

REFERENCE INTERCONNECTION OFFER (“RIO”)/ INTERCONNECTION AGREEMENT OF ZEE MEDIA CORPORATION LIMITED (“ZMCL”) FOR INTERNET PROTOCOL TELEVISION (“IPTV”) PLATFORM FOR INTERCONNECTION WITH IPTV OPERATORS.

ZMCL SHALL BE DISTRIBUTING ITS CHANNELS AS SET OUT HEREIN WITH EFFECT FROM FEBRUARY 1ST, 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 IN CONFORMANCE WITH THE TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 DATED 03.03.2017 AS AMENDED FROM TIME TO TIME, TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHTH) (ADDRESSABLE SYSTEMS) TARIFF ORDER, 2017 DATED 03.03.2017 AS AMENDED FROM TIME TO TIME 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”).

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 LAWS.

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

PURSUANT TO CLAUSE 7(1) IN CHAPTER III OF THE INTERCONNECTION REGULATIONS, ZMCL IS HEREBY OFFERING AND PUBLISHING THIS PRESENT RIO/INTERCONNECTION AGREEMENT FOR ITS CHANNELS AS DETAILED IN ANNEXURE II.

AS PER CLAUSE 10 (5) AND (6) OF CHAPTER IV OF THE INTERCONNECTION REGULATIONS, EVERY IPTV OPERATOR DESIROUS OF OBTAINING SIGNALS OF ZMCL CHANNELS SHALL MAKE A WRITTEN REQUEST IN THE APPLICATION FORM FOR REQUEST OF SIGNALS WHICH HAS ALREADY BEEN HOISTED ON ZMCL WEBSITE UNDER THE LINK <http://zeemedia.in/channel-pricing.html> over <http://zeemedia.in/index.html> THE IPTV OPERATOR 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 IPTV OPERATOR IN THE AFOREMENTIONED PRESCRIBED MANNER, ZMCL AND THE CONCERNED IPTV OPERATOR 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 IPTV OPERATOR WITH THEIR UNILATERAL CHANGES, SUCH INTERCONNECTION AGREEMENT SHALL BE DEEMED VOID AB-INITIO AND NON-BINDING.

ZMCL reserves its rights to revise/ modify/ alter the terms of this RIO and the Interconnection Agreement at its sole discretion concurrently in compliance with the applicable Laws.

In case ZMCL finds that the Addressable System (i.e. CAS, SMS and other digital Equipment), being used by the IPTV Operator for distribution of TV channels does not meet the requirements specified in Schedule III and Schedule IX of the Interconnection Regulations, it shall inform such IPTV Operator who shall immediately rectify the shortcomings and get its Addressable Systems audited by any auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such Auditor that its Addressable Systems meets the requirements specified in Schedule III and Schedule IX to the Interconnection Regulations.

In the event the IPTV Operator opts for downloading the Interconnection Agreement from the website of ZMCL and signs the said downloaded Interconnection Agreement, it shall be mandatory for the IPTV Operator 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. It is further clarified that any signed Agreement from the IPTV Operator shall not be legally binding (i) if the Interconnection Agreement sent by the IPTV Operator has any unilateral changes and/or (ii) if the said Interconnection Agreement is received after a new version of RIO/ Interconnection Agreement is uploaded by ZMCL on its website. In the event ZMCL modifies and uploads a revised RIO/ Interconnection Agreement on its website, any unexecuted Interconnection Agreement shall be null and void.

It is hereby clarified that in order to be eligible to execute this Interconnection Agreement and avail the signals of ZMCL Channels, the IPTV Operator should be in compliance with all applicable Laws including the TRAI Regulations. It is further clarified that in no event shall the IPTV Operator should not be in default of payment to ZMCL in terms of second proviso of Clause 3(2) of the Interconnection Regulations.

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

- i) PAN Card;
- ii) Goods and Services Tax Registration Certificate;
- iii) Tax Deduction Account Number (TAN)
- iv) Certificate / Registration issued to the IPTV Operator by the Ministry of Information and Broadcasting (MIB) to provide internet protocol television service from its IPTV Platform 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 IPTV Operator or an authority letter from the IPTV Operator authorizing _____ to execute the Interconnection Agreement on behalf of the IPTV Operator;
- 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**.

ZMCL has designated the following persons for receiving the request for interconnection from the IPTV Operator and their grievance redressal pertaining to this Agreement / Reference Interconnect Offer:

Name of Designated Person	Telephone Number	Email Address	Designated to receive request from the IPTV Operator in the State
Hemlata Sharma	+91-9654414510	hemlata.sharma@zeemedia.esselgroup.com	PAN INDIA

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): 14th Floor, 'A' Wing, Marathon Futurex, N M Joshi Marg, Lower Parel, Mumbai- 400013, Maharashtra (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

IPTV Operator (M/s): _____

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

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

Name of Authorised 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: _____

[1]

For IPTV Operator

For ZMCL

No.: _____ Mobile No. _____

Fax No – STD Code: _____ No. _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

Technical Person: _____

Mobile No. of Technical Person : _____

ZMCL and IPTV Operator 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 IPTV Operator has been granted registration No. _____ dated _____, by the Ministry of Information and Broadcasting, for providing IPTV services.
- c) Parties have agreed that ZMCL will provide the signals of subscribed ZMCL Channels to the IPTV Operator for the Authorised Areas as defined in **ANNEXURE I** and the IPTV Operator 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 IPTV Operator.
- 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 IPTV Operator”** shall mean total active subscribers of the IPTV Operator 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 IPTV Operator 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 IPTV Operator who have subscribed at least one High-Definition channel.

- 1.3 “Total Active Subscribers of the Channel”** shall mean total active subscribers of the ZMCL Channel which will be arrived at by adding up the average active subscribers who have opted the channel on a-la-carte basis and average active subscribers of such bouquets comprising of the said ala-carte channel.
- 1.4 “Addressable system”** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of authorisation made, through the Conditional Access System(CAS) and the subscriber management system(SMS), on the explicit choice and request of such subscriber, by the IPTV Operator
- 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 “Change Event”** means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the IPTV Operator or any change of control or change in the management or acquisition of majority stake or controlling stake of the IPTV Operator or acquisition by the IPTV Operator of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the IPTV Operator’s assets and/ or purchasing the whole or a substantial portion of the assets of another entity.
- 1.10 “Channels”** means all subscribed television ZMCL Channel licensed by ZMCL to IPTV Operator.
- 1.11 “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.
- 1.12 “Converted Channel(s)”** shall mean (i) Channel(s) converted from Free-to-Air to Pay or (ii) Channel(s) converted from Pay to Free-to-Air.
- 1.13 “Distribution Margin”** shall mean the margin which the IPTV Operator is entitled for the purpose of distribution of pay ZMCL Channels or bouquet of pay ZMCL Channels, as the case may be.
- 1.14 “Electronic Programme Guide” or “EPG”** means a program guide maintained by the IPTV Operator that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes.
- 1.15 “Equipment”** means any and all hardware/ software and other devices, including but not limited to IRDs and the paired Viewing Card(s) etc.
- 1.16 “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.

- 1.17 “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 IPTV Operator to ZMCL for availing signals of such channel.
- 1.18 “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;
- 1.19 “Identified Channel(s)”** means few ZMCL Channels which have been referred to as “Identified Channels” as detailed in **Table B** under **ANNEXURE IV**.
- 1.20 “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 IPTV Operator in the format(s) specified by ZMCL in **ANNEXURE VI**.
- 1.21 “Interconnection”** means commercial and technical arrangements under which IPTV Operator and ZMCL connect their equipment and networks to provide signals of ZMCL Channels to the subscribers
- 1.22 “Interconnection Agreement”** means this Agreement for providing signals of ZMCL Channels.
- 1.23 “Interconnection Regulation 2017”** shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rd March, 2017 as amended from time to time.
- 1.24 “Internet protocol television operator” or “IPTV operator”** means a person permitted by the Central Government to provide IPTV service;
- 1.25 “Internet protocol television service” or “IPTV service”** means delivery of multichannel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;
- 1.26 “IPTV Platform”** means the distribution network of an IPTV operator owned and operated by IPTV Operator which is used to re-transmit the signals of ZMCL Channels.
- 1.27 “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
- 1.28 “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.
- 1.29 “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 IPTV Operator and for which due authorization needs to be obtained from ZMCL for distribution of such channel to subscribers.
- 1.30 “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**.
- 1.31 “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.

- 1.32 “Platform” or “Distribution System”** means the addressable systems owned and operated by IPTV Operator which is used to re-transmit the signals of ZMCL Channels.
- 1.33 “Reference Interconnection Offer” or “RIO”** means this document published by ZMCL specifying terms and conditions on which the IPTV Operator may seek interconnection with ZMCL.
- 1.34 “Removed Channel”** shall mean any Channel(s) of which ZMCL ceases to grant right to the IPTV Operator under this Agreement.
- 1.35 “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 IPTV Operator.
- 1.36 “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 IPTV Operator.
- 1.37 “Smart Card”** means, in relation to a Subscriber, a card or other device issued by IPTV Operator 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 IPTV Operator.
- 1.38 “Subscriber”** means, a person who receives signals of ZMCL Channels, from the IPTV Operator, 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**.
- 1.39 “Subscriber Management System” or “SMS”** means a system or device which stores the subscriber records and details at the IPTV Operator'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 IPTV Operator.
- 1.40 “Subscription Fee”** means the Fees payable by IPTV Operator 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.
- 1.41 “Tariff Order”** means the Telecommunication (Broadcasting and Cable) Services (Eight) (Addressable Systems) Tariff Order, 2017 dated 3rd March, 2017 as amended from time.
- 1.42 “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”
- 1.43 “Territory”** means the territorial boundaries wherein ZMCL has authorised the IPTV Operator to retransmit the signals of ZMCL Channels.
- 1.44 “TRAI Regulations”** means Interconnection Regulations, Tariff Order and QoS.

1.45 “Viewing Card” means the ZMCL approved viewing card to be used in conjunction with the Receiver Box in order for IPTV Operator to access and decode each of the Channels.

1.46 “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 Channels/Bouquets less of Distribution Margin, payable by the IPTV Operator to ZMCL for availing the signals of pay ZMCL Channel 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 made thereunder 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 IPTV Operator at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement.

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

Provided further that the IPTV Operator 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
- (ii) the date of disconnect of signals of ZMCL Channels in event of its failure to enter into new interconnection agreement.

In the event the IPTV Operator opts for downloading Interconnection Agreement from the website of ZMCL and signs the said downloaded Agreement, it shall be mandatory for the IPTV Operator to send it to ZMCL within 7 days of signing. Such signed agreement shall be binding only after it is counter-signed by ZMCL and not otherwise. It is further clarified that any signed agreement from the IPTV Operator shall not be legally binding if it is received after a new version of RIO/ Interconnection Agreement is uploaded by ZMCL on its website. In the event ZMCL modifies and uploads a revised RIO/ Interconnection Agreement on its website, any unexecuted Interconnection Agreement shall be null and void.

3. Territory

The IPTV Operator has been granted license by MIB to operate in the Territory as mentioned in “**ANNEURE I Part (A)**” (hereinafter referred to as “Registered Area”). Further, ZMCL has allowed the IPTV Operator to operate within the specific area(s)/cities as stated in **ANNEXURE I Part (B)** (hereinafter referred to as “Authorised Area”).

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 IPTV Operator 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 IPTV Operator 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 IPTV Operator 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, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to IPTV Operator. 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 such Removed channel(s), would get adjusted as per the TRAI Regulations

5. **Rights Granted**

IPTV Operator shall have the non-exclusive right to carry the ZMCL Channels during the Term via its IPTV Platform in the Territory in an encrypted mode only on the digital "addressable systems" owned and operated by the IPTV Operator (the "**Platform**") for distribution to Subscribers strictly in terms of and in accordance with the applicable laws and regulations. The parties agree that on signing of this Agreement, IPTV Operator shall have the non-exclusive right to distribute the channels from its IPTV Platform Authorised Area, simultaneously upon receipt of signal along with the multiple audio feed, if any, without interruption, editing, interference or alteration, to the IPTV Operator's authorized subscribers only, hereinafter referred to as "Subscriber", as defined in **Clause 6** of this Agreement. All other rights and means of distribution not specifically and expressly granted to IPTV Operator are expressly excluded and reserved by ZMCL.

The IPTV Operator shall not be granted Time Shift, all kinds of Multiplexing, Pay Per View (PPV), Video on Demand (VoD) or Near Video on Demand (NVoD) rights and ZMCL reserves such rights. IPTV Operator shall not store any content of ZMCL satellite television channels for any reason whatsoever, including, but not limited for the purpose of providing to its Subscribers as part of any Free TV, Interactive TV, Online service, save and except for compliance recording. The IPTV Operator shall not transmit the signals of ZMCL of Channels to persons/entities who are not Subscribers. Further, under this Agreement, the IPTV Operator 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 involves exhibition/viewing of the ZMCL Channels beyond the scope of this Agreement.

Usage of Digital Video Recorder (DVR) and or Personal Video Recorder (PVR) by the IPTV Operator shall not be permitted. Nevertheless, use of DVR and PVR by the end consumer shall be allowed provided there is no automatic advertisement skipping function nor there is any mechanism whereby DVR and or PVR have a store and forward function.

IPTV Operator shall carry each of the Channels in their entirety on an “as-is” basis and continuously on a 24x7x365(6) basis at the time transmitted by ZMCL and its licensors along with multiple audio feed, if any, without any editing, dubbing, voice over, sub title, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic overlays, pull-through or crawls, deletions or additions.

IPTV Operator shall, under no circumstance, sub license and/ or assign and/ or transfer the rights granted to it by ZMCL.

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

Distribution is permitted only to STB’s of IPTV Operator on its “Platform”. Distribution right on all other platforms including Cable Television System, Mobile, Broadband, PC, Internet, Wireless, DTH, HITS, OTT or any other technology which may be introduced in future is not granted herein and the same are expressly withheld by ZMCL.

6. Authorised Subscriber

Authorised Subscriber shall mean any subscriber of the IPTV Operator who receives the signals of one or more of the 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 Authorised 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 IPTV Operator.

IPTV Operator shall not be permitted nor shall be entitled to activate the STB/ provide signals of any ZMCL Channels to any such subscribers who have not submitted Consumer / Subscriber Application Form (SAF) as per the requirement under the applicable Regulations/ Laws. Non-compliance of this condition shall be termed as a material breach which will entitle ZMCL to disconnect its channels by giving written Notice for non-compliance to the IPTV Operator.

Each Set Top Box in a household or unit in a multi-dwelling residential unit or at any place other than a residential unit shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) STB authorized by the IPTV Operator to receive the Channels then every such connection(s) shall be considered as a separate and distinct “Subscriber” in all respect including for calculation of Subscription Fees. IPTV Operator shall maintain proper and accurate records of each and every connection and would furnish the details to ZMCL.

7. Packaging

- 7.1 IPTV Operator undertakes to ZMCL that it shall package ZMCL Channels as per applicable law including but not limited to the relevant regulations notified by TRAI. IPTV Operator undertakes to ZMCL that no ZMCL Channel shall be included in any package or tier that contains any channel with pornographic content or any gambling channel.
- 7.2 The Bouquets of Pay ZMCL Channels offered by ZMCL, and for which interconnection agreement has been signed with ZMCL, shall be offered by the IPTV Operator 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 IPTV Operator is offering such ZMCL Channels on a-la-carte basis to Subscribers.

8. Main Obligations of IPTV Operator

- 8.1 The IPTV Operator 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).
- 8.2 The IPTV Operator shall offer to all subscribers the bouquet(s) of Pay ZMCL Channels offered by ZMCL for which interconnection agreement has been signed with ZMCL, without any alteration in composition of the bouquet(s) of Pay ZMCL Channels.
- 8.3 IPTV Operator shall retransmit the signals of all ZMCL Channels only in a securely encrypted manner and without any alteration to its subscribers.
- 8.4 IPTV Operator shall display name and maximum retail price of all the ZMCL Channels opted by the IPTV Operator in its electronic programme guide.
- 8.5 Further, the IPTV Operator 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 IPTV Operator 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 IPTV Operator shall not distribute the ZMCL Channels outside the Territory through any other mode without the express written consent/agreement of ZMCL.
- 8.8 The IPTV Operator before availing the signals of TV channels shall submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of TV channels meet the requirements specified in the **ANNEXURE X** of this Agreement. In case ZMCL finds that the Addressable System (i.e. CAS, SMS and other digital equipment) being used by the IPTV Operator for distribution of ZMCL Channels does not meet the requirements specified in **ANNEXURE X** of this Agreement, it shall inform such IPTV Operator and the IPTV Operator shall get the addressable system audited by any auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such Auditor that the IPTV Operator's addressable systems meets the requirements specified in said **ANNEXURE X**.

- 8.9 IPTV Operator 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 IPTV Operator shall not apply for registration of ZMCL's Trade mark as a Trade mark 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. IPTV Operator shall not acquire or claim any proprietary rights in the intellectual property of ZMCL.
- 8.10 It is agreed that no independent advertising shall be inserted by IPTV Operator and IPTV Operator shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.
- 8.11 IPTV Operator 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, ensure distribution only to persons in the IPTV Operator's SMS and CAS database and operating within the limits of the subscription rights as conferred in terms of this Agreement.
- 8.12 The IPTV Operator 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 various 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 IPTV Operator will have to comply with the all the conditions stipulated in the respective Incentive Scheme(s).

9.2 Calculation of Subscription Fee

During the Term, the IPTV Operator 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 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 IPTV Operator agrees to pay to ZMCL, the monthly Subscription Fee as per the terms set out in **ANNEXURE V**, any default by the IPTV Operator 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 IPTV Operator.

11. Watermark/Logo

The IPTV Operator shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the IPTV Operator. However, no such watermark/logo shall be used by the IPTV Operator which conveys or indicates ZMCL's and/or its Licensor's brand logo in any manner whatsoever. The IPTV Operator 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 IPTV Operator 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 IPTV Operator 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 IPTV Operator with respect to competing channels on a genre 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 IPTV Operator to place a channel under sub-genre within the genre declared for the channel by the broadcaster(s).

- (iii) The IPTV Operator 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 IPTV Operator 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 if in the event ZMCL changes the genre of a ZMCL Channel then the IPTV Operator 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, IPTV Operator shall apprise and make available to ZMCL the EPG Policy of the IPTV Operator's platform.

- (vi) Electronic Program Guide (EPG) wherein the channels being carried on the IPTV Operator's network can be arranged in a simple and easy to understand manner so that the subscriber can easily go through this guide and select the channel of choice instead of flipping through all the channels

- (vii) During the entire duration of the term, the EPG of IPTV Operator shall always contain the MRP of the Pay Channel the information of the programs being shown on all ZMCL channels in a manner approved by ZMCL without any cost or fee to ZMCL. IPTV Operator shall provide the format in which the said information regarding all the channels shall be furnished by ZMCL.

13. Delivery and Security

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

The transmission specifications and infrastructure allocated by IPTV Operator in respect of the broadcast signals of the ZMCL Channels by IPTV Operator to its Subscribers shall be no worse than that of the signal of any other channel within the same genre on its IPTV 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 IPTV Operator 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 the IPTV Operator intends to make any changes to the Addressable System's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the IPTV Operator shall intimate the same to ZMCL by submitting Form for Change in Addressable Systems which is made available on ZMCL's Website.

14. Audit

- (I) The IPTV Operator shall on or before 31st December of every Calendar Year must furnish to ZMCL a detailed audit report after causing audit of its Subscriber Management System (SMS), Conditional Access System (CAS) and other related systems by an auditor empaneled by the Authority within 24 hours from the generation of such Audit Report, to verify that the monthly subscription reports made available by the IPTV Operator 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 IPTV Operator 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 IPTV Operator does not meet requirements specified under the Schedule III and Schedule IX of Interconnection Regulation, 2017, ZMCL shall have the right not more than once in a Calendar Year, after communicating to the reasons in writing to the IPTV Operator, to audit the SMS, CAS and other related system of the IPTV Operator by an auditor empaneled by the Authority.
- (III) The IPTV Operator 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 IPTV Operator, then the IPTV Operator 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 IPTV Operator to be due for such period by two percent (2%) or more, the IPTV Operator shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.
- (V) Provided also that ZMCL shall have a right to disconnect signals of ZMCL Channels, after giving written notice of three (3) weeks to the IPTV Operator, if such audit conducted in terms of Clause 14(II) reveals that the addressable system being used by the IPTV Operator does not meet the requirements specified in the Schedule III and Schedule IX of the Interconnection Regulation.
- (VI) IPTV Operator 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 IPTV Operator 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 IPTV Operator 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 with a penalty
- (VIII) Notwithstanding what is stated hereinabove, the IPTV Operator will maintain at its own expense a subscriber management system (“SMS”) compliant to the technical specifications set out in **ANNEXURE X**.
- (IX) The IPTV Operator 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 IPTV Operator shall ensure that it’s 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) IPTV Operator 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 IPTV Operator’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 empaneled 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 IPTV Operator; 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 IPTV Operator shall give empaneled 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, empaneled 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 IPTV Operator agrees to extend reasonable co-operation in this regard.
- (XIII) The scope of such audit conducted by empaneled Auditors in accordance with **Clause 14** shall be as set out in **ANNEXURE XII**. The IPTV Operator shall provide full cooperation to the empaneled auditors appointed by ZMCL in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to IPTV Operator'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. IPTV Operator shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The IPTV Operator shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in Clause 15 herein below. Any breach by or on the part of the IPTV Operator with regard to the above covenants shall be construed as material breach of this Agreement.
- (XIV) IPTV Operator 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 IPTV Operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access 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 IPTV Operator 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, empaneled 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 IPTV Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

The IPTV Operator 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 IPTV Operator at the time these Channels are made available. If the IPTV Operator 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 IPTV Operator shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the ZMCL Channels for any other purpose, notify ZMCL and the IPTV Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the IPTV Operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the IPTV Operator and the subscriber. The IPTV Operator 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 IPTV Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from ZMCL. Any communication under this Clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However, the “information” may even be provided by ZMCL representatives through other means of communications such as telephonic message, fax etc. and the said “information” shall later be confirmed by ZMCL through e-mail and the IPTV Operator shall be under obligation to act upon such information.

16. Reports

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

The IPTV Operator 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 IPTV Operator shall consist of the Monthly subscriber numbers of the A-la-Carte channel(s) or bouquet(s) or IPTV Operator 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.

IPTV Operator 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

IPTV Operator 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 msr@zeemedia.esselgroup.com within the stipulated timeline. The Parties agree that timely submission of Reports shall be a material obligation on part of the IPTV Operator and essence of the contract. In event if the IPTV Operator 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 IPTV Operator opts for any of the Incentive Scheme(s) all the required details as per stipulated formats shall be provided by the IPTV Operator to ZMCL. Such monthly Reports shall be signed and attested by an officer of the IPTV Operator 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 IPTV Operator merges with, acquires or is acquired by a competing IPTV Operator operating in the Territory ("Competing Platform") and ZMCL Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the 'ZMCL Channel pursuant to this Agreement or IPTV Operator distributes the said Channel to the Subscribers of the Competing Platform, IPTV Operator 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 IPTV Operator 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 IPTV Operator 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 IPTV Operator 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 IPTV Operator 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 IPTV Operator 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 IPTV OPERATOR 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 licence or any other material permission necessary for the IPTV Operator to operate its IPTV service being revoked at any time other than due to the fault of the IPTV Operator.

20.2 ZMCL shall have the right to terminate this Agreement:

- i. by a prior written notice of twenty-one (21) days to the IPTV Operator, if IPTV Operator breaches any of the Anti-Piracy Requirements; or
- ii. if ZMCL discontinues the ZMCL Channels with respect to all distributors in the Territory or if IPTV OPERATOR discontinues its cable business.

20.3 The IPTV Operator shall have the right to terminate this Agreement on written notice to ZMCL if the IPTV Operator discontinues its business and provides at least ninety (90) days prior written notice.

20.4 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 IPTV Operator on the date of the expiry of the agreement due to efflux of time.

20.5 The procedure for disconnection of signals of the Channels by ZMCL shall be subject to the provisions contained in the Interconnection Regulations dated 3rd March, 2017 notified by TRAI.

20.6 In the event the IRD Box/CAM and or Viewing Card is/are transferred to any other location in breach of this Agreement, this Agreement shall be automatically terminated without prejudice to any other rights of ZMCL under this Agreement or Law.

20.7 ZMCL shall have the right to disconnect the Channels provided to the IPTV Operator at any time by giving a prior written notice of 21 (twenty-one) calendar days, specifying the reasons for such disconnection.

20.8 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. IPTV Operator'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 obligations of the Parties; and
- iii. the confidentiality obligations of the Parties; and
- iv. such other rights as may accrue to the Parties under applicable laws.

In addition, IPTV Operator shall forthwith:

- i. cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as ZMCL and its licensors may require;
- ii. cease to provide or distribute/ transmit the ZMCL Channels to the Subscribers;
- iii. return the IRDs to ZMCL and its licensors.
- iv. The IPTV Operator shall prepare and deliver to ZMCL a final Subscriber Report relating to any amounts due to ZMCL forthwith;
- v. All Promotional Materials of ZMCL and/or Confidential Information, which are in the possession of the IPTV Operator or under their control shall be returned to ZMCL or be otherwise disposed of in accordance with the ZMCL's directions;

The expiry or termination of the Agreement shall be without prejudice to any rights which have already accrued to either Party under the Agreement prior to the date of expiry or termination.

The Parties shall immediately cease to make any representations that they are associated with each other in the Area.

Termination of the Agreement shall not absolve the IPTV Operator of its obligations and stipulations under the Agreement.

The provisions of Clauses 25 and 27 shall survive the termination of this Agreement.

22. Intellectual Property

- (l) 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 IPTV Operator agrees and undertakes to distribute the channels in their entirety in the same manner as such 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 IPTV Operator shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The IPTV Operator acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the Service) are and shall remain the exclusive property of ZMCL and its licensor(s), as applicable. The IPTV Operator 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 IPTV Operator with respect to the programmes included in the Channels. The IPTV Operator shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by ZMCL or its programme suppliers/licensor(s) and disclosed to IPTV Operator by ZMCL for the purpose of this Agreement. ZMCL acknowledges and agrees that the IPTV Operator shall have the right to use the Channel Marks to promote the Channel(s) through programme guide, programme 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 IPTV Operator 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 IPTV Operator undertakes, represents and warrants to ZMCL that:
 - (a) the IPTV Operator has conducted its business at all times in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the IPTV Operator to operate the Distribution System within the Authorized Area. The registration or license to operate the Distribution System within the Authorized Area and all other necessary supporting documents are valid and shall continue to remain valid during the Term of this Agreement. The IPTV Operator confirms that it shall comply with and abide by the applicable Laws including the TRAI Regulations and shall duly inform ZMCL in the event of any changes or

termination in its registrations or in the event of a change in its name and address within 10 (ten) calendar days of such change. Any failure on the part of the IPTV Operator to inform ZMCL in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement;

- (b) the IPTV Operator has not received any written 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 IPTV Operator 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 IPTV Operator shall not generate or retransmit any unencrypted signals or feeds from its Head End;
- (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 otherwise deal with the Channels except as expressly authorized under this Agreement;
- (g) it shall not distribute the Channels (i) outside the Authorised Area; (ii) to any Person other than the Subscriber in a manner specified in the Agreement;
- (h) it has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently so as to enable the IPTV Operator to discharge all its obligations under this Agreement. The IPTV Operator further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;
- (i) all information provided by the IPTV Operator to ZMCL in connection with this Agreement has been provided in good faith. All information which has been provided by the IPTV Operator to ZMCL in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.
- (j) the IPTV Operator has not received any petition for, and no order has been made or a resolution been passed for the winding up/ insolvency/ liquidation of the IPTV Operator or for the appointment of any provisional liquidator/ interim resolution professional or administrator over any or all the assets of the IPTV Operator or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the IPTV Operator and no analogous procedure or step is being taken or is pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the IPTV Operator.

- (k) there are no legal proceedings pending against the IPTV Operator which would materially affect the ability of the IPTV Operator to perform its obligations under this Agreement.

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.

- (III) Except as expressly set out in this Agreement and to the maximum extent permitted by Law, the Channels are provided by ZMCL on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to quality, merchantability, fitness for purpose or non-infringement or that the services will be error free or uninterrupted.
- (IV) The IPTV Operator further represents and warrants that:
- a. all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s);
 - b. that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this Agreement. The IPTV Operator further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the Agreement and based on their opinion has accepted that this Agreement is suitable and appropriate for the IPTV Operator.
 - c. it has agreed to all terms and conditions of this Agreement after due discussion with ZMCL. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, the same shall be construed as if drafted jointly by both the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

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 IPTV Operator 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 IPTV Operator, or actual or threatened breach of any terms of this Agreement by the IPTV Operator (including but not limited to breach of any representation and warranty provided by the IPTV Operator 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 IPTV Operator, 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 IPTV Operator 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 IPTV Operator undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of IPTV Operator. Nothing in this Agreement or the contract(s) executed between the Subscriber and the IPTV 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 IPTV Operator, 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 whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.
- (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 IPTV Operator to ZMCL in any given Financial Year.

26. Compliance with Laws

The IPTV Operator 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. The IPTV Operator further agree that the IPTV Operator, and any person working on its behalf in connection with the services or this Agreement shall not make any payment or transfer anything of value, directly or indirectly to: any government official or employee (including employees of government-owned and government-controlled corporations and public international organizations); any political party, official of a political party, or candidate for public office; any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official; any other person or entity in a corrupt or improper effort to obtain or retain business or any advantage, in connection with ZMCL's affairs; any person selling a competing product in order to eliminate or restrict competition, including, but not limited to, agreements to divide the market; or any other person or entity; if such payment or transfer would violate the applicable law of the country.

27. Confidentiality

- (I) Subject to Clause 27 (III) 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.

- (II) Any information provided by one party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other.
- (III) 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 the Confidential Information has come into the public domain, otherwise than as a direct or indirect consequence of any breach of the terms and conditions of this Agreement and through no fault of that Party; or
 - (d) 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 to restrain the other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.

29. Guarantee

The IPTV Operator shall procure that its affiliates who are operating in the area comply with the terms of this Agreement and perform their obligations hereunder. The IPTV Operator guarantees the performance of the obligations of its affiliates under the terms of this Agreement. Any breach or default of this clause will make the IPTV Operator liable for any such non-compliance and penal action thereto.

30. Agency

Neither the IPTV Operator 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 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 IPTV Operator.

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. No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to

exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

32. Force Majeure

32.1 Failure on the part of the IPTV Operator 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, lightening, 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.

32.2 Any accrued payment obligation of the IPTV Operator prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

33. Assignment

The IPTV Operator 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 IPTV Operator.

34. Notices

Every Notice provided for in this Agreement shall be in writing and shall be transmitted by Email or facsimile transmission, and then confirmed by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognised Courier Service The above provisions shall mutatis mutandis apply to delivery of invoice or to any other communication under this Agreement

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 IPTV Operator:

Designation: _____

Address: _____

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 from the IPTV Operator and their grievance redressal pertaining to this Agreement

ZMCL has designated the following persons for receiving the request for interconnection and/or expansion of Territory from the IPTV Operator and their grievance redressal pertaining to this Agreement:

Name of Designated Person	Telephone Number	Email Address	Designated to receive request from the IPTV Operator in the State
Hemlata Sharma	+91-9654414510	<a href="mailto:hemlata.sharma@zeemedi
a.esselgroup.com">hemlata.sharma@zeemedi a.esselgroup.com	PAN INDIA

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, 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 IPTV Operator]

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)

Authorised Area:

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

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

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

*In the event the IPTV Operator 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).

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

ANNEXURE II**LIST OF ZMCL CHANNELS**

ANNEXURE II**LIST OF ZMCL CHANNELS**

IPTV OPERATOR 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 Chattisgarh	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 IPTV OPERATOR on A-la-Carte Basis: _____

- * **Note:**
1. The MRP mentioned for the a-la-carte Pay ZMCL 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 Pay 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

IPTV Operator 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).

ZMCL RIO

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 IPTV OPERATOR 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 IPTV OPERATOR to avail the incentives on MRP of A-la-Carte & Bouquet of Pay ZMCL Channels.

Penetration & LCN Incentive: IPTV OPERATOR 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 IPTV OPERATOR” 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 IPTV OPERATOR” in Primary Market. In case of the Standard-Definition ZMCL Channel, Total Active Subscribers shall mean total active subscribers of the IPTV OPERATOR 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 IPTV OPERATOR who have subscribed to at least one High-Definition channel.

The above incentive shall be contingent along with LCN requirement i.e. IPTV OPERATOR 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 IPTV OPERATOR 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 Chattisgarh	Madhya Pradesh & Chattisgarh^
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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

- (x) 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 Chattisgarh	News and Current Affairs (MPCG News)	Bansal News, IBC 24, India News MP, Sadhna News MP/CG, Sahara Samay MP/CG, News18 Madhya Pradesh/ Chattishgarh, 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 (UPOK 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.) IPTV OPERATOR 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 IPTV OPERATOR will be considered along with various broadcast channels.
- c.) In the event a Channel has different LCN ranks across IPTV OPERATOR’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 IPTV OPERATOR, 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.) IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR 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 empaneled 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 IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR.

II. Calculation of Subscription Fee

(a) In case IPTV OPERATOR avails one or more or all ZMCL SD Channels on A-la-Carte basis:

- (i) If the IPTV OPERATOR is providing the channels on A-la-Carte basis to its subscribers, the Monthly Subscription Fee for such A-la-Carte channel(s) shall be equal to “ZMCL’s Share of MRP” of that A-la-Carte Channel multiplied by the number of Monthly Average Active Subscriber Level reported by the IPTV OPERATOR for that month for that particular ZMCL Channel(s).

Illustration:

If IPTV OPERATOR has opted for Zee News on A-la-Carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the IPTV OPERATOR is 10,000 subscribers for Zee News, then the Subscription Fee payable by the IPTV OPERATOR 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 IPTV Operator= 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 IPTV OPERATOR does not offer such opted A-la-Carte channel(s) on A-la-Carte basis to its subscriber but offers the A-la-Carte channel(s) in packages of the IPTV OPERATOR, then the Subscription Fee for each of the A-la-Carte channels availed by IPTV OPERATOR, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte channel has been placed multiplied by “ZMCL’s Share of MRP” of each channel(s).

Illustration:

If IPTV OPERATOR has opted for Zee News on A-la-Carte basis and has placed Zee News in package “X” of the IPTV OPERATOR. The Monthly Average Active Subscriber Level for a particular month reported by the IPTV OPERATOR is 10,000 subscribers for package X, then the Subscription Fee payable by the IPTV OPERATOR 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 Package X reported by IPTV Operator=	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 IPTV OPERATOR avails one or more Bouquet(s) of ZMCL SD Channel(s):

- (i) the Monthly Subscription Fee payable by IPTV OPERATOR 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 IPTV OPERATOR for that particular month.

Illustration:

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

MRP of Family Pack SD	= Rs. 01.27
ZMCL’s Share of MRP	= Rs. 01.016
<i>(Less of Distribution Margin)</i>	
Monthly Average Active Subscriber Level for Family Pack SD reported by IPTV Operator=	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 IPTV OPERATOR 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 IPTV OPERATOR to ZMCL shall be calculated on the basis of Clause II. (a)(i) above.
 - (ii) For bouquet(s), the monthly Subscription Fee payable by IPTV OPERATOR to ZMCL shall be calculated on the basis of Clause II. (b)(i) above.
1. In case the IPTV OPERATOR operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the IPTV OPERATOR to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the IPTV OPERATOR to ZMCL. Further it is also agreed by IPTV OPERATOR that any other Independent Affiliate taken over by IPTV OPERATOR during the term of this Agreement shall be treated as JVs and IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the IPTV OPERATOR, the IRD Deposit shall be refunded to the IPTV OPERATOR. In the event, the IPTV OPERATOR fails to return the Equipment to ZMCL, the IPTV OPERATOR 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 IPTV OPERATOR returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR'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 IPTV OPERATOR, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by IPTV OPERATOR along with the due date of payment. IPTV OPERATOR 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 IPTV OPERATOR (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 IPTV OPERATOR shall provide the subscriber report stating the number of subscribers along with the other reports for that month in the format(s) set - out in **ANNEXURE VI** attached herewith, based on which ZMCL shall raise an invoice on the IPTV OPERATOR.
3. In case the IPTV OPERATOR 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 IPTV OPERATOR to ZMCL for the immediately preceding month, and the IPTV OPERATOR shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.
4. The Parties will carry out reconciliation, between the Provisional Invoice raised by ZMCL and the monthly subscription reports sent by the IPTV OPERATOR, within three (3) months from the date of submission of Monthly Subscriber Report by the IPTV OPERATOR.
5. In case of default by the IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR shall constitute a material breach hereunder and ZMCL be entitled to switch off the signals of ZMCL Channels to entire network of the IPTV OPERATOR. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5% (“Default Interest Rate”). The imposition and collection of interest on late payments does not constitute a waiver of the IPTV OPERATOR’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. IPTV OPERATOR shall make the payment of Subscription Fee irrespective of IPTV OPERATOR’s collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the IPTV OPERATOR shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.
8. IPTV OPERATOR shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the IPTV OPERATOR 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 IPTV OPERATOR’s cost and will be charged at the prevailing rates by ZMCL to the IPTV OPERATOR.

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 IPTV OPERATOR 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 IPTV OPERATOR:

It will be mandatory for the IPTV OPERATOR to raise an invoice on ZMCL outlining the details of incentives availed by the IPTV OPERATOR 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 IPTV OPERATOR 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	IPTV Operator'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	IPTV Operator's Package Name / Add-on Name (if applicable)	Number of subscriber 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 subscriber 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 IPTV OPERATOR in which respective ZMCL Channel(s) is offered by the IPTV OPERATOR and also for ZMCL Channels offered by IPTV OPERATOR on A-la-Carte Basis.
- (ii) IPTV OPERATOR 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 IPTV OPERATOR 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 IPTV OPERATOR, 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 IPTV OPERATOR

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 IPTV OPERATOR in State
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(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 IPTV OPERATOR 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 IPTV OPERATOR (FTA + Pay Channel)

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

Table – 6: Free-to-Air Subscriber Base of the IPTV OPERATOR 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 IPTV OPERATOR

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: IPTV OPERATOR Package wise Subscriber Base Report

S. N.	State	District	City	IPTV OPERATOR Package Name	IPTV OPERATOR 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 headend at _____ has installed Conditional Access System (CAS) of our company for its IPTV 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 dated 3rd March, 2017, 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 IPTV Operators 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 IPTV Operator 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 IPTV 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 IPTV Operator within 24 hours.
13. That we _____(CAS Company Name) are fully compliant to the requirements of CAS system as per schedule III and Schedule IX of the of THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 of TRAI.

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.

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

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 headend at _____ has installed SMS of our Company for its IPTV 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 dated 3rd March, 2017, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including IPTV Operators 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 IPTV Operator.
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 IPTV Operator.

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 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 Internet Protocol TV 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. IPTV Operator 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 of the STB in all scenarios, such as menu, EPG, Settings, blank screen, and games etc.
8. The location, font colour, background colour of finger printing 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 IPTV Operator 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 IPTV Operator 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 IPTV Operator 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 in editable format since inception with date and time stamp of log generation, 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. All these commands should be in a format which is readable and should have required parameters/elements which can be analysed to drive channel-wise count
3. The IPTV Operator 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 IPTV Operator 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 IPTV Operator 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 IPTV Operator 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
 - 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 IPTV Operator shall ensure that the CAS & SMS system vendors should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
 20. The IPTV Operator 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 IPTV Operator.
 21. Upon deactivation of any subscriber from the SMS, all programme / services shall be denied to that subscriber.
 22. The IPTV Operator shall preserve unedited data of the CAS and the SMS for at least two years.

ANNEXURE XI
DETAILS OF IRDS

(I) DETAILS OF INTEGRATED RECEIVER DECODERS (IRD's).

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			
15			

(II) Address for locating equipment (IRDs):

ANNEXURE XII

SCOPE OF AUDIT

- I. **Head End Audit** IPTV Operator should provide Complete Accurate Schematic Diagram of all their Head Ends (Backup / Mini, etc), Earth Stations, Systems and Processes for Audit and Auditing Purpose.
- IPTV Operator 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.
 - IPTV Operator 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:** IPTV Operator to provide all below information correctly: Make & version of CAS installed at Head End.
- CA system certificate to be provided by IPTV Operator.
 - 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 IPTV Operator before distributing box down the line.

- IPTV Operator 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 IPTV Operator. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- IPTV Operator 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 Packagesubscribed 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 IPTV Operator 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 IPTV Operator before handing down the line distribution.

- IPTV Operator to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).

- IPTV Operator should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by IPTV Operator's should be certified by their CAS vendor.
- Forensic watermarking to be implemented on the IPTV Operator headend & STBs.
- ECM/EMM base Forced messaging full screen 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:** IPTV Operator should provide below information in detail:
- Service area to be defined.
- VI. Anti-Piracy Measure:** Use of any device or software should not invalidate the fingerprinting.
- The OVERT 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 IPTV Operator 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 IPTV Operator. In case more than one CAS and SMS system is used by IPTV Operator, then understand and analyze how the markets are segregated, controlled, reported and invoiced.
- Similarly, list of head-ends of the operator providing IPTV services and for such head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple CAS being used by IPTV Operator, 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 IPTV Operator but not activated/subscribed by any customer. All such channels where IRD's are active but subscriber count is zero should be reported.
- Reconciliation of LCN and Genre declared by broadcaster with the actual LCN and genre found during Audit. All mismatches of LCN and genres found during audit to be reported.
- Report the channels found running in Unencrypted or analogue mode on the day of Audit
- Auditor to compare the STB/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 IPTV Operator's CAS systems provided by Broadcaster during period under audit and CAS declared by the IPTV Operator. All exceptions to be reported in audit report.
- Auditor to highlight critical data not provided by IPTV Operator or the data which was not available or any other exclusion and limitations. Auditor to provide his assessment whether those exclusions and limitation limit ascertaining of true and correct subscriber count.
- Auditor to highlight if any free access (to be defined) channels are available
- Auditor to compare 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 logged has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception.
- All cases to be reported after analyzing logs of MUX/Scramblers 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

- IPTV Operator to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors
- IPTV Operator 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)
- IPTV Operator 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



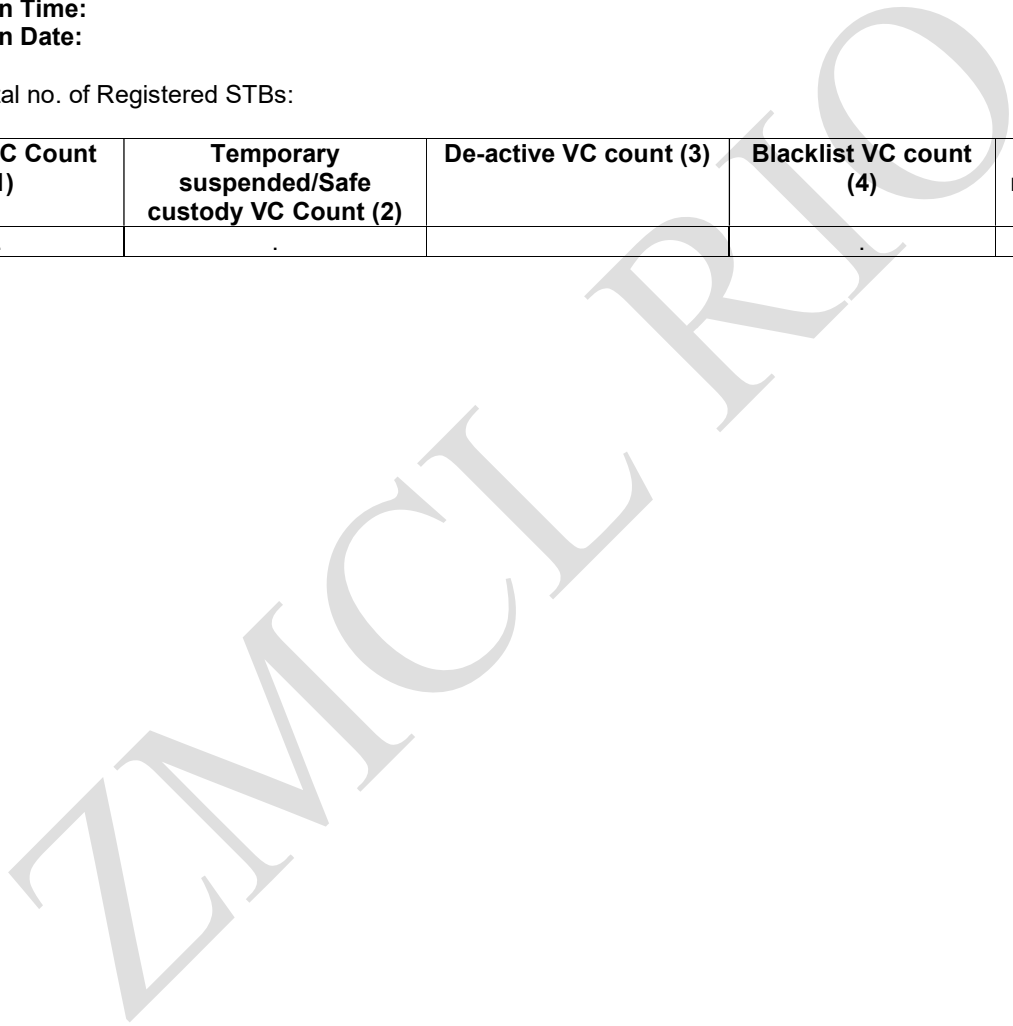
Report title: **Total No. of Registered STBs**

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



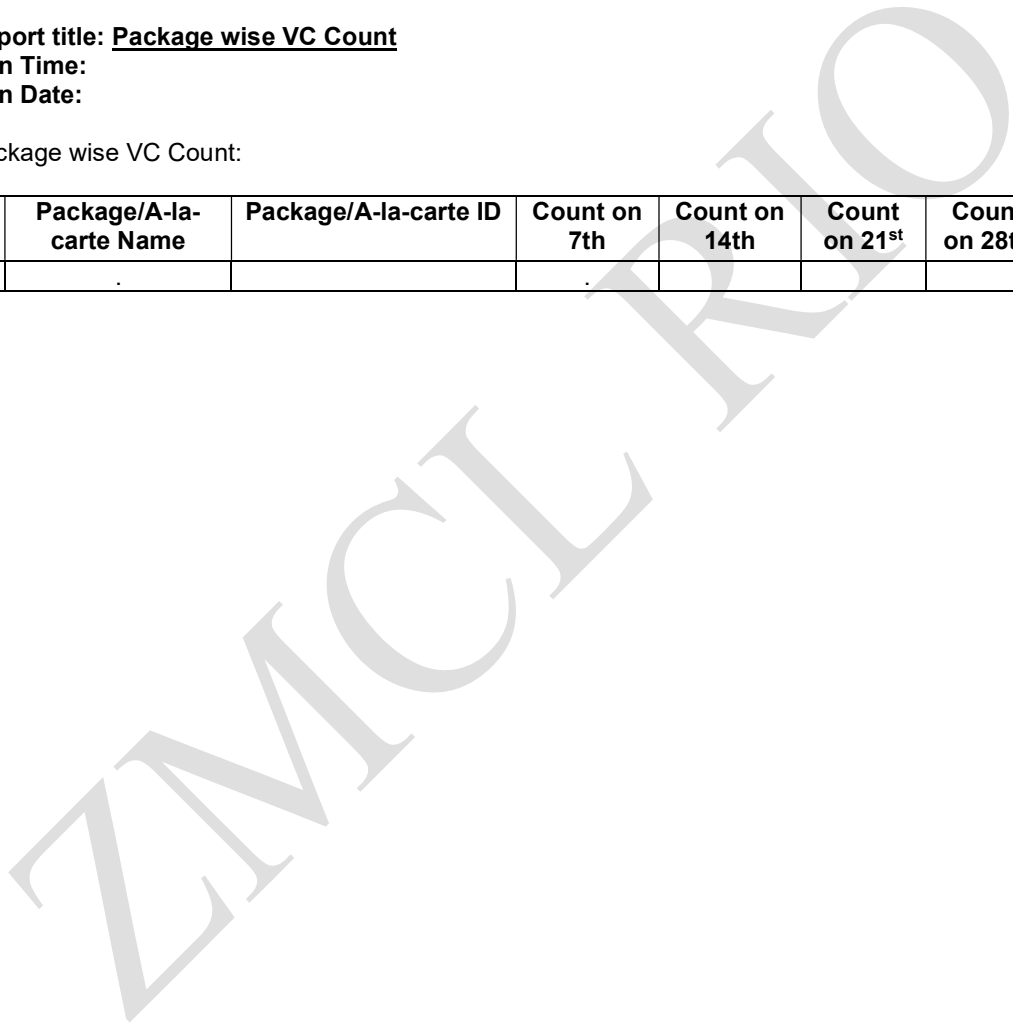
Report title: Package wise VC Count

Run Time:

Run Date:

Package wise VC Count:

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



Schedule - 3

Distributor
Logo

Report title: Package wise Channels details

Run Time:

Run Date:

Package wise channel details:

Sr No	Package/Alacarte Name (SMS)	Package/Alacarte ID (SMS)	CAS PIRD ID	Channel name	Broadcaster	FTA or PAID status
.

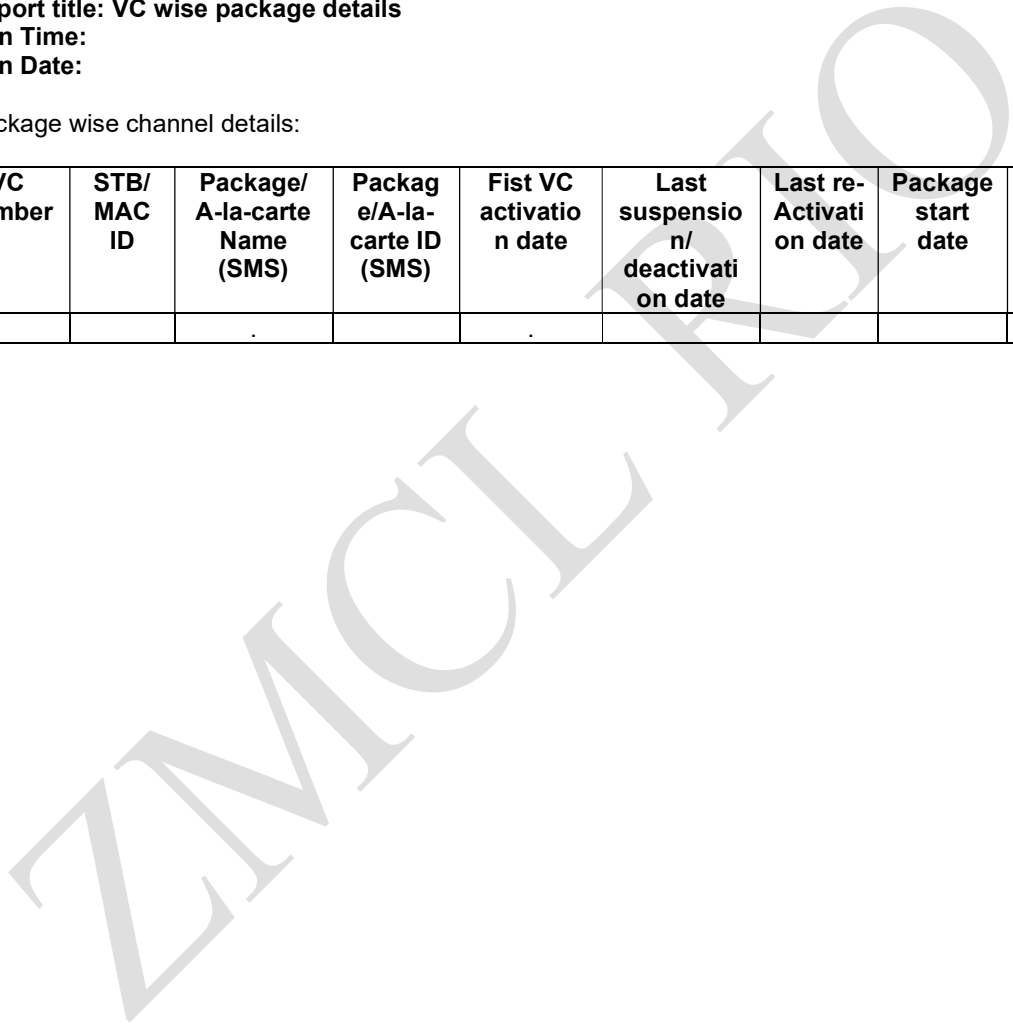
Schedule - 4



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 suspension/ deactivation date	Last re-Activation on date	Package start date	Packag e end date	VC Status



Application form for request of signals of ZMCL Channels

(As per Clause 10 (4), (5) and (6) of Chapter IV of the Interconnection Regulations)

1. Name of the IPTV Operator: _____
2. The names of Owners/Directors/Partners of the IPTV Operator: _____
3. Registered Office address: _____
4. Address for communication: _____
5. Name of the contact person/ Authorized Representative: _____
6. Telephone: _____, Mobile: _____
7. Email address: _____
8. Copy of certificate of registration/ permission/ license (Copy Attached): _____ (Yes / NO)
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the IPTV Operator to be attached along with this Application Form.
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: _____
11. Area wise present subscriber base of the IPTV Operator: _____
12. List of channels and bouquets for which signals of television channels are requested: **As per the details provided in Schedule A**
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)

Name: _____

Designation: _____

Date and Place: _____

DECLARATION

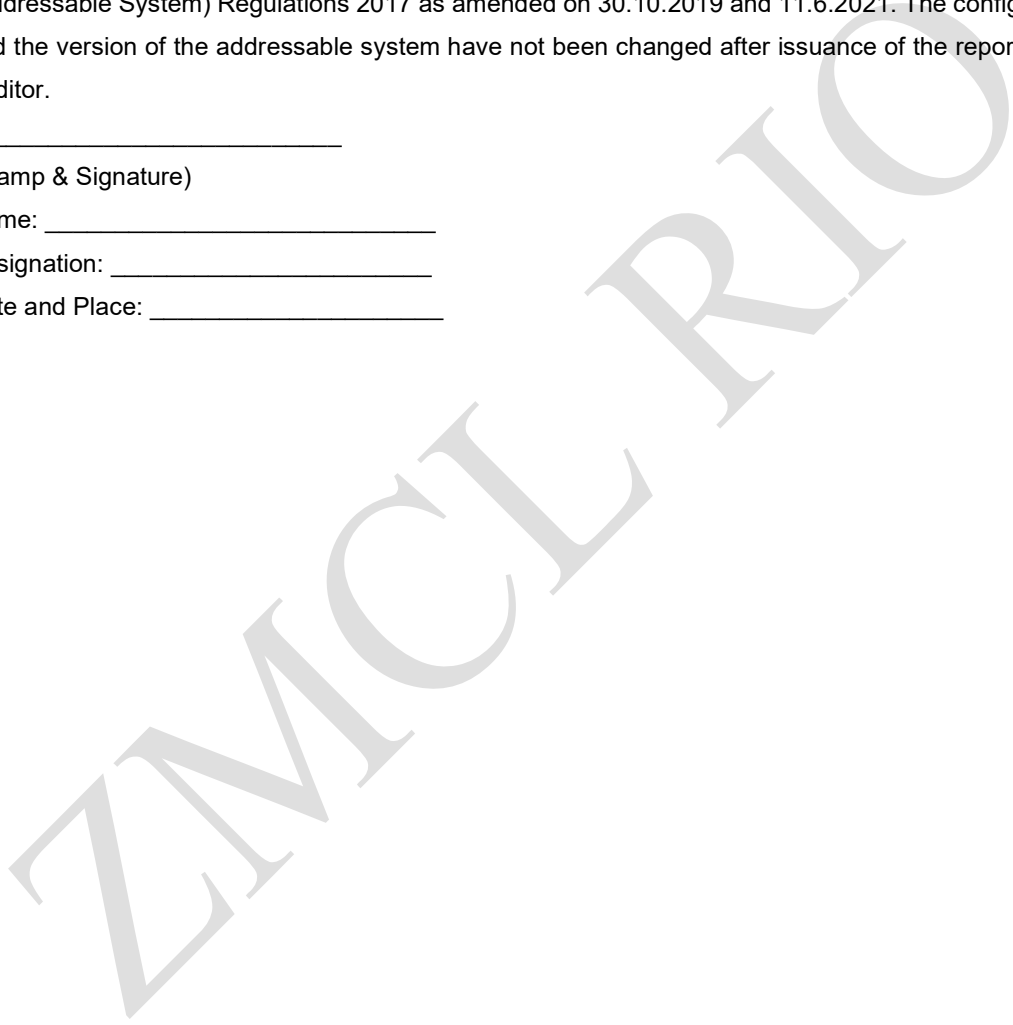
I _____ s/o, d/o _____,
_____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of
_____ (Name of IPTV Operator), do hereby declare that the details
provided above are true and correct. I state that the addressable systems installed for distribution of
television channels meet the technical and other requirements specified in the Schedule III and
Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection
(Addressable System) Regulations 2017 as amended on 30.10.2019 and 11.6.2021. 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: _____



SCHEDULE A**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-ZKLN10	
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 Chattisgarh	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 I- 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	ZSDB0SOUT100	