

REFERENCE INTERCONNECTION OFFER (“RIO”) / INTERCONNECTION AGREEMENT OF ZEE MEDIA CORPORATION LIMITED (“ZMCL”) FOR DIGITAL ADDRESSABLE CABLE TELEVISION SYSTEM (“DACs”) PLATFORM FOR INTERCONNECTION WITH MULTISYSTEM OPERATOR (“MSO”).

ZMCL SHALL BE DISTRIBUTING ITS CHANNELS AS SET OUT HEREIN WITH EFFECT FROM 1st FEBRUARY, 2023 (DISTRIBUTION DATE). HENCE THIS RIO/INTERCONNECTION AGREEMENT SHALL BE THE ONLY VALID AND BINDING AGREEMENT FOR AVAILING THE SIGNALS OF ZMCL’S CHANNELS FROM THE DISTRIBUTION DATE.

THIS RIO/INTERCONNECTION AGREEMENT IS BEING PUBLISHED IN CONFORMANCE WITH THE TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 DATED 03.03.2017 and TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHTH) (ADDRESSABLE SYSTEMS) TARIFF ORDER, 2017 AS AMENDED FROM TIME TO TIME, AND OTHER APPLICABLE STATUTES/REGULATIONS, WHICH CONSTITUTES ALL THE NECESSARY TECHNICAL, COMMERCIAL TERMS AND CONDITIONS FOR OFFERING THE CHANNELS AS STATED IN ANNEXURE II.

TRAI VIDE NOTIFICATION DATED NOVEMBER 22, 2022 HAS ISSUED THE TELECOMMUNICATION (BROADCASTING & CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) (FOURTH AMENDMENT) REGULATIONS, 2022 (“NEW REGULATORY REGIME OF 2022”).

ZMCL IN COMPLIANCE WITH ALL THE APPLICABLE REGULATIONS/STATUTE IS FILING THIS RIO UNDER NEW REGULATORY REGIME OF 2022 FOR DIGITAL DISTRIBUTION PLATFORM OPERATORS WITHOUT PREJUDICE TO ITS RIGHTS AND CONTENTIONS.

THIS RIO/INTERCONNECTION AGREEMENT IS UNDER NEW REGULATORY REGIME OF 2022 SHALL BE VALID WEF; 01ST FEBRUARY, 2023 AND BINDING TILL SUCH TIME THE SAME IS REVISED AS PER COMMERCIAL POLICY OF THE COMPANY AND/OR IN ACCORDANCE WITH APPLICABLE LAW/ STATUTE.

BOTH RIO AND INTERCONNECTION AGREEMENT ARE TO BE READ JOINTLY, AND THE INTERCONNECTION AGREEMENT ATTACHED HERewith FORMS AN INTEGRAL PART OF THIS RIO.

EVERY MSO DESIROUS OF OBTAINING SIGNALS OF ZMCL CHANNELS SHALL MAKE A WRITTEN REQUEST IN THE APPLICATION FORM FOR REQUEST OF SIGNALS WHICH HAS BEEN HOISTED ON ZMCL WEBSITE UNDER THE LINK <http://zeemedia.in/channel-pricing.html> over <http://zeemedia.in/index.html> THE MSO SHALL, ALONG WITH THE APPLICATION FORM, SUBMIT DOCUMENTARY EVIDENCE / TECHNICAL COMPLIANCE REPORT SHOWING THAT THE “ADDRESSABLE SYSTEMS” TO BE USED FOR DISTRIBUTION OF SUBSCRIBED CHANNELS MEET THE REQUIREMENTS SPECIFIED IN THE SCHEDULE III AND SCHEDULE IX OF THE INTERCONNECTION REGULATIONS. ON RECEIPT OF A REQUEST FROM THE MSO IN THE AFOREMENTIONED PRESCRIBED MANNER, ZMCL AND THE CONCERNED MSO WILL ENTER INTO THE INTERCONNECTION AGREEMENT ATTACHED HERETO CONTAINING ALL THE TERMS AND CONDITIONS ON AN “AS-IS” BASIS AND WITHOUT MAKING ANY UNILATERAL CHANGES/MODIFICATIONS. IN THE EVENT ZMCL IS IN RECEIPT OF AN INTERCONNECTION AGREEMENT SIGNED AND SENT BY A CONCERNED MSO WITH THEIR UNILATERAL CHANGES, SUCH INTERCONNECTION AGREEMENT SHALL BE DEEMED VOID AB-INITIO AND NON-BINDING.

In the event the MSO opts for downloading the (updated) Interconnection Agreement from the website of ZMCL and signs the said downloaded Interconnection Agreement, it shall be mandatory for the MSO to send it to ZMCL within 7 days of signing. Such Interconnection Agreement shall be binding only after it is counter-signed by ZMCL and not otherwise.

[1]

It is hereby clarified that in order to be eligible to execute this Interconnection Agreement and avail the signals of ZMCL Channels, the MSO should be in compliance with all applicable Laws including the TRAI Regulations, the Cable Television Networks (Regulation) Act, 1995 and Cable Television Networks (Regulation) Rules 1994, as amended from time to time especially In case ZMCL finds that the Digital Addressable System (i.e. CAS, SMS and other digital Equipment), hereinafter referred to as “DAS”, being used by the MSO for distribution of ZMCL Channels does not meet the requirements specified in Schedule III and Schedule IX of the Interconnection Regulations,. It is further clarified that in no event shall the MSO be in default of any payment to ZMCL in terms of second proviso of Clause 3(2) of the Interconnection Regulations.

The MSO shall deliver the following information/documents to ZMCL along with the Application Form seeking signals of ZMCL Channels:

- i) PAN Card;
- ii) Goods & Services Tax Registration Certificate;
- iii) Tax Deduction Account Number (TAN)
- iv) Certificate / Registration issued to the MSO 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 MSO or an authority letter from the MSO authorizing its signatory to execute the Interconnection Agreement on behalf of the MSO;
- vi) CAS declaration from the conditional access vendor in the format set out at **ANNEXURE VII.**
- vii) SMS declaration from the SMS vendor in the format set out at **ANNEXURE VIII.**
- viii) STB Content Protection Declaration from the STB company in the format set out at **ANNEXURE IX.**

Sr. No.	Name of Designated Person	Telephone Number	Email Address	Designated to receive request from the MSO in the State
1	Neeraj Magotra	+91-120- 7153700	neeraj.magotra@zeemedia.esselgroup.com	Delhi NCR, Jammu and Kashmir, Ladakh, Punjab, Chandigarh, Himachal Pradesh, Haryana, Uttarakhand, Uttar Pradesh, Rajasthan, Madhya Pradesh, Chhattisgarh, Bihar, Jharkhand, Sikkim, Assam, Manipur, Meghalaya, Mizoram, Arunachal Pradesh, Nagaland, Tripura, West Bengal. Orissa,
2	Siddesh J. K.	+91-9711831910	siddesh.jk@zeemediamedia.esselgroup.com	Andhra Pradesh, Karnataka, Kerala, Puducherry, Tamil Nadu, Telangana, Andaman & Nicobar.
3	Vasu Perigarm Ramamurthi	+91-9711863436	Vasu.Ramamurthi@zeemediamedia.esselgroup.com	Gujarat, Maharashtra, Dadra and Nagar Haveli, Daman & Diu, Goa & Lakshadweep
4	Himanshu Kaushik	+91-9711059704	himanshu.kaushik@zeemediamedia.esselgroup.com	Pan India- Compliance Purposes

ZMCL has designated the above- named persons for receiving the request for interconnection from the MSO and their grievance redressal pertaining to this RIO/ Interconnection Agreement:

INTERCONNECTION AGREEMENT

This Interconnection Agreement (“**Agreement**”) is executed on this ____ day of _____, 20____, at New Delhi.

BETWEEN

ZEE MEDIA CORPORATION LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number (CIN): L92100MH1999PLC121506 and having its registered office at 14th Floor, A Wing, Marathon Futurex, NM Joshi Marg, Lower Parel, Mumbai- 400013, Maharashtra and Corporate Office at: FC-19, Sector 16-A, Film City, Noida- 201301, Uttar Pradesh (hereinafter referred to as “**ZMCL**” which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

MSO (M/s): _____

Legal Status: Company Partnership Firm Proprietorship Firm Individual HUF
 LLP AP Trust

(hereinafter referred to as the “**MSO**” 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: _____

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: _____

(In case of multiple Installation Address, the MSO to provide additional installation address(es) in the format set out in **Annexure XIII**)

ZMCL and MSO are hereinafter individually and collectively referred to as “**Party**” and “**Parties**”

respectively.

WHEREAS:

- a) ZMCL is, inter-alia, engaged in the business of broadcasting and distribution of satellite-based television Channel(s)/Service(s) and has exclusive right to market and distribute the Channel(s)/Service(s) (detailed in **ANNEXURE II**) in India, Nepal & Bhutan to various Subscribers and users of the Channel(s)/Service(s).
- b) The MSO is a cable operator, who has been granted registration No. _____ dated _____ under the Cable Television Networks Rules, 1994, as amended, by the Ministry of Information and Broadcasting, for providing cable TV services through digital addressable systems in the areas of _____ notified by the Central Government under Section 4A of the Cable Television Networks (Regulation) Act, 1995.
- c) Parties have agreed that ZMCL will provide the signals of subscribed ZMCL Channels to the MSO for the Territory and the MSO will carry these subscribed ZMCL Channels on its Platform on terms and conditions, detailed hereinafter.
- d) This Interconnection Agreement supersedes all the previous Interconnection Agreements executed between ZMCL and the MSO.
- e) Parties now wish to record and reduce, in writing, the terms and conditions agreed between them governing their relationship as follows.

1. Defined Terms

In this Agreement, unless repugnant or contrary to the context hereof or otherwise defined herein, the following terms, when capitalised, shall have the meanings assigned when used herein:

- 1.1 “Active subscriber”** means a Subscriber who has been authorized to receive signals of ZMCL Channels as per the subscriber management system and whose set top box has not been denied signals.
- 1.2 “Total Active Subscribers of the MSO”** shall mean total active subscribers of the MSO who have subscribed at least one channel (SD or HD). In case of the Standard-Definition Identified Channel(s), Total Active Subscribers shall mean total active subscribers of the MSO who have subscribed only Standard-Definition channel(s) and in case of the High-Definition Identified Channel(s), Total Active Subscribers shall mean total active subscribers of the MSO who have subscribed at least one High-Definition channel.
- 1.3 “Total Active Subscribers of the Channel”** shall mean total active subscribers of a ZMCL Channel which will be arrived at by adding up the average active subscribers who have opted the said ZMCL Channel on a-la-carte basis and average active subscribers of all such Bouquets of ZMCL comprising of the said ala-carte ZMCL Channel.
- 1.4 “Addressable system”** means as defined in Interconnection Regulations.
- 1.5 “A-la-carte” or “a-la-carte channel”** means offering of the ZMCL Channel(s) individually on a standalone basis.
- 1.6 “Average active subscriber base”** means the number arrived by averaging the active subscriber base count in the manner specified in the **ANNEXURE VI**.
- 1.7 “BIS”** means the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- 1.8 “Bouquet” or “Bouquet of Channels”** means an assortment of distinct ZMCL Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.
- 1.9 “Cable Television Network” or “Cable TV network”** means as defined in Interconnection Regulations.
- 1.10 “Change Event”** means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the MSO or any change of control or change in the management or acquisition of majority stake or controlling stake of the MSO or acquisition by the MSO of a

majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the MSO's assets and/ or purchasing the whole or a substantial portion of the assets of another entity.

- 1.11** “**Channels**” means all subscribed television Channels licensed by ZMCL to MSO.
- 1.12** “**Conditional Access**” means control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers.
- 1.13** “**Converted Channel(s)**” shall mean (i) Channels converted from Free-to-Air to a Pay Channel; or (ii) Channels converted from Pay to Free-to-Air Channel.
- 1.14** “**Distribution Margin**” shall mean the margin which the MSO is entitled for the purpose of distribution of pay ZMCL Channels or bouquet of pay ZMCL Channels, as the case may be.
- 1.15** “**Electronic Programme Guide**” or “**EPG**” means as defined in Interconnection Regulations.
- 1.16** “**Equipment**” means any and all hardware/ software and other devices, including but not limited to IRDs and the paired Viewing Card(s) etc.
- 1.17** “**Fingerprinting**” means exercises where code numbers are made overtly to appear on the screen of a Television and/or covertly in the signals of the Channels that enables identification of the Smart Card being used to access such signals.
- 1.18** “**Free to Air Channel**” or “**FTA Channel**” means a channel which is declared as such by ZMCL and for which no fee is to be paid by the MSO to ZMCL for availing signals of such channel.
- 1.19** “**Governmental Authority**” means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT or any other body or authority regulating the broadcasting and distribution of channels in India;
- 1.20** “**Identified Channels**” means few ZMCL Channels which have been referred to as “Identified Channels” as detailed in **Table B** under **ANNEXURE IV**.
- 1.21** “**Incentive Scheme**” Incentive Scheme shall mean various Incentive(s) as detailed in **ANNEXURE IV** for “Incentive on MRP of A-la-Carte and Bouquet(s) of Pay ZMCL Channel(s).The applicable Incentive(s) shall be calculated as per details provided by MSO in the format(s) specified by ZMCL in **ANNEXURE VI**.
- 1.22** “**Independent Affiliate**” shall mean a cable operator/Multi-system Operator who is or was availing the signals of the ZMCL Channels directly from ZMCL in terms of a separate agreement between ZMCL and such cable operator.
- 1.23** “**Interconnection**” means commercial and technical arrangements under which MSO and ZMCL connect their equipment and networks to provide signals of ZMCL Channels to the subscribers
- 1.24** “**Interconnection Agreement**” means this Agreement to be executed between MSO and ZMCL for ZMCL to provide signals of subscribed ZMCL Channels.
- 1.25** “**Interconnection Regulations**” shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rd March 2017 issued by the Telecom Regulatory Authority of India and/or as amended by the Telecom Regulatory Authority of India from time to time.
- 1.26** “**Laws**” shall mean all applicable statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, and orders, including amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) any rules, directions, regulations, guidelines, and code of conduct of the MIB and TRAI that may be amended from time to time (c) The Copyright Act 1957 (including amendments thereto) (d) any final un-appealable order of any competent court or tribunal, etc.
- 1.27** “**Local Cable Operator**” Or “**LCO**” means a person registered under rule 5 of the Cable Television Networks Rules, 1994.
- 1.28** “**Maximum Retail Price**” Or “**MRP**” for the purpose of this Agreement shall mean the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay ZMCL Channel or bouquet of pay ZMCL Channels, as the case may be.

- 1.29 “Multi-system operator” or “MSO”** means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from ZMCL and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.
- 1.30 “New Channels”** shall mean the new channels to be launched and/or to be distributed by ZMCL in future and/or not forming part of the list of Channels set out in **ANNEXURE II** as on date of execution of this Agreement.
- 1.31 “Pay Channel”** shall mean a channel which is declared as such by ZMCL and for which a share of maximum retail price is to be paid to ZMCL by the MSO and for which due authorization needs to be obtained from ZMCL for distribution of such channel to subscribers.
- 1.32 “Platform” or “Distribution System”** means the addressable systems owned and operated by MSO which is used to re-transmit the signals of ZMCL Channels.
- 1.33 “Primary Markets”** means, in relation to “Identified Channel(s)”, certain state(s) which have been denoted as their “Primary Market(s)”, as detailed in **Table B** under **ANNEXURE IV**.
- 1.34 “QoS”** means Telecommunication (Broadcasting and Cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 as amended from time to time
- 1.35 “Reference Interconnection Offer” or “RIO”** means this document published by ZMCL specifying terms and conditions on which the MSO may seek interconnection with ZMCL.
- 1.36 “Removed Channel”** shall mean any Channel(s) of which ZMCL ceases to grant right to the MSO under this Agreement.
- 1.37 “Receiver Box”** means the ZMCL approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the MSO.
- 1.38 “Set Top Box”** means a device which is connected to or is part of a television set and which allows a Subscriber to receive, in descrambled form, the Channels distributed by the MSO.
- 1.39 “Smart Card”** means, in relation to a Subscriber, a card or other device issued by MSO to that Subscriber that, when enabled by a CAS 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 MSO.
- 1.40 “Subscriber”** means, a person who receives signals of ZMCL Channels, from MSO, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber. For the avoidance of doubt, it is hereby clarified that for the purposes of calculating the Subscription Fees, a Subscriber shall have the meaning set out in **ANNEXURE V**.
- 1.41 “Subscriber Management System” or “SMS”** means a system or device which stores the subscriber records and details at the MSO's end with respect to name, address and other information regarding the hardware being utilized by the subscriber, ZMCL Channels or bouquets of ZMCL Channels subscribed by the subscriber, price of such ZMCL Channels or bouquets of ZMCL Channels as defined in the system, the activation or deactivation dates and time for any ZMCL Channel or bouquets of ZMCL Channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period by the MSO.
- 1.42 “Subscription Fee”** means the Fees payable by MSO to ZMCL for availing the signals of ZMCL Channels on a monthly basis and calculated as “ZMCL's Share of MRP” multiplied by average active subscribers for any given month.
- 1.43 “Tariff Order”** means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 3rd March 2017, as amended from time to time.
- 1.44 “Television Channel”** means ZMCL Channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term 'channel' shall be construed as a reference to “Television channel”

- 1.45 “Territory”** means the territorial boundaries wherein ZMCL has Authorized the MSO to retransmit the signals of ZMCL Channels, which is also called Authorized Area.
- 1.46 “TRAI Regulations”** means Interconnection Regulations, Tariff Order and QoS.
- 1.47 “Viewing Card”** means the ZMCL approved viewing card to be used in conjunction with the Receiver Box in order for MSO to access and decode each of the Channels.
- 1.48 “ZMCL’s share of MRP”** with reference to a pay channel or a bouquet of pay channels means the Maximum Retail Price (MRP) of ZMCL Channel(s)/Bouquets less of Distribution Margin, payable by the MSO to ZMCL for availing the signals of pay ZMCL Channels or bouquet of pay ZMCL Channels, as the case may be.

All other words and expressions used in this Agreement not defined herein, and defined in the Act and rules and regulations including TRAI Regulations as amended from time to time 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.

2. Term

The “Term” of this Agreement shall be starting from _____ till _____. Commencement of this Agreement would be considered from the date of execution of this Agreement by ZMCL or the date of activation of signals by ZMCL, whichever is later. In either case the Agreement shall terminate on _____.

The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. ZMCL will send a written notice to MSO 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, ZMCL will disconnect the retransmission of the signals of the ZMCL Channels on the expiry date of this Agreement.

Provided further that the MSO shall, fifteen days prior to the date of expiry of this Agreement, inform its subscribers through scrolls on its Platform: (i) the date of expiry of this Agreement; and (ii) the date of disconnection of signals of ZMCL Channels in event of its failure to enter into new interconnection agreement.

In the event the MSO opts for downloading the Interconnection Agreement from the website of ZMCL and signs the said downloaded Agreement, it shall be mandatory for the MSO to send it to ZMCL within 7 days of signing. Such agreement shall be binding only after it is counter-signed by ZMCL and not otherwise.

3. Territory

- 3.1 ZMCL has allowed the MSO to operate within the specific area(s)/cities as stated in **ANNEXURE I Part (B)** (hereinafter referred to as “Authorized Area”).
- 3.2 It is further clarified that it shall be permissible for the MSO to distribute the ZMCL Channels beyond the Authorized Area (“Additional Authorized Area”) by giving a prior written notice of thirty days to ZMCL. The parties shall sign an amendment agreement for such Additional area, however failure of signing of amendment Agreement the written notice to ZMCL shall be deemed to be an addendum to the existing interconnection agreement after thirty days from the date of receipt of such written notice by MSO;

Provided that such areas fall within--

- (a) the Registered Area of operation of the MSO; in which the MSO has been permitted to distribute the signals of television channels under this Agreement.

On execution, the Amendment Agreement for Additional Authorized Area shall be deemed to be an integral part of this Agreement.

In the absence of thirty (30) days advance notice as mentioned hereinabove, the distribution of ZMCL Channels by the MSO shall be treated as unauthorised and unlawful and shall be liable for appropriate penal action as per the applicable Law / Regulations.

- 3.3 Nothing contained in **sub-clause 3.2** shall apply if written objections with reasons from ZMCL have been received by the MSO during the said thirty (30) days' notice period. It is further clarified that in the event the written objections are received by the MSO from ZMCL, the MSO shall refrain from extending their operations and/or retransmitting the signals of ZMCL Channels in the proposed areas.

4. ZMCL Channels

ZMCL Channels shall mean the Television Channels as listed in **ANNEXURE II** attached herewith. Standard Definition Channels may be referred to as ZMCL SD Channels and High-Definition Channels may be referred to as ZMCL HD Channels. Both ZMCL SD and ZMCL HD Channels may be collectively referred to as ZMCL Channels.

The MSO shall subscribe to the signals of ZMCL Channels on A-la-carte and/or Bouquet(s) basis by specifically opting for the same in **Annexure(s) II and III**.

In the event the MSO intends to subscribe for any additional ZMCL Channels and/or New Channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the MSO may do so by executing the Amendment Agreement for Additional Channels, in the manner prescribed on ZMCL's website.

ZMCL reserves the right to remove any channel from the list of ZMCL Channels ("**Removed Channel**") at any time during the Term as per applicable Laws, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to MSO and/or to add any channel to the list of ZMCL Channels and to grant the distribution rights to MSO in respect of new channel. Once a ZMCL Channel becomes a Removed Channel, the same shall cease to be made available by ZMCL on A-la-carte and/or as part of Bouquet. In such case, the effective MRP of the ZMCL Bouquet consisting of such Removed channel(s), would get adjusted as per the TRAI Regulations.

5. Rights Granted

MSO shall have the non-exclusive right to re-transmit the signals of subscribed ZMCL Channels during the Term via its Cable Television Network in the Territory in an encrypted mode only through the digital "addressable systems/Platform" owned and operated by the MSO for distribution to Subscribers (directly and/or through LCOs) strictly in terms of and in accordance with the terms of this Interconnection Agreement and applicable Laws. Upon receipt of signal, MSO shall distribute the same simultaneously on as is basis, to the MSO's authorized subscribers only, as defined in **Clause 6** of this Agreement. All other rights and means of distribution and/or transmission and/or exhibition of ZMCL Channels (such as Pay Per view, Video on Demand, DVR, PVR, IPTV, DTH, Mobile, Broadband, PC, Internet, Wireless, IPTV, HITS, OTT or any other technology etc.) not specifically and expressly granted to MSO are expressly excluded and reserved by ZMCL.

MSO shall not store any content of ZMCL satellite television channels for any reason whatsoever, save and except for compliance recording. Further, under this Agreement, the MSO shall not provide any kind of service or indulge in any kind of exhibition of ZMCL Channels which involves non-linear transmission, interactive tv and/or any such functionality which requires connection to internet (wired or wireless) or which involves exhibition/viewing of the ZMCL Channels beyond the scope of this Agreement.

MSO shall carry each of the Channels in their entirety on an “as-is” basis and continuously on a 24x7x365(6) basis at the time it is originally transmitted by ZMCL in compliance with clause 8 & 22 of this Agreement.

The MSO shall offer all contributory language feeds for a given Channel to every subscriber entitled to access that Channel provided that the MSO has opted for such contributory language feeds of the Channel.

MSO shall not “push” content onto the Set Top Box (“STB”) and there shall not be automatic advertisement skipping function and/ or the MSO shall not create a VoD or other on demand service in respect of the ZMCL Channel(s).

6. Authorized Subscriber

Authorized Subscriber shall mean any Subscriber of the MSO who receives the signals of one or more ZMCL Channels at a place indicated by the Subscriber without further transmitting it to any other person and who does not cause the signals of ZMCL Channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the signals of ZMCL Channels, shall constitute an Authorized Subscriber.

Subscriber for the purposes of calculation of the Monthly Subscription Fees means, for any calendar month, each Set Top Box, which is availing one or more of the ZMCL Channel(s) through the Platform of the MSO. Each Set Top Box shall be considered as a separate and distinct “Subscriber” in all respect including for calculation of Subscription Fees. MSO shall maintain proper and accurate records of each and every connection and would furnish the details to ZMCL.

7. Packaging

- 7.1 MSO undertakes to ZMCL that it shall package ZMCL Channels as per applicable Laws and in accordance with terms of this Agreement.
- 7.2 The Bouquets of Pay ZMCL Channels for which interconnection agreement has been signed, shall be offered by the MSO to its Subscribers without any alteration in its composition. It is however clarified that in the event of any change in the composition of the Bouquets of Pay ZMCL Channels, the same shall be construed that the MSO is offering such ZMCL Channels on a-la-carte basis to Subscribers.

8. Main Obligations of MSO

- 8.1 Without prejudice to the provisions of **Clause 17.1 “Acquired Systems”**, the MSO agrees not to connect or make available the signals of the Channels through the Distribution System to any Independent Affiliate, having outstanding arrears payable to ZMCL, without ZMCL’s prior written consent vide a written agreement. ZMCL has the right to withhold such consent in its sole discretion, till such time that Independent Affiliate or the MSO clears all the outstanding amounts payable by the Independent Affiliate to ZMCL.
- 8.2 The MSO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees, as a precondition to receive the signals of ZMCL Channel(s).
- 8.3 MSO shall retransmit the signals of all ZMCL Channels only in a securely encrypted manner and without any alteration to its subscribers.

- 8.4 MSO shall display name and maximum retail price of all the subscribed ZMCL Channels opted by the MSO in its electronic programme guide.
- 8.5 Further, the MSO shall not offer limited period exhibition of any Channel(s) to Subscribers.
- 8.6 Once a Channel(s) has been included in a Subscriber Package, the MSO shall not stop exhibition of any Channel(s) without strictly following the procedure prescribed for changing the composition of the Subscriber Package under the TRAI Regulations.
- 8.7 The MSO before availing the signals of ZMCL Channels shall submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of ZMCL Channels meet the requirements specified in the **ANNEXURE X** of this Agreement. In case ZMCL finds that the Digital Addressable System (i.e. CAS, SMS and other digital equipment) being used by the MSO for distribution of TV channels does not meet the requirements specified in **ANNEXURE X** of this Agreement, it shall inform such MSO and the MSO shall get the addressable system cure the same as per the requirement suggested by ZMCL in order to be eligible to avail the signals of ZMCL Channel(s).
- 8.8 MSO shall protect the Intellectual Property of ZMCL and shall not cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so. The MSO shall not apply for registration of ZMCL's Trademark as a Trademark in its own name and shall not use any name or mark similar to or capable of being confused with the Trade name or mark of ZMCL. MSO shall not acquire or claim any proprietary rights in the intellectual property of ZMCL.
- 8.9 It is agreed that no independent advertising shall be inserted by MSO and MSO shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.
- 8.10 MSO undertakes to take all appropriate and necessary steps and measures to prevent piracy or any other violation, disclose correctly all the information as required by ZMCL, and shall ensure distribution by sub-operator only to persons in the MSO's SMS and CAS database and operating within the limits of the subscription rights as conferred in terms of this Agreement.
- 8.11 The MSO shall comply with all applicable Laws and shall ensure timely compliances thereunder
- 9. Maximum Retail Price (MRP) of ZMCL Channels, Calculation of Subscription Fee and Distribution Margin:**
- 9.1 Maximum Retail Price (MRP) of ZMCL Channel(s):**
- (A) Maximum Retail Price (MRP) of ZMCL of Channel(s) are as under:
- (a) MRP of ZMCL Channels offered on A-la-Carte basis is set out in **ANNEXURE II**
- (b) MRP of Bouquet of Pay ZMCL Channel(s) is set out in **ANNEXURE III**
- (B) ZMCL is also offering the ZMCL Channel(s) under Incentive Scheme(s) on MRP of A-la-Carte and Bouquet (s) of Pay ZMCL Channel(s) as detailed in **ANNEXURE IV**.
- (C) In order to avail the Incentive under the Incentive Scheme(s) as mentioned in **Clause 9.1 (B)** herein above, the MSO will have to comply with the conditions stipulated in the respective Incentive Scheme(s).
- 9.2 Calculation of Subscription Fee**
- During the Term, the MSO shall pay to ZMCL, the Subscription Fee which shall be calculated on a monthly basis in the manner set out in **ANNEXURE V**.

9.3 Distribution Margin

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

10. Payment Terms

The MSO agrees to pay to ZMCL, the monthly Subscription Fee as per the terms set out in **ANNEXURE V**. Any default by the MSO pertaining to Payment Terms shall constitute a material breach hereunder and ZMCL be entitled to switch off the signals of ZMCL Channels to entire network of the MSO.

Further it is also agreed by the MSO that in case the MSO operates through any of its Joint venture/affiliate/associate Network(s) then it shall be the sole responsibility and obligation of the MSO to clear all the entire accumulated arrears/dues which are not paid by such Joint Venture/affiliate/associate entities of the MSO to ZMCL. Further it is also agreed by MSO that any other Independent Affiliate taken over by MSO during the term of this Agreement shall be treated as JVs and MSO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

11. Watermark/Logo

The MSO shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the MSO. However, no such watermark/logo mask the ZMCL's brand logo in any manner whatsoever. The MSO shall have to seek prior written approval from ZMCL with regards to the size, type, location of the watermark/logo to be used on the screen by the MSO on ZMCL channels transmitted on its platform.

12. Electronic Programme Guide (EPG)

- (i) ZMCL will declare the genre of ZMCL Channels as per the TRAI Regulations, broadly categorizing the ZMCL Channels in the following genre based on the channels launched by it from time to time.
(a) General Entertainment (b) Infotainment, (c) Kids, (d) Movies, (e) Music, (f) News and Current Affairs, and (g) Miscellaneous.
- (ii) It shall be mandatory for the MSO to place the ZMCL channels in the electronic programme guide in the genre as declared by ZMCL:

Provided that no ZMCL Channels shall be disadvantaged or otherwise treated less favorably by the MSO with respect to competing channels on a genre and/or language basis. The subscribed ZMCL Channels of same language within the same genre shall appear together consecutively in the electronic programme guide and one television ZMCL Channel shall appear at one place only.

Provided further that it shall be permissible to the MSO to place a subscribed channel under sub-genre within the genre declared for the channel by the broadcaster(s).

- (iii) The MSO shall assign a unique channel number for each ZMCL Channel available on the distribution network.
- (iv) The channel number once assigned to a particular ZMCL Channel shall not be altered by the MSO in the manner set out in the TRAI Regulations:

Provided that the provision of this Clause 12(iv) shall not apply in case the channel becomes unavailable on the distribution network.

Provided further that in the event ZMCL changes the genre of a ZMCL Channel then the MSO shall immediately, on intimation, place the said ZMCL Channel under the respective genre(revised/changed) and in such manner that all channels of same language within such genre appear together consecutively in the electronic program guide (EPG).

- (v) Before signing of the Agreement, MSO shall apprise and make available to ZMCL the EPG Policy of the MSO's platform.
- (vi) The EPG of MSO shall always contain the MRP of the ZMCL Channel and the information of the programs being shown on all ZMCL channels in a manner approved by ZMCL without any cost. MSO shall provide the format in which the said information regarding all the channels shall be furnished by ZMCL.
- (vii) However, in event the MSO 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).

13. Delivery and Security

All ZMCL Channels must be delivered by the MSO to subscribers in a securely encrypted manner and without any alteration.

The quality of signals of the ZMCL Channels by MSO to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.

ZMCL shall provide requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated interest free security deposit per IRD as per the conditions laid down in the TRAI Regulations. Further, the MSO shall confirm the details of Integrated Receiver Decoder (IRD's) in respect of all such channels availed from ZMCL in the format provided in **ANNEXURE XI**.

The Parties acknowledge and agree that in the event MSO 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 MSO shall intimate the same to ZMCL by submitting Form for Change in Addressable Systems, provided the continuity and quality of signals of ZMCL Channels should not be affected.

14. Audit

- (I) The MSO shall on or before 31st December of every Calendar Year furnish to ZMCL a detailed audit report after causing audit of its SMS, CAS and other related systems by an auditor empanelled by the Authority within 24 hours from the generation of such Audit Report, to verify that the monthly subscription reports made available by the MSO to ZMCL are complete, true and correct. Provided, that any variation, due to audit, resulting in less than zero-point five percent (0.5%) of the billed amount shall not require any revision of the invoices already issued and paid. Failure to comply with this provision by the MSO will constitute a material breach of this Agreement. The audit and penalty under this clause shall be as per the TRAI Regulations.
- (II) In case ZMCL is not satisfied with the audit report received under Clause 14(I) or, if in the opinion of ZMCL the addressable system being used by the MSO does not meet requirements specified under the Schedule III and Schedule IX of Interconnection Regulation, ZMCL shall have the right not more than once in a Calendar Year, after

communicating to the reasons in writing to the MSO, to audit the SMS, CAS and other related system of the MSO by an auditor empanelled by the Authority.

- (III) The MSO shall be under a legal obligation to revert within four (4) days (“Revert Period”) after a request is received for audit from ZMCL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period.
- (IV) Provided further that if such audit conducted in terms of Clause 14(II) reveals that additional amount is payable to ZMCL by the MSO, then the MSO shall pay such amount, along with the interest, within ten (10) days and if such amount including interest due for any period exceed the amount reported by the MSO to be due for such period by two percent (2%) or more, the MSO shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.
- (V) Provided also that in case of any continuing default on the part MSO, ZMCL shall have a right to exercise all remedies as may be available otherwise under the applicable Interconnection Regulations.
- (VI) MSO hereby agrees and acknowledges to offer necessary assistance to auditors so that audits can be completed in a time bound manner.
- (VII) In the event during the audit exercise if it is found that the MSO has not informed ZMCL about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the MSO has introduced and is making use of one or more SMS / CAS 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 ZMCL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems.
- (VIII) Notwithstanding what is stated hereinabove, the MSO will maintain at its own expense a subscriber management system (“SMS”) compliant to the technical specifications set out in **ANNEXURE X**.
- (IX) The MSO shall maintain accurate, complete and up to date records of every subscriber’s details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with subscribers, forms filed by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the Services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all Subscribers (“Subscriber Records”). The MSO shall ensure that its SMS and billing software allows for monitoring and printing of historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) consecutive preceding years at any point of time.
- (X) MSO shall, at the request of ZMCL, send a report in respect of systems, measures and compliances with this Clause 14, in accordance with the format and medium, electronic and hard copy, as may be specified by ZMCL from time to time. Such report shall be authenticated by the agencies or vendors providing Conditional Access System (CAS) software and subscriber management / billing system software. It is agreed between the Parties that neither ZMCL’s acceptance of any such information or payment, nor ZMCL’s inspection or audit of the MSO’s records or accounts shall prevent ZMCL from later disputing the accuracy or completeness of the same provided, that ZMCL submits reasons for disputing the same.

- (XI) The SMS, CAS, billing, IT systems, and all Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and audit by empanelled Auditor(s) (i) at any time during normal business hours during the Term of this Agreement and for two years after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the MSO; and (ii) on 3 (three) calendar days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement.
- (XII) The MSO shall give empanelled Auditors any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, empanelled Auditors shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, reasonably required to provide evidence of such breach, and the MSO agrees to extend reasonable co-operation in this regard.
- (XIII) The scope of such audit conducted by empanelled Auditors in accordance with **Clause 14** shall be as set out in **ANNEXURE XII**. The MSO shall provide full cooperation to the empanelled Auditors appointed by ZMCL in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to MSO's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. MSO 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 MSO 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 Audits as stated in Clause 15 herein below. Any breach by or on the part of the MSO with regard to the above covenants shall be construed as material breach of this Agreement.
- (XIV) MSO shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of ZMCL Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to ZMCL.

15. Anti-Piracy

In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the MSO shall, prior to the commencement of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access system delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by ZMCL. The MSO shall comply with the Anti-Piracy Requirements set out in **Clause VI and VII** in **ANNEXURE XII** and also provide full and complete information for conducting Technical Audit by the auditors, empanelled by the Authority for conducting such audit,

by furnishing details outlined in Clause **I, II, III, IV and V** of **ANNEXURE XII** attached herewith.

The MSO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

The MSO shall not authorize, cause or suffer any portion of any of the ZMCL Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the MSO at the time these Channels are made available. If the MSO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the ZMCL Channels for any other purpose, the MSO shall within ten minutes of so becoming aware of such recording, duplicating etc., notify ZMCL and the MSO shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the MSO shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the MSO and the subscriber. The MSO shall comply with the specifications for Set Top Box, Conditional Access System and Subscriber Management System as set out in **ANNEXURE X** attached herewith.

If so instructed by Information (as defined below) by ZMCL, the MSO shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from ZMCL.

16. Reports

The MSO will maintain at its own expense a Subscriber Management System (“SMS”) which should be fully integrated with the Conditional Access System (“CAS”).

The MSO shall, within seven (7) days from the end of each calendar month, provide, in the format specified in the **ANNEXURE VI** attached herewith, complete and accurate monthly subscription report of A-la-Carte channels and bouquets of pay ZMCL Channels, to ZMCL. The Monthly reports to be provided by MSO shall consist of the Monthly subscriber numbers of the A-la-Carte channel(s) or bouquet(s) or MSO package(s) which shall be arrived at, by averaging the number of subscribers subscribing the channels or bouquet, as the case may be, recorded four times in month i.e. on 7th day, 14th day, 21st day and 28th day of each calendar month as more particularly set out in **Table – 1 and Table – 2 of ANNEXURE VI**. The number of subscribers to be reported in the monthly report shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. on the aforementioned days of every calendar month.

MSO shall submit the aforementioned subscriber report on a monthly basis separately for each and every area(s)/city it is operating in, as specified in **ANNEXURE I**. The monthly subscriber report for every month during the Term of this Agreement shall be uploaded by the MSO in the prescribed format on ZMCL’s portal and shall also be submitted in a non-editable PDF format, with read only permission via email to mrsr@zeemedia.esselgroup.com within the stipulated timeline. The Parties agree that timely submission of Reports shall be a material obligation on part of the MSO and essence of the contract. In event if the MSO fails to submit the monthly subscriber reports within seven (7) days from the end of each calendar month, it shall constitute a material breach of this Agreement.

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 ZMCL Channel and each package in which a ZMCL Channel is included) and the Subscription Fees payable to ZMCL and in case the MSO opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the MSO to ZMCL. Such monthly Reports

shall be signed and attested by an officer of the MSO of a rank not less than Head of Operations Department/ Chief Financial Officer/Chief Executive Officer who shall certify that all information in the Report is true and correct and that the number of subscribers reported in the Report has been extracted from the SMS which is exactly the same as reflected in their CAS.

17.1 Acquired Systems

If MSO merges with, acquires or is acquired by a competing MSO operating in the Territory ("Competing Platform") and ZMCL Channels are carried/not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the ZMCL Channel pursuant to this Agreement or MSO distributes the said Channel to the Subscribers of the Competing Platform, MSO or the successor company shall be obligated to pay to ZMCL the Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of MSO and the Competing Platform or the successor company/affiliates/joint ventures/networks as the case maybe. In case of any dispute the Parties agree to refer the matter to TDSAT.

If MSO merges with, acquires or is acquired by a Competing Platform and the ZMCL Channel(s) are carried on Platform and the Competing Platform, then the Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of ZMCL, with the platform and competing platform prior to such merger, till a fresh agreement is entered into with ZMCL for the combined entity.

Identical procedures will be followed in circumstances where the MSO merges with, acquires or is acquired by multiple Competing Platforms simultaneously or a party which owns multiple Competing Platforms.

17.2 Change of control

The MSO shall intimate ZMCL regarding a proposed Change Event promptly by submitting the Form for Change of Control made available on ZMCL's website. In which event, ZMCL reserves its right to deactivate the signals of the ZMCL Channels as per applicable Laws.

18. Suspension of Rights

Subject to any applicable laws, ZMCL shall have the right to suspend delivery of the ZMCL Channels to the MSO after giving 21 days' notice in terms of the applicable Law, in the event of: a material breach related to payment of Subscription Fees, anti-piracy, non-submission of subscriber report, if the same is not paid by the MSO by the Due Date; if such breach is not cured within the initial ten (10) day notice period.

19. Renewal of the Agreement:

Parties shall at least 60 days prior to expiry of the agreement shall enter into negotiations for renewal of the agreement and execute the same in writing.

20. Termination

20.1 Either Party has a right to terminate this Agreement by a written notice to the other Party, subject to applicable Law, in the event of:

- i. material breach of this Agreement by the other Party;
- ii. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
- iii. the material license/ permission necessary for the MSO to operate its digital addressable cable TV system service being revoked at any time other than due to the fault of the MSO.

- 20.2 ZMCL shall have the right to terminate this Agreement:
- i. by a prior written notice of twenty-one (21) days to the MSO, if MSO breaches any of the term of this Agreement; or
 - ii. by a prior written notice of twenty-one (21) days to the MSO, if ZMCL discontinues the ZMCL Channels with respect to all distributors in the Territory or if the MSO discontinues its cable business.
- 20.3 In the event that the Parties fail to enter into a new agreement prior to the expiry of the Term, then ZMCL would discontinue the supply of signals to MSO on the date of the expiry of the agreement due to efflux of time.
- 20.4 The right of ZMCL to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to ZMCL under this Agreement or Law.

21. Effect of Termination

Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except:

- i. MSO's obligations to pay the Subscription Fees accrued under this Agreement upon or prior to the expiration or termination of the Agreement; and
- ii. the indemnity/confidentiality obligations of the Parties; and
- iv. such other rights as may accrue to the Parties under applicable laws.

In addition, MSO shall forthwith:

- iii. return the IRD's/ VC's and all material, assets including confidential information to ZMCL.
- iv. The MSO shall prepare and deliver to ZMCL a final Subscriber Report relating to any amounts due to ZMCL forthwith.

22. Intellectual Property

- (I) ZMCL and its licensors shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in the channels. The MSO agrees and undertakes to distribute the channels in their entirety in the same manner as such ZMCL Channels are delivered by ZMCL, without any cutting, editing, dubbing, scrolling or ticker tape, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, blacking out, substituting or any other modification, alteration, addition, deletion or variation, substituting or any other modification, alteration, addition, deletion, variation or other interference or interruption in any manner.
- (II) The MSO shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The MSO 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 ZMCL and its licensor(s), as applicable. The MSO has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. ZMCL shall have the sole discretion to approve the use of such Channel Marks by the MSO with respect to the programs included in the Channels. The MSO shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by ZMCL or its program suppliers/licensor(s) and disclosed to MSO by ZMCL for the purpose of this Agreement. ZMCL acknowledges and agrees that the MSO shall have the right to use the Channel Marks to promote the Channel(s) through program guide,

program listing, internet website and for the purpose of displaying the electronic program guide if any.

- (III) All rights to the Channels and its contents are specifically reserved to ZMCL and its licensors, as appropriate, and may be freely exercised and exploited by them by any means, any locations and in any manner whatsoever.
- (IV) Notwithstanding anything contained in this Agreement, the MSO agrees that ZMCL, its parent, successors, assigns or any entity that owns or controls ZMCL, directly or indirectly during the Term hereof or for any extension, may re-name and/or re-brand the Channels in its sole discretion.

23. Representations and Warranties

- (I) Each Party represents and warrants to the other Party that:
 - (a) each of them is a duly incorporated and is a validly existing company/legal entity under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement;
 - (b) upon execution hereof, this Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;
 - (c) 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, license 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.
- (II) The MSO undertakes, represents and warrants to ZMCL that:
 - (a) The MSO has been granted license by MIB to operate in the territory as mentioned in “**ANNEXURE I Part (A)**” (hereinafter referred to as “Registered Area”).
 - (b) the MSO has been conducting its business at all times in accordance with applicable Laws and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the MSO to operate the Distribution System within the Authorized Area. The registration or license to operate the Distribution System within the Authorized Area are valid and shall continue to remain valid during the Term of this Agreement.

The MSO confirms that it shall comply with and abide by all applicable Laws including the TRAI Regulation and shall duly inform ZMCL in the event of any changes or termination of such license within three calendar days of such change. Any failure on the part of the MSO to inform ZMCL in the event of any such change shall be construed as a material breach of this Agreement.
 - (c) the MSO has not received any notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the MSO being revoked, varied, cancelled, suspended or not renewed.
 - (c) the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The MSO shall not generate or retransmit any unencrypted signals or feeds from its Headend;

- (d) it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of ZMCL and shall not remove/shift any Equipment used to avail of the Services from the address referred to in **ANNEXURE XI**, without the prior written consent of ZMCL.
- (e) it shall not shift, remove, modify, misuse or tamper with the equipment used to avail of the Services including the paper seal to prevent opening of the equipment or any signals emanating there from, in a manner that prevents the identification of the equipment number or interferes with the signals emanating there from.
- (f) it shall not distribute the Channels other than by itself or through sub-operators identified in **ANNEXURE XI** hereto or otherwise deal with the Channels except as expressly authorized under this Agreement.
- (g) The provisions of this Clause 23(II) shall also apply to sub-operators and Affiliates of the MSO who are distributing the Channels through the Distribution System in the Area. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle ZMCL to terminate this Agreement. The rights of ZMCL under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.

24. 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 Ministry of Information and Broadcasting and The Telecom Regulatory Authority 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.

25. Indemnity and Limitation of Liability

- (I) The MSO shall without any limitations as to time period or amounts keep and hold ZMCL and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the MSO, or actual or threatened breach of any terms of this Agreement by the MSO (including but not limited to breach of any representation and warranty provided by the MSO to ZMCL).
- (II) It is expressly understood and agreed between the Parties that ZMCL shall have no liability or obligation whatsoever under this Agreement, towards the MSO, the Subscribers or any other person or Governmental Authority, arising from and/or in respect of:
 - (a) 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 ZMCL's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by ZMCL, in which event ZMCL shall not be under any obligation to provide MSO with any other Equipment;
 - (b) any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of ZMCL;
- (III) The MSO 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 MSO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the MSO or the operator or sub-operator shall entitle the

Subscriber to receive the ZMCL Channels from ZMCL or create any direct relationship between the Subscriber and ZMCL.

- (IV) ZMCL shall not be liable to the MSO, any Subscriber or to any other Person, 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.
- (V) Without prejudice to the foregoing, the maximum aggregate liability of ZMCL for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fees under this Agreement paid by the MSO to ZMCL in any given Financial Year.

26. Compliance with Laws

The MSO, its sub-operators and their respective affiliates shall at all times ensure that their employee(s), directors(s), personnel adhere to all applicable laws, including but not limited to the anti-corruption and anti-bribery laws, provisions of the Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002.

27. Confidentiality

- (i) Subject to Clause 27 (II) 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, Subscription Fees, pricing, information regarding the strategy and volume of business of the other party strictly confidential at all times. 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.
- (ii) Notwithstanding the provisions contained in Clause 27(I) and 27(II), either Party may disclose Confidential Information:
 - (a) if and to the extent necessary to be disclosed under the applicable Law or by any Governmental Authority to whose jurisdiction the Party is subject;
 - (b) in so far as it is required to be disclosed to Affiliates, the employees, directors or professional advisers of any Party, provided that any such disclosure is on a need-to-know basis and the disclosing Party shall procure that the persons to whom it is disclosed in terms of this provision treat such information as confidential;
 - (c) if and to the extent all the other Parties have given prior written consent to the disclosure of such Confidential Information.

28. Specific Performance

The parties agree that damages may not be an adequate remedy and the parties 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. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.

29. Guarantee

The MSO shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this Agreement and perform their obligations hereunder. Any

breach or default of this clause will make the MSO liable for any such non-compliance and penal action thereto.

30. Agency

Neither the MSO nor ZMCL shall be or hold itself out as the agent of the other under this Agreement except with the express written consent of the other. No sub-operators or subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with ZMCL by virtue of this Agreement or by ZMCL's delivery of the services to the MSO.

31. Waiver

No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties.

32. Force Majeure

32.1 Failure on the part of the MSO or ZMCL to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If during Force Majeure the fulfilment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightning, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure continue for a period exceeding one (1) month, the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated upon notice of either Party to the other, on expiry of one (1) month from the date of such notice.

33. Assignment

The MSO shall not have the right without the prior written consent of ZMCL, to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. ZMCL may assign or transfer its rights or obligations under the Agreement to any party without consent or approval of MSO.

34. Notices

Every Notice provided for in this Agreement shall be in writing and shall be:

(l) transmitted by Email, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognized Courier Service; or

A. In the case of notices to ZMCL:

Mr. Himanshu Kaushik

Designation: Compliance Officer

Address: FC-19, Sector 16-A, Film City, Noida- 201301, Uttar Pradesh

Email: himanshu.kaushik@zeemedia.esselgroup.com

B. In the case of notices to the MSO:

Mr. _____

Address: _____

Facsimile: _____

Attention: _____

Email: _____

35. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent legal forum, the remaining provisions of this Agreement shall continue in full force and effect.

36. Jurisdiction

This Agreement shall be governed by the laws of the Republic of India. All disputes or differences arising between the parties as to the effect, validity or interpretation of this Agreement or to their Rights, duties or liabilities arising out of this Agreement, etc shall be subject to the exclusive jurisdiction of the Telecom Disputes Settlement and Appellate Tribunal (TDSAT).

37. DESIGNATED PERSON FOR RECEIVING the request for Interconnection and/or Expansion of Territory from the MSO and their grievance redressal pertaining to this Agreement:

Sr. No.	Name of Designated Person	Telephone Number	Email Address	Designated to receive request from the MSO in the State
1	Neeraj Magotra	+91-120- 7153700	neeraj.magotra@zeemedia.esselgroup.com	Delhi NCR, Jammu and Kashmir, Ladakh, Punjab, Chandigarh, Himachal Pradesh, Haryana, Uttarakhand, Uttar Pradesh, Rajasthan, Madhya Pradesh, Chhattisgarh, Bihar, Jharkhand, Sikkim, Assam, Manipur, Meghalaya, Mizoram, Arunachal Pradesh, Nagaland, Tripura, West Bengal. Orissa,
2	Siddesh J. K.	+91-9711831910	siddesh.jk@zeemedia.esselgroup.com	Andhra Pradesh, Karnataka, Kerala, Puducherry, Tamil Nadu, Telangana, Andaman & Nicobar.
3	Vasu Perigarm Ramamurthi	+91-9711863436	Vasu.Ramamurthi@zeemedia.esselgroup.com	Gujarat, Maharashtra, Dadra and Nagar Haveli, Daman & Diu, Goa & Lakshadweep
4	Himanshu Kaushik	+91-9711059704	himanshu.kaushik@zeemedia.esselgroup.com	Pan India- Compliance Purposes

ZMCL has designated the above-named persons for receiving the request for interconnection and/or expansion of Territory from the MSO and their grievance redressal pertaining to this Agreement:

38. Entire understanding between the Parties

This Interconnection Agreement read along with the ANNEXURE I to ANNEXURE XII hereof contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, writings, understandings or communications in this regard. The Parties agree that the terms contained herein are fair and reasonable. This Interconnection Agreement read along with the ANNEXURE I to ANNEXURE XII of this

Agreement shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable Law.

39. Interpretation

In this Agreement, unless the context otherwise requires:

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

40. Special Overriding Condition

Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to broadcaster’s challenge / right to challenge / impugn certain provisions of TRAI Regulations. ZMCL reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI Regulations.

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

For and on behalf of

[Name of the MSO]

Name:

Designation:

Date:

Witness-
Name:

For and on behalf of

ZEE MEDIA CORPORATION LIMITED

Name:

Designation:

Date:

Witness:-
Name:

ANNEXURE I
TERRITORY
(PART A)

Registered Area:

(PART B)

Authorized Area (Attach extra sheet if required):

Sr. No.	City* / Area wherein the MSO has been Authorized to Operate on the date of signing of this Interconnection Agreement	State / Union Territory in which the Authorized Area is located	Head-end from which the signals of ZMCL Channels are distributed in such Authorized Area(S)

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

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I. Details of Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by MSO (Attach extra sheet if required and provide the complete details).

<u>Sr. No.</u>	<u>Details of SMS deployed</u>	<u>Details of CAS deployed</u>

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

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

<u>Sr. No.</u>	<u>Installation Address(es) of SMS</u>	<u>Installation Address(es) of CAS</u>

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



ANNEXURE II**LIST OF ZMCL CHANNELS**

MSO is desirous of availing ZMCL Channels on A-la-Carte Basis (Yes / No): _____

I. List of Standard Definition (SD) Pay ZMCL Channels offered on A-la-Carte Basis with MRP of the Channel:

Sr. No.	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Zee News	News and Current Affairs	Hindi	0.10	ZSD-ZNEWS10	
2	Zee Hindustan	News and Current Affairs	Hindi	0.10	ZSD-ZHIND10	
3	Zee Business	News and Current Affairs	Hindi	0.10	ZSD-ZBUSN10	
4	Zee Salaam	News and Current Affairs	Urdu	0.10	ZSD-ZSALM10	
5	WION	News and Current Affairs	English	1.00	ZSD-ZWION10	
6	Zee 24 Taas	News and Current Affairs	Marathi	0.10	ZSD-ZTAAS10	
7	Zee 24 Ghanta	News and Current Affairs	Bangla	0.10	ZSD-24GTA10	
8	Zee Delhi NCR Haryana	News and Current Affairs	Hindi	0.10	ZSD-ZKLN10	
9	Zee Bihar Jharkhand	News and Current Affairs	Hindi	0.10	ZSD-ZBHJH10	
10	Zee Punjab Haryana Himachal	News and Current Affairs	Hindi	0.10	ZSD-ZPNHH10	
11	Zee Madhya Pradesh Chhattisgarh	News and Current Affairs	Hindi	0.10	ZSD-ZMPCG10	
12	Zee Rajasthan News	News and Current Affairs	Hindi	0.10	ZSD-ZRAJN10	
13	Zee Uttar Pradesh Uttarakhand	News and Current Affairs	Hindi	0.10	ZSD-ZUPUK10	
14	Zee 24 Kalak	News and Current Affairs	Gujarati	0.10	ZSD-ZKALK10	

II. List of FTA ZMCL Channels offered on A-la-Carte Basis:

Sr. No.	Name of the Channel	Genre	Language	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Ezmall.com	Miscellaneous	Hindi	ZSD-EZMAL10	

Total Count of ZMCL Channels Availed by MSO on A-la-Carte Basis: _____

*** Note:**

1. The MRP mentioned for the a-la-carte -- channel(s) are per “subscriber” per month.
2. “Subscriber” for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box (“STB”), which is availing -ZMCL Channels.
3. MRP of - -ZMCL 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).

ANNEXURE III

BOUQUET OF PAY ZMCL CHANNELS ALONG WITH MRP

MSO is desirous of availing Bouquet(s) of Pay ZMCL Channels (Yes / No): _____

List of Bouquet(s) of Pay ZMCL Channels with MRP of the Bouquet

1. Bouquet-1

Bouquet Availed (Yes/No)	
ZMCL Bouquet Name	ZMCL- Family Pack
ZMCL Bouquet Code	ZSDB0NEWS100
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	1.27
Sr. No.	Name of the Channel
1	Zee News
2	Zee Hindustan
3	Zee Business
4	Zee Salaam
5	WION
6	Zee 24 Taas
7	Zee 24 Ghanta
8	Zee Delhi NCR
9	Zee Bihar Jharkhand
10	Zee Punjab Himachal Haryana News
11	Zee Madhya Pradesh Chhattisgarh
12	Zee Rajasthan
13	Zee Uttar Pradesh Uttarakhand
14	Zee 24 Kalak

2. Bouquet-2

Bouquet Availed (Yes/No)	
ZMCL Bouquet Name	ZMCL- North Pack
ZMCL Bouquet Code	ZSDB0NORT100
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	0.94
Sr. No.	Name of the Channel
1	Zee News
2	Zee Hindustan
3	Zee Business
4	Zee Salaam

5	WION
6	Zee Delhi NCR
7	Zee Punjab Himachal Haryana News
8	Zee Uttar Pradesh Uttarakhand

3. Bouquet-3

Bouquet Availed (Yes/No)	
ZMCL Bouquet Name	ZMCL- East Pack
ZMCL Bouquet Code	ZSDB0EAST100
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	0.88
Sr. No.	Name of the Channel
1	Zee News
2	Zee Hindustan
3	Zee Business
4	Zee Salaam
5	WION
6	Zee 24 Ghanta
7	Zee Bihar Jharkhand

4. Bouquet-4

Bouquet Availed (Yes/No)	
ZMCL Bouquet Name	ZMCL- West Pack
ZMCL Bouquet Code	ZSDB0WEST100
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	0.99
Sr. No.	Name of the Channel
1	Zee News
2	Zee Hindustan
3	Zee Business
4	Zee Salaam
5	WION
6	Zee 24 Taas
7	Zee Madhya Pradesh Chhattisgarh
8	Zee Rajasthan
9	Zee 24 Kalak

5. Bouquet-5

Bouquet Availed (Yes/No)	
ZMCL Bouquet Name	ZMCL- South Pack
ZMCL Bouquet Code	ZSDB0SOUT100
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	0.83
Sr. No.	Name of the Channel
1	Zee News
2	Zee Hindustan
3	Zee Business
4	Zee Salaam
5	WION
6	Zee 24 Kalak

Note: MRP of Bouquet(s) of Pay ZMCL Channels 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).

ANNEXURE IV**INCENTIVE SCHEME ON MRP OF A-LA-CARTE AND BOUQUET OF PAY ZMCL CHANNELS**

1. ZMCL is offering the following incentives on the MRP of A-la-carte and Bouquet(s) of Pay ZMCL Channels as set out in this **ANNEXURE IV** subject to MSO fulfilling the conditions set out in this **ANNEXURE IV**:

2. **Incentive Parameters for Incentive on MRP of Ala-carte and Bouquet of pay ZMCL of channels:**

The following parameters need to be fulfilled by the MSO to avail the incentives on MRP of A-la-Carte & Bouquet of Pay ZMCL Channels.

Penetration & LCN Incentive: MSO shall be eligible for Penetration and LCN Incentive based on percentage of 75% (minimum) penetration of subscribed Identified Channel in respective Primary Market. Penetration shall be calculated as a percentage of its “Total Active Subscriber base of the MSO” as mentioned in **Table A** and **Table B** herein below. For sake of clarity, percentage penetration of Identified Channel will be calculated by dividing “Active subscriber base of the Channel” of respective Identified Channel in Primary Market by “Total Active Subscriber base of the MSO” in Primary Market. In case of the Standard-Definition ZMCL Channel, Total Active Subscribers shall mean total active subscribers of the MSO who have subscribed to only Standard-Definition channel(s) and in case of the High-Definition ZMCL Channel, Total Active Subscribers shall mean total active subscribers of the MSO who have subscribed to at least one High-Definition channel.

The above incentive shall be contingent along with LCN requirement i.e. MSO shall be eligible for Incentive based on the logical channel number (“LCN”) alongside Penetration slabs within specified genre (as listed in **Table C** below), in which any of the ZMCL Channels are placed by the MSO on the Platform, within the specified genre and language of all ZMCL Channels as contained in electronic program guide (EPG) system as set out in **Table D** of this Annexure.

Table – A

Penetration for Ala-carte and Bouquet applicable to SD Ala-carte channels and Bouquet(s)]

Sr. No.	Zee News (SD) Penetration in Primary Market	Identified Channel (Other than Zee News) (SD) Penetration in Primary Market
1	>= 75%	>= 75%

Table – B

Primary Market for Identified Channel(s)

Sr. No.	Channel Name	Primary Market
1	Zee News	Specified States**
2	Zee 24 Taas	Maharashtra & Goa^
3	Zee 24 Ghanta	West Bengal^
4	Zee Delhi NCR Haryana	Delhi & Haryana^
5	Zee Bihar Jharkhand	Bihar & Jharkhand^
6	Zee Punjab Haryana Himachal	Punjab & Himachal Pradesh^
7	Zee Madhya Pradesh Chhattisgarh	Madhya Pradesh & Chhattisgarh
8	Zee Rajasthan News	Rajasthan^

9	Zee Uttar Pradesh Uttarakhand	Uttar Pradesh & Uttarakhand [^]
10	Zee 24 Kalak	Gujarat [^]
11	WION	Metro Cities & States of Andhra Pradesh, Karnataka, Telangana, Tamil Nadu and Kerala
12	Zee Salaam	Specified States ^{**}
13	Zee Business	Specified States ^{**}
14	Zee Hindustan	Specified States ^{**}

^{**} Specified states include Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli, Daman and Diu, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Jharkhand, Madhya Pradesh, Maharashtra, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh, Uttarakhand and West Bengal

- [^] (i) In the state of Maharashtra & Goa for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee News or Zee 24 Taas shall be considered.
- (iii) In the state of West Bengal for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee News or Zee 24 Ghanta shall be considered.
- (iv) In the state of Delhi & Haryana for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e., Zee News or Zee Delhi NCR Haryana shall be considered.
- (v) In the state of Bihar & Jharkhand for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee News or Zee Bihar Jharkhand shall be considered.
- (vi) In the state of Punjab & Himachal Pradesh for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee News or Zee Punjab Haryana Himachal shall be considered.
- (vii) In the state of Madhya Pradesh & Chhattisgarh for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee News or Zee Madhya Pradesh Chhattisgarh shall be considered.
- (viii) In the state of Rajasthan for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee News or Zee Rajasthan shall be considered.
- (ix) In the state of Uttar Pradesh & Uttarakhand for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee News or Zee Uttar Pradesh Uttarakhand shall be considered.
- (x) In the state of Gujarat for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. Zee News or Zee 24 Kalak shall be considered.

- (xi) In the states of Andhra Pradesh, Karnataka, Telangana, Tamil Nadu and Kerala for calculation of Penetration Incentive the highest count of subscriber reported in any month for any of the Identified Channel (s) i.e. WION shall be considered.

The above is applicable for the Standard Definition channels (Identified Channels) and High-Definition channel (s) Identified Channels

TABLE – C

Genre and Logical Channel Number (LCN) Slabs

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
1	Zee News	News and Current Affairs (Hindi)	Aaj Tak, India TV, ABP News, News18 India, News Nation, News 24, India News, NDTV India, Tez and similar channels	1 to 3	4 to 6
2	Zee Hindustan	News and Current Affairs (Hindi)	Aaj Tak, India TV, ABP News, News18 India, News Nation, News 24, India News, NDTV India, Tez and similar channels	1 to 5	6 to 8
3	Zee Business	News and Current Affairs (Hindi Business News)	CNBC Awaaz and similar channels	1 to 2	3 to 4
4	Zee Salaam	News and Current Affairs (Urdu)	ETV Urdu, News18 Urdu, Munsif TV, Aalami Samay and similar channels	1 to 2	3 to 4
5	WION	News and Current Affairs (English)	Times Now, Republic TV, India Today Television, CNN News18, NDTV 24x7, Mirror Now, News X and similar channels	1 to 4	5 to 6
6	Zee 24 Taas	News and Current Affairs (Marathi)	ABP Majha, TV9 Marathi, News18 Lokmat and similar channels	1 to 2	3 to 4
7	Zee 24 Ghanta	News and Current Affairs (Bangla)	ABP Ananda, ETV News Bangla, Kolkata TV, News Time Bangla, News18 Bangla and similar channels	1 to 3	4 to 5
8	Zee Delhi NCR Haryana	News and Current Affairs – Delhi/Haryana News	Total TV, Janta TV, Sahara NCR/Haryana/Rajasthan/Punjab, MH-1 Prime	1 to 3	4 to 5
9	Zee Bihar Jharkhand	News and Current Affairs (Bihar News)	Sahara Samay Bihar and Jharkhand, News18 Bihar/ Jharkhand and similar channels	1 to 3	4 to 6
10	Zee Punjab Haryana Himachal	News and Current Affairs (Punjabi News)	Chardikla Time TV, India News Punjabi, MH One News, News18 Punjab/Haryana/Himachal, PTC News and similar channels	1 to 3	4 to 6

Sr. No.	Channel Name	Genre	Competing Channels	Slab 1	Slab 2
11	Zee Madhya Pradesh Chhattisgarh	News and Current Affairs (MPCG News)	Bansal News, IBC 24, India News MP, Sadhna News MP/CG, Sahara Samay MP/CG, News18 Madhya Pradesh/ Chhattisgarh, Swaraj Express SMBC and similar Channels	1 to 3	4 to 6
12	Zee Rajasthan News	News and Current Affairs (Rajasthan News)	India News Rajasthan, Jan TV, Sahara Samay Rajasthan, News18 Rajasthan, First India Rajasthan and similar channels	1 to 3	4 to 6
13	Zee Uttar Pradesh Uttarakhand	News and Current Affairs (UJUK News)	India News UP, News State UP/UK, Sahara Samay UP/UK, News 18 Uttar Pradesh /Uttarakhand and similar channels	1 to 3	4 to 6
14	Zee 24 Kalak	News and Current Affairs (Gujarati News)	ABP Asmita, Sandesh News, TV9 Gujarati, VTV Gujarati, News18 Gujarati, Free TV India News Gujarat, GSTV and similar channels	1 to 3	4 to 6

^ Hindi Speaking states include Arunachal Pradesh, Assam, Bihar, Chandigarh, Chhattisgarh, Dadra and Nagar Haveli, Daman and Diu, National Capital Territory of Delhi, Goa, Gujarat, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Jharkhand, Madhya Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Punjab, Rajasthan, Sikkim, Tripura, Uttar Pradesh and Uttarakhand.

**Table – D
Incentive Slabs**

Particular	Table- A & Slab 1 of Table C	Table- A & Slab 2 of Table C
Any Bouquet or Ala-carte Channel	15%	5%

- a.) MSO shall be considered eligible to avail the Penetration and LCN Incentive on Bouquet in the event it places all the Pay ZMCL Channels forming part of the Bouquet in the stipulated Slabs as stated in **Table A & C** herein above.
- b.) For calculating Penetration and LCN Slabs for Channels, all Local Channels and/or Platform Services of the MSO will be considered along with various broadcast channels.
- c.) In the event a Channel has different LCN ranks across MSO's network then the worst LCN rank (highest numerical value) will be considered for calculating the LCN Slab for such Channel.
- d.) In the event that the MSO, for any reason whatsoever, fails to place any Channel as per the defined Slabs in **Table C**, during any day of the month and is not able to restore the channel(s) in the defined Slabs within 3 days from such displacement ("Cure Period"), then the LCN Incentive for such Bouquets and Ala-carte Channels shall be withdrawn for that particular month.
- e.) MSO shall provide the LCN Report in the format set out in **Table No 3 of ANNEXURE VI** to this Agreement.

- f.) However, in the event that the MSO who had placed a certain Channel in committed Slab, for any reason whatsoever, fails to place the said Channel in the committed Slab but places the Channel in lower Slab, even for one day in any month during the Term, then for that entire concerned month the MSO shall be eligible for Incentive for that said Channel as per lower Slab.

3. Reports

In order to be eligible for any of aforementioned Incentives, the MSO shall provide ZMCL State wise Subscriber Reports along with the LCN Report and Reports for Special Incentives in the format set out in **ANNEXURE VI** to this Agreement.

- 4. Subscriber Records, Access and Audit:** ZMCL (through empanelled auditors) shall during the Audit referred to in **Clause 14** of this Agreement, be entitled to access the Records, SMS, CAS and related systems of the MSO in order to determine the correctness of various reports referred to in this **ANNEXURE IV**.
- 5.** ZMCL 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, ZMCL at sole discretion amend the Incentive Scheme in the event, during the Term, (i) ZMCL 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 Annexure and/ or the Agreement includes any additional channels (whether by way of a new launch, acquisition of any existing channel or otherwise), distributed by ZMCL and/ or its current or future subsidiaries, and in such an event ZMCL shall have the right to withdraw and/ or modify this Annexure and/ or the Incentives set out herein in its sole discretion.

ANNEXURE V**CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS****I. Subscription Fee:**

- (i) “**ZMCL’s share of MRP**” will be equal to the “MRP of A-la-Carte / MRP of Bouquet of Pay ZMCL Channel(s)” per month less of “Distribution Margin”.
- (ii) For each month or part thereof during the Term of the Agreement, the MSO shall pay to ZMCL, “Subscription Fee” to be calculated as ZMCL’s Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet as applicable reported by the MSO for that particular month.
- (iii) The Maximum Retail Price (MRP) per subscriber per month of ZMCL Channels availed on A-la-Carte basis is set out in **ANNEXURE II** and the MRP of Bouquet of pay ZMCL Channels is set out in **ANNEXURE III** to this Agreement. The MRP mentioned in the **ANNEXURE II & ANNEXURE III** to this Agreement, as referred to above, are exclusive of all taxes and levies.
- (iv) 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 **ANNEXURE VI** 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.
- (v) For the purpose of calculation of the Subscription Fee payable “Subscriber” means, for any calendar month, each Set Top Box, which is availing the ZMCL Channel(s) and/or bouquet of ZMCL Channels through the MSO.

II. Calculation of Subscription Fee**(a) In case MSO avails one or more or all ZMCL SD Channels on A-la-Carte basis:**

- (i) If the MSO 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 “ZMCL’s Share of MRP” of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the MSO for that month for that particular ZMCL Channel(s).

Illustration:

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

MRP of Zee News	= Rs. 00.10
ZMCL’s Share of MRP	= Rs. 00.08
<i>(Less of Distribution Margin)</i>	
Monthly Average Active Subscriber Level for Zee News reported by MSO	= 10,000 subscribers
Subscription Fee for Zee News for that month	= Rs. 00.08 x 10,000 = Rs. 800/-

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

- (ii) If the MSO 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 MSO, then the Subscription Fee for each of the A-la-Carte channels availed by MSO, 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 “ZMCL’s Share of MRP” of each channel(s).

Illustration:

If MSO has opted for Zee News on A-la-Carte basis and has placed Zee News in package “X” of the MSO. The Monthly Average Active Subscriber Level for a particular month reported by the MSO is 10,000 subscribers for package X, then the Subscription Fee payable by the MSO for that particular month for Zee News will be calculated as

MRP of Zee News	= Rs. 00.10
ZMCL’s Share of MRP (Less of Distribution Margin)	= Rs. 00.08
Monthly Average Active Subscriber Level for Package X reported by MSO	= 10,000 subscribers
Subscription Fee for Zee News for that month	= Rs. 00.08 x 10,000 = Rs. 800

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

(b) In case MSO avails one or more Bouquet(s) of ZMCL SD Channel(s):

- (i) the Monthly Subscription Fee payable by MSO to ZMCL for such Bouquet(s) shall be equal to “ZMCL’s Share of MRP” of the Bouquet multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the MSO for that particular month.

Illustration:

If MSO has opted for Family Pack Hindi SD and the Monthly Average Active Subscriber Level for a particular month reported by the MSO is 10,000 subscribers for Family Pack-SD, then the Subscription Fee payable by the MSO for that particular month will be calculated as

MRP of Family Pack SD	= Rs. 01.27
ZMCL’s Share of MRP (Less of Distribution Margin)	= Rs. 01. 016
Monthly Average Active Subscriber Level for Family Pack - SD reported by MSO	= 10,000 subscribers
Subscription Fee for Family Pack SD for that month	= Rs. 01.016 x 10,000 = Rs. 10,160

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

(c) In case an MSO avails one or more ZMCL SD Channels on A-la-Carte basis and also opts for different Bouquet(s) of Pay ZMCL 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 MSO to ZMCL shall be calculated on the basis of Clause II. (a)(i) above.
- (ii) For bouquet(s), the monthly Subscription Fee payable by MSO to ZMCL shall be calculated on the basis of Clause II. (b)(i) above.

1. In case the MSO 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 MSO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the MSO to ZMCL. Further it is also agreed by MSO that any other Independent Affiliate taken over by MSO during the term of this Agreement shall be treated as JVs and MSO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.
2. 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.
3. In the event the MSO fails to pay the Subscription Fee and/ or, upon expiry of, or termination of the Agreement, ZMCL shall be entitled to take back the possession of the Equipment from the MSO, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the MSO, the IRD Deposit shall be refunded to the MSO. In the event, the MSO fails to return the Equipment to ZMCL, the MSO shall be liable to pay a sum of Rs.1,000/- per day per IRD to ZMCL for the period during which the default continues. In case the MSO returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the MSO shall be liable to pay to ZMCL such charges as may be determined by ZMCL. ZMCL shall be authorized to deduct the cost of damages from the IRD Deposit.
4. All payments from the MSO to ZMCL under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of Zee Media Corporation Limited– A/c ZMCL Channels payable at its head office or any other place that may be specified by ZMCL in writing from time to time; or (ii) electronic wire transfer into ZMCL's Bank Account, accompanied by documentary evidence certified by the MSO's bank that the payment has been transferred to ZMCL's Bank Account.

III. Payment Terms

1. For each month during the Term of this Agreement, ZMCL 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 MSO, 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 MSO along with the due date of payment. MSO shall be liable to make payment for Subscription Fee as per the monthly invoice raised by ZMCL within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the MSO (Due Date) without any deduction except deduction of withholding tax/ TDS as provided in this Agreement.
2. Within seven days of end of each month, the MSO 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 **ANNEXURE VI** attached herewith, based on which ZMCL shall raise an invoice on the MSO.
3. In case the MSO fails to send the report within the said period of seven days from the end of each calendar month, ZMCL 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 MSO to ZMCL for the immediately preceding month, and the MSO shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.
4. The Parties will carry out reconciliation, between the Provisional Invoice raised by ZMCL and the monthly subscription reports sent by the MSO, within three (3) months from the date of submission of Monthly Subscriber Report by the MSO.
5. In case of default by the MSO on account of non-submission of Reports, it shall be deemed to be a material breach and entitle ZMCL to initiate appropriate steps for disconnection of signals of ZMCL Channel(s) and / or termination of this Agreement for material breach of this Agreement. In such an event ZMCL shall have an option to levy an additional charge

for said material breach whereby the MSO shall be liable to pay to ZMCL 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.

6. The MSO shall be required to make payments with 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 MSO shall constitute a material breach hereunder and ZMCL be entitled to switch off the signals of ZMCL Channels to entire network of the MSO. 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 MSO's obligation to pay the Subscription Fee by the Due Date, and ZMCL shall retain all of its other rights and remedies under the Agreement.
7. MSO shall make the payment of Subscription Fee irrespective of MSO's collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the MSO shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.
8. MSO 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 MSO and/or its affiliates, JVs, etc. from ZMCL, its affiliated companies (including any subsidiary and or associate entities of ZMCL), channel owners.
9. 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 MSO's cost and will be charged at the prevailing rates by ZMCL to the MSO.
10. 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 MSO shall provide tax withholding certificates to ZMCL within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.
11. **Invoice for Incentives to be raised by the MSO:**
It will be mandatory for the MSO to raise an invoice on ZMCL outlining the details of incentives availed by the MSO and payable by ZMCL for each month.
12. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, incentive parameters etc. arising out of the agreement, the MSO shall continue to make the payment of Subscription Fee as per the provision of **Clause 9** read along with this **ANNEXURE V** 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.

ANNEXURE VI
REPORT FORMAT

Table – 1: State-wise Monthly Subscription for bouquet of pay ZMCL Channel and/or a-la-carte Channel

(For each City to be submitted separately)

Monthly Average Active Subscriber Level of a ZMCL Channels or bouquet shall be arrived at by averaging the number of subscribers subscribing ZMCL 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.

Reported Month: _____ City: _____ Year: _____

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

Sl. No.	Name of ZMCL Channel	ZMCL Channel A-la-Carte Code	MSO's Package Name / Add-on Name / A-la-Carte	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14 th day of the month	Number of subscribers of the channel on 21 st day of the month	Number of subscribers of the channel on 28 th day of the month	Monthly Average Active Subscriber Level of the ZMCL 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 ZMCL Channels

Sl.	Name of the bouquet of pay ZMCL Channel	ZMCL Bouquet Code	MSO's Package Name / Add-on Name (if applicable)	Number of subscribers of the bouquet on 7 th day of the month	Number of subscribers of the bouquet on 14 th day of the month	Number of subscribers of the bouquet on 21 st day of the month	Number of subscribers of the bouquet on 28 th 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) Above information is required for all packages and Add-on offered by MSO in which respective ZMCL Channel(s) is offered by the MSO and also for ZMCL Channels offered by MSO on A-la-Carte Basis.
- (ii) MSO Package Name and Add-on name not applicable in case subscriber has opted for Bouquet of Pay ZMCL Channels.
- (iii) City wise report is required to be furnished by the MSO for its operational areas.
- (iv) Each set top box, located at a place indicated by the subscriber for receiving the signals of ZMCL Channels from the MSO, shall constitute one subscriber.
- (v) The reports shall be generated in non-editable PDF format, with read only permissions.

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

Sl. No.	State	Type of Subscriber (SD / HD)	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14 th day of the month	Number of subscribers of the channel on 21 st day of the month	Number of subscribers of the channel on 28 th day of the month	Monthly Average Active Subscriber of the MSO in State
(1)	(2)	(3)	(4)	(5)	(6)	(7)	$\frac{(8) = [(4)+(5)+(6)+(7)]}{4}$
1							
2							
3							

Table – 3: LCN Report for Pay ZMCL Channels

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

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

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

Table – 5: Active Subscriber Base of the MSO (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 21 st	Subs Count as on 28th	Average Subs Count

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

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

Table – 7: Active Pay Subscriber Base of Pay ZMCL Channel of the MSO

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

Table – 8: MSO Package wise Subscriber Base Report

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

ANNEXURE VII

DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER

(ON THE CAS 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 Conditional Access System (CAS) of our company for its digital cable network.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____, NETWORK ID: _____

Location of CAS servers (Database servers, ECMG, EMMG): _____

Details of Main and Backup CAS servers installed:

Server time format and time zone:

Database detail:

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

1. CAS does not have any facility to activate and deactivate STBs.
2. The current version of CAS does not have any history of hacking.
3. We have the capability of upgrading of CAS in case it gets hacked at any point of time.
4. The CAS is currently in use by other pay TV services providers including Multi System Operators (MSOs) and it has an aggregate of at least 1 million subscribers in the global pay TV market.
5. We, the CAS 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 MSO to its end subscribers.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.
7. This CAS 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 CAS 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 CAS
8. This CAS 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.

9. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.
10. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/ Subscriber Package introduced and made available by the Multi System Operator to its last mile subscribers.
- 11) The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
- 12) The CAS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the Multi System Operator within 24 hours.
- 12) That we _____(CAS Company Name) are fully compliant to the requirements of CAS system as per schedule III and Schedule IX of the of INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI.

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

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

Thanking you,

For (CAS company name)

(Signature)

Name: _____

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

Company seal:

ANNEXURE VIII

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 III and Schedule IX of the Interconnection Regulations, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including Multi System Operators (MSOs) that have an aggregate of at least 1 million subscribers in the global pay TV market (wherever applicable).
2. The SMS has the capacity to activate or deactivate services or STBs of at least 5%of the subscriber base of the distributor within 24 hours.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
4. 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 MSO.
5. 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.
6. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.
7. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands (as per period of service).
8. 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 MSO.
9. That we _____(SMS Company Name) are fully compliant to the requirements of SMS system as per schedule III and Schedule IX of the of THE TELECOMMUNICATION

(BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 as amended from time to time of TRAI.

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)

Name: _____

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

Company seal:

ANNEXURE IX
STB CONTENT PROTECTION DECLARATION
(ON STB COMPANY LETTERHEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____ having Registered Office at _____ and having its DAS Headend at _____ has taken Set-Top-Boxes (STB) mentioned below from our company for its distribution network. Please mention normal & Hybrid STB (Linux/Android) with model, Input and output detail:

- 1.
- 2.
- 3.
- 4.
- 5.

We hereby confirm that the audio/video outputs of the STBs:

- 1.
- 2.
- 3.
- 4.
- 5.

have the following copy protections as applicable:

- (a) Macro vision 7 or similar or better on composite video output.
- (b) High Bandwidth digital content protection (HDCP) 2.1 or similar or better copy protection on the HDMI & DVI output.
- (c) DTCP copy protection on the IP, USB or any applicable output ports.

Thanking you.

For (STB company name)

(Signature)

Name: _____

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

Company seal:

ANNEXURE X

SPECIFICATIONS FOR SET TOP BOXES (STBs), CONDITIONAL ACCESS SYSTEM (CAS) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

A. STB Requirements:

1. All the STBs should have Conditional Access.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Headend.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to receive the messages from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display
9. The STB must be compliant to the applicable Bureau of Indian Standards
10. The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

B. Fingerprinting Requirements:

1. MSO shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after 30.10.2019 shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software
4. The finger printing should not be removable by pressing any key on the remote of STB.
5. The Finger printing should be on the top most layer of the video.
6. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
7. The Finger printing should appear on all the screens in all scenarios, such as menu, 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 and/ or the VC.

10. The Finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the MSO without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after 30.10.2019 shall support the watermarking network logo for all pay channels at the encoder end.

C. Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements:

1. The MSO shall ensure that current version of the conditional access system (CAS), in use, should not have any history of hacking.

Explanation: A written declaration available with the MSO from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands.
3. The MSO should provide declaration document should contain inter-Alia
 - (i) Full Detail of Network Diagram including the location of Headend, Muxes and Encryption System including the insertion points of CAS.
 - (ii) Details of CAS system having inter-alia
 - (a) Locations/ Networks where deployed, and hacking history
 - (b) Antipiracy features of CAS.
4. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
5. The MSO shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
6. The SMS and CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
7. The MSO shall validate that the CAS has capability to upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
8. The fingerprinting should not get invalidated by use of any device or software.
9. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the MSO within 24 hours.
10. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.

11. The SMS & CAS should be capable of individually addressing subscribers for the purpose of generating the reports, on a channel by channel and STB by STB basis.
12. The SMS should be computerized and capable to record the vital 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 no
 - g. Mobile No
 - h. Email id
 - i. Channel, Bouquets and Service/ Package subscribed to
 - j. Unique STB No
 - k. Unique VC No
13. The SMS should be capable of:
 - a. Viewing and printing historical data in terms of the activations, deactivations of STBs etc.
 - b. Location of each and every set top box/ VC unit installed
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscribers.
14. The SMS should be capable of giving the reporting at any desired time about:
 - i. The total number of registered subscribers
 - ii. The total number of active subscribers
 - iii. The total number of temporary suspended subscribers
 - iv. The total number of deactivated subscribers
 - v. List of blacklisted STBs in the system
 - vi. Channel and bouquet wise monthly subscription report in the prescribed format
 - vii. The name of channels forming part of each bouquet
 - viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 - ix. The name of a-la-carte channel and bouquet subscribed by subscriber
 - x. The ageing report for subscription of a particular channel or bouquet.
15. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS
16. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.
17. It shall be possible to generate the following reports from the logs of the CAS:
 - a. STB-VC Pairing / De-Pairing
 - b. STB Activation / De-activation
 - c. Channels Assignment to STB
 - d. Report of the activations or the deactivations of a particular channel for a given period.

18. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc
19. The MSO shall ensure that the CAS & SMS system vendor have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
20. The MSO shall declare the details of the CAS and the SMS deployed for distribution of ZMCL Channels. In case of deployment of any additional CAS/ SMS, the same should be notified to ZMCL by the MSO.
21. Upon deactivation of any subscriber from the SMS, all programme / services shall be denied to that subscriber.
22. The MSO shall preserve unedited data of the CAS and the SMS for at least two years.

**ANNEXURE XI
DETAILS OF LICENSE AND IRDS**

(I) DETAILS OF CERTIFICATE / REGISTRATION ISSUED BY MINISTRY OF INFORMATION AND BROADCASTING TO OPERATE IN DAS AREA UNDER THE CABLE TELEVISION NETWORKS (REGULATION) ACT, 1995, AS AMENDED

Address (as on DAS License) –

Address of location of CAS & SMS –

(II) DETAILS OF INTEGRATED RECEIVER DECODERS (IRDs).

(Incase of Multiple Headend(s), the below table to be separately printed, filled and submitted for each headend of MSO)

Headend Name & Location:			
Authorized Areas sourced by Headend:			
Sr. No	Name of the Channel	Integrated Receiver Decoder (IRD) Number	Viewing Card (VC) Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			

(III) Address for locating equipment (IRDs):

- (l) All sub-operators and cable operators of the MSO as on the effective date of the Agreement through whom the Subscribers shall receive the Service during the term of the Agreement is as follows:

S. No	Affiliate (if applicable)	Sub-Operator	Address and contact details	Area	Subscriber base

ZMCL RIO

ANNEXURE XII

SCOPE OF AUDIT

- I. **Head End Audit** MSO should provide Complete Accurate Schematic Diagram of all their Head Ends (Back up/Mini, etc), Earth Stations, Systems and Processes for Audit and Auditing Purpose.
- MSO to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
 - Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX
 - All TS from MUX should be encrypted for the territory.
 - MSO to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only as per requirements defined in **Annexure X**.
 - 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 configuration to validate number of Transport Streams ("TS") configured with SID, scrambling status of each SID and ECM and EMM configuration.
 - Take screenshot of all Transport Streams from MUX and compare with results of field TS recording.
 - Take information of QAMs installed and powered to identify streams available for local insertion by LCOs.
 - Use FTA cable box/ TS analyser to confirm whether all channels are encrypted
- II. **CAS Audit:** MSO to provide all below information correctly: Make & version of CAS installed at Head End.
- CA system certificate to be provided by MSO.
 - CAS version installed should not have any history of hacking, certificate from CAS vendor required.
 - CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
 - CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.
 - STB's & cards to be uniquely paired from MSO before distributing box down the line.
 - MSO to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to ZMCL by means of a fresh undertaking.

- Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by MSO. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- MSO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.

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

- SMS and CAS 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 Packages subscribed to
 - Unique STB Number
 - Unique VC Number
- The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
- Location of each and every set top box VC unit
- The SMS should be capable of giving the reporting at any desired time about:
 - The total no subscribers authorized
 - The total no of subscribers on the network
 - The total no 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 Packagewise 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 2 years

1. Following parameters should be validated during the audit
 - i. Review Complete Network Diagram
 - ii. Undertaking from Operators for all SMS and CAS installed at Head end to identify Multiple CAS / SMS
 - iii. Certificate from CAS provider for details of CA 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 CAS Vendor.
 - iv. To check if MSO specific coding / ID is available for Finger Printing
 - v. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
 - vi. 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
 - vii. Review the subscriber's activation/ de-activation history in the SMS system
 - viii. Validate if the SMS is integrated with CAS.
 - ix. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
 - x. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.
 - xi. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
 - xii. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
 - xiii. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels

- xiv. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to ZMCL/ Aggregators.
- xv. 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,
- xvi. Review of the following reports are supported by SMS and CAS.
 - a. Total no of Subscribers – active & de-active separately
 - b. De-active subscribers with ageing
 - c. Channel wise Subscribers - total
 - d. Channel wise Subscribers – split by Bouquet / Subscriber Package
 - e. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
 - f. Subscriber/Revenue Reports by State/City
 - g. No of Bouquets / Subscriber Package offered
 - h. List of Channels / rates of each Bouquet / Subscriber Package
 - i. Rate Card Options offered / Attached with active Subscribers
 - j. Historical data reports
 - k. Free / demo Subscribers details
 - l. Exception cases – active only in SMS or CAS

IV. STB Audit: All STB should be individually paired in advance with unique smart card at central warehouse of MSO before handing down the line distribution.

- MSO to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).
- MSO should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by MSO's should be certified by their CAS vendor.
- ECM/EMM base Forced messaging and ticker mode should be available.
- All the STBs should have Conditional Access.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head end.
- 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: MSO 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 Finger Printing should not be removable by pressing any key from the remote.
- The OVERT Finger printing should be on the top most layer of the video.
- The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
- The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
- The Finger printing should be possible on global as well as on the individual STB basis.
- The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the MSO without any alteration with regard to the time, location, duration and frequency.
- Covert finger printing 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
 - Deactivation 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 deactivation 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 in to the system to generate different reports.

- List of CAS and SMS used by Operator in DAS area. In case more than one CAS 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 head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple CAS being used by MSO, to understand synchronization between multiple CAS and SMS.

VIII Basic Audit checks to be completed

- “As on Date” Reconciliation of VC and STB from complete CAS and SMS for the date of Audit. Any discrepancy of VC not active in CAS 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 from complete CAS and SMS for the historical months over the audit period. Any discrepancy of VC not active in CAS 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 numbers obtained from logs of complete CAS 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 from CAS 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 numbers for each channel obtained from Logs (Transactional logs as well as configuration logs) of complete CAS 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 CAS. The report should provide numbers of channels not in CAS for the product which were present in SMS package and vice versa
- A 3 way reconciliation on channel wise count of Broadcasting report, CAS 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 MSO 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/VC field samples with VC and STB data extracted during the audit from CAS and SMS. All exceptions to be reported.
- Auditor to compare TS recording data of MSO's CAS systems provided by Broadcaster during period under audit and CAS declared by the MSO. All exceptions to be reported in audit report.
- Auditor to highlight critical data not provided by MSO 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 VC's from SMS and compare with the VC's on which payment has been received through prepaid system from the customer in last 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 VC's from SMS and compare with the VC's on which complaint has been received in last 6 months. Any cases where complaint 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 whenever there were signals running in unencrypted mode during the Audit period.
- Auditors to report if TS 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

- MSO to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors
- MSO to allow auditors to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
- MSO to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
- All data from CAS and SMS server should be extracted by auditor in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS & 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 CAS & SMS data and should not leave the data extraction activity to CAS & SMS vendors.
- The Audit report shall contain the information sought in Schedule 1 to Schedule 4 of this Annexure XIII.

- All data to be extracted from backend using queries or verify the data obtained from SMS/CAS 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/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/VC
 - iv. Historical month-end active and de-active STB/VC wise subscriber counts and a report containing details of such STB/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/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

Schedule - 1

Distributor
Logo

Report title: **Total No. of Registered STBs**

Run Time:

Run Date:

Total no. of Registered STBs:

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 7 th	Count on 14 th	Count on 21 st	Count on 28 th	Average Count
.

Schedule - 3

Distributor
Logo

Report title: **Package wise Channels details**

Run Time:

Run Date:

Package wise channel details:

Sr No	Package/Alacarte Name (SMS)	Package/A-la-carte ID (SMS)	CAS 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)	Packag e/A-la-carte ID (SMS)	Fist VC activation date	Last suspensio n/ deactivation date	Last re-Activatio n date	Packag e start date	Package end date	VC Statu s
.

Application form for request of signals of ZMCL Channels by MSO
(As per Clause 10 (4), (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the MSO: _____
2. The names of Owners/Directors/Partners of the MSO: _____
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 Head-end, CAS and SMS deployed by MSO to be attached along with this Application.
10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:

As per the details provided in Schedule A

11. Area wise present subscriber base of the MSO: **As per the details provided in Schedule B**
12. List of channels and bouquets for which signals of television channels are requested: **As per the details provided in Schedule C**
13. Goods & Services Tax registration number: _____
14. PAN No. (Attach a copy): _____
15. Are the CAS/ SMS in compliance with the regulations: YES / NO
16. Copy of the report of the Auditor in compliance of the Schedule III and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017, if available (Copy Attached): YES / NO

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

DECLARATION

I _____ s/o, d/o _____,
(Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____ (Name of the MSO), 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 III and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations 2017 as amended from time to time. 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: _____

ANNEXURE XIII

FORMAT FOR DECLARATION OF MULTIPLE INSTALLATION ADDRESS(ES)

This Distribution Agreement (“**Agreement**”) No. _____ is entered into on this _____ day of _____ 20____ at New Delhi.

between

Zee Media Corporation 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: _____

SCHEDULE C

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

We are desirous of availing the signals of the following ZMCL 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	Want to avail signal of the Channel (Yes / No)
1	Zee News	News and Current Affairs	Hindi	ZSD-ZNEWS10	
2	Zee Hindustan	News and Current Affairs	Hindi	ZSD-ZHIND10	
3	Zee Business	News and Current Affairs	Hindi	ZSD-ZBUSN10	
4	Zee Salaam	News and Current Affairs	Urdu	ZSD-ZSALM10	
5	WION	News and Current Affairs	English	ZSD-ZWION10	
6	Zee 24 Taas	News and Current Affairs	Marathi	ZSD-ZTAAS10	
7	Zee 24 Ghanta	News and Current Affairs	Bangla	ZSD-24GTA10	
8	Zee Delhi NCR Haryana	News and Current Affairs	Hindi	ZSD-ZKLNG10	
9	Zee Bihar Jharkhand	News and Current Affairs	Hindi	ZSD-ZBHJH10	
10	Zee Punjab Haryana Himachal	News and Current Affairs	Hindi	ZSD-ZPNHH10	
11	Zee Madhya Pradesh Chhattisgarh	News and Current Affairs	Hindi	ZSD-ZMPCG10	
12	Zee Rajasthan News	News and Current Affairs	Hindi	ZSD-ZRAJN10	
13	Zee Uttar Pradesh Uttarakhand	News and Current Affairs	Hindi	ZSD-ZUPUK10	
14	Zee 24 Kalak	News and Current Affairs	Gujarati	ZSD-ZKALK10	
15	Ezmall.com	Miscellaneous	Hindi	ZSD-EZMAL10	
Total Count of ZMCL Channels to be availed on A-la-Carte Basis					

II. List of Bouquets of Pay ZMCL Channels

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

Sr. No.	Bouquet Name	Bouquet Code	Want to Avail the Bouquet
			(Yes / No)
1	Bouquet 1- ZMCL- Family Pack	ZSDB0NEWS100	
2	Bouquet 2- ZMCL- North Pack	ZSDB0NORT100	
3	Bouquet 3- ZMCL- East Pack	ZSDB0EAST100	
4	Bouquet 4- ZMCL- West Pack	ZSDB0WEST100	
5	Bouquet 5- ZMCL- South Pack	SDB0SOUT100	