

REFERENCE INTERCONNECT OFFER FOR CARRIAGE OF CHANNELS

This Carriage Agreement ("**Agreement**") is executed on this _____ day of _____, 2018, by and between:

M/s ACT Digital Home Entertainment Private Limited , a company incorporated under the Companies Act, 1956, having its having its Registered Office at Trade Centre, 4th Floor, 29/A, Race Course Road, Bangalore-560 001 and Branch Office at D. No. 32-2-5, Ratna Complex, 1st Floor, Anjamma Street, Prajasakthi Nagar, Mogalrajpuram, Vijayawada-520 010 [hereinafter referred to as "**ACTD/MSO**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its holding company, affiliates, joint ventures, successors and assigns];

AND

_____, a Company / Partnership Firm/Proprietorship Firm/Individual/HUF/Other having its registered office at _____ and correspondence Address at _____ represented by its _____ bearing PAN No. _____ & GST No. _____

[hereinafter referred to as "**Broadcaster/ Authorised Agent**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include the heirs, executors and administrators in the case of a sole proprietorship; 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; the successors and

permitted assigns in the case of a company; and karta and coparceners in the case of a Hindu Undivided Family (“HUF”)].

ACTD and Broadcaster/Authorised Agent may hereinafter individually and collectively be referred to as “Party” and “Parties”, respectively.

WHEREAS :

- A. **ACTD** is a Multi – System Operator and is authorized to retransmit signals of television channels through the Cable Television Networks of ACTD in the Area(s).
- B. Broadcaster/Authorised Agent owns and operates various satellite television channels, including the Channel(s) (as defined below).
- C. The Broadcaster/Authorized Agent has approached ACTD for carriage of the Channel(s) on ACTD’s Cable Television Networks (as defined below) for re-transmission and re-distribution of the Channel(s) in the Areas (as defined below).
- D. ACTD has agreed to carry the Channel(s) on ACTD’s Cable Television Networks, subject to available Network Capacity, so as to re-transmit and re-distribute the Channel(s) in the Areas and the Broadcaster/Authorized Agent has agreed to such carriage, re-transmission and re-distribution of the Channel(s) by ACTD in the Areas, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:-

1. DEFINITION :

In this Agreement, unless the context otherwise requires, the following defined expressions shall have such respective meaning as has been assigned to them hereunder.

- a) “Active subscriber”, means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals;

- b) “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 programs 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 the authorization made, on the choice and request of such subscriber, by the distributor of television channels;
- c) “Agreement”, “this Agreement”, “reference interconnection offer” and/or “RIO” means this Channel Carriage Agreement together with recitals and the Annexes, and includes any modifications thereof. This agreement published by ACTD/MSO specifying terms and conditions on which the Broadcaster may seek interconnection with ACTD for carrying their channels. As required under the Regulation, the conditions relating to, including but not limited to, target market, rate of carriage fee per month, average active subscriber base of standard definition set top boxes and high definition set top boxes at the time of publication of this RIO, discounts, if any, offered on the rate of carriage fee, manner of calculation of Carriage Fee payable to ACTD and other necessary conditions shall form part of this Agreement;
- d) “Applicable Laws” means law, regulation, direction, notification or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the Telecom Regulatory Authority of India (“TRAI”) and the Ministry of Information & Broadcasting, Government of India (“MIB”).
- e) “a-la-carte” or “a-la-carte channel” with reference to offering of a television channel means offering the channel individually on a standalone basis;
- f) “Area(s)” means such areas within the Territory, as are specified in **Annexure A**, in which the Cable Television Networks of ACTD provide signals of channels to their subscribers.
- g) “average active subscriber base” means the number arrived by averaging the active subscriber base count in the manner specified in **Annexure E** to this Agreement in compliance to the Schedule VII of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 including any amendments thereof.

- h) “bouquet” or “bouquet of channels” means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly;
- i) “Broadcaster(s)” means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services; and identified in **Annexure B** attached hereto, which is/are the owner(s) and operator(s) of their Channel(s).
- j) “Cable Service” means the transmission of programs including retransmission of signals of television channels through cables;
- k) “Cable Television Network” or “cable TV network” means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers in the areas that are identified in **Annexure A** annexed to this Agreement and that are owned/operated by ACTD;
- l) “Channel(s)” means a 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” and the television channel(s) of the Broadcasters, as are detailed in **Annexure B**.
- m) “.Carriage Fee” means the fee payable by Broadcaster/Authorised Agent to ACTD, only for the purpose of carrying the Channel(s) through ACTD’s Cable Television Networks, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, seeking assignment of a particular number to such channels and calculated in accordance with Annexure D to this Agreement in compliance to the Schedule I of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as issued by the Authority, including any amendments thereof;
- n) For the purpose of calculation of “Carriage Fee”, the number of channels in a bouquet(s) as offered by the Broadcaster shall be treated as 1 (One) on individual basis and accordingly carriage fee shall be calculated.

- o) “multi-system operator” or “MSO” means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;
- p) “set top box” or “STB” means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;
- q) “subscriber” means a person who receives broadcasting services, from a distributor of television channels, 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.
- r) “Term” means the period of 1 (one) year of validity of this Agreement, commencing from the Effective Date, unless this Agreement is terminated earlier in accordance with the provisions of this Agreement.
- s) “Territory” means DAS Phase I, II, III and/or IV areas (as applicable), as notified by the Central Government.

2. GRANT OF RIGHT OF ACCESS (CARRIAGE) TO ACTD’S CABLE TV NETWORKS FOR THE CHANNELS:

- a) By and under this reference interconnect offer, the Broadcaster/Authorised Agent hereby requests ACTD to carry the Channel(s) and pursuant to the said request and upon the Broadcaster / Authorised Agent providing the duly filled application/declaration as set out in **Annexure F** (annexed hereto) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 to ACTD has agreed to carry the Channels of the Broadcaster on 24x7 basis and without any disruption and interruption subject to the regular and timely payment of Carriage fee as is set forth in this agreement, for the sole purpose of re-transmitting and re-distributing the Channel/s in the Areas through ACTD’s Cable Television Networks on its addressable system.

- b) ACTD hereby agrees to carry the Channel(s) of the Broadcaster/ Authorised Agent on the Cable Television Networks of ACTD subject to, inter alia, technical and commercial parameters set out herein after in **Annexures C and D** respectively of this Agreement.
- c) Subject to TRAI Regulation and MRP as declared by the Broadcaster, ACTD shall have right to charge such price from the Subscribers [for subscribing the channels/package], as may be decided by ACTD and offer discount on MRP at its sole discretion from time to time. It is explicitly made clear and understood by the Broadcaster that Broadcaster does not have any right to receive any share of subscription charges received by ACTD from the Subscribers subscribing the Channel(s) or package comprised of Channel(s), unless otherwise stated in the TRAI Regulation. It is also made explicitly clear and acknowledged by the Broadcaster that ACTD has no obligation or liability to pay any subscription charges to the Broadcaster under this agreement/RIO, whether such Channel(s) is a free to air channels or a Pay channel and/or a bouquet thereof, unless a separate subscription agreement is signed for subscribing the channels.
- d) To carry the Channel(s) as per the genre of the channel(s) as specified by the Broadcaster in accordance with extant TRAI regulation. ACTD shall have the sole right to assign the LCN and also change the same as per the terms of this Agreement/RIO and in compliance of the TRAI Regulation. ACTD shall always have full flexibility in terms of packaging the Channels in any of its consumer offerings/packages/tiers/a-la carte including putting the Channels in one or more tiers / packages / consumer offerings.

3. CARRIAGE FEES & PAYMENT TERMS :

- a) During the Term, in consideration of ACTD carrying, retransmitting and redistributing the Channel/s in the Areas through its Cable Television Networks, the Broadcaster/Authorised Agent shall pay the Carriage Fee for each channel per subscriber per month as shall be computed as set forth in the **Annexure D** hereto, which shall be payable on or before the fifteenth day of date of invoice for the respective quarter ("Due Date").

For the purpose of avoiding any ambiguity it is clarified that the Carriage Fee amount, for each month or part thereof, during the term of this Agreement shall be calculated as per the sub-

regulation (1) of the regulation 8 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 ("Regulation"), in accordance with Schedule I read with Schedule VII set out therein and provided in Annexure D hereto.

- b) In addition, the Broadcaster shall be liable for the payment of all applicable taxes, cesses, etc. including Goods and Service tax, as may be applicable on the Carriage Fee payable by the Broadcaster/Authorised Agent to ACTD.
- c) ACTD shall raise invoice on Broadcaster/ Authorised Agent towards the Carriage Fee (along with applicable taxes) payable by them as shall be computed basis the quantum of carriage fee charged per Channel per Subscriber per month, as is set forth in **Annexure D** attached to this Agreement. For the purpose of clarity, it is reiterated that the Carriage fee is exclusive of all applicable taxes.
- d) Payment of any Carriage Fee to ACTD shall be made by Broadcaster/ Authorised Agent either by (i) Demand Draft in favour of 'ACTD Digital Home Entertainment Private Limited', payable at its registered office or any other place that may be specified by ACTD in writing from time to time; or (ii) electronic wire transfer into ACTD's Bank Account, accompanied by documentary evidence certified by the Broadcaster / Authorised Agent's bank that the payment has been transferred to ACTD's bank account, post deduction of applicable Tax Deduction at Sources in terms of the provisions of Indian Income Tax Act, 1961 , certification of which shall be provided by Broadcaster/ Authorised Agent to ACTD as per the timeline specified under the Indian Income Tax laws.

In the event of failure or neglect by the Broadcaster / Authorised Agent in making payment of the Carriage Fee by the Due Date, the Broadcaster/ Authorised Agent shall be liable to pay interest on the delayed payment shall be liable to pay simple interest on the delayed payment at the rate 2% over and above of the base rate of interest of the State Bank of India per annum from the date such amounts became due until those are fully and finally paid.

In the event a cheque issued by the Broadcaster/Authorized Agent is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to ACTD under applicable laws, the Broadcaster/Authorized Agent shall be liable to pay ACTD an amount of Rs. 5,000/- (Rupees Five Thousand Only) for each such dishonored, disapproved or rejected cheque.

4. TERM, TERMINATION & EFFECT OF TERMINATION:

a. This Agreement shall be valid for a period of one year commencing from _____2018 (Effective Date) and shall remain valid until _____, 2019, unless terminated earlier in accordance with the provisions of this Agreement (“Term”). If the Parties hereto wish to renew this Agreement on the expiry of the Term, both Parties shall enter into discussions at least sixty (60) days prior to the expiry of the Term with a view to enter into a new agreement on mutually agreed terms with effect from the expiry of this Agreement. However this agreement will be deemed as automatically renewed for a successive period of one year until a new agreement is signed and/or unless either party gives written notice of its intention not to renew the agreement before expiration of the current Term.

b. Termination:

Termination on the happening of an event:

This Agreement may be terminated by ACTD or the Broadcaster/ Authorised Agent, subject to Applicable Laws, prior to its expiry in the following circumstances:

- i. In the event of a material breach by either party of their obligations under this Agreement, which has not been cured within fifteen days of being required in writing to do so.
- ii. Non-payment of Carriage Fees by the Broadcaster/ Authorised Agent before the Due Date.

c. This Agreement will stand automatically terminated in the event of:

- i. either Party’s insolvency, bankruptcy, liquidation, dissolution, winding up, assignment to the benefit of its creditors, appointment of a receiver; and
- ii. suspension, cancellation or revocation of the requisite approvals, licenses, authorizations and permits of either Party from the concerned governmental or regulatory bodies, that are necessary for the purposes of this Agreement.
- iii. if the monthly subscription for that channel is less than 5% (Five percent) of the monthly average active subscriber base of ACTD in the target market, in each of the immediately preceding 6 (six) consecutive months.

d. In the event of termination of this Agreement by ACTD under clause 4 b or 4 c above, ACTD shall be entitled to cease to carry, re-transmit and re-distribute the Channel/s of the

Broadcaster/Authorised Agent and shall be entitled to retain the integrated receiver decoders, CAM Modules, viewing cards/smart cards, remotes of the Channel/s and/or any other equipment used in relation thereto ("Equipment") of the Channel/s until all the outstanding amounts are cleared. Further, ACTD shall be entitled to initiate appropriate legal proceedings against the Broadcaster/Authorised Agent for, inter-alia, recovery of outstanding amounts and any other equitable remedy that may be available to ACTD.

- e. It is hereby clarified that the termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination and / or such clause which by its very nature extends or applies to the Parties even after termination.

5. REPRESENTATIONS AND WARRANTIES:

- a. The Parties hereby represent, undertake and warrant to each other that they have requisite powers and authority to enter into this Agreement and to fully perform its obligations hereunder. They are respectively competent in law and have full right and absolute authority to enter into this Agreement and to fully perform their rights and obligations and that there is no legal or other impediment in their doing so. This Agreement duly executed and delivered by the Parties constitutes a valid and binding obligation of the respective Parties enforceable against each respective Party in accordance with its terms. They shall at all times during the Term, and also otherwise, comply with all the laws applicable to them respectively.
- b. Broadcaster/Authorised Agent represents, warrants, declares, undertakes and agrees that:
 - i. Broadcaster/Authorised Agent is the sole, absolute, exclusive and unencumbered legal owner of the Channel(s) which it is exhibiting, broadcasting and retransmitting through ACTD's Cable TV Network within the Territory.
 - ii. The Broadcaster has valid and subsisting license issued by the Ministry of Information and Broadcasting and has Intellectual Property Rights including Copyrights, contained in the programme content of the Channel/s.
 - iii. The programme content for each of the Channel(s) shall correspond and represent the appropriate genre indicated by the Broadcaster, including the language of the Channel(s).
 - iv. There is no present or prospective claim, proceeding or litigation in respect of the programme content of the Channel(s), or the title thereof, or the ownership of copyright in the programme

content of the Channel(s) which may in any manner infringe upon any third party's rights. ACTD shall not be liable to the Broadcaster or any other party for any infringement of copyrights of any third party or any other illegality in respect of the programme content of the Channel(s). The Broadcaster shall be solely responsible for ensuring that the intellectual property rights of the Channel(s)/Broadcaster remain protected in the Area and ACTD shall not be held liable for violation of such intellectual property rights in any manner;

- v. That the exercise of rights accruing through the Channel(s) being re-transmitted through ACTD's Cable Television Network, shall not in any way constitute any infringement of the intellectual property rights, copyright, trademark, moral right or other proprietary right or interest or any other rights of any third party, nor shall it be defamatory, in contempt or breach of any provision of the statute, or Programme Code and/or Advertising Code (provided under The Cable Television Network Rules, 1994, as amended from time to time). Broadcaster / Authorised Agent shall hold ACTD indemnified and harmless against all claims, damages, costs and expenses including but not limited to attorney's fees arising out of any breach of the foregoing.
- vi. The Broadcaster shall ensure compliance with all the laws which are applicable for content in television channels including but not limited to Advertisement Code, Programme Code as prescribed in the Cable Television Networks Act, 1995, the Cinematograph Act, 1957, the Indecent Representation of Women (Prohibition) Act, 1986, The Copyright Act, 1957 and rules framed thereunder and all such applicable Acts and Regulations governing the Broadcaster by any Govt./Regulatory Authority as amended from time to time.
- vii. The Broadcaster shall ensure that the service signals delivered are of quality as stipulated in relevant TRAI regulations/applicable standard and are comparable to other television signals being received and retransmitted by ACTD. In event of Broadcaster failing to arrange for signals of the stipulated quality/standard, ACTD shall be absolved of its obligation to retransmit Broadcaster signals. Broadcaster shall not have any right of messaging through their IRD/Decoders or any other system which blocks the view of the Channel(s) programme to the subscribers. This will be governed by the Quality of the Service Regulation issued by TRAI from time to time.

6. INDEMNITY:

The Broadcaster/Authorised Agent/s hereby agrees to indemnify ACTD, hold harmless & undertakes to defend ACTD and its respective employees, officers, directors, agents, subcontractors, affiliates and subsidiaries against any claims, liabilities, costs, damages and

expenses (including, without limitation, reasonable attorney's fees) by any third party as a result of such claim with regard to:

- i) Broadcaster's acts, omissions, misstatements, representations and warranties and breach of the any of its obligations, terms and conditions of this Agreement;
- ii) Taxes/charges/cess/levies (and interest or penalties assessed thereon) against ACTD pursuant to non-compliance of any of the terms and conditions agreed in this Agreement;
- iii) Claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with the failure to comply with its regulatory/legal requirements and connected compliances; and
- iv) claim, proceeding or litigation in respect of the programme content of the Channel(s), or the title thereof, or the ownership of copyright in the programme content of the Channel(s) or any other illegality in respect of the programme content of the Channel(s) which may in any manner infringe upon any third party's rights and initiated by said third parties.

7. LIMITATION OF LIABILITY:

Notwithstanding anything contained in this Agreement, including the Indemnification provisions, the entire liability of ACTD for any and all claims arising out of this Agreement to the Broadcaster or to any third party shall not exceed the lowest Carriage Fee for any 1 (one) month that has till such date been received by ACTD from the Broadcaster. Liability in excess of such paid Carriage Fee, if any, shall be borne by the Broadcaster.

8. MISCELLANEOUS:

(a) Confidentiality:

- a. For the purpose of this Agreement, the term "Confidential Information" shall be deemed to be all information howsoever furnished or supplied or caused to be furnished or supplied to the Broadcaster / Authorised Agent or obtained or received by the Broadcaster / Authorised Agent in oral, written, electronic or any other form including but not limited to information which is of a technical, commercial, legal or financial nature pertaining to the business or operations of the ACTD and other persons with whom the ACTD has financial, legal or commercial dealings. For the avoidance of doubt, such Confidential Information shall include, without limitation, the tapes, compact disc's and the contents thereof, computer

programs, codes, specifications, systems, know-how, processes, ideas, inventions (whether or not patentable), client data, other technical, business and financial information and all information concerning current, future or proposed business, marketing or sales plans and any and all other information or materials relating to the business and operations of the ACTD and any information obtained by the Broadcaster / Authorised Agent through access to any of the ACTD's Information Systems which, if not otherwise described above, are of such a nature that a reasonable person would believe it to be confidential or proprietary.

For purposes of this **Clause** "Information Systems" shall include, but is not limited to, compact discs, tapes, computers, voice and data networks, databases, records systems, voicemail, security systems, tokens, logon scripts, passwords, and such other hardware, software, firmware, or other device as may be used to access such systems/ assets.

- b. The Broadcaster / Authorised Agent shall protect such information by using the same degree of care, but in any case no less than a reasonable degree of care, to prevent any unauthorized use, dissemination, or publication as the Broadcaster / Authorised Agent uses to protect its own confidential information of a similar nature. The Broadcaster / Authorised Agent shall restrict access to the Confidential Information to its employees or subcontractors on a need to know basis.
- c. The Broadcaster / Authorised Agent is obliged to protect Confidential Information shall continue during the Term and for three (3) years after its expiry or earlier termination.
- d. The Broadcaster / Authorised Agent agrees that the ACTD may be irreparably injured by the disclosure of Confidential Information in violation of this Agreement; and that in addition to any other remedies available at law or in equity, the Channel Provider may seek an injunction to prevent or stop such disclosure.
- e. Confidential Information does not include information that
 - i. Was in the Broadcaster / Authorised Agent's legal possession before receipt from the **ACTD** or
 - ii. Is or becomes a matter of public knowledge through no fault of the Broadcaster / Authorised Agent_or
 - iii. Is rightfully received by the Broadcaster / Authorised Agent from a third party without a duty of confidentiality or

- iv. Is independently developed by the Broadcaster / Authorised Agent; or
- v. Is disclosed under operation of law.

(b) Force Majeure:

Neither Party shall be liable for any inability to carry out any of the covenants in this Agreement resulting or caused by reason of acts of God, riots, strikes, lock-out, war, enactments, statutes, ordinance, legislation, court orders, directions of any local or civic body or statutory authorities or any catastrophes, such as fires, earthquakes, floods or famine or accidents or cable cuts beyond the control of either Party including without limitation, failure of satellites, ground/unlinking facility (a "Force Majeure Event"). A Party hereto who is affected by a Force Majeure Event shall forthwith notify the occurrence of such Force Majeure Event to the other Party and shall use all reasonable endeavour to avoid or minimize the effect of the same on this Agreement and the fulfilment of the terms hereof. The affected Party shall resume performance of this Agreement as soon as practicable after the reduction or cessation of the Force Majeure Event. In the event of any Force Majeure Events prevailing for a continuous period exceeding sixty (60) days, either Party shall be at liberty to terminate this Agreement.

This Agreement shall be terminated upon notice of either Party to the other, on expiry of one month from the date of such notice.

Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure.

(c) No Agency:

- i. This document is not intended to and shall not be deemed to bring into existence a relationship of principal and agent or a partnership or joint venture or create any license of any nature between ACTD and Broadcaster / Authorised Agent. Broadcaster / Authorised Agent shall not represent or hold themselves out as agents of ACTD except to the extent provided under this Agreement.
- ii. Broadcaster / Authorised Agent shall not make any commitments or representations to the prospective subscribers or enter into any agreement with them on behalf of ATCD.
- iii. This Agreement is executed between the Parties on Principal to Principal basis.

(d) No Waiver:

No forbearance, indulgence or relaxation of any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of the same provision thereafter and any waiver or acquiescence by any Party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or positions other than as expressly stipulated in this Agreement.

(e) Assignment:

Notwithstanding anything contained in this Agreement, Broadcaster/ Authorised Agent shall not have the right, without the prior written consent of ACTD, to assign or transfer this Agreement or any of its rights or obligations under this Agreement to any third party. However, ACTD shall be entitled to assign or transfer its rights, obligations and duties under this Agreement in whole or in part, without the prior written intimation or consent of the Broadcaster/ Authorised Agent to any of its affiliates, holding company, its subsidiaries and/or its joint ventures.

(f) Severability:

This Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof. The provisions of this Agreement are severable. If any part, term or provision of this Agreement is held illegal, unenforceable or in conflict with any law of a Central, state or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable, and most nearly reflecting the original intent of the unenforceable provision.

(g) Notices:

- a. All notices or other communications required or permitted hereunder to either Party shall be in writing and shall be sufficiently served if personally delivered or sent by mail, hand delivery, registered post or courier or transmitted by facsimile or other form of recorded communication to the address mentioned first hereinabove. Either Party may modify its address for service of notice by provision of written notice to the other Party.
- b. Any notice, document or communication:
 - I. delivered by hand or by courier shall be deemed to be received at commencement of the day next following delivery to that Party; and
 - II. Sent by facsimile transmission or electronic mail shall be deemed to be received contemporaneously with the receipt by the sending Party of an electronic confirmation of transmission of the notice to that addressee.

(h) Governing Law & Dispute Resolution:

If any dispute arising between the Parties hereunder (a "Dispute") it shall be amicably settled by the Parties within fifteen (15) days of commencement of such amicable attempts.

Subject to the foregoing, the courts at Bangalore and any appellate authority empowered under Applicable Law (including The Telecom Disputes Settlement and Appellate Tribunal) shall have jurisdiction with respect to any Dispute that may arise hereunder.

This Agreement is made under and shall be governed by and construed for all purposes in accordance with the laws of the Republic of India.

(i) Legally Binding:

This Agreement has been executed by the Parties hereto of their own free will, without any coercion or undue influence and shall be valid and legally binding on both parties from the date above written. Both Parties consider this Agreement to be absolutely fair and as being in their respective interest.

(j) Entire Understanding / Modifications:

This Agreement along with its Schedule and applicable Annexure(s) contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of this Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

- a. The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- b. The references to Annexure are references respectively to the annexure to this Agreement.
- c. The reference to the singular includes reference to plural and vice versa.
- d. The reference to any gender includes a reference to all other genders.
- e. The term “including” shall mean “including without limitation”.
- f. In addition to the defined terms in Clause 1 of this Agreement, there are other defined terms in the body of this Agreement which shall have such respective meaning as have been assigned to them in the body of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year mentioned hereinabove.

<p>For M/S ACT Digital Home Entertainment Private Limited</p> <p>(Authorised Signatory)</p>	<p>For M/s _____</p> <p>(Authorised Signatory)</p>
<p>Name of the Authorized Signatory</p> <p>Mr. _____</p>	<p>Name of the Authorized Signatory</p> <p>Mr. _____</p>
<p>Title :</p>	<p>Title :</p>
<p>In the presence of :</p>	<p>In the Presence of :</p>

This Agreement shall also apply to ACTD and its subsidiaries (list below) who hold valid and existing license as a Multi- System Operator in DAS Areas in the Territory.

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

Annexure-A

Areas of operation / Target Markets

S. No	Agreed Areas / Target Markets
1.	
2.	

Annexure- B

Details of Channels

Sr.NO.	Broadcaster (s)	Channel (s)	Channel Genre
1			
2			
3			
4			

Annexure-C

TECHNICAL PARAMETERS

Description	Details
PIRD/CAM/IRD	
Output Type	
Convertors (if any)	
Downlinking Parameters	

Annexure – D

CARRIAGE FEE COMPUTATION for SD Channels

If Average Active Subs Base in percentage of total subscriber base of ACTD	Carriage fee (in %) Multiplier (A)	ACTD Carriage Fee per channel per subscriber per month (in Rupee) (B)	Carriage fee SD in Rupee (Target Markets Active Subscriber Base in the month X (AxB))
<5%	100%	0.2	0.20
5% < 10%	75%	0.2	0.15
10% < 15%	50%	0.2	0.10
15% < 20%	25%	0.2	0.05
>=20%	0%	0.2	0.00

CARRIAGE FEE COMPUTATION for HD Channels

If Average Active Subs Base in percentage of total subscriber base of ACTD	Carriage fee (in %) Multiplier (A)	ACTD Carriage Fee per channel per subscriber per month (in Rupee) (B)	Carriage fee SD in Rupee (Target Markets Active Subscriber Base in the month X (AxB))
<5%	100%	0.4	0.40
5% < 10%	75%	0.4	0.30
10% < 15%	50%	0.4	0.20
15% < 20%	25%	0.4	0.10
>=20%	0%	0.4	0.00

- 1) For the purpose of calculation of carriage fee amount for a high definition channel, the average active subscriber base of ACTD in that month in the target market shall be of subscribers capable of receiving high definition television channels.
- 2) The average active subscriber base of ACTD in a month shall be calculated in the manner as prescribed in **Annexure E** to this agreement in compliance to the Schedule VII of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 including any amendments thereof.
- 3) The monthly subscription for a channel shall be calculated in the manner as prescribed in the Schedule VII.

Annexure – E

Format for the Subscription reports for Calculation of Carriage Fee.

Reported Month: _____

Year: _____

Target Market: _____

- 1) Monthly subscription for the channel and bouquet of the Broadcaster carried by ACTD shall be calculated in the manner specified above in the table-1 and table -2 of this Annexure, respectively.
- 2) Average active subscriber base in the target market in the month shall be arrived at, by averaging the active subscriber base count recorded four times in a month, in the manner as provided in the table-3. The active subscribers base count of ACTD Cable TV network shall be captured from the subscriber management system at any point of time between 19:00 HRS to 23:00 HRS of the day.

Table 1:- Monthly Subscription for the a-la-carte Channels

S. No	Name of the Channel	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 subscription of the Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)= [(3+4+5+6)]/4
1						
2						
3						

Table 2:- Monthly Subscription for Bouquets of pay channels

S. No	Name of the bouquet of Channel	Name of the Constituent channels of Bouquet of the Broadcaster	Number of Subscribers of the Bouquet on 7 th day of the month	Number of subscribers of the Bouquet on 14 th day of the month	Number of subscribers of the Bouquet on 21 st day of the month	Number of subscribers of the Bouquet on 28 th day of the month	Monthly subscription of the Bouquet
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)= [(4+5+6+7)]/4
1							
2							
3							

Table 3:- Average active subscriber base in a month in the target market

Type of STB	Active Subscriber base count on the 7 th day of the month	Active Subscriber base count on the 14 th day of the month	Active Subscriber base count on the 21 st day of the month	Active Subscriber base count on the 28 th day of the month	Average Active Subscriber base in the month
(1)	(2)	(3)	(4)	(5)	(6) = [(2+3+4+5)]/4
Standard Definition STB					
High Definition STB					

- 3) For the purpose of calculation of carriage fee for standard definition channel, the average active subscriber base of standard definition STBs as well as high definition STBs deployed in target market shall be taken into account.
- 4) For the purpose of calculation of carriage fee for high definition television channel, the average active subscriber base of high definition STBs deployed in target market shall be taken into account.
- 5) Each set top box, located at a place indicated by the subscriber for receiving the subscribed broadcasting services from ACTD, shall constitute one subscriber.
- 6) The reports shall be generated in non-editable PDF format, with read only permissions.

Annexure-F

(Refer sub-regulation (16) of the regulation 10)

Application form for access to the network for distribution of a television channel

1. Name of the broadcaster:
2. The names of CEO/MD of the broadcaster:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Name of channel for which request for distribution has been made:
9. Copy of permission letter issued by the ministry of information and broadcasting for downlinking of the channels mentioned above in India:
10. Nature of channel (pay or free- to- air)
11. Genre of channel:
12. Language(s) of channel:
13. Downlinking parameters of the channel:
 - a. Name of satellite:
 - b. Orbital location:
 - c. Polarisation:
 - d. Downlinking frequency:
14. Modulation/coding and compression standard of channel:
15. Encryption of channel: encrypted/unencrypted

(Signature)

Date and Place:

DECLARATION

I _____ S/o,D/o _____, (Authorized Signatory), of _____ (Name of the broadcaster), do hereby declare that the details provided above are true and correct.

(Signature)

Date and Place:

Annexure – G

Contact details of Designated persons of ACTD

Contact details of the designated person/s designated by ACTD for receiving interconnect requests from broadcasters in the above format and grievance redressal thereof:

1. Name : Kapil Chugh
2. Telephone numbers: 8884455741
3. E-mail address: kapil.chugh@actcorp.in