aath and similar channels	Top 2
15	Zee Bangla Sonar	A	West Bengal	Movies (Bangla)	Jalsha Movies and similar channels	Top 2
16	Zee Sarthak	A	Odisha	General Entertainment (Odia)	Colors Oriya, Tarang TV, Star Kirano and similar channels	Top 2
17	Unite8 Sports 1	B	All India	Sports	All Star & Sony Sports channels and similar channels	Top 12
18	Unite8 Sports 2	B	All India	Sports	All Star & Sony Sports channels and similar channels	Top 12
19	Zee Kannada	A	Karnataka	General Entertainment (Kannada)	Colors Kannada, Star Suvarna, Udaya TV, Suvarna Plus, Udaya Comedy and similar channels	Top 4
20	Zee Power	A	Karnataka	Movies (Kannada)	Star Suvarna Plus, Udaya Movies, Colors Kannada Cinema and similar channels	Top 6
21	Zee Telugu	A	Andhra Pradesh / Telangana	General Entertainment (Telugu)	ETV, Gemini TV, Maa TV, Maa Gold and similar channels	Top 3
22	Zee Cinemalu	A	Andhra Pradesh / Telangana	Movies (Telugu)	ETV Cinema, Gemini Movies, Maa Movies and similar channels	Top 4
23	Zee Tamil	A	Tamil Nadu, Pondicherry	General Entertainment (Tamil)	Sun TV, Vijay, Colors Tamil and similar channels	Top 3
24	Zee Thirai	A	Tamil Nadu, Pondicherry	Movies (Tamil)	KTV, Star Vijay Super, J Movies, Raj Digital Plus, Mega 24 and similar channels	Top 3
25	Zee Keralam	A	Kerala, Lakshadweep	General Entertainment (Malayalam)	Asianet, Asianet Plus, Surya TV, Flowers TV, Kairali TV, Mazhavil Manorama and similar channels	Top 3
26	Zee TV HD	A	Specified States^	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	Top 4
27	&TV HD	A	Specified States^	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	Top 7

28	Zee Cinema HD	A	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 4
29	&pictures HD	A	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 8
30	&Xplor HD	B	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 10
31	Zee Zest HD	B	All India	Infotainment (Hindi/English)	Discovery World HD, Animal Planet HD, National Geographic HD and similar channels	Top 4
32	Unite8 Sports 1 HD	B	All India	Sports	All Star & Sony Sports HD channels and similar channels	Top 12
33	Unite8 Sports 2 HD	B	All India	Sports	All Star & Sony Sports HD channels and similar channels	Top 12
34	Zee Marathi HD	A	Maharashtra, Goa	General Entertainment (Marathi)	Star Pravah HD, Colors Marathi HD and similar channels	Top 2
35	Zee Talkies HD	A	Maharashtra, Goa	Movies (Marathi)	Marathi Movie channels in High Definition	Top 2
36	Zee Bangla HD	A	West Bengal	General Entertainment (Bangla)	Star Jalsha HD, Colors Bangla HD and similar channels	Top 2
37	Zee Kannada HD	A	Karnataka	General Entertainment (Kannada)	Colors Kannada HD, Star Suvarna HD, Udaya HD and similar channels	Top 4
38	Zee Power HD	B	Karnataka	Movies (Kannada)	Kannada Movie channels in High Definition	Top 6
39	Zee Telugu HD	A	Andhra Pradesh / Telangana	General Entertainment (Telugu)	ETV HD, Gemini TV HD, Star Maa HD and similar channels	Top 3
40	Zee Cinemalu HD	A	Andhra Pradesh / Telangana	Movies (Telugu)	Gemini Movies HD, Star Maa Movies HD and similar channels	Top 3
41	Zee Tamil HD	A	Tamil Nadu, Pondicherry	General Entertainment (Tamil)	Sun TV HD, Star Vijay HD, Colors Tamil HD and similar channels	Top 3
42	Zee Thirai HD	B	Tamil Nadu, Pondicherry	Movies (Tamil)	KTV HD and similar channels	Top 3
43	Zee Keralam HD	A	Kerala, Lakshadweep	General Entertainment (Malayalam)	Asianet HD, Surya HD, Mazhavil Manorama HD and similar channels	Top 3

^ Specified States include states of Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chhattisgarh, Rajasthan, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Uttar Pradesh,

Uttarakhand, Bihar, Jharkhand, Sikkim, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Andaman & Nicobar Islands.

D. The Operator has to place all "Category A" channels in respective "Relevant Market" in the LCN Slab.
E. The Operator has to place all "Category B" channels in respective "Relevant Market" in the LCN Slab. However, in this case an exception for up to maximum of 2 channels will be considered i.e. if the Operator places up to 2 channels beyond the specified LCN slab, it will still be considered as eligible for Penetration Incentives.
F. LCN requirements can be achieved separately for Standard Definition channels and High Definition Channels i.e. the Operator may achieve LCN requirements for Standard Definition channels and avail Channel Penetration Incentives, subject to eligibility, only for Standard Definition channels.
G. For the purpose of determining the applicable LCN Slabs for each of the Pay ZEEL Channel, all Local Channels and/or Platform Services of the Operator will be considered along with various broadcast Channels.
H. In the event a Channel has different LCN ranks across Operator's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.
I. In the event that the Operator, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay ZEEL Channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the Operator will not be eligible for Penetration Incentive for that particular month and the Operator will not receive any of the Incentives for any of the Pay ZEEL Channels availed by the Operator under this Agreement for that particular month.
J. The Operator shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

IV. Penetration Incentive:

A. Percentage Penetration of the respective Identified Channel shall be calculated by dividing "Active Subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the Operator".
B. The Percentage Penetration will be calculated separately for Standard Definition channels and High Definition channels. E.g. Percentage Penetration for Standard Definition Channel will be calculated by dividing "Active Subscriber base" of the said Standard Definition channel by "Total Active Subscriber base" of the Standard Definition subscribers of the Operator.
C. Subject to the Operator complying with the eligibility parameters set out in this Schedule, the Operator shall be eligible for Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table B below.
D. If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table B, then the Operator will be eligible for Penetration Incentive on all ZEEL Channels in that Target Market as set out in Table B depending on the "Identified Channel Penetration Criteria".
E. In case the Operator fails to achieve required penetration threshold for even a single Identified Channel as set out in Table B below, the Operator shall not be eligible for any "Identified Channel Penetration Incentive".
F. The achieved Penetration Incentive will be applicable on MRP of all Pay Zee channels.

Table B: Penetration Requirement for Identified Channels

Target Market	Standard Definition Channels		High Definition Channels	
	Penetration Requirement for 15% Incentive	**Penetration Requirement for 5% Incentive**	**Penetration Requirement for 15% Incentive**	**Penetration Requirement for 5% Incentive**

Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar	Zee TV - 85% &TV - 75% Zee Cinema - 75% &pictures - 75% Unite8 Sports 1 - 75%	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65%	Zee TV HD - 85% &TV HD - 75% Zee Cinema HD - 75% &pictures HD - 75% Zee Zest HD - 75% &xplor HD - 75% Unite8 Sports 1 HD - 75%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65%
Maharashtra, Goa	Zee TV - 85% &TV - 75% Zee Cinema - 75% &pictures - 75% Unite8 Sports 1 - 75% Zee Marathi - 90% Zee Talkies - 90%	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65% Zee Marathi - 90% Zee Talkies - 90%	Zee TV HD - 85% &TV HD - 75% Zee Cinema HD - 75% &pictures HD - 75% Zee Zest HD - 75% &xplor HD - 75% Unite8 Sports 1 HD - 75% Zee Marathi HD - 90% Zee Talkies HD - 90%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65% Zee Marathi HD - 90% Zee Talkies HD - 90%
West Bengal, Tripura & Sikkim	Zee TV - 85% &TV - 50% Zee Cinema - 50% &pictures - 50% Unite8 Sports 1 - 50% Zee Bangla - 90% Zee Bangla Sonar - 90%	Zee TV - 85% &TV - 40% Zee Cinema - 40% &pictures - 40% Unite8 Sports 1 - 50% Zee Bangla - 90% Zee Bangla Sonar - 90%	Zee TV HD - 85% &TV HD - 50% Zee Cinema HD - 50% &pictures HD - 50% Zee Zest HD - 50% &xplor HD - 50% Unite8 Sports 1 HD - 50% Zee Bangla HD - 90% Zee Bangla Sonar - 90%	Zee TV HD - 85% &TV HD - 40% Zee Cinema HD - 40% &pictures HD - 40% Zee Zest HD - 40% &xplor HD - 40% Unite8 Sports 1 HD - 40% Zee Bangla HD - 90% Zee Bangla Sonar - 90%
Odisha	Zee TV - 85% &TV - 60% Zee Cinema - 60% &pictures - 60% Unite8 Sports 1 - 60% Zee Sarthak - 90%	Zee TV - 85% &TV - 50% Zee Cinema - 50% &pictures - 50% Unite8 Sports 1 - 50% Zee Sarthak - 90%	Zee TV HD - 85% &TV HD - 60% Zee Cinema HD - 60% &pictures HD - 60% Zee Zest HD - 60% &xplor HD - 60% Unite8 Sports 1 HD - 60% Zee Sarthak - 90%	Zee TV HD - 85% &TV HD - 50% Zee Cinema HD - 50% &pictures HD - 50% Zee Zest HD - 50% &xplor HD - 50% Unite8 Sports 1 HD - 50% Zee Sarthak - 90%

Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram & Nagaland	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65%	Zee TV - 85% &TV - 55% Zee Cinema - 55% &pictures - 55% Unite8 Sports 1 - 55%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65%	Zee TV HD - 85% &TV HD - 55% Zee Cinema HD - 55% &pictures HD - 55% Zee Zest HD - 55% &xplor HD - 55% Unite8 Sports 1 HD - 55%
Karnataka	Zee Kannada - 90% Zee Power - 90% Unite8 Sports 2 - 75%	Zee Kannada - 90% Zee Power - 90% Unite8 Sports 2 - 65%	Zee Kannada HD - 90% Zee Power - 90% Zee Zest HD - 75% Unite8 Sports 2 HD - 75%	Zee Kannada HD - 90% Zee Power - 90% Zee Zest HD - 65% Unite8 Sports 2 HD - 65%
Andhra Pradesh & Telangana	Zee Telugu - 90% Zee Cinemalu - 90% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Telugu - 90% Zee Cinemalu - 90% Zee Bollywood - 65% Unite8 Sports 2 - 65%	Zee Telugu HD - 90% Zee Cinemalu HD - 90% Zee Zest HD - 75% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Telugu HD - 90% Zee Cinemalu HD - 90% Zee Zest HD - 65% Zee Bollywood - 65% Unite8 Sports 2 - 65%
Tamil Nadu & Pondicherry	Zee Tamil - 90% Zee Thirai - 90% Unite8 Sports 2 - 75%	Zee Tamil - 90% Zee Thirai - 90% Unite8 Sports 2 - 65%	Zee Tamil HD - 90% Zee Thirai - 90% Zee Zest HD - 75% Unite8 Sports 2 HD - 75%	Zee Tamil HD - 90% Zee Thirai - 90% Zee Zest HD - 65% Unite8 Sports 2 HD - 65%
Kerala & Lakshadweep	Zee Keralam - 90% Zee Zest - 75% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Keralam - 90% Zee Zest - 65% Zee Bollywood - 65% Unite8 Sports 2 - 65%	Zee Keralam HD - 90% Zee Zest HD - 75% Zee Bollywood - 75% Unite8 Sports 2 HD - 75%	Zee Keralam HD - 90% Zee Zest HD - 65% Zee Bollywood - 65% Unite8 Sports 2 HD - 65%

ZEEL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, ZEEL at sole discretion amend the Incentive Scheme in the event, during the Term, (i) ZEEL launches a new Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a new Channel in this Schedule and/or the Agreement includes any additional Channels (whether by way of a new launch, acquisition of any existing Channel or otherwise), distributed by ZEEL and/or its current or future subsidiaries, and in such an event ZEEL shall have the right to withdraw and/or modify this Schedule and/or the Incentives set out herein in its sole discretion.

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SCHEDULE D

Details of the Operator
Operator Code:

_____

Operator Name:

_____

Organisation Type (Select any one which is applicable):

Sole Proprietorship	Partnership	Private Limited Company	Limited Company	HUF
☐	☐	☐	☐	☐
LLP	Institution	Association	Society	Trust
☐	☐	☐	☐	☐

PAN: _____ TAN: _____

Whether registered as Micro Small and Medium Enterprises (MSME): Yes ☐ No ☐
(tick mark (√) which is applicable)

If Yes, MSME registration number: _____
Operator's Registration / Permission / License Type [IPTV]: _____
Operator's Registration / Permission / License no.:

_____

Operator's Registration / Permission / License Issue Date:

_____

Operator's Registration / Permission / License Valid Till Date:

_____

Registered Office Address:
Address:

_____

City / Town / Village: _____ Pin code: _____
Taluka/Tehsil: _____ District: _____
State: _____

Correspondence / Communication Address:
Address:

_____

City / Town / Village: _____ Pin code: _____
Taluka/Tehsil: _____ District: _____
State: _____

Operator GST details:

Operator's GSTIN	Operator's GST Bill To Address

Operator Key Contacts:

Name	Designation	Is Primary Contact	Is Authorized Signatory	Email Address	Mobile Number
		☐	☐		
		☐	☐		
		☐	☐		

Technical details:

Encryption System used by the Operator:

_____

Subscriber Management System used by the Operator:

_____

Set Top Box used by the Operator:

_____

Headend make used by the Operator:

_____

DECLARATION

(Applicable in case where certain documents of the Operator are already available with the Broadcaster and hence not re-submitted by the Operator)

I/We, _____ _____, further represent and warrant that the requisite information and documents which have been already provided to the Broadcaster in connection with the RIO, continues to be valid and binding. Hence, the same has not been submitted again.

For _____
Name of Authorized Signatory: Designation: Date:

*****

SCHEDULE E

REPORT FORMAT AS PER TRAI MANDATE:
(*SMS system should generate this report in un-editable pdf format)*

MONTHLY SUBSCRIBER REPORT FORMATS

Monthly subscription of a Channel or Bouquet shall be arrived at, by averaging the number of Subscribers subscribing that Channel or Bouquet, as the case may be, recorded four times in a month, as provided in table-1 and table-2 respectively. The number of Subscribers shall be recorded at any point of time between 19:00 HRS to 23:00 HRS of the day.

Subscriber Reports (*To be submitted Agreement-wise*)

Name of the Operator: _____
Area of the Operation: _____
Reported Month: _____
Year: _____
Date of generation of Report: _____
Date of submission of Report by the Operator: _____

Table – 1: State-wise Monthly Subscription for Bouquet of Pay ZEEL Channel and/or A-la-carte Channel

(For each City to be submitted separately)

Monthly Average Active Subscriber Level of a ZEEL Channels or Bouquet shall be arrived at by averaging the number of Subscribers subscribing ZEEL Channel or Bouquets, as the case may be, recorded four times in a month, as provided in Table - 1 and Table – 2 respectively. The number of Subscribers shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. of the day.

Table – 1 (a): Monthly subscription for A-la-Carte Channels

Sl. No.	**Name of ZEEL Channel**	**Zee A-la-Carte Code**	**Operator's Package Name / Add-on Name / A-la-Carte**	**Number of Subscribers of the Channel on 7th day of the month**	**Number of Subscribers of the Channel on 14th day of the month**	**Number of Subscribers of the Channel on 21st day of the month**	**Number of Subscribers of the Channel on 28th day of the month**	**Monthly Average Active Subscriber Level of the ZEEL Channel**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5) +(6)+ (7)+(8)]/4
1								
2								
3								

Table – 1 (b): Monthly subscription for Bouquet of Pay ZEEL Channels

Sl.	**Name of the Bouquet of Pay ZEEL Channel**	**Zee Bouquet Code**	**Operator's Package Name / Add-on Name (if applicable)**	**Number of Subscriber of the Bouquet on 7th day of the month**	**Number of Subscribers of the Bouquet on 14th day of the month**	**Number of Subscribers of the Bouquet on 21st day of the month**	**Number of Subscriber of the Bouquet on 28th day of the month**	**Monthly Average Active Subscriber Level of the Bouquet**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5) +(6)+ (7)+(8)]/4
1								
2								
3								

Note:

i. The above information is required for all packages and Add-on offered by Operator in which respective ZEEL Channel(s) is offered by the Operator and also for ZEEL Channels offered by Operator on A-la-carte basis.

ii. Operator package name and add-on name not applicable in case Subscriber has opted for Bouquet of Pay ZEEL Channels.

iii. City-wise report is required to be furnished by the Operator for its operational areas.

iv. Each Set Top Box, located at a place indicated by the Subscriber for receiving the signals of ZEEL Channels from the Operator, shall constitute one Subscriber.

v. The reports shall be generated in non-editable PDF format, with read only permission.

Table – 2: State-wise Total Active Subscriber Base of Operator

Sl. No.	**State**	**Type of Subscriber (SD / HD)**	**Number of Subscribers of the Channel on 7th day of the month**	**Number of Subscribers of the Channel on 14th day of the month**	**Number of Subscribers of the Channel on 21st day of the month**	**Number of Subscribers of the Channel on 28th day of the month**	**Monthly Average Active Subscriber of the Operator in State**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6)+(7)] / 4
1							
2							
3							

REPORTS FOR INCENTIVE SCHEMES

These reports shall be submitted by Operator if the Operator has availed the Incentive Scheme under Schedule C

Table – 3: LCN Report for Pay Zee Group Channels

Sr. No.	**Name of Channel**	**Zee A-la-Carte Code**	**Genre**	**Language**	**Channel LCN Number**	**LCN Rank**

Table – 4: De-active Subscriber Base of the Operator Report

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-

Table – 5: Active Subscriber Base of the Operator (FTA + Pay Channel)

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count
-	-	-	-	-	-	-	-	-	-

Table – 6: Free-to-Air Subscriber Base of the Operator Report

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-

Table – 7: Active Pay Subscriber Base of Pay Zee Group Channel of the Operator

S. N.	State	District	City	SD/HD Type	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-

Table – 8: Operator Package wise Subscriber Base Report

S. N.	State	District	City	Operator Package Name	Operator Package Price (Including Taxes)	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count
-	-	-	-	-	-	-	-	-	-	-

S. N.	State	District	City	Operator Package Name	Operator Package Price (Including Taxes)	Subs Count as on 7th	Subs Count as on 14th	Subs Count as on 21st	Subs Count as on 28th	Average Subs Count
-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-

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SCHEDULE F

Declarations from DRM Vendor, SMS Vendor

PART A
DECLARATION FORM TO BE OBTAINED FROM DRM PROVIDER (ON THE DRM PROVIDER COMPANY'S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered office at _____ and having its DAS headend at _____ has installed Digital Rights Manager (DRM) of our company for its IPTV network.
Date of DRM Installation: _____ DRM Version: _____
DRM UNIQUE ID: _____ NETWORK ID: _____
Location of DRM servers (Database servers, KEY GENERATORS):
_____
_____
Details of Main and Backup DRM servers installed:
_____
_____
Server time format and time zone:
_____
Database detail: _____

With respect to the DRM installed at above mentioned headend and in terms of Schedule X of the Interconnection Regulations, we confirm the following:

1. DRM does not have any facility to activate and deactivate STBs directly without the use of SMS.
2. DRM deployed can be used on two-way networks only
3. The current version of DRM does not have any history of hacking.
4. We have the capability of upgrading DRM in case it gets hacked at any point of time.
5. The DRM is currently in use by other pay TV services providers including Operator and it has an aggregate of at least 1 million Subscribers in the global pay TV market.
6. The DRM deployed can generate, record, maintain independent reports and logs for verification purposes during Audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum.
7. We, the DRM system provider are able to provide monthly log of activation and deactivation on a particular Channel or on a particular Bouquet / Subscriber Package provided by the Operator to its end Subscribers.
8. We have the technical capability in India to maintain this DRM system on 24x7 basis throughout the year.
9. The DRM and SMS are integrated in such manner that upon deactivation of any Subscriber from the SMS, all program/services shall be denied to that Subscriber.
10. This DRM is independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the DRM including but not limited to activation and deactivation commands issued by the SMS. It is not possible to alter the data and logs recorded in the DRM.
11. DRM deployed should be able to tag and blacklist the STB/Unique Consumer Subscription in case of any piracy.
12. The installed DRM is capable of individually addressing Subscriber's choice of Channel(s), on a Channel by Channel and STB by STB basis.
13. There cannot be any active unique Subscriber outside the database tables for which access shall be provided during Audit. Further, there is no option to split DRM database for creation of more than one instance by a Operator or us. Database table name where Subscribers are maintained is provided below/in attached sheet.
14. The DRM has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.

15. DRM and SMS should be able to activate or deactivate services and/or STBs/Unique Consumer Subscription of the Subscriber base of the distributor within 24 hours.
16. That we (DRM Company Name) are fully compliant with the requirements of DRM system as per schedule X of the Interconnection Regulations.

Please find enclosed sample log of all activations & deactivations of a particular Channel generated from the installed DRM system.

I (name) _____ undertake that the information provided above is true and full disclosure of all the DRM system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,
For (DRM company name)
(Signature) Digital Signature
Name: _____
Designation: _____ (not below the level of COO or CEO or CTO)
Company seal:

*****

PART B

DECLARATION TO BE OBTAINED FROM SMS PROVIDER (ON SMS PROVIDER COMPANY'S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____ having its Registered Office at _____ and having its DAS headend at _____ has installed SMS of our Company for its digital cable network.

Date of SMS Installation: _____

SMS Version: _____

Location of SMS servers: _____

SMS Database detail with number of instances created: _____

With respect to the SMS installed at above mentioned headend and in terms of Schedule X of the Interconnection Regulations, we confirm the following:

1. SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
2. The data between SMS and DRM shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three Audit cycles, or as per Schedule X whichever is later.
3. Necessary and sufficient methods have been put in place so that each activation and deactivation of STBs/Unique Consumer Subscription is reflected in the reports generated from the SMS and is integrated with the DRM.
4. The SMS has the capacity to activate or deactivate services or STBs /Unique Consumer Subscription of complete Subscriber base of the distributor within 24 hours.
5. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
6. We, the SMS system provider, are able to provide monthly log of activation and deactivation on a particular Channel or on a particular Bouquet / Subscriber Package which is or will be provided by the Operator.
7. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
8. The installed SMS is capable of individually addressing Subscriber's choice, on a Channel by Channel and STB by STB basis as well.
9. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two (2) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands (as per period of service).
10. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every Channel provided by the Operator.
11. That we _____ (SMS Company Name) are fully compliant to the requirements of SMS system as per Schedule X of the Interconnection Regulations.

Please find enclosed sample log of all activations & deactivations of a particular Channel generated from the installed SMS system.

I (name) _____ undertake that the information provided above is true and full disclosure of all the SMS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,

For (SMS company name)

(Signature) Digital Signature

Name: _____

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

Company seal:

*****

SCHEDULE G
OPERATOR'S OBLIGATIONS

I. TO MAINTAIN SPECIFICATIONS FOR SET TOP BOXES/UNIQUE CONSUMER SUBSCRPTION, DIGITAL RIGHTS MANAGEMENT (DRM) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

Table 1

S. N.	DRM requirements for SMS
1	There shall not be any data mismatch between DRM and SMS. Maximum mismatch based on subscription base may be allowed as mentioned below: (1) Must be less than 0.20% for Subscriber base up to 100,000 subs (0 to 200 for Subscriber base of up to 100,000) (2) Must be less than 0.04% for Subscriber base up to 1,000,000 Subscribers (0 to 400 for Subscriber base of up to 1,000,000) (3) Must be less than 0.01% for Subscriber base above 10,000,000 Subscribers (0 to 1,000 for Subscriber base of up to 10,000,000) The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three Audit cycles, or as per Schedule X whichever is later.
2	Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the set top box (STB) /Unique Consumer Subscription or the customer premises equipment (CPE)/device.
3	After-Sales Service Support: The required software and hardware support should be available to the distributor of the television Channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
4	All activation and deactivation of STBs/Unique Consumer Subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.
5	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/Unique Consumer Subscription is reflected in the reports generated from the SMS integrated with the DRM and *vice versa*
6	DRM and SMS should be able to activate or deactivate services and/or STBs/Unique Consumer Subscription of the Subscriber base of the distributor within 24 hours.
7	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
8	The SMS should be computerized and capable of recording all logs including information and data concerning the Subscribers such as: (a) Unique customer identification (ID) (b) Subscription contract number (c) Name of the Subscriber (d) Billing address

	(e) Installation address (f) Landline telephone number (g) Mobile telephone number (h) E-mail address (i) Channels, Bouquets and services subscribed (j) Unique STB number/Unique Consumer Subscription ID attached to a specific unique MAC ID. (k) Unique VC number or MAC ID.
9	The SMS should be capable of: (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/Unique Consumer Subscription. (b) Locating each and every STB/Unique Consumer Subscription and VC/MAC ID installed at city and state level. (c) Generating historical data of changes in the subscriptions for each Subscriber and the corresponding source of requests made by the Subscriber.
10	The SMS should be capable of generating reports, at any desired time including about: (a) The total number of registered Subscribers. (b) The total number of active Subscribers. (c) The total number of temporary suspended Subscribers. (d) The total number of deactivated Subscribers. (e) List of blacklisted STBs/Unique Consumer Subscription in the system. (f) Channel and Bouquet wise Monthly subscription report in the prescribed format. (g) The names of the Channels forming part of each Bouquet. (h) The total number of active Subscribers subscribing to a particular Channel or Bouquet at a given time. (i) The name of a-la carte Channel and Bouquet subscribed by a Subscriber. (j) The ageing report for subscription of a particular Channel or Bouquet.
11	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
12	Operator shall declare the details of the DRM and the SMS deployed for distribution of Channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the broadcasters by the distributor.
13	If there is active infrastructure sharing (as and when permitted by MIB) then, Operator shall declare the sharing of the DRM and the SMS deployed for distribution of Channels. In case of deployment of any additional DRM/SMS, the same should be notified to the broadcasters by the distributor.
14	SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below: (a) STB/Unique Consumer Subscription Number (or in case of card-less system, chip ID or MAC ID number of the STB) (b) Product Code pertaining to à-la-carte Channels and Bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/Unique Consumer Subscription (active/Inactive)
15	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report

16	Channel/Bouquet management: SMS shall, in synchronization with DRM on real time basis, support the following essential requirements: (a) Create and manage relevant product ID for all Channels and Bouquets along with the relevant details such as name, tariff, broadcaster, or OPERATOR Bouquet, etc. (b) Manage changes in the Channel/Bouquet, as may be required, from time to time. (c) Link the Products IDs for à-la-carte Channels and Bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), maximum retail price (MRP), distributor retail price (DRP).
17	Network Capacity Fee (NCF) Policy Creation: SMS shall support all NCF related requirements mandated by the applicable tariff order.
18	Bill/Invoice Generation: SMS shall be capable of generating proper Subscriber bill/invoice with explicit details of NCF charges, pay Channels charges (with clear itemized details of à- la-carte Channel cost and Bouquet costs), rental charges for STB/Unique Consumer Subscription (if any), other applicable charges, including Goods and Services Tax (GST).
19	Management of Logs: (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete and/or edit the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule X or at least three Audit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide broadcaster wise total counts of monthly Subscribers of Channels including both à la carte and Bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.
20	SMS Database and tables: (a) There shall not be any active unique Subscriber outside the database tables declared by the Vendor (b) SMS shall not provide an option to split SMS database or for creation of more than one instance. (c) SMS shall have the provision to enable or disable Channel (à-la-carte Channel or Bouquet of Channels) selection by Subscribers either through website or an application through interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for Audit or otherwise: i. Bouquet à la carte status change history ii. Bouquet composition change history iii. Change in status of connection (primary to secondary and vice versa)
21	SMS shall be accessed through a Firewall
22	STB/Unique Consumer Subscription and MAC ID shall be paired from the SMS to ensure security of Channel (applicable for DRM with pairing facility).
23	The SMS shall be capable of individually addressing Subscribers, for the purpose of generating the reports, on Channel by Channel and STB/Unique Consumer Subscription by STB/Unique Consumer Subscription basis.

24	SMS should have a facility to carry out monthly reconciliations of Channels/a-la-carte and Bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during Audits.
25	SMS should have a provision of generating the following reports pertaining to STB/Unique Consumer Subscription/MAC ID.: (a) White list of STB/Unique Consumer Subscription /original device MAC ID along with active/inactive status (b) Faulty STB/Unique Consumer Subscription/MAC ID – repairable and beyond repairable (c) Warehouse fresh stock (d) In stock at local cable operator (LCO) end (e) Blacklist (f) Deployed with activation status (g) Testing/demonstration STB/Unique Consumer Subscription /MAC ID with location
26	Audit-related requirements: SMS should have the capability to capture below-mentioned information that may be required for Audit and otherwise: (a) Subscriber related: (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/Temporary Disconnected (iv) Subscription change history (b) Product (Bouquet/à-la-carte Channel) related: (i) Broadcaster à-la-carte relation (ii) Bouquet name change history (iii) À la carte name change history (iv) Bouquet/à-la-carte Channel rate change history (c) STB/Unique Consumer Subscription related: (i) Change in location history (ii) Change in status (Active/Damaged/Repaired/Replaced)
27	User Authentication: SMS should have the capability to authenticate its Subscribers through registered mobile number (RMN) through one-time password (OTP) system
28	SMS should have the provision to support the following additional requirements: (a) List of à-la-carte Channels and Bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of à-la-carte Channels and Bouquets, in sync with the list available in DRM. (b) Product (à-la-carte Channels and Bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a Subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a Subscriber if he discontinues a product midterm. These requirements may be configurable on selective products, as required by the OPERATOR s as per their business plans. (c) Product (à-la-carte Channels and Bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the Subscriber discontinues a product midterm. Product (à-la-carte Channels and Bouquets) Tenure- wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. (d) Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/Unique Consumer Subscription activation/deactivation, à-la-carte Channels and Bouquets addition/removal, Channel/Bouquet composition modification, etc.

	(e) Bulk Channel/Bouquet Management: Provision to perform bulk activity of à-la-carte Channels and Bouquets addition and removal on all or a designated group of STBs/Unique Consumer Subscription. (f) Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as Audit reports with different intervals. (g) Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc. (h) Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a OPERATOR is running service in post-paid mode). (i) Generation of Reports: Provision to generate the following reports for operational purpose: (i) All, selective and single boxes' current status with their first-time activation date. (ii) Total number of à-la-carte Channels and Bouquets and STB/Unique Consumer Subscription expiring detail till given future date on the dashboard, according to the permission. (iii) Today's fresh activation count, de-activation count, re-activation count, à-la- carte Channels and Bouquets addition/ removal count on dashboard, according to the permission. (iv) Total active and inactive Subscriber's details with multiple criteria (network- wise, à la-carte Channels and Bouquets-wise, state-city wise and broadcaster- wise).
29	It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention. Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: 1. Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/Unique Consumer Subscription UA/MAC ID details, entitlement level information, etc. 2. Must be less than 0.20% for Subscriber base up to 100,000 subs (0 to 200 for Subscriber base of up to 100,000) 3. Must be less than 0.04% for Subscriber base up to 1,000,000 Subscribers (0 to 400 for Subscriber base of up to 1,000,000) 4. Must be less than 0.01% for Subscriber base above 10,000,000 Subscribers (0 to 1,000 for Subscriber base of up to 10,000,000) The data between both the systems shall be reconciled on a monthly basis. The reconciliation report shall be stored along with the system data for a minimum of three (3) years or at least three Audit cycles, or as per Schedule X whichever is later.
30	Password Policy Creation for Users: SMS shall have a defined password policy, with minimum length criteria and composition (upper and lower-case characters, numeric, alphabets or special characters), forced password changes or any other appropriate mechanisms or combinations thereof or alternatively user account has to be locked/paired to the Mac Id of the Set Top Box/Unique Consumer Subscription or the customer premises equipment (CPE)/device.
31	After-Sales Service Support: The required software and hardware support should be available to the distributor of the television Channels' installations from the SMS vendor's support teams located in India. The support should be such as to ensure the SMS system with 99.99% uptime and availability. The systems should have sufficient provisions for backup systems to ensure quality of service and uptime
32	All activation and deactivation of STBs/Unique Consumer Subscription shall be done in such a way that SMS and DRM are always integrated and synchronised on real time basis.
33	Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/Unique Consumer Subscription is reflected in the reports generated from the SMS integrated with the DRM and *vice versa*

34	DRM and SMS should be able to activate or deactivate services and/or STBs/Unique Consumer Subscription of the Subscriber base of the distributor within 24 hours.
35	The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding three (3) consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands.
36	The SMS should be computerized and capable of recording all logs including information and data concerning the Subscribers such as: (l) Unique customer identification (ID) (m) Subscription contract number (n) Name of the Subscriber (o) Billing address (p) Installation address (q) Landline telephone number (r) Mobile telephone number (s) E-mail address (t) Channels, Bouquets and services subscribed (u) Unique STB number/Unique Consumer Subscription ID attached to a specific unique MAC ID. Unique VC number or MAC ID.
37	The SMS should be capable of: (a) Viewing and printing of historical data in terms of the activations and the deactivations of STBs/Unique Consumer Subscription. (b) Locating each and every STB/Unique Consumer Subscription and VC/MAC ID installed at city and state level. (c) Generating historical data of changes in the subscriptions for each Subscriber and the corresponding source of requests made by the Subscriber.
38	The SMS should be capable of generating reports, at any desired time including about: (a) The total number of registered Subscribers. (b) The total number of Active Subscribers. (c) The total number of temporary suspended Subscribers. (d) The total number of de-activated Subscribers. (e) List of blacklisted STBs/Unique Consumer Subscription in the system. (f) Channel and Bouquet wise Monthly Subscription Report in the prescribed format. (g) The names of the CChannels forming part of each Bouquet. (k) The total number of Active Subscribers subscribing to a particular CChannel or Bouquet at a given time. (h) The name of A-la carte Channel and Bouquet subscribed by a Subscriber. (i) The ageing report for subscription of a particular Channel or Bouquet.
39	The distributor shall ensure that the SMS vendor has the technical capability in India to maintain the systems on 24×7 basis throughout the year.
40	Operator shall declare the details of the DRM and the SMS deployed for distribution of Channels. In case of deployment of any additional DRM/SMS, the same shall be notified prior to commissioning of the system, to the Broadcasters by the distributor.
41	If there is active infrastructure sharing (as and when permitted by MIB) then, Operator shall declare the sharing of the DRM and the SMS deployed for distribution of Channels. In case of deployment of any additional DRM/SMS, the same should be notified to the Broadcasters by the distributor.

42	SMS shall have a provision to generate synchronization report, with date and time, with the minimum fields as listed below: (a) STB/Unique Consumer Subscription Number (or in case of card-less system, chip ID or MAC ID number of the STB) (b) Product Code pertaining to A-la-carte Channels and Bouquets available on the platform (c) Start Date of entitlement (d) End Date of entitlement (e) Status of STB/Unique Consumer Subscription (active/Inactive)
43	The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report \
44	Channel/Bouquet management: SMS shall, in synchronization with DRM on real time basis, support the following essential requirements: (a) Create and manage relevant product ID for all Channels and Bouquets along with the relevant details such as name, tariff, Broadcaster, or Operator Bouquet, etc. (b) Manage changes in the Channel/Bouquet, as may be required, from time to time. (c) Link the Products IDs for A-la-carte Channels and Bouquets (Single and Bulk) created in DRM with the product information being managed in SMS, for smooth working of SMS and DRM integration. (d) Management of historical Data of Product name, i.e., Broadcasters (name), MRP, distributor retail price (DRP).
45	Network Capacity Fee (NCF) Policy Creation: SMS shall support all NCF related requirements mandated by the applicable tariff order.
46	Bill/Invoice Generation: SMS shall be capable of generating proper Subscriber bill/invoice with explicit details of NCF charges, pay Channels charges (with clear itemized details of A- la-carte Channel cost and Bouquet costs), rental charges for STB/Unique Consumer Subscription (if any), other applicable charges, including Goods and Services Tax (GST).
47	Management of Logs: (a) SMS shall have the facility to provide user detail logs with the ID of users on each login event. (b) SMS shall have the provision of generating the user activity log report to enable tracking users' work history. It shall not be allowed to delete and/or edit the records from the log. (c) All logs shall be stamped with date and time and the system shall not allow altering or modifying any logs. (d) The logs shall be maintained for a period as specified in Schedule X or at least three Audit cycles, whichever is later. (e) Channel subscription report: SMS shall be able to provide Broadcaster wise total counts of Monthly Subscribers of Channels including both A-la-carte and Bouquet subscriptions as per format that may be prescribed by TRAI. (f) DRM and SMS should be running on separate and independent servers.
48	SMS Database and tables: (a) There shall not be any active unique Subscriber outside the database tables declared by the vendor. (b) SMS shall not provide an option to split SMS database or for creation of more than one instance. (c) SMS shall have the provision to enable or disable Channel (A-la-carte Channel or Bouquet of Channels) selection by Subscribers either through website or an application through interface provided by the distributor platform operator. (d) SMS shall be capable of capturing the following information required for Audit or otherwise: i. Bouquet A-la-carte status change history

	ii. Bouquet composition change history Change in status of connection (primary to secondary and vice versa)
49	SMS shall be accessed through a Firewall
50	STB/Unique Consumer Subscription and MAC ID shall be paired from the SMS to ensure security of Channel (applicable for DRM with pairing facility).
51	The SMS shall be capable of individually addressing Subscribers, for the purpose of generating the reports, on Channel by Channel and STB/Unique Consumer Subscription by STB/Unique Consumer Subscription basis.
52	SMS should have a facility to carry out monthly reconciliations of Channels/A-la-carte and Bouquet (with their respective ID created in SMS with DRM) and the variance report should be available from the DRM and SMS logs and made available during Audits.
53	SMS should have a provision of generating the following reports pertaining to STB/Unique Consumer Subscription/MAC ID.: (a) White list of STB/Unique Consumer Subscription /original device MAC ID along with active/inactive status (b) Faulty STB/Unique Consumer Subscription/MAC ID – repairable and beyond repairable i. Warehouse fresh stock ii. In stock at local cable operator (LCO) end iii. Blacklist iv. Deployed with activation status v. Testing/demonstration STB/Unique Consumer Subscription /MAC ID with location
54	Audit-related requirements: SMS should have the capability to capture below-mentioned information that may be required for Audit and otherwise: (a) Subscriber related: (i) Subscriber contact details change history (ii) Connection count history (iii) Transition of connection between Disconnected/Active/Temporary Disconnected (iv) Subscription change history (b) Product (Bouquet/A-la-carte Channel) related: (i) Broadcaster A-la-carte relation (ii) Bouquet name change history (iii) A-la-carte name change history (iv) Bouquet/A-la-carte Channel rate change history (c) STB/Unique Consumer Subscription related: (i) Change in location history Change in status (Active/Damaged/Repaired/Replaced)
55	User Authentication: SMS should have the capability to authenticate its Subscribers through registered mobile number (RMN) through one-time password (OTP) system
56	(a) SMS should have the provision to support the following additional requirements: i. List of A-la-carte Channels and Bouquets, digital headend (DHE): Provision to support/ Sub-Headend-wise list of A-la-carte Channels and Bouquets, in sync with the list available in DRM. ii. Product (A-la-carte Channels and Bouquets)-wise Renewal and Reversal setting for the Subscriber Account: Provision to allow renewal of a product to a Subscriber after the expiry date of a product, and provision to auto-calculate and refund the amount to a Subscriber if he discontinues a product midterm.

	These requirements may be configurable on selective products, as required by the Operator s as per their business plans. iii. Product (A-la-carte Channels and Bouquets)-wise Reversal setting for LCO Account: Provision to calculate and refund the amount due to LCO, if he or the Subscriber discontinues a product midterm. Product (A-la-carte Channels and Bouquets) Tenure- wise LCO and Subscriber Discount Scheme/Free Days Scheme: Provision to create Discount Scheme and Free-day scheme for LCO and Subscriber, based on the duration (Tenure) of the product subscription. iv. Calendar/Activity Scheduling: Provision to auto-schedule activities like STB/Unique Consumer Subscription activation/deactivation, A-la-carte Channels and Bouquets addition/removal, Channel/Bouquet composition modification, etc. v. Bulk Channel/Bouquet Management: Provision to perform bulk activity of A-la-carte Channels and Bouquets addition and removal on all or a designated group of STBs/Unique Consumer Subscription. vi. Token-number-based reports: Provision to download multiple generated reports with the help of token number, such as Audit reports with different intervals. vii. Third-Party Integration: Provision to support integration with relevant third-party systems, such as, payment gateway integrations, interactive voice response (IVR) Integrations, SMS Gateway Integrations, etc. viii. Bill payment and reconciliation feature: Provision for bill payment and reconciliation (in case a Operator is running service in post-paid mode). (b) Generation of Reports: Provision to generate the following reports for operational purpose: (i) All, selective and single boxes' current status with their first-time activation date. (ii) Total number of A-la-carte Channels and Bouquets and STB/Unique Consumer Subscription expiring detail till given future date on the dashboard, according to the permission. (iii) Today's fresh activation count, de-activation count, re-activation count, A-la-carte Channels and Bouquets addition/ removal count on dashboard, according to the permission. (iv) Total Active and inactive Subscriber's details with multiple criteria (network- wise, A-la-carte Channels and Bouquets-wise, state-city wise and Broadcaster- wise).
57	It shall be mandatory for SMS to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers, in an automated manner without any manual intervention. Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/Unique Consumer Subscription UA/MAC ID details, entitlement level information, etc.

(A) <u>DRM Requirements for conditional access by Subscribers and encryption for IPTV services</u>

<u>Table 2</u>

S. N.	DRM Requirements for conditional access by Subscribers and encryption
1	Operator shall ensure that the current version of the DRM in use do not have any history of hacking. A written declaration from the DRM vendor shall be required to be furnished on an annual basis as compliance of this requirement.
2	DRM shall ensure all logs are un-editable, stamped with date and time of all transactions (all activations, deactivation, Channel authorization/assignment and un-authorization / de-assignments and change in MAC ID/STB/Unique Consumer Subscription). The DRM shall not allow altering or modification of any logs. There shall be no facility for the distributor/users to purge logs.

3	DRM deployed do not have facility to activate and deactivate a Set Top Box (STB) /Unique Consumer Subscription directly from the Graphical User Interface (GUI) terminal of DRM. All activation and deactivation of STBs/Unique Consumer Subscription shall be done with the commands of the SMS (provided that such feature may be available only for specific testing. The command or access for such feature may be available with the highest system administration password. In all such cases a separate log file of such commands has to be maintained) integrated with DRM. The DRM shall be integrated with the SMS in a manner that ensures security of the Channel.
4	The SMS and the DRM should be integrated in such manner that activation and deactivation of STB/Unique Consumer Subscription happen simultaneously in both the systems. Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs/Unique Consumer Subscriptions is reflected in the reports generated from the DRM.
5	DRM deployed should be able to support two-way networks only.
6	The DRM deployed should be able to support both carded as well as card-less STBs/Unique Consumer Subscription for any provisioning.
7	The DRM deployed should be able to generate, record, maintain independent reports and logs for verification purpose during Audits corresponding to each command executed in the DRM issued by the SMS integrated with the DRM for last three (3) years minimum. The reports must have date and time stamp. Proposed reports should include: (a) Unique active STB/Unique Consumer Subscription count as well as MAC ID wise on any desirable date (b) Unique Bouquet/Channel active for a specific STB/Unique Consumer Subscription on any desirable date (c) MAC ID/User ID wise activation-deactivation report for service requests (d) Any alteration in Bouquet and/or Channels configured in DRM (e) Blacklist STB/Unique Consumer Subscription report (desirable not mandatory feature) (f) Product code pertaining to Channels/ Bouquets available on the platform (g) Channel/Bouquet authorization/assignment to STB/Unique Consumer Subscription along with start date and end date of entitlement (h) STB/Unique Consumer Subscription -VC pairing / de-pairing or User id- Mac-id Pairing / de-pairing (if applicable) in SMS/DRM (i) STB/Unique Consumer Subscription activation / de-activation (j) Channels assignment to STB/Unique Consumer Subscription (k) Report of the activations or the deactivations of a particular Channel for a given period (l) The total number of registered Subscribers (m) The total number of active Subscribers (n) The total number of temporary suspended Subscribers (o) The total number of deactivated Subscribers (p) List of blacklisted STBs/Unique Consumer Subscription in the DRM (desirable not mandatory feature) (q) Channel and Bouquet wise monthly subscription report in the prescribed format. (r) The names of the Channels forming part of each Bouquet (s) The total number of active Subscribers subscribing to a particular Channel or Bouquet at a given time (t) The name of a-la carte Channel and Bouquet subscribed by a Subscriber (u) The ageing report for subscription of a particular Channel or Bouquet
8	DRM deployed should be able to tag and blacklist the STB/Unique Consumer Subscription in case of any piracy.
9	DRM deployed should have the technical capability in India to maintain the systems on 24x7 basis throughout the year.
10	The DRM and SMS should be integrated in such manner that upon deactivation of any Subscriber from the SMS, all program/services shall be denied to that Subscriber.

11	The DRM should be capable of generating, recording and preserving unedited data / logs for at least three (3) consecutive years for each command executed through the DRM, including logs of each command of the SMS integrated with the DRM.
12	DRM deployed should be capable to support both software base as well as hardware base security.
13	DRM shall be capable of adding/modifying Channels/Bouquets as may be required on real time basis in line with the activity performed in SMS.
14	DRM should be so configured for specific type of STB/Unique Consumer Subscription, that are procured and configured by the DPO. The DRM should not enable working/operation of any other type/brand/make of STB/Unique Consumer Subscription, in the network.
15	When infrastructure sharing (as and when permitted by MIB) is available, in such cases DRM shall be capable to support multiple DPOs.
16	DRM should support content protection.
17	DRM should support key rotation, i.e., periodic changing of security keys
18	In case OPERATOR has deployed hybrid STBs (hybrid STB for the purpose of this regulation means a STB that uses multiple methods of receiving transmission signals with video and audio content, however in a single instance such STB provides only one type of service), DRM shall ensure that the over- the-top (OTT) App and any browser does not get access to the linear television Channels offered by the OPERATOR from its own system, and similarly, DRM for IPTV service should not get access to Channels delivered through OTT platform. Provided that, all the mandatory requirements for DRM shall be complied by hybrid STBs.
19	There shall not be any active unique Subscriber outside the database tables. Further, there shall not be an option to split DRM database for creation of more than one instance by a OPERATOR or a vendor.
20	It must support the following options with reference to uploading of unique access (UA)/MAC ID details in DRM database: (a) A secure un-editable file of MAC ID details, as purchased by the distributor, to be uploaded by the DRM vendor on the DRM server directly, (b) If it is uploaded in any other form, UA/MAC ID in DRM database shall be captured in logs, Further, DRM shall support an automated, application programming interface (API)- based mechanism to populate such UA/MAC ID details in the SMS, without any manual intervention.
21	It shall be mandatory to have backup servers and logs of all activities carried out in main server shall be concurrently copied into the backup servers: Provided that a log of all such instances shall be maintained along with date and time stamp, where the backup server has been used as the main server: Provided further that the main and backup server shall always be in sync with regard all data, such as subscription data, STB/Unique Consumer Subscription UA/MAC ID details, entitlement level information, etc
22	DRM and SMS shall ensure that the access to database is available to authorized users only, and in “read only” mode only. Further, the database Audit trail shall be permanently enabled. Explanation: Database here refers to the database where data and log of all activities related to STB/Unique Consumer Subscription activation, deactivation, subscription data, STB/Unique Consumer Subscription UA/MAC ID details, entitlement level information, etc., is being stored.
23	Provision of à-la-carte Channels or Bouquet:

	(a) DRM (and SMS) shall be able to handle all the Channels, made available on a platform, in à la carte mode. DRM (and SMS) shall have the capability to handle such number of broadcaster/DPO Bouquets, as required by the DPO.
24	DRM and SMS applications, along with their respective databases, shall be stored in such a way that they can be separately identified.
25	DRM shall have a provision to export the database/report for reconciliation with the SMS database. Further, there shall be a provision of reconciliation through secure APIs/secure scripts.
26	There shall be unique license key required for viewing, the encryption period for a specific key should be configurable to change at periodic interval in DRM deployed by DPO.
27	For every change in Channels, fresh license keys should be issued by the DRM. License keys issued by DRM should be secure and encrypted. DRM must ensure that the authorization keys are not received by the STB/Unique Consumer Subscription from any other source other than the one specified by the IPTV system.
28	DRM servers should comply with extant Rules and Regulations including relevant clause under extant provisions (if any) relating to data localisation, data security and privacy. It should not be allowed to connect main DRM server to some other location (India or other country) with some proxy or another server to integrate with SMS and DPO system.
29	IPTV service delivery may conform to multicast and/or unicast mode, irrespective of the mode of the delivery the services should be available in closed network only so as to maintain the basic ingredients of IPTV. The system configuration should ensure that every television Channel is available to every customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such Channel at any point of time. STBs/Unique Consumer Subscription with facilities for recording programs shall have a copy protection system (i.e., a feature which prevents reproduction of content and/or unauthorized copying and distribution of content) and such recorded content should not be transferrable to any other device or delivered to any other network in any manner whatsoever.
30	IPTV system should not be allowed to deliver linear content to any other device except STB/Unique Consumer Subscription which has been whitelisted in DRM.
31	The DRM should have following features: (a) It should restrict user to editing. (b) It should restrict user from sharing or forwarding or mirroring the content from the STB/Unique Consumer Subscription. (c) It should disallow user to take screen shots or screen grabs or screen-recording, if technically feasible. (d) It should lock access to authorized STBs/Unique Consumer Subscriptions only. (e) It should have Geo blocking feature. It should be able to set expiry date to recorded content at STB/Unique Consumer Subscription end based on various policies.
32	The DRM should have the capability of being upgraded over-the-air (OTA) so that the connected STBs/Unique Consumer Subscription always have the most upgraded version of the DRM.
33	The DPO shall ensure that the DRM is up to date by installing necessary patches, error corrections, additions, version releases, etc. so as to ensure protection of Channels and content at all times
34	No such functionality should be added to or removed from the DRM which compromises security of Channels. DPO shall be responsible for encryption of Channels' signals before their delivery through its IPTV platform using DRM hybrid STBs/Unique Consumer Subscription. All costs / expenses (by whatever name called) that are required to be incurred or become payable for such upgradation and for delivery/distribution of multi Channel television programmes to Subscribers shall be borne solely by such DPO. The DPO shall employ all reasonable security systems

	and procedures to prevent any loss, theft, piracy, un-authorized use, reception or copying of Channels or any part thereof and shall notify broadcasters as soon as practicable after it becomes aware that such an event has occurred
35	The DRM should not in any way interfere with / invalidate fingerprinting.
36	DPO shall promptly, and at it sole cost and expense, correct any issues with the DRM (such as bugs, defects, omissions or the like) that prevents Subscribers from accessing the DRM hybrid STBs/Unique Consumer Subscription or Channels through the DRM hybrid STBs/Unique Consumer Subscription.
37	DPO shall provide broadcasters with video and audio codecs supported by the DRM hybrid STBs/Unique Consumer Subscription. The DPO shall ensure that no such changes/modifications are made to such codecs parameters that will require broadcasters to incur any expense for delivery of Channels / content that are free from viewer discernible problems (including, without limitation, video with no audio, audio with no video or significant signal distortion
38	DRM should ensure that the hybrid STBs/Unique Consumer Subscription are verifiably located within India by reference to internet protocol address and service address. DRM must ensure and lock the viewership to single device by single STB/Unique Consumer Subscription or any device by ensuring MAC ID based authentication. The DRM must use industry-standard means (including IP-address look-up technology with screening and blocking of proxies (including anonymizing and spoofed proxies)) to prevent delivery of Channels to IP addresses outside of India or to proxies.
39	DRM should ensure that television Channels are accessible on STBs/Unique Consumer Subscription of only such Subscribers who are then-current, valid Subscribers of the DPO, and such confirmation must take place prior to the DRM delivering (or authorizing the delivery of) television Channel to the STBs/Unique Consumer Subscription of such Subscribers.
40	Upon deactivation of any Subscriber from the SMS, the DRM shall restrict delivery of all programme/services to that Subscriber.
41	The DRM should not have any feature to insert any content (including advertisement, banner on portion of screen, etc) by itself. However, ticker messages for consumer information as regards their services from DPO shall be permitted.
42	The DRM should not mask/remove any copyright, trademark or any other proprietary information on the Channels at the time of their delivery.
43	The DRM should be able to disallow content on certain devices in case Broadcaster does not have right to retransmit the content on such devices.

The service providers shall ensure that they seek provisioning of after sales services and support through a local entity so as to *inter-alia* provide quick resolution to any technical and piracy related issues, from DRM equipment supplier, while procuring DRM equipment.

DRM Requirements in so far as they relate to fingerprinting for IPTV services

S. N.	Fingerprinting requirements under DRM
1	The DPO shall ensure that it has systems, processes and controls in place to run fingerprinting at regular intervals
2	The STB/Unique Consumer Subscription should support both visible and covert types of finger printing.
3	The fingerprinting should not get invalidated by use of any device or software.

4	The fingerprinting should not be removable by pressing any key on the remote of STB/Unique Consumer Subscription.
5	The finger printing should be on the topmost layer of the video.
6	The finger printing should be such that it can identify the unique STB/Unique Consumer Subscription number or the unique VC number or the original MAC ID of the device.
7	The finger printing should appear on the screens in all scenarios, such as menu, Electronic Programme Guide (EPG), settings, blank screen, and games etc.
8	The location, font color and background color of fingerprint should be changeable from head end and should be random on the viewing device.
9	The finger printing should be able to give the numbers of characters as to identify the unique STB/Unique Consumer Subscription and/or the MAC ID.
10	The finger printing should be possible on global as well as on the individual STB/Unique Consumer Subscription basis.
11	The overt fingerprinting/watermarking should be displayed by the DPO without any alteration with regard to the time, location, duration and frequency.
12	The DRM deployed should be able to generate fingerprinting/watermarking both global fingerprinting as well as targeted channel fingerprinting/watermarking.
13	The DRM shall support and enable forensic watermarking at STB/Unique Consumer Subscription level.
14	The DRM shall have the capability to run fingerprinting with at least one fingerprinting every ten (10) minutes on a 24x7x365 basis. DRM should have a feature to publish report of fingerprinting schedule for defined interval. The DPO shall make such report available to broadcaster on request.

(B) DRM Requirements in so far as they relate to STBs/Unique Consumer Subscription

Table 4

S. N.	STB/Unique Consumer Subscription Requirements for DRM for IPTV services
1	All STBs/Unique Consumer Subscription should have a DRM content protection.
2	The STB/Unique Consumer Subscription deployed should be capable to support content decryption, decoding and DRM license evaluation.
3	The STB/Unique Consumer Subscription should be capable of displaying fingerprinting inserted from Headend through DRM/SMS. The STB/Unique Consumer Subscription should support both targeted Channel fingerprinting as well as all global fingerprinting.
4	The STB/Unique Consumer Subscription should be individually addressable from the Head-end.
5	The STB/Unique Consumer Subscription should be able to receive messages from the Head-end.
6	The messaging character length should be minimal of upto 120 characters.
7	There should be provision for global messaging, group messaging and the individual STB/Unique Consumer Subscription messaging.
8	The STB/Unique Consumer Subscription must be compliant to the applicable Bureau of Indian Standards
9	The STBs/Unique Consumer Subscription should be addressable over the air to facilitate OTA software upgrade.
10	The STBs/Unique Consumer Subscription with facilities for recording the programs shall have international standard copy protection system

11	The STB/Unique Consumer Subscription should have a provision that fingerprinting is never disabled.
12	The watermarking network logo for all pay Channels shall be inserted at encoder end only.
13	DRM/SMS deployed should be able to send scroll messaging which should be only available in the lower part of the screen.
14	DRM deployed should be able to geo tag STB/Unique Consumer Subscription deployed in the network for security.
15	STB/Unique Consumer Subscription should take all commands directly from DRM not from any intermediate servers.
16	STB/Unique Consumer Subscription while using IPTV infrastructure should not have feature to download (direct or side download) any 3rd party App/APK and should not have access to any browser.
17	STB/Unique Consumer Subscription should not be able to access the authorization keys from any other source except from the IPTV system through the IPTV closed network. DRM must ensure that the authorization keys are not received by the STB/Unique Consumer Subscription from any other source other than the one specified by the IPTV system
18	No play store should be accessible for enabling download, etc. when STB/Unique Consumer Subscription, is functioning in the IPTV network.
19	STB/Unique Consumer Subscription should have copy protection.
20	Operator system should have capability to maintain un-editable logs of all activity and configurations including download or upgrade of IPTV services App (if any) at STB/Unique Consumer Subscription end
21	The DRM should not allow delivering linear TV Channels on Internet. The delivery of multi Channel television programmes should remain in a closed network within the device.
22	The STB/Unique Consumer Subscription should have forced messaging capability including forced finger printing display.
23	The DRM hybrid STBs/Unique Consumer Subscription should be tested for the following prior to their seeding in the subscribers' premises: (a) System down testing (b) Error messaging (c) Negative user journey testing (d) Device variance testing (e) Destructive testing (f) Application monitoring testing (g) In-app monitoring testing

II. Other Obligations of Operator:

1. STBs, Smart Cards, Systems and Procedures.

1.1 Operator represents and agrees that there are adequate systems, processes and controls in place regarding the distribution of STBs/Unique Consumer Subscriptions and Smart Cards so that they are only sold within the Authorized Area by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers residing in the Authorized Area and installations are made by Operator or its designees at an address in the Authorized Area. Adequate systems, processes and controls shall include, without limitation, Operator:

1.1.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and such Subscriber's STB/Unique Consumer Subscription and Smart Card including, without limitation, the particulars specified in paragraph 2.4;

1.1.2 requiring all residential Subscribers to submit a recent utility bill or bank statement as proof of address, including any residential Subscribers who have been previously de-authorized prior to re-authorization,

or otherwise independently verify the address prior to activation of any STB/Unique Consumer Subscription and Smart Card;

1.1.3 investigating any multiple Smart Cards issued under one individual name or address (other than for mirror STB's), including visiting the premises of such individuals or addresses from time to time;

1.1.4 deputing officers to visit and verify the accuracy and veracity of details submitted by Subscribers, in the event Operator becomes aware of any alleged continuing/potential misuse and/or misrepresentation by the Subscribers;

1.1.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

1.1.6 requiring that for every change of address on the Operator system and therefore re- location of a STB/Unique Consumer Subscription, there is an independent physical verification of the new residential address; and

1.1.7 de-authorising any STB/Unique Consumer Subscription or Smart Card that is found outside of the Authorized Area or in the possession of a person who is not a bona fide Subscriber.

1.2 The Operator agrees that all of its STB and Smart Cards: (i) are sold and installed together as a pack only in the Authorized Area and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.2; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Channel(s) cannot be viewed if such Smart Card is removed and used with any other STB.

1.3 The Operator agrees that all installations of STBs/Unique Consumer Subscription and Smart Cards are done directly by Operator or through its authorized dealers and only within the Authorized Area, and that the installer for every installation physically checks and ensures before installation and activation of a STB/Unique Consumer Subscription 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 STB/Unique Consumer Subscription and which is the same as detailed in the Subscriber Management System ("SMS"). In accordance with paragraph 2.2.1,

1.4 The Operator agrees and undertakes that it shall not knowingly or negligently activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:

1.4.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the SMS;

1.4.2 outside of the Authorized Area; or

1.4.3 that of a cable head end or any other distributor of such Channel(s) to residential Subscriber.

1.5 In order to ensure that the Smart Card is only activated for bone fide Subscribers, the Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the Subscriber and verified by Operator which matches with the address as supplied by the notified by Subscriber at the time of purchase of the STB/Unique Consumer Subscription and which is the same as detailed in the SMS.

1.6 The Operator agrees that its SMS allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under Paragraph 2.4.

1.7 The Operator shall ensure that OSD should support a minimum of 120 characters.

1.8 The Operator shall ensure that its watermark logo is inserted on all Channels.

1.9 The Operator shall submit & confirm the number of Multiplexer Units (“MUX”) installed with active Transport Stream (“TS”) outputs. This should include a physical Audit of headend and analysis of TS stream from the MUX.

1.10 All TS from MUX should be encrypted for Authorized Areas. There should not be any remuxing on ground after feed has left from declared headends.

1.11 The Operator shall ensure that all LCOs' STBs/Unique Consumer Subscription will be paired with Unique System ID/ Bouquet ID, so that consumers in Authorized Area(s) can be identified. The current version of the DRM should not have any history of hacking. A certificate from the /DRM Vendor, to this effect be submitted.

1.12 The SMS and DRM should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the DRM should be independently capable of generating log of all activation and de-activations.

1.13 The DRM vendor/manufacturer should be known to have capability of upgrading the DRM in case of hacking.

1.14 The Operator to provide the make & version of DRM installed at headend.

1.15 The DRM certificate to be provided by the Operator as set out in Schedule F.

1.16 All LCO's should be paired with unique system ID/ Franchisee ID, so as to identify their end customers / ultimate Subscribers.

1.17 The Operator to declare by undertaking the number of encryptions DRM/SMS he is using at the head end and in future if he is integrating any additional DRM/SMS same should be notified to the Broadcasters by means of a fresh undertaking.

1.18 Reconciliation of DRM database (active cards, service wise & package wise) with SMS database to be provided by Operator. DRM vendor must certify reconciliation of data.

1.19 No activation/ de-activation from direct DRM system, it must be routed via SMS client only.

1.20 The Operator should provide DRM vendor certified copies of active/inactivate Channel wise/product wise report & Package/product report during Audit period.

1.21 The DRM system should have the capability of providing history of all actions taken for at least previous twenty-four (24) months.

1.22 The SMS & DRM should be capable of individually addressing Subscribers, on a Channel by Channel and STB/Unique Consumer Subscription by STB/Unique Consumer Subscription basis.

1.23 Both DRM & SMS systems should be of reputed vendors/suppliers 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.

1.24 The DRM system provider should be able to provide monthly log of the activations on a particular Channel or on the particular package.

1.25 The SMS should be able to generate itemized billing such as content cost, rental of the Equipments, taxes etc.

1.26 The DRM and/or SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.

1.27 The Operator agrees that it shall at its own cost, be responsible for ensuring the Channel(s) is distributed via a digital, encrypted format signal receivable through its DRM system only by its bona fide Subscribers to the Channel(s).

1.28 The Forensic watermarking to be implemented on the Operator headend & STBs//Unique Consumer Subscription.

1.29 The STB or the device where Unique Consumer Subscription is logged in, must have a secure chip set with mandatory pairing.

1.30 There should be a system in place to secure content between decryption & decompression within the STB/Unique Consumer Subscription.

1.31 The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

1.32 The PVR enabled STBs must be such that any recorded content is capable of being replayed only with the use of that STB. Once the Subscriber is disconnected, the Subscriber will not be able to have access to any recorded content.

1.33 Types of STB launched/to be launched:

a. Vanilla STB
b. PVR STB
c. Others (please specify)

2. STB/Unique Consumer Subscription, Smart Cards, Systems and Procedures.

2.1 The SMS should be able to auto generate Monthly Subscriber report for Broadcaster in such a way that no active customer id, user id and device mac id left out for billing on monthly basis.

2.2 The file output of DRM shall be processed by SMS system to compare and generate a 100% match or mismatch error report for every VC/STB/unique consumer subscription and for each Channel/Bouquet

2.3 SMS should have a provision of generating the reports of original device MAC id's of all devices associated with the STB/Unique consumer subscription for last three (3) years.

2.4 The DRM should be able to generate report of all sessions created by system.

2.5 IPTV service delivery may conform to multicast and/or unicast mode, irrespective of the mode of the delivery the services should be available in closed network only so as to maintain the basic ingredients of IPTV. The system configuration should ensure that every television Channel is available to every authorized customer on selection to view, irrespective of the mode of delivery or the number of viewers seeking such Channel at any

point of time. The recording of any linear Channel should not be allowed in any manner whatsoever on devices other than STB which are compliant to copy right protection.

2.6 It should have Geo blocking feature that enables a Broadcaster/ government authorities to determine and instruct the Operator to restrict the broadcast of TV Channels in locations

2.7 The DRM should be able to disallow content on certain devices in case Broadcaster does not have right to retransmit the content on such devices.

2.8 The Fingerprinting should be such that it can identify the unique STB/Unique Consumer Subscription number or the unique VC number or the original MAC ID of the device.

2.9 The DRM should not allow delivering linear TV Channels on Internet. The delivery of multi-channel television programmes should remain in a Operator closed network only.

2.10 STB/Unique Consumer Subscription should take all commands directly from DRM not from any intermediate servers.

3. The Operator shall not provide linear channels of ZEEL to/on any viewing device, screen and /or audio-video monitor other than Television, which enables reception and display on tablets, computers, mobile screen/handheld devices.

4. The Operator shall not provide linear channels of ZEEL on/to any 3rd party Application that enables access to ZEEL channels.

5. The Operator shall ensure that IPTV App will be sperate from any OTT App and the subscribers will take linear channels through IPTV App and feed only.

SCHEDULE H
ANTI PIRACY

Piracy, piracy reports and prevention

1.1 The Operator shall immediately notify Broadcaster if it ascertains or becomes aware that (hereinafter, each a "*Piracy Event*"):

1.1.1 Any Smart Card or STB/Unique Consumer Subscription is being located, supplied or sold outside the Authorized Area;

1.1.2 The Channel(s) is being viewed via a Smart Card or STB/Unique Consumer Subscription by a STB/Unique Consumer Subscription party that is not a residential Subscriber;

1.1.3 A Smart Card/Unique Consumer Subscription is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Authorized Area, or;

1.1.4 A Smart Card and/or STB or Unique Consumer Subscription is being used by a cable operator to distribute the Channel(s).

1.2 If Broadcaster becomes aware of a Piracy Event then, at Broadcaster's request, the Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

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

1.2.2 If 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 Broadcaster, where the Broadcaster shall be one of the Parties to such action, it shall notify the Broadcaster in writing and seek the Broadcaster's prior written consent. Where the Broadcaster consents to the Operator taking legal or other action on behalf of the Broadcaster, the Operator shall keep the Broadcaster fully informed of the progress of such action. The Operator shall not settle, attempt to settle or otherwise compromise the rights of Broadcaster or its Operators without the prior written consent of the Broadcaster.

1.3 If the Operator's Conditional Access is hacked or otherwise compromised, the Operator agrees to change or upgrade, within sixty (60) days of the Operator becoming aware of such hacking, its DRM and/or SMS to ensure that the Conditional Access cannot be hacked or compromised within the Authorized Area. If the Operator does not make such change or upgrade within such period of time, the Broadcaster shall have the right to suspend or terminate this Agreement in accordance with Clause 15. During such period, the Operator shall implement a temporary fix to protect the Channel(s).

1.4 The Operator shall investigate and report to the Broadcaster any incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a STB/Unique Consumer Subscription and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs/Unique Consumer Subscription or Smart Cards or other equipment that enable access to the Channels.

SCHEDULE I
Audit

The intent of the Audit is to ensure:

• That Operator's systems are fully compliant with all regulatory requirements.
• Revenue assurance of Broadcaster and to ensure that true and correct Subscriber reports are generated and submitted by the Operator.
• Compliance with contractual commitments as per Interconnection Agreement.

The Audit shall cover and include the following:
1. Headend Audit
2. DRM Audit
3. SMS Audit
4. Data integrity of DRM and SMS
5. STB Audit
6. Distribution Network Audit- Territory/areas covered
7. Anti-piracy measures
8. Broadcasters IRDs physical verification and their respective status
9. Interconnection Regulation
10. TS recording at various places
11. Validation of Ground Samples
12.Any other process, check or activity deemed fit by the TRAI Empanelled Auditor.

The Parties acknowledge and agree that the scope of the Audit shall be modified and/or replaced / revised in the event TRAI notifies or recommends any changes in this regard during the Term of this Agreement. The Operator undertakes that the Operator shall always comply with the requirements stipulated by TRAI in respect of the Audit Manual

Scope and Scheduling of Audit:

Headend Audit Operator should provide Complete information including Accurate Schematic Diagram of all their Headend (Back up/Mini, etc), Earth Stations, Systems and Processes for Audit and Auditing Purpose.

- Operator to submit & confirm the no. of MUX's (Multiplexer Units)/Transcoders & Streaming servers installed with active TS (Transport Stream) outputs. This should include physical Audit of headend, earth station and analysis ofconfiguration of all linear channels' streaming data.
- Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX/Transcoders & Streaming servers
- All Channels should be encrypted for the Territory.
- Operator to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only.
- Take inventory IRDs + VCs installed in each head-ends including their serial numbers. Make note of broadcaster IRDs + VCs available but not installed.
- Check MUX/Transcoders and Streaming servers configuration to validate number of linear channels URL's, scrambling status of each linear channel data from Transcoders/DRM server.
- Take screenshot of all Channels configured from MUX/Transcoders and Streaming servers and compare with results of field data.
- Take data of Channel configurations installed and powered to identify streams available for local insertion by LCOs.
- Extraction of IP credentials and URL of all Channels configured in various servers to confirm whether all Channels are encrypted.

II. DRM Audit: Operator to provide all below information correctly: Make & version of DRM installed at Head End.

- DRM system certificate to be provided by the Operator.
- DRM version installed should not have any history of hacking, certificate from DRM vendor required.
- DRM should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
- DRM should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.

- STB's & cards to be uniquely paired from the Operator before distributing box down the line.
- Operator to declare by undertaking the no of encryptions DRM/SMS he is using at the head end and in future if he is integrating any additional DRM/SMS same should be notified to ZEEL by means of a fresh undertaking.
- Reconciliation of DRM database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by Operator. DRM vendor required to certified reconciliation of data.
- No activation / deactivation from direct DRM system, it must be routed via SMS client only.
- Operator should provide DRM vendor certified copies of active/deactivate Channel wise/product wise report &Bouquet/Subscriber Package/ product report during Audit period.
- DRM system should have the capability of providing history of all actions taken for last 3 years.

III. SMS Audit: All product authorization must be from SMS only.

- SMS and DRM should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the Subscribers such as:
    - Unique Customer Id
    - Subscription Contract number
    - Name of the Subscriber
    - Billing Address
    - Installation Address
    - Landline telephone number
    - Mobile telephone number
    - Email id
    - A – la-carte Channels or Bouquet / Subscriber Package subscribed to
    - Unique STB Number/Unique Consumer Subscription
    - Unique VC Number/Unique Consumer Subscription
- The SMS should be able to undertake the viewing and printing historical data in terms of the activations, de-activations etc.
- Location of each and every set top box / Unique Consumer Subscription / VC unit
- The SMS should be capable of giving the reporting at any desired time about:
    - The total number Subscribers authorized.
    - The total number of Subscribers on the network
    - The total number of Subscribers subscribing to a particular service at any particular date.
    - The details of Channels opted by Subscriber on A-la-carte basis.
    - The Bouquet / Subscriber Package wise details of the Channels in the Bouquet / Subscriber Package.
    - The Bouquet / Subscriber Package wise Subscriber numbers.
    - The ageing of the Subscriber on the particular Channel or Bouquet / Subscriber Package
    - The history of all the above-mentioned data for the period of the last three (3) years

1. <u>Following parameters should be validated during the common Audit of Headend, DRM & SMS</u>

- Review Complete Network Diagram
- Undertaking from Operators for all SMS and DRM installed at headend to identify Multiple DRM / SMS
- Certificate from DRM provider for details of DRM ID, Service ID, N/w ID, version and no. of instances and servers installed. Also confirmation with respect to history of hacking to be provided by the DRM Vendor.
- To check if Operator specific coding / ID is available for Fingerprinting
- Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
- Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for Subscriber
- Unique Subscriber ID

- Subscriber Contract Details – No, Term, Date, Name, Address & contact details
- Hardware details
- Review the Subscriber's activation/ de-activation history in the SMS system
- Validate if the SMS is integrated with DRM.
- Review if all the active and de-active STBs/Unique Consumer Subscription are synchronized in both SMS and DRM.
- Validate if independent logs/report can be generation for active and de-active VCs with the product/Channels active in both SMS & DRM.
- Review if the system supports the Fingerprinting and OSD features at Box level, Customer account level as well as Global level.
- Validate if all the STBs/Unique Consumer Subscription are individually addressable from the System and are paired with the viewing cards.
- Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels.
- Review the various packages programmed in the Systems with respect to the Subscriber Reports submitted to ZEEL/ Aggregators.
- Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, Bouquet / Subscriber Package composition, rates,
- Review of the following reports are supported by SMS and DRM

- Total no. of Subscribers – active & de-active separately
- De-active Subscribers with ageing
- Channel wise Subscribers - total
- Channel wise Subscribers – split by Bouquet / Subscriber Package
- Revenue by Bouquet, Subscriber Package or A-la-carte Channel
- Subscriber/Revenue Reports by State/City
- No. of Bouquets / Subscriber Package offered.
- List of Channels / rates of each Bouquet / Subscriber Package
- Rate card options offered / Attached with Active Subscribers
- Historical data reports
- Free / demo Subscribers details
- Exception cases – active only in SMS or DRM

IV. STB/Unique Consumer Subscription Audit: All STB should be whitelisted in SMS and DRM individually before handing down the line distribution.

- Operator to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).
- Operator should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by Operator's should be certified by their DRM vendor.
- ECM/EMM base Forced messaging and ticker mode should be available.
- All the STBs should have DRM Access.
- The STB should be capable of doing Fingerprinting. The STB should support both at STB/Unique Consumer Subscription and Channel level -based Fingerprinting.
- The STB should be individually addressable from the headend.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- Types of boxes launched / to be launched:
  - Vanilla STB
  - DVR STB
  - Hybrid Box

- Others (please specify)

- Please furnish STB details as following:
  - Open Standards or Proprietary?
  - Audio Video and Data I/O Configuration?
  - Local Storage?
  - Smarts Card?
  - PVR Functionality?
  - Tamper Resistance?
  - I/O Copy Protection? Please provide the details.
  - I/O Interface to Other Devices?
- Are the STB's interoperable?
- DVR / PVR STB should be compliance of following;
  - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
  - Recorded content should be encrypted & not play on any other devices.
  - Content should get record along with entitlements and play out only if current entitlement of that Channel is active.
  - User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.

V. Distribution Network Audit: Operator should provide below information in detail:

- Service area to be defined.

VI. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

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

VII. Commercial Audit

1. Provide system generated Channel-wise and Bouquet / Subscriber Package-wise reports of Channels for the platform in a non-editable format.
2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
   - Customer acquisition
   - Provisioning of the Subscriber in authentication, billing and SMS system
   - Bouquet / Subscriber Package change request process
   - Customer Retention process, if any
   - De-activation and churn process
3. Understand/ verify the various Bouquets / Subscriber Package being offered to customers
   - Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers
   - Interactions with the Operator's marketing and sales team on how the various Channels are being marketed
   - Any special marketing schemes or promotions
   - Details of the consumers subscribing to the various Bouquets / Subscriber Package, including 'demo'/ free/ complimentary/ testing/ promotional Subscribers

4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of Subscriber Report generation process):

- Generation of reports for Subscriber declaration for Channels or Bouquets / Subscriber Package
- Any reconciliations / checks /adjustments carried out before sending the declarations

5. Analyze declaration reports on a sample basis:

- Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems).
- Analyse the computation of average Subscribers.
- Ascertain the average Subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors.

6. Analysis of the following:

- Input and change controls of customer data into SMS.
- SMS user access controls – authentication, authorization and logging.
- Analyze system logs to identify any significant changes or trail of changes made.
- Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.
- Review the system logic for the reports which are inputs to Broadcaster declarations.
- Channel allocation/fixation to a particular LCN/CDN.
- Mapping of Subscriber id across the CRM and SMS billing system if the same is different across the systems.
- Sample of activation and de-activation request logs.
- Numbers of the Active Subscribers for sample months (report to be taken in front of the auditors/ rep).
- Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both Parties).
- Live Demo of the queries being put into the system to generate different reports.
- List of DRM and SMS used by Operator in DAS area. In case more than one DRM and SMS system is used by Operator, then understand and analyze how the markets are segregated, controlled, reported and invoiced.
- Similarly, list of head-ends of the operator providing services from all headends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple DRM being used by Operator, to understand synchronization between multiple DRM and SMS.

VIII Basic Audit checks to be completed

- "As on Date" Reconciliation of VC and STB/Unique Consumer Subscription from complete DRM and SMS for the date of Audit. Any discrepancy of VC not active in DRM but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base.
- Reconciliation of VC and STB/Unique Consumer Subscription from complete DRM and SMS for the historical months over the Audit period. Any discrepancy of VC not active in DRM but found active in SMS or vice versa should be reported in actual numbers as well as percentage of the total base.
- "Transaction log" Reconciliation of VC and STB/Unique Consumer Subscription numbers obtained from logs of complete DRM and Logs of SMS with the Subscriber Report provided to Broadcaster for each month. Any discrepancy should be reported in Actual numbers as well as percentage of the total base.
- Reconciliation of VC and STB/Unique Consumer Subscription from DRM and SMS for each Channel for the date of Audit. Any discrepancy should be reported in Actual numbers as well as percentage of the total base.
- Reconciliation of VC and STB/Unique Consumer Subscription numbers for each Channel obtained from Logs (Transactional logs as well as configuration logs) of complete DRM and SMS Logs with the Broadcasting report of each month. Any discrepancy should be reported in Actual numbers as well as percentage of the Channel count reported.

- Reconciliation of Channels configured for a package in SMS and Channel configured for respective package/product in DRM. The report should provide numbers of Channels not in DRM for the product which were present in SMS package and vice versa.
- A 3 way reconciliation on Channel wise count of Broadcasting report, DRM and SMS should be done at count level for the day of Audit as well as historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.
- Reconciliation of Channels/IRD's which have been obtained by the Operator but not activated/subscribed by any customer. All such Channels where IRD's are active but Subscriber count is zero should be reported.
- Reconciliation of LCN and Genre declared by broadcaster with the actual LCN and genre found during Audit. All mismatches of LCN and genres found during Audit to be reported.
- Report the Channels found running in Unencrypted or analogue mode on the day of Audit
- Auditor to compare the STB/Unique Consumer Subscription /VC field samples with VC and STB/Unique Consumer Subscription data extracted during the Audit from DRM and SMS. All exceptions to be reported.
- Auditor to compare TS recording data of the Operator's DRM systems provided by Broadcaster during period under Audit and DRM declared by the Operator. All exceptions to be reported in Audit report.
- Auditor to highlight critical data not provided by the Operator or the data which was not available or any other exclusion and limitations. Auditor to provide his assessment whether those exclusions and limitation limit ascertaining of true and correct Subscriber count.
- Auditor to highlight if any free access (to be defined) Channels are available .
- Auditor to compare STB/Unique Consumer Subscription from SMS and compare with the STB/Unique Consumer Subscription on which payment has been received through prepaid system from the customer in last six (6) months. Any cases where payment has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception.
- Auditor to compare STB/Unique Consumer Subscription from SMS and compare with the STB/Unique Consumer Subscription on which complaint has been received in last 6 months. Any cases where complaint has been logged has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception.
- All cases to be reported after analyzing logs of MUX/Scramblers/Transcoders and streaming servers whenever there were signals running in unencrypted mode during the Audit period.
- Auditors to report if system was configured in such a way that local insertion of Channel was not possible in an un-encrypted mode during Audit period and report the same.

IX Basic hygiene checks for Audit

- Operator to declare and provide all admin/super admin login access to DRM & SMS servers, IT systems & headend equipment to auditors.
- Operator to allow auditors to run queries to extract data / logs / reports from live SMS and DRM systems. (Auditors to not accept any pre-extracted data/reports from SMS & DRM systems).
- Operator to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis.
- All data from DRM and SMS server should be extracted by auditor in such a manner that no STB/Unique Consumer Subscription /VC is left out from the database. Auditors should understand the data extraction queries that are run on the live DRM & SMS servers.
- A screen shot of the Queries that are run should be part of the data stored with password protected\Data extraction queries scripts and explanation of terminology to be preserved and also provided to the Broadcasters along with the Audit report and data stored with password protected.
- Auditor and Broadcaster representative should be physically present during the extraction of DRM & SMS data and should not leave the data extraction activity to DRM & SMS vendors.
- The Audit report shall contain the information sought in Schedule 1 to Schedule 4 of this Schedule I.
- All data to be extracted from backend using queries or verify the data obtained from SMS/DRM frontend by writing queries on the backend database after understanding the table structure:

  i. As on date Active and de-active Subscriber count in the network.

ii. As on date Active and de-active counts with STB/Unique Consumer Subscription /VC with location specific report.
iii. As on date Active and de-active Channel and package wise Subscriber count and a report containing details of such STB/Unique Consumer Subscription /VC.
iv. Historical month-end active and de-active STB/Unique Consumer Subscription /VC wise Subscriber counts and a report containing details of such STB/Unique Consumer Subscription /VC for the Audit period.
v. Historical month-end active and de-active package and Channel-wise Subscriber counts and a report containing details of such STB/Unique Consumer Subscription /VC for the Audit period.
vi. As on date Channel composition of packages.
vii. Channel composition of packages for historical period (Audit Period).
viii. Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp.
ix. Inventory of all the VC/UA/Mac ID from the SMS server.

Any other information, data or testing requirement deemed fit by the TRAI empaneled Auditor as per extant regulations.

Schedule - 1

Distributor Logo

Report title: Total No. of Registered STBs/Unique Consumer Subscription
Run Time:
Run Date:

Total no. of Registered STBs/Unique Consumer Subscription:

Active VC Count (1)	**Temporary suspended/Safe custody VC Count (2)**	**De-active VC count (3)**	**Blacklist VC count (4)**	**Total registered VC's (1+2+3+4)**
.	.		.	

Schedule - 2

Distributor Logo

Report title: Package wise VC Count
Run Time:
Run Date:

Package wise VC Count:

Sr No	Package/A-la-carte Name	Package/A-la-carte ID	Count on 7th	Count on 14th	Count on 21st	Count on 28th	Average Count
.	.		.				

Schedule - 3

Distributor Logo

Report title: Package wise Channels details
Run Time:
Run Date:

Package wise Channel details:

Sr No	Package/A-la-carte Name (SMS)	Package/A-la-carte ID (SMS)	DRM PIRD	Channel name	Broadcaster	FTA or PAID status
.	.		.			

Schedule - 4

Distributor Logo

Report title: VC wise package details
Run Time:
Run Date:

Package wise Channel details:

Sr No	**VC number**	**STB/MAC ID**	**Package / A-la-carte Name (SMS)**	**Package/A-la-carte ID (SMS)**	**Fist VC activation date**	**Last suspension / deactivation date**	**Last re-Activation date**	**Package start date**	**Package end date**	**VC Status**
.			.		.					

SCHEDULE J
HARDWARE FORM

This Hardware Form forms an integral part of Reference Interconnect Offer bearing Agreement number _____

Operator Code: _____
Operator Name: _____

Installation Location Address:
Address:
_____
City / Town / Village: _____ Pin code: _____
Taluka / Tehsil: _____ District: _____
State: _____

Channel wise serial number details of all IRDs, VC Nos and CAMs of the Services being subscribed by the Operator at the location:
Installation Type: _____

S. N.	Select	Name of the Channel	IRD NO/PIRD No	VC NO	CAM NO
1	☐				
2	☐				
3	☐				
4	☐				
5	☐				
6	☐				
7	☐				
8	☐				
9	☐				
10	☐				
11	☐				
12	☐				
13	☐				
14	☐				
15	☐				
16	☐				
17	☐				
18	☐				
19	☐				
20	☐				
21	☐				
22	☐				
23	☐				
24	☐				
25	☐				
26	☐				
27	☐				
28	☐				
29	☐				
30	☐				

31	☐				
32	☐				
33	☐				
34	☐				
35	☐				
36	☐				
37	☐				
38	☐				
39	☐				
40	☐				
41	☐				
42	☐				
43	☐				
44	☐				
45	☐				
46	☐				
47	☐				
48	☐				
49	☐				
50	☐				

The Operator acknowledges the receipt/possession of the IRDs/PIRDs as detailed above and certifies them to be found in excellent working condition. The Operator further undertakes to provide Hardware Undertaking of ZEEL as may be provided and amended by ZEEL from time to time.

Capitalized terms unless otherwise defined herein shall bear the same meaning as ascribed to them under the Reference Interconnect Offer.

For _____	Name: _____ Designation: _____ Date: _____
For Zee Entertainment Enterprises Limited	Name: _____ Designation: _____ Date: _____

*****

SCHEDULE K

A. SERVICE FORM 1

APPLICATION FORM FOR REQUEST OF SIGNALS OF ZEE CHANNELS BY OPERATOR
(As per Clause 10 (4), (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the Operator: _____
2. The names of Owners/Directors/Partners of the Operator: _____
3. Registered Office address:_____
4. Address for communication:_____
5. Name of the contact person/ Authorized Representative: _____
6. Telephone:_____, Mobile: _____
7. Email address: _____
8. Copy of certificate of registration/ permission/ license (Copy Attached): _____ (Yes / NO)
9. Details of Headend, Digital Rights Managers (DRM) and Subscriber Management Systems (SMS) deployed by the Operator to be attached along with this Application Form.
10. Details of the areas, corresponding States/ UTs and details of the Headend from which the signals of television Channels shall be distributed in such areas: As per the details provided in Annexure 1
11. Area wise present Subscriber base of the Operator: As per the details provided in Annexure 2
12. List of Channels and Bouquets for which signals of television Channels are requested: As per the details provided in Annexure 3
13. Goods & Services Tax registration number: _____
14. PAN No. (Attach a copy): _____
15. Are the DRM/ SMS in compliance with the regulations: YES / NO
16. Copy of the report of the Auditor in compliance of the Schedule X of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, if available (Copy Attached): YES / NO

_____
(Stamp & Signature)
Name: _____
Designation: _____
Date and Place: _____

DECLARATION

I _____s/o, d/o_____, _____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____ (Name of the Operator), do hereby declare that the details provided above are true and correct. I state that the addressable systems installed for distribution of television Channels meet the technical and other requirements specified in the Schedule X of the Interconnection Regulations. The configuration and the version of the addressable system have not been changed after issuance of the report by the Auditor.

_____
(Stamp & Signature)
Name: _____
Designation: _____
Date and Place: _____

MANDATORY SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM SEEKING SIGNALS OF ZEEL CHANNELS:

i. PAN Card;
ii. Goods & Services Tax Registration Certificate;
iii. Tax Deduction Account Number (TAN)
iv. Certificate / Registration issued to the Operator by the Ministry of Information and Broadcasting (MIB) to operate in DAS area under Rule 11C/11E of the Cable Television Networks Rules 1994 (as amended) and other approvals from the relevant governmental authority along with all relevant supporting documents, including licenses;
v. Copy of the resolution passed by the board of directors of the Operator or an authority letter from the Operator authorizing to execute the Interconnection Agreement on behalf of the Operator;
vi. DRM declaration from the conditional access vendor in the format set out at Schedule F.
vii. SMS declaration from the SMS vendor in the format set out at Schedule F.

Annexure 1 to Service Form 1

Details of the areas, corresponding States/ UTs and details of the Headend from which the signals of television Channels shall be distributed in such areas

Sr. No	***Details of Area where the Platform is desirous of operating***	***Name of Corresponding State / UTs to the Area***	***Headend from which the signals of ZEEL Channels shall be distributed in such Area***

Annexure 2 to Service Form 1

Area wise present Subscriber base of the Platform operator

Sr. No	***Details of Area where the Platform Operator is desirous of operating***	***Name of Corresponding State / UTs to the Area***	***Present Subscriber Base***

Annexure 3 to Service Form 1

I. List of Zee Channels offered on A-la-carte basis for which signals are requested

We are desirous of availing the signals of the following Zee Channels are marked as yes in the table below on A-la-carte basis:

S. No.	Name of Channel	Genre	Language	A-la-carte Channel Code	**Select Check box
1	Zee TV	General Entertainment	Hindi	ZSD-ZEETV15	☐
2	&TV	General Entertainment	Hindi	ZSD-ANDTV15	☐
3	Zee Cinema	Movies	Hindi	ZSD-ZCNMA15	☐
4	&pictures	Movies	Hindi	ZSD-ANDPC15	☐
5	Zee Bollywood	Movies	Hindi	ZSD-ZBOLL15	☐
6	Zee Classic	Movies	Hindi	ZSD-ZCLAS15	☐
7	Big Magic	Movies	Hindi	ZSD-ZMGIC15	☐
8	Zee Zest	Infotainment	Hindi / English	ZSD-ZZEST15	☐
9	Zing	Music	Hindi	ZSD-ZZING15	☐
10	Unite8 Sports 1	Sports	Hindi / English / Regional Languages	ZSD-ZCAFE15	☐
11	Unite8 Sports 2	Sports	English / Hindi / Regional Languages	ZSD-&FLIX15	☐
12	Zee Marathi	General Entertainment	Marathi	ZSD-ZMRTH15	☐
13	Zee Talkies	Movies	Marathi	ZSD-ZTALK15	☐
14	Zee Yuva	General Entertainment	Marathi	ZSD-ZYUVA15	☐
15	Zee Bangla	General Entertainment	Bangla	ZSD-ZBNGL15	☐
16	Zee Bangla Sonar	Movies	Bangla	ZSD-ZBGCM15	☐
17	Zee Sarthak	General Entertainment	Odia	ZSD-ZSRTH15	☐
18	Zee Punjabi	General Entertainment	Punjabi	ZSD-PUNBB15	☐
19	Zee Tamil	General Entertainment	Tamil	ZSD-ZTAML15	☐
20	Zee Thirai	Movies	Tamil	ZSD-THRAI15	☐
21	Zee Telugu	General Entertainment	Telugu	ZSD-ZTELG15	☐

22	Zee Cinemalu	Movies	Telugu	ZSD-ZCNML15	☐
23	Zee Kannada	General Entertainment	Kannada	ZSD-ZKAND15	☐
24	Zee Power	Movies	Kannada	ZSD-PCHAR15	☐
25	Zee Keralam	General Entertainment	Malayalam	ZSD-ZKRLM15	☐
26	Zee TV HD	General Entertainment	Hindi	ZHD-ZEETV15	☐
27	&TV HD	General Entertainment	Hindi	ZHD-ANDTV15	☐
28	Zee Cinema HD	Movies	Hindi	ZHD-ZCNMA15	☐
29	&pictures HD	Movies	Hindi	ZHD-ANDPC15	☐
30	&xplor HD	Movies	Hindi	ZHD-&XPLR15	☐
31	Zee Zest HD	Infotainment	Hindi / English	ZHD-ZZEST15	☐
32	Unite8 Sports 1 HD	Sports	Hindi / English / Regional Languages	ZHD-ZCAFE15	☐
33	Unite8 Sports 2 HD	Sports	English / Hindi / Regional Languages	ZHD-&FLIX15	☐
34	Zee Marathi HD	General Entertainment	Marathi	ZHD-ZMRTH15	☐
35	Zee Talkies HD	Movies	Marathi	ZHD-ZTALK15	☐
36	Zee Bangla HD	General Entertainment	Bangla	ZHD-ZBNGL15	☐
37	Zee Tamil HD	General Entertainment	Tamil	ZHD-ZTAML15	☐
38	Zee Thirai HD	Movies	Tamil	ZHD-THRAI15	☐
39	Zee Telugu HD	General Entertainment	Telugu	ZHD-ZTELG15	☐
40	Zee Cinemalu HD	Movies	Telugu	ZHD-ZCNML15	☐
41	Zee Kannada HD	General Entertainment	Kannada	ZHD-ZKAND15	☐
42	Zee Power HD	Movies	Kannada	ZHD-PCHAR15	☐
43	Zee Keralam HD	General Entertainment	Malayalam	ZHD-ZKRLM15	☐
44	Anmol TV	General Entertainment	Hindi	ZSD-ZANML15	☐
45	Anmol Cinema	Movies	Hindi	ZSD-ZANCM15	☐
46	Anmol Cinema 2	Movies	Hindi	ZSD-ZGNGA15	☐
47	Action Cinema	Movies	Hindi	ZSD-ZACTN15	☐

48	Zee Biskope	Movies	Bhojpuri	ZSD-GNGAB15	☐
Total Count of Zee Group Channels to be availed on A-la-Carte Basis					

II. List of Bouquets of Pay ZEEL Channels

We are desirous of availing the following Bouquet of Pay ZEEL Channels marked as yes in the table below:

S. N.	Select Checkbox	Bouquet Name	Zee Bouquet Code
1	☐	Zee All-In-One Pack Hindi SD	ZSDB2HNDI117
2	☐	Zee All-In-One Pack Marathi SD	ZSDB2MRTH117
3	☐	Zee All-In-One Pack Bangla SD	ZSDB2BNGL117
4	☐	Zee All-In-One Pack Odia SD	ZSDB2ODIA117
5	☐	Zee Prime Pack Tamil SD	ZSDB0TAML117
6	☐	Zee Family Pack Tamil SD	ZSDB1TAML117
7	☐	Zee All-In-One Pack Tamil SD	ZSDB2TAML117
8	☐	Zee Prime Pack Telugu SD	ZSDB0TLGU117
9	☐	Zee Family Pack Telugu SD	ZSDB1TLGU117
10	☐	Zee All-In-One Pack Telugu SD	ZSDB2TLGU117
11	☐	Zee Prime Pack Kannada SD	ZSDB0KNDA117
12	☐	Zee Family Pack Kannada SD	ZSDB1KNDA117
13	☐	Zee All-In-One Pack Kannada SD	ZSDB2KNDA117
14	☐	Zee Prime Pack Malayalam SD	ZSDB0MLYM117
15	☐	Zee Family Pack Malayalam SD	ZSDB1MLYM117
16	☐	Zee All-In-One Pack Hindi HD	ZHDB2HNDI117
17	☐	Zee All-In-One Pack Marathi HD	ZHDB2MRTH117
18	☐	Zee All-In-One Pack Bangla HD	ZHDB2BNGL117
19	☐	Zee All-In-One Pack Odia HD	ZHDB2ODIA117
20	☐	Zee Prime Pack Tamil HD	ZHDB0TAML117
21	☐	Zee Family Pack Tamil HD	ZHDB1TAML117
22	☐	Zee All-In-One Pack Tamil HD	ZHDB2TAML117
23	☐	Zee Prime Pack Telugu HD	ZHDB0TLGU117
24	☐	Zee Family Pack Telugu HD	ZHDB1TLGU117
25	☐	Zee All-In-One Pack Telugu HD	ZHDB2TLGU117
26	☐	Zee Prime Pack Kannada HD	ZHDB0KNDA117
27	☐	Zee Family Pack Kannada HD	ZHDB1KNDA117
28	☐	Zee All-In-One Pack Kannada HD	ZHDB2KNDA117
29	☐	Zee Prime Pack Malayalam HD	ZHDB0MLYM117
30	☐	Zee Family Pack Malayalam HD	ZHDB1MLYM117
Total Count of Bouquet(s) Availed by Operator			

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ANNEXURE 4 to Service Form 1

INCENTIVE SCHEME(s) ON PAY ZEEL CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: ☐ YES ☐ NO

I. ZEEL is offering Penetration Incentives on the MRP of Pay ZEEL Channels set out in this Schedule C subject to the Operator fulfilling the conditions set out herein:

II. Incentive Eligibility Parameters for Incentive on MRP of Pay ZEEL Channels

A. Meeting the LCN Requirements: The Operator has to place Pay ZEEL Channels that have been availed by the Operator under this Agreement in LCN Slab in order to achieve "Penetration Incentive Eligibility".

B. Compliance with all applicable terms and conditions under this Agreement and the Amended Regulations.

C. Reports: In order to be eligible for any of aforementioned Incentives offered by ZEEL, the Operator shall provide ZEEL, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in Schedule E to this Agreement.

D. Subscriber Records, Access and Audit: ZEEL (through empanelled auditors) shall during the Audit referred to in Clause 10 of this Agreement, be entitled to access the Records, SMS, DRM and related systems of the Operator in order to determine the correctness of various reports referred to in this Schedule E.

E. Submission of Audit Reports under section 15(1) or 15(2) for the period of 12 months prior to effective date of this agreement is mandatory to achieve "Penetration Incentive Eligibility". In case the Operator fails to submit any of the Audit Report i.e. under section 15(1) or 15(2), then ZEEL reserves the right to decide on achievement of Operator's "Penetration Incentive Eligibility".

III. LCN Requirements:

A. Condition Precedent for availing any of the Incentives under this Agreement: To be entitled for Penetration Incentives, the meeting the LCN rank as set out below shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.

B. Channel Penetration Qualifying Parameters: The Operator shall be entitled to any Incentive subject to the Operator fulfilling the LCN requirements as per LCN Slabs set out hereinbelow, and meeting the eligibility parameters, including the Channel Penetration Qualifying Parameters set out in this Schedule C.

C. LCN Slabs: LCN Slabs shall be based on the Operator maintaining the LCN rank as per the LCN Slabs on Operator's Platform, in Operator's EPG system, for the Term for any/all of the ZEEL Channels, within specified genre and language (as listed in Table A below). LCN rank would be measured against the Competing Channels tabulated against each of the ZEEL Channel listed below in Table A.

For the purpose of this Agreement, Competing Channel for each of ZEEL Channel shall mean the Channels of competing Broadcasters as listed against the concerned ZEEL Channel in Table A hereinbelow.

TABLE – A

Genre and Logical Channel Number (LCN) Slabs

Table A: LCN Slab Requirement

S. N.	Channel Name	Channel Category	Relevant Market	Genre	Competing Channels	LCN Slab
1	Zee TV	A	Specified States^	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	Top 4
2	&TV	A	Specified States^	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	Top 7
3	Zee Cinema	A	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star	Top 4

					Gold Thrills, B4U Movies, Star Gold Select and Similar channels	
4	&pictures	A	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 8
5	Zee Bollywood	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 11
6	Zee Classic	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 19
7	Big Magic	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 20
8	Zing	B	Specified States^	Music (Hindi)	9XM, Mastiii, B4U Music, MIX, 9X Jalwa, Zoom, Music India, MTV and similar channels	Top 8
9	Zee Zest	B	All India	Infotainment (Hindi/English)	Discovery, Animal Planet, National Geographic and similar channels	Top 4
10	Zee Punjabi	A	Punjab, Chandigarh	General Entertainment (Punjabi)	PTC Punjabi, Pitaara TV, Balle Balle, DD Punjabi and similar channels	Top 2
11	Zee Marathi	A	Maharashtra, Goa	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	Top 2
12	Zee Yuva	B	Maharashtra, Goa	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	Top 4

13	Zee Talkies	A	Maharashtra, Goa	Movies (Marathi)	Fakt Marathi and similar channels	Top 2
14	Zee Bangla	A	West Bengal	General Entertainment (Bangla)	Star Jalsha, Colors Bangla, Aath and similar channels	Top 2
15	Zee Bangla Sonar	A	West Bengal	Movies (Bangla)	Jalsha Movies and similar channels	Top 2
16	Zee Sarthak	A	Odisha	General Entertainment (Odia)	Colors Oriya, Tarang TV, Star Kirano and similar channels	Top 2
17	Unite8 Sports 1	B	All India	Sports	All Star & Sony Sports channels and similar channels	Top 12
18	Unite8 Sports 2	B	All India	Sports	All Star & Sony Sports channels and similar channels	Top 12
19	Zee Kannada	A	Karnataka	General Entertainment (Kannada)	Colors Kannada, Star Suvarna, Udaya TV, Suvarna Plus, Udaya Comedy and similar channels	Top 4
20	Zee Power	A	Karnataka	Movies (Kannada)	Star Suvarna Plus, Udaya Movies, Colors Kannada Cinema and similar channels	Top 6
21	Zee Telugu	A	Andhra Pradesh / Telangana	General Entertainment (Telugu)	ETV, Gemini TV, Maa TV, Maa Gold and similar channels	Top 3
22	Zee Cinemalu	A	Andhra Pradesh / Telangana	Movies (Telugu)	ETV Cinema, Gemini Movies, Maa Movies and similar channels	Top 4
23	Zee Tamil	A	Tamil Nadu, Pondicherry	General Entertainment (Tamil)	Sun TV, Vijay, Colors Tamil and similar channels	Top 3
24	Zee Thirai	A	Tamil Nadu, Pondicherry	Movies (Tamil)	KTV, Star Vijay Super, J Movies, Raj Digital Plus, Mega 24 and similar channels	Top 3
25	Zee Keralam	A	Kerala, Lakshadweep	General Entertainment (Malayalam)	Asianet, Asianet Plus, Surya TV, Flowers TV, Kairali TV, Mazhavil Manorama and similar channels	Top 3
26	Zee TV HD	A	Specified States^	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	Top 4
27	&TV HD	A	Specified States^	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	Top 7

28	Zee Cinema HD	A	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 4
29	&pictures HD	A	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 8
30	&Xplor HD	B	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 10
31	Zee Zest HD	B	All India	Infotainment (Hindi/English)	Discovery World HD, Animal Planet HD, National Geographic HD and similar channels	Top 4
32	Unite8 Sports 1 HD	B	All India	Sports	All Star & Sony Sports HD channels and similar channels	Top 12
33	Unite8 Sports 2 HD	B	All India	Sports	All Star & Sony Sports HD channels and similar channels	Top 12
34	Zee Marathi HD	A	Maharashtra, Goa	General Entertainment (Marathi)	Star Pravah HD, Colors Marathi HD and similar channels	Top 2
35	Zee Talkies HD	A	Maharashtra, Goa	Movies (Marathi)	Marathi Movie channels in High Definition	Top 2
36	Zee Bangla HD	A	West Bengal	General Entertainment (Bangla)	Star Jalsha HD, Colors Bangla HD and similar channels	Top 2
37	Zee Kannada HD	A	Karnataka	General Entertainment (Kannada)	Colors Kannada HD, Star Suvarna HD, Udaya HD and similar channels	Top 4
38	Zee Power HD	B	Karnataka	Movies (Kannada)	Kannada Movie channels in High Definition	Top 6
39	Zee Telugu HD	A	Andhra Pradesh / Telangana	General Entertainment (Telugu)	ETV HD, Gemini TV HD, Star Maa HD and similar channels	Top 3
40	Zee Cinemalu HD	A	Andhra Pradesh / Telangana	Movies (Telugu)	Gemini Movies HD, Star Maa Movies HD and similar channels	Top 3
41	Zee Tamil HD	A	Tamil Nadu, Pondicherry	General Entertainment (Tamil)	Sun TV HD, Star Vijay HD, Colors Tamil HD and similar channels	Top 3
42	Zee Thirai HD	B	Tamil Nadu, Pondicherry	Movies (Tamil)	KTV HD and similar channels	Top 3
43	Zee Keralam HD	A	Kerala, Lakshadweep	General Entertainment (Malayalam)	Asianet HD, Surya HD, Mazhavil Manorama HD and similar channels	Top 3

^ Specified States include states of Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chhattisgarh, Rajasthan, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Uttar Pradesh,

Uttarakhand, Bihar, Jharkhand, Sikkim, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Andaman & Nicobar Islands.

D. The Operator has to place all "Category A" channels in respective "Relevant Market" in the LCN Slab.
E. The Operator has to place all "Category B" channels in respective "Relevant Market" in the LCN Slab. However, in this case an exception for up to maximum of 2 channels will be considered i.e. if the Operator places up to 2 channels beyond the specified LCN slab, it will still be considered as eligible for Penetration Incentives.
F. LCN requirements can be achieved separately for Standard Definition channels and High Definition Channels i.e. the Operator may achieve LCN requirements for Standard Definition channels and avail Channel Penetration Incentives, subject to eligibility, only for Standard Definition channels.
G. For the purpose of determining the applicable LCN Slabs for each of the Pay ZEEL Channel, all Local Channels and/or Platform Services of the Operator will be considered along with various broadcast Channels.
H. In the event a Channel has different LCN ranks across Operator's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.
I. In the event that the Operator, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay ZEEL Channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the Operator will not be eligible for Penetration Incentive for that particular month and the Operator will not receive any of the Incentives for any of the Pay ZEEL Channels availed by the Operator under this Agreement for that particular month.
J. The Operator shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

IV. <u>Penetration Incentive:</u>

A. Percentage Penetration of the respective Identified Channel shall be calculated by dividing "Active Subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the Operator".
B. The Percentage Penetration will be calculated separately for Standard Definition channels and High Definition channels. E.g. Percentage Penetration for Standard Definition Channel will be calculated by dividing "Active Subscriber base" of the said Standard Definition channel by "Total Active Subscriber base" of the Standard Definition subscribers of the Operator.
C. Subject to the Operator complying with the eligibility parameters set out in this Schedule, the Operator shall be eligible for Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table B below.
D. If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table B, then the Operator will be eligible for Penetration Incentive on all ZEEL Channels in that Target Market as set out in Table B depending on the "Identified Channel Penetration Criteria".
E. In case the Operator fails to achieve required penetration threshold for even a single Identified Channel as set out in Table B below, the Operator shall not be eligible for any "Identified Channel Penetration Incentive".
F. The achieved Penetration Incentive will be applicable on MRP of all Pay Zee channels.

Table B: Penetration Requirement for Identified Channels

Target Market	Standard Definition Channels		High Definition Channels	
	Penetration Requirement for 15% Incentive	Penetration Requirement for 5% Incentive	Penetration Requirement for 15% Incentive	Penetration Requirement for 5% Incentive

Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar	Zee TV - 85% &TV - 75% Zee Cinema - 75% &pictures - 75% Unite8 Sports 1 - 75%	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65%	Zee TV HD - 85% &TV HD - 75% Zee Cinema HD - 75% &pictures HD - 75% Zee Zest HD - 75% &xplor HD - 75% Unite8 Sports 1 HD - 75%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65%
Maharashtra, Goa	Zee TV - 85% &TV - 75% Zee Cinema - 75% &pictures - 75% Unite8 Sports 1 - 75% Zee Marathi - 90% Zee Talkies - 90%	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65% Zee Marathi - 90% Zee Talkies - 90%	Zee TV HD - 85% &TV HD - 75% Zee Cinema HD - 75% &pictures HD - 75% Zee Zest HD - 75% &xplor HD - 75% Unite8 Sports 1 HD - 75% Zee Marathi HD - 90% Zee Talkies HD - 90%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65% Zee Marathi HD - 90% Zee Talkies HD - 90%
West Bengal, Tripura & Sikkim	Zee TV - 85% &TV - 50% Zee Cinema - 50% &pictures - 50% Unite8 Sports 1 - 50% Zee Bangla - 90% Zee Bangla Sonar - 90%	Zee TV - 85% &TV - 40% Zee Cinema - 40% &pictures - 40% Unite8 Sports 1 - 50% Zee Bangla - 90% Zee Bangla Sonar - 90%	Zee TV HD - 85% &TV HD - 50% Zee Cinema HD - 50% &pictures HD - 50% Zee Zest HD - 50% &xplor HD - 50% Unite8 Sports 1 HD - 50% Zee Bangla HD - 90% Zee Bangla Sonar - 90%	Zee TV HD - 85% &TV HD - 40% Zee Cinema HD - 40% &pictures HD - 40% Zee Zest HD - 40% &xplor HD - 40% Unite8 Sports 1 HD - 40% Zee Bangla HD - 90% Zee Bangla Sonar - 90%
Odisha	Zee TV - 85% &TV - 60% Zee Cinema - 60% &pictures - 60% Unite8 Sports 1 - 60% Zee Sarthak - 90%	Zee TV - 85% &TV - 50% Zee Cinema - 50% &pictures - 50% Unite8 Sports 1 - 50% Zee Sarthak - 90%	Zee TV HD - 85% &TV HD - 60% Zee Cinema HD - 60% &pictures HD - 60% Zee Zest HD - 60% &xplor HD - 60% Unite8 Sports 1 HD - 60% Zee Sarthak - 90%	Zee TV HD - 85% &TV HD - 50% Zee Cinema HD - 50% &pictures HD - 50% Zee Zest HD - 50% &xplor HD - 50% Unite8 Sports 1 HD - 50% Zee Sarthak - 90%
Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram & Nagaland	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65%	Zee TV - 85% &TV - 55% Zee Cinema - 55% &pictures - 55% Unite8 Sports 1 - 55%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65%	Zee TV HD - 85% &TV HD - 55% Zee Cinema HD - 55% &pictures HD - 55% Zee Zest HD - 55% &xplor HD - 55% Unite8 Sports 1 HD - 55%

Karnataka	Zee Kannada - 90% Zee Power - 90% Unite8 Sports 2 - 75%	Zee Kannada - 90% Zee Power - 90% Unite8 Sports 2 - 65%	Zee Kannada HD - 90% Zee Power - 90% Zee Zest HD - 75% Unite8 Sports 2 HD - 75%	Zee Kannada HD - 90% Zee Power - 90% Zee Zest HD - 65% Unite8 Sports 2 HD - 65%
Andhra Pradesh & Telangana	Zee Telugu - 90% Zee Cinemalu - 90% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Telugu - 90% Zee Cinemalu - 90% Zee Bollywood - 65% Unite8 Sports 2 - 65%	Zee Telugu HD - 90% Zee Cinemalu HD - 90% Zee Zest HD - 75% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Telugu HD - 90% Zee Cinemalu HD - 90% Zee Zest HD - 65% Zee Bollywood - 65% Unite8 Sports 2 - 65%
Tamil Nadu & Pondicherry	Zee Tamil - 90% Zee Thirai - 90% Unite8 Sports 2 - 75%	Zee Tamil - 90% Zee Thirai - 90% Unite8 Sports 2 - 65%	Zee Tamil HD - 90% Zee Thirai - 90% Zee Zest HD - 75% Unite8 Sports 2 HD - 75%	Zee Tamil HD - 90% Zee Thirai - 90% Zee Zest HD - 65% Unite8 Sports 2 HD - 65%
Kerala & Lakshadweep	Zee Keralam - 90% Zee Zest - 75% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Keralam - 90% Zee Zest - 65% Zee Bollywood - 65% Unite8 Sports 2 - 65%	Zee Keralam HD - 90% Zee Zest HD - 75% Zee Bollywood - 75% Unite8 Sports 2 HD - 75%	Zee Keralam HD - 90% Zee Zest HD - 65% Zee Bollywood - 65% Unite8 Sports 2 HD - 65%

ZEEL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, ZEEL at sole discretion amend the Incentive Scheme in the event, during the Term, (i) ZEEL launches a new Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a new Channel in this Schedule and/or the Agreement includes any additional Channels (whether by way of a new launch, acquisition of any existing Channel or otherwise), distributed by ZEEL and/or its current or future subsidiaries, and in such an event ZEEL shall have the right to withdraw and/or modify this Schedule and/or the Incentives set out herein in its sole discretion.

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SERVICE FORM 2

AMENDMENT AGREEMENT FOR MODIFICATION OF SUBSCRIBED ZEEL CHANNELS AND/OR ZEE BOUQUETS

This Amendment Agreement ("Amendment Agreement") for modification of subscribed ZEEL Channels and/or Zee Bouquets is made on this _____ day of ___ 20__, by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Indian Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at 1493, 1st Floor, above Canara Bank, Chandni Chowk, New Delhi-110006 (hereinafter referred to as "ZEEL" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

IPTV Operator (M/s): _____

Legal Status: ☐ Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ LLP ☐ AOP ☐ Trust

(hereinafter referred to as the "Operator") which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("HUF") of the OTHER PART.

Name of Authorized Signatory (Mr./Ms.): _____

CORRESPONDENCE ADDRESS: _____

Landmark: _____Village: _____

City/Taluka: _____District: _____

Pin: _____State: _____

Tel. No - STD Code: _____ No.: _____Mobile No._____

Fax No - STD Code:_____ No.: _____

E mail ID: _____Contact Person: _____

Designation of Contact Person: _____

ZEEL and Operator are hereinafter individually and collectively referred to as "Party" and "Parties" respectively.

WHEREAS, the Operator has entered into an Interconnection Agreement bearing no. _____dated _____ along with any executed amendment Agreements (if any) ("Interconnection Agreement") whereby the Operator is granted the non-exclusive right by ZEEL to distribute the subscribed ZEEL Channels as set out therein, to its Subscribers in the Authorized Area for a period commencing on _____ and ending on _____ ("Term");

WHEREAS, the Operator now intends to modify ZEEL Channels on A-la-carte basis and/or Zee Bouquets and/or avail Incentives with effect from _____ (hereinafter "Effective Date") under the Interconnection Agreement for the Term. Accordingly, the Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by Operator to modify ZEEL Channel(s) and/or Zee Bouquets and/or to avail Incentive in accordance with the terms and condition set out hereinafter. The Parties agree that the modification to the subscribed ZEEL Channel(s) and/or Zee Bouquet(s) and/or subscribe to new Channel(s) and or new Bouquet(s) and/or for availing Incentive shall be given effect from the Effective Date of this Amendment Agreement.

ZEEL and the Operator are each referred to herein as a "Party" and collectively as the "Parties".

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. Subscribed ZEEL Channels and/or Zee Bouquets-

From the Effective Date, the subscribed ZEEL Channels and/or Zee Bouquets opted by Operator under the Interconnection Agreement shall stand substituted and replaced by the ZEEL Channels and/or Zee Bouquets subscribed by the Operator under

this Amendment Agreement subject to approval and receipt of requisite IRD (as defined in the Interconnection Agreement) from ZEEL at ZEEL's sole discretion.

The Parties agree that on execution of this Amendment Agreement, from the Effective Date,

a) the subscribed ZEEL Channels and/or Zee Bouquets opted by the Operator under the Interconnection Agreement in Schedule A of the Interconnection Agreement shall stand substituted with the ZEEL Channels and/or Zee Bouquets opted by the Operator in this Annexure 1 and Annexure 2 to this Amendment Agreement.
b) in the event the Operator opted for additional Channels, the details of Integrated Receivers and Decoders (IRDs) in respect of all such additional subscribed ZEEL Channels availed from ZEEL under this Interconnection Agreement as specified in Schedule J shall be revised to include the details of Integrated Receivers and Decoders (IRDs) in respect of all such subscribed additional ZEEL Channels availed under this Amendment Agreement under Annexure 3 Service Form 2 from the Effective Date.
c) In the event the Operator has not opted for Incentive under the Interconnection Agreement but intends to avail the Incentive as set out in Annexure 2 to this Amendment, the Operator may opt for the same by ticking in the "yes" block. In which case, subject to the fulfilment and compliance of the terms of the Interconnection Agreement read with this Amendment Agreement, the Operator will be entitled to Incentives in accordance with the terms of the Interconnection Agreement read with this Amendment Agreement from such respective date.

2. Effective Date: The Effective Date for this Amendment Agreement shall mean _____.

3. Term: This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

4. Miscellaneous

4.1. This Amendment Agreement together with the Interconnection Agreement constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto on and from the Effective Date of this Amendment Agreement.

4.2. In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.

4.3. The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.

4.4. This Amendment Agreement, read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda and documents exchanges and Agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

Signed for and on behalf of	Signed for an on behalf of
	ZEE Entertainment Enterprises Limited
Signature:	Signature:
Name:	Name:
Title:	Title:

Date:	Date:
WITNESS:	WITNESS:
Signature:	Signature:
Name:	Name:

Annexure 1 to Service Form 2

I. List of Zee Channels offered on A-la-carte basis for which signals are requested

We are desirous of availing the signals of the following Zee Channels are marked as yes in the table below on A-la-carte basis:

S. No.	Name of Channel	Genre	Language	A-la-carte Channel Code	**Select Check box
1	Zee TV	General Entertainment	Hindi	ZSD-ZEETV15	☐
2	&TV	General Entertainment	Hindi	ZSD-ANDTV15	☐
3	Zee Cinema	Movies	Hindi	ZSD-ZCNMA15	☐
4	&pictures	Movies	Hindi	ZSD-ANDPC15	☐
5	Zee Bollywood	Movies	Hindi	ZSD-ZBOLL15	☐
6	Zee Classic	Movies	Hindi	ZSD-ZCLAS15	☐
7	Big Magic	Movies	Hindi	ZSD-ZMGIC15	☐
8	Zee Zest	Infotainment	Hindi / English	ZSD-ZZEST15	☐
9	Zing	Music	Hindi	ZSD-ZZING15	☐
10	Unite8 Sports 1	Sports	Hindi / English / Regional Languages	ZSD-ZCAFE15	☐
11	Unite8 Sports 2	Sports	English / Hindi / Regional Languages	ZSD-&FLIX15	☐
12	Zee Marathi	General Entertainment	Marathi	ZSD-ZMRTH15	☐
13	Zee Talkies	Movies	Marathi	ZSD-ZTALK15	☐
14	Zee Yuva	General Entertainment	Marathi	ZSD-ZYUVA15	☐
15	Zee Bangla	General Entertainment	Bangla	ZSD-ZBNGL15	☐
16	Zee Bangla Sonar	Movies	Bangla	ZSD-ZBGCM15	☐
17	Zee Sarthak	General Entertainment	Odia	ZSD-ZSRTH15	☐
18	Zee Punjabi	General Entertainment	Punjabi	ZSD-PUNBB15	☐
19	Zee Tamil	General Entertainment	Tamil	ZSD-ZTAML15	☐
20	Zee Thirai	Movies	Tamil	ZSD-THRAI15	☐
21	Zee Telugu	General Entertainment	Telugu	ZSD-ZTELG15	☐

22	Zee Cinemalu	Movies	Telugu	ZSD-ZCNML15	☐
23	Zee Kannada	General Entertainment	Kannada	ZSD-ZKAND15	☐
24	Zee Power	Movies	Kannada	ZSD-PCHAR15	☐
25	Zee Keralam	General Entertainment	Malayalam	ZSD-ZKRLM15	☐
26	Zee TV HD	General Entertainment	Hindi	ZHD-ZEETV15	☐
27	&TV HD	General Entertainment	Hindi	ZHD-ANDTV15	☐
28	Zee Cinema HD	Movies	Hindi	ZHD-ZCNMA15	☐
29	&pictures HD	Movies	Hindi	ZHD-ANDPC15	☐
30	&xplor HD	Movies	Hindi	ZHD-&XPLR15	☐
31	Zee Zest HD	Infotainment	Hindi / English	ZHD-ZZEST15	☐
32	Unite8 Sports 1 HD	Sports	Hindi / English / Regional Languages	ZHD-ZCAFE15	☐
33	Unite8 Sports 2 HD	Sports	English / Hindi / Regional Languages	ZHD-&FLIX15	☐
34	Zee Marathi HD	General Entertainment	Marathi	ZHD-ZMRTH15	☐
35	Zee Talkies HD	Movies	Marathi	ZHD-ZTALK15	☐
36	Zee Bangla HD	General Entertainment	Bangla	ZHD-ZBNGL15	☐
37	Zee Tamil HD	General Entertainment	Tamil	ZHD-ZTAML15	☐
38	Zee Thirai HD	Movies	Tamil	ZHD-THRAI15	☐
39	Zee Telugu HD	General Entertainment	Telugu	ZHD-ZTELG15	☐
40	Zee Cinemalu HD	Movies	Telugu	ZHD-ZCNML15	☐
41	Zee Kannada HD	General Entertainment	Kannada	ZHD-ZKAND15	☐
42	Zee Power HD	Movies	Kannada	ZHD-PCHAR15	☐
43	Zee Keralam HD	General Entertainment	Malayalam	ZHD-ZKRLM15	☐
44	Anmol TV	General Entertainment	Hindi	ZSD-ZANML15	☐
45	Anmol Cinema	Movies	Hindi	ZSD-ZANCM15	☐
46	Anmol Cinema 2	Movies	Hindi	ZSD-ZGNGA15	☐
47	Action Cinema	Movies	Hindi	ZSD-ZACTN15	☐

48	Zee Biskope	Movies	Bhojpuri	ZSD-GNGAB15	☐
Total Count of Zee Group Channels to be availed on A-la-Carte Basis					

II. List of Bouquets of Pay ZEEL Channels

We are desirous of availing the following Bouquet of Pay ZEEL Channels marked as yes in the table below:

S. N.	Select Checkbox	Bouquet Name	Zee Bouquet Code
1	☐	Zee All-In-One Pack Hindi SD	ZSDB2HNDI117
2	☐	Zee All-In-One Pack Marathi SD	ZSDB2MRTH117
3	☐	Zee All-In-One Pack Bangla SD	ZSDB2BNGL117
4	☐	Zee All-In-One Pack Odia SD	ZSDB2ODIA117
5	☐	Zee Prime Pack Tamil SD	ZSDB0TAML117
6	☐	Zee Family Pack Tamil SD	ZSDB1TAML117
7	☐	Zee All-In-One Pack Tamil SD	ZSDB2TAML117
8	☐	Zee Prime Pack Telugu SD	ZSDB0TLGU117
9	☐	Zee Family Pack Telugu SD	ZSDB1TLGU117
10	☐	Zee All-In-One Pack Telugu SD	ZSDB2TLGU117
11	☐	Zee Prime Pack Kannada SD	ZSDB0KNDA117
12	☐	Zee Family Pack Kannada SD	ZSDB1KNDA117
13	☐	Zee All-In-One Pack Kannada SD	ZSDB2KNDA117
14	☐	Zee Prime Pack Malayalam SD	ZSDB0MLYM117
15	☐	Zee Family Pack Malayalam SD	ZSDB1MLYM117
16	☐	Zee All-In-One Pack Hindi HD	ZHDB2HNDI117
17	☐	Zee All-In-One Pack Marathi HD	ZHDB2MRTH117
18	☐	Zee All-In-One Pack Bangla HD	ZHDB2BNGL117
19	☐	Zee All-In-One Pack Odia HD	ZHDB2ODIA117
20	☐	Zee Prime Pack Tamil HD	ZHDB0TAML117
21	☐	Zee Family Pack Tamil HD	ZHDB1TAML117
22	☐	Zee All-In-One Pack Tamil HD	ZHDB2TAML117
23	☐	Zee Prime Pack Telugu HD	ZHDB0TLGU117
24	☐	Zee Family Pack Telugu HD	ZHDB1TLGU117
25	☐	Zee All-In-One Pack Telugu HD	ZHDB2TLGU117
26	☐	Zee Prime Pack Kannada HD	ZHDB0KNDA117
27	☐	Zee Family Pack Kannada HD	ZHDB1KNDA117
28	☐	Zee All-In-One Pack Kannada HD	ZHDB2KNDA117
29	☐	Zee Prime Pack Malayalam HD	ZHDB0MLYM117
30	☐	Zee Family Pack Malayalam HD	ZHDB1MLYM117
Total Count of Bouquet(s) Availed by Operator			

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ANNEXURE 2 to Service Form 2

INCENTIVE SCHEME(s) ON PAY ZEEL CHANNELS

IF OPERATOR INTENDS TO OPT FOR INCENTIVES: ☐ YES ☐ NO

I. ZEEL is offering Penetration Incentives on the MRP of Pay ZEEL Channels set out in this Schedule C subject to the Operator fulfilling the conditions set out herein:

II. Incentive Eligibility Parameters for Incentive on MRP of Pay ZEEL Channels

A. Meeting the LCN Requirements: The Operator has to place Pay ZEEL Channels that have been availed by the Operator under this Agreement in LCN Slab in order to achieve "Penetration Incentive Eligibility".

B. Compliance with all applicable terms and conditions under this Agreement and the Amended Regulations.

C. Reports: In order to be eligible for any of aforementioned Incentives offered by ZEEL, the Operator shall provide ZEEL, State wise Subscriber Reports along with the LCN Report and Reports for Special Incentive in the format set out in Schedule E to this Agreement.

D. Subscriber Records, Access and Audit: ZEEL (through empanelled auditors) shall during the Audit referred to in Clause 10 of this Agreement, be entitled to access the Records, SMS, DRM and related systems of the Operator in order to determine the correctness of various reports referred to in this Schedule E.

E. Submission of Audit Reports under section 15(1) or 15(2) for the period of 12 months prior to effective date of this agreement is mandatory to achieve "Penetration Incentive Eligibility". In case the Operator fails to submit any of the Audit Report i.e. under section 15(1) or 15(2), then ZEEL reserves the right to decide on achievement of Operator's "Penetration Incentive Eligibility".

III. LCN Requirements:

A. Condition Precedent for availing any of the Incentives under this Agreement: To be entitled for Penetration Incentives, the meeting the LCN rank as set out below shall be the condition precedent along with compliance of all applicable terms and conditions of this Agreement and the TRAI Regulations.

B. Channel Penetration Qualifying Parameters: The Operator shall be entitled to any Incentive subject to the Operator fulfilling the LCN requirements as per LCN Slabs set out hereinbelow, and meeting the eligibility parameters, including the Channel Penetration Qualifying Parameters set out in this Schedule C.

C. LCN Slabs: LCN Slabs shall be based on the Operator maintaining the LCN rank as per the LCN Slabs on Operator's Platform, in Operator's EPG system, for the Term for any/all of the ZEEL Channels, within specified genre and language (as listed in Table A below). LCN rank would be measured against the Competing Channels tabulated against each of the ZEEL Channel listed below in Table A.

For the purpose of this Agreement, Competing Channel for each of ZEEL Channel shall mean the Channels of competing Broadcasters as listed against the concerned ZEEL Channel in Table A hereinbelow.

TABLE – A

Genre and Logical Channel Number (LCN) Slabs

Table A: LCN Slab Requirement

S. N.	Channel Name	Channel Category	Relevant Market	Genre	Competing Channels	LCN Slab
1	Zee TV	A	Specified States^	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	Top 4
2	&TV	A	Specified States^	General Entertainment (Hindi)	Star Plus, Colors, SET, SAB, Star Bharat and similar channels	Top 7
3	Zee Cinema	A	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 4

4	&pictures	A	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 8
5	Zee Bollywood	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 11
6	Zee Classic	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 19
7	Big Magic	B	Specified States^	Movies (Hindi)	SET Max, Star Gold, Sony Wah, Star Gold 2, Rishtey Cineplex, Star Gold Romance, Max 2, Star Utsav Movie, Star Gold Thrills, B4U Movies, Star Gold Select and Similar channels	Top 20
8	Zing	B	Specified States^	Music (Hindi)	9XM, Mastiii, B4U Music, MIX, 9X Jalwa, Zoom, Music India, MTV and similar channels	Top 8
9	Zee Zest	B	All India	Infotainment (Hindi/English)	Discovery, Animal Planet, National Geographic and similar channels	Top 4
10	Zee Punjabi	A	Punjab, Chandigarh	General Entertainment (Punjabi)	PTC Punjabi, Pitaara TV, Balle Balle, DD Punjabi and similar channels	Top 2
11	Zee Marathi	A	Maharashtra, Goa	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	Top 2
12	Zee Yuva	B	Maharashtra, Goa	General Entertainment (Marathi)	Colors Marathi, Star Pravah, Sony Marathi and similar channels	Top 4
13	Zee Talkies	A	Maharashtra, Goa	Movies (Marathi)	Fakt Marathi and similar channels	Top 2
14	Zee Bangla	A	West Bengal	General Entertainment (Bangla)	Star Jalsha, Colors Bangla, Aath and similar channels	Top 2
15	Zee Bangla Sonar	A	West Bengal	Movies (Bangla)	Jalsha Movies and similar channels	Top 2
16	Zee Sarthak	A	Odisha	General Entertainment (Odia)	Colors Oriya, Tarang TV, Star Kirano and similar channels	Top 2
17	Unite8 Sports 1	B	All India	Sports	All Star & Sony Sports channels and similar channels	Top 12

18	Unite8 Sports 2	B	All India	Sports	All Star & Sony Sports channels and similar channels	Top 12
19	Zee Kannada	A	Karnataka	General Entertainment (Kannada)	Colors Kannada, Star Suvarna, Udaya TV, Suvarna Plus, Udaya Comedy and similar channels	Top 4
20	Zee Power	A	Karnataka	Movies (Kannada)	Star Suvarna Plus, Udaya Movies, Colors Kannada Cinema and similar channels	Top 6
21	Zee Telugu	A	Andhra Pradesh / Telangana	General Entertainment (Telugu)	ETV, Gemini TV, Maa TV, Maa Gold and similar channels	Top 3
22	Zee Cinemalu	A	Andhra Pradesh / Telangana	Movies (Telugu)	ETV Cinema, Gemini Movies, Maa Movies and similar channels	Top 4
23	Zee Tamil	A	Tamil Nadu, Pondicherry	General Entertainment (Tamil)	Sun TV, Vijay, Colors Tamil and similar channels	Top 3
24	Zee Thirai	A	Tamil Nadu, Pondicherry	Movies (Tamil)	KTV, Star Vijay Super, J Movies, Raj Digital Plus, Mega 24 and similar channels	Top 3
25	Zee Keralam	A	Kerala, Lakshadweep	General Entertainment (Malayalam)	Asianet, Asianet Plus, Surya TV, Flowers TV, Kairali TV, Mazhavil Manorama and similar channels	Top 3
26	Zee TV HD	A	Specified States^	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	Top 4
27	&TV HD	A	Specified States^	General Entertainment (Hindi)	Star Plus HD, Colors HD, SET HD, SAB HD, Star Bharat HD and similar channels	Top 7
28	Zee Cinema HD	A	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 4
29	&pictures HD	A	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 8
30	&Xplor HD	B	Specified States^	Movies (Hindi)	Star Gold HD, Max HD, Star Gold Select HD, Cineplex HD and similar channels	Top 10
31	Zee Zest HD	B	All India	Infotainment (Hindi/English)	Discovery World HD, Animal Planet HD, National Geographic HD and similar channels	Top 4
32	Unite8 Sports 1 HD	B	All India	Sports	All Star & Sony Sports HD channels and similar channels	Top 12
33	Unite8 Sports 2 HD	B	All India	Sports	All Star & Sony Sports HD channels and similar channels	Top 12
34	Zee Marathi HD	A	Maharashtra, Goa	General Entertainment (Marathi)	Star Pravah HD, Colors Marathi HD and similar channels	Top 2

35	Zee Talkies HD	A	Maharashtra, Goa	Movies (Marathi)	Marathi Movie channels in High Definition	Top 2
36	Zee Bangla HD	A	West Bengal	General Entertainment (Bangla)	Star Jalsha HD, Colors Bangla HD and similar channels	Top 2
37	Zee Kannada HD	A	Karnataka	General Entertainment (Kannada)	Colors Kannada HD, Star Suvarna HD, Udaya HD and similar channels	Top 4
38	Zee Power HD	B	Karnataka	Movies (Kannada)	Kannada Movie channels in High Definition	Top 6
39	Zee Telugu HD	A	Andhra Pradesh / Telangana	General Entertainment (Telugu)	ETV HD, Gemini TV HD, Star Maa HD and similar channels	Top 3
40	Zee Cinemalu HD	A	Andhra Pradesh / Telangana	Movies (Telugu)	Gemini Movies HD, Star Maa Movies HD and similar channels	Top 3
41	Zee Tamil HD	A	Tamil Nadu, Pondicherry	General Entertainment (Tamil)	Sun TV HD, Star Vijay HD, Colors Tamil HD and similar channels	Top 3
42	Zee Thirai HD	B	Tamil Nadu, Pondicherry	Movies (Tamil)	KTV HD and similar channels	Top 3
43	Zee Keralam HD	A	Kerala, Lakshadweep	General Entertainment (Malayalam)	Asianet HD, Surya HD, Mazhavil Manorama HD and similar channels	Top 3

^ Specified States include states of Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chhattisgarh, Rajasthan, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Uttar Pradesh, Uttarakhand, Bihar, Jharkhand, Sikkim, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Andaman & Nicobar Islands.

D. The Operator has to place all "Category A" channels in respective "Relevant Market" in the LCN Slab.
E. The Operator has to place all "Category B" channels in respective "Relevant Market" in the LCN Slab. However, in this case an exception for up to maximum of 2 channels will be considered i.e. if the Operator places up to 2 channels beyond the specified LCN slab, it will still be considered as eligible for Penetration Incentives.
F. LCN requirements can be achieved separately for Standard Definition channels and High Definition Channels i.e. the Operator may achieve LCN requirements for Standard Definition channels and avail Channel Penetration Incentives, subject to eligibility, only for Standard Definition channels.
G. For the purpose of determining the applicable LCN Slabs for each of the Pay ZEEL Channel, all Local Channels and/or Platform Services of the Operator will be considered along with various broadcast Channels.
H. In the event a Channel has different LCN ranks across Operator's network then the least unfavourable LCN rank (highest numerical value) of the said Channel will be considered for the purpose of calculating the LCN Slab for such Channel.
I. In the event that the Operator, for any reason whatsoever, fails to place any Channel as per the defined Slabs in Table A, during any day of the month, during the Term and is not able to restore the Pay ZEEL Channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the Operator will not be eligible for Penetration Incentive for that particular month and the Operator will not receive any of the Incentives for any of the Pay ZEEL Channels availed by the Operator under this Agreement for that particular month.
J. The Operator shall provide the LCN Report in the format set out in Table No 3 of Schedule E to this Agreement.

IV. Penetration Incentive:

A. Percentage Penetration of the respective Identified Channel shall be calculated by dividing "Active Subscriber base of the Channel" of that Channel by "Total Active Subscriber base of the Operator".
B. The Percentage Penetration will be calculated separately for Standard Definition channels and High Definition channels. E.g. Percentage Penetration for Standard Definition Channel will be calculated by dividing "Active

Subscriber base" of the said Standard Definition channel by "Total Active Subscriber base" of the Standard Definition subscribers of the Operator.

C. Subject to the Operator complying with the eligibility parameters set out in this Schedule, the Operator shall be eligible for Penetration Incentive upon achievement of penetration percentage for each of the "Identified Channel" in respective Target Market as per the Penetration Threshold as mentioned in Table B below.

D. If each of the Identified Channel meets the required Penetration Threshold in the Target Market as set out in Table B, then the Operator will be eligible for Penetration Incentive on all ZEEL Channels in that Target Market as set out in Table B depending on the "Identified Channel Penetration Criteria".

E. In case the Operator fails to achieve required penetration threshold for even a single Identified Channel as set out in Table B below, the Operator shall not be eligible for any "Identified Channel Penetration Incentive".

F. The achieved Penetration Incentive will be applicable on MRP of all Pay Zee channels.

Table B: Penetration Requirement for Identified Channels

Target Market	Standard Definition Channels		High Definition Channels	
	Penetration Requirement for 15% Incentive	Penetration Requirement for 5% Incentive	Penetration Requirement for 15% Incentive	Penetration Requirement for 5% Incentive
Gujarat, Daman & Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chattisgarh, Rajasthan, Uttar Pradesh, Uttarakhand, Punjab, Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Ladakh, Delhi, Bihar, Jharkhand, Andaman & Nicobar	Zee TV - 85% &TV - 75% Zee Cinema - 75% &pictures - 75% Unite8 Sports 1 - 75%	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65%	Zee TV HD - 85% &TV HD - 75% Zee Cinema HD - 75% &pictures HD - 75% Zee Zest HD - 75% &xplor HD - 75% Unite8 Sports 1 HD - 75%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65%
Maharashtra, Goa	Zee TV - 85% &TV - 75% Zee Cinema - 75% &pictures - 75% Unite8 Sports 1 - 75% Zee Marathi - 90% Zee Talkies - 90%	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65% Zee Marathi - 90% Zee Talkies - 90%	Zee TV HD - 85% &TV HD - 75% Zee Cinema HD - 75% &pictures HD - 75% Zee Zest HD - 75% &xplor HD - 75% Unite8 Sports 1 HD - 75% Zee Marathi HD - 90% Zee Talkies HD - 90%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65% Zee Marathi HD - 90% Zee Talkies HD - 90%
West Bengal, Tripura & Sikkim	Zee TV - 85% &TV - 50% Zee Cinema - 50% &pictures - 50% Unite8 Sports 1 - 50% Zee Bangla - 90% Zee Bangla Sonar - 90%	Zee TV - 85% &TV - 40% Zee Cinema - 40% &pictures - 40% Unite8 Sports 1 - 50% Zee Bangla - 90% Zee Bangla Sonar - 90%	Zee TV HD - 85% &TV HD - 50% Zee Cinema HD - 50% &pictures HD - 50% Zee Zest HD - 50% &xplor HD - 50% Unite8 Sports 1 HD - 50% Zee Bangla HD - 90% Zee Bangla Sonar - 90%	Zee TV HD - 85% &TV HD - 40% Zee Cinema HD - 40% &pictures HD - 40% Zee Zest HD - 40% &xplor HD - 40% Unite8 Sports 1 HD - 40% Zee Bangla HD - 90% Zee Bangla Sonar - 90%

Odisha	Zee TV - 85% &TV - 60% Zee Cinema - 60% &pictures - 60% Unite8 Sports 1 - 60% Zee Sarthak - 90%	Zee TV - 85% &TV - 50% Zee Cinema - 50% &pictures - 50% Unite8 Sports 1 - 50% Zee Sarthak - 90%	Zee TV HD - 85% &TV HD - 60% Zee Cinema HD - 60% &pictures HD - 60% Zee Zest HD - 60% &xplor HD - 60% Unite8 Sports 1 HD - 60% Zee Sarthak - 90%	Zee TV HD - 85% &TV HD - 50% Zee Cinema HD - 50% &pictures HD - 50% Zee Zest HD - 50% &xplor HD - 50% Unite8 Sports 1 HD - 50% Zee Sarthak - 90%
Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram & Nagaland	Zee TV - 85% &TV - 65% Zee Cinema - 65% &pictures - 65% Unite8 Sports 1 - 65%	Zee TV - 85% &TV - 55% Zee Cinema - 55% &pictures - 55% Unite8 Sports 1 - 55%	Zee TV HD - 85% &TV HD - 65% Zee Cinema HD - 65% &pictures HD - 65% Zee Zest HD - 65% &xplor HD - 65% Unite8 Sports 1 HD - 65%	Zee TV HD - 85% &TV HD - 55% Zee Cinema HD - 55% &pictures HD - 55% Zee Zest HD - 55% &xplor HD - 55% Unite8 Sports 1 HD - 55%
Karnataka	Zee Kannada - 90% Zee Power - 90% Unite8 Sports 2 - 75%	Zee Kannada - 90% Zee Power - 90% Unite8 Sports 2 - 65%	Zee Kannada HD - 90% Zee Power - 90% Zee Zest HD - 75% Unite8 Sports 2 HD - 75%	Zee Kannada HD - 90% Zee Power - 90% Zee Zest HD - 65% Unite8 Sports 2 HD - 65%
Andhra Pradesh & Telangana	Zee Telugu - 90% Zee Cinemalu - 90% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Telugu - 90% Zee Cinemalu - 90% Zee Bollywood - 65% Unite8 Sports 2 - 65%	Zee Telugu HD - 90% Zee Cinemalu HD - 90% Zee Zest HD - 75% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Telugu HD - 90% Zee Cinemalu HD - 90% Zee Zest HD - 65% Zee Bollywood - 65% Unite8 Sports 2 - 65%
Tamil Nadu & Pondicherry	Zee Tamil - 90% Zee Thirai - 90% Unite8 Sports 2 - 75%	Zee Tamil - 90% Zee Thirai - 90% Unite8 Sports 2 - 65%	Zee Tamil HD - 90% Zee Thirai - 90% Zee Zest HD - 75% Unite8 Sports 2 HD - 75%	Zee Tamil HD - 90% Zee Thirai - 90% Zee Zest HD - 65% Unite8 Sports 2 HD - 65%
Kerala & Lakshadweep	Zee Keralam - 90% Zee Zest - 75% Zee Bollywood - 75% Unite8 Sports 2 - 75%	Zee Keralam - 90% Zee Zest - 65% Zee Bollywood - 65% Unite8 Sports 2 - 65%	Zee Keralam HD - 90% Zee Zest HD - 75% Zee Bollywood - 75% Unite8 Sports 2 HD - 75%	Zee Keralam HD - 90% Zee Zest HD - 65% Zee Bollywood - 65% Unite8 Sports 2 HD - 65%

ZEEL reserves the right to amend, modify, alter, change, substitute, withdraw, add any of the terms and conditions of the Incentives at its sole discretion. In addition, ZEEL at sole discretion amend the Incentive Scheme in the event, during the Term, (i) ZEEL launches a new Channel, or (ii) in case of a Removed Channel, or (iii) in case of a Converted Channel. For the avoidance of doubt, it is clarified that a reference to a new Channel in this Schedule and/or the Agreement includes any additional Channels (whether by way of a new launch, acquisition of any existing Channel or otherwise), distributed by ZEEL and/or its current or future subsidiaries, and in such an event ZEEL shall have the right to withdraw and/or modify this Schedule and/or the Incentives set out herein in its sole discretion.

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ANNEXURE 3 to Service Form 2

I. DETAILS OF INTEGRATED RECEIVER DECODERS (IRDs): Details of IRDS of subscribed ZEEL Channels availed by the Operator under this Amendment Agreement from the Effective Date.

Sr. No	Select	Name of the Channel	IRD NO/PIRD No
1	☐		
2	☐		
3	☐		
4	☐		
5	☐		
6	☐		
7	☐		
8	☐		
9	☐		
10	☐		
11	☐		
12	☐		
13	☐		
14	☐		
15	☐		
16	☐		
17	☐		
18	☐		
19	☐		
20	☐		
21	☐		
22	☐		
23	☐		
24	☐		
25	☐		
26	☐		
27	☐		
28	☐		
29	☐		
30	☐		
31	☐		
32	☐		

33	☐		
34	☐		
35	☐		
36	☐		
37	☐		
38	☐		
39	☐		
40	☐		
41	☐		
42	☐		
43	☐		
44	☐		
45	☐		
46	☐		
47	☐		
48	☐		
49	☐		
50	☐		

II. <u>Address for locating Equipment (IRDs):</u>

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SERVICE FORM 3

AMENDMENT AGREEMENT FOR MODIFICATION OF AUTHORIZED AREAS

This Amendment Agreement for modification of Authorized Areas ("Amendment Agreement") is made on this _____ day of _____, by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at 1st Floor, above Canara Bank, Chandni Chowk, New Delhi-110006 (hereinafter referred to as "ZEEL" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

IPTV Operator (M/s): _____
Legal Status: ☐ Company ☐ Partnership Firm ☐ Proprietorship Firm ☐ Individual ☐ HUF ☐ LLP ☐ AOP ☐ Trust

(hereinafter referred to as the "Operator") which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; and Karta and coparceners in the case of a Hindu Undivided Family ("HUF")) of the OTHER PART.
Name of Authorized Signatory (Mr./Ms.):_____
CORRESPONDENCE ADDRESS:
_____
Landmark: _____
Village: _____
City/Taluka: _____
District: _____
Pin:_____
State: _____
Tel. No - STD Code:_____ No.: _____
Mobile No._____
Fax No - STD Code:_____ No.:_____
E mail ID: _____
Contact Person: _____
Designation of Contact Person: _____

ZEEL and the Operator are hereinafter individually and collectively referred to as "Party" and "Parties" respectively.

WHEREAS, the Operator has entered into an Interconnection Agreement bearing no. _____dated _____ along with any executed Service Form(s) (if any) ("Interconnection Agreement") whereby the Operator is granted the non-exclusive right by ZEEL to distribute the subscribed ZEEL Channels as set out therein, to its Subscribers in the Authorized Area for a period commencing on _____ and ending on _____ ("Term");

WHEREAS, the Operator now intends to modify the Authorized Area. Therefore, the Operator has requested ZEEL for modification of Authorized Area. The Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by the Operator to amend the Authorized Area, in accordance with the terms and condition set out hereinafter. The Parties agree that the modification of the Authorized Area shall be given effect from the Effective Date i.e. thirty days from the date of receipt of this Amendment Agreement along with all supporting documents by ZEEL.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. Authorized Area
    a. From the Effective Date, the Authorized Area shall mean the areas in India as listed in Schedule I to this Amendment Agreement where the Operator shall retransmit/rebroadcast the subscribed ZEEL Channels by using approved existing approved addressable systems of the Operator.
    b. In the event the Operator is using new and/or any other addressable systems and/or servicing the proposed areas from a new headend(s) and such headend(s) which is different from the already existing approved addressable systems, it shall furnish the requisite information authorized documents as stated under Service Form 1 on or before the Effective Date (applicable for MSO).

2. Effective Date: The Effective Date for this Amendment Agreement shall mean _____.

3. Term: This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

4. Miscellaneous

This Amendment Agreement together with the Interconnection Agreement constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto for the Term of this Amendment Agreement.

4.1 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.
4.2 The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.
4.3 This Amendment Agreement, read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda, and documents exchanges and agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

For and on behalf of _____ *[Name of the Operator]*	*For and on behalf of* *ZEE ENTERTAINMENT ENTERPRISES LIMITED*
_____ *Name:* *Designation:* *Date:*	_____ *Name:* *Designation:* *Date:*

Witness-
Name:

Witness:-
Name:

SCHEDULE I TO SERVICE FORM 3

(PART A)
Registered Area:

(PART B)
Authorized Area:

Sr. No.	City* / Area wherein the Operator has been authorised to Operate on the date of signing of this Interconnection Agreement	State / Union Territory in which the Authorised Area is located	Head-end from which the signals of ZEEL Channels are distributed in such Authorized Area(S)

(Attach extra sheet if required and provide the complete details)

(PART C)

I. Details of Head-end(s)

Head-end(s) name	Address and contact details	Servicing Registered Area	Subscriber base

II. Details of Digital Rights Manager (DRM) and Subscriber Management Systems (SMS) deployed by the Operator

Sr. No.	Details of SMS deployed	Details of DRM deployed

*In the event the Operator has deployed additional DRM and/or SMS, the certificate to be issued for each DRM and/or SMS deployed

III. Installation Address(es) of DRM and SMS (Attach extra sheet if required).

Sr. No.	Installation Address(es) of SMS	Installation Address(es) of DRM

*This Schedule I shall substitute and replace the Annexure I (Part A) (Part B) and (Part C) of the Interconnection Agreement

SERVICE FORM 4

FORM FOR ADDITION/ DISCONTINUATION/ ALTERATION OF THE ADDRESSABLE SYSTEMS AND/OR ENCRYPTION SYSTEMS

[Applicable only for existing and valid Interconnection Agreements executed with ZEEL)

*DATE:*_____

1. Name of the Operator: _____
2. Interconnection Agreement No._____
3. Customer ID No.: _____
4. Platform: _____
5. Name(s) of Owners/Directors/Partners of the Operator:

_____

6. Registered Office Address of Operator (with PIN Code):

_____

7. Complete Address for Communication (with PIN Code):

_____

8. Name of the contact person/ Authorized Representative (Letter of Authorization/Board Resolution enclosed):

_____

9. Telephone: _____
10. Email address: _____
11. Details of existing Addressable Systems deployed by Operator: _____
12. Details of proposed change in Addressable Systems to be deployed by Operator (if any) and proposed effective date of such changes: _____
13. Details of proposed changes to the Addressable System's security and encryption technology (if any) and proposed effective date of such changes: _____
14. Please enclose the following documents with this form for change in Digital Addressable Systems deployed by the Operator if the Operator is an MSO :
    a) Copy of Certificate of Registration/ Permission/ License
    b) Digital Right Manager (DRM) Certificate for the new Digital Addressable System
    c) Subscriber Management Systems (SMS) Certificate for the new Digital Addressable System
    d) Copy of the Audit Report of Broadcast Engineering Consultants India Limited (BECIL)/Authorized Agency/Certified Auditor certifying that the Operator's Addressable Systems are in compliance of the Schedule X of the Interconnection Regulations.
    e) Declaration from DRM Provider in the format set out in Schedule I to this Form.
    f) Declaration from SMS provider in the format set out in Schedule II to this Form.

DECLARATION FOR PROCESSING OF THIS FORM

I_____s/o,d/o_____(Owner/Proprietor/Partner /Director/ Authorized Signatory), of_____(Name of Operator), do hereby declare that the details provided above are true and correct. I state that the Addressable Systems installed for distribution of subscribed ZEEL Channels by the Operator meet the technical and other requirements specified in the Schedule X of the Interconnection Regulations. The configuration and the version of the Addressable System have remained unchanged after issuance of the report by Broadcast Engineering Consultants India Limited (BECIL)/ Certified Empaneled Auditor enclosed herewith. I further undertake that the Operator is in compliance of all Applicable Laws including the TRAI Regulations as amended from time to time. I further undertake and agree that in the event of any changes in the addressable system's security and encryption technology, the same shall not affect the continuity and quality of signals of ZEEL Channels and the performance of the obligations of the Operator under the Interconnection Agreement. This Form shall form an integral part of the Interconnection Agreement executed between _____ and ZEEL.

For _____
Signature:
Name:
Date:
Place:

*****

SERVICE FORM 5

FORM FOR CHANGE OF CONTROL

[Applicable only for Platform Operators who have existing and valid Interconnection Agreements with ZEEL)

*DATE:*_____

1. Name of the Operator:_____
2. Customer ID No.:
   _____
3. Platform:
   _____
4. Name(s) of Existing Owners/Directors/Partners of the Operator:_____
5. Interconnection Agreement No/Customer ID: _____
6. Effective Date of Change in Control:_____
7. Consequences of Change in Control: _____
8. Details of Change in Control of the Operator. The documentary proof of all these changes shall be mandatorily enclosed with this form:
   a. Name(s) of new Owners/Directors/Partners:
   b. New name of Operator, in case of any change:
   c. New Address for Communication (with PIN Code), in case of any change:
   d. New Telephone number, in case of any change:
   e. New Email Address, in case of any change:
   f. New Website, in case of any change:
   g. Any change in Distribution System?
   h. If yes, please upload Form for changing the Addressable Systems/Encryption Systems along with supporting documents.
   i. Any other information which may be important for the purpose of the existing Interconnection Agreement between Operator and ZEEL:
9. Please enclose the following documents with this Form:
   a. Copy of Transfer of Title Rights of Operator
   b. Copy of Certificate of Registration/ Permission/ License
   c. In the event of new entity- please provide-

i. Registration/ Permission/ License copy
ii. Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of Operator (Applicable for Company)
iii. Partnership Deed and authorisation letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
iv. Signature proof of authorized signatory (Applicable for sole proprietorship)
v. Pan Card copy/Form 60
vi. GST Registration Certificates
vii. TAN No.
viii. DRM Declaration Form
ix. SMS Declaration Form
x. Copy of the Audit Report of Broadcast Engineering Consultants India Limited (BECIL)/Authorized Agency/Certified Auditor certifying that the Operator's Addressable Systems are in compliance of the Schedule X of the Interconnection Regulations.

10. In the event of any Change in Control of the Operator resulting in a new entity, the Operator agrees that-
    a. to comply with applicable laws including the TRAI Regulations for the discontinuation of operations in the name of the Operator
    b. The Operator shall submit the duly filled Service Form 6- Form For Discontinuation Of Operations (in case of discontinuation of operations) along with all supporting documents to ZEEL along with this form.

c. The New Entity shall execute a fresh written Interconnection Agreement with ZEEL which shall be subject to the clearance of all payments due and payable by the Operator under the Interconnection Agreement(s) executed between the Operator and ZEEL.

DECLARATION

I_____(Owner/Proprietor/Partner /Director/ Authorized Signatory), of_____(Name of Operator), do hereby declare that the details provided above are true and correct. The Operator is in compliance with all applicable laws including the TRAI Regulations. I hereby declare and undertake to make all the payments due and payable to ZEEL till the effective date of the Change of Control on or before _____. On the payment of all payments due to ZEEL, both Parties shall be discharged of their rights and obligations under the Interconnection Agreements(s) and I further agree and undertake not to raise any claims/demands/allegations on ZEEL, for any reason whatsoever, directly and/or indirectly, subsequent to shutting down the operations.

For _____
Signature:
Name:
Date:
Place:

SERVICE FORM 6

FORM FOR DISCONTINUATION OF OPERATIONS

[Only for Platform operator with existing interconnection agreements with Zee Entertainment Enterprises Limited (ZEEL)]
Date: _____

1. Name of the Operator: _____
2. Interconnection Agreement(s) No(s). /Customer ID No(s).:_____
3. Platform:_____
4. Registered Office Address of Operator (with PIN Code):_____
5. Complete Address for Communication (with PIN Code): _____
6. Name of the contact person/ Authorized Representative (Letter of Authorization/Board Resolution enclosed)
7. Telephone: _____
8. Email address: _____
9. Tentative date of discontinuation of operations:_____
10. Reason for shutting down of operations: __
11. Invoices received from ZEEL till the month of :_____
12. Outstanding amounts due and payable as per the invoices raised by ZEEL till date: ____INR
13. Total Outstanding amounts as per ZEEL's books of accounts and under the Interconnection Agreement(s) shall be paid by the Operator on or before _____ or within one week from the date of this form whichever is earlier ("Due Date").

For and on behalf of

_____
Authorized Signatory

Company Stamp/Seal

DECLARATION

I_____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____(Name of Operator), do hereby declare that the details provided above are true and correct. I hereby undertake and agree that all pending payments due and payable to ZEEL as per the terms of Interconnection Agreement(s) on or before the Due Date stated hereinabove. On the payment of all outstanding amounts as per ZEEL's books of accounts and under the Interconnection Agreement(s), both Parties shall be discharged of all their liabilities, rights, and obligations under the Interconnection Agreement(s). I further agree and undertake not to raise any claims/demands/allegations on ZEEL, for any reason whatsoever.

For _____	
Signature:	
Name:	Designation:
Date:	

To be filled by ZEEL representatives

Date of receipt of the Form by ZEEL	
Total Outstanding amount till date of discontinuation	INR
Amount paid by the Operator	INR
Due Date	
FOR ZEEL Authorized Signatory	