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SUBSCRIPTION AGREEMENT [DIGITAL ADDRESSABLE CABLE SYSTEMS]

FOR MAVIS SATCOM LTD., OFFICE USE ONLY

Agreement No: SA _____

SMS Reference No: _____

Customer Reference No: _____

This Subscription Agreement ("**Agreement**") is executed on this ___ day of _____, 20__ by and between:

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

Operator (M/s): _____

Operator's Status Company Partnership Firm Proprietorship Firm Individual HUF Others

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

Valid From: _____ Valid Upto: _____

DAS License No.: _____

Valid From: _____ Valid Upto: _____

PAN No.: _____

Service Tax Registration No.: _____

TIN No.: _____

Entertainment Tax Registration No.: _____

Correspondence Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person Name, Mobile No. & E-mail ID:

Installation Address: _____

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

[hereinafter referred to as "**Operator**", which expression, unless repugnant to the meaning and context thereof, shall mean and include the heirs, executors and administrators in the case of a sole proprietorship firm; 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 and the Operator are hereinafter individually and collectively referred to as "**Party**" and "**Parties**", respectively.

WHEREAS:

- A. MAVIS SATCOM LTD is inter alia, to the Operator authorized to retransmit signals of satellite television channels through its Digital Addressable System in the DAS notified Areas.
- B. The Operator is a Multi System Operator, authorized to retransmit signals of satellite television channels through its Digital Addressable System in the DAS Areas.
- C. The Operator is desirous to subscribe the Subscribed Channels for further retransmission through its Digital Addressable System to the Subscribers in the Area and MAVIS SATCOM LTD is willing to provide signals of the Subscribed Channels to the Operator for further retransmission through its Digital Addressable System to the Subscribers in the Area, subject to the terms and conditions of this Agreement.

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

1. DEFINITION:

In this Agreement, unless the context otherwise requires, the 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) "**Digital Addressable System**" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Cable Television Network can be sent in an 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 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 Chennai Metropolitan Area, which forms part of the DAS notified Areas.
- (iv) **“Bouquet” or “Bouquets”** means package(s) of channels, from amongst the Channels, offered by MAVIS SATCOM LTD, as are listed in **Annexure A-2** of this Agreement
- (v) **“Mavis Satcom Ltd”** means the owner of the channels.
- (vi) **“Conditional Access System” or “CAS”** means conditional access system installed at the Operator’s Cable Television Network headend that enables 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 Network”** means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (x) **“Channels”** means the satellite television channels listed in **Annexure A-1** of this Agreement.
- (xi) **“Commercial Subscribers”** means (i) hotels with ratings of three star and above, (ii) heritage hotels (as specified in the guidelines for classification of hotels issued by Department of Tourism, Government of India), (iii) any other hotel, motel, inn and other commercial establishments providing boarding and lodging having fifty or more rooms; and (iv) in respect of programs of a Mavi satcom Ltd telecast on the occasion of special events 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 to the Operator while the Operator is participating in the affairs/business of MAVIS SATCOM LTD and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by MAVIS SATCOM LTD during the Term.
- (xiii) **“DAS Areas”** means the areas within the Chennai Metropolitan where in terms of notifications issued by the Central Government under sub-section (1) of section 4(A) of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), as amended from time to time, it is obligatory for every cable operator to transmit or re-transmit programs of any channel in an encrypted form through a Digital Addressable System.
- (xiv) **“Effective Date”** means ___ day of _____, 20__.
- (xv) **“Equipment”** means equipment comprising of digital satellite receivers/professional integrated receiver decoder (PIRDs) with SDI output together with associated viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure B** hereto at the sole cost of the Operator, which enables the Operator decrypt the encrypted signals of the Subscriber Channels.
- (xvi) **“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.
- (xvii) **“MIB”** means the Ministry of Information & Broadcasting in India.
- (xviii) **“Monthly License Fees”** means the monthly license fee payable by the Operator to MAVIS SATCOM LTD in terms of Clause 5 of this Agreement.
- (xix) **“Tier” or “Packages”** means various packages offered by the Operator to the Subscribers comprising of channels of various Mavis Satcom Ltds.
- (xx) **“STB”** means the Operator provided and/or the Operator authorized set top box (embedded with the Operator designated vendor designed CAS microchip) installed in the premises of the Subscriber as connected to the television of the Subscriber that allows the Subscriber to receive the Subscribed Channels in unencrypted and descrambled from through its Digital Addressable System.
- (xxi) **“Subscriber”** means a person in the Area who receives signals of Subscribed Channels from its Digital Addressable System at a place indicated by such person and uses the same for domestic purposes without further transmitting it to any other person and specifically excludes Commercial Subscriber. For the sake of clarity, one 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 its Digital Addressable System shall be treated as one Subscriber.
- (xxii) **“Subscribed Channels”** means the channels from amongst the Channels and/or Bouquets subscribed/carried by the Operator, as are specifically identified by the Operator by assigning tick marks (✓) against such channels from amongst the Channels and/or Bouquets listed in **Annexure A-1** and **Annexure A-2** to this Agreement.
- (xxiii) **“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 and discounts allowed to the Subscriber for each billing period.
- (xxiv) **“Subscriber Reports”** means the monthly Subscriber reports to be provided by the Operator to MAVIS SATCOM LTD in terms of Clause 10 of this Agreement.
- (xxv) **“MAVIS SATCOM LTD Marks”** shall mean all Intellectual Property owned or used by MAVIS SATCOM LTD or its affiliates or the Mavi satcom Ltd., from time to time in connection with the Channel/Subscribed Channels, including, without limitation, the trade names and trademarks specified by MAVIS SATCOM LTD itself, or otherwise notified in writing by MAVIS SATCOM LTD from time to time.
- (xxvi) **“TDSAT”** means Telecom Disputes Settlement and Appellate Tribunal, New Delhi.
- (xxvii) **“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.
- (xxviii) **“Term”** means the period of one (1) year commencing from the Effective Date.
- (xxix) **“Territory”** means whole of India
- (xxx) **“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 License Fees, MAVIS SATCOM LTD 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 such Subscribed Channels through its Digital 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 the 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 Subscribed Channels/Bouquets to high definition feed (by using any technology now available or which may become available in future) at the time of re-transmitting the Subscribed Channels/Bouquets through its Digital Addressable Systems. 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, or any technology now available or which may become available in future are reserved by MAVIS SATCOM LTD.

4. 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 its Digital Addressable System, either directly or through local cable operators.*
- (ii) *The Operator shall raise monthly invoices on the Subscribers towards subscription of the channels (from amongst the Subscribed Channels) and the Operator shall collect such invoiced monthly fees from the Subscribers.*
- (iii) *The Operator shall pay the Monthly License Fees to MAVIS SATCOM LTD, in a timely manner.*
- (iv) *The Operator shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.*
- (v) *The Operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its Digital Addressable System and shall on request provide to MAVIS SATCOM LTD with updated piracy reports.*

5. MONTHLY LICENSE FEES:

- (i) *For each month or part thereof during the Term of the Agreement, the Operator shall pay to MAVIS SATCOM LTD the Monthly License Fee which shall be the Rate multiplied by the Monthly Subscriber Level.*
- (ii) *The a-la-carte and bouquet "Rate" per Subscriber is set out in Annexure A-1 & A-2 to this Agreement. The rates mentioned in the Annexures to this Agreement, as referred to above, are exclusive of all taxes and levies.*
- (iii) *The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.*
- (iv) *For the purpose of calculation of the Monthly License Fee payable to MAVIS SATCOM LTD, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Subscribed Channels through the Operator.*
- (v) *All payments collected by MAVIS SATCOM LTD from the Operator shall be on First in First out (FIFO) basis.*

6. CALCULATION OF MONTHLY LICENSE FEE:

- (i) *In case the Operator avails the Bouquet of MAVIS SATCOM LTD: (a) If the Operator is providing the Bouquet as a whole to its Subscribers, the Monthly License Fee for such Bouquet shall be equal to the Bouquet rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the Bouquet.*
 - (b) *if the Operator does not offer such opted bouquet as a whole to its subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to MAVIS SATCOM LTD for such entire opted bouquet by the Operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.*
- (ii) *In case the Operator avails one or more or all channels of MAVIS SATCOM LTD on a-la-carte rate basis:*
 - (a) *If the Operator is providing the channels on a-la-carte basis to its subscribers, the Monthly License Fee for such a-la-carte channels shall be equal to the a-la-carte rate as set out in the Annexure –I multiplied by the number of monthly average number of subscribers availing the channels on a-la-carte basis.*

(b) If the Operator does not offer such opted a-la-carte channel(s) as a-la-carte to its subscriber but offers the a-la-carte channel (s) in packages, then the payment to MAVIS SATCOM LTD for each of the a-la-carte channels shall be calculated on the basis of subscriber base of the package in which such opted a-la-carte channel has been placed.

(iii) In case the Operator avails one or more channels on a-la-carte rate basis and also opts for the Bouquet not comprising of channels opted on a-la-carte basis of MAVIS SATCOM LTD:

(a) For bouquet, the monthly license fee shall be calculated on the basis of Clause 6(i) above.

(b) For a-la-carte channels, the monthly license fee shall be calculated on the basis of Clause 6(ii) above.

Payment of the Monthly License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.

7. PAYMENT TERMS:

(i) The Monthly License Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the Operator by MAVIS SATCOM LTD without any deduction except deduction of withholding tax/TDS as provided in this Agreement.

(ii) Within seven days of end of each month, the Operator shall provide opening, closing and average number of subscribers for that month, based on which MAVIS SATCOM LTD shall raise an invoice on the Operator. In case the Operator fails to send the report within the said period of seven days, MAVIS SATCOM LTD shall have the right to raise a provisional invoice and the Operator shall be under obligation to pay the license fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the Operator for the immediately preceding month. On receipt of the report from the Operator, the parties would conduct reconciliation between the provisional invoice raised by MAVIS SATCOM LTD and the report sent by the Operator.

(iii) The Operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the Operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 18% per annum. The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the License Fee by the Due Date, and MAVIS SATCOM LTD shall retain all of its other rights and remedies under the Agreement.

(iv) All License Fee payments hereunder 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 will be charged at the prevailing rates by MAVIS SATCOM LTD to the Operator.

(v) If payment of the License 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 within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued there under.

8. DELIVERY AND SECURITY:

(i) The Subscribed Channels must be delivered by the Operator to subscribers in a securely encrypted manner and without any alteration.

(ii) The transmission specifications and infrastructure allocated by the Operator in respect of the broadcast signal of the MAVIS SATCOM LTD's Channels by the Operator to its Subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.

9. 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, (hereinafter collectively referred to as "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 (hereinafter collectively referred to as the "Security Systems") & security specifications as are set forth in **Schedule 2** and/ or may be specified, in a non-discriminatory manner in writing, from time to time, by the MAVIS SATCOM LTD.

(ii) To ensure the Operator's ongoing compliance with the security requirements set out in the Agreement, MAVIS SATCOM LTD may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by MAVIS SATCOM LTD in writing no more than twice per year during the Term, at MAVIS SATCOM LTD's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Operator or MAVIS SATCOM LTD, then MAVIS SATCOM LTD shall work with the Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, MAVIS SATCOM LTD may, in its sole discretion, suspend the Operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to MAVIS SATCOM LTD'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's satisfaction.

(iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x7 x 365(6) basis.

(iv) The Operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the Operator at the time the 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 Channels for any other purpose, the Operator shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify

MAVIS SATCOM LTD and the Operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the Operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the Operator and the subscriber.

(v) If so instructed by Information (as defined below) by MAVIS SATCOM LTD, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from MAVIS SATCOM LTD. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through email 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 representatives through other means of communications such as telephonic message, fax etc. and they said "information" shall later be confirmed by MAVIS SATCOM LTD through e mail and the Operator shall be under obligation to act upon such information.

(vi) MAVIS SATCOM LTD 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 as may be reasonably required by MAVIS SATCOM LTD in that regard. The Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in **Schedule 2**.

10. SUBSCRIBER REPORTS:

(i) The Operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System). The Operator shall provide to MAVIS SATCOM LTD complete and accurate opening and closing subscriber monthly reports for the Subscribed Channels and the tier and/or package containing the Subscribed Channels within seven (7) days from the end of each month in the format provided by MAVIS SATCOM LTD. If any Subscriber has opted for more than one connection from the Operator, all such additional connections must feature in the Subscriber Report.

(ii) Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each MAVIS SATCOM LTD Channel and each package in which a MAVIS SATCOM LTD Channel is included) and the License Fees payable to MAVIS SATCOM LTD 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.

(iii) The Operator shall also include in its Subscriber Report, comprehensive details of all incidents of piracy and signal theft involving in its network, 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 the Subscriber Reports shall survive termination of the Agreement until MAVIS SATCOM LTD receives the Subscriber Reports for each relevant month for which any Monthly License Fee is payable.

(iv) The Operator shall 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 to verify and ascertain (i) veracity of the Subscriber Reports supplied by Operator pursuant to this Clause, (ii) the payments due to MAVIS SATCOM LTD hereunder, and (iii) Operator's compliance with its anti-piracy obligations as set out in this Agreement.

11. AUDIT:

(i) MAVIS SATCOM LTD's representatives shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the Operator relating to the Channel(s) provided by the MAVIS SATCOM LTD., for the purpose of verifying the amounts properly payable to MAVIS SATCOM LTD under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional fees are payable to MAVIS SATCOM LTD, the Operator shall immediately pay such fees.

(ii) Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the Operator to be due for such period by two (2) percent or more, the Operator shall pay all of MAVIS SATCOM LTD's costs incurred in connection with such review and /or audit, and take any necessary actions to avoid such errors in the future.

(iii) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.

(iv) The Operator will maintain at its own expense a subscriber management system ("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;

(v) administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of programming packages;

(vi) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and

(vii) Enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

12. TERM:

(i) As mutually agreed between MAVIS SATCOM LTD and the Operator subject to a minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.

(ii) The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.

13. TERMINATION:

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

(a) material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so;

(b) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;

(c) The digital addressable cable TV system license or any other material license necessary for the Operator to operate its digital addressable cable TV system service being revoked at any time other than due to the fault of the Operator. MAVIS SATCOM LTD shall have the right to terminate this Agreement by a written notice to the Operator if (i) the Operator breaches any of the Anti-Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or (ii) MAVIS SATCOM LTD discontinues the Subscribed Channels with respect to all distributors and provides the Operator with at least ninety (90) days prior written notice.

(ii) The Operator shall have the right to terminate this Agreement on written notice to MAVIS SATCOM LTD if the Operator discontinues its digital addressable cable TV system business and provides at least ninety (90) days prior written notice.

(iii) MAVIS SATCOM LTD shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to the Operator and/or take any other action as may be appropriate, upon 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;

(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 MAVIS SATCOM LTD for operational and/or administrative and/or funding purposes, etc.);

(d) In the event MAVIS SATCOM LTD 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 to provide the Subscribed Channels or any part thereof to the Operator or limit the Operator's right or authorization 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 to provide the Subscribed Channels to the Operator under the terms of this Agreement;

(e) If the Equipment are removed from the Installation Address without prior written consent of MAVIS SATCOM LTD or is being used or intended to be used, at a place other than the Installation Address;

(f) If the Operator's representations, warranties contained in this Agreement are found to be untrue; and

(g) If the Operator does not comply with any rules, regulations, orders of TRAI or any other government or statutory body/court or tribunal.

(v) The Parties agree that, if any of the relating to MAVIS SATCOM LTD's any of the Subscribed Channels in the Territory 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 of the operator's rights to terminate the Agreement shall be without prejudice to the respective party'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 if the Operator discontinues its digital addressable cable TV system business or any other reason and provides, if possible, ninety (21) days prior written notice.

14. CONSEQUENCES OF EXPIRY/TERMINATION:

(i) Upon expiry/termination of the Agreement:

(a) MAVIS SATCOM LTD shall disconnect/deactivate signals of the Subscribed Channels, and any agreement between the Parties for carriage/placement of the Subscribed Channels on the Cable Television Network of the Operator ("Allied Agreements") shall automatically terminate.

- (b) *The Operator shall forthwith pay the outstanding amounts under the Agreement to MAVIS SATCOM LTD, failing which, without prejudice to MAVIS SATCOM LTD's rights to take appropriate legal action against the Operator, MAVIS SATCOM LTD reserves the right to adjust such outstanding amounts from the amounts payable by MAVIS SATCOM LTD to the Operator, if any.*
- (c) *The Operator shall immediately return the Equipment of the Subscribed Channels to MAVIS SATCOM LTD in good working condition failing which the Operator shall be liable to compensate the damages, equivalent to the Monthly License Fees last paid by the Operator, for each month of delay, on a pro-rata basis,*
- (d) *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*
- (e) *The Operator shall within seven (7) days of the expiry/termination pay to MAVIS SATCOM LTD 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 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 outstanding, along with applicable interest, in full.*
- (f) *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.*

15. EQUIPMENT:

- (i) *MAVIS SATCOM LTD shall supply or cause to be supplied the Equipment to the Operator, directly or through suppliers nominated by MAVIS SATCOM LTD within seven (7) days after execution of this Agreement. The Equipment shall at all times remain the sole and exclusive property of respective MAVIS SATCOM LTD..*
- (ii) *If the Operator merges or amalgamate with another Multi System Operator or ceases to operate its Digital Addressable Systems, the Equipment supplied by MAVIS SATCOM LTD to the Operator shall be returned forthwith to MAVIS SATCOM LTD. If the Equipment is damaged due to negligence of the Operator, MAVIS SATCOM LTD, shall recover the actual repair cost from the Operator and if the Equipment is beyond repair, the Operator shall be liable to pay to MAVIS SATCOM LTD the cost of such Equipment as on the date it was supplied to the Operator.*

16. ADDITIONAL CHARGES FOR THE EQUIPMENT:

- (i) *At the time of supplying the Equipment to the Operator, MAVIS SATCOM LTD may, at its discretion, require the Operator to make the following payments against delivery of the Equipment:*
 - (a) **Processing Fee:** *MAVIS SATCOM LTD may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel as per MAVIS SATCOM LTD policy.*
 - (b) **Courier/Taxes:** *The Operator shall pay the courier charges, octroi, taxes and other applicable levies and transportation charges for the Equipment.*
 - (c) **Refundable Security Deposit:** *MAVIS SATCOM LTD may require the Operator to pay an amount of Rs. 2,500/-, or such amount as may be determined by MAVIS SATCOM LTD from time to time, for each digital satellite receivers/integrated receiver decoder provided by MAVIS SATCOM LTD to the Operator under this Agreement. Such refundable security deposit amount shall be refunded by MAVIS SATCOM LTD 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 setting off the refundable security deposit amount, or part thereof, with any amount receivable by MAVIS SATCOM LTD 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 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 of the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.*

17. REVISION OF RATES/MONTHLY LICENSE FEES:

- (i) *The Monthly License Fees payable by the Operator to MAVIS SATCOM LTD 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*

18. REPLACEMENT/CONVERSION OF CHANNEL:

- (i) *MAVIS SATCOM LTD 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 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 the Operator in respect of the replacement or new channel. If any channel is removed, replaced or added to the list of Channels, the Monthly License Fee payable shall be proportionately adjusted. For avoidance of doubt it is hereby clarified that MAVIS SATCOM LTD provide notice of 21 days to the Operator with respect to removal or replacement of the Subscribed Channels.*
- (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 License Fee payable shall be proportionately adjusted.*

19. REPRESENTATIONS AND WARRANTIES OF MAVIS SATCOM LTD:

(i) MAVIS SATCOM LTD 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 represents in relation to the continuity, reception and quality and nature of the contents on the Subscribed Channels and MAVIS SATCOM LTD shall comply the quality of service regulations of TRAI. .

(iii) Therefore, neither MAVIS SATCOM LTD, 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 programs shown on any Channel or any interference with the Operator's reception of any Channel forming part of the Subscribed Channels;

Provided the above clause shall not affect any proceedings taking under law for contravention of section 6 & 7 of the Cable Television Networks Act-1995

(iv) MAVIS SATCOM LTD shall under all circumstances, be liable for the performance of the Equipment for the Subscribed Channels.

20. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR

(i) The Operator represents, warranties and undertakes the following to MAVIS SATCOM LTD:

(a) The Operator 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) The Operator has a valid and subsisting license from the applicable statutory authority which permits operation of its Digital 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 as and when called upon to do so by MAVIS SATCOM LTD.

(d) The Operator shall abide, implement and ensure compliance to the TRAI Regulations relating to Digital Addressable Cable Systems, in particular the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012, Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 and the Consumers Complaint Redressal (Digital Addressable Cable TV Systems) Regulations, 2012 (as amended from time to time).

(e) The Operator undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Operator in the packages offered to the Subscriber.

(f) All the Execution Requirements, as listed in **Annexure C** of this Agreement, provided by the Operator to MAVIS SATCOM LTD are correct.

(g) The STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs, and their installed CAS microchip, used by the Subscribers shall prohibit use of digital outputs.

(h) The Operator shall provide the applicable Subscriber Reports and pay the applicable Monthly License 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.

(i) The Operator shall not retransmit the Subscribed Channels via any medium other than its Digital Addressable System.

(j) 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.

(k) The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance to the QOS regulation of TRAI, subject to MAVIS SATCOM LTD delivering the signals of Subscribed Channels to the Operator of a quality sufficient to permit the Operator to reasonably comply with such standards.

(L) 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.

(m) 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 programs for resale or deal in any copied programs and shall immediately notify MAVIS SATCOM LTD 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 to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to the Subscribers using STBs with PVR/DVR facilities. However, the Operator undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature.

(n) 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.

(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. 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 allows anybody else to do the same, without prior written permission of MAVIS SATCOM LTD and shall indemnify MAVIS SATCOM LTD against any damage, destruction, theft or loss of the equipment.

(q) 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 there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there from.

(r) The Operator undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of MAVIS SATCOM LTD and bear all expenses for general repairs and maintenance of the same and it shall immediately notify MAVIS SATCOM LTD in the event of any mechanical/technical fault in the Equipment.

(s) 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 against any default or non-payments in this regard.

(t) Upon expiry/termination of the Agreement, the Operator undertakes to return to MAVIS SATCOM LTD the Equipment in good working condition and pay to MAVIS SATCOM LTD all outstanding payments that may be payable to MAVIS SATCOM LTD under the Agreement on the date of termination.

(u) 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.

(v) The Operator undertakes to promptly intimate MAVIS SATCOM LTD of any change in ownership or sale of the business/assets of the Operator.

(w) 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 and/or its representatives for inspection/audit upon reasonable notice.

(x) The Operator undertakes to furnish and submit to MAVIS SATCOM LTD all information and/or documents as may be required by MAVIS SATCOM LTD from the Operator from time to time, as envisaged in this agreement.

(y) The Operator undertakes to comply with the Applicable Laws.

21. ADVERTISING AND PROMOTIONS :

(i) MAVIS SATCOM LTD grants to the Operator the non-exclusive right during the Term to use the MAVIS SATCOM LTD and its channel Marks solely in connection with the marketing and promotion of the Subscribed Channels and in a manner that has been pre-approved by MAVIS SATCOM LTD.

(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 the Operator undertakes subject to commercial agreement for each event.

22. 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 MAVIS SATCOM LTD., The Operator shall not acquire any proprietary or other rights in the Intellectual Property to which MAVIS SATCOM LTD is assert proprietary or other rights, which MAVIS SATCOM LTD 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. 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. The Operator shall not acquire any proprietary or other rights over the MAVIS SATCOM LTD Marks. Unless notified to the contrary by MAVIS SATCOM LTD, 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. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the exclusive property of MAVIS SATCOM LTD, as applicable. MAVIS SATCOM LTD reserves the right to inspect any such material at any time without prior notice. The 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, resembles any of the Intellectual Property. The Operator shall include appropriate copyright and other legal notices as MAVIS SATCOM LTD may require, and shall promptly call to the attention of MAVIS SATCOM LTD the use of any Intellectual Property or of any names or marks that resemble any Intellectual Property by any third party in the Territory. The Operator shall within 10 days after termination of this Agreement return to MAVIS SATCOM LTD or, at MAVIS SATCOM LTD'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 are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to MAVIS SATCOM LTD (or its designee) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property.

23. 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.

24. 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, cable cut....equipment failure 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.

25. 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 by virtue of this Agreement or by MAVIS SATCOM LTD's delivery of the Subscribed Channels to the Operator. This Agreement between MAVIS SATCOM LTD and the Operator is on principal to principal basis and is terminable in nature.

26. 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.

27 ASSIGNMENT:

(i) Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of MAVIS SATCOM LTD, 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 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 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 vis a vis the Operator. Such assignment by MAVIS SATCOM LTD shall be effective on and from the date as communicated in writing by MAVIS SATCOM LTD to the Operator.

28. 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 nonfurnishing is due to failure of equipment, satellite action or natural calamity.

(iii) MAVIS SATCOM LTD 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 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 on termination of the Agreement.

29. 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.

30. 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 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 shall be addressed in the attention of "Legal Head", MAVIS SATCOM LTD, Chennai. No48, NP Jawaharlal Nehru Road, Ekkattuthangal, Chennai-600 032.

31. GOVERNING LAW, JURISDICTION 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 in respect of any dispute between the Parties arising out of or in connection with or as a result of this Agreement.

32. ENTIRE UNDERSTANDING/ MODIFICATIONS:

The Agreement along with its Schedules and Annexures 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.*

For MAVIS SATCOM LTD.

Signature: _____

Name: _____

Title: Authorized Signatory

For

Signature: _____

Name: _____

Title: Authorized Signatory

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 Head end 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 Mavi satcom Ltds 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 equipment, 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 cannot be re-deployed.

Schedule 2

THE OPERATOR'S ANTI-PIRACY OBLIGATIONS

1. General

1.1 The Operator shall take all necessary actions to prevent any unauthorized access to the Channels/Subscribed Channels through its Digital Addressable System.

2. STBs, VCs, Systems and Procedures

2.1 In order to ensure that each STB is capable of being used for Fingerprinting, the 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 The 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 by the Operator or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, the 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 the Area or in the possession of a person who is not a bona fide Subscriber.

2.3 The Operator represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed 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 The Operator represents, warrants and undertakes that all installations of STBs and VCs are done directly by the Operator or through its authorized dealers 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, the 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 The 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; or

2.5.2 Outside 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, the 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 The 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 The 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 and as reasonably requested from time to time.

3.2 The Operator shall ensure that all STBs should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by the Operator or by MAVIS SATCOM LTD.

3.3 The 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 The 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 the Operator on the Channels, as per the scheme provided by MAVIS SATCOM LTD; MAVIS SATCOM LTD 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 The Operator shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 The Operator represents and warrants that: (a) both the CAS and SMS shall be of a reputed organization 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 The 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, or

5.1.4 A VC and/or STB are 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 or the Operator becomes aware of a Piracy Event then the Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.

5.2.1 In the event MAVIS SATCOM LTD decides to take legal or other action against any infringing party committing or causing any Piracy Event, the Operator shall provide all reasonable assistance to MAVIS SATCOM LTD to prevent or combat such Piracy Event.

5.3 The Operator agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.

5.4 The Operator shall investigate and report to MAVIS SATCOM LTD 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-1

CHANNEL A-LA-CARTE RATE (INR)

Standard Definition Channels :A-LA-CARTE RATES PER SUBSCRIBER PER MONTH

JAYA TV	3.78
JAYA PLUS	1.68
JAYA MAX	2.52
JMOVIE	2.52

ANNEXURE A-2

BOUQUETS OF STANDARD DEFINITION CHANNELS

BOUQUET 1:

TICK HERE	SLNO	CHANNEL	BOUQUET RATE
		JAYA TV	10.50
		JAYA PLUS	
		JAYA MAX	
		J MOVIE	

BOUQUETS OF STANDARD DEFINITION CHANNELS

BOUQUET 1:

TICK HERE	SLNO	CHANNEL	BOUQUET RATE	
			Monthly fixed amount	CPS RATE
		JAYA TV		
		JAYA PLUS		
		JAYA MAX		
		J MOVIE		

Note 1: This rate card 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 MAVIS SATCOM LTD's rights to increase the a-la-carte and bouquet rates prescribed for Digital Addressable Systems, subject to the final outcome of the Civil Appeal Nos. 3896-3903 of 2011 pending adjudication before the Hon'ble Supreme Court of India and/or any other proceedings initiated by MAVIS SATCOM LTD. and/or any other Mavi satcom Ltd/entity inter, alia, in relation to The Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable Systems) Tariff Order, 2010 dated July 21, 2010.

ANNEXURE B

EQUIPMENT DETAILS

Channels	Digital satellite Receiver No:	Viewing Card No:
<i>JAYA TV</i>		
<i>JAYA PLUS</i>		
<i>JAYA MAX</i>		
<i>JMOVIE</i>		

ANNEXURE C

EXECUTION REQUIREMENTS

1. 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.
- (iv) Copy each of Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., Entertainment Tax Registration Number.

2. 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 authorizing 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 authorized signatory.
- (v) Copy of Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., Entertainment Tax Registration Number.

3. 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 authorized signatory.
- (v) Photograph of the signatory.
- (vi) Copy each of Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., Entertainment Tax Registration Number.

4. 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 License for signature verification attested by the Karta.
- (vi) Copy each of Postal Registration Number, DAS License issued under rule 11(F) of the Cable Television Network Rules, 1994, Service Tax Registration, TAN No., Entertainment Tax Registration Number.

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

- (i) Copy each of Postal Registration Number, CAS License together with undertaking provided under Rule 11F of the Cable Rules or DAS License (whichever is applicable), Service Tax Registration, TAN No., Entertainment Tax Registration Number.
- (ii) Such documents as may be required by MAVIS SATCOM LTD.