

[Between multi system operator (MSO) and cable operator (CO)]
STANDARD TECHNICAL AND COMMERCIAL INTERCONNECTION AGREEMENT [DAS]

This **Technical and Commercial Interconnection Agreement** along with its **Schedule A** is executed on this 17th day of February 2016, at Kolhapur, by and between:

BHIMA RIDDHI INFOTAINMENT PVT. LTD. (hereinafter referred to as the “**MSO**”) a Private Limited Company incorporated under the laws of India, having its registered office at **C.S. No. 446/5, Kailash Tower, 3rd Floor, New Shahupuri, Station Raod, Kolhapur – 416001** which expression shall unless repugnant to the context or meaning thereof to include, his executors, heirs, and administrators and permitted assigns) of ONE PART;

AND

Mr./Ms. _____, Proprietor of _____
(firm), having his office at _____
hereinafter known as the “**Affiliate**” (which expression shall unless repugnant to the context or meaning thereof to include, his executors, heirs, and administrators and permitted assigns) of the OTHER PART.

OR

_____, a partnership firm registered under the Indian Partnership Act, 1932 having its registered office at _____ hereinafter referred to as “Affiliate” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or the survivor of them, the heirs, executors and administrators of such last surviving partner) of the OTHER PART;

OR

_____, of Indian Inhabitant residing at _____ hereinafter referred to as “Affiliate / LMO” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

The multi system operator (MSO) and the Affiliate are hereinafter individually and collectively referred to as “Party” and “Parties”, respectively.

WHEREAS

A. The multi system operator (MSO) is engaged in the business of distribution of television channels including through its Digital Addressable System in the Authorized DAS Areas.);

B. The Affiliate is registered as a cable operator with the local post office having its postal registration No. _____ dated _____ and is authorized to provide Cable T.V. Service to subscribers by means of Cable T.V. Network having subscribers in the Territory and provides the MSO a copy of the registration and its renewal from time to time. The Affiliate undertakes to intimate immediately and provide a copy of any notices issued by any Regulatory Body or any other competent authority against it. The Affiliate further undertakes to inform the MSO immediately before and upon any change in ownership of the entity.

C. The parties have mutually agreed to execute this agreement between them to govern the rights and obligations in regard to the subscription and distribution of Television channels in the Territory.

D. The parties have agreed that as and when Digital Addressable System (DAS) is implemented, the pertinent clauses specific to DAS shall become enforceable and binding on both the parties.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the Parties agree as follows: -

1. DEFINITIONS

The words and expressions used in this Agreement shall have meanings as assigned to them in the Schedule A to this Agreement.

2. PROVISION OF SERVICE

2.1 The multi system operator (MSO) hereby grants to the Affiliate and the Affiliate hereby accepts from the multi system operator (MSO), effective _____, 201 __, the non- exclusive right to receive its Digital Cable T.V. Signals and other allied services through the Trunk Line for further instant re-transmission by the Affiliate to the subscribers in the Territory on the terms and conditions herein set out.

2.2 The multi system operator (MSO) shall make available Channels to the Affiliate based on sufficient demand and as per prevailing norms, policies, the applicable Laws and rules, regulations, directions and orders of

the concerned Authorities, so as to make a complete wholesome service, and subject to commercial feasibility. This shall include such number of Free to Air/Free to Air Bouquets channels as may be specified under the law for inclusion in the package of channels forming the basic service tier. In the event any Channel is not received and/or transmitted by the multi system operator (MSO) for reasons not solely attributable to multi system operator (MSO), Affiliate shall not hold the multi system operator (MSO) responsible for the same.

2.3 The Affiliate hereby agrees that by signing/executing this Standard Technical And Commercial Interconnection Agreement, the Affiliate unconditionally agrees and accepts the Standard Terms and Conditions which has been laid down in Schedule A to this Agreement.

3. BILLING AND PAYMENT

3.1 The Affiliate shall pay the Subscription Amounts for each month to the multi system operator (MSO) for the Pay Channels/Bouquets in accordance with the statement furnished to him by the multi system operator (MSO). The Subscription Amounts will be based on the bouquets/packages/channels and other services etc subscribed by the individual customer/subscriber. The gross subscription amount shall be shared between MSO and AFFILIATE as per the Interconnect Regulation of 30th April 2012 on a mutually agreed basis.

The amount payable to LMO :

A. For Only Basic Tier FTA and FTA channels and FTA bouquet: 45% of the net billed amount billed to the subscriber for that channel/bouquet.

B. For the Pay Bouquet (including FTA Channels), as per packages set out in Schedule B. de

3.2 The MSO invoice to Affiliate will contain the details of the Pay Channel subscribers and the amounts payable to the Affiliate. The MSO will generate bills from the SMS system on behalf of Affiliate's subscribers and handover the same for further distribution and collection by the Affiliate.

3.3 (i) In case of pre-paid system the Affiliate could avail of the pre-paid facilities by payment in advance of the pre-paid amount for availing the services of recharge to its Subscribers.

(ii) The multi system operator (MSO) shall give due notice of any change in the price of any of the pay channels or bouquet of channels as may be prescribed by law, as the case may be.

HARDWARE CHARGES

3.4 The Affiliate will also collect rent, installment and security deposit for the Hardware/STB or any other amount as may be specified by the multi system operator (MSO) from the subscribers concerned from time to time and hand over the same to the multi system operator (MSO) without any deduction along with the CRF form duly filled.

It is expressly clarified in this Agreement that MSO has the complete and absolute right to hold back the activation or commence the services to the Affiliate's customer/subscriber unless the duly completed CRF form is returned by the Affiliate to the MSO within the prescribed time period.

Monthly Billing and Collection:

That MSO shall in due course adopt the online system and shall thereafter lay down its procedures which shall be duly informed to the Affiliate and shall be incorporated by both the parties.

Billing

A) Billing Basis:

MRP per Package will be defined and include the-

B) Amount to be received by MSO:

- Content costs
- MSO Share
- Service Tax on the above
- STB Rent or Installment
- Tax on Rentals, wherever applicable
- Box AMCs

C) Amount to be received by Affiliate

- Affiliate Share as mutually agreed or as directed by TRAI
- Service Tax payable by Affiliate
- Entertainment Tax payable through the Affiliate

D) MRP

B+ C + Taxes

4) Billing Process

a) Post paid

MSO will raise Per STB/Per Customer Billing in respect of the Customers based on SMS installed at the Head-end

Affiliate will be alerted on Mail upon bills being raised

MSO will provide access to Affiliate to download the Billing Details in respect of his universe forming sub-set of the SMS Data and/or push Soft copy of the Bills so raised to LMO via E-Mail

LMO will assimilate the Billing Data, accounting for 'C' as Receivables (Debtors) and 'A' as Payable (Creditors) and 'B' being Split into Income and Tax Payable

LMO will issue Individualized Billing to subscribers as per TRAI format, acknowledging the MSO role by adding

“POWERED BY MSO” alongside Header or Footer

b) Prepaid

MSO will initiate a Prepaid model by which the subscribers can pay directly to the MSO for the services / channels they choose by using any of the electronic pre-paid modes like scratch cards, E Pins, normal banking channel etc.

The LMOs will also have an option to pay the MSO on behalf of the subscribers on advance basis.

The LMO being the sole and exclusive owner of the local Network alongwith its allied infrastructure and the Subscribers attached to his Network, being serviced and owned by the LMO, shall issue monthly bills and proper receipt for every payment of each subscriber and maintain all records in respect thereof and promptly and fully comply with all applicable laws, including but not limited to TRAI Regulations / Notifications, Entertainment Tax, Service Tax etc. and shall indemnify the MSO for any loss, damages, claims etc. caused to the MSO in this regard.

5) Collection Options

The Subscriber will be provided full range of options to pay i.e. by way of cash, cheque, ECS, On-line or Card.

In future if any subscriber pays directly on the MSO website through any means of payment, the LMO account will be credited for his share of revenue including appropriate taxes. LMO will be emailed/SMSed details of such transactions.

6) Doorstep Collections

Doorstep collections will be handled by LMO

Electronic Collections may be handled by either MSO or LMO or third party providers

7) Costs Bearing

Respective Billing and Accounting costs will be borne by MSO and LMO

The Party handling collections will bear the respective costs i.e. Doorstep collection costs will be borne by LMO and On-line Process/Payment Gateway costs will be borne by MSO

8) Settlement

Regardless of who collects and in what manner-

All collection data will be updated on Real Time basis

Wherever real time updates are not feasible, the update will be done and reflected at both LMO end and MSO end

Data visibility will be provided to designated Officials from both MSO and LMO on 'Need to Know' basis

Accounts between LMO and MSO will be settled as under or as mutually agreed Collection Period.

LMO and MSO will be responsible for this respective Tax Payments, filing of Return, Assessment and TDS

MSO will be responsible for payments to Broadcasters

9) Deactivations and Reactivations

Subscribers who do not pay in prescribed time will be liable to face Service suspension with due notice (as per Regulations)

If a Customer pays late, he may be charged a Late Payment fee, which is not subject to sharing and will accrue to the Collecting Entity

Reactivation without payment/extension of Credit limit, may be effected by LMO or MSO with full responsibility for amount payable to the Other Value Chain Members i.e. if LMO extends credit, he will be liable for the amount payable to MSO and Vice Versa based on an agreed limit already deposited to the MSO.

3.5 CONSIDERATION OF THE AFFILIATE:

- I. Subject to compliance of its obligations, responsibilities, duties as per this Agreement including but not limited to collection of subscription charges, rentals, activation charges, other charges, applicable taxes, etc. as per the rates/tariffs and policies of the MSO from time to time, from the subscribers and forthwith deposit of the same with the MSO, the Affiliate shall be entitled to consideration as mentioned in clause 3.1 on either a monthly or quarterly or half-yearly basis, on mutual agreed terms which can be amended by MSO from time to time, in its sole discretion, but as per provisions provided for in the DAS Regulations.
- II. The consideration as mentioned above to be paid to the Affiliate shall be inclusive of all applicable taxes, if any and shall be subject to deduction of income tax at applicable rates.
- III. The consideration mentioned in clause 3.1, which is based on the subscription charges, shall be payable after expiry of each month and maximum within 10 days from the deposition of the subscription charges billed by the MSO.
- IV. The MSO shall be entitled to adjust, on monthly basis, the amount of consideration payable to the Affiliate against the deficit portion of Billed/Invoiced amount deposited by the Affiliate with MSO as per this Agreement and any other outstanding dues of the affiliate towards MSO.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective and will remain in force unless terminated as per the Termination Clause of this Agreement.
- 4.2 (i)The MSO shall have a right to forthwith terminate this Agreement if the Affiliate:-
 - (a) fails to produce before MSO and/or statutory authorities, the CRF, other requests of the subscriber(s) and other details, documents, information pertaining to subscriber(s) and/or sub-operator(s) as and when request in this context made to the Affiliate by the MSO.

- (b) fails to pay/deposit monthly subscription charges, advances for pre-paid activation, rentals, activation charges, taxes and other amounts/charges to MSO on or before due date as per terms of this Agreement and as per Pre-paid policy.
- (c) commits any default and/or breach of any of the terms, conditions and stipulations of this Agreement.
- (d) indulges or involves or cause some other person to indulge or involve in piracy of signals of MSO.
- (e) undergoes changes of ownership or change of control.
- (f) ceases to carry on its Cable Television Business Operations.
- (g) challenges or disputes the validity or ownership of, or takes any step inconsistent with the Intellectual Property Rights of MSO.
- (h) if due to force majeure event (i.e. due to any reason which is beyond the control of either party) it becomes practically impossible for MSO to provide Cable TV Services to the Affiliate.
- (i) violate any provisions of Cable Television Networks (Regulation) Act, 1995 as amended, Copy Right Act, Trade Mark Act, Content Code, Programming Code and Advertisement Code or any other applicable Law , Regulation/ Direction/ Notification for the time being in force.
- (ii) Save as otherwise provided under any law for the time being in force, the MSO shall have the right to terminate this Agreement at any time for any reason of whatsoever nature, other than those expressly covered in Clause 4.2 above, by serving three (3) week's notice to the Affiliate. .

4.3 If the Affiliate indulges in, or allows or induces any person to indulge in Piracy, this Agreement can be terminated by the multi system operator (MSO) after following the procedure prescribed under the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 and amendments made thereto from time to time.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands to this agreement on the date and year appearing hereinabove.

Signed on behalf of the Multi System Operator (MSO):

_____)
(Authorised Signatory)

In the presence of:

1. (Witness No. 1)

2. (Witness No. 2)

Signed on behalf of the AFFILIATE:

_____)
Partner/Proprietor/Director

In the presence of:

1. (Witness No. 1)

2. (Witness No. 2)

Schedule A

1A. DEFINITIONS

In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

“Act” means the Cable Television Networks (Regulation) Act, 1995 (7 of 1995).

“Addressable System” shall have the same meaning as assigned to it in the Act.

“Authority” means any authority constituted under any statute, any department or sub-division thereof, any court or tribunal, including the department of post and tax authorities.

“Basic Service Tier” shall have the same meaning as assigned to it in the Act.

“Cable T.V. Network” means the network of cable and other equipment such as amplifiers, splitters owned and installed either by the multi system operator (MSO) or by the Affiliate for the purpose of providing Cable T.V. Service.

“Cable T.V. Service” means the provision of Cable T.V. Signal to the subscribers.

“Cable T.V. Signal” means the audio visual program signals of cable channels, Basic Service Tier and Pay Channels transmitted by the multi system operator (MSO).

“Channel” means a set of frequencies of Cable T.V. Signal used for transmission of a television program.

“CRF” means Customer Registration Form is a one-time Registration Form to be filled in by the Customer along with all required documents and submitted to the Affiliate at the time of registration and activation of the services.

“DAS area” means the areas where in terms of notifications issued by the Central Government under sub-section (1) of section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), it is obligatory for every cable operator to transmit or retransmit programmes of any channel in an encrypted form through a digital addressable system;

“Finger Printing” shall mean the mechanism deployed by multi system operator (MSO) in its network so as to detect any piracy, copyrights violation and/or unauthorized viewing of channels transmitted through its network.

“Free To Air channel” shall have the same meaning as assigned to it in the Act.

“Gross Amount” shall mean and include the amounts for FTA channels, Pay Channels, Value Added Services and taxes.

“Hardware” means a multi system operator (MSO) approved set top box to enable the decryption of signals of Pay Channels transmitted in encrypted form, the remote and other associated components and accessories.

“Headend” means a facility that contains satellite receivers, modulator, compression equipment, multiplexes, and conditional access facilities, other transmission equipments and has antennas which receive signals from local TV studios, and sometimes has TV studios inside the facility which produce shows and send the signals to other locations by satellite or antenna. When a headend facility receives signals from a satellite, it retransmits the signals (analog and/or digital) at frequencies the network can use.

“Network” means all assets and materials, established within the specified area, such as head end, control room equipments, dishes, receivers, amplifiers, modulators, integrated receiver transcoders, feeder lines, set top boxes, cassettes, computers, studio equipments, cameras, editing machine,

stands, equipments, tools, wires, cables and services which consists of uplinking, downlinking, receiving and sending digital and analog channels, which has the ultimate purpose of facilitating the subscribers to access the channels of his choice or request.

“Package” means the type of the Channels either individual or in the form of bouquets subscribed by the subscriber which may include the Pay Channels as availed by the subscriber from time to time.

“Pay Channel” means the Channels transmitted by the multi system operator (MSO) in encrypted form which can be accessed by the subscribers only by means of the Hardware.

“Piracy” means unauthorized reception of Cable T. V. Signal by any person by any means and modes including but not limited to any alteration, tampering of the seal or any component or accessory thereof or misuse, replacement, removal and/or shifting of Hardware without the written consent of multi system operator (MSO) from their original address or any use, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit or unauthorized devices or any activity, which has the effect of, or which may result into, infringement and violation of trade mark and copyright of the multi system operator (MSO) or the broadcasters as the case may be.

“Service” means the provision of encrypted and/or unencrypted Cable T.V. Signals to the Affiliate for the purposes of and subject to the terms of this Agreement for retransmission to the subscribers.

“Smart Card” means the card duly approved by the multi system operator (MSO) as part of the Hardware, which enables the subscriber to gain access to the Cable T.V. signals of Pay Channels.

“Subscriber” means the end viewers/individual households who receive Cable T.V. Signal through the Affiliate. For removal of doubts it is clarified that each television set connected to a set top box in a single dwelling would constitute a subscriber.

“Territory” means the area of operations of the Affiliate and the multi system operator (MSO).

“Trunk Line” means the coaxial/optic fiber cable network and other allied equipment such as receiver nodes, amplifiers, splitters etc. owned and installed by the multi system operator (MSO) or its associate companies for the purpose of transmitting Cable T.V. Signal to various affiliates till the receiving end of various affiliates, including the Affiliate, to enable them to re-transmit the Cable T.V. Signal to their respective subscribers.

1 B. 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 only shall include all other genders unless the context otherwise requires.
- (b) The word “person” shall include individuals, corporations, partnerships, association of persons and any other entities;
- (c) Any references to Article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;
- (e) References to a “month” are to a calendar month;
- (f) 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.
- (g) 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.

II. STANDARD TERMS AND CONDITIONS:

1. SECURITY DEPOSIT:

As per the discretion of the MSO, the Affiliate shall deposit with the multi system operator (MSO) a sum upto Rs. 1000/- (Rupees Thousand)(per Set Top Box) interest free and refundable security deposit. At the time of

expiration or termination of this Agreement, Affiliate shall be entitled to refund amount of the security deposit, subject to the adjustment of arrears of bills, and any other payments due from the Affiliate to the multi system operator (MSO).

This shall be settled within 30 days of the expiry/ termination of the agreement.

2. TAXES

2.1 The multi system operator (MSO) and the Affiliate shall be responsible for payment of all taxes, levies, charges and penalties levied or imposed by or under a statute, law, regulations, relating to the Services and which are due to be paid by them, respectively. The Affiliate shall also be responsible for collection of such amounts attributable to such taxes, levies, charges imposed by or under a statute, law, regulations, relating to the Services and payable by the multi system operator (MSO) and by Broadcaster and for remitting the same promptly to the multi system operator (MSO) within the respective due dates.

2.2 The Affiliate agrees and undertakes that the primary responsibility and liability to make the payment of statutory taxes including entertainment tax and other relevant payments lie on the Affiliate. In the event if the Affiliate fails/defaults in paying the statutory taxes including but not limited to Entertainment Tax and relevant payments at the stipulated time lines and the MSO is required to make the payments of the statutory taxes/payments to the concerned authorities then in that event the MSO shall consider the amount as a debt/liability and shall recover/appropriate the same amount from the Affiliate.

3. BREACH

3.1 Without prejudice to such rights and remedies that the multi system operator (MSO) may have in law or under the provisions of this agreement, in the event of any breach of any of the terms and conditions of this Agreement by the Affiliate, the multi system operator (MSO) shall have the right:

- (i) to disconnect the services to the Affiliate subject to the compliance of the applicable rules, regulations, directions or orders of the competent authority.
- (ii) to terminate this agreement.
- (iii) to charge a simple interest at the rate of 15 percent per annum from the date such amounts become due until they are fully and actually paid.
- (iv) to appoint another Affiliate, other than the defaulting Affiliate, for the Territory.
- (v) Recovery of STB and other hardware issued by MSO, other than those purchased by the subscriber or in the case of lease if subscriber does not pay MSO the entire outstanding rental amount or lease amount. Provided however, that the multi system operator (MSO) may, at its discretion, waive its right to disconnect the service and to terminate this Agreement, upon such terms and conditions as the multi system operator (MSO) may deem fit and proper, which shall, inter-alia, include the receipt by the multi system operator (MSO):
 - (a) of the entire arrears of subscription amounts, together with simple interest accrued thereon at the rate of 15 percent per annum from the date immediately succeeding the due date, till they are fully paid; and
 - (b) reasonable reconnection charges as may be mutually decided.

3.2 Upon disconnection of the service as mentioned in clause 3.1 above, whether accompanied by termination of this Agreement or not, the Affiliate shall be liable to deposit forthwith all sums payable by it to the multi system operator (MSO). In the case of termination, accounts shall be settled within 30 days and for delayed payments by either party, simple interest at the rate of 15 percent per annum shall be charged.

4. AFFILIATE'S COVENANTS

4.1 The Affiliate hereby undertakes that it shall be responsible and liable for -

- (i) booking of orders from subscribers for provision of the Hardware, obtaining the necessary registration forms filled up by the subscribers with the prescribed proof of identity, proof of address, obtaining signatures of the subscribers under his certification, collection of the rents or installments and the security deposits and forwarding promptly to the multi system operator (MSO) such forms, along with the requisite payments, as also requests from the subscribers for changes, if any, from time to time, duly countersigned by the Affiliate to enable the processing of the same; Affiliate shall also collect the requests from the subscribers for changes including changes in the subscribed channel(s)/package(s), if any, from time to time. It shall be sole responsibility of the Affiliate to collect

the properly filled and duly signed Customer Registration Forms (hereinafter referred to as “CRF”) and other requests from the subscriber(s) and to provide the same to the MSO and at the same time keep a copy of the same in its safe custody as per the Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 and other applicable TRAI Regulations, other laws, Rules, Regulations, Orders, Circulars, Notifications, etc. The Affiliate shall be responsible for production of these CRF and requests to the MSO, as and when request is made by the MSO or its authorized person, from time to time, in this context, either:-

- (a) suo moto; or
- (b) on receipt of a notice, request, instruction, directives, etc. from the Regulatory authorities, other Government Departments/including but not limited to Entertainment Tax Department, Service Tax Department, TRAI, MIB etc.; or
- (c) on the request of auditors of the MSO; or
- (d) on receipt of a complaint from subscriber(s), with a view to resolve the complaint of the concerned subscriber(s).

In the event of failure of the Affiliate to produce any or all these CRF and other requests, Affiliate hereby undertakes to indemnify MSO for any action, proceeding initiated, penalty(ies), fine(s), damage(s) etc. levied/imposed by the Regulatory or any Judicial or Quasi-Judicial Authority, Statutory or Government Authority(ies)/Department(s), etc. due to failure on the part of Affiliate in production of any or all these forms and requests or due to any matter connected thereto.

The Affiliate hereby acknowledges and affirms that the MSO shall have the sole right to discontinue services to any customer of the Affiliate, if the Affiliate fails to procure the necessary registration forms filled up by the subscribers with the prescribed proof of identity and proof of address and fails to obtain signatures of the subscribers under his certification.

- (ii) Storage of the Hardware supplied by the multi system operator (MSO), payment of the security deposit therefore and distribution and installation thereof to the subscribers and for repossession of the same at the request of the multi system operator (MSO) and for handing over the same to the multi system operator (MSO);
- (iii) Billing, collection of the amounts from the subscribers and handling all calls, queries, complaints of the subscribers; and completing/performing all other formalities prescribed by the MSO from time to time.
- (iii) Printing and or distribution of Bills/Invoices to the subscriber as per this Agreement, collection of the billed amount from the subscribers, repeat delivering subscriber's information to MSO, getting the subscribers connection activated by making requisite payments to MSO and handling all calls, queries, complaints of the subscribers and completing/performing all other formalities prescribed by the MSO from time to time;
- (iv) Maintaining proper data and other information with regard to each subscriber and submit the same to the MSO on month to month basis along with total collections and outstanding dues recoverable from each subscriber against billing done on each subscriber
- (v) Physical verification of the address of each subscriber of pay channels after getting proof of residential address such as a ration card, Voters Identity Card, Bank Pass Book or any other such documentary proof of residence;
- (vi) Protection of the Hardware supplied to each subscriber by MSO under any scheme and the Affiliate will not swap/substitute the STB(s) and/or VC(s) of MSO with the STB(s) and/or VC(s) of any other Multi System Operator/Cable Operator/DTH Operator. In any event Affiliate swaps or misuses or shifts or tampers or transfers the STB(s) and/or VC(s) of the MSO from the subscriber premises, the Affiliate shall not only be responsible for return of Hardware or refund its value along with forthwith payment of its entire outstanding dues with the MSO, but also be liable for payment of such damages as may be determined by the MSO in its sole discretion on account of loss of business.

4.2 The Affiliate shall -

- (i) protect, safeguard and maintain services provided to the existing and also to the future subscribers;
- (ii) ensure the deployment and usage of only such set top boxes and Smart cards at the subscriber's end, as are approved or provided by the multi system operator (MSO) and are compatible with the network of the multi system operator (MSO);
- (iii) ensure the strict adherence and compliances of the Standard of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 other applicable TRAI Regulations, other laws, Rules, Regulations, Orders, Circulars, Notifications, etc.
- (iv) not transmit or retransmit, interpolate or mix any signals to subscribers which are not transmitted or generated by the multi system operator(MSO) without the prior written consent of the multi system operator (MSO);
- (v) not insert any commercial or advertisement or information on any signal transmitted by the multi system operator (MSO). Any such tampering of signals or interpolating of signals shall be deemed to be a violation of this

agreement and shall constitute sufficient cause for termination of this agreement by the multi system operator (MSO) by giving such notice as prescribed under the law;

(vi) not interfere in any way with the signals provided by the multi system operator (MSO) and also not to use any decoding, receiving, recording equipment(s), counterfeit set top box or Smart card and any other like equipments;

(vii) not provide any feeder line from its end to any other cable operator, commercial establishment, institution or any other person, association of persons (whether registered or unregistered) or company, without the prior written permission of the multi system operator (MSO);

(viii) supply/provide the multi system operator (MSO) a copy each of the return filed with the Entertainment Tax Department, Service Tax Department, Central Government under the Cable Television Networks (Regulation) Act, 1995, and any other authority under any law for the time being in force on request;

(ix) make payment of bills by the fifteenth of succeeding month, in respect of the services it availed during a month, by such mode as may be notified by the multi system operator (MSO), or, if directed and authorized by the multi system operator (MSO), to deposit the same in a designated bank account notified by the multi system operator (MSO) for that purpose; agrees to pay all the relevant tax and statutory payments from time to time and provide all the required data required by the relevant authorities and provide a copy to the MSO;

It is clarified that the primary responsibility and liability to make the payment of statutory taxes and relevant payments lies on the Affiliate. However, in case the Affiliate fails to pay the statutory tax and relevant payments at the stipulated time, MSO shall the right to make the required payments and taxes and the same shall be recovered by the MSO from the Affiliate.

(x) inspect the set top boxes and Smart cards with the subscribers on a sample basis every month so as to ensure that the set top boxes and Smart cards are not altered, tampered, misused, replaced, removed or shifted without the written consent of the multi system operator (MSO) from their original address and promptly inform the MSO in writing of any such activity, and also whether or not, the subscribers are using, either before or after the set top box, any decoding, receiving, recording equipment(s), counterfeit Smart cards other than the set top box, Smart cards and other equipments supplied/ approved by the multi system operator (MSO).

(xi) not perform or, not induce another person to perform or offer to perform:-

(a) any alteration, tampering with the Hardware including the seal (seal to prevent opening of set top box), misuse, replacement, removal and shifting of Smart card(s) and/or set top box(es) without the written consent of multi system operator (MSO) from their respective original addresses,

(b) any use, either before or after the set top box, of any decoding, receiving, recording equipment(s), counterfeit set top box(es), Smart card(s) other than the set top box(es), Smart cards and any other equipments supplied/ approved by the multi system operator (MSO), and to take actions as directed by the multi system operator (MSO) against such subscribers, and

(c) any piracy or other activities, which has the effect of, or which shall result into, infringement and violation of trade mark and copyrights of the multi system operator (MSO), the broadcaster, or any other person associated with such transmission.

(xii) intimate the multi system operator (MSO) promptly about any alteration, tampering with the Hardware including the seal, misuse, replacement, removal and shifting of Smart cards and set top boxes, without the written consent of multi system operator (MSO), from their respective original addresses and also about the use, either before or after the set top boxes, of any decoding, receiving, recording equipment(s), counterfeit set top box(es) and Smart card(s) other than the set top box(es), Smart card(s) and any other items of Hardware supplied by the multi system operator (MSO), and to take actions as directed by the multi system operator (MSO) against such subscribers;

(xiii) comply with all the applicable statutes or laws for the time being in force, or any rules, codes, regulations, notifications, circulars, guidelines, orders, directions etc. issued, published or circulated under any law for the time being in force;

(xiv) strictly comply with the directions of MSO in respect of connection, disconnection, reconnection, distributing/installing Hardware at the premises of subscribers and taking possession of Hardware from the subscribers and promptly depositing the same with the MSO or promptly informing the MSO, and keep it in the Affiliate's safe custody and use upon instructions in writing from the MSO and also comply with all the formalities and execute relevant documents/forms before providing cable TV signals to the subscriber.

(xv) be solely responsible for taking printouts of the Bills/Invoices from the online System of the MSO through internet other any other mode in respect of the subscribers serviced by it and shall distribute the same to the subscribers. The Affiliate further agrees not to disconnect the signals to any active subscriber or reconnect any disconnected subscriber without the express permission of the MSO and only after complying with the DAS regulations.

4.3 The Affiliate shall not provide any connection to any person for further retransmission of the Cable T.V. signals for any purpose. Also, the Affiliate shall not receive, transmit or retransmit any signal directly or indirectly, which is transmitted or re-transmitted from any third party.

4.4 The Affiliate shall not record and then retransmit Cable T.V. Signal or otherwise to block or add or substitute or otherwise tamper with the signal being transmitted by the multi system operator (MSO) or with the Trunk Line nor shall allow any other person to do so.

4.5 The Affiliate shall extend all reasonable co-operation, to the multi system operator (MSO), to enable the multi system operator (MSO) to conduct such inspections etc. so as to satisfy itself with regard to the fulfillment of the conditions mentioned in this Agreement, on the part of the Affiliate.

4.6 The Affiliate shall not do any act or thing as a result of which, any right or interest of the multi system operator (MSO) in respect of the Cable T.V. signals under this Agreement or any property of the multi system operator (MSO) may be infringed or prejudiced.

4.7 The Affiliate shall provide true and accurate information pertaining to the names, addresses and details of (i) the subscribers; and (ii) any sub operators, through whom the services are being delivered to the subscribers, within two weeks from the date of this Agreement, and thereafter at the end of each month to the multi system operator (MSO) as and when request is made by the MSO, from time to time, in this context, either:-

- (i) suo moto; or
- (ii) on receipt of a notice, request, instruction, directives, etc. from the Regulatory authorities, other Government Departments/Authorities including but not limited to Entertainment Tax Department, Service Tax Department, TRAI, MIB etc.; or
- (iii) on the request of auditors of the MSO; or
- (iv) on receipt of a complaint from subscriber(s), with a view to resolve the complaint of the concerned subscriber(s).

In the event of failure of the Affiliate to produce any or all these information, details, etc., Affiliate hereby undertakes to indemnify MSO for any action, proceeding initiated, penalty(ies), fine(s), damage(s) etc. levied/imposed by the Regulatory or any Judicial or Quasi-Judicial Authority, Statutory or Government Authority(ies)/Department(s), etc. due to failure on the part of Affiliate in production of any or all these forms and requests or due to any matter connected thereto.

4.8 The Affiliate shall have no right, without the prior written consent of the multi system operator (MSO), to assign or transfer any of its rights or obligations under this Agreement. Any breach, actual, potential or threatened of this clause, shall entitle the multi system operator (MSO) to terminate this Agreement and to take any other measures as may be appropriate under the law after giving the prescribed notice.

4.9 Maintain the outdoor plant and upgrade wherever necessary at its own cost and liability in order to facilitate proper distribution of channels and services of the MSO's as per QoS requirement of the MSO and mandated by the appropriate authority. In case the MSO is to carry out any modifications / replacement or upgradation of the network, the same would be the property of the MSO with no claims by the Affiliate, whatsoever.

4.10 Further Covenants by Affiliate:

It is understood that pursuant to The Telecommunication (broadcasting and cable services) Interconnection (digital addressable cable television systems) Regulations, 2012, it has become mandatory to transmit the signals through STBs and hence the AFFILIATE has requested the MSO for deployment of their STBs in the said area to which the MSO agrees to install its proprietary STBs to 100 % of subscribers in the said areas on the terms and conditions which are specified hereunder:

i. AFFILIATE agrees that the Set Top Boxes (STB) provided by the MSO to the AFFILIATE shall at all times remain the exclusive property of the MSO and the AFFILIATE shall have no claim whatsoever in respect of the STBs.

ii. AFFILIATE agrees to pay to MSO an amount as notified by MSO from time to time towards Installation Charges of each Set Top Box.

- iii. The AFFILIATE agrees that the Set Top Boxes shall be activated by MSO only on receipt of the aforementioned Installation charges and CRF Form.
- iv. That AFFILIATE confirms that the STB/hardware with the Smart Card (SMC) if any shall always be the sole property of the MSO. The AFFILIATE shall be responsible for its CRFe custody, usage, passwords and for the damages and consequences thereof.
- v. That AFFILIATE confirms that the STBs received by him have been examined, inspected by him and demonstrated to him and are in good working condition to his satisfaction.
- vi. That AFFILIATE hereby agrees that the AFFILIATE shall take due care of the STBs (with SMC if any) and return the same to MSO upon the termination of the said Agreement by the MSO or by efflux of time, as the case may be.
- vii. That both parties agree that MSO at its sole discretion is entitled to change, vary, add, withdraw any services / supplementary services / schemes / plans etc. and / or to vary the charges / prices relating thereto, at any time.
- viii. That both parties agree that the any money paid by the subscriber shall not create any rights of retaining the STB's in favour of the AFFILIATE/subscriber.
- ix. That AFFILIATE understands that the service, quality, functionality, availability, and / or reliability of STBs if affected for reasons beyond control of MSO then in that event MSO shall not be held liable or responsible.
- x. That AFFILIATE agrees and confirms that AFFILIATE shall take proper care of STBs/ SMCs and immediately inform in writing to the MSO, in case of any loss/ misplacement/theft, etc. of STB(s) with or without SMC(s). In case of any such loss/misplacement, damages or theft of STB(s) with or without SMC(s), AFFILIATE shall be liable and responsible and he shall replace and/or repair the STBs and SMC(s) at its cost and shall also pay for the damages accrued by such loss/misplacement, damages or theft.
- xi. That AFFILIATE confirms that he shall not remove or shift STB(s)/SMC(s) from the subscriber's premises, without the written consent of the MSO.
- xii. That AFFILIATE agreed that he shall not replace, sell, assign, pledge, lend, let, shift, remove, exchange, modify, alter, misuse or tamper with the STB(s) including the seal (seal to prevent opening of STB) and SMC.
- xiii. That the AFFILIATE confirms hereby that the STBs have been given to him on the assurance that they will be used by the AFFILIATE/subscriber(s) before or after implementation of Digital Addressable System (DAS) pursuant to Cable TV Networks (Regulation) Act 1995. Further, AFFILIATE shall ensure that the subscriber(s) shall pay subscription and other charges as per prevalent rules / notification etc. for a minimum period of three years from the date of implementation of DAS by the Government of India.
- xiv. That the AFFILIATE shall be liable to pay a cumulative amount which shall be equivalent to twice the amount of the prevailing rate of Maximum Retail Price (MRP) of STB(s) as damages/compensation to MSO if the Affiliate discontinues /swaps the STBs of the MSO with any other MSOs.
- xv. That during the term of this Agreement, if the AFFILIATE proposes to sell/transfer the CABLE TV business, then in that event MSO shall have the first right to purchase the CABLE TV business from the AFFILIATE. The AFFILIATE asserts and acknowledges that only after the MSO refuses to purchase/accept the CABLE TV business, the AFFILIATE shall have the right to sell/transfer the CABLE TV business to any other person/entity.

To facilitate smooth operations ,the LMO agrees and undertakes to discharge its obligations with regard to the following -

- Network of Fiber and Co-axial and maintenance of the same
- Existing Customers with or without STBs installed

- Maintenance Team to take care of his Internal Network
- Customer Support Set up for handling Intra-Network Technical issues
- Comply with all regulations with regards to locally inserted VCD/CD channels (No satellite based channels or any channel not being carried by the MSO)
- Deliver the customer bills and receipts
- Provide customers with billing details
- Responsible for payment of entertainment tax and other taxes
- Payment as per the agreed rates/sub/month
- Provide to MSO the details of Payments Collected Subscriber wise or enter independently in the SMS details of Payments Collected from their Subscribers.
- Safeguard the MSO's investment (STB's) installed in the LMO's Network.
- LMO will also organize to compile and forward the Customer Data in the CAF prescribed by TRAI
- Share Customer feedback and CRM Details for efficient handling of the Customer

4.11 RIGHTS & OBLIGATIONS OF MULTI SYSTEM OPERATOR (MSO)

- (i) To carry out modifications, if found necessary, in its network. These modifications may include replacement of the old cables and equipment with new ones, which are capable of handling the services of the multi system operator (MSO) and to carry out improvements/ upgradation therein. Entire network as well as all improvements carried out in the territory shall be the exclusive property of the multi system operator (MSO) and the Affiliate shall not have any right whatsoever on the same;
- (ii) To provide facility to the Affiliate to register and resolve the subscribers' complaints, and to forward and execute pay channel viewing choices and requests of subscribers;
- (iii) To arrange for the provision of Subscriber Management System (SMS);
- (iv) To receive complaints on technical aspects from the Affiliate and arrange to provide necessary advice/ assistance to carry out the required rectification work by the Affiliate. The multi system operator (MSO) will provide all technical consultancy and help to the Affiliate as and when required by him for up-gradation of its system and enhancement of quality of signals;
- (v) To deploy finger printing mechanism or any other mechanism/ method/system in its network to detect any piracy, violation of copyrights and unauthorized viewing of channels, transmitted through its network, by the Affiliate, subscribers or any other person;
- (vi) To make inspections at the premises of the Affiliate so as to satisfy itself with regard to fulfillment of the conditions, on the part of the Affiliate, mentioned in this Agreement;
- (vii) To deal with satellite channel broadcasters; and provide / delete the channels as per the commercial and business deals looking at the viability of the business and also to comply with the regulations.
- (viii) To make physical verification of the network, from time to time.
- (ix) To finalize and effect changes wherever and whenever required in the Logical Channel Numbers (LCN) of the channels being run on the network.
- (x) To set up a centralized call centre for subscriber complaints.
- (xi) To form packages (including a la carte with pricing) for subscribers and communicate the same from time to time.

5. UNDERTAKINGS

5.1 (Affiliate) shall recognize the exclusive ownership of the property owned and installed by MSO and shall not have or claim any right, title or interest or lien of whatsoever nature.

5.2 Nothing contained herein shall constitute either Party as the agent or partner or the representative of the other for any purpose and neither Party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other Party and the relationship between the multi system operator (MSO) and the Affiliate is on "Principal to Principal" basis.

5.3 (i) It is expressly understood by the parties that “InCablenet”, “InDigital” logo(s) are a Registered Trade Mark of the multi system operator (MSO), and the Affiliate shall use the said logo(s) only during the currency of this agreement for the benefit of the cable television networking business of the multi system operator (MSO). Consent of the multi system operator (MSO) be and is hereby given to the Affiliate to use the said logo(s), to the extent of or in connection with the business of the multi system operator (MSO).

(ii) It is clearly understood and accepted by each party that it shall have no right to use any intellectual property of the other on its Cable T.V. Service or otherwise on or after the withdrawal by the other party of its consent for such uses.

5.4 In case of the Affiliate decides to transfer its interest in respect of its business of providing Cable T.V. Service to any other party / person (third party), in whole or in part, the Affiliate shall give prior notice to the multi system operator (MSO). The multi system operator (MSO) shall not have any objection to such transfer if the Affiliate has complied with its obligations under this contract and has paid all its dues.

Provided, however, that such other third party shall sign & execute a deed of adherence to the terms & conditions of this Agreement and other undertaking/bonds to the satisfaction of the multi system operator (MSO) in order to give effect to the provisions of this Agreement.

5.5 The Affiliate undertakes to the multi system operator (MSO) to maintain and continue to maintain its Postal Registration Certificate renewed from time to time in accordance with the Cable TV Networks (Regulation) Act, 1995 and to comply with the terms and conditions of the license certificate issued by the Postal Authority.

5.6 Both the parties shall comply with the Laws, as applicable to them.

5.7. The Affiliate further undertakes that:

(i) it shall ensure that its Cable TV Network shall be run in accordance with the provisions of the Cable Television Networks (Regulation) Act, 1995, and the rules made thereunder, regulations, orders, guidelines or the directors issued by the Central Government or the Authority from time to time.

(ii) it shall not permit/associate any person who is not eligible to run a Cable Television Network under the Cable Television Networks (Regulation) Act, 1995 to run/with the running of its Cable Television Network.

(iii) it shall strive to the best of its ability to provide Cable TV Services to the satisfaction of the subscriber(s) of its Cable Television Network.

(iv) it shall strive to the best of its ability to ensure that its Cable Television Network is not used for any unlawful purpose.

(v) it shall obtain the necessary approval/clearance from the relevant authority for the running of its Cable Television Network.

(vi) it shall abide by any direction issued by the Central Government in respect of the running of a Cable Television Network within India.

(vii) it shall transmit or re-transmit channels in the area notified under Section 4A of the Act in an encrypted form through a digital addressable system

(viii) it shall be sole responsibility of the Affiliate to collect the properly filled and duly signed CRF and other requests from the subscriber(s) and to keep the same in its safe custody as per the Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 other applicable TRAI Regulations, other laws, Rules, Regulations, Orders, Circulars, Notifications, etc.

(ix) it shall be responsible for production of CRF and other requests collected by it from the subscribers, to the MSO, as and when request is made by the MSO, from time to time, in this context, either:-

(a) suo moto; or

(b) on receipt of a notice, request, instruction, directives, etc. from the Regulatory authorities, other Government Departments/Authorities including but not limited to Entertainment Tax Department, Service Tax Department, etc.; or

(c) on request of the auditors of MSO; or

(d) on receipt of a complaint from subscriber(s), with a view to resolve the complaint of the concerned subscriber(s).

(x) it shall not do any act, deed, thing, etc. which shall be in violation of the Programme & Advertisement Codes prescribed in Rules 6 and 7 of the Cable Television Networks Rules, 1994.

6. PREVENTION OF PIRACY

6.1 The Affiliate shall not indulge or allow any person to indulge in Piracy or in reverse engineering any technology used in the Hardware or any component thereof nor shall he use the Hardware to be connected to any equipment for setting up a mini head-end for retransmission of the signals generated from the same. Any subscriber shall be disconnected by the Affiliate after giving due notice, if found to be indulging in or abetting any Piracy.

6.2 The Affiliate represents, warrants and undertakes that all set top boxes and Smart Cards as provided by the multi system operator (MSO):

- (i) are sold and installed together as a pack only in the Territory and only at the premises of a subscriber whose address has been verified in accordance with Clause 4.1.(iv); and
- (ii) employ card pairing technology that ensures once a Smart Card is activated, it is paired to a particular set top box and that the Channels so subscribed by the subscribers cannot be viewed, if such Smart Card is removed and used with any other set top box.

6.3 For relocation of a set top box of any subscriber, the Affiliate shall conduct an independent physical verification of the new residential address and forward due intimation of the same to the multi system operator (MSO) and shall only after prior written permission from the MSO be allowed to relocate/transfer a Set Top Box of any subscriber

6.4 The Affiliate shall furnish the following items of information for each subscriber prior to activation/allowing activation of a set top box and where separately issued, Smart Card for each subscriber: -

- (a) Name;
- (b) Installation address;
- (c) Billing address (if different);
- (d) Telephone number of the installation address, where applicable;
- (e) Subscriber's unique subscriber reference or subscription agreement number;
- (f) Any other information sought by any appropriate authority or the MSO.

7. DISCLAIMER AND INDEMNITY

7.1 In no event, either multi system operator (MSO) or the employees thereof shall be liable to the Affiliate or to any subscribers of Affiliate or any other person for any indirect, special, incidental or consequential damage arising out of or in connection with the disruption, interruption or discontinuance of the Service or for any inconvenience, disappointment or due to deprivation of any programme or information or for any indirect or consequential loss or damage, whether or not attributable to any act or omission of the multi system operator (MSO) or of any of its employees or otherwise.

7.2 Affiliate shall indemnify the multi system operator (MSO) from all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the Affiliate or due to termination of the Agreement or suspension of the Service due to Affiliate's breach.

8. EFFECT OF TERMINATION

8.1 In case of default by the Affiliate, the multi system operator (MSO) may instead of terminating the Agreement, suspend the transmission of the Cable T.V. Signal after complying with the requirements under regulations made by the TRAI in this regard, without any liability, responsibility or obligation to any subscriber, for such period until the Affiliate remedies the default. If any subscriber makes any claim or takes any action against the multi system operator (MSO), due to the disconnection or termination by the multi system operator (MSO), the Affiliate shall make good for all costs and consequences for such claim and action which are incurred or suffered by the multi system operator (MSO). Services may be restored at the discretion of the multi system operator (MSO) upon such advance payment and the payment of all outstanding.

8.2 In the event of the Termination, the Affiliate shall pay all amounts due and payable by the Affiliate upto the date of the Termination.

8.3 The Affiliate shall, within Five (5) days of the expiration or termination, as the case may be, of this Agreement in terms of the provisions mentioned herein, hand over to the multi system operator (MSO) all properties and assets belonging to the multi system operator (MSO), which are in the possession of the Affiliate.

8.4 The Affiliate shall also be liable to make good all losses or damages caused to such properties and assets belonging to the multi system operator (MSO) in the custody of the Affiliate within seven (7) days of expiration or termination of this Agreement.

Explanation:-

The requirement of this clause shall not have any application in respect of the Hardware or any other equipment belonging to the multi system operator (MSO), which are installed at the premises of the subscribers.

8.5 The Affiliate shall, within Five (5) days of the expiration or termination, as the case may be, of this Agreement in terms of the provisions mentioned herein, hand over to the MSO all properties, hardware and assets, CRF Forms, other requests received from the subscribers, from time to time, along with necessary verification documents, etc. belonging to the MSO, which are in the possession of the Affiliate. The Affiliate shall also be liable to make good all losses or damages caused to such properties and assets belonging to the MSO in the custody of the Affiliate within seven (7) days of expiration or termination of this Agreement.

8.6 If the Affiliate fails to hand over the Assets or make good losses or damages caused to such properties and assets within the above said period, the Affiliate shall be liable to make payment for the same along with simple interest at the rate of 15 percent per annum.

8.7 All rights and obligations of the Parties shall terminate upon termination of this agreement except that any obligation, express or implied, following such termination which survives by its very nature shall survive. Any continuation of Cable T.V. Signal after the termination shall be merely an extension of the Agreement for which the Affiliate shall continue to be liable to pay as provided under this Agreement or any terms as modified in writing or otherwise from time to time.

8.8 The expiration and termination of this Agreement shall be without prejudice to the rights which have already accrued to either party.

8.9 Upon termination of this Agreement, the parties may, by mutual consent, revive this Agreement. The multi system operator (MSO) shall reconnect the service upon such revival subject to such terms and conditions as are mutually agreed.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1 The rights and obligations of the Parties under the Agreement shall be governed by laws of India.

9.2 The Parties agree that they shall not seek injunctions or any interim/ ad-interim orders from any court or judicial tribunal/ authority in India with respect to any claims, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT"). The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the TDSAT.

10. FORCE MAJEURE

10.1 Failure on the part of the multi system operator (MSO)/Affiliate 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 through Force Majeure the fulfillment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will 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 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. Were the conditions of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance, then the Agreement shall be terminated upon notice of either party to the other, on expiry of one month from the date such notice is given.

10.2 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.

11. NOTICES

Any notice to be served on any party by the other shall be deemed to have been validly sent if sent by Registered Post Acknowledgement Due (RPAD) or by hand delivery duly acknowledged at the address mentioned in the beginning or at such other changed address as the party may inform and the date of receipt of such notice will be the date of receipt by the other party or shall be 7 days from the date of dispatch of the notice by RPAD, whichever is earlier.

12. RESTRICTION ON TRANSFER

The Affiliate shall not remove, sell, assign, mortgage, transfer/sublet, and encumber all or any part of the network which belongs to the multi system operator (MSO).

If the Affiliate indulges in any of the above-mentioned acts, the said acts shall be illegal and void ab-initio and the Affiliate shall also be liable for any action under the applicable law.

13. CONFIDENTIALITY

13.1 The parties shall keep in strict confidence, any confidential information received by one from the other while participating in the affairs/business of each other and shall not disclose the same to any person or party not being a party to this Agreement.

13.2 The parties shall also bind their employees, officers, advisors, associates, contractors, agents, authorized persons and other similar persons to whom the above mentioned information may be disclosed, to the obligations of confidentiality as prescribed in clause 13.1 above.

14. MODIFICATIONS

The Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement, including Addendum Agreements, Annexures, schedules or any other document, called by whatever name, but executed relating to this agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties.

15. BINDING EFFECT

This agreement modifies all prior understanding of the parties as to the subject matter hereof and shall not be amended except in writing by both the parties. Any other understanding between the parties (if any) with regard to any other matter such as Internet, etc or any accrued rights and obligation of the Parties, if any, shall continue to be in full force and effect.

Schedule B

PACKAGE	PRICE (EXCLUDING TAXES)	LMO SHARE	MSO SHARE