

SUBSCRIPTION AGREEMENT [DAO]

FOR MAVIS SATCOM LTD CHENNAI., OFFICE USE ONLY

Agreement No: SA _____
Date: _____
SMS Reference No: _____
Customer Reference No: _____

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

MAVIS SATCOM LTD CHENNAI, a company incorporated under the Companies Act, 1956, and having its registered office at, No 48 ,NP Jawaharla Nehru Road,Ekkattuthangal, Chennai 600 032 [*hereinafter referred to as "MAVIS SATCOM LTD CHENNAI", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns*]; and

Operator (M/s): _____

Operator's Status: Company Partnership Firm Proprietorship Firm Individual HUF Other

Cable TV/P&T Regd. No: _____ PAN No.: _____

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

Correspondence Address: _____

Tel. No.: _____ Mobile No.: _____ Fax No.: _____

streach

Installation Address: _____

Tel. No.: _____ Mobile No.: _____ Fax No.: _____

Contact Person Name & E-mail ID: _____

Operator's Location: Main City / Outside City / Rural Area

*[hereinafter referred to as "**Operator**", which expression, unless repugnant to the context thereof, shall 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**")]*.

MAVIS SATCOM LTD CHENNAI and the Operator are hereinafter individually and collectively referred to as "**Party**" and "**Parties**", respectively.

WHEREAS:

A. MAVIS SATCOM LTD CHENNAI is exclusively authorized to distribute the Channels, inter alia, to DAO

Operators in the Territory. B. The Operator is a DAO Operator in the Territory.

C. The Operator is desirous to subscribe the Subscribed Channels for further retransmission to the Subscribers through its Addressable System and MAVIS SATCOM LTD CHENNAI is willing to provide signals of the Subscribed Channels to the Operator based on the terms and conditions provided herein.

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 defined terms below shall have such respective meaning as have been assigned to them hereunder. Additionally, there are other defined terms in the body of the Agreement which shall have such respective meaning as have been assigned to them in the body of the Agreement.

- (i) "**Addressable System**" means an electronic device (which includes hardware and its associated software) or more than one electronic devices put in an integrated system through which signals of television channels can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the subscriber within limits of the authorization made, through the Conditional Access System, and the Subscriber Management System, on the explicit choice and request of such subscriber, by the Cable Operator to the subscriber.
- (ii) "**Applicable Laws**" means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.

- (iii) **“Area”** means such city/cities notified under Section 4A of the Cable Television Act, 1995 (as amended from time to time) within the Territory as specified in **Annexure C** to this Agreement.
- (iv) **“Auditor”** means MAVIS SATCOM LTD CHENNAI’s authorized representatives from an independent nationally recognized firm of accountants and who are bound by the confidentiality terms as set out in this Agreement.
- (v) **“Bouquet” or “Bouquets”** means package(s) of channels, from amongst the Channels, offered by JAYA TV NETWORK CHENNAI, as are listed in **Annexure A-2** of this Agreement.
- (vi) **“CAS”** means conditional access system installed/to be installed at the Operator’s headend that enables the Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (vii) **“Cable Operator”** means any person who provides Cable Services through a cable television network or otherwise controls or is responsible for the management and operation of a cable television network and fulfills the prescribed eligibility criteria and conditions.
- (viii) **“Cable Services”** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (ix) **“Cable Television Networks”** means systems consisting of set of closed transmission paths and associated signal generation, control and distribution equipments designed to provide Cable Service for reception by multiple subscribers.
- (x) **“Channels”** means the satellite television channels listed in **Annexure A** of this Agreement.
- (xi) **“Commercial Subscribers”** means (i) hotels with ratings of three star and above, (ii) heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India), (iii) any other hotel, motel, inn, and such other commercial establishment providing boarding and lodging and having fifty or more rooms; and (iv) in respect of programs of a broadcaster shown on the occasion of a special event for common viewing, any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of fifty persons.
- (xii) **“Confidential Information”** means any confidential information disclosed by MAVIS SATCOM LTD CHENNAI to the Operator while the Operator is participating in the affairs/business of MAVIS SATCOM LTD CHENNAI and any such other confidential and proprietary information, including the terms and conditions of this Agreement, that may be disclosed by MAVIS SATCOM LTD CHENNAI during the Term.
- (xiii) **“DAO Operator”** means a Cable Operator operating a digital Addressable System to transmit or retransmit programs of any channel in an Encrypted form through a digital Addressable System.
- (xiv) **“Effective Date”** means April 1, _____.
- (xv) **“EPG”** means an electronic programming guide or other navigational tools to similar nature.
- (xvi) **“EPGN”** means EPG number for each of the Subscribed Channels.
- (xvii) **“Equipment”** means equipment comprising of digital satellite receivers/integrated receiver decoder, viewing cards and remotes (where applicable), details of which are set forth in **Annexure B** hereto, which enables decryption of the Encrypted signals of the Subscriber Channels.
- (xviii) **“Encrypted”** in respect of a signal of cable television network, means the changing of such signal in a systematic way so that the signal would be unintelligible without the use of an addressable system.
- (xix) **“Intellectual Property”** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logos, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xx) **“Local Cable Operators”** means the local cable operators receiving signals of the satellite television channels from the Operator and transmitting the same through its Cable Television Network to the Subscribers.
- (xxi) **“MIB”** means the Ministry of Information & Broadcasting in India.
- (xxii) **“Monthly Average Subscriber Base”** means the average number of Subscribers for a particular month, as set forth in the applicable Subscriber Report, calculated by dividing the sum of the total number of Subscribers on the first day of such month and the last day of such month, by two.
- (xxiii) **“Monthly Subscription Fee”** means the monthly subscription fee payable by the Operator to MAVIS SATCOM LTD CHENNAI in terms of Clause 11 of this Agreement, computed basis the rates of the Subscribed Channels/Bouquets specified in **Annexure A-1** and **Annexure A-2** to this Agreement.
- (xxiv) **“Packages”** means various packages offered to the Subscribers comprising of channels of various broadcasters.
- (xxv) **“Service Provider”** means the respective owner(s) of any channel from amongst the Channels.
- (xxvi) **“Subscriber Management System” or “SMS”** means a system or device which, stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquet of channels, a log of all

actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid by the subscriber for each billing period.

- (xxvii) "**STB**" means the Operator provided and/or the Operator authorized set top box (embedded with an Operator designated vendor designed CAS micro chip) installed in the premises of the Subscriber that allows the Subscriber to receive the Subscribed Channels through the Operator's Addressable System.
- (xxviii) "**Subscribed Channels**" means the channels amongst the Channels/Bouquets subscribed by the Operator, as are specifically identified by the Operator by assigning tick marks () against such channels amongst the Channels/Bouquets listed in **Annexure A-1** and **Annexure A-2** to this Agreement.
- (xxix) "**Subscriber**" means a subscriber who receives the Cable Service and uses the same for domestic purposes only and specifically excludes Commercial Subscriber. For the sake of clarity, STB in a private residential household or private residential multi-dwelling unit receiving the Subscribed Channels from the Operator either directly or indirectly (through Local Cable Operators) through the Operator's Addressable System shall be treated as a Subscriber.
- (xxx) "**Subscriber Reports**" means the monthly subscriber reports to be provided by the Operator to MAVIS SATCOM LTD CHENNAI in terms of Clause 15 of this Agreement.
- (xxxi) "**MAVIS SATCOM LTD CHENNAI Marks**" shall mean all Intellectual Property owned or used by MAVIS SATCOM LTD CHENNAI or its affiliates or the Service Providers from time to time in connection with the Channel/Subscribed Channels, including, without limitation, the trade names and trademarks specified by MAVIS SATCOM LTD CHENNAI itself, or on behalf of its subsidiaries or Service Providers or otherwise notified in writing by MAVIS SATCOM LTD CHENNAI from time to time.
- (xxxii) "**TDSAT**" means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (xxxiii) "**Technical Specifications**" means the technical specifications set forth in **Schedule 1** to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (xxxiv) "**Term**" means the period of one (1) year commencing from the Effective Date.
- (xxxv) "**Territory**" means the States of Tamil Nadu, Karnataka, Andhra Pradesh and Kerala as well as Union Territories of Pondicherry and Andaman & Nicobar Islands or India as a whole
- (xxxvi) "**TRAI**" means the Telecom Regulatory Authority of India.

2. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

- (i) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (ii) The references to Annexure and Schedule are references respectively to the annexure to this Agreement.
- (iii) The reference to the singular includes reference to plural and vice versa.
- (iv) The reference to any gender includes a reference to all other genders.
- (v) The term "including" shall mean "including without limitation".

3. NON-EXCLUSIVE RIGHT:

On the basis of the representations, warranties and undertakings given by the Operator, and subject to the Operator paying the Monthly Subscription Fees, MAVIS SATCOM LTD CHENNAI hereby grants non-exclusive right to the Operator to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of the Subscribed Channels through its Addressable System to the Subscribers (either directly or through the Local Cable Operators) in a securely Encrypted manner during the Term (both to be done at Operator's sole cost and expense), subject to the Operator complying with all the terms and conditions as set out in this Agreement. The Operator hereby specifically understands and acknowledges that the Operator shall not have the right to upgrade the standard definition feed of the standard definition Channels, from amongst the Subscribed Channels, to high definition feed (by using any technology now available or which may become available in future) at the time of distributing such standard definition Channels through its Addressable System. The Operator further understands and agrees that mere possession of the Equipment and/or access to the signals of the Channels/Subscribed Channels does not entitle the Operator to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever. All distribution rights not specifically and expressly granted to the Operator under this Agreement, including without limitation, PPV, NVOD, SVOD, VOD, personal computer, mobile telephony, DTH, etc., are reserved by MAVIS SATCOM LTD CHENNAI.

4. AREA:

The Operator retransmitting the signals of the Subscribed Channels to the Subscribers through Operator's Addressable System shall be limited to the Area.

The Operator shall not provide signals of the Subscribed Channels to the Subscribers beyond the Area. Violation of this clause shall be a material breach to this Agreement and the Operator shall be deemed to indulging in unauthorized retransmission of signals of the Subscribed Channels and MAVIS SATCOM LTD CHENNAI shall have the right to terminate this Agreement and/or deactivate the signals of the Subscribed Channels to the Operator, in addition to any other legal and equitable remedies available to MAVIS SATCOM LTD CHENNAI.

5. OBLIGATION OF THE OPERATOR:

- (i) The Operator shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers through the Operator's Addressable System.
- (ii) The Operator shall retransmit signals of the Subscribed Channels to the Subscribers in the Area only through the Operator's Addressable System. The Operator shall be responsible, at its sole cost and expense, for obtaining all licenses and permits necessary for the foregoing.
- (iii) The Operator shall collect fees from the Subscribers, either directly or through its Local Cable Operators, and pay the Monthly Subscription Fees to MAVIS SATCOM LTD CHENNAI, in a timely manner.
- (iv) The Operator shall ensure retransmission of high quality Encrypted signal of the Subscribed Channels to the Subscribers in the Area.
- (v) The Operator shall furnish updated list of Local Cable Operators along with their Subscriber Base to MAVIS SATCOM LTD CHENNAI on a monthly basis in terms of Clause 12 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 (as amended from time to time).
- (vi) The Operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels in the Area and shall regularly provide to MAVIS SATCOM LTD CHENNAI with updated piracy reports.

6. EQUIPMENT:

- (i) MAVIS SATCOM LTD CHENNAI shall, at the request of the Operator supply or cause to be supplied the Equipment to the Operator or has already supplied such Equipment directly or through suppliers nominated by it. The Equipment shall at all times remain the sole and exclusive property of respective Service Provider.
- (ii) In the event the Operator merges or amalgamate with another entity or ceases to operate its Addressable System, the Equipment supplied by MAVIS SATCOM LTD CHENNAI to the Operator shall be returned forthwith to MAVIS SATCOM LTD CHENNAI. In case the Equipment are damaged due to negligence of the Operator, MAVIS SATCOM LTD CHENNAI, on behalf of the respective Service Provider, shall be authorized to recover the actual repair cost from the Operator and in the event the Equipment are beyond repair, the Operator shall be liable to pay to MAVIS SATCOM LTD CHENNAI the cost of such Equipment as on the date it was supplied to the Operator.
- (iii) In order to take back possession of the Equipment from the Operator, the Operator shall ensure that the personnel/representative of MAVIS SATCOM LTD CHENNAI are allowed free and unobstructed access to the premises of the Operator where the Equipment are installed, and the Operator shall not interfere with such procedure.
- (iv) The Operator may be required to purchase from MAVIS SATCOM LTD CHENNAI/Service Provider approved vendors the integrated receiver decoders that shall be in compliance with the Technical Specifications or, depending on availability, MAVIS SATCOM LTD CHENNAI may provide on loan to the Operator such integrated receiver decoders subject to payment of activation fee and annual maintenance fee, as applicable, at the sole discretion of MAVIS SATCOM LTD CHENNAI. The integrated receiver decoders provided by MAVIS SATCOM LTD CHENNAI shall at all times remain the property of the respective Service Provider.

7. ADDITIONAL CHARGES FOR THE EQUIPMENT:

- (i) In the event the Operator requests, MAVIS SATCOM LTD CHENNAI may on behalf of the Service Providers, in terms of the applicable MAVIS SATCOM LTD CHENNAI policy, supply or cause to supply the Equipment. At its discretion, MAVIS SATCOM LTD CHENNAI may require the Operator to make the following payments against delivery of the Equipment:

- (a) **Processing Fee:** MAVIS SATCOM LTD CHENNAI may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel as per MAVIS SATCOM LTD CHENNAI policy.

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

Refundable Security Deposit: MAVIS SATCOM LTD CHENNAI may require the Operator to pay an amount of Rs. 2,500/-, or such amount as may be determined by MAVIS SATCOM LTD CHENNAI from time to time, for each digital satellite receivers/integrated receiver decoder provided by MAVIS SATCOM LTD CHENNAI to the Operators under the Agreement. Such refundable security deposit amount shall be refunded by MAVIS SATCOM LTD CHENNAI to the Operator upon expiry or earlier termination of the Agreement, subject to the Operator returning the digital satellite receivers/integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to MAVIS SATCOM LTD CHENNAI setting off the refundable security deposit amount, or part thereof, with any amount receivable by MAVIS SATCOM LTD CHENNAI from the Operator on such date of expiry or termination of the Agreement.

- (ii) The abovementioned charges shall be levied on a one time basis during the Term for each of the Subscribed Channels or for any new channel introduced by MAVIS SATCOM LTD CHENNAI and subscribed for by the Operator. It is expressly agreed between the Parties that if within one (1) month of the request made, the Operator does not intimate MAVIS SATCOM LTD CHENNAI of the receipt or non- receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

8. DELIVERY AND SECURITY:

The Operator shall retransmit the signals of the Subscribed Channels to the Subscribers in a securely and Encrypted manner. The Operator undertakes to carry the Subscribed Channels in its entirety, in the order and at the time transmitted by Service Providers without any editing, delays, alterations, interruptions, 4 picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-through or crawls, deletions or additions, except as authorized in advance in writing by MAVIS SATCOM LTD

CHENNAI, including for any electronic program guide as referenced in Clause 10 below. The Operator shall not retransmit any portion of the Subscribed

Channels except as specifically authorized by MAVIS SATCOM LTD CHENNAI. The Service Providers have the right to alter any or all of the Subscribed

Channels, including the names of the Subscribed Channels and the programming exhibited on the Subscribed Channels.

9. PACKAGES:

- (i) The Operator undertakes to MAVIS SATCOM LTD CHENNAI that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Operator with respect to other channels of similar genre while including the channels in any of its Package.
- (ii) The Subscribed Channels shall be placed in Packages as may be mutually agreed by the Parties in writing. Any amendment to the Packages shall be mutually agreed and recorded in writing signed by the Parties.

10. ELECTRONIC PROGRAMMING GUIDE:

- (i) If Operator has or creates an EPG, or a printed programming guide for distribution to its Subscribers (a copy of which shall be sent to MAVIS SATCOM LTD CHENNAI simultaneously with mailings to Subscribers), then the programming schedule of each of the Subscribed Channels shall be prominently featured in them in the order of the EPGN for each of the Subscribed Channels. The Operator agrees not to disadvantage any of the Subscribed Channels or otherwise treat any of the Subscribed Channels less favourably with respect to competing channels on a genre basis in arranging the EPGNs.
- (ii) The EPGNs for the Subscribed Channels ideally shall not be changed over the Term. The Operator shall give MAVIS SATCOM LTD CHENNAI at least three (3) months prior written notice of any changes to the EPGNs for other channels. All changes shall be made in good faith without targeting the Subscribed Channels for discriminatory treatment vis-à-vis other channels falling within the same genres.
- (iii) The Operator shall offer all contributory language feeds for a given Channel to every Subscriber entitled to access that Channel.

11. MONTHLY SUBSCRIPTION FEES & PAYMENT TERMS:

- (i) In case the Operator subscribes to a channel (from amongst the Channels) on a-la-carte rate basis, the Monthly Subscription Fee for such a-la-carte Subscribed Channels shall be equal to the a-la-carte rate of such Subscribed Channel as set out in **Annexure A-1** to the Agreement multiplied by the Monthly Average Subscriber Base availing such channel on a-la-carte basis.
- (ii) In case the Operator subscribes to a Bouquet, the Monthly Subscription Fee for such Bouquet shall be equal to bouquet rate of such Bouquet as set out in **Annexure A-2** of this Agreement multiplied by the Monthly Average Subscriber Base availing such Bouquet.
- (iii) In case the Operator subscribes to a channel (from amongst the Channels) on a-la-carte basis and also subscribes to a Bouquet not comprising of the channel (from amongst the Channels) opted on a-la-carte basis of MAVIS SATCOM LTD CHENNAI:
 - (a) For a-la-carte channel, the Monthly Subscription Fee shall be calculated on the basis of sub clause 11(i) of the Agreement.
 - (b) For Bouquet, the Monthly Subscription Fee shall be calculated on the basis of sub-clause 11(ii) of the Agreement.
- (iv) In case the Operator does not offer any Bouquet as a whole to the Subscribers but offers only certain channels comprised in such Bouquet, then the payment required to be made by the Operator to MAVIS SATCOM LTD CHENNAI for such Bouquet shall be calculated on the basis of the subscriber base for the Channel which has the highest subscriber base amongst the Channels comprised in that Bouquet.
- (v) In case the Operator does not offer opted a-la-carte channel(s) (from amongst the Channels) as a-la-carte to its Subscriber but offers such a-la-carte channel(s) (from amongst the Channels) in packages, then the payment to MAVIS SATCOM LTD CHENNAI for each such a-la-carte channel(s), shall be calculated on the basis of subscriber base of the package in which such opted a-la-carte channel(s) has been placed.
- (vi) The a-la-carte rate and the Bouquet rates of the Channels shall be subject to amendments by MAVIS SATCOM LTD CHENNAI during the Term in accordance with any applicable notification/orders issued by any applicable authority or any order of the TDSAT or an order of any other court having appropriate jurisdiction, as the case may be.
- (vii) MAVIS SATCOM LTD CHENNAI shall raise an invoice within seven (7) days from the end of the concerned month basis the Average Monthly Subscriber Base set forth in the applicable Subscriber Report. In case the Operator fails to provide the applicable Subscriber Report within the prescribed period of seven (7) days, MAVIS SATCOM LTD CHENNAI shall have the right to raise a provisional invoice on the Operator (such provisional invoice amount to be not more than the last invoice raised by MAVIS SATCOM LTD CHENNAI on the Operator and reconciliation shall be undertaken by the Parties once the applicable Subscriber Report is received from the Operator) and the Operator shall be under obligation to pay the Monthly Subscription Fees on the basis of such provisional invoice. The Operator understands and acknowledges that non-receipt of dispatched invoices from MAVIS SATCOM LTD CHENNAI shall not relieve the Operator from its obligation to make the payments of the Monthly Subscription Fees within the Due Date (as defined below). In the event the Operator does not receive the invoice for a particular month by the 15th day of such month, then the Operator shall promptly intimate MAVIS SATCOM LTD CHENNAI about the same and request for issuance of duplicate invoice. All such communication shall mandatorily be addressed/marked to the attention of Chief Financial Officer of MAVIS SATCOM LTD CHENNAI. Additionally, the Operator shall make payment of provisional Monthly Subscription Fee and reconciliation shall be undertaken by the Parties once the applicable invoice is received by the Operator from MAVIS SATCOM LTD CHENNAI.
- (viii) The Operator shall pay to MAVIS SATCOM LTD CHENNAI the Monthly Subscription Fee within fifteen (15) days of the expiry of the concerned month ("**Due Date**"). The Monthly Subscription Fees are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment

taxes and other such taxes. All such taxes shall be at the Operator's cost and shall be charged at the prevailing rates by MAVIS SATCOM LTD CHENNAI to the Operator.

- (ix) Failure on the Operator's part to make applicable payment within the applicable Due Date shall constitute a material breach on part of the Operator hereunder entitling MAVIS SATCOM LTD CHENNAI to initiate applicable legal proceedings under Applicable Laws against the Operator at the entire risk of the Operator as to costs and expenses. Additionally, any due payment from the Operator to MAVIS SATCOM LTD CHENNAI post expiry of the Due Date shall attract interest at the rate of 18% (eighteen percent) per annum until the date the due payment, along with the applicable interest, is paid in full. The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the Monthly Subscription Fee by the Due Date, and MAVIS SATCOM LTD CHENNAI shall retain all of its other rights and remedies under the Agreement and/or Applicable Laws, including without limitation, the right to terminate the Agreement and disconnect/deactivate the signals of the Subscribed Channels.
- (x) If payment of the Monthly Subscription Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the Operator shall provide tax withholding certificates to MAVIS SATCOM LTD CHENNAI within such period as has been specified in the Income Tax Act/Rules/Notifications/Circulars issued there under.
- (xi) The Monthly Subscription Fees shall be paid by the Operator to MAVIS SATCOM LTD CHENNAI in Indian Rupees by demand draft/pay order/cheque drawn in favour of "MAVIS SATCOM LTD CHENNAI", unless instructed otherwise in writing by MAVIS SATCOM LTD CHENNAI. No cash payments shall be made by the Operator towards the Monthly Subscription Fees or any other dues whatsoever. However in the event a cheque is issued by the Operator and such cheque is dishonoured or not approved or returned due to any reason whatsoever, without prejudice to the rights available to MAVIS SATCOM LTD CHENNAI under Applicable Laws, the Operator shall be liable to pay MAVIS SATCOM LTD CHENNAI an amount of not less than Rs.1,500/- for each such dishonoured, disapproved or rejected cheque.
- (xii) All payments collected by MAVIS SATCOM LTD CHENNAI from the Operator shall be on First In First Out (FIFO) basis. The Operator shall have no right to withhold or claim adjustment/set off Monthly Subscription Fee under this Agreement for any reason whatsoever (including but not limited to by virtue of any alleged loss of subscriber, counterclaim against MAVIS SATCOM LTD CHENNAI, etc.).

12. REVISION OF RATES/SUBSCRIPTION FEES:

- (i) The Monthly Subscription Fees payable by the Operator to MAVIS SATCOM LTD CHENNAI shall automatically be revised if during the Term a revision of the a-la-carte rates and/or bouquet rates mentioned in **Annexure A-1** and **Annexure A-2**, respectively, of the Agreement ("**Tariffs**"), of any Subscribed Channels is brought about pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi judicial or judicial authority and such revised Tariffs shall apply from the date such revision is notified by such authority; and/or
- (ii) MAVIS SATCOM LTD CHENNAI reserves the right to revise the Monthly Subscription Fees if during the Term there is addition/deletion in the Subscribed Channels.
- (iii) MAVIS SATCOM LTD CHENNAI reserves the right to revise the Monthly Subscription Fees if during the Term MAVIS SATCOM LTD CHENNAI, at its sole discretion, believes that:
 - (a) There is any variation in the Subscriber Base of the Operator; and/or
 - (b) The Operator has suppressed the correct number of Subscribers and/or Local Cable Operators at the time of execution of the Agreement; and/or
 - (c) There is an increase/decrease in the Subscribers and/or Local Cable Operators.

13. REPLACEMENT/CONVERSION OF CHANNEL:

- (i) MAVIS SATCOM LTD CHENNAI reserves the right at any time during the Term to remove and/or delete any television channel from the Subscribed Channels ("**Removed Channel**") and the applicability of this Agreement with respect to the Removed Channel shall stand terminated. MAVIS SATCOM LTD CHENNAI shall have the right to replace any Removed Channel with a replacement channel or to add any channel to the list of Channels and to grant the distribution rights to Operator in respect of the replacement or new channel. If any channel is removed, replaced or added to the list of Channels, the Monthly Subscription Fee payable shall be mutually negotiated between the Parties. For avoidance of doubt it is hereby clarified that MAVIS SATCOM LTD CHENNAI shall use its best commercial endeavors to provide reasonable notice to the Operator with respect to removal or replacement of Subscribed Channels, provided however that failure to provide any such notice to the Operator shall not be deemed a breach of MAVIS SATCOM LTD CHENNAI's obligations hereunder. Additionally, the Operator hereby undertakes not to involve MAVIS SATCOM LTD CHENNAI and indemnify MAVIS SATCOM LTD CHENNAI from any claim/damage/legal proceedings that may be brought against the Operator by any of the Subscriber on account of such Removed Channels (with or without prior notification) and/or increase, if any, in the subscription rates that the Operator may choose to levy on the Subscriber.
- (ii) It is hereby clarified for the avoidance of doubt that amongst the Channels/Subscribed Channels, if any free-to-air channel is converted as a pay channel or if any pay channel is converted into a free-to-air channel, as applicable, the Monthly Subscription Fee payable shall be mutually negotiated between the Parties.

14. ANTI PIRACY:

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part ("**Piracy**"), the Operator shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures, as are set forth in **Schedule 2** of this Agreement ("**Security Systems**") as may be specified, in a non-discriminatory manner in writing, from time to time, by MAVIS SATCOM LTD CHENNAI. The Operator granting access to the Subscribed Channels to its subscribers outside the Area through the Operator's Addressable System shall tantamount to the Operator allowing unauthorized access to the Subscribed Channels.
- (ii) To ensure the Operator's ongoing compliance with the security requirements set out in the Agreement, MAVIS SATCOM LTD CHENNAI may require technical audits ("**Technical Audits**") conducted by an independent security technology auditor ("**Technical Auditor**"), approved by MAVIS SATCOM LTD CHENNAI in writing no more than twice

per year during the Term, at MAVIS SATCOM LTD CHENNAI'S cost and expense. If the results of any Technical Audits are not found to be satisfactory by either the Operator or MAVIS SATCOM LTD CHENNAI, then MAVIS SATCOM LTD CHENNAI shall work with the Operator in resolving the issues in the next fourteen (14) business days. If a solution is not reached at by then, MAVIS SATCOM LTD CHENNAI may, in its sole discretion, suspend the Operator's right to distribute the Subscribed Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to MAVIS SATCOM LTD CHENNAI'S satisfaction. The Operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the Operator to MAVIS SATCOM LTD CHENNAI'S satisfaction.

- (iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Subscribed Channels, retransmitted by the Operator at least every 10 minutes on 24 x 7 x 365(6) basis.
- (iv) The Operator shall not authorize, cause or suffer any portion of any of the Subscribed Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Operator at the time the Subscribed Channels are made available. If the Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, the Operator shall within 10 minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Subscribed Channels for any other purpose, notify MAVIS SATCOM LTD CHENNAI and the Operator shall also switch off the concerned STB to prevent such unauthorized use. However, use of a STB with personal video recorder/digital video recorder facility which has been supplied by the Operator shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber.
- (v) If so instructed by Information (*as defined below*) by MAVIS SATCOM LTD CHENNAI, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within 10 minutes from the time it receives such instruction from MAVIS SATCOM LTD CHENNAI. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e-mail in a format as mutually agreed by the Parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "Information" may even be provided by MAVIS SATCOM LTD CHENNAI's representatives through other means of communications such as telephonic message, fax etc and the said "Information" shall later be confirmed by MAVIS SATCOM LTD CHENNAI through e-mail and the Operator shall be under obligation to act upon such information.
- (vi) MAVIS SATCOM LTD CHENNAI plans to actively combat piracy of the Channels in the Territory and the Operator undertakes to work closely and provide all such assistance to MAVIS SATCOM LTD CHENNAI as may be reasonably required by MAVIS SATCOM LTD CHENNAI in that regard. The Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule 2.

15. SUBSCRIBER REPORTS:

- (i) The Operator shall maintain at its own expense a SMS which should be fully integrated with the CAS.
- (ii) The Operator shall provide to MAVIS SATCOM LTD CHENNAI complete and accurate opening and closing subscriber monthly reports for the Subscribed Channels and the Package containing the Subscribed Channels within seven (7) days from the end of each month in the format as may be specified by MAVIS SATCOM LTD CHENNAI from time to time along with such other information as MAVIS SATCOM LTD CHENNAI may require for determining the Monthly Average Subscriber Base and the Monthly Subscription Fee.
- (iii) Each Subscriber Reports shall specify all information required and shall be signed and attested by an officer of the Operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.
- (iv) Operator shall also include in its Subscriber Report comprehensive details of all incidents of piracy and signal theft involving the Operator's Addressable System, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report. The obligation of Operator to provide to MAVIS SATCOM LTD CHENNAI the Subscriber Reports shall survive termination of this Agreement until MAVIS SATCOM LTD CHENNAI receives the Subscriber Reports for each relevant month for which any Monthly Subscription Fee is payable.
- (v) Operator shall supply to MAVIS SATCOM LTD CHENNAI within 90 days after the end of each financial year during the Term, a statement attested by an officer of the Operator of a rank not less than Head of Department/Chief Financial Officer certifying as to the completeness and accuracy of all information contained in all Subscriber Reports relating to such financial year.

16. SUBSCRIBER MANAGEMENT SYSTEM/SMS:

- (i) The Operator will maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable MAVIS SATCOM LTD CHENNAI to verify the Monthly Subscriber Reports supplied by Operator, the payments due to MAVIS SATCOM LTD CHENNAI hereunder and Operator's compliance with MAVIS SATCOM LTD CHENNAI's anti-piracy obligations as set out in Schedule 2 of this Agreement.
- (ii) The Operator agrees that it shall maintain the customer databases compiled by the Operator under this Agreement, and that it shall provide MAVIS SATCOM LTD CHENNAI with reasonable access to such databases. The Operator will maintain at its own expense a SMS capable of, at a minimum,:
 - (a) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - (b) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - (c) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;

- (d) administering payments of any commission fees from time to time payable to the Operator's authorised agents for the sale to Subscribers of the Packages;
- (e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
- (f) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

17. AUDIT:

- (i) MAVIS SATCOM LTD CHENNAI's representatives shall have the right, not more than twice in a calendar year, to review and/or audit the SMS, CAS, other related systems and records of SMS of the Operator relating to the Subscribed Channels for the purpose of verifying the correctness of the information contained in Subscriber Reports and Operator's full compliance with the terms and conditions of the Agreement. If such review and/or audit reveal that additional fees are payable to MAVIS SATCOM LTD CHENNAI by the Operator ("**Additional Fees determined by Technical Audit**"), the Operator shall immediately pay such Additional Fees determined by Technical Audit, as increased by interest levied at the rate of 18% (eighteen percent) per annum. If such Additional Fees determined by Technical Audit is more than 2% (two per cent) of the Monthly Subscription Fees for the applicable period already paid by Operator to MAVIS SATCOM LTD CHENNAI, the Operator shall pay all of MAVIS SATCOM LTD CHENNAI's costs incurred in connection with such review and/or audit, and undertake to take any necessary actions to avoid such errors in the future.
- (ii) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.
- (iii) MAVIS SATCOM LTD CHENNAI's Auditors shall also have the right to review or audit the books of accounts and records of Operator relating to the Subscribed Channels, once in every calendar year, for the purpose of verifying the correctness of the amounts payable to MAVIS SATCOM LTD CHENNAI under this Agreement and the correctness of the information contained in Subscriber Reports. If such review or audit reveals that additional fees are payable to MAVIS SATCOM LTD CHENNAI ("**Additional Fees determined by Commercial Audit**"), Operator shall immediately pay such Additional Fees determined by Commercial Audit, as increased by interest levied at the rate of 18% (eighteen percent) per annum. If such Additional Fees determined by Commercial Audit is more than 2% (two per cent) of the Monthly Subscription Fees for the applicable period already paid by Operator to MAVIS SATCOM LTD CHENNAI, the Operator shall pay all of MAVIS SATCOM LTD CHENNAI's costs incurred in connection with such review and/or audit, and undertake to take any necessary actions to avoid such errors in the future. Further in such a case where there is a discrepancy of 2% or more, as detailed in this clause, MAVIS SATCOM LTD CHENNAI shall be permitted to be undertake such review/audit carried once in every quarter henceforth, however at MAVIS SATCOM LTD CHENNAI's sole discretion.

18. TERM & TERMINATION:

- (i) This Agreement shall be valid for the Term. This Agreement shall automatically expire by efflux of time, i.e., on the completion of the Term, unless terminated earlier.
- (ii) Either Party has a right to terminate this Agreement by a written notice, subject to Applicable Laws, to the other Party in the event of:
 - (a) material breach of this Agreement by the other Party which has not been cured within thirty (30) days from receiving a notice from the other Party; or
 - (b) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; or
 - (c) the license or any other material license necessary for the Operator to operate its Addressable System being revoked at anytime other than due to the fault of the Operator.
- (iii) MAVIS SATCOM LTD CHENNAI shall have the right to forthwith terminate this Agreement and disconnect/deactivate the distribution of signals to the Subscribed Channels and/or take any other action as may be appropriate, upon the occurrence of any of the following:
 - (a) In case of dissolution of the partnership or winding up proceedings against the Operator;
 - (b) In the event of assignment of the Agreement by the Operator without prior written approval of MAVIS SATCOM LTD CHENNAI;
 - (c) If the Operator voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels (including but not limited to entering into an agreement/arrangement with another service provider for operational and/or administrative and/or funding purposes, etc.);
 - (d) In the event MAVIS SATCOM LTD CHENNAI/Service Providers is/are subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of MAVIS SATCOM LTD CHENNAI/Service Providers to provide the Subscribed Channels or any part thereof to the Operator or limit the Operator's right or authorisation to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts MAVIS SATCOM LTD CHENNAI/Service Providers to provide the Subscribed Channels to the Operator under the terms of this Agreement.
 - (e) If the Operator in any manner jeopardizes or interferes with Intellectual Property rights referred to in Clause 23 of the Agreement;
 - (f) If the Equipment are removed from the Installation Address without prior written consent of MAVIS SATCOM LTD CHENNAI or is being used or intended to be used, at a place other than the Installation Address;
 - (g) If the applicable license granted by the appropriate government/statutory authority to the Operator to permit the Operator to operate its Addressable System is suspended, cancelled, terminated and/or not renewed;
 - (h) If the Operator is in breach of any of its representations, obligations, warranties contained in this Agreement and/or if the same are found to be untrue;
 - (i) In the event of non-disclosure/under-declaration of Local Cable Operators and/or under-declaration or wrong disclosure of Subscriber Base catered directly or through Local Cable Operators;
 - (j) In case the Operator distributes/sub-distributes the signals of the Subscribed Channels beyond the Areas as agreed under this Agreement;
 - (k) If the Operator does not comply with any rules, regulations, orders of TRAI or any other government or statutory body/court or tribunal.

- (iv) MAVIS SATCOM LTD CHENNAI shall have the right to terminate this Agreement, or part thereof, by a written notice to the Operator if (a) the Operator breaches any of the Anti Piracy obligations and fails to cure such breach within ten (10) days of being required in writing to do so; or (b) MAVIS SATCOM LTD CHENNAI ceases to distribute any of the Subscribed Channels in terms of Clause 13(i) of the Agreement.
- (v) The Parties agree that if any of the agreements between MAVIS SATCOM LTD CHENNAI and the Service Providers relating to MAVIS SATCOM LTD CHENNAI's right to distribute any of the Subscribed Channels in the Area is terminated, then the part of the Agreement pertaining to the said Subscribed Channel shall stand terminated. In such an event, fresh Annexure shall be executed between the Parties at mutually agreed terms, subject to applicable law.
- (vi) MAVIS SATCOM LTD CHENNAI's rights to terminate the Agreement shall be without prejudice to MAVIS SATCOM LTD CHENNAI's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.
- (vii) The Operator shall have the right to terminate this Agreement on written notice to MAVIS SATCOM LTD CHENNAI if the Operator discontinues its Addressable System and provides at least ninety (90) days prior written notice.

19. CONSEQUENCES OF EXPIRY/TERMINATION:

- (i) Upon expiry/termination of the Agreement:
 - (a) MAVIS SATCOM LTD CHENNAI shall disconnect/deactivate signals of the Subscribed Channels,
 - (b) The Operator shall immediately return the Equipment of the Subscribed Channels to MAVIS SATCOM LTD CHENNAI in good working condition failing which the Operator shall be liable to compensation/damages, equivalent to the Monthly Subscription Fees last paid by the Operator, for each month of delay, on a pro-rata basis,
 - (c) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession; and
 - (d) The Operator shall within seven (7) days of the expiry/termination pay to MAVIS SATCOM LTD CHENNAI all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to MAVIS SATCOM LTD CHENNAI under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 18% (eighteen per cent) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.
- (ii) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

20. REPRESENTATIONS AND WARRANTIES OF MAVIS SATCOM LTD CHENNAI:

- (i) MAVIS SATCOM LTD CHENNAI represents to the Operator that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (ii) MAVIS SATCOM LTD CHENNAI makes no representations and/or warranties relating to the continuity, reception and quality and nature of the contents on the Subscribed Channels and MAVIS SATCOM LTD CHENNAI shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Operator.
- (iii) MAVIS SATCOM LTD CHENNAI has no control on any Channel or the scheduling and the programme content of such Channels. Therefore, neither MAVIS SATCOM LTD CHENNAI, nor its officers, directors, servants, agents or subsidiary companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programmes shown on any Channel or any interference with the Operator's reception of any Channel forming part of the Subscribed Channels;
- (iv) MAVIS SATCOM LTD CHENNAI shall not, under any circumstances, be liable for the performance of the Equipment for the Subscribe Channels.

21. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR

- (i) The Operator represents, warranties and undertakes the following to MAVIS SATCOM LTD CHENNAI:
 - (a) It has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
 - (b) By executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party.
 - (c) It has a valid and subsisting license from the applicable statutory authority which permits it to operate its Addressable System and the Operator undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to MAVIS SATCOM LTD CHENNAI as and when called upon to do so by JAYA TV NETWORK CHENNAI.
 - (d) The Operator undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.
 - (e) All the Execution Requirements, as listed in Annexure D of this Agreement, provided by the Operator to MAVIS SATCOM LTD CHENNAI are correct.
 - (f) The STBs, CAS and SMS shall comply with the Technical Specifications and agrees that the STBs, and their installed CAS micro chip, used by the Subscribers shall prohibit use of digital outputs.

- (g) It shall provide the applicable Subscriber Reports and pay the applicable Monthly Subscription Fees, together with applicable taxes, in a timely manner, failing which, the Operator shall be liable to pay applicable interest along with the due payment.
- (h) The Operator shall not retransmit the Subscribed Channels via any medium other than the Operator's Addressable System.
- (i) The Operator shall not distribute the Subscribed Channels to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.
- (j) The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to MAVIS SATCOM LTD CHENNAI delivering the signals of Subscribed Channels to the Operator of a quality sufficient to permit the Operator to reasonably comply with such standards. Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify MAVIS SATCOM LTD CHENNAI of any degradation to any of the Subscribed Channels' signals.
- (k) The Operator undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
- (l) The Operator undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Operator further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify MAVIS SATCOM LTD CHENNAI of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by MAVIS SATCOM LTD CHENNAI to take such steps as are reasonable and appropriate to cause such activities to cease.
- (m) The Operator shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.
- (n) The Operator undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.
- (o) The Operator undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of MAVIS SATCOM LTD CHENNAI. Further, the Operator undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allow anybody else to do the same, without prior written permission of MAVIS SATCOM LTD CHENNAI and shall indemnify MAVIS SATCOM LTD CHENNAI against any damage, destruction, theft or loss of the Equipment.
- (p) The Operator undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom.
- (q) The Operator undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of MAVIS SATCOM LTD CHENNAI and bear all expenses for general repairs and maintenance of the same and it shall immediately notify MAVIS SATCOM LTD CHENNAI in the event of any mechanical/technical fault in the Equipment.
- (r) The Operator undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify MAVIS SATCOM LTD CHENNAI against any default or non-payments in this regard.
- (s) Upon expiry/termination of the Agreement, the Operator undertakes to return to MAVIS SATCOM LTD CHENNAI the Equipment in good working condition and pay to MAVIS SATCOM LTD CHENNAI all outstanding payments that may be payable to MAVIS SATCOM LTD CHENNAI under the Agreement on the date of termination.
- (t) Upon change in the designated satellite of the Subscribed Channels, the Operator undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
- (u) The Operator undertakes to promptly intimate MAVIS SATCOM LTD CHENNAI of any change in ownership or sale of the business/assets of the Operator.
- (v) The Operator undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to MAVIS SATCOM LTD CHENNAI and/or its representatives for inspection/audit upon reasonable notice. The Operator undertakes to provide all assistance to MAVIS SATCOM LTD CHENNAI for conducting survey to determinate the actual subscriber base of the Operator. The Operator undertakes to furnish and submit to MAVIS SATCOM LTD CHENNAI all information and/or documents as may be required by MAVIS SATCOM LTD CHENNAI from the Operator from time to time.
- (w) Whenever any of the Channels are launched in high definition format, the Operator shall arrange for distribution of the high definition format signals of the applicable channels through the Operator's Addressable System, however, subject to separate commercial arrangement between the Parties.
- (x) The Operator undertakes to comply with the Applicable Laws.

- (i) MAVIS SATCOM LTD CHENNAI grants to the Operator the non-exclusive right during the Term to use the MAVIS SATCOM LTD CHENNAI Marks solely in connection with the marketing and promotion of the Channels and in a manner that has been pre-approved by MAVIS SATCOM LTD CHENNAI.
- (ii) The Operator undertakes to give:
 - (a) an equivalent amount of marketing support for the Channels as it provides to other channels of the same genre;
 - (b) similar treatment to all Channels in all advertising material whereby Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and
 - (c) equal opportunity to the Channels for participation in events and promotions that Operator undertakes subject to commercial agreement for each event.

23. INTELLECTUAL PROPERTY RIGHTS:

- (i) It is expressly agreed and understood that the Operator shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than those expressly provided in this Agreement.
- (ii) All Intellectual Property related to the Subscribed Channels shall belong exclusively to the relevant Service Providers of each Subscribed Channel or its respective affiliated companies or licensor. The Operator shall not acquire any proprietary or other rights in the Intellectual Property to which MAVIS SATCOM LTD CHENNAI or its associates or subsidiaries or Service Providers assert proprietary or other rights, which MAVIS SATCOM LTD CHENNAI may notify the Operator from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. The Operator may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of MAVIS SATCOM LTD CHENNAI. Marketing materials generated by the Operator may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Operator. Such marketing materials shall require the prior written approval of MAVIS SATCOM LTD CHENNAI. The Operator shall not acquire any proprietary or other rights over the MAVIS SATCOM LTD CHENNAI Marks, and agrees not to use JAYA TV NETWORK CHENNAI Marks without prior written consent of MAVIS SATCOM LTD CHENNAI. Unless notified to the contrary by MAVIS SATCOM LTD CHENNAI, in all trade references, advertising, promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by MAVIS SATCOM LTD CHENNAI. To the extent any of such rights are deemed to accrue to Operator, Operator agrees that such rights are the exclusive property of MAVIS SATCOM LTD CHENNAI or Service Providers, as applicable. MAVIS SATCOM LTD CHENNAI reserves the right to inspect any such material at any time without prior notice. Operator shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of MAVIS SATCOM LTD CHENNAI, resembles any of the Intellectual Property. Operator shall include appropriate copyright and other legal notices as MAVIS SATCOM LTD CHENNAI may require, and shall promptly call to the attention of MAVIS SATCOM LTD CHENNAI the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Area/Territory. Operator shall within 10 days after termination of this Agreement return to MAVIS SATCOM LTD CHENNAI or, at MAVIS SATCOM LTD CHENNAI's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of MAVIS SATCOM LTD CHENNAI are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to MAVIS SATCOM LTD CHENNAI/Service Providers (or its designee) all interest in and to any graphic representation created by or for Operator of any Intellectual Property. To the extent permissible by law, Operator hereby appoints MAVIS SATCOM LTD CHENNAI its lawful attorney-in-fact irrevocably to carry out any legal action required to cancel any registration or application for registration obtained or made by Operator for the Intellectual Property pertaining to MAVIS SATCOM LTD CHENNAI/Service Provide and the Subscribed Channels as mentioned in this clause or to cause all of Operator's interest in such registrations or application to be transferred to MAVIS SATCOM LTD CHENNAI/Service Providers (or its designee), it being acknowledged that such power is a power coupled with an interest.

24. LIMITATION OF LIABILITY:

- (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.
- (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

25. CONFIDENTIALITY:

The Operator shall keep in strict confidence any Confidential Information received by it from MAVIS SATCOM LTD CHENNAI and shall not disclose the same to any person, not being a party to this Agreement. The Operator shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by Operator to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of MAVIS SATCOM LTD CHENNAI and the Operator shall not acquire any rights in the Confidential Information.

26. FORCE MAJEURE:

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the Operator/Subscribers. In the event of a suspension of any obligation under this clause,

which extends beyond a period of one (1) month, the Party not affected, may at its option, elect to cancel those aspects of this Agreement.

27. NO AGENCY:

Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with MAVIS SATCOM LTD CHENNAI by virtue of this Agreement or by MAVIS SATCOM LTD CHENNAI's delivery of the Subscribed Channels to the Operator. This Agreement between MAVIS SATCOM LTD CHENNAI and Operator is on principal to principal basis and is terminable in nature.

28. NO WAIVER:

The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, shall not make such provisions/rights obsolete and such provisions/rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

29. ASSIGNMENT:

- (i) Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of MAVIS SATCOM LTD CHENNAI, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of this clause, the Operator shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels, as the case may be, and in material breach of this Agreement which shall entitle MAVIS SATCOM LTD CHENNAI to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.
- (ii) MAVIS SATCOM LTD CHENNAI may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as MAVIS SATCOM LTD CHENNAI *vis a vis* the Operator. Such assignment by MAVIS SATCOM LTD CHENNAI shall be effective on and from the date as communicated in writing by MAVIS SATCOM LTD CHENNAI to the Operator.

30. INDEMNITY AND THIRD PARTY CLAIMS:

- (i) The Parties shall forever keep and hold the other Party and such Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any of the defaulting Party's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.
- (ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- (iii) MAVIS SATCOM LTD CHENNAI makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval or as to whether or not the Subscribed Channels complies with laws and regulations of any governmental and other authorities for its distribution. The Operator shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Operator and maintaining those approvals, licenses and permissions throughout the Term.
- (iv) The Operator acknowledges and accepts that MAVIS SATCOM LTD CHENNAI shall not be liable in any manner to the Operator or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable Laws.
- (v) This clause shall survive termination of the Agreement.

31. SEVERABILITY:

If any provision of this Agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions of this Agreement shall not be affected thereby, and the Parties shall agree to a valid substitute provision, which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

32. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Operator and MAVIS SATCOM LTD CHENNAI set forth in the Agreement, unless either Party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D. All notices to MAVIS SATCOM LTD CHENNAI shall be addressed in the attention of "Local Head", MAVIS SATCOM LTD CHENNAI No 48 ,NP Jawaharla Nehru Road,Ekkattuthangal, Chennai 600 032.

33. GOVERNING LAW AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of relating to this Agreement. Any appeal therefrom shall be to the courts situated in Mumbai, to the exclusion of all other courts.

34. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedules and Annexes 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 the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

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

Signed for & On behalf of
MAVIS SATCOM LTD CHENNAI.

Signed for & On behalf of _____ *[Operator]*

Name: _____
Designation: Authorised Signatory

Name: _____
Designation: Authorised Signatory

Witness:

Witness:

Name: _____
Address: _____

Name: _____
Address: _____

Schedule 1

Technical Specifications

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS)

(A) STB Requirements:

1. All the STBs should have embedded Conditional Access (CA).
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be Bureau of Indian Standards (BIS) compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

(B) Fingerprinting Requirements:

1. The finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.
6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.
8. The Overt finger printing and On screen display (OSD) messages of the respective broadcasters should be displayed without any alteration with regard to the time, location, duration and frequency.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.

(C) CAS & SMS Requirements:

1. The current version of the Conditional Access System should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
5. The CA provisioning company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - (a) Unique Customer Id
 - (b) Subscription Contract no
 - (c) Name of the subscriber
 - (d) Billing Address
 - (e) Installation Address
 - (f) Landline no
 - (g) Mobile No
 - (h) Email-id
 - (i) Service /Package subscribed to
 - (j) Unique STB No
 - (k) Unique VC No
8. The SMS should be able to undertake the:
 - (a) Viewing and printing historical data in terms of the activations, deactivations, etc.
 - (b) Location of each and every STB/VC unit
 - (c) The SMS should be capable of giving the reporting at any desired time about:
 - (i) The total no subscribers authorized
 - (ii) The total no of subscribers on the network
 - (iii) The total no of subscribers subscribing to a particular service at any particular date.
 - (iv) The details of channels opted by subscriber on a-la carte basis.
 - (v) The package wise details of the channels in the package.
 - (vi) The package wise subscriber numbers.
 - (vii) The ageing of the subscriber on the particular channel or package
 - (viii) The history of all the above mentioned data for the period of the last 2 years
9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
12. The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.
13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB can not be re-deployed.

Schedule 2

OPERATOR'S ANTI -PIRACY OBLIGATIONS

Anti-piracy terms for a company providing services in India ("OPERATOR")

1. General

1.1 Operator shall take all necessary actions to prevent any unauthorized access to the Channels/Subscribed Channels in the Area.

2. STBs, VCs, Systems and Procedures

2.1 In order to ensure that each STB is capable of being used for Fingerprinting, Operator shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

2.2 Operator represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold within the Area by Operator or by its authorised dealers and such sales are only made to bona fide Subscribers residing in the Area and installations are made at a applicable residential address. Adequate systems, processes and controls shall include, without limitation, Operator:

- 2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
- 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
- 2.2.3 investigating any multiple VC issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
- 2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
- 2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
- 2.2.6 requiring that for every change of address on the system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
- 2.2.7 de-authorizing any STB or VC that is found outside of the Area or in the possession of a person who is not a bona fide Subscriber.

2.3 Operator represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only in the Area and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Channels/Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other operator.

2.4 Operator represents, warrants and undertakes that all installations of STBs and VCs are done directly by Operator or through its authorised dealers and only within the Area, and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, Operator's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC for such Subscriber:

- 2.4.1 Name;
- 2.4.2 Installation address;
- 2.4.3 Billing address (if different);
- 2.4.4 Telephone number of the installation address, where applicable;
- 2.4.5 Subscriber's unique subscriber reference or subscription agreement number;
- 2.4.6 Channels/Bouquets that have been selected;
- 2.4.7 Name and unique reference number of the dealer who sold the STB to such Subscriber;
- 2.4.8 Name and unique reference number of the dealer who sold the subscription to such Subscriber (if different);
- 2.4.9 Name and unique reference number of the installer (if different from the dealer);
- 2.4.10 VC number; and
- 2.4.11 Unique STB number.

2.5 Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channels/Subscribed Channels can be accessed from addresses which are:

- 2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the SMS;
- 2.5.2 outside of the Area; or
- 2.5.3 that of a cable head end or any other distributor of such Channel.

2.6 In order to ensure that the VC is only activated for bona fide Subscribers, Operator further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.

2.7 Operator represents, warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

- 3.1 Operator shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by MAVIS SATCOM LTD CHENNAI and as reasonably requested from time to time.
- 3.2 OPERATOR shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by Operator or by MAVIS SATCOM LTD CHENNAI.
- 3.3 Operator shall ensure that it shall be able to operate the Fingerprinting across all Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.
- 3.4 Operator shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:
 - 3.4.1 The Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;
 - 3.4.2 Fingerprinting to be provided by Operator on the Channels, as per the scheme provided by MAVIS SATCOM LTD CHENNAI; MAVIS SATCOM LTD CHENNAI shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

- 4.1 Operator shall ensure that the Subscribed Channels are broadcast in an Encrypted form and in a form capable of Fingerprinting.
- 4.2 Operator represents and warrants that: (a) both the CAS and SMS shall be of a reputed organisation and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market; (b) none of the current versions of the CAS have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.
- 4.3 Operator agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, Encrypted format signal receivable only by its bona fide Subscribers.

5. Piracy, piracy reports and prevention

- 5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:
 - 5.1.1 Any VC or STB is being located, supplied or sold outside the Area,
 - 5.1.2 Any of the Channels are being viewed via a VC or STB by a third party that is not a Subscriber,
 - 5.1.3 A VC is being used for viewing the Channels anywhere other than the registered address of a Subscriber in the Area, or
 - 5.1.4 A VC and/or STB is being used by a cable operator or other distributor to distribute any of the Channels (each, a "Piracy Event").
- 5.2 If MAVIS SATCOM LTD CHENNAI or Operator becomes aware of a Piracy Event then Operator shall take all necessary steps to prevent or to stop such unauthorised or illegal use of the Channels or signals thereof.
 - 5.2.1 In the event MAVIS SATCOM LTD CHENNAI decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all reasonable assistance to MAVIS SATCOM LTD CHENNAI to prevent or combat such Piracy Event.
 - 5.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of MAVIS SATCOM LTD CHENNAI, where MAVIS SATCOM LTD CHENNAI shall be one of the parties to such action, it shall notify MAVIS SATCOM LTD CHENNAI in writing and seek MAVIS SATCOM LTD CHENNAI's prior written consent. Where MAVIS SATCOM LTD CHENNAI consents to Operator taking legal or other action on behalf of MAVIS SATCOM LTD CHENNAI, Operator shall keep MAVIS SATCOM LTD CHENNAI fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of MAVIS SATCOM LTD CHENNAI or its affiliates without the prior written consent of MAVIS SATCOM LTD CHENNAI.
- 5.3 Operator agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.
- 5.4 Operator shall investigate and report to MAVIS SATCOM LTD CHENNAI any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels/Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Channels/Subscribed Channels.

**Annexure
A
CHANNELS**

Sl. No.	Channel Name
1	JAYA TV
2	JAYAPLUS
3	JAYA MAX
4	JMOVIE

CRN: _____ SA No. _____ Date: _____

ANNEXURE A-1

A-LA-CARTE RATES PER SUBSCRIBER PER MONTH

Tick Here (✓)	S.No.	Channels	Rate (Rs.)
	Standard Definition channels		
	1	JAYA TV	Rs.5
	2	JAYA PLUS	Rs.5
	3	JAYAMAX	Rs.5
	4	JMOVIE	Rs.5

**ANNEXURE A-
2**

BOUQUETS OF STANDARD DEFINITION CHANNELS

BOUQUET 1:

Tick Here (✓)	S.No.	Channels	Rate (Rs.)
	1.	JAYA TV	Rs.20
	2.	JAYAPLUS	
	3.	JAYAMAX	
	4	JMOVIE	

Note 1: This rate card, applicable for both Basic Package (as defined in the Cable Television Network (Regulation) Amendment Ordinance, 2011) and Add-on Package^{^^}, is filed in compliance with the interim order dated April 18, 2011 of the Hon'ble Supreme Court of India and is under protest and without prejudice to our rights to increase the a-la-carte and bouquet rates prescribed for addressable systems, subject to the final outcome of the Civil Appeal Nos. 2847 – 2854 of 2011 pending adjudication before the Hon'ble

Supreme Court of India and/or any other proceedings initiated whether by Sun TV Network Limited, MAVIS SATCOM LTD CHENNAISouth Private Limited or by any other Broadcaster/entity in relation to the Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable systems) Tariff Order, 2010 dated 21st July 2010.

Note 2: TRAI has not issued any guidelines regarding pricing of high definition channels and hence, the a-la-carte/bouquet rates of the HD channels appearing in **Annexure A-1** and **Annexure A-2**, respectively, are beyond the purview of Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable systems) Tariff Order, 2010 dated 21st July 2010. Hence, the interim order dated April 18, 2011 of the Hon'ble Supreme Court of India is not applicable in case of HD channels.

^{^^}"Add-On Package" means a package which is a direct buy through (i.e., there is no intermediary packages) from a Basic Package and the Subscriber has to pay additional subscription fee over and above the Basic Package to Operator to avail the same.

CRN: _____

SA No. _____

Date: _____

ANNEXURE B

EQUIPMENTS DETAIL

Channels	Digital satellite Receiver No:	Viewing Card No:
JAYA TV		
JAYAPLUS		
JAYAMAX		
JMOVIE		

CRN: _____

SA No. _____

Date: _____

Annexure C

AREA

CRN: _____

SA No. _____

Date: _____

Annexure D

Execution Requirements

A. If the Operator is an individual or a sole proprietor:

- (i) Photograph of the proprietor of the Applicant firm.
- (ii) Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill /Income Tax Returns.
- (iii) Self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.

B. If the Operator is a partnership firm:

- (i) Certified true copy of the registered Partnership Deed.
- (ii) Separate powers of attorney signed by all partners authorising the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
- (iii) Photograph of the signatory.
- (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorised signatory.

C. If the Operator is a company:

- (i) The Certificate of Incorporation – certified by the Company Secretary /Director.
- (ii) Memorandum and Articles of Association of the company.
- (iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
- (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorised signatory.
- (v) Photograph of the signatory.

D. If the Operator is a Hindu Undivided Family " HUF"

- (i) The photograph of the Karta.
- (ii) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
- (iii) The names of all coparceners and his/her relation with the Karta.
- (iv) Relevant documents, including any Partition Deed, Family Settlement Deed,etc.
- (v) Copy of Passport / Voters ID / PAN Card / Driving Licence for signature verification attested by the Karta.

E. If the Operator falls into the " Other" category

- (i) Such documents as may be required by MAVIS SATCOM LTD CHENNAI.