

REFERENCE INTERCONNECTION OFFER (“RIO”) / INTERCONNECTION AGREEMENT OF ZEE ENTERTAINMENT ENTERPRISES LIMITED (“ZEEL”) FOR DIGITAL ADDRESSABLE CABLE TELEVISION SYSTEM (“DACS”) PLATFORM FOR INTERCONNECTION WITH MULTISYSTEM OPERATOR, TO BE EFFECTIVE FROM DECEMBER 1, 2021 IN TERMS OF -

- a) TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 AS AMENDED ON 30.10.2019, 1.1.2020 AND 11.6.2021 (“INTERCONNECTION REGULATIONS”),**
- b) TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES (EIGHTH) (ADDRESSABLE SYSTEMS) TARIFF ORDER, 2017 AS AMENDED ON 30.03.2017, 30.10.2019 and 1.1.2020 (“TARIFF ORDER”)**
- c) TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES STANDARDS OF QUALITY OF SERVICE AND CONSUMER PROTECTION (ADDRESSABLE SYSTEMS) REGULATIONS, 2017 AS AMENDED ON 28.12.2018 AND 9.10.2019 (“QOS”)**

(INTERCONNECTION REGULATIONS, TARIFF ORDER AND QOS ARE COLLECTIVELY REFERRED TO AS “TRAI REGULATIONS”)

THIS RIO/INTERCONNECTION AGREEMENT CONSTITUTES ALL THE NECESSARY TECHNICAL AND COMMERCIAL TERMS AND CONDITIONS AS STIPULATED IN THE TRAI REGULATIONS AND SUPERSEDES THE PREVIOUS RIO / INTERCONNECTION AGREEMENT(S) OF ZEEL HOISTED ON ZEEL’S WEBSITE.

THIS RIO/INTERCONNECTION AGREEMENT IS WITHOUT PREJUDICE TO ZEEL’S RIGHTS AND REMEDIES UNDER –

- 1. SLP (C) NO. 10801 OF 2021 PENDING BEFORE HON’BLE SUPREME COURT IN THE MATTER, INDIAN BROADCASTING & DIGITAL FOUNDATION & ORS. V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS.,**
- 2. SLP (C) NO.-010971/2021 BEFORE THE HON’BLE SUPREME COURT IN THE MATTER, ZEE ENTERTAINMENT ENTERPRISES LIMITED & ORS V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS.,**
- 3. SLP (C) NO. 10805 OF 2021 PENDING BEFORE HON’BLE SUPREME COURT IN THE MATTER, STAR INDIA PRIVATE LIMITED & ORS. V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS.,**
- 4. SLP’S BEARING SLP (C) NO.010815/2021, 10877/2021, 10846/2021, 10847/2021, 10818/2021 PENDING BEFORE THE HON’BLE SUPREME COURT IN THE CONNECTED MATTERS,**
- 5. OTHER CONNECTED MATTERS**

THIS RIO/INTERCONNECTION AGREEMENT SHALL ALSO BE SUBJECT TO THE OUTCOME OF ANY ORDER/JUDGMENT/DIRECTIVE OF ANY COURT OF COMPETENT JURISDICTION WITH REGARD TO THE SUBJECT MATTER INCLUDING BUT NOT LIMITED TO-

- 1. SLP (C) NO. 10801 OF 2021 PENDING BEFORE HON’BLE SUPREME COURT IN THE MATTER, INDIAN BROADCASTING & DIGITAL FOUNDATION & ORS. V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS**
- 2. SLP (C) NO.-010971/2021 BEFORE THE HON’BLE SUPREME COURT IN THE MATTER, ZEE ENTERTAINMENT ENTERPRISES LIMITED & ORS V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS**

3. SLP (C) NO. 10805 OF 2021 PENDING BEFORE HON'BLE SUPREME COURT IN THE MATTER, STAR INDIA PRIVATE LIMITED & ORS. V. TELECOM REGULATORY AUTHORITY OF INDIA & ORS
4. SLP (C) NO.010815/2021, 10877/2021, 10846/2021, 10847/2021, 10818/2021 PENDING BEFORE THE HON'BLE SUPREME COURT IN THE CONNECTED MATTERS
5. SLP(C) NO. 10883/2021 TITLED AS THE FILM AND TELEVISION PRODUCERS GUILD OF INDIA LIMITED AND ANR. VERSUS UNION OF INDIA AND ANR.
6. OTHER CONNECTED MATTERS.

BOTH RIO AND INTERCONNECTION AGREEMENT ARE TO BE READ JOINTLY, AND THE INTERCONNECTION AGREEMENT ALONG WITH THE ANEXURES ATTACHED HERewith FORM AN INTEGRAL PART OF THE RIO.

PURSUANT TO CLAUSE 7(1) IN CHAPTER III OF THE INTERCONNECTION REGULATIONS, ZEEL IS HEREBY OFFERING AND PUBLISHING THIS PRESENT RIO/INTERCONNECTION AGREEMENT FOR ITS CHANNELS AND ALSO ON BEHALF OF THE BROADCASTER(S) OF VARIOUS CHANNELS [ZEEL CHANNELS AND THE CHANNELS UNDER AUTHORISATION FROM OTHER ZEE GROUP BROADCASTERS ARE HERINAFTER INDIVIDUALLY AND/OR COLLECTIVELY REFERRED TO AS ZEE GROUP CHANNEL(S)] AS DETAILED HEREIN, UNDER AUTHORISATION FROM THEM.

EVERY MSO DESIROUS OF OBTAINING SIGNALS OF ZEE GROUP CHANNELS SHALL, AS PER CLAUSE 10 (5) AND (6) OF CHAPTER IV OF THE INTERCONNECTION REGULATIONS, MAKE A WRITTEN REQUEST IN THE "APPLICATION FORM FOR REQUEST OF SIGNALS" WHICH IS AVAILABLE ON ZEEL WEBSITE UNDER THE LINK WWW.ZEE.COM/CHANNEL-PRICING/ AND ALSO MARKED AS SERVICE FORM 1 HERETO ALONG WITH DOCUMENTARY EVIDENCE / TECHNICAL COMPLIANCE REPORT SHOWING THAT THE "ADDRESSABLE SYSTEMS" TO BE USED FOR DISTRIBUTION OF SUBSCRIBED CHANNELS MEET THE REQUIREMENTS SPECIFIED IN THE SCHEDULE III AND SCHEDULE IX OF THE INTERCONNECTION REGULATIONS.

ON RECEIPT OF A REQUEST FROM THE MSO IN THE AFOREMENTIONED PRESCRIBED MANNER, ZEEL AND THE CONCERNED MSO WILL ENTER INTO THE INTERCONNECTION AGREEMENT ATTACHED HERETO CONTAINING ALL THE TERMS AND CONDITIONS ON AN "AS-IS" BASIS AND WITHOUT MAKING ANY UNILATERAL CHANGES/MODIFICATIONS. IN THE EVENT ZEEL IS IN RECEIPT OF AN INTERCONNECTION AGREEMENT SIGNED AND SENT BY A CONCERNED MSO WITH THEIR UNILATERAL CHANGES, SUCH INTERCONNECTION AGREEMENT SHALL BE DEEMED VOID AB-INITIO AND NON-BINDING.

TO BE ELIGIBLE TO EXECUTE THE INTERCONNECTION AGREEMENT AND AVAIL THE SIGNALS OF ZEE GROUP CHANNELS, THE MSO SHALL NOT BE IN DEFAULT OF PAYMENT TO ZEEL IN TERMS OF SECOND PROVISIO OF CLAUSE 3(2) OF THE INTERCONNECTION REGULATIONS, 2017. IT IS FURTHER CLARIFIED THAT THE EXECUTION OF THE INTERCONNECTION AGREEMENT BY ZEEL SHALL NOT AMOUNT TO ANY WAIVER BY ZEEL OF ITS RIGHTS AVAILABLE UNDER LAW AND/OR ERSTWHILE AGREEMENT/S TO CLAIM ANY OUTSTANDING SUBSCRIPTION/LICENSE FEES DUE AND PAYABLE TO ZEEL.

IN CASE ZEEL FINDS THAT THE DIGITAL ADDRESSABLE SYSTEM (I.E. CAS, SMS AND OTHER DIGITAL EQUIPMENT), HERINAFTER REFERRED TO AS "DAS", BEING USED BY THE MSO FOR DISTRIBUTION OF ZEE GROUP CHANNELS DOES NOT MEET THE REQUIREMENTS SPECIFIED IN SCHEDULE III AND SCHEDULE IX OF THE

INTERCONNECTION REGULATIONS, IT SHALL INFORM SUCH MSO WHO SHALL IMMEDIATELY RECTIFY THE SHORTCOMINGS AND GET ITS DAS AUDITED BY ANY AUDITOR EMPANELLED BY THE TELECOM REGULATORY AUTHORITY OF INDIA AND OBTAIN A CERTIFICATE FROM SUCH AUDITOR THAT ITS DAS MEETS THE REQUIREMENTS SPECIFIED IN SCHEDULE III AND SCHEDULE IX TO THE INTERCONNECTION REGULATIONS.

IN THE EVENT THE MSO OPTS FOR DOWNLOADING THE INTERCONNECTION AGREEMENT FROM THE WEBSITE OF ZEEL AND SIGNS THE SAID DOWNLOADED INTERCONNECTION AGREEMENT, IT SHALL BE MANDATORY FOR THE MSO TO SEND IT TO ZEEL WITHIN 7 DAYS OF SIGNING. SUCH INTERCONNECTION AGREEMENT SHALL BE BINDING ONLY AFTER IT IS COUNTER-SIGNED BY ZEEL AND NOT OTHERWISE. IT IS FURTHER CLARIFIED THAT ANY SIGNED AGREEMENT FROM THE MSO SHALL NOT BE LEGALLY BINDING (I) IF THE INTERCONNECTION AGREEMENT SENT BY THE MSO HAS ANY UNILATERAL CHANGES AND/OR (II) IF THE SAID INTERCONNECTION AGREEMENT IS RECEIVED AFTER A NEW VERSION OF RIO/ INTERCONNECTION AGREEMENT IS UPLOADED BY ZEEL ON ITS WEBSITE. IN THE EVENT ZEEL MODIFIES AND UPLOADS A REVISED RIO/ INTERCONNECTION AGREEMENT ON ITS WEBSITE, ANY UNEXECUTED INTERCONNECTION AGREEMENT SHALL BE NULL AND VOID.

IT IS HEREBY CLARIFIED THAT IN ORDER TO BE ELIGIBLE TO EXECUTE THIS INTERCONNECTION AGREEMENT AND AVAIL THE SIGNALS OF ZEE GROUP CHANNELS, THE MSO SHOULD BE IN COMPLIANCE WITH ALL APPLICABLE LAWS INCLUDING THE TRAI REGULATIONS, THE CABLE TELEVISION NETWORKS (REGULATION) ACT, 1995 AND CABLE TELEVISION NETWORKS (REGULATION) RULES 1994, AS AMENDED FROM TIME TO TIME.

ZEEL RESERVES ITS RIGHTS TO REVISE/ MODIFY/ ALTER THE TERMS OF THIS RIO AND THE INTERCONNECTION AGREEMENT AS PER APPLICABLE LAWS AND IN THE EVENT OF ANY CHANGE IN THE TRAI REGULATIONS DUE TO OUTCOME OF ANY ORDER/JUDGMENT/DIRECTIONS IN THE AFORESAID MATTERS. IN SUCH AN EVENT, THIS RIO AND INTERCONNECTION AGREEMENT SHALL BE NULL AND VOID AND A FRESH INTERCONNECTION AGREEMENT COVERING ALL SUCH REVISIONS/ MODIFICATIONS/ ALTERATIONS SHALL BE EXECUTED BETWEEN THE PARTIES IN THE MANNER PRESCRIBED THEREIN.

SERVICE FORMS

TO ENABLE BETTER SERVICE TO THE MSOS AND TO EXPEDITE AND FACILITATE THE DOCUMENTATION FOR ZEE GROUP CHANNELS AND/OR ZEE BOUQUETS, ZEEL HAS UPLOADED THE BELOW SERVICE FORMS ON ITS WEBSITE WWW.ZEE.COM AND ALSO IN ANNEXURE XIII OF THE INTERCONNECTION AGREEMENT:

- a) SERVICE FORM 1- APPLICATION FORM
- b) SERVICE FORM 2- AMENDMENT AGREEMENT FOR MODIFICATION OF SUBSCRIBED ZEE GROUP CHANNELS AND/OR ZEE BOUQUETS
- c) SERVICE FORM 3- AMENDMENT AGREEMENT FOR MODIFICATION OF AUTHORIZED AREAS
- d) SERVICE FORM 4- FORM FOR ADDITION/ DISCONTINUATION/ ALTERATION OF THE ADDRESSABLE SYSTEMS AND/OR ENCRYPTION SYSTEMS
- e) SERVICE FORM 5- FORM FOR CHANGE OF CONTROL
- f) SERVICE FORM 6- FORM FOR DISCONTINUATION OF OPERATIONS

ON EXECUTION OF ANY OF THE AFORESAID SERVICE FORMS BY BOTH THE PARTIES TO THE INTERCONNECTION AGREEMENT(S), THE SERVICE FORMS SHALL FORM AN INTEGRAL PART OF THE SAID INTERCONNECTION AGREEMENT(S).

DESIGNATED PERSONS

ZEEL HAS DESIGNATED THE FOLLOWING PERSON(S) FOR RECEIVING THE REQUEST FOR INTERCONNECTION FROM THE MSO AND THEIR GRIEVANCE REDRESSAL PERTAINING TO THIS RIO/ INTERCONNECTION AGREEMENT:

Sr. No.	Name of Designated Person	Telephone Number	Email Address	Designated to receive request from the MSO in the State
1	Mr. Shiv Pancholi	022 - 71083318	shiv.pancholi@zee.com	Gujarat, Maharashtra, Chhattisgarh, Madhya Pradesh, Rajasthan, Dadra And Nagar Haveli, Daman & Diu, Goa.
2	Mr. Venkat Saradhi Talasila	080 - 49225009	venkat.talasila@zee.com	Andhra Pradesh, Karnataka, Kerala, Puducherry, Tamil Nadu, Telangana, Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu And Kashmir, Ladakh, Punjab, Andaman & Nicobar, Lakshadweep.

3	Mr. Rejo Francis T	0120 - 4657939	rejo.francis@zee.com	Arunachal Pradesh, Assam, Bihar, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, Uttar Pradesh, Uttarakhand, West Bengal.
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ZEEL RIO

INTERCONNECTION AGREEMENT

This Interconnection Agreement (“**Agreement**”) is executed on this ____ day of _____, 20____, at New Delhi.

BETWEEN

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at B-10, Essel House, Lawrence Road, New Delhi- 110035 (hereinafter referred to as “**ZEEL**” which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

MSO

(M/s):

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

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

Name of Authorised Signatory (Mr./Ms.):

ADDRESS:

Landmark: _____

Village: _____

City/Town/Taluka: _____

District: _____

Pin: _____

State: _____

Tel. No - STD Code: _____ No.: _____

[1]

For MSO

For ZEEL

Mobile No. _____

Fax No - STD Code: _____ No.: _____

E mail ID: _____

CORRESPONDENCE ADDRESS: _____

Landmark: _____

Village: _____

City/Taluka: _____

District: _____

Pin: _____

State: _____

Tel. No - STD Code: _____ No.: _____

Mobile No. _____

Fax No - STD Code: _____ No.: _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

INSTALLATION ADDRESS: _____

Landmark: _____

Village: _____

City/Taluka: _____

District: _____

Pin: _____

State: _____

Tel. No – STD Code: _____ No.: _____

Mobile No. _____

Fax No – STD Code: _____ No. _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

Technical Person: _____

Mobile No. of Technical Person: _____

(In-case of multiple Installation Address, the MSO to provide additional installation address(es) in the format set out in **Annexure XII**)

ZEEL and MSO are hereinafter individually and collectively referred to as “**Party**” and “**Parties**” respectively.

WHEREAS:

- a) ZEEL is, inter-alia, engaged in the business of broadcasting and distribution of satellite based television Channel(s)/Service(s) and has exclusive right to market and distribute the Channel(s)/Service(s) (detailed in **ANNEXURE II**) in India, Nepal & Bhutan to various Subscribers and users of the Channel(s)/Service(s).
- b) The MSO is a cable operator, who has been granted registration No. _____ dated _____ under the Cable Television Networks Rules, 1994, as amended, by the Ministry of Information and Broadcasting, for providing cable TV services through digital addressable systems in the areas of _____ notified by the Central Government under Section 4A of the Cable Television Networks (Regulation) Act, 1995.
- c) Parties have agreed that ZEEL will provide the signals of subscribed Zee Group Channels to the MSO for the Authorised Areas to be serviced by designated and authorized headend(s) as set out as defined in **ANNEXURE I** and the MSO will carry these subscribed Zee Group Channels on its Platform on terms and conditions, detailed hereinafter.
- d) This Interconnection Agreement supersedes all the previous Interconnection Agreements executed between ZEEL and the MSO.
- e) Parties now wish to record and reduce, in writing, the terms and conditions agreed between them governing their relationship as follows.

1. Defined Terms

In this Agreement, unless repugnant or contrary to the context hereof or otherwise defined herein, the following terms, when capitalised, shall have the meanings assigned when used herein:

- 1.1 “**Active Subscriber**” means a Subscriber who has been authorized to receive signals of subscribed Zee Group Channels as per the subscriber management system and whose set top box has not been denied signals.

- 1.2 **“Total Active Subscribers of the MSO”** shall mean total active subscribers of the MSO who have subscribed to at least one channel (SD or HD). In case of the Standard-Definition Identified Channel(s), Total Active Subscribers shall mean total active subscribers of the MSO who have subscribed to only Standard-Definition channel(s) and in case of the High-Definition Identified Channel(s), Total Active Subscribers shall mean total active subscribers of the MSO who have subscribed to at least one High-Definition channel.
- 1.3 **“Total Active Subscribers of the Channel”** shall mean total active subscribers of a Zee Group Channel which will be arrived at by adding up the average active subscribers who have opted the said Zee Group Channel on a-la-carte basis and average active subscribers of all such Bouquets of ZEEL comprising of the said ala-carte Zee Group Channel.
- 1.4 **“Addressable System”** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network 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 the limits of authorization made, through the Conditional Access System and the subscriber management system, on the explicit choice and request of such subscriber, by the MSO to the subscriber.
- 1.5 **“Affiliate”** of a Party (the “Subject Person”) means (i) in the case of any Subject Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls, is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, his/her parents, spouse or children, or any Person that is owned or controlled by such natural person or any of the aforesaid mentioned Persons. For the purposes of this definition, “Control” means (a) having an economic interest of at least 26% of any Person; and/or (b) the power to direct and control the management or policies of a Person, whether through the power to appoint majority of the members on the board of directors or similar governing body of such Person, through contractual arrangements or otherwise. “Controlling” and “Controlled” have correlative meanings;
- 1.6 **“a-la-carte” or “a-la-carte channel”** means offering of the Zee Group Channel(s) individually on a standalone basis.
- 1.7 **“Audit”** shall mean the technical audit and commercial audit referred to in clause 14 of Interconnection Agreement, to be conducted by the MSO and/or ZEEL of the Distribution Systems/Platform of the MSO, including but not limited to CAS, SMS, encryption systems, Content Protection Systems, financial documents, etc. as per the Audit Manual dated November 8, 2019.
- 1.8 **“Average Active Subscriber Base”** means the number arrived by averaging the active subscriber base count in the manner specified in the **ANNEXURE V**.

- 1.9 “**BIS**” means the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- 1.10 “**Bouquet(s)**” or “**Bouquet(s) of Channels**” means an assortment of distinct Zee Group Channels, offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly.
- 1.11 “**Cable Television Network**” or “**Cable Tv Network**” means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers.
- 1.12 “**CAS**” shall mean the conditional access system maintained by the MSO in accordance with the Interconnection Regulations and the terms of this Interconnection Agreement, which shall have the ability to authorize, provide and deny specific Channels, data, or information to Subscribers and which meets the requirements under the TRAI Regulations including Schedule III and Schedule IX of the Interconnection regulations.
- 1.13 “**Change Event**” means any merger, de-merger, amalgamation, consolidation, reorganization, joint operation or service arrangement, corporate restructuring or any other business arrangement involving the MSO or any change of control or change in the management or acquisition of majority stake or controlling stake of the MSO or acquisition by the MSO of a majority stake or a controlling stake in any other entity or selling the whole or a substantial portion of the MSO’s assets and/ or purchasing the whole or a substantial portion of the assets of another entity.
- 1.14 “**Channel(s)**” or “**Subscribed Channel(s)**” means all subscribed television Zee Group Channel licensed by ZEEL to MSO.
- 1.15 “**Conditional Access**” means control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers.
- 1.16 “**Converted Channel(s)**” shall mean (i) Channels converted from Free-to-Air to a Pay Channel; or (ii) Channels converted from Pay to Free-to-Air Channel.
- 1.17 “**Distribution Margin**” shall mean the margin which the MSO is entitled for the purpose of distribution of pay Zee Group Channels or bouquet of pay Zee Group Channels, as the case may be.
- 1.18 “**Distributor Retail Price**” means the price excluding taxes declared by a distributor and payable by a Subscriber for A-la-carte Pay Channel or Bouquet of Pay Channels as the case may be.
- 1.19 “**Due Date**” means the date of expiry of the 15 (fifteen) day period commencing on the date of receipt of invoice by MSO from ZEEL.
- 1.20 “**Electronic Programme Guide**” or “**EPG**” means a program guide maintained by the MSO that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes.

- 1.21 “**Equipment**” means any and all hardware/ software and other devices, including but not limited to IRDs and the paired Viewing Card(s) etc.
- 1.22 “**Fingerprinting**” means exercises where code numbers are made overtly to appear on the screen of a Television and/or covertly in the signals of the Channels that enables identification of the Smart Card being used to access such signals.
- 1.23 “**Free to Air Channel**” or “**FTA Channel**” means a channel which is declared as such by ZEEL and for which no fee is to be paid by the MSO to ZEEL for availing signals of such channel.
- 1.24 “**Governmental Authority**” means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction over such Party and shall include without limitation TRAI, MIB, TDSAT or any other body or authority regulating the broadcasting and distribution of channels in India;
- 1.25 “**Independent Affiliate**” shall mean a cable operator who is or was availing the signals of the Zee Group Channels directly from ZEEL in terms of a separate agreement between ZEEL and such cable operator.
- 1.26 “**Interconnection**” means commercial and technical arrangements under which MSO and ZEEL connect their equipment and networks to provide signals of Zee Group Channels to the subscribers.
- 1.27 “**Interconnection Agreement**” means this Agreement to be executed between MSO and ZEEL for ZEEL to provide signals of subscribed Zee Group Channels read with Service Forms.
- 1.28 “**Interconnection Regulations**” shall mean the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulation, 2017 dated 3rd March 2017 issued by the Telecom Regulatory Authority of India as amended on 30.10.2019 and 11.6.2021.
- 1.29 “**Laws**” shall mean all applicable statutes, enactment, acts of legislative, ordinance, rules, by-laws, regulations, notifications, guidelines, policies, directions, and orders, including amendments thereto, of any Government, Authority, including without limitation (a) the Interconnection Regulations; (b) any rules, directions, regulations, guidelines, and code of conduct of the MIB and TRAI that may be amended from time to time (c) The Copyright Act 1957 (including amendments thereto) (d) any final un-appealable order of any competent court or tribunal, etc.
- 1.30 “**Local Cable Operator**” Or “**LCO**” means a person registered under rule 5 of the Cable Television Networks Rules, 1994.
- 1.31 “**Long Term Subscription**” means a subscription for a duration of six months or more, for which an advance payment has been made by the Subscriber.
- 1.32 “**Maximum Retail Price**” Or “**MRP**” for the purpose of this Agreement shall mean the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay Zee Group Channel or bouquet of pay Zee Group Channels, as the case may be.

- 1.33 “**Multi-System Operator**” or “**MSO**” means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from ZEEL and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators.
- 1.34 “**Multi Tv Home**” means a household having more than one TV connection or set top box in the name of one person.
- 1.35 “**Network Capacity Fee**” per month means the region-wise network capacity fee payable by a subscriber for availing a distribution network capacity so as to receive the signals of television channels and as declared by MSO to TRAI and which (i) shall not exceed INR 130/-(excluding taxes) for initial 200 SD Channels (ii) shall not exceed INR 160/-(excluding taxes) for more than 200 SD Channels (iii) for each additional TV connection, beyond the first TV connection in a multi TV home shall, in no case, exceed 40% of the declared network capacity fee. It is clarified that 1 HD Channel shall be treated as 2 SD Channels for purpose of calculation of channels within the distribution network capacity subscribed.
- 1.36 “**New Channel(s)**” shall mean the new channels to be launched and/or to be distributed by ZEEL in future and/or not forming part of the list of Channels set out in **ANNEXURE II** as on date of execution of this Agreement.
- 1.37 “**Pay Channel**” shall mean a channel which is declared as such by ZEEL and for which a share of maximum retail price is to be paid to ZEEL by the MSO and for which due authorization needs to be obtained from ZEEL for distribution of such channel to subscribers.
- 1.38 “**Platform**” or “**Distribution System**” means the addressable systems owned and operated by MSO which is used to re-transmit the signals of Zee Group Channels.
- 1.39 “**Reference Interconnection Offer**” or “**RIO**” means this document published by ZEEL specifying terms and conditions on which the MSO may seek interconnection with ZEEL.
- 1.40 “**Removed Channel**” shall mean any Channel(s) of which ZEEL ceases to grant right to the MSO under this Agreement.
- 1.41 “**Receiver Box**” or “**IRD**” means the ZEEL approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the MSO.
- 1.42 “**Set Top Box**” means a device which is connected to or is part of a television set and which allows a Subscriber to receive, in descrambled form, the Channels distributed by the MSO.
- 1.43 “**Smart Card**” means, in relation to a Subscriber, a card or other device issued by MSO to that Subscriber that, when enabled by a CAS and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the MSO.

- 1.44 “**Subscriber**” means, a person who receives signals of Zee Group Channels, from a MSO, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber. For the avoidance of doubt, it is hereby clarified that for the purposes of calculating the Subscription Fees, a Subscriber shall have the meaning set out in **ANNEXURE IV**.
- 1.45 “**Subscriber Management System**” or “**SMS**” means a system or device which stores the subscriber records and details at the MSO’s end with respect to name, address and other information regarding the hardware being utilized by the subscriber, Zee Group Channels or bouquets of Zee Group Channels subscribed by the subscriber, price of such Zee Group Channels or bouquets of Zee Group Channels as defined in the system, the activation or deactivation dates and time for any Zee Group Channel or bouquets of Zee Group Channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period by the MSO.
- 1.46 “**Subscription Fee**” means the Fees payable by MSO to ZEEL for availing the signals of Zee Group Channels on a monthly basis and calculated as “ZEEL’s Share of MRP” multiplied by average active subscribers for any given month.
- 1.47 “**Television Channel**” means Zee Group Channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term ‘channel’ shall be construed as a reference to “television channel”.
- 1.48 “**Territory**” means the territorial boundaries wherein ZEEL has authorised the MSO to retransmit the signals of Zee Group Channels.
- 1.49 “**Viewing Card**” means the ZEEL approved viewing card to be used in conjunction with the Receiver Box in order for MSO to access and decode each of the Channels.
- 1.50 “**ZEEL’s share of MRP**” with reference to a pay channel or a bouquet of pay channels means the Maximum Retail Price (MRP) of Zee Group Channel(s)/Bouquets less of Distribution Margin, payable by the MSO to ZEEL for availing the signals of pay Zee Group Channels or bouquet of pay Zee Group Channels, as the case may be.

All other words and expressions used in this Agreement not defined herein and defined in the Act and rules and regulations including TRAI Regulations as amended from time to time or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995) and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

2. Term

The “Term” of this Agreement shall be starting from _____ till _____. Commencement of this Agreement would be considered from the date of execution of this Agreement by ZEEL or the date of activation of signals by ZEEL, whichever is later.

The Parties shall enter into new written Interconnection Agreement before the expiry of this Agreement. ZEEL will send a written notice to MSO at least sixty (60) days prior to date of expiry of this Agreement to enter into new Interconnection Agreement.

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

Provided further that the MSO shall, fifteen days prior to the date of expiry of this Agreement, inform its subscribers of the Platform:

- (i) the date of expiry of this Agreement
- (ii) the date of disconnection of signals of Zee Group Channels in event of its failure to enter into new interconnection agreement.

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

3. Territory

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

3.2 It is further clarified that it shall be permissible for the MSO to distribute the Zee Group Channels beyond the Authorised Area (“Additional Authorised Area”) by executing the **Service Form 3 for Additional Authorised Area** as made available on ZEEL’s website and by submitting the same to the Designated Person for that Area named in the RIO. The distribution of Zee Group Channels in such additional authorised areas can be done by the MSO after thirty (30) days from the date of receipt of such Amendment Agreement for Additional Authorised Area by ZEEL:

Provided that such areas fall within--

- (a) the Registered Area of operation of the MSO; and
- (b) the states or union territories in which the MSO has been permitted to distribute the signals of television channels under this Agreement.

On execution, the **Service Form 3** for Additional Authorised Area shall be deemed to be an integral part of this Agreement.

- 3.3 In the absence of thirty (30) days advance notice by way of execution of the **Service Form 3** for Additional Authorised Area referred herein above, the distribution of Zee Group Channels done by the MSO shall be treated as unauthorised and unlawful and shall be liable for appropriate penal action as per the applicable Law / Regulations.

Nothing contained in **sub-clause 3.2** shall apply if written objections with reasons from ZEEL have been received by the MSO during the said thirty (30) days' notice period. It is further clarified that in the event the written objections are received by the MSO from ZEEL, the MSO shall refrain from extending their operations and/or retransmitting the signals of Zee Group Channels in the proposed areas. In the event of any failure to do so, the same shall amount to material breach of this RIO/Interconnection Agreement and ZEEL shall be entitled to enforce any and/or all rights available to ZEEL hereunder and under applicable Laws.

4. Zee Group Channels

Zee Group Channels shall mean the Television Channels as listed in **ANNEXURE II** attached herewith. Standard Definition Channels may be referred to as Zee Group SD Channels and High Definition Channels may be referred to as Zee Group HD Channels. Both Zee Group SD and Zee Group HD Channels may be collectively referred to as Zee Group Channels.

The MSO shall subscribe to the signals of Zee Group Channels on A-la-carte and/or Bouquet(s) basis by specifically opting for the same in **Annexure(s) II and III**.

In the event the MSO intends to subscribe for any additional Zee Group Channels and/or New Channels on A-la-carte and/or Bouquet(s) basis during the Term of this Agreement, the MSO may do so by executing the Amendment Agreement for Additional Channels, in the manner prescribed on ZEEL's website.

ZEEL reserves the right to remove any channel from the list of Zee Group Channels ("**Removed Channel**") at any time during the Term as per applicable Laws, if it ceases to distribute such channel(s) in the Territory and terminate the grant of the associated distribution rights to MSO and/or to add any channel to the list of Zee Group Channels and to grant the distribution rights to MSO in respect of new channel. Once a Zee Group Channel becomes a Removed Channel, the same shall cease to be made available by ZEEL on A-la-carte and/or as part of Bouquet. In such case, the effective MRP of the Zee

Bouquet consisting such Removed channel(s), would get adjusted as per the TRAI Regulations.

5. Rights Granted

MSO shall have the non-exclusive right to re-transmit the signals of subscribed Zee Group Channels during the Term via the Cable Television Network in the Territory in an encrypted mode only on the digital “addressable systems” owned and operated by the MSO (the “**Platform**”) for distribution to Subscribers strictly in terms of and in accordance with the terms of this Interconnection Agreement and applicable Laws including the TRAI Regulations. The Parties agree that on signing of this Agreement, MSO shall have the non-exclusive right to distribute the subscribed Zee Group Channels on its Platform vide the designated headend(s) in the Authorised Area, simultaneously upon receipt of signal along with the multiple audio feed, if any, without interruption, editing, interference or alteration, to the MSO’s authorized subscribers only, hereinafter referred to as “Subscriber”, as defined in **Clause 6** of this Agreement. All other rights and means of distribution and/or transmission and/or exhibition of Zee Group Channels not specifically and expressly granted to MSO are expressly excluded and reserved by ZEEL.

The MSO shall not be granted Time Shift, any and all kinds of Multiplexing, Pay Per View (PPV), Video on Demand (VoD) or Near Video on Demand (NVoD) rights and ZEEL reserves such rights. MSO shall not store any content of ZEEL satellite television channels for any reason whatsoever, including, but not limited for the purpose of providing to its Subscribers as part of any Free TV, Interactive TV, Online service, save and except for compliance recording. The MSO shall not transmit the signals of Zee Group of Channels to persons/entities who are not Subscribers. Further, under this Agreement, the MSO shall not provide any kind of service or indulge in any kind of exhibition of Zee Group Channels which involves non-linear transmission, interactive tv and/or any such functionality which requires connection to internet (wired or wireless) or which involves exhibition/viewing of the Zee group Channels beyond the scope of this Agreement.

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

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

The MSO shall offer all contributory language feeds for a given Channel to every subscriber entitled to access that Channel provided that the MSO has opted for such contributory language feeds of the Channel.

MSO shall, under no circumstance, sub license and/ or assign and/ or transfer the rights granted to it by ZEEL hereunder.

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

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

6. Authorised Subscriber

Authorised Subscriber shall mean any subscriber of the MSO who receives the signals of one or more Zee Group Channels at a place indicated by the Subscriber without further transmitting it to any other person and who does not cause the signals of Zee Group Channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each Set Top Box located at such place, for receiving the signals of Zee Group Channels, shall constitute an Authorised Subscriber.

Subscriber for the purposes of calculation of the Monthly Subscription Fees means, for any calendar month, each Set Top Box, which is availing one or more of the Zee Group Channel(s) through the Platform of the MSO.

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

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

7. Packaging

7.1 MSO undertakes to ZEEL that it shall package Zee Group Channels as per applicable Laws including but not limited to the relevant regulations notified by TRAI. MSO

undertakes to ZEEL that no Zee Group Channel shall be included in any package or tier that contains any channel with pornographic content or any gambling channel/content.

- 7.2 The Bouquets of Pay Zee Group Channels offered by ZEEL, and for which interconnection agreement has been signed with ZEEL, shall be offered by the MSO to its Subscribers without any alteration in its composition. It is however clarified that in the event of any change in the composition of the Bouquets of Pay Zee Group Channels, the same shall be construed that the MSO is offering such Zee Group Channels on a-la-carte basis to Subscribers.

8. Main Obligations of MSO

- 8.1 Without prejudice to the provisions of **Clause 17.1 “Acquired Systems”**, the MSO agrees not to connect or make available the signals of the Channels through the Distribution System to any Independent Affiliate, having outstanding arrears payable to ZEEL, without ZEEL’s prior written consent vide a written agreement. ZEEL has the right to withhold such consent in its sole discretion, till such time that the Independent Affiliate or the MSO does not clear all the outstanding amounts payable by the Independent Affiliate to ZEEL for such time the Independent Affiliate has been availing the signals of Zee Group Channels.
- 8.2 Any agreement entered into by the MSO, its sub-operators and their respective Affiliates with a Subscriber shall not relieve the MSO, its sub-operators and their respective Affiliates of any of their obligations under this Agreement and MSO shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties as set out in this Agreement. ZEEL reserves all rights and remedies available to it under applicable Laws.
- 8.3 The MSO agrees that it shall not make its Subscribers take other channels or services or fulfil any other commercial consideration, apart from Network Capacity Fees, as a precondition to receive the signals of Zee Group Channel(s).
- 8.4 The MSO shall offer to all Subscribers the Bouquet(s) of Pay Zee Group Channels offered by ZEEL for which interconnection agreement has been signed with ZEEL, without any alteration in composition of the bouquet(s) of Pay Zee Group Channels.
- 8.5 MSO shall retransmit the signals of all Zee Group Channels only in a securely encrypted manner and without any alteration to its subscribers.
- 8.6 MSO shall display name and maximum retail price of all the subscribed Zee Group Channels opted by the MSO in its electronic programme guide.
- 8.7 Further, the MSO shall not offer limited period exhibition of any Channel(s) to Subscribers.

- 8.8 Once a Channel(s) has been included in a Subscriber Package, the MSO shall not stop exhibition of any Channel(s) without strictly following the procedure prescribed for changing the composition of the Subscriber Package under the TRAI Regulations.
- 8.9 MSO shall not distribute the Zee Group Channels outside the Territory through any other mode without the express written consent/agreement of ZEEL.
- 8.10 The MSO before availing the signals of Zee Group Channels shall submit documentary evidence / technical compliance report showing that the addressable systems to be used for distribution of Zee Group Channels meet the requirements specified in the **ANNEXURE IX** of this Agreement. In case ZEEL finds that the Digital Addressable System (i.e. CAS, SMS and other digital equipment) being used by the MSO for distribution of TV channels does not meet the requirements specified in **ANNEXURE IX** of this Agreement, it shall inform such MSO and the MSO shall get the addressable system audited by any auditor empanelled by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such Auditor that the MSO's digital addressable systems meets the requirements specified in said **ANNEXURE IX**.
- 8.11 MSO shall protect the Intellectual Property of ZEEL and shall not cause or permit anything which may damage or endanger the Intellectual Property or assist or allow others to do so. The MSO shall not apply for registration of ZEEL's Trade mark as a Trade mark in its own name and shall not use any name or mark similar to or capable of being confused with the Trade name or mark of ZEEL. MSO shall not acquire or claim any proprietary rights in the intellectual property of ZEEL.
- 8.12 It is agreed that no independent advertising shall be inserted by MSO and MSO shall not superimpose or otherwise alter any copyright, trademarks, trade names, logos, names on any Channel.
- 8.13 MSO undertakes to take all appropriate and necessary steps and measures to prevent piracy or any other violation, disclose correctly all the information as required by ZEEL, ensure distribution by sub-operator only to persons in the MSO's SMS and CAS database and operating within the limits of the subscription rights as conferred in terms of this Agreement.
- 8.14 The MSO shall comply with all applicable Laws and shall ensure timely compliances thereunder

9. Maximum Retail Price (MRP) of Zee Group Channels, Calculation of Subscription Fee and Distribution Margin:

9.1 Maximum Retail Price (MRP) of Zee Group Channel(s):

- (A) Maximum Retail Price (MRP) of Zee Group of Channel(s) are as under:

(a) MRP of Zee Group Channels offered on A-la-Carte basis is set out in **ANNEXURE II**

(b) MRP of Bouquet of Pay Zee Group Channel(s) is set out in **ANNEXURE III**

9.2 **Calculation of Subscription Fee**

During the Term, the MSO shall pay to ZEEL, the Subscription Fee which shall be calculated on a monthly basis in the manner set out in **ANNEXURE IV**.

9.3 **Distribution Margin**

The Distribution Margin shall be equal to **twenty percent (20%)** of the MRP of pay Zee Group Channels or Bouquet of pay Zee Group Channels as the case may be.

10. **Payment Terms**

The MSO agrees to pay to ZEEL, the monthly Subscription Fee as per the terms set out in **ANNEXURE IV**. Any default by the MSO pertaining to Payment Terms shall constitute a material breach hereunder and ZEEL be entitled to switch off the signals of Zee Group Channels to entire network of the MSO.

Further it is also agreed by the MSO that in case the MSO operates through any of its Joint venture/affiliate/associate Network(s) in different parts of the Cities/States of India then it shall be the sole responsibility and obligation of the MSO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the MSO to ZEEL. Further it is also agreed by MSO that any other Independent Affiliate taken over by MSO during the term of this Agreement shall be treated as JVs and MSO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.

11. **Watermark/Logo**

The MSO shall be permitted to use its own watermark/logo on the screen which is visible and identifiable with the service provided by the MSO. However, no such watermark/logo shall be used by the MSO which conveys or indicates ZEEL's and/or its Licensor's brand logo in any manner whatsoever. The MSO shall have to seek prior written approval from ZEEL with regards to the size, type, location of the watermark/logo to be used on the screen by the MSO on Zee Group channels transmitted on its platform.

12. Electronic Programme Guide (EPG)

12.1 ZEEL will declare the genre of Zee Group Channels as per the TRAI Regulations, broadly categorizing the Zee Group Channels in the following genre based on the channels launched by it from time to time.

(a) General Entertainment (b) Infotainment, (c) Kids, (d) Movies, (e) Music, (f) News and Current Affairs, and (g) Miscellaneous.

12.2 It shall be mandatory for the MSO to place the Zee Group channels in the electronic programme guide in the genre as declared by ZEEL:

Provided that no Zee Group Channels shall be disadvantaged or otherwise treated less favorably by the MSO with respect to competing channels on a genre and/or language basis. The subscribed Zee Group Channels of same language within the same genre shall appear together consecutively in the electronic programme guide and one television Zee Group Channel shall appear at one place only.

Provided further that it shall be permissible to the MSO to place a subscribed channel under sub-genre within the genre declared for the channel by the broadcaster(s).

12.3 The MSO shall assign a unique channel number for each Zee Group Channel available on the distribution network.

12.4 The channel number once assigned to a particular Zee Group Channel shall not be altered by the MSO in the manner set out in the TRAI Regulations:

Provided that it shall however be permissible for the MSO to discontinue carrying a Television Channel in case the monthly subscription percentage for that channel is less than the discontinuation threshold calculated as per Schedule VIII of the Interconnection Regulations in each of the immediately preceding six(6) consecutive months.

Provided further that in the event ZEEL changes the genre of a Zee Group Channel then the MSO shall immediately, on intimation, place the said Zee Group Channel under the respective genre(revised/changed) and in such manner that all channels of same language within such genre appear together consecutively in the electronic program guide (EPG).

12.5 Before signing of the Interconnection Agreement, MSO shall apprise and make available to ZEEL the EPG Policy of the MSO's platform.

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

12.7 During the entire duration of the term, the EPG of MSO shall always contain the MRP of the Zee Group Channel and the information of the programs being shown on all Zee Group channels in a manner approved by ZEEL without any cost or fee to ZEEL. MSO

shall provide the format in which the said information regarding all the channels shall be furnished by ZEEL.

13. **Delivery and Security**

All Zee Group Channels must be delivered by the MSO to subscribers in a securely encrypted manner and without any alteration.

The transmission specifications and infrastructure allocated by MSO in respect of the broadcast signals of the Zee Group Channels by MSO 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.

ZEEL shall provide requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of stipulated interest free security deposit per IRD as per the conditions laid down in the TRAI Regulations. Further, the MSO shall confirm the details of Integrated Receiver Decoder (IRD's) in respect of all such channels availed from ZEEL in the format provided in **ANNEXURE X**.

The Parties acknowledge and agree that in the event MSO intends to make any changes to the Addressable System's security and encryption technology, including the encryption system (other than standard software upgrades which are deemed not to be material changes), during the Term, the MSO shall intimate the same to ZEEL by submitting Form for Change in Addressable Systems which is made available on ZEEL's Website.

14. **Audit**

- 14.1 The MSO shall on or before 31st December of every Calendar Year furnish to ZEEL a detailed audit report at email id audit.team@zee.com or upload at portal <https://sms.zeeconnect.in/> after causing audit of its Subscriber Management System (SMS), Conditional Access System (CAS) and other related systems by an auditor empaneled by the Authority within 24 hours from the generation of such Audit Report, to verify that the monthly subscription reports made available by the MSO to ZEEL are complete, true and correct. The Audit caused by the MSO shall be scheduled in such a manner that there is a gap of at-least six months between the audits of two consecutive calendar years. Further, there should not be a gap of more than 18 months between audits of two consecutive calendar years. The MSO shall give 30 days' prior written notice to ZEEL at audit.team@zee.com before causing the Audit of its Addressable Systems. Provided, that any variation, due to audit, resulting in less than zero-point five percent (0.5%) of the billed amount shall not require any revision of the invoices already issued and paid. Failure to comply with this provision by the MSO will constitute a material breach of this Agreement. The audit and penalty under this clause shall be as per the TRAI Regulations.

- 14.2 In case ZEEL is not satisfied with the audit report received under Clause 14.1 or, if in the opinion of ZEEL the addressable system being used by the MSO does not meet requirements specified under the Schedule III and Schedule IX of Interconnection Regulation, ZEEL shall have the right not more than once in a Calendar Year, after communicating to the reasons in writing to the MSO, to audit the SMS, CAS and other related system of the MSO by an auditor empaneled by the Authority.
- 14.3 The MSO shall be under a legal obligation to revert within four (4) days (“Revert Period”) after a request is received for audit from ZEEL, so that the audit exercise can be undertaken at a date before end of fifteen (15) day period. In the event the MSO fails to respond or fails to provide a convenient date for audit falling within a month of the request date then in such an event, ZEEL shall at its discretion levy an additional charge equivalent to ten percent (10%) of one month’s Subscription Fee paid by the MSO for the previous month. For the avoidance of doubt it is clarified that the additional charge of 10% as referred to above shall continue to be levied on incremental monthly basis till the Audit is commenced.
- 14.4 Provided further that if such audit conducted in terms of Clause 14.2 reveals that additional amount is payable to ZEEL by the MSO, then the MSO shall pay such amount, along with the interest at the rate of 18% per annum, within ten (10) days and if such amount including interest due for any period exceed the amount reported by the MSO to be due for such period by two percent (2%) or more, the MSO shall bear the audit expenses, and take necessary actions to avoid occurrence of such errors in the future.
- 14.5 Provided also that ZEEL shall have a right to disconnect signals of Zee Group Channels, after giving written notice of three (3) weeks to the MSO, if such audit conducted in terms of Clause 14.1 and/or Clause 14.2 14.2 reveals that the addressable system being used by the MSO does not meet the requirements specified in the Schedule III and Schedule IX of the Interconnection Regulation.
- 14.6 MSO hereby agrees and acknowledges to offer necessary assistance to auditors so that audits can be completed in a time bound manner.
- 14.7 In the event during the audit exercise if it is found that the MSO has not informed ZEEL about any change/ replacement of his existing SMS / CAS system declared at the time of execution of the agreement or in case where the MSO has introduced and is making use of one or more SMS / CAS systems for which it has not declared true and correct subscribers count along with the choice of channels subscribed by the subscribers then in such an event ZEEL shall at its discretion, charge for such additional subscribers attributable to such supplementary/ additional SMS / CAS systems with a penalty @ 100% of the maximum retail price for such channels from the date of agreement. For example, if the undeclared number of subscribers is say 500 and the MRP share of ZEEL is Rs. X, then in such a scenario the MSO shall be liable to pay X multiplied by 2 times (1 time is pertaining to the basic MRP and additional 1 time is attributable to 100% penalty).
- 14.8 Notwithstanding what is stated hereinabove, the MSO will maintain at its own expense a subscriber management system (“SMS”) compliant to the technical specifications set out in **ANNEXURE IX**.

- 14.9 The MSO shall maintain accurate, complete and up to date records of every subscriber's details, details of the location of every STB, smart card, records and accounts of billings including historical billing data, type of subscribers, sub licenses, correct conditional access log, SMS data, duly executed agreements with subscribers, forms filed by Subscribers, receipt books regarding payments from the Subscribers, books of accounts and records reflecting all transactions relating to the Services and authorizations of STB / CPE, in particular the name, complete address, billing and payment details of all Subscribers ("Subscriber Records"). The MSO shall ensure that its SMS and billing software allows for monitoring and printing of historical data relating to subscriber activation and/or deactivation, going back to at least 2 (two) consecutive preceding years at any point of time.
- 14.10 MSO shall, at the request of ZEEL, send a report in respect of systems, measures and compliances with this Clause 14, in accordance with the format and medium, electronic and hard copy, as may be specified by ZEEL from time to time. Such report shall be authenticated by the agencies or vendors providing Conditional Access System (CAS) software and subscriber management / billing system software. It is agreed between the Parties that neither ZEEL's acceptance of any such information or payment, nor ZEEL's inspection or audit of the MSO's records or accounts shall prevent ZEEL from later disputing the accuracy or completeness of the same provided, that ZEEL submits reasons for disputing the same.
- 14.11 The SMS, CAS, billing, IT systems, and all Subscriber Records that are relevant for the purpose of the Agreement shall be available for inspection and audit by empaneled Auditor(s) (i) at any time during normal business hours during the Term of this Agreement and for two years after the termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy obligations of the MSO; and (ii) on 3 (three) calendar days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement during the Term of this Agreement and for three months after the termination of this Agreement.
- 14.12 The MSO shall give empaneled Auditors any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, empaneled Auditors shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, reasonably required to provide evidence of such breach, and the MSO agrees to extend reasonable co-operation in this regard.
- 14.13 The scope of such audit conducted by empaneled Auditors in accordance with **Clause 14** shall be as set out in **ANNEXURE XI**. The MSO shall provide full cooperation to the empaneled Auditors appointed by ZEEL in order to carry out the audit including but not limited to granting unfettered, unqualified and unrestricted access to MSO's facilities and systems including but not limited to SMS, CAS, IT, billing, and other systems and providing documents as may be required by the auditors. MSO shall have no objection to the auditors carrying or using their own equipment, systems including but not limited to laptops, software and hardware for conducting such audit and shall be provided with free ingress and egress from the premises wherein such audit is conducted. The MSO shall not refuse, oppose, or defeat data retrieval, data storage, or data analysis by the auditor

at any stage during the audit. The auditor shall own and possess all working data. Further, the auditor shall be free to decide and devise the methodology and the manner for conducting the audit. The provisions contained in this Clause shall also apply to Technical Audits as stated in Clause 15 herein below. Any breach by or on the part of the MSO with regard to the above covenants shall be construed as material breach of this Agreement.

14.14 MSO shall maintain all the relevant records including but not limited to the records pertaining to packaging, penetration, Logical Channel Numbers (LCN) of Zee Group Channels along with sequential positioning thereof within the genre and shall submit the monthly report thereof in a stipulated format to ZEEL.

15. Anti-Piracy

In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the MSO shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access system delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by ZEEL. The MSO shall comply with the Anti-Piracy Requirements set out in Clause **V and VI** in **ANNEXURE XI** and also provide full and complete information for conducting Technical Audit by the auditors, empaneled by the Authority for conducting such audit, by furnishing details outlined in Clause **I, II, III and IV** of **ANNEXURE XI** attached herewith.

The MSO shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

The MSO shall not authorize, cause or suffer any portion of any of the Zee Group Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by the MSO at the time these Channels are made available. If the MSO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Zee Group Channels for any other purpose, the MSO shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Zee Group Channels for any other purpose, notify ZEEL and the MSO 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 MSO 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 MSO and the subscriber. The MSO shall comply with the specifications for Set Top Box, Conditional Access System and Subscriber Management System as set out in **ANNEXURE IX** attached herewith.

If so instructed by Information (as defined below) by ZEEL, the MSO 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 ZEEL. 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 ZEEL representatives through other means of communications such as telephonic message, fax etc. and the said “information” shall later be confirmed by ZEEL through e-mail and the MSO shall be under obligation to act upon such information.

16. Reports

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

The MSO shall, within seven (7) days from the end of each calendar month, provide, in the format specified in the **ANNEXURE V** attached herewith, complete and accurate monthly subscription report of A-la-Carte channels and bouquets of pay Zee Group Channels, to ZEEL. The Monthly reports to be provided by MSO shall consist of the Monthly subscriber numbers of the A-la-Carte channel(s) or bouquet(s) or MSO package(s) which shall be arrived at, by averaging the number of subscribers subscribing the channels or bouquet, as the case may be, recorded four times in month i.e. on 7th day, 14th day, 21st day and 28th day of each calendar month as more particularly set out in **Table – 1 and Table – 2 of ANNEXURE V**. The number of subscribers to be reported in the monthly report shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. on the aforementioned days of every calendar month.

MSO shall submit the aforementioned subscriber report on a monthly basis separately for each and every area(s)/city it is operating in, as specified in **ANNEXURE I**. The monthly subscriber report for every month during the Term of this Agreement shall be uploaded by the MSO in the prescribed format on ZEEL’s portal and shall also be submitted in a non-editable PDF format, with read only permission via email to dassubsreport@zee.com within the stipulated timeline. The Parties agree that timely submission of Reports shall be a material obligation on part of the MSO and essence of the contract. In event if the MSO fails to submit the monthly subscriber reports within seven (7) days from the end of each calendar month, it shall constitute a material breach of this Agreement.

Such reports shall specify all information required to calculate the Monthly Average Active Subscriber Level (including but not limited to the number of Subscribers for each Zee Group Channel and each package in which a Zee Group Channel is included) and the Subscription Fees payable to ZEEL. Such monthly Reports shall be signed and attested by an officer of the MSO of a rank not less than Head of Operations Department/ Chief Financial Officer/Chief Executive Officer who shall certify that all information in the Report

is true and correct and that the number of subscribers reported in the Report has been extracted from the SMS which is exactly the same as reflected in their CAS.

17. Acquired Systems and Change of Control

17.1 Acquired Systems

If MSO merges with, acquires or is acquired by a competing MSO operating in the Territory ("Competing Platform") and Zee Group Channels are not carried on the Competing Platform at the time of merger and in the event following the merger the Competing Platform carries the Zee Group Channel pursuant to this Agreement or MSO distributes the said Channel to the Subscribers of the Competing Platform, MSO or the successor company shall be obligated to pay to ZEEL the Subscription Fee from the effective date of the merger, on the basis of this Agreement within 30 days from the date of the merger based on the revised subscriber base of MSO and the Competing Platform or the successor company/affiliates/joint ventures/networks as the case maybe. In case of any dispute the Parties agree to refer the matter to TDSAT.

If MSO merges with, acquires or is acquired by a Competing Platform and the Zee Group Channel(s) are carried on Platform and the Competing Platform, then the Subscription Fee payable by the combined entity / platform would be in accordance with the respective agreements of ZEEL, with the platform and competing platform prior to such merger, till a fresh agreement is entered into with ZEEL for the combined entity.

Identical procedures will be followed in circumstances where the MSO merges with, acquires or is acquired by multiple Competing Platforms simultaneously or a party which owns multiple Competing Platforms.

17.2 Change of control

The MSO shall intimate ZEEL regarding a proposed Change Event promptly by submitting the Form for Change of Control made available on ZEEL's website. In which event, ZEEL reserves its right to deactivate the signals of the Zee Group Channels as per applicable Laws.

18. Suspension of Rights

Subject to any applicable laws, ZEEL shall have the right to suspend delivery of the Zee Group Channels to the MSO after giving 21 days' notice in terms of the applicable Law, in the event of:

- i) a material breach related to payment of Subscription Fees if the same is not paid by the MSO by the Due Date;
- ii) a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or
- iii) a material breach related to non-submission of Subscriber Report.
- iv) a material breach not related to anti-piracy/ non-payment of Monthly Subscription Fee /non-submission of subscriber report, if such breach is not cured within the initial ten (10) day notice period.

19. Renewal of the Agreement:

The Parties shall start the process for renewal of the agreement at least 60 days prior to the date of the expiry of the existing Interconnection Agreement. New Interconnection agreement shall be entered into before the expiry of the existing Interconnection Agreement. In case the parties fail to enter into a new Interconnection Agreement before the expiry of the existing agreement, ZEEL shall not make available Zee Group channels to the MSO on the expiry of the existing Interconnection Agreement.

Provided further that the MSO shall, fifteen days prior to the date of expiry of this Agreement, inform the subscribers through scrolls on its Platform:

- i) the date of expiry of this Agreement
- ii) the date of disconnection of signals of Zee Group Channels in event of its failure to enter into new Interconnection Agreement.

20. Termination

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

- i) material breach of this Agreement by the other Party;
- ii) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
- iii) the Digital addressable cable TV system license or any other material license/ permission necessary for the MSO to operate its digital addressable cable TV system service being revoked at any time other than due to the fault of the MSO.

20.2 ZEEL shall have the right to terminate this Agreement:

- i) by a prior written notice of twenty-one (21) days to the MSO, if MSO breaches any of the Anti-Piracy Requirements; or

- ii) by a prior written notice of forty-five (45) days to the MSO, if ZEEL discontinues the Zee Group Channels with respect to all distributors in the Territory.
- 20.3 The MSO shall have the right to terminate this Agreement on written notice to ZEEL if the MSO discontinues its cable business and provides at least ninety (90) days prior written notice.
- 20.4 In the event that the Parties fail to enter into a new agreement prior to the expiry of the Term, then ZEEL would discontinue the supply of signals to MSO on the date of the expiry of the agreement due to efflux of time.
- 20.5 The procedure for disconnection of signals of the Channels by ZEEL shall be subject to the provisions contained in the TRAI Regulations.
- 20.6 In the event the IRD Box/CAM and or Viewing Card is/are transferred to any other location in breach of this Agreement, this Agreement shall be automatically terminated without prejudice to any other rights of ZEEL under this Agreement or Law.
- 20.7 ZEEL shall have the right to disconnect the Channels provided to the MSO at any time by giving a prior written notice of 21 (twenty-one) calendar days, specifying the reasons for such disconnection.
- 20.8 The right of ZEEL to terminate this Agreement shall be in addition to, and without prejudice to any other rights or remedies available to ZEEL under this Agreement or Law.

21. Effect of Termination

Upon expiration or termination of this Agreement, all rights granted to and obligations undertaken by the Parties under this Agreement shall terminate immediately except:

- i) MSO's obligations to pay the Subscription Fees accrued under this Agreement upon or prior to the expiration or termination of the Agreement; and
- ii) the indemnity obligations of the Parties; and
- iii) the confidentiality obligations of the Parties; and
- iv) such other rights as may accrue to the Parties under applicable laws.

In addition, MSO shall forthwith:

- i) cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as ZEEL and its licensors may require;
- ii) cease to provide or distribute/ transmit the Zee Group Channels to the Subscribers;
- iii) return the IRDs to ZEEL and its licensors.

- iv) The MSO shall prepare and deliver to ZEEL a final Subscriber Report relating to any amounts due to ZEEL forthwith;
- v) All Promotional Materials of ZEEL and/or Confidential Information, which are in the possession of the MSO, its sub-operators or any of their Affiliates or under their control shall be returned to ZEEL or be otherwise disposed of in accordance with the ZEEL's directions;

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

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

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

The provisions of Clauses 21, 25 and 27 shall survive the termination of this Agreement.

22. Intellectual Property

- 22.1 ZEEL and its licensors shall have the sole right and privilege to determine which events and programmes, advertisements, messages and the like shall be included in the channels. The MSO agrees and undertakes to distribute the channels in their entirety in the same manner as such Zee Group Channels are delivered by ZEEL, without any cutting, editing, dubbing, scrolling or ticker tape, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-throughs or crawls, deletions or additions, blacking out, substituting or any other modification, alteration, addition, deletion or variation, substituting or any other modification, alteration, addition, deletion, variation or other interference or interruption in any manner.
- 22.2 The MSO shall use its best efforts to promote an awareness of the Channel among its Subscribers and potential subscribers. The MSO acknowledges that the Channel Marks and associated marks and names (and the names of programs which appear in the Service) are and shall remain the exclusive property of ZEEL and its licensor(s), as applicable. The MSO has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. ZEEL shall have the sole discretion to approve the use of such Channel Marks by the MSO with respect to the programmes included in the Channels. The MSO shall keep fully confidential and shall not publish or disseminate any material or information which violates any conditions imposed by ZEEL or its programme suppliers/licensor(s) and disclosed to MSO by ZEEL for the purpose of this Agreement. ZEEL acknowledges and agrees that the MSO shall have the right to use the Channel Marks to promote the Channel(s) through programme

guide, programme listing, internet website and for the purpose of displaying the electronic program guide if any.

- 22.3 All rights to the Channels and its contents are specifically reserved to ZEEL and its licensors, as appropriate, and may be freely exercised and exploited by them by any means, any locations and in any manner whatsoever.
- 22.4 Notwithstanding anything contained in this Agreement, the MSO agrees that ZEEL, its parent, successors, assigns or any entity that owns or controls ZEEL, directly or indirectly during the Term hereof or for any extension, may re-name and/or re-brand the Channels in its sole discretion.

23. Representations and Warranties

23.1 Each Party represents and warrants to the other Party that:

- (a) each of them is a duly incorporated and is a validly existing company/legal entity under applicable Law and has full authority and all rights (including necessary licenses and approvals from competent authorities) necessary to perform its obligations under this Agreement;
- (b) upon execution hereof, this Agreement shall be legally binding on such Party and enforceable against such Party and will not result in any violation of any applicable Law;
- (c) it has obtained, and shall maintain in full force, during the Term of this Agreement, all approvals and consents necessary to perform its obligations under this Agreement and operate the business it is conducting in connection with this Agreement, as applicable and no consent, authorization, license or approval of any Governmental Authority that has not been applied for or obtained is required to authorize the execution, delivery, or performance of this Agreement.

23.2 The MSO undertakes, represents and warrants to ZEEL that:

- a) the MSO has conducted its business at all times in accordance with applicable Laws in all material respects and the terms of each license, registration and permit held by it and has obtained all the licenses, permits, registrations from any Governmental Authority required under applicable Law for the MSO to operate the Distribution System within the Authorised Area. The registration or license to operate the Distribution System within the Authorised Area and all other necessary supporting documents, including licenses or registrations of all sub-operators are valid and shall continue to remain valid during the Term of this Agreement. The MSO confirms that it shall comply with and abide by all applicable Laws including the TRAI Regulation and shall duly inform ZEEL in the event of any changes or termination in its registrations or in the event of a change in names and addresses of sub-operators working under the MSO within 10 (ten) calendar days of such change. Any failure on the part of the MSO to inform ZEEL in the event of any such change within 10 (ten) calendar days of such change shall be construed as a material breach of this Agreement;

- b) the MSO has not received any written notice from any Governmental Authority with respect to any violation of any applicable Law and no fact or circumstance exists which is likely to lead to any license, registration or permit which is material to the Distribution System of the MSO being revoked, varied, cancelled, suspended or not renewed.
- c) the Distribution Systems used by it to exercise the rights under this Agreement meet the requirements of applicable Laws and regulations, as amended from time to time, and this Agreement. The MSO shall not generate or retransmit any unencrypted signals or feeds from its Head End;
- d) it shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of ZEEL and shall not remove/shift any Equipment used to avail of the Services from the address referred to in **ANNEXURE X**, without the prior written consent of ZEEL;
- e) it shall not shift, remove, modify, misuse or tamper with the equipment used to avail of the Services including the paper seal to prevent opening of the equipment or any signals emanating there from, in a manner that prevents the identification of the equipment number or interferes with the signals emanating there from;
- f) it shall not distribute the Channels other than by itself or through sub-operators identified in **ANNEXURE X** hereto or otherwise deal with the Channels except as expressly authorized under this Agreement;
- g) it shall not distribute the Channels (i) outside the Authorised Area; (ii) to any Person other than the Subscriber in a manner specified in the Agreement;
- h) it has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the Distribution System smoothly and efficiently so as to enable the MSO to discharge all its obligations under this Agreement. The MSO further represents that it is not in breach of any contractual obligation with respect to other service providers with whom it is connected;
- i) all information provided by the MSO to ZEEL in connection with this Agreement has been provided in good faith. All information which has been provided by the MSO to ZEEL in connection with this Agreement is true and accurate, and such information does not omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they are made, not misleading.
- j) the MSO has not received any petition for, and no order has been made or a resolution been passed for the winding up/ insolvency/ liquidation of the MSO or for the appointment of any provisional liquidator/ interim resolution professional or administrator over any or all the assets of the MSO or the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the MSO and no analogous procedure or step is being taken or is

pending or threatened in any jurisdiction. No receiver has been appointed in respect of the whole or any part of any of the assets of the MSO.

- k) there are no legal proceedings pending against the MSO which would materially affect the ability of the MSO to perform its obligations under this Agreement.
- l) The HITS Operator hereby agrees to read, understand and comply with ZEEL Partner / Supplier Code of Conduct, as updated from time to time, and located at https://www.zeeconnect.in/HRPolicies/policies/Code_of_Conduct_Policy.pdf (“Code”) and agrees to conduct business in strict legal compliance and with the highest ethical standards. For sake of clarity, the Code, or the demonstration of its compliance, does not create any third-party beneficiary rights for the HITS Operator. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between the HITS Operator and ZEEL and in case of conflict between the Code and legal documents, the Code shall apply.
- m) The HITS Operator hereby agrees to read, understand and comply with ZEEL’s Whistle Blower Policy, as updated from time to time, and located at [https://www.zeeconnect.in/HRPolicies/policies/Whistleblower_and_Vigil Mechanism Policy.pdf](https://www.zeeconnect.in/HRPolicies/policies/Whistleblower_and_Vigil_Mechanism_Policy.pdf) (“WBP”). The HITS Operator further agrees to report to ZEEL about any form of corruption (including without limitation financial malpractice, dishonesty, money laundering, corruption and fraud), or any other unethical and/or suspected behaviour that may impact ZEEL in any manner during the Term of this Agreement. The HITS Operator shall duly disseminate the details of the WBP and contact number of the Vigilance Officer to all their employees, representatives, agents and business associates.

The provisions of this Clause 23.2 shall also apply to sub-operators and Affiliates of the MSO who are distributing the Channels through the Distribution System in the Area. The breach of any of the above shall constitute a material breach of this Agreement and shall entitle ZEEL to terminate this Agreement. The rights of ZEEL under this Clause shall be in addition to and without prejudice to any other rights available to it in Law or under this Agreement.

23.3 Except as expressly set out in this Agreement and to the maximum extent permitted by Law, the Channels are provided by ZEEL on an 'as-is' 'where-is' basis without warranties of any kind whatsoever, express or implied, including in relation to quality, merchantability, fitness for purpose or non-infringement or that the services will be error free or uninterrupted.

23.4 The MSO further represents and warrants that:

- a. all the terms and conditions laid down in this Agreement are non-discriminatory, reasonable and justified and are not more than necessary for the legitimate preservation of the value of the Channel(s) and the content of the Channel(s);
- b. that it has understood the merits and demerits including risks arising out of this Agreement and acknowledges that it has evaluated all considerations relating to the Agreement, after duly reading the contents of this Agreement. The MSO

further represents that it has also taken advice from the subject matter experts including but not limited to finance, technical, content, legal and tax experts, pertaining to the implications of all terms and conditions of the Agreement and based on their opinion has accepted that this Agreement is suitable and appropriate for the MSO.

- c. it has agreed to all terms and conditions of this Agreement after due discussion with ZEEL. In the event of any ambiguity or question of intent or interpretation arising out of this Agreement, the same shall be construed as if drafted jointly by both the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

24. Regulatory Intervention

In the event that there is any change to any applicable statutes, enactments, acts of legislatures or parliament, laws, ordinances, orders, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal, etc, which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the Subscription Fee payable hereunder. Such amendment shall take effect from the date of such change. In the event the Parties are unable to agree on an amendment within thirty (30) days of the date of the request by the affected Party, then either Party may approach TDSAT for appropriate resolution of the dispute.

25. Indemnity and Limitation of Liability

- 25.1 The MSO shall without any limitations as to time period or amounts keep and hold ZEEL and its Affiliates, officers, directors, employees and agents fully indemnified and harmless against all claims, suits, actions, proceedings, causes of action, damages, awards, liabilities, costs and/or expenses of any kind (including reasonable attorney's fees) arising out of any misrepresentation or fraud committed by the MSO, or actual or threatened breach of any terms of this Agreement by the MSO (including but not limited to breach of any representation and warranty provided by the MSO to ZEEL).
- 25.2 It is expressly understood and agreed between the Parties that ZEEL shall have no liability or obligation whatsoever under this Agreement, towards the MSO, the Subscribers or any other person or Governmental Authority, arising from and/or in respect of:
 - (a) any defect in any Equipment (including without limitation IRDs / Viewing Cards) attributable to or resulting from any unauthorized/improper use, tampering, negligence or failure to follow ZEEL's instruction, or any use of the Equipment with any apparatus or Equipment not authorized by ZEEL, in which event ZEEL shall not be under any obligation to provide MSO with any other Equipment;

- (b) any inaction or default on the part of the MSO, its distributor or installer;
 - (c) any delay or failure in the performance of this Agreement caused by any reason or event beyond the control of ZEEL;
 - (d) deactivation, disconnection, interruption of the Zee Group Channels or termination of this Agreement by ZEEL in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of non-payment of Subscription Fee by the MSO or on account of any other breach of this Agreement by the MSO); or
 - (e) failure on the part of the MSO to maintain the licenses and approvals required under applicable Law.
- 25.3 The MSO undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands or proceedings by the Subscribers arising out of the actions or omissions of MSO. Nothing in this Agreement or the contract(s) executed between the Subscriber and the MSO or the operator or sub-operator shall entitle the Subscriber to receive the Zee Group Channels from ZEEL or create any direct relationship between the Subscriber and ZEEL.
- 25.4 ZEEL shall not be liable to the MSO, any Subscriber or to any other Person, whether under contract, tort or otherwise, for any indirect, special, incidental or consequential damages or for any lost profits, business, revenues or goodwill arising out of or in connection with this Agreement or the provision of the Channels or inability to provide the same whether or not due to suspension, interruption or termination of the Channels or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.
- 25.5 Without prejudice to the foregoing, the maximum aggregate liability of ZEEL for proven and awarded direct damages or losses that may arise out of or in connection with this Agreement shall not exceed the Subscription Fees under this Agreement paid by the MSO to ZEEL in any given Financial Year.

26. Compliance with Laws

The MSO, its sub-operators and their respective affiliates shall at all times ensure that their employee(s), directors(s), personnel adhere to all applicable laws, including but not limited to the anti-corruption and anti-bribery laws, provisions of the Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002. The MSO, its sub-operators and their respective affiliates further agree that the MSO, its sub-operators and their respective affiliates, as the case may be, and any person working on their behalf in connection with the services or this Agreement shall not make any payment or transfer anything of value, directly or indirectly to: any government official or employee (including employees of government-owned and government-controlled corporations and public international organizations); any political party, official of a political party, or candidate for public office; any intermediary, including, but not limited to, agents or family members of government officials, for payment to any government official; any other person or entity in a corrupt or improper effort to obtain or retain

business or any advantage, in connection with ZEEL's affairs; any person selling a competing product in order to eliminate or restrict competition, including, but not limited to, agreements to divide the market; or any other person or entity; if such payment or transfer would violate the applicable law of the country.

27. Confidentiality

27.1 Subject to Clause 27.3 the parties agree to keep all information confidential including without limitation, data pertaining to the business of the other party, details of the other party's affiliates, subscriber details, Subscription Fees, pricing, information regarding the strategy and volume of business of the other party strictly confidential at all times.

27.2 Any information provided by one Party to the other Party under this Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other.

27.3 Notwithstanding the provisions contained in Clause 27.1 and 27.2, either Party may disclose Confidential Information:

- a) if and to the extent necessary to be disclosed under the applicable Law or by any Governmental Authority to whose jurisdiction the Party is subject;
- b) in so far as it is required to be disclosed to Affiliates, the employees, directors or professional advisers of any Party, provided that any such disclosure is on a need-to-know basis and the disclosing Party shall procure that the persons to whom it is disclosed in terms of this provision treat such information as confidential;
- c) if and to the extent the Confidential Information has come into the public domain, otherwise than as a direct or indirect consequence of any breach of the terms and conditions of this Agreement and through no fault of that Party; or
- d) if and to the extent all the other Parties have given prior written consent to the disclosure of such Confidential Information.

28. Specific Performance

The parties agree that damages may not be an adequate remedy and the parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including without limitation a right for damages.

29. Guarantee

The MSO shall procure that its affiliates, sub-operators and their affiliates who are operating in the area comply with the terms of this Agreement and perform their

obligations hereunder. The MSO guarantees the performance of the obligations of its affiliates, sub-operators and their affiliates under the terms of this Agreement. Any breach or default of this clause will make the MSO liable for any such non-compliance and penal action thereto.

30. Agency

Neither the MSO nor ZEEL shall be or hold itself out as the agent of the other under this Agreement except with the express written consent of the other. No sub-operators or subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with ZEEL by virtue of this Agreement or by ZEEL's delivery of the services to the MSO.

31. Waiver

No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

32. Force Majeure

- 32.1 Failure on the part of the MSO or ZEEL to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If during Force Majeure the fulfilment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation made by the authorities or revocation of registration of the Parties any circumstances beyond the reasonable control of the Parties herein that directly or indirectly hinders or prevents either of the Parties from commencing or proceeding with the consummation of the transactions contemplated hereby. The Party affected by such Force Majeure event shall promptly notify the other Party of the occurrence of such event. It is agreed between the parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure. If the conditions of Force Majeure continue for a period exceeding one (1) month, the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then this Agreement shall be terminated

upon notice of either Party to the other, on expiry of one (1) month from the date of such notice.

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

33. Assignment

The MSO shall not have the right without the prior written consent of ZEEL, to assign, transfer, convey, delegate or sub-contract this Agreement or any of its rights or obligations hereunder. ZEEL may assign or transfer its rights or obligations under the Agreement to any party without consent or approval of MSO.

34. NOTICES

Every Notice provided for in this Agreement shall be in writing and shall be:

- (I) First transmitted by Email or facsimile transmission, and then confirmed by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognized Courier Service; or
- (II) Sent by Postage, Prepaid Registered Post with Acknowledgement Due or by Nationally Recognized Courier Service:

The above provisions shall mutatis mutandis apply to delivery of invoice or to any other communication under this Agreement

A. In the case of notices to ZEEL:

Ms. Aparna Choraria

Address: 19th Floor, A- Wing, Marathon Futurex,

N. M. Joshi Marg, Lower Parel, Mumbai 400 013

Email: aparna.choraria@zee.com

B. In the case of notices to the MSO:

Mr. _____

Address:

Name of Compliance Officer:

Facsimile:

Attention:

Email:

Mobile No:

35. Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent legal forum, the remaining provisions of this Agreement shall continue in full force and effect.

36. Jurisdiction

This Agreement shall be governed by the laws of the Republic of India. All disputes or differences arising between the parties as to the effect, validity or interpretation of this Agreement or to their Rights, duties or liabilities arising out of this Agreement, etc shall be subject to the exclusive jurisdiction of the Telecom Disputes Settlement and Appellate Tribunal (TDSAT).

37. Designated person for receiving the request for Interconnection and/or expansion of Territory from the MSO and their grievance redressal pertaining to this agreement:

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

Sr. No.	Name of Designated Person	Telephone Number	Email Address	Designated to receive request from the MSO in the State
1	Mr. Shiv Pancholi	022 – 71083318	shiv.pancholi@zee.com	Gujarat, Maharashtra, Chhattisgarh, Madhya Pradesh, Rajasthan, Dadra and Nagar Haveli, Daman & Diu, Goa.
2	Mr. Venkat Saradhi Talasila	080 – 49225009	venkat.talasila@zee.com	Andhra Pradesh, Karnataka, Kerala, Puducherry, Tamil Nadu, Telangana, Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu and Kashmir, Ladakh, Punjab, Andaman & Nicobar, Lakshadweep.
3	Mr. Rejo Francis T	0120 – 4657939	rejo.francis@zee.com	Arunachal Pradesh, Assam, Bihar, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, Uttar Pradesh, Uttarakhand, West Bengal.

38. Entire Understanding Between The Parties

This Interconnection Agreement read along with the **ANNEXURE I to ANNEXURE XIII** hereof contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, writings, understandings or communications in this regard. The Parties agree that the terms contained herein are fair and reasonable. This Interconnection Agreement read along with the **ANNEXURE I to ANNEXURE XIII** of this Agreement shall not be modified, amended or varied unless otherwise mutually agreed in writing in accordance with applicable Law.

39. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a. Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender shall include all other genders;
- b. The word “person” shall include individuals, corporations, partnerships, association of persons and any other entities;
- c. Any references to articles, clauses, sub-clauses, appendices, annexures and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to this Agreement;
- d. References to a “month” are to a calendar month;
- e. Headings and titles are for ease of reference only and shall not affect the interpretation of this Agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this Agreement done otherwise independent of the title.
- f. Any reference to law, regulation, statutory provision, order, guideline, policy, etc., includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

40. Special Overriding Condition

Notwithstanding anything to the contrary contained herein, this Agreement is without prejudice to broadcaster’s challenge / right to challenge / impugn certain provisions of TRAI Regulations. ZEEL reserves the right to alter/modify/terminate this Agreement, subject to outcome of any present/future challenge to TRAI Regulations.

IN WITNESS, WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

For and on behalf of

[Name of the MSO]

Name:

Designation:

Date:

Witness-
Name:

For and on behalf of

**ZEE ENTERTAINMENT ENTERPRISES
LIMITED**

Name:

Designation:

Date:

Witness:-
Name:

ANNEXURE I

TERRITORY

(PART A)

Registered Area:

(PART B)

Authorised Area (Attach extra sheet if required):

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

*Note: City shall mean the municipal limit of that particular city.

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

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

**In the event the MSO has deployed additional CAS and/or SMS, the certificate to be issued for each CAS and/or SMS deployed*

II. Installation Address(es) of CAS and SMS (Attach extra sheet if required).

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

The address to provide above shall specify the Village, City/Taluka, District, Pincode, State, Tel. No, details of contact person(s) and technical person(s) (including name, mobile number, Email address etc.)

(Inc case of multiple Installation Address, the MSO to provide additional installation address(es) in the format set out in **Annexure XII** along with details of Installation address(es) of CAS & SMS)

ANNEXURE II**LIST OF ZEE GROUP CHANNELS**

MSO is desirous of availing Zee Group Channels on A-la-Carte Basis (Yes / No): _____

I. List of Standard Definition (SD) Pay Zee Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Sr. No.	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Zee TV	General Entertainment	Hindi	22.00	ZSD-ZEETV02	
2	&TV	General Entertainment	Hindi	12.00	ZSD-ANDTV02	
3	Zee Anmol	General Entertainment	Hindi	0.10	ZSD-ZANML03	
4	Big Magic	General Entertainment	Hindi	0.10	ZSD-ZMGIC03	
5	Zee Cinema	Movies	Hindi	12.00	ZSD-ZCNMA03	
6	&pictures	Movies	Hindi	6.00	ZSD-ANDPC03	
7	Zee Bollywood	Movies	Hindi	1.50	ZSD-ZBOLL02	
8	Zee Action	Movies	Hindi	1.00	ZSD-ZACTN02	
9	Zee Anmol Cinema	Movies	Hindi	0.10	ZSD-ZANCM03	
10	Zee Classic	Movies	Hindi	0.30	ZSD-ZCLAS02	
11	Zee News	News and Current Affairs	Hindi	0.10	ZSD-ZNEWS03	
12	Zee Hindustan	News and Current Affairs	Hindi,	0.10	ZSD-ZHIND03	

13	Zee Business	News and Current Affairs	Hindi	0.30	ZSD-ZBUSN03	
14	Zee Zest	Infotainment	Hindi/English	0.50	ZSD-ZZEST02	
15	Zing	Music	Hindi	0.10	ZSD-ZZING03	
16	Zee Salaam	News and Current Affairs	Urdu	0.10	ZSD-ZSALM03	
17	Zee Café	General Entertainment	English	6.00	ZSD-ZCAFE02	
18	&flix	Movies	English	12.00	ZSD-&FLIX02	
19	WION	News and Current Affairs	English, Hindi, All Indian Regional Languages	2.00	ZSD-ZWION02	
20	Zee Marathi	General Entertainment	Marathi	25.00	ZSD-ZMRTH02	
21	Zee Talkies	Movies	Marathi	5.00	ZSD-ZTALK05	
22	Zee Yuva	General Entertainment	Marathi	2.00	ZSD-ZYUVA05	
23	Zee Vajwa	Music	Marathi	1.00	ZSD-VAJWA02	
24	Zee 24 Taas	News and Current Affairs	Marathi	0.10	ZSD-ZTAAS03	
25	Zee Bangla	General Entertainment	Bangla	25.00	ZSD-ZBNGL02	
26	Zee Bangla Cinema	Movies	Bangla	4.00	ZSD-ZBGCM05	
27	Zee 24 Ghanta	News and Current Affairs	Bangla	0.10	ZSD-24GTA03	
28	Zee Sarthak	General Entertainment	Odia	20.00	ZSD-ZSRTH02	
29	Zee Odisha	News and Current Affairs	Odia	0.10	ZSD-ZKLNG03	
30	Zee Punjabi	General Entertainment	Punjabi	3.00	ZSD-PUNBB03	
31	Zee Ganga	General Entertainment	Bhojpuri	0.50	ZSD-ZGNGA03	
32	Zee Biskope	Movies	Bhojpuri	0.10	ZSD-GNGAB02	

33	Zee Tamil	General Entertainment	Tamil	12.00	ZSD-ZTAML02	
34	Zee Thirai	Movies	Tamil	3. 00	ZSD-THRAI03	
35	Zee Telugu	General Entertainment	Telugu	22.00	ZSD-ZTELG02	
36	Zee Cinemalu	Movies	Telugu	4.50	ZSD-ZCNML02	
37	Zee Kannada	General Entertainment	Kannada	22.00	ZSD-ZKAND02	
38	Zee Picchar	Movies	Kannada	4.50	ZSD-PCHAR02	
39	Zee Keralam	General Entertainment	Malayalam	5.00	ZSD-ZKRLM02	
40	Zee Bihar Jharkhand	News and Current Affairs	Hindi	0.10	ZSD-ZBHJH03	
41	Zee Punjab Haryana Himachal	News and Current Affairs	Punjabi, Hindi	0.10	ZSD-ZPNHH03	
42	Zee Madhya Pradesh Chattisgarh	News and Current Affairs	Hindi	0.10	ZSD-ZMPCG03	
43	Zee Rajasthan News	News and Current Affairs	Hindi	0.10	ZSD-ZRAJN03	
44	Zee Uttar Pradesh Uttarakhand	News and Current Affairs	Hindi	0.10	ZSD-ZUPUK03	
45	Zee 24 Kalak	News and Current Affairs	Gujarati	0.10	ZSD-ZKALK03	

II. List of High Definition (HD) Pay Zee Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Sr. No.	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Zee TV HD	General Entertainment	Hindi	22.00	ZHD-ZEETV02	
2	&TV HD	General Entertainment	Hindi	12.00	ZHD-ANDTV02	
3	Zee Cinema HD	Movies	Hindi	12.00	ZHD-ZCNMA02	
4	&pictures HD	Movies	Hindi	12.00	ZHD-ANDPC02	
5	&xplor HD	Movies	Hindi	12.00	ZHD-&XPLR02	
6	Zee Zest HD	Infotainment	Hindi/English	5.00	ZHD-ZZEST02	
7	Zee Café HD	General Entertainment	English	6.00	ZHD-ZCAFE02	
8	&flix HD	Movies	English	12.00	ZHD-&FLIX02	
9	&prive HD	Movies	English	12.00	ZHD-&PRIV02	
10	Zee Marathi HD	General Entertainment	Marathi	25.00	ZHD-ZMRTH02	
11	Zee Talkies HD	Movies	Marathi	12.00	ZHD-ZTALK02	
12	Zee Bangla HD	General Entertainment	Bangla	25.00	ZHD-ZBNGLO2	
13	Zee Tamil HD	General Entertainment	Tamil	22.00	ZHD-ZTAML02	
14	Zee Thirai HD	Movies	Tamil	10.00	ZHD-THRAI02	
15	Zee Telugu HD	General Entertainment	Telugu	25.00	ZHD-ZTELG02	
16	Zee Cinemalu HD	Movies	Telugu	16.00	ZHD-ZCNML02	
17	Zee Kannada HD	General Entertainment	Kannada	25.00	ZHD-ZKAND02	
18	Zee Picchar HD	Movies	Kannada	10.00	ZHD-PCHAR02	
19	Zee Keralam HD	General Entertainment	Malayalam	10.00	ZHD-ZKRLM02	
20	LF HD	Infotainment	Hindi/English	10.00	ZHD-LFOOD02	

III. List of FTA Zee Group Channels offered on A-la-Carte Basis:

Sr. No.	Name of the Channel	Genre	Language	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Ezmall.com	Miscellaneous	Hindi	ZSD-EZMAL03	
2	Zee Chitramandir	Movies	Marathi	ZSD-ZCHTR02	

Total Count of Zee Group Channels Availed by MSO on A-la-Carte Basis: _____

- * **Note:**
1. The MRP mentioned for the a-la-carte Pay Zee Group channel(s) are per “subscriber” per month.
 2. “Subscriber” for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box (“STB”), which is availing Zee Group Channels.
 3. MRP of Pay Zee Group Channels offered on A-La-Carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

ANNEXURE III**BOUQUET OF PAY ZEE GROUP CHANNELS ALONG WITH MRP**

MSO is desirous of availing Bouquet(s) of Pay Zee Group Channels (Yes / No): _____

List of Bouquet(s) of Pay Zee Group Channels with MRP of the Bouquet

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Hindi SD
Zee Bouquet Code	ZSDB1HNDI010
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	27
Sr. No.	Name of the Channel
1	&TV
2	Zee Anmol
3	Big Magic
4	Zee Cinema
5	&pictures
6	Zee Bollywood
7	Zee Action
8	Zee Classic
9	Zee Anmol Cinema
10	Zee News
11	Zee Hindustan
12	Zee Business
13	Zee Salaam
14	WION
15	Zee Zest
16	Zing
17	Zee Punjabi
18	Zee Ganga
19	Zee Biskope
20	Zee Bihar Jharkhand
21	Zee Punjab Haryana Himachal
22	Zee Madhya Pradesh Chattisgarh
23	Zee Rajasthan News
24	Zee Uttar Pradesh Uttarakhand
25	Zee 24 Kalak

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack English SD
Zee Bouquet Code	ZSDB0ENGL003
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	15
Sr. No.	Name of the Channel
1	Zee Café
2	&flix

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Odia SD
Zee Bouquet Code	ZSDB0ODIA001
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	3
Sr. No.	Name of the Channel
1	Zee Anmol
2	Big Magic
3	Zee Bollywood
4	Zee Action
5	Zee Classic
6	Zee Anmol Cinema
7	Zee Zest
8	Zing
9	Zee News
10	Zee Hindustan
11	Zee Odisha

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Marathi SD
Zee Bouquet Code	ZSDB0MRTH001
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	6
Sr. No.	Name of the Channel
1	Zee Talkies
2	Zee Yuva
3	Zee Vajwa
4	Zee 24 Taas
5	Zee News
6	Zee Hindustan

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Marathi SD
Zee Bouquet Code	ZSDB1MRTH009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	30
Sr. No.	Name of the Channel
1	Zee Talkies
2	Zee Yuva
3	Zee Vajwa
4	Zee 24 Taas
5	&TV
6	Zee Anmol
7	Big Magic
8	Zee Cinema
9	&pictures
10	Zee Bollywood
11	Zee Action
12	Zee Classic
13	Zee Anmol Cinema
14	Zee News
15	Zee Hindustan
16	Zee Business
17	Zee Salaam

18	WION
19	Zee Zest
20	Zing

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Bangla SD
Zee Bouquet Code	ZSDB0BNGL001
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	4
Sr. No.	Name of the Channel
1	Zee Bangla Cinema
2	Zee 24 Ghanta
3	Zee News
4	Zee Hindustan

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Bangla SD
Zee Bouquet Code	ZSDB1BNGL009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	27
Sr. No.	Name of the Channel
1	Zee Bangla Cinema
2	Zee 24 Ghanta
3	&TV
4	Zee Anmol
5	Big Magic
6	Zee Cinema
7	&pictures
8	Zee Bollywood
9	Zee Action
10	Zee Classic
11	Zee Anmol Cinema
12	Zee News
13	Zee Hindustan
14	Zee Business

15	Zee Salaam
16	WION
17	Zee Zest
18	Zing

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Tamil SD
Zee Bouquet Code	ZSDB0TAML011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	12
Sr. No.	Name of the Channel
1	Zee Tamil
2	Zee Thirai
3	Zee Zest
4	Zee News
5	Zee Hindustan
6	Zee Salaam
7	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Tamil SD
Zee Bouquet Code	ZSDB1TAML014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	24
Sr. No.	Name of the Channel
1	Zee Tamil
2	Zee Thirai
3	Zee Zest
4	Zee News
5	Zee Hindustan
6	Zee Salaam
7	WION
8	Zee Café
9	&flix

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Telugu SD
Zee Bouquet Code	ZSDB0TLGU007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	5
Sr. No.	Name of the Channel
1	Zee Cinemalu
2	Zee Zest
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Telugu SD
Zee Bouquet Code	ZSDB1TLGU013
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	17
Sr. No.	Name of the Channel
1	Zee Cinemalu
2	Zee Zest
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION
7	Zee Café
8	&flix

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Kannada SD
Zee Bouquet Code	ZSDB0KNDA008
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	5
Sr. No.	Name of the Channel

1	Zee Picchar
2	Zee Zest
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Kannada SD
Zee Bouquet Code	ZSDB1KNDA016
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	17
Sr. No.	Name of the Channel
1	Zee Picchar
2	Zee Zest
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION
7	Zee Café
8	&flix

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Malayalam SD
Zee Bouquet Code	ZSDB0MLYM001
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	6
Sr. No.	Name of the Channel
1	Zee Keralam
2	Zee Zest
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack MalayalamSD
Zee Bouquet Code	ZSDB1MLYM001
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	18
Sr. No.	Name of the Channel
1	Zee Keralam
2	Zee Zest
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION
7	Zee Café
8	&flix

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Hindi HD
Zee Bouquet Code	ZHDB1HNDI011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	48
Sr. No.	Name of the Channel
1	&TV HD
2	Zee Anmol
3	Big Magic
4	Zee Cinema HD
5	&pictures HD
6	&xplor HD
7	Zee Bollywood
8	Zee Action
9	Zee Classic
10	Zee Anmol Cinema
11	Zee News
12	Zee Hindustan
13	Zee Business
14	Zee Salaam
15	WION
16	Zee Zest HD
17	Zing
18	Zee Punjabi
19	Zee Ganga
20	Zee Biskope
21	Zee Bihar Jharkhand
22	Zee Punjab Haryana Himachal
23	Zee Madhya Pradesh Chattisgarh
24	Zee Rajasthan News
25	Zee Uttar Pradesh Uttarakhand
26	Zee 24 Kalak

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack English HD
Zee Bouquet Code	ZHDB0ENGL003
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	25
Sr. No.	Name of the Channel
2	Zee Café HD
3	&flix HD
4	&prive HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Bangla HD
Zee Bouquet Code	ZHDB1BNGL009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	48
Sr. No.	Name of the Channel
1	Zee Bangla Cinema
2	Zee 24 Ghanta
3	&TV HD
4	Zee Anmol
5	Big Magic
6	Zee Cinema HD
7	&pictures HD
8	&xplor HD
9	Zee Bollywood
10	Zee Action
11	Zee Classic
12	Zee Anmol Cinema
13	Zee News
14	Zee Hindustan
15	Zee Business
16	Zee Salaam
17	WION
18	Zee Zest HD
19	Zing

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Marathi HD
Zee Bouquet Code	ZHDB0MRTH001
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	12
Sr. No.	Name of the Channel
1	Zee Talkies HD
2	Zee Yuva
3	Zee Vajwa
4	Zee 24 Taas
5	Zee News
6	Zee Hindustan

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Marathi HD
Zee Bouquet Code	ZHDB1MRTH009
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	52
Sr. No.	Name of the Channel
1	Zee Talkies HD
2	Zee Yuva
3	Zee Vajwa
4	Zee 24 Taas
5	&TV HD
6	Zee Anmol
7	Big Magic
8	Zee Cinema HD
9	&pictures HD
10	&xplor HD
11	Zee Bollywood
12	Zee Action
13	Zee Classic
14	Zee Anmol Cinema
15	Zee News
16	Zee Hindustan

17	Zee Business
18	Zee Salaam
19	WION
20	Zee Zest HD
21	Zing

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Tamil HD
Zee Bouquet Code	ZHDB0TAML011
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	12
Sr. No.	Name of the Channel
1	Zee Thirai HD
2	Zee Zest HD
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Tamil HD
Zee Bouquet Code	ZHDB1TAML014
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	35
Sr. No.	Name of the Channel
1	Zee Thirai HD
2	Zee Zest HD
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION
7	Zee Café HD
8	&flix HD
9	&privé HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Kannada HD
Zee Bouquet Code	ZHDB0KNDA007
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	12
Sr. No.	Name of the Channel
1	Zee Picchar HD
2	Zee Zest HD
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Kannada HD
Zee Bouquet Code	ZHDB1KNDA016
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	35
Sr. No.	Name of the Channel
1	Zee Picchar HD
2	Zee Zest HD
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION
7	Zee Café HD
8	&flix HD
9	&privé HD

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Prime Pack Malayalam HD
Zee Bouquet Code	ZHDB0MLYM001
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	12
Sr. No.	Name of the Channel
1	Zee Keralam HD
2	Zee Zest HD
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION

Bouquet Availed (Yes/No)	
Zee Bouquet Name	Zee Family Pack Malayalam HD
Zee Bouquet Code	ZHDB1MLYM001
Maximum Retail Price (MRP) of the Bouquet per subscriber per month (in Rs.) excluding all applicable taxes	35
Sr. No.	Name of the Channel
1	Zee Keralam HD
2	Zee Zest HD
3	Zee News
4	Zee Hindustan
5	Zee Salaam
6	WION
7	Zee Café HD
8	&flix HD
9	&privé HD

Total Count of Bouquet(s) Availed by MSO = _____

- * **Note:** 1. It is hereby clarified that the MSO shall offer to all subscribers the bouquet(s) of Pay Zee Group Channels offered by ZEEL for which Interconnection Agreement has been signed with ZEEL, without any alteration in composition of the bouquet(s) of Pay Zee Group Channels. In case MSO opts for a certain bouquet but does not

carry all the channels constituting that bouquet, then the MSO will be liable to pay for the channels on A-la-Carte basis. For example, if the MSO opts for Zee Family Pack Hindi SD, however MSO carries only 24 out of the 25 channels constituting Zee Family Pack Hindi SD, then the MSO shall be liable to pay the A-la-Carte MRP for these 24 channels and billing will be done accordingly.

2. The MRP of Bouquet(s) of Pay Zee Group Channels mentioned herein above are per “subscriber” per month.
3. “Subscriber” for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box (“STB”), which is availing the Zee Group Channels.
4. MRP of Bouquet(s) of Pay Zee Group Channels mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

ANNEXURE IV

CALCULATION OF SUBSCRIPTION FEE AND PAYMENT TERMS

I. Subscription Fee:

- (i) “ZEEL’s share of MRP” will be equal to the “MRP of A-la-Carte / MRP of Bouquet of Pay Zee Group Channel(s)” per month less of “Distribution Margin”.
- (ii) For each month or part thereof during the Term of the Agreement, the MSO shall pay to ZEEL, “Subscription Fee” to be calculated as ZEEL’s Share of MRP multiplied by Monthly Average Active Subscriber Level of the A-la-Carte Channel or Bouquet as applicable reported by the MSO for that particular month.
- (iii) The Maximum Retail Price (MRP) per subscriber per month of Zee Group Channels availed on A-la-Carte basis is set out in **ANNEXURE II** and the MRP of Bouquet of pay Zee Group Channels is set out in **ANNEXURE III** to this Agreement. The MRP mentioned in the **ANNEXURE II & ANNEXURE III** to this Agreement, as referred to above, are exclusive of all taxes and levies.
- (iv) The “Monthly Average Active Subscriber Level” for each channel or bouquet shall be equal to the average of the number of active subscribers subscribing that A-la-Carte channel or bouquet, as the case may be, recorded four times in a month, as provided in Table – 1 and Table – 2 of **ANNEXURE V** respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs to 23:00 Hrs. on the designated days.
- (v) For the purpose of calculation of the Subscription Fee payable “Subscriber” means, for any calendar month, each Set Top Box, which is availing the Zee Group Channel(s) and/or bouquet of Zee Group Channels through the MSO.

II. Calculation of Subscription Fee

(a) In case MSO avails one or more or all Zee Group SD Channels on A-la-Carte basis:

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

Illustration:

If MSO has opted for Zee TV on A-la-Carte Basis and the Monthly Average Active Subscriber Level for a particular month reported by the MSO is 10,000 subscribers

[59]

for Zee TV, then the Subscription Fee payable by the MSO for that particular month for Zee TV will be calculated as:

MRP of ZEE TV	= Rs. 22.00
ZEEL's Share of MRP	= Rs. 17.60
<i>(Less of Distribution Margin)</i>	
Monthly Average Active Subscriber Level	
for Zee TV reported by MSO	= 10,000 subscribers
Subscription Fee for Zee TV	
for that month	= Rs. 17.60 x 10,000 = Rs. 1,76,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

- (ii) If the MSO does not offer such opted A-la-Carte channel(s) on A-la-Carte basis to its subscriber but offers the A-la-Carte channel(s) in packages of the MSO, then the Subscription Fee for each of the A-la-Carte channels availed by MSO, shall be calculated on the basis of Monthly Average Active Subscriber Level of the package in which such opted A-La-Carte channel has been placed multiplied by "ZEEL's Share of MRP" of each channel(s).

Illustration:

If MSO has opted for Zee TV on A-la-Carte basis and has placed Zee TV in package "X" of the MSO. The Monthly Average Active Subscriber Level for a particular month reported by the MSO is 10,000 subscribers for package X, then the Subscription Fee payable by the MSO for that particular month for Zee TV will be calculated as

MRP of ZEE TV	= Rs. 22.00
ZEEL's Share of MRP	= Rs. 17.60
<i>(Less of Distribution Margin)</i>	
Monthly Average Active Subscriber Level	
for Package X reported by MSO	= 10,000 subscribers
Subscription Fee for Zee TV	
for that month	= Rs. 17.60 x 10,000 = Rs. 1,76,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

(b) In case MSO avails one or more Bouquet(s) of Zee Group SD Channel(s):

- (i) the Monthly Subscription Fee payable by MSO to ZEEL for such Bouquet(s) shall

[60]

be equal to “ZEEL’s Share of MRP” of the Bouquet multiplied by the Monthly Average Active Subscriber Level availing the Bouquet(s) reported by the MSO for that particular month.

Illustration:

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

MRP of Zee Family Pack Hindi SD	= Rs. 27.00
ZEEL’s Share of MRP	= Rs. 21.60
<i>(Less of Distribution Margin)</i>	
Monthly Average Active Subscriber Level for Zee Family Pack Hindi SD reported by MSO	= 10,000 subscribers
Subscription Fee for Zee Family Pack Hindi SD for that month	= Rs. 21.60 x 10,000
	= Rs. 2,16,000

Note: The MRP and Subscription Fee mentioned hereinabove is exclusive of applicable taxes and levies.

(c) In case an MSO avails one or more Zee Group SD Channels on A-la-Carte basis and also opts for different Bouquet(s) of Pay Zee Group SD Channel(s) not comprising of the Channels opted on A-la-Carte basis:

- (i) For the channels opted on A-la-Carte basis, the monthly Subscription Fee payable by MSO to ZEEL shall be calculated on the basis of Clause II. (a)(i) above.
 - (ii) For bouquet(s), the monthly Subscription Fee payable by MSO to ZEEL shall be calculated on the basis of Clause II. (b)(i) above.
1. In case the MSO operates through any of its Joint Venture/affiliate/associate Network(s) in different parts of the Cities/Country then it shall be the sole responsibility and obligation of the MSO to clear all the entire accumulated arrears/dues which are not paid by any such Joint Venture/affiliate/associate entities of the MSO to ZEEL. Further it is also agreed by MSO that any other Independent Affiliate taken over by MSO during the term of this Agreement shall be treated as JVs and MSO shall be liable to make additional payment for such JVs acquired during the term of this Agreement.
 2. Payment of the Subscription Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.

3. In the event the MSO fails to pay the Subscription Fee and/ or, upon expiry of, or termination of the Agreement, ZEEL shall be entitled to take back the possession of the Equipment from the MSO, its sub operators and their respective Affiliates and deactivate the Viewing Card(s). Upon return of the Equipment in proper working condition by the MSO, the IRD Deposit shall be refunded to the MSO. In the event, the MSO fails to return the Equipment to ZEEL, the MSO shall be liable to pay a sum of Rs.1,000/- per day per IRD to ZEEL for the period during which the default continues. In case the MSO returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the MSO shall be liable to pay to ZEEL such charges as may be determined by ZEEL. ZEEL shall be authorized to deduct the cost of damages from the IRD Deposit.
4. All payments from the MSO to ZEEL under this Agreement shall be paid either by (i) Demand Draft / Cheque in favour of Zee Entertainment Enterprises Limited– A/c Zee Channels payable at its head office or any other place that may be specified by ZEEL in writing from time to time; or (ii) electronic wire transfer into ZEEL's Bank Account, accompanied by documentary evidence certified by the MSO's bank that the payment has been transferred to ZEEL's Bank Account.

III. Payment Terms

1. For each month during the Term of this Agreement, ZEEL shall issue an invoice for Subscription Fee on or before 10th day of the immediately succeeding month, based on the monthly subscription report submitted by MSO, such invoice would clearly specify the payment due for the respective month for which the invoice is issued and arrears/ dues (if any) payable by MSO along with the due date of payment. MSO shall be liable to make payment for Subscription Fee as per the monthly invoice raised by ZEEL within a period of Fifteen (15) days from the date of receipt of invoice through email or otherwise by the MSO (Due Date) without any deduction except deduction of withholding tax/ TDS as provided in this Agreement. For e.g. Invoice for Subscription Fee for the month of October 2022 shall be issued by ZEEL on or before 10th November 2022 and the payment for such invoice shall be made by the MSO on or before 25th November 2022 (Due Date). Time is the essence of this Agreement and the MSO shall be required to make all payments due to ZEEL, by the Due Date in accordance with the terms herein.
2. Within seven days of end of each month, the MSO shall provide the subscriber report stating the number of subscribers along with the other reports for that month in the format(s) set - out in **ANNEXURE V** attached herewith, based on which ZEEL shall raise an invoice on the MSO.
3. In case the MSO fails to send the report within the said period of seven days from the end of each calendar month, ZEEL shall have the right to raise a provisional invoice ("Provisional Invoice") for an amount increased by ten percent (10%) of the "Subscription Fee" payable by the MSO to ZEEL for the immediately preceding month, and the MSO shall be under legal obligation to make the payment on the basis of such Provisional Invoice in accordance with the terms of this clause.

4. The Parties will carry out reconciliation, between the Provisional Invoice raised by ZEEL and the monthly subscription reports sent by the MSO, within three (3) months from the date of submission of Monthly Subscriber Report by the MSO.
5. In case of default by the MSO on account of non-submission of Reports, it shall be deemed to be a material breach and entitle ZEEL to initiate appropriate steps for disconnection of signals of Zee Group Channel(s) and / or termination of this Agreement for material breach of this Agreement. In such an event ZEEL shall have an option to levy an additional charge for said material breach whereby the MSO shall be liable to pay to ZEEL an amount equivalent to previous three months' invoice amount towards Monthly Fee as additional charge for every such default, in addition to the Provisional Invoice amount raised for Monthly Fee for non-submission of Report.
6. The MSO shall be required to make payments with 15 days of the receipt of invoice/provisional invoice (Due Date) in accordance with the terms hereof, and any failure to do so on the part of the MSO shall constitute a material breach hereunder and ZEEL be entitled to switch off the signals of Zee Group Channels to entire network of the MSO. Late payments shall also attract interest calculated from the date the payment was due until the date the payment is made in full at a pro rata monthly rate of 1.5% ("Default Interest Rate"). The imposition and collection of interest on late payments does not constitute a waiver of the MSO's obligation to pay the Subscription Fee by the Due Date, and ZEEL shall retain all of its other rights and remedies under the Agreement.
7. MSO shall make the payment of Subscription Fee irrespective of MSO's collection of the invoiced monthly Subscription Fee from its sub-operator/affiliate/LCO/Subscribers in a timely manner, the MSO shall pay the Subscription Fee on or before the Due Date prescribed in this Agreement.
8. MSO shall make payment of the Subscription Fee as per the terms of this Agreement without making any deductions or adjustments on whatsoever account including but not limited to any other alleged dues claimed by the MSO and/or its affiliates, JVs, etc. from ZEEL, its affiliated companies (including any subsidiary and or associate entities of ZEEL), channel owners.
9. All payments of Subscription Fee hereunder are exclusive of all applicable taxes including works contract taxes, customs duties, excise duties, entertainment taxes, GST and other such taxes. All such applicable taxes shall be at MSO's cost and will be charged at the prevailing rates by ZEEL to the MSO.
10. If payment of the Subscription Fee is subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the MSO shall provide tax withholding certificates to ZEEL within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.
11. It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, etc. arising out of the agreement, the MSO shall continue to

make the payment of Subscription Fee as per the provision of **Clause 9** read along with this **ANNEXURE IV** of this Agreement till such time the dispute is resolved. Appropriate adjustment in this regard shall be made by the respective parties on final adjudication of the dispute.

ZEEL RIO

ANNEXURE V**REPORT FORMAT****Table – 1: State-wise Monthly Subscription for bouquet of pay Zee Group Channel and/or a-la-carte Channel****(For each City to be submitted separately)**

Monthly Average Active Subscriber Level of a Zee Group Channels or bouquet shall be arrived at by averaging the number of subscribers subscribing Zee Group Channel or bouquets, as the case may be, recorded four times in a month, as provided in Table -1 and Table – 2 respectively. The number of subscribers shall be recorded at any point of time between 19:00 Hrs. to 23:00 Hrs. of the day.

Reported Month: _____ City: _____ Year: _____

Table – 1 (a) : Monthly subscription for A-la-Carte Channels

Sl. No	Name of Zee Group Channel	Zee A-la-Carte Code	MSO's Package Name / Add-on Name / A-la-Carte	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14 th day of the month	Number of subscribers of the channel on 21 st day of the month	Number of subscribers of the channel on 28 th day of the month	Monthly Average Active Subscriber Level of the Zee Group Channel
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+(7)+(8)]/4
1								
2								
3								

Table – 1 (b): Monthly subscription for bouquet of pay Zee Group Channels

Sl.	Name of the bouquet of pay Zee Group Channel	Zee Bouquet Code	MSO's Package Name / Add-on Name (if applicable)	Number of subscriber of the bouquet on 7 th day of the month	Number of subscribers of the bouquet on 14 th day of the month	Number of subscribers of the bouquet on 21 st day of the month	Number of subscriber of the bouquet on 28 th day of the month	Monthly Average Active Subscriber Level of the bouquet

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = [(5)+(6)+ (7)+(8)]/4
1								
2								
3								

Note:

- (i) Above information is required for all packages and Add-on offered by MSO in which respective Zee Group Channel(s) is offered by the MSO and also for Zee Group Channels offered by MSO on A-la-Carte Basis.
- (ii) MSO Package Name and Add-on name not applicable in case subscriber has opted for Bouquet of Pay Zee Group Channels.
- (iii) City wise report is required to be furnished by the MSO for its operational areas.
- (iv) Each set top box, located at a place indicated by the subscriber for receiving the signals of Zee Group Channels from the MSO, shall constitute one subscriber.
- (v) The reports shall be generated in non-editable PDF format, with read only permissions.

Table – 2: State-wise Total Active Subscriber Base of MSO

Sl. No.	State	Type of Subscriber (SD / HD)	Number of subscribers of the channel on 7 th day of the month	Number of subscribers of the channel on 14 th day of the month	Number of subscribers of the channel on 21 st day of the month	Number of subscribers of the channel on 28 th day of the month	Monthly Average Active Subscriber of the MSO in State
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = [(4)+(5)+(6)+ (7)] / 4
1							
2							
3							

ANNEXURE VI

DECLARATION FORM TO BE OBTAINED FROM CAS PROVIDER

(ON THE CAS PROVIDER COMPANY'S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered office at _____ and having its DAS headend at _____ has installed Conditional Access System (CAS) of our company for its digital cable network.

Date of CAS Installation: _____ CAS Version: _____

CAS ID: _____, NETWORK ID: _____

Location of CAS servers (Database servers, ECMG, EMMG):

Details of Main and Backup CAS servers installed:

Server time format and time zone:

Database detail: _____

With respect to the CAS installed at above mentioned headend and in terms of Schedule III and Schedule IX of the Interconnection Regulations, we confirm the following:

1. CAS does not have any facility to activate and deactivate STBs.
2. The current version of CAS does not have any history of hacking.
3. We have the capability of upgrading of CAS in case it gets hacked at any point of time.
4. The CAS is currently in use by other pay TV services providers including Multi System Operators (MSOs) and it has an aggregate of at least 1 million subscribers in the global pay TV market.

[67]

For MSO

For ZEEL

5. We, the CAS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package provided by the MSO to its end subscribers.
6. We have the technical capability in India to maintain this CAS system on 24x7 basis throughout the year.
7. This CAS is independently capable of generating, recording, and maintaining logs, for the period of at least immediately preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS. It is not possible to alter the data and logs recorded in the CAS
8. This CAS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
9. The installed CAS is capable of individually addressing subscriber's choice of channel(s), on a channel by channel and STB by STB basis.
10. This CAS installed has the capability to store history logs of all activations and deactivations for the period of last 2 years for every channel and Bouquet/ Subscriber Package introduced and made available by the Multi System Operator to its last mile subscribers.
11. The CAS has the capability of upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
12. The CAS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the Multi System Operator within 24 hours.
13. That we _____(CAS Company Name) are fully compliant to the requirements of CAS system as per schedule III and Schedule IX of the Interconnection Regulations.

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

I _____(name)_____ undertake that the information provided above is true and full disclosure of all the CAS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,

For (CAS company name)

(Signature)

Name: _____

[68]

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

ZEEL RIO

ANNEXURE VII

DECLARATION TO BE OBTAINED FROM SMS PROVIDER

(ON SMS PROVIDER COMPANY’S LETTER HEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____, having its Registered Office at _____ and having its DAS headend at _____ has installed SMS of our Company for its digital cable network. _____

Date of SMS Installation: _____

SMS Version: _____

Location of SMS servers:

SMS Database detail with number of instances created:

With respect to the SMS installed at above mentioned headend and in terms of Schedule III and Schedule IX of the Interconnection Regulations, we confirm the following:

1. The installed SMS is currently in use by other pay TV service providers including Multi System Operators (MSOs) that have an aggregate of at least 1 million subscribers in the global pay TV market (wherever applicable).
2. The SMS has the capacity to activate or deactivate services or STBs of at least 5% of the subscriber base of the distributor within 24 hours.
3. We have the technical capability in India to be able to maintain their system on 24 x 7 basis throughout the year.
4. We, the SMS system provider are able to provide monthly log of activation and deactivation on a particular channel or on a particular Bouquet / Subscriber Package which is or will be provided by the MSO.
5. This SMS has the provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC's or the STB's cannot be redeployed.
6. The installed SMS is capable of individually addressing subscriber's choice, on a channel by channel and STB by STB basis as well.

[70]

For MSO

For ZEEL

7. The SMS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the SMS including but not limited to activation and deactivation commands (as per period of service).
8. This installed SMS has the capability to store history logs of all activations and deactivations for the period of last two (2) years for every channel provided by the MSO.
9. That we _____(SMS Company Name) are fully compliant to the requirements of SMS system as per schedule III and Schedule IX of the Interconnection Regulations.

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

I __(_name)_____ undertake that the information provided above is true and full disclosure of all the SMS system(s) provided to the said distributor has been made above and no information has been concealed.

Thanking you,

For (SMS company name)

(Signature)

Name: _____

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

ANNEXURE VIII
STB CONTENT PROTECTION DECLARATION
(ON STB COMPANY LETTERHEAD)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____ having Registered Office at _____ and having its DAS Headend at _____ has taken Set-Top-Boxes (STB) mentioned below from our company for its distribution network. Please mention normal & Hybrid STB (Linux/Android) with model, Input and output detail:

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

We hereby confirm that the audio/video outputs of the STBs:

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

have the following copy protections as applicable:

- (a) Macro vision 7 or similar or better on composite video output.
- (b) High Bandwidth digital content protection (HDCP) 2.1 or similar or better copy protection on the HDMI & DVI output.
- (c) DTCP copy protection on the IP, USB or any applicable output ports.

Thanking you,

For (STB company name)

(Signature)

Name:

Designation: _____ (not below the level of COO or CEO or CTO)

Company seal:

[72]

ANNEXURE IX

SPECIFICATIONS FOR SET TOP BOXES (STBs), CONDITIONAL ACCESS SYSTEM (CAS) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

A. STB Requirements:

1. All the STBs should have Conditional Access.
2. The STB should be capable of decrypting the Conditional Access messages inserted by the Headend.
3. The STB should be capable of doing finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to receive the messages from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability including forced finger printing display
9. The STB must be compliant to the applicable Bureau of Indian Standards
10. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
11. The STBs with facilities for recording the programs shall have a copy protection system.

B. Fingerprinting Requirements:

1. MSO shall ensure that it has systems, processes and controls in place to run finger printing at regular intervals.
2. The STB should support both visible and covert types of finger printing. Provided that only the STB deployed after 30.10.2019 shall support the covert finger printing.
3. The fingerprinting should not get invalidated by use of any device or software
4. The finger printing should not be removable by pressing any key on the remote of STB.

5. The Finger printing should be on the top most layer of the video.
6. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
7. The Finger printing should appear on all the screens in all scenarios, such as menu, EPG, Settings, blank screen, and games etc.
8. The location, font colour, and background colour of finger print should be changeable from head end and should be random on the viewing device.
9. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
10. The Finger printing should be possible on global as well as on the individual STB basis.
11. The overt finger printing should be displayed by the MSO without any alteration with regard to the time, location, duration and frequency.
12. Scroll messaging should be only available in the lower part of the screen
13. The STB should have a provision that finger printing is never disabled.
14. The watermarking network logo for all pay channels shall be inserted at encoder end only. Provided that only the encoders deployed after 30.10.2019 shall support the watermarking network logo for all pay channels at the encoder end.

C. Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements:

1. The MSO shall ensure that current version of the conditional access system (CAS), in use, should not have any history of hacking.

Explanation: A written declaration available with the MSO from the CAS vendor, in this regard, shall be construed as compliance of this requirement.
2. The SMS shall be independently capable of generating, recording, and maintaining logs for the period of at least immediate preceding two consecutive years, corresponding to each user level and command executed in the SMS including but not limited to activation and deactivation commands.
3. The MSO should provide declaration document should contain inter-Alia
 - (i) Full Detail of Network Diagram including the location of Headend, Muxes and Encryption System including the insertion points of CAS.
 - (ii) Details of CAS system having inter-alia

- (a) Locations/ Networks where deployed, and hacking history
 - (b) Antipiracy features of CAS.
4. It shall not be possible to alter the data and logs recorded in the CAS and the SMS.
 5. The MSO shall validate that the CAS, in use, do not have facility to activate and deactivate a Set Top Box (STB) directly from the CAS terminal. All activation and deactivation of STBs shall be done with the commands of the SMS.
 6. The SMS and CAS should be integrated in such a manner that activation and deactivation of STB happen simultaneously in both the systems.
Explanation: Necessary and sufficient methods shall be put in place so that each activation and deactivation of STBs is reflected in the reports generated from the SMS and the CAS terminals.
 7. The MSO shall validate that the CAS has capability to upgrading STBs over-the-air (OTA), so that the connected STBs can be upgraded.
 8. The fingerprinting should not get invalidated by use of any device or software.
 9. The CAS and the SMS should be able to activate or deactivate services or STBs of at least 5% of the subscriber base of the MSO within 24 hours.
 10. The STB and Viewing Card (VC) shall be paired from the SMS to ensure security of the channel.
 11. The SMS & CAS should be capable of individually addressing subscribers for the purpose of generating the reports, on a channel by channel and STB by STB basis.
 12. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - a. Unique Customer Identification (ID)
 - b. Subscription Contract number
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline no
 - g. Mobile No
 - h. Email id
 - i. Channel, Bouquets and Service/ Package subscribed to
 - j. Unique STB No
 - k. Unique VC No

13. The SMS should be capable of :
 - a. Viewing and printing historical data in terms of the activations, deactivations of STBs etc.
 - b. Location of each and every set top box/ VC unit installed
 - c. Generating historical data of changes in the subscriptions for each subscriber and the corresponding source of requests made by the subscribers.

14. The SMS should be capable of giving the reporting at any desired time about:
 - i. The total number of registered subscribers
 - ii. The total number of active subscribers
 - iii. The total number of temporary suspended subscribers
 - iv. The total number of deactivated subscribers
 - v. List of blacklisted STBs in the system
 - vi. Channel and bouquet wise monthly subscription report in the prescribed format
 - vii. The name of channels forming part of each bouquet
 - viii. The total number of active subscribers subscribing to a particular channel or bouquet at a given time.
 - ix. The name of a-la-carte channel and bouquet subscribed by subscriber
 - x. The ageing report for subscription of a particular channel or bouquet.

15. The CAS shall be independently capable of generating, recording, and maintaining logs, for the period of at least immediate preceding two consecutive years, corresponding to each command executed in the CAS including but not limited to activation and deactivation commands issued by the SMS

16. The CAS shall be able to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that such VC or the STB cannot be re-deployed.

17. It shall be possible to generate the following reports from the logs of the CAS:
 - a. STB-VC Pairing / De-Pairing
 - b. STB Activation / De-activation
 - c. Channels Assignment to STB
 - d. Report of the activations or the deactivations of a particular channel for a given period.

18. The SMS shall be capable of generating bills for each subscriber with itemized details such as the number of channels subscribed, the network capacity fee for the channels subscribed, the rental amount for the customer premises equipment, charges for pay channel and bouquet of pay channels along with the list and retail price of corresponding pay channels and bouquet of pay channels, taxes etc

19. The MSO shall ensure that the CAS & SMS system vendor have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
20. The MSO shall declare the details of the CAS and the SMS deployed for distribution of Zee Group Channels. In case of deployment of any additional CAS/ SMS, the same should be notified to ZEEL by the MSO.
21. Upon deactivation of any subscriber from the SMS, all programme / services shall be denied to that subscriber.
22. The MSO shall preserve unedited data of the CAS and the SMS for at least two years.
23. If The CAS and SMS deployed by you are found to be non-compliant of Schedule IX during the testing within the timelines to be specified by TRAI, without prejudice to the terms and conditions of your license(s) or permission(s) or registration(s), or the Telecom Regulatory Authority of India Act, 1997 (24 of 1997) or rules or regulations or orders made, or directions issued, there-under, you will also be liable to financial disincentive as set out in The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) (Third Amendment) Regulations 2021 (1 of 2021)(“ Third Amendment”) subsequently ZEEL may be directed by TRAI to disconnect the signals of its television channel after giving written notice of three weeks to you in case the default continues beyond sixty days from the due date as set out in Regulation 4A (2) of the Third Amendment.

ANNEXURE X
DETAILS OF LICENSE AND IRDS

(I) DETAILS OF CERTIFICATE / REGISTRATION ISSUED BY MINISTRY OF INFORMATION AND BROADCASTING TO OPERATE IN DAS AREA UNDER THE CABLE TELEVISION NETWORKS (REGULATION) ACT, 1995, AS AMENDED

Address (as on DAS License) –

Address of location of CAS & SMS –

(II) DETAILS OF INTEGRATED RECEIVER DECODERS (IRDs).

(Incase of Multiple Headend(s), the below table to be separately printed, filled and submitted for each headend of MSO)

Headend Name & Location:			
Authorized Areas sourced by Headend:			
Sr. No	Name of the Channel	Integrated Receiver Decoder (IRD) Number	Viewing Card (VC) Number
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Sr. No	Name of the Channel	Integrated Receiver Decoder Number (IRD)	Viewing Card (VC) Number
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68			

- (III) Address for locating equipment (IRDs):
- (IV) All sub-operators and cable operators of the MSO as on the effective date of the Agreement through whom the Subscribers shall receive the Service during the term of the Agreement is as follows:

S. No	Affiliate (if applicable)	Sub-Operator	Address and contact details	Area	Subscriber base

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ANNEXURE XI

SCOPE OF AUDIT

- I. **Head End Audit** MSO should provide Complete Accurate Schematic Diagram of all their Head Ends (Back up/Mini, etc), Earth Stations, Systems and Processes for Audit and Auditing Purpose.
- MSO to submit & confirm the no. of MUX's (Multiplexer Units) installed with active TS (Transport Stream) outputs. This should include physical audit of head end, earth station and analysis of TS stream from the Mux.
 - Perform checks on IP configuration to confirm and identify live and proxy servers. This shall include IP credentials of all the servers include MUX
 - All TS from MUX should be encrypted for the territory.
 - MSO to ensure that his Network Watermark logo is inserted on all Pay Channels at encoder end only as per requirements defined in **Annexure X**.
 - Take inventory IRDs + VCs installed in each head-ends including their serial numbers. Make note of broadcaster IRDs + VCs available but not installed.
 - Check MUX configuration to validate number of Transport Streams ("TS") configured with SID, scrambling status of each SID and ECM and EMM configuration.
 - Take screenshot of all Transport Streams from MUX and compare with results of field TS recording.
 - Take information of QAMs installed and powered to identify streams available for local insertion by LCOs.
 - Use FTA cable box/ TS analyser to confirm whether all channels are encrypted
- II. **CAS Audit:** MSO to provide all below information correctly: Make & version of CAS installed at Head End.
- CA system certificate to be provided by MSO.
 - CAS version installed should not have any history of hacking, certificate from CAS vendor required.
 - CAS should be able to generate log of all activities i.e. activation/deactivation/FP/OSD.
 - CAS should be able to generate active/deactivate report Channel wise or Bouquet / Subscriber Package wise.

- STB's & cards to be uniquely paired from MSO before distributing box down the line.
- MSO to declare by undertaking the no of encryptions CAS/SMS he is using at the head end and in future if he is integrating any additional CAS/SMS same should be notified to ZEEL by means of a fresh undertaking.
- Reconciliation of CAS database (active cards, service wise and Bouquet / Subscriber Package wise) with SMS database to be provided by MSO. CAS vendor required to certified reconciliation of data.
- No activation / deactivation from direct CAS system, it must be routed via SMS client only.
- MSO should provide CAS vendor certified copies of active/deactivate channel wise/product wise report & Bouquet/Subscriber Package/ product report during audit period.
- CA system should have the capability of providing history of all actions taken for last 2 years.

III. SMS Audit: All product authorization must be from SMS only.

- SMS and CAS should be fully integrated.
- The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - Unique Customer Id
 - Subscription Contract number
 - Name of the subscriber
 - Billing Address
 - Installation Address
 - Landline telephone number
 - Mobile telephone number
 - Email id
 - A – la carte Channels or Bouquet / Subscriber Packages subscribed to
 - Unique STB Number

- Unique VC Number
 - The SMS should be able to undertake the viewing and printing historical data in terms of the activations, deactivations etc.
 - Location of each and every set top box VC unit
 - The SMS should be capable of giving the reporting at any desired time about:
 - The total no subscribers authorized
 - The total no of subscribers on the network
 - The total no of subscribers subscribing to a particular service at any particular date.
 - The details of channels opted by subscriber on A-la-carte basis.
 - The Bouquet / Subscriber Packagewise details of the channels in the Bouquet / Subscriber Package.
 - The Bouquet / Subscriber Package wise subscriber numbers.
 - The ageing of the subscriber on the particular channel or Bouquet / Subscriber Package
 - The history of all the above mentioned data for the period of the last 2 years
1. Following parameters should be validated during the common audit of Headend, CAS & SMS
- ii. Review Complete Network Diagram
 - iii. Undertaking from Operators for all SMS and CAS installed at Head end to identify Multiple CAS / SMS
 - iv. Certificate from CAS provider for details of CA ID, Service ID, N/w ID, version and no. of instances and servers installed. Also confirmation with respect to history of hacking to be provided by the CAS Vendor.
 - v. To check if MSO specific coding / ID is available for Finger Printing
 - vi. Review the controls deployed to ensure integrity and reliability of the reports such as logs, access controls, time stamp etc.
 - vii. Review the Subscriber parameters which are captured in the SMS and validate if following parameters are present for subscriber

- Unique Subscriber ID
 - Subscriber Contract Details – No, Term, Date, Name, Address & contact details
 - Hardware details
- viii. Review the subscriber's activation/ de-activation history in the SMS system
- ix. Validate if the SMS is integrated with CAS.
- x. Review if all the active and de-active STBs are synchronized in both SMS and CAS.
- xi. Validate if independent logs/report can be generation for active and de-active VCs with the product/channels active in both SMS & CAS.
- xii. Review if the system supports the Finger Printing and OSD features at Box level, Customer account level as well as Global level.
- xiii. Validate if all the STBs are individually addressable from the System and are paired with the viewing cards.
- xiv. Review the Electronic Programming Guide to check LCN/CDN and genre of all Channels
- xv. Review the various packages programmed in the Systems with respect to the subscriber reports submitted to ZEEL/ Aggregators.
- xvi. Extraction and Examination of System Generated reports, statistics, data bases, etc. pertaining to the various Bouquets, Subscriber Package, Channel availability, bouquet / Subscriber Package composition, rates,
- xvii. Review of the following reports are supported by SMS and CAS.
- a. Total no of Subscribers – active & de-active separately
 - b. De-active subscribers with ageing
 - c. Channel wise Subscribers - total
 - d. Channel wise Subscribers – split by Bouquet / Subscriber Package
 - e. Revenue by Bouquet, Subscriber Package or A-la-carte Channel
 - f. Subscriber/Revenue Reports by State/City
 - g. No of Bouquets / Subscriber Package offered

- h. List of Channels / rates of each Bouquet / Subscriber Package
- i. Rate Card Options offered / Attached with active Subscribers
- j. Historical data reports
- k. Free / demo Subscribers details
- l. Exception cases – active only in SMS or CAS

IV. STB Audit: All STB should be individually paired in advance with unique smart card at central warehouse of MSO before handing down the line distribution.

- MSO to provide details of manufacturers of STB's being used / to be used by him (OS/Software, memory capacity, zapping time).
- MSO should provide one set of all type/model of boxes for testing and monitoring purpose.
- All STBs used by MSO's should be certified by their CAS vendor.
- ECM/EMM base Forced messaging and ticker mode should be available.
- All the STBs should have Conditional Access.
- The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- The STB should be individually addressable from the Head end.
- The messaging character length should be minimum of 120 characters.
- There should be provision for the global messaging, group messaging and the individual STB messaging.
- The STB should have forced messaging capability.
- The STB must be BIS compliant.
- The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.
- Types of boxes launched / to be launched:
 - Vanilla STB
 - DVR STB

- Hybrid Box
- Others (please specify)
- Please furnish STB details as following:
 - Open Standards or Proprietary?
 - Audio Video and Data I/O Configuration?
 - Local Storage?
 - Smarts Card?
 - PVR Functionality?
 - Tamper Resistance?
 - I/O Copy Protection? Please provide the details.
 - I/O Interface to Other Devices?
- Are the STB's interoperable?
- DVR / PVR STB should be compliance of following;
 - Content should get recorded along with FP/watermarking/OSD & also should display live FP during play out.
 - Recorded content should be encrypted & not play on any other devices.
 - Content should get record along with entitlements and play out only if current entitlement of that channel is active.
 - User should not have access to install third party application/software.
- Does the Set Top Box support any type of interactive middleware? Please describe.

V. Distribution Network Audit: MSO should provide below information in detail:

- Service area to be defined.

VI. Anti-Piracy Measure: Use of any device or software should not invalidate the fingerprinting.

- The OVERT Finger Printing should not be removable by pressing any key from the remote.

- The OVERT Finger printing should be on the top most layer of the video.
- The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
- The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
- The location of the Finger printing should be changeable from the Head end and should be random on the viewing device.
- The Finger printing should be possible on global as well as on the individual STB basis.
- The Overt finger printing and On screen display (OSD) messages of the respective Company should be displayed by the MSO without any alteration with regard to the time, location, duration and frequency.
- Covert finger printing should be available.
- No common interface Customer Premises Equipment (CPE) to be used.
- The STB should have a provision that OSD is never disabled.

VII. Commercial Audit*

1. Provide system generated Channel-wise and Bouquet / Subscriber Package-wise reports of channels for the platform in a non-editable format.
2. Understand/ Verify the Customer Life Cycle Management process by performing a walkthrough of the following processes and their underlying systems
 - Customer acquisition
 - Provisioning of the subscriber in authentication, billing and SMS system
 - Bouquet / Subscriber Package change request process
 - Customer Retention process, if any
 - Deactivation and churn process
3. Understand/ verify the various Bouquets / Subscriber Package being offered to customers
 - Obtain details of all approved Bouquets / Subscriber Package and add on which are being offered to customers

- Interactions with the Operator’s marketing and sales team on how the various channels are being marketed
 - Any special marketing schemes or promotions
 - Details of the consumers subscribing to the various Bouquets / Subscriber Package, including ‘demo’/ free/ complimentary/ testing/ promotional subscribers
4. Understand the declaration report generation process by performing a walkthrough of processes and underlying systems (to understand completeness and accuracy of subscriber report generation process):
- Generation of reports for subscriber declaration for Channels or Bouquets / Subscriber Package
 - Any reconciliations / checks /adjustments carried out before sending the declarations
5. Analyze declaration reports on a sample basis:
- Reconciling the declaration figures with base data from various systems (SMS / Provisioning / Billing and Authentication systems).
 - Analyse the computation of average subscribers.
 - Ascertain the average subscribers for a specific period on a sample basis by generating a sample report for a given period in the presence of the representative/auditors.
6. Analysis of the following:
- Input and change controls of customer data into SMS.
 - SMS user access controls – authentication, authorization and logging.
 - Analyze system logs to identify any significant changes or trail of changes made.
 - Security controls over key databases and systems including not limiting to SMS, Provisioning, authentication and billing systems.
 - Review the system logic for the reports which are inputs to Broadcaster declarations.
 - Channel allocation/fixation to a particular LCN/CDN.

- Mapping of subscriber id across the CRM and SMS billing system if the same is different across the systems.
- Sample of activation and deactivation request logs.
- Numbers of the active subscribers for sample months (report to be taken in front of the auditors/ rep).
- Confirmation of the numbers on the middle of the month on a random chosen dates (report to be taken in front of the auditors/ representatives of both parties).
- Live Demo of the queries being put in to the system to generate different reports.
- List of CAS and SMS used by Operator in DAS area. Incase more than one CAS and SMS system is used by Operator, then understand and analyze how the markets are segregated, controlled, reported and invoiced.
- Similarly, list of head-ends of the operator providing services from all head-ends, understand and analyze how the two markets are segregated, controlled, reported and invoiced.

In case of multiple CAS being used by MSO, to understand synchronization between multiple CAS and SMS.

VIII Basic Audit checks to be completed

- “As on Date” Reconciliation of VC and STB from complete CAS and SMS for the date of Audit. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base
- Reconciliation of VC and STB from complete CAS and SMS for the historical months over the audit period. Any discrepancy of VC not active in CAS but found active in SMS or vice versa should be reported in Actual numbers as well as percentage of the total base
- “Transaction log” Reconciliation of VC and STB numbers obtained from logs of complete CAS and Logs of SMS with the subscriber report provided to broadcaster for each month. Any discrepancy should be reported in Actual numbers as well as percentage of the total base.
- Reconciliation of VC and STB from CAS and SMS for each channel for the date of Audit. Any discrepancy should be reported in Actual numbers as well as percentage of the total base

- Reconciliation of VC and STB numbers for each channel obtained from Logs (Transactional logs as well as configuration logs) of complete CAS and SMS Logs with the Broadcasting report of each month. Any discrepancy should be reported in Actual numbers as well as percentage of the channel count reported.
- Reconciliation of Channels configured for a package in SMS and channel configured for respective package/product in CAS. The report should provide numbers of channels not in CAS for the product which were present in SMS package and vice versa
- A 3 way reconciliation on channel wise count of Broadcasting report, CAS and SMS should be done at count level for the day of Audit as well as historical period and any exception of count should be reported in actual numbers as well as percentage of reported number.
- Reconciliation of channels/IRD's which have been obtained by MSO but not activated/subscribed by any customer. All such channels where IRD's are active but subscriber count is zero should be reported.
- Reconciliation of LCN and Genre declared by broadcaster with the actual LCN and genre found during Audit. All mismatches of LCN and genres found during audit to be reported.
- Report the channels found running in Unencrypted or analogue mode on the day of Audit
- Auditor to compare the STB/VC field samples with VC and STB data extracted during the audit from CAS and SMS. All exceptions to be reported.
- Auditor to compare TS recording data of MSO's CAS systems provided by Broadcaster during period under audit and CAS declared by the MSO. All exceptions to be reported in audit report.
- Auditor to highlight critical data not provided by MSO or the data which was not available or any other exclusion and limitations. Auditor to provide his assessment whether those exclusions and limitation limit ascertaining of true and correct subscriber count.
- Auditor to highlight if any free access (to be defined) channels are available
- Auditor to compare VC's from SMS and compare with the VC's on which payment has been received through prepaid system from the customer in last 6 months. Any cases where payment has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception

- Auditor to compare VC's from SMS and compare with the VC's on which complaint has been received in last 6 months. Any cases where complaint has been logged has been received for the month but No VC appearing in Active SMS data for the month should be reported as exception.
- All cases to be reported after analyzing logs of MUX/Scramblers whenever there were signals running in unencrypted mode during the Audit period.
- Auditors to report if TS was configured in such a way that local insertion of channel was not possible in an un-encrypted mode during Audit period and report the same.

IX Basic hygiene checks for Audit

- MSO to declare and provide all admin/super admin login access to CAS & SMS servers, IT systems & head-end equipment to auditors
- MSO to allow auditors to run queries to extract data / logs / reports from live SMS and CAS systems. (Auditors to not accept any pre-extracted data/reports from SMS & CAS systems)
- MSO to allow extracted data / reports / logs to be downloaded to auditor's systems for detailed analysis
- All data from CAS and SMS server should be extracted by auditor in such a manner that no STB/VC is left out from the database. Auditors should understand the data extraction queries that are run on the live CAS & SMS servers.
- A screen shot of the Queries that are run should be part of the data stored with password protected\Data extraction queries scripts and explanation of terminology to be preserved and also provided to the broadcasters along with the audit report and data stored with password protected.
- Auditor and Broadcaster representative should be physically present during the extraction of CAS & SMS data and should not leave the data extraction activity to CAS & SMS vendors.
- The Audit report shall contain the information sought in Schedule 1 to Schedule 4 of this Annexure XI.
- All data to be extracted from backend using queries or verify the data obtained from SMS/CAS frontend by writing queries on the backend database after understanding the table structure:
 - i. As on date Active and De-active Subscriber count in the network
 - ii. As on date Active and De-active counts with STB/VC with location specific report
 - iii. As on date Active and De-active Channel and package wise subscriber count and a report containing details of such STB/VC
 - iv. Historical month-end active and de-active STB/VC wise subscriber counts and a report containing details of such STB/VC for the audit period

- v. Historical month-end active and de-active package and channel-wise subscriber counts and a report containing details of such STB/VC for the audit period
- vi. As on date channel composition of packages
- vii. Channel composition of packages for historical period (audit period)
- viii. Transaction logs and package composition change logs (all actions performed since inception) like activation, de-activation, suspensions and other commands with date and time stamp
- ix. Inventory of all the VC/UA/Mac ID from the SMS server

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Schedule - 1

**Distributor
Logo**

Report title: Total No. of Registered STBs

Run Time:

Run Date:

Total no. of Registered STBs:

Active VC Count (1)	Temporary suspended/Safe custody VC Count (2)	De-active VC count (3)	Blacklist VC count (4)	Total registered VC's (1+2+3+4)
.

Schedule - 2

**Distributor
Logo**

Report title: Package wise VC Count

Run Time:

Run Date:

Package wise VC Count:

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

Schedule - 3

**Distributor
Logo**

Report title: Package wise Channels details

Run Time:

Run Date:

Package wise channel details:

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

Schedule - 4

**Distributor
Logo**

Report title: VC wise package details

Run Time:

Run Date:

Package wise channel details:

Sr No	VC number	STB /MA C ID	Package/ A-la-carte Name (SMS)	Package/A-la-carte ID (SMS)	Fist VC activation date	Last suspension/ deactivation date	Last re-Activation date	Package start date	Package end date	VC Status
.			.		.					

ANNEXURE XII

FORMAT FOR DECLARATION OF MULTIPLE/ADDITIONAL INSTALLATION ADDRESS(ES)

This Distribution Agreement (“**Agreement**”) No. _____ is entered into on this _____ day of _____ 20____ at New Delhi.

between

Zee Entertainment Enterprises Limited

and

This page forms an integral part of the abovementioned Interconnection Agreement.

INSTALLATION ADDRESS:

Landmark:

Village: _____ City/Taluka: _____

District: _____ Pin: _____ State: _____

Tel. No: STD Code: _____ No.: _____

Mobile No. _____

Fax No – STD Code: _____ No. _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

Technical Person: _____

Mobile No. of Technical Person: _____

ANNEXURE XIII

SERVICE FORMS

A. SERVICE FORM 1

**APPLICATION FORM FOR REQUEST OF SIGNALS OF ZEE GROUP CHANNELS
BY MSO**

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

1. Name of the MSO: _____
2. The names of Owners/Directors/Partners of the MSO: _____

3. Registered Office address: _____

4. Address for communication: _____

5. Name of the contact person/ Authorized Representative: _____
6. Telephone: _____, Mobile: _____
7. Email address: _____
8. Copy of certificate of registration/ permission/ license (Copy Attached): _____ (Yes / NO)
9. Details of Head-end, Conditional Access Systems (CAS) and Subscriber Management Systems (SMS) deployed by the MSO to be attached along with this Application Form.

10. Details of the areas, corresponding States/ UTs and details of the Head-end from which the signals of television channels shall be distributed in such areas:

As per the details provided in Schedule A

11. Area wise present subscriber base of the MSO: **As per the details provided in Schedule B**

12. List of channels and bouquets for which signals of television channels are requested: **As per the details provided in Schedule C**

13. Goods & Services Tax registration number: _____

14. PAN No. (Attach a copy): _____

15. Are the CAS/ SMS in compliance with the regulations: YES / NO

16. Copy of the report of the Auditor in compliance of the Schedule III and Schedule IX of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable System) Regulations, if available (Copy Attached): YES / NO

(Stamp & Signature)

Name: _____

Designation: _____

Date and Place: _____

DECLARATION

I _____ s/o, d/o _____,
_____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of
_____ (Name of the MSO), do hereby declare that the
details provided above are true and correct. I state that the addressable systems installed for
distribution of television channels meet the technical and other requirements specified in the
Schedule III and Schedule IX of the Interconnection Regulations. The configuration and the
version of the addressable system have not been changed after issuance of the report by the
Auditor.

(Stamp & Signature)

Name: _____

Designation: _____

Date and Place: _____

MANDATORY SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FORM SEEKING SIGNALS OF ZEE GROUP CHANNELS:

- i) PAN Card;
- ii) Goods & Services Tax Registration Certificate;
- iii) Tax Deduction Account Number (TAN)
- iv) Certificate / Registration issued to the MSO by the Ministry of Information and Broadcasting (MIB) to operate in DAS area under Rule 11C/11E of the Cable Television Networks Rules 1994 (as amended) and other approvals from the relevant Governmental Authority along with all relevant supporting documents, including licenses;
- v) Copy of the resolution passed by the board of directors of the MSO or an authority letter from the MSO authorizing _____ to execute the Interconnection Agreement on behalf of the MSO;
- vi) CAS declaration from the conditional access vendor in the format set out at **ANNEXURE VI.**
- vii) SMS declaration from the SMS vendor in the format set out at **ANNEXURE VII.**
- viii) STB Content Protection Declaration from the STB company in the format set out at **ANNEXURE VII.**

SCHEDULE B

Area wise present subscriber base of the MSO

Sr. No	Details of Area where the MSO is desirous of operating	Name of Corresponding State / UTs to the Area	Present Base	Subscriber

SCHEDULE C**I. List of Zee Group Channels offered on A-la-Carte basis for which signals are requested**

We are desirous of availing the signals of the following Zee Group Channels are marked as yes in the table below on A-la-Carte basis:

Sr. No.	Name of the Channel	Genre	Language	A-la-Carte Channel Code	Want to avail signal of the Channel (Yes / No)
1	Zee TV	General Entertainment	Hindi	ZSD-ZEETV02	
2	&TV	General Entertainment	Hindi	ZSD-ANDTV02	
3	Zee Anmol	General Entertainment	Hindi	ZSD-ZANML03	
4	Big Magic	General Entertainment	Hindi	ZSD-ZMGIC03	
5	Zee Cinema	Movies	Hindi	ZSD-ZCNMA03	
6	&pictures	Movies	Hindi	ZSD-ANDPC03	
7	Zee Bollywood	Movies	Hindi	ZSD-ZBOLL02	
8	Zee Action	Movies	Hindi	ZSD-ZACTN02	
9	Zee Anmol Cinema	Movies	Hindi	ZSD-ZANCM03	
10	Zee Classic	Movies	Hindi	ZSD-ZCLAS02	
11	Zee News	News and Current Affairs	Hindi	ZSD-ZNEWS03	
12	Zee Hindustan	News and Current Affairs	Hindi	ZSD-ZHIND03	
13	Zee Business	News and Current Affairs	Hindi	ZSD-ZBUSN03	
14	Zee Zest	Infotainment	Hindi/English	ZSD-ZZEST02	
15	Zing	Music	Hindi	ZSD-ZZING03	
16	Zee Salaam	News and Current Affairs	Urdu	ZSD-ZSALM03	

17	Zee Café	General Entertainment	English	ZSD-ZCAFE02	
18	&flix	Movies	English	ZSD-&FLIX02	
19	WION	News and Current Affairs	English, Hindi, All Indian Regional Languages	ZSD-ZWION02	
20	Zee Marathi	General Entertainment	Marathi	ZSD-ZMRTH02	
21	Zee Talkies	Movies	Marathi	ZSD-ZTALK05	
22	Zee Yuva	General Entertainment	Marathi	ZSD-ZYUVA05	
23	Zee Vajwa	Music	Marathi	ZSD-VAJWA02	
24	Zee 24 Taas	News and Current Affairs	Marathi	ZSD-ZTAAS03	
25	Zee Bangla	General Entertainment	Bangla	ZSD-ZBNGL02	
26	Zee Bangla Cinema	Movies	Bangla	ZSD-ZBGCM05	
27	Zee 24 Ghanta	News and Current Affairs	Bangla	ZSD-24GTA03	
28	Zee Sarthak	General Entertainment	Odia	ZSD-ZSRTH02	
29	Zee Odisha	News and Current Affairs	Odia	ZSD-ZKLNG03	
30	Zee Punjabi	General Entertainment	Punjabi	ZSD-PUNBB03	
31	Zee Ganga	General Entertainment	Bhojpuri	ZSD-ZGNGA03	
32	Zee Biskope	Movies	Bhojpuri	ZSD-GNGAB02	
33	Zee Tamil	General Entertainment	Tamil	ZSD-ZTAML02	
34	Zee Thirai	Movies	Tamil	ZSD-THRAI03	
35	Zee Telugu	General Entertainment	Telugu	ZSD-ZTELG02	
36	Zee Cinemalu	Movies	Telugu	ZSD-ZCNML02	

37	Zee Kannada	General Entertainment	Kannada	ZSD-ZKAND02	
38	Zee Picchar	Movies	Kannada	ZSD-PCHAR02	
39	Zee Keralam	General Entertainment	Malayalam	ZSD-ZKRLM02	
40	Zee Bihar Jharkhand	News and Current Affairs	Hindi	ZSD-ZBHJH03	
41	Zee Punjab Haryana Himachal	News and Current Affairs	Punjabi, Hindi	ZSD-ZPNHH03	
42	Zee Madhya Pradesh Chattisgarh	News and Current Affairs	Hindi	ZSD-ZMPCG03	
43	Zee Rajasthan News	News and Current Affairs	Hindi	ZSD-ZRAJN03	
44	Zee Uttar Pradesh Uttarakhand	News and Current Affairs	Hindi	ZSD-ZUPUK03	
45	Zee 24 Kalak	News and Current Affairs	Gujarati	ZSD-ZKALK03	
46	Zee TV HD	General Entertainment	Hindi	ZHD-ZEETV02	
47	&TV HD	General Entertainment	Hindi	ZHD-ANDTV02	
48	Zee Cinema HD	Movies	Hindi	ZHD-ZCNMA02	
49	&pictures HD	Movies	Hindi	ZHD-ANDPC02	
50	&xplor HD	Movies	Hindi	ZHD-&XPLR02	
51	Zee Zest HD	Infotainment	Hindi/English	ZHD-ZZEST02	
52	Zee Café HD	General Entertainment	English	ZHD-ZCAFE02	
53	&flix HD	Movies	English	ZHD-&FLIX02	
54	&prive HD	Movies	English	ZHD-&PRIV02	
55	Zee Marathi HD	General Entertainment	Marathi	ZHD-ZMRTH02	
56	Zee Talkies HD	Movies	Marathi	ZHD-ZTALK02	
57	Zee Bangla HD	General Entertainment	Bangla	ZHD-ZBNGL02	
58	Zee Tamil HD	General Entertainment	Tamil	ZHD-ZTAML02	

59	Zee Thirai HD	Movies	Tamil	ZHD-THRAI02	
60	Zee Telugu HD	General Entertainment	Telugu	ZHD-ZTELG02	
61	Zee Cinemalu HD	Movies	Telugu	ZHD-ZCNML02	
62	Zee Kannada HD	General Entertainment	Kannada	ZHD-ZKAND02	
63	Zee Picchar HD	Movies	Kannada	ZHD-PCHAR02	
64	Zee Keralam HD	General Entertainment	Malayalam	ZHD-ZKRLM02	
65	LF HD	Infotainment	Hindi/English	ZHD-LFOOD02	
66	Ezmall.com	Miscellaneous	Hindi	ZSD-EZMAL03	
67	Zee Chitramandir	Movies	Marathi	ZSD-ZCHTR02	
Total Count of Zee Group Channels to be availed on A-la-Carte Basis					

II. List of Bouquets of Pay Zee Group Channels

We are desirous of availing the following Bouquet of Pay Zee Group Channels marked as yes in the table below:

Sr. No.	Bouquet Name	Zee Bouquet Code	Want to Avail the Bouquet (Yes / No)
1	Zee Family Pack Hindi SD	ZSDB1HNDI010	
2	Zee Prime Pack English SD	ZSDB0ENGL003	
3	Zee Prime Pack Odia SD	ZSDB0ODIA001	
4	Zee Prime Pack Marathi SD	ZSDB0MRTH001	
5	Zee Family Pack Marathi SD	ZSDB1MRTH009	
6	Zee Prime Pack Bangla SD	ZSDB0BNGL001	
7	Zee Family Pack Bangla SD	ZSDB1BNGL009	
8	Zee Prime Pack Tamil SD	ZSDB0TAML011	
9	Zee Family Pack Tamil SD	ZSDB1TAML014	
10	Zee Prime Pack Telugu SD	ZSDB0TLGU007	
11	Zee Family Pack Telugu SD	ZSDB1TLGU013	
12	Zee Prime Pack Kannada SD	ZSDB0KNDA008	
13	Zee Family Pack Kannada SD	ZSDB1KNDA016	
14	Zee Prime Pack Malayalam SD	ZSDB0MLYM001	
15	Zee Family Pack Malayalam SD	ZSDB1MLYM001	
16	Zee Family Pack Hindi HD	ZHDB1HNDI011	
17	Zee Prime Pack English HD	ZHDB0ENGL003	
18	Zee Family Pack Bangla HD	ZHDB1BNGL009	
19	Zee Prime Pack Marathi HD	ZHDB0MRTH001	
20	Zee Family Pack Marathi HD	ZHDB1MRTH009	
21	Zee Prime Pack Tamil HD	ZHDB0TAML011	
22	Zee Family Pack Tamil HD	ZHDB1TAML014	
23	Zee Prime Pack Kannada HD	ZHDB0KNDA007	
24	Zee Family Pack Kannada HD	ZHDB1KNDA016	
25	Zee Prime Pack Malayalam HD	ZHDB0MLYM001	
26	Zee Family Pack Malayalam HD	ZHDB1MLYM001	
Total Count of Bouquets of Pay Zee Group Channels to be availed			

B. SERVICE FORM 2- AMENDMENT AGREEMENT FOR MODIFICATION OF SUBSCRIBED ZEE GROUP CHANNELS AND/OR SUBSCRIBED ZEE BOUQUETS

AMENDMENT AGREEMENT FOR MODIFICATION OF SUBSCRIBED ZEE GROUP CHANNELS AND/OR ZEE BOUQUETS

This Amendment Agreement (“Amendment Agreement”) for modification of subscribed Zee Group Channels and/or Zee Bouquets is made on this _____ day of ____ 20____, by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at B-10, Essel House, Lawrence Road, New Delhi- 110035 (hereinafter referred to as “**ZEEL**” which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

MSO/ DTH Operator/ HITS Operator/IPTV Operator (M/s):

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

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

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

CORRESPONDENCE ADDRESS:

Landmark: _____

Village: _____

City/Taluka: _____

District: _____

Pin: _____

State: _____

Tel. No - STD Code: _____ No.: _____

[109]

For MSO

For ZEEL

Mobile No. _____
Fax No - STD Code: _____ No.: _____
E mail ID: _____
Contact Person: _____
Designation of Contact Person: _____

ZEEL and DPO are hereinafter individually and collectively referred to as “Party” and “Parties” respectively.

WHEREAS, the DPO has entered into an Interconnection Agreement bearing no. _____ dated ____ along with any executed amendment agreements (if any) (“**Interconnection Agreement**”) whereby the DPO is granted the non-exclusive right by ZEEL to distribute the subscribed Zee Group Channels as set out therein, to its Subscribers in the Authorized Area for a period commencing on _____ and ending on _____ (“**Term**”);

WHEREAS, the DPO now intends to modify Zee Group Channels on A-la-carte basis and/or Zee Bouquets with effect from _____ (hereinafter “**Effective Date**”) under the Interconnection Agreement for the Term. Accordingly, the Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by DPO to modify Zee Group Channel(s) and/or Zee Bouquets in accordance with the terms and condition set out hereinafter. The Parties agree that the modification to the subscribed Zee Group Channel(s) and/or Zee Bouquet(s) and/or subscribe to New Channel(s) and or New Bouquet(s) shall be given effect from the Effective Date of this Amendment Agreement.

ZEEL and the DPO are each referred to herein as a “Party” and collectively as the “Parties”.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

1. Subscribed Zee Group Channels and/or Zee Bouquets-

From the Effective Date, the subscribed Zee Group Channels and/or Zee Bouquets opted by DPO under the Interconnection Agreement shall stand substituted and replaced by the Zee Group Channels and/or Zee Bouquets subscribed by the DPO under this Amendment Agreement subject to approval and receipt of requisite IRD (as defined in the Interconnection Agreement) from ZEEL at ZEEL’s sole discretion.

The Parties agree that on execution of this Amendment Agreement, from the Effective Date,

- a) the subscribed Zee Group Channels and/or Zee Bouquets opted by DPO under the Interconnection Agreement in **Annexure II and Annexure III** of the Interconnection Agreement shall stand substituted with the Zee Group Channels

and/or Zee Bouquets opted by DPO in this **Schedule I and Schedule II** to this Amendment Agreement. and

b) in the event the DPO opted for additional channels, the details of Integrated Receivers and Decoders (IRDs) in respect of all such additional subscribed Zee Group Channels availed from ZEEL in **(II)** and **(III)** of **ANNEXURE X** of the Interconnection Agreement shall revised to include the details of Integrated Receivers and Decoders (IRDs) in respect of all such subscribed additional Zee Group Channels availed under this Amendment Agreement as stated in **Schedule III** from the Effective Date.

2. **Effective Date:** The Effective Date for this Amendment Agreement shall mean _____.

3. **Term:** This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

4. **Miscellaneous**

4.1 This Amendment Agreement together with the Interconnection Agreement constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto on and from the Effective Date of this Amendment Agreement.

4.2 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.

4.3 The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.

4.4 This Amendment Agreement, read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda and documents exchanges and agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

[111]

Signed for and on behalf of	Signed for an on behalf of
	ZEE Entertainment Enterprises Limited
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
WITNESS:	WITNESS:
Signature:	Signature:
Name:	Name:

ZEEEL RIO

SCHEDULE I TO SERVICE FORM 2**LIST OF ZEE GROUP CHANNELS/BOUQUETS SUBSCRIBED UNDER THIS AMENDMENT AGREEMENT**

DPO is desirous of availing Zee Group Channels on A-la-Carte Basis (Yes / No) under this Amendment Agreement:_____

II. List of Standard Definition (SD) Pay Zee Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Sr. No.	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Zee TV	General Entertainment	Hindi	22.00	ZSD-ZEETV02	
2	&TV	General Entertainment	Hindi	12.00	ZSD-ANDTV02	
3	Zee Anmol	General Entertainment	Hindi	0.10	ZSD-ZANML03	
4	Big Magic	General Entertainment	Hindi	0.10	ZSD-ZMGIC03	
5	Zee Cinema	Movies	Hindi	12.00	ZSD-ZCNMA03	
6	&pictures	Movies	Hindi	6.00	ZSD-ANDPC03	
7	Zee Bollywood	Movies	Hindi	1.50	ZSD-ZBOLL02	
8	Zee Action	Movies	Hindi	1.00	ZSD-ZACTN02	
9	Zee Anmol Cinema	Movies	Hindi	0.10	ZSD-ZANCM03	
10	Zee Classic	Movies	Hindi	0.30	ZSD-ZCLAS02	
11	Zee News	News and Current Affairs	Hindi	0.10	ZSD-ZNEWS03	

12	Zee Hindustan	News and Current Affairs	Hindi,	0.10	ZSD-ZHIND03	
13	Zee Business	News and Current Affairs	Hindi	0.30	ZSD-ZBUSN03	
14	Zee Zest	Infotainment	Hindi/English	0.50	ZSD-ZZEST02	
15	Zing	Music	Hindi	0.10	ZSD-ZZING03	
16	Zee Salaam	News and Current Affairs	Urdu	0.10	ZSD-ZSALM03	
17	Zee Café	General Entertainment	English	6.00	ZSD-ZCAFE02	
18	&flix	Movies	English	12.00	ZSD-&FLIX02	
19	WION	News and Current Affairs	English, Hindi, All Indian Regional Languages	2.00	ZSD-ZWION02	
20	Zee Marathi	General Entertainment	Marathi	25.00	ZSD-ZMRTH02	
21	Zee Talkies	Movies	Marathi	5.00	ZSD-ZTALK05	
22	Zee Yuva	General Entertainment	Marathi	2.00	ZSD-ZYUVA05	
23	Zee Vajwa	Music	Marathi	1.00	ZSD-VAJWA02	
24	Zee 24 Taas	News and Current Affairs	Marathi	0.10	ZSD-ZTAAS03	
25	Zee Bangla	General Entertainment	Bangla	25.00	ZSD-ZBNGL02	
26	Zee Bangla Cinema	Movies	Bangla	4.00	ZSD-ZBGCM05	
27	Zee 24 Ghanta	News and Current Affairs	Bangla	0.10	ZSD-24GTA03	
28	Zee Sarthak	General Entertainment	Odia	20.00	ZSD-ZSRTH02	
29	Zee Odisha	News and Current Affairs	Odia	0.10	ZSD-ZKLNG03	
30	Zee Punjabi	General Entertainment	Punjabi	3.00	ZSD-PUNBB03	

31	Zee Ganga	General Entertainment	Bhojpuri	0.50	ZSD-ZGNGA03	
32	Zee Biskope	Movies	Bhojpuri	0.10	ZSD-GNGAB02	
33	Zee Tamil	General Entertainment	Tamil	12.00	ZSD-ZTAML02	
34	Zee Thirai	Movies	Tamil	3.00	ZSD-THRAI03	
35	Zee Telugu	General Entertainment	Telugu	22.00	ZSD-ZTELG02	
36	Zee Cinemalu	Movies	Telugu	4.50	ZSD-ZCNML02	
37	Zee Kannada	General Entertainment	Kannada	22.00	ZSD-ZKAND02	
38	Zee Picchar	Movies	Kannada	4.50	ZSD-PCHAR02	
39	Zee Keralam	General Entertainment	Malayalam	5.00	ZSD-ZKRLM02	
40	Zee Bihar Jharkhand	News and Current Affairs	Hindi	0.10	ZSD-ZBHJH03	
41	Zee Punjab Haryana Himachal	News and Current Affairs	Punjabi, Hindi	0.10	ZSD-ZPNHH03	
42	Zee Madhya Pradesh Chattisgarh	News and Current Affairs	Hindi	0.10	ZSD-ZMPCG03	
43	Zee Rajasthan News	News and Current Affairs	Hindi	0.10	ZSD-ZRAJN03	
44	Zee Uttar Pradesh Uttarakhand	News and Current Affairs	Hindi	0.10	ZSD-ZUPUK03	
45	Zee 24 Kalak	News and Current Affairs	Gujarati,	0.10	ZSD-ZKALK03	

II. List of High Definition (HD) Pay Zee Group Channels offered on A-la-Carte Basis with MRP of the Channel:

Sr. No.	Name of the Channel	Genre	Language	Maximum Retail Price (MRP) per subscriber per month of the Channel offered on A-la-Carte Basis (in Rs.) excluding all applicable taxes	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Zee TV HD	General Entertainment	Hindi	22.00	ZHD-ZEETV02	
2	&TV HD	General Entertainment	Hindi	12.00	ZHD-ANDTV02	
3	Zee Cinema HD	Movies	Hindi	12.00	ZHD-ZCNMA02	
4	&pictures HD	Movies	Hindi	12.00	ZHD-ANDPC02	
5	&xplor HD	Movies	Hindi	12.00	ZHD-&XPLR02	
6	Zee Zest HD	Infotainment	Hindi/English	5.00	ZHD-ZZEST02	
7	Zee Café HD	General Entertainment	English	6.00	ZHD-ZCAFE02	
8	&flix HD	Movies	English	12.00	ZHD-&FLIX02	
9	&prive HD	Movies	English	12.00	ZHD-&PRIV02	
10	Zee Marathi HD	General Entertainment	Marathi	25.00	ZHD-ZMRTH02	
11	Zee Talkies HD	Movies	Marathi	12.00	ZHD-ZTALK02	
12	Zee Bangla HD	General Entertainment	Bangla	25.00	ZHD-ZBNGL02	
13	Zee Tamil HD	General Entertainment	Tamil	22.00	ZHD-ZTAML02	
14	Zee Thirai HD	Movies	Tamil	10.00	ZHD-THRAI02	
15	Zee Telugu HD	General Entertainment	Telugu	25.00	ZHD-ZTELG02	
16	Zee Cinemalu HD	Movies	Telugu	16.00	ZHD-ZCNML02	
17	Zee Kannada HD	General Entertainment	Kannada	25.00	ZHD-ZKAND02	
18	Zee Picchar HD	Movies	Kannada	10.00	ZHD-PCHAR02	
19	Zee Keralam HD	General Entertainment	Malayalam	10.00	ZHD-ZKRLM02	
20	LF HD	Infotainment	Hindi/English	10.00	ZHD-LFOOD02	

IV. List of FTA Zee Group Channels offered on A-la-Carte Basis:

Sr. No.	Name of the Channel	Genre	Language	A-la-Carte Channel Code	Channel Availed (Yes /No)
1	Ezmall.com	Miscellaneous	Hindi	ZSD-EZMAL03	
2	Zee Chitramandir	Movies	Marathi	ZSD-ZCHTR02	

Total Count of Zee Group Channels Availed by DPO on A-la-Carte Basis under this Amendment Agreement: _____

- * **Note:**
1. The MRP mentioned for the a-la-carte Pay Zee Group channel(s) are per “subscriber” per month.
 2. “Subscriber” for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box (“STB”), which is availing Zee Group Channels.
 3. MRP of Pay Zee Group Channels offered on A-La-Carte basis mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

SCHEDULE II TO SERVICE FORM 2**BOUQUET OF PAY ZEE GROUP CHANNELS**

DPO is desirous of availing Bouquet(s) of Pay Zee Group Channels under this Amendment Agreement (Yes / No): _____

Sr. No.	Bouquet Name	Zee Bouquet Code	Want to Avail the Bouquet (Yes / No)
1	Zee Family Pack Hindi SD	ZSDB1HNDI010	
2	Zee Prime Pack English SD	ZSDB0ENGL003	
3	Zee Prime Pack Odia SD	ZSDB0ODIA001	
4	Zee Prime Pack Marathi SD	ZSDB0MRTH001	
5	Zee Family Pack Marathi SD	ZSDB1MRTH009	
6	Zee Prime Pack Bangla SD	ZSDB0BNGL001	
7	Zee Family Pack Bangla SD	ZSDB1BNGL009	
8	Zee Prime Pack Tamil SD	ZSDB0TAML011	
9	Zee Family Pack Tamil SD	ZSDB1TAML014	
10	Zee Prime Pack Telugu SD	ZSDB0TLGU007	
11	Zee Family Pack Telugu SD	ZSDB1TLGU013	
12	Zee Prime Pack Kannada SD	ZSDB0KNDA008	
13	Zee Family Pack Kannada SD	ZSDB1KNDA016	
14	Zee Prime Pack Malayalam SD	ZSDB0MLYM001	
15	Zee Family Pack Malayalam SD	ZSDB1MLYM001	
16	Zee Family Pack Hindi HD	ZHDB1HNDI011	
17	Zee Prime Pack English HD	ZHDB0ENGL003	
18	Zee Family Pack Bangla HD	ZHDB1BNGL009	
19	Zee Prime Pack Marathi HD	ZHDB0MRTH001	
20	Zee Family Pack Marathi HD	ZHDB1MRTH009	
21	Zee Prime Pack Tamil HD	ZHDB0TAML011	
22	Zee Family Pack Tamil HD	ZHDB1TAML014	
23	Zee Prime Pack Kannada HD	ZHDB0KNDA007	
24	Zee Family Pack Kannada HD	ZHDB1KNDA016	
25	Zee Prime Pack Malayalam HD	ZHDB0MLYM001	
26	Zee Family Pack Malayalam HD	ZHDB1MLYM001	
Total Count of Bouquets of Pay Zee Group Channels to be availed			

Total Count of Bouquet(s) Availed by DPO under this Amendment Agreement=

- * **Note:** 1. It is hereby clarified that the DPO shall offer to all subscribers the bouquet(s) of Pay Zee Group Channels offered by ZEEL for which Interconnection Agreement has been signed with ZEEL, without any alteration in composition of the bouquet(s) of Pay Zee Group Channels. In case DPO opts for a certain bouquet but does not carry all the channels constituting that bouquet, then the DPO will be liable to pay for the channels on A-la-Carte basis.
2. The MRP of Bouquet(s) of Pay Zee Group Channels mentioned herein above are per “subscriber” per month.
3. “Subscriber” for the purpose of calculation of Subscription Fee shall mean for any calendar month, each Set Top Box (“STB”), which is availing the Zee Group Channels.
4. MRP of Bouquet(s) of Pay Zee Group Channels mentioned herein above are excluding taxes and levies imposed by local and / or the Central Government including but not limited to GST, etc. (as applicable).

SCHEDULE III TO SERVICE FORM 2

- I) **DETAILS OF INTEGRATED RECEIVER DECODERS (IRDs).** Details of IRDS of subscribed Zee Group Channels availed by DPO under this Amendment Agreement from the Effective Date.

Sr. No	Name of the Channel	Integrated Receiver Decoder (IRD) Number	Viewing Card (VC) Number
1			
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II) **Address for locating Equipment (IRDs):**

C. SERVICE FORM 3

AMENDMENT AGREEMENT FOR MODIFICATION OF AUTHORIZED AREAS

This Amendment Agreement for modification of Authorized Areas (“**Amendment Agreement**”) is made on this _____ day of _____, by and between:

ZEE ENTERTAINMENT ENTERPRISES LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (as amended) having Corporate Identification Number (CIN): L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N.M. Joshi Marg, Lower Parel (East), Mumbai – 400013 and Delhi office at B-10, Essel House, Lawrence Road, New Delhi- 110035 (hereinafter referred to as “**ZEEL**” which expression unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the ONE PART,

AND

MSO/ DTH Operator/ HITS Operator/IPTV Operator (M/s):

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

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

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

CORRESPONDENCE ADDRESS:

Landmark: _____

Village: _____

City/Taluka: _____

District: _____

Pin: _____

State: _____

Tel. No - STD Code: _____ No.: _____

Mobile No. _____

Fax No - STD Code: _____ No.: _____

E mail ID: _____

Contact Person: _____

Designation of Contact Person: _____

ZEEL and DPO are hereinafter individually and collectively referred to as “**Party**” and “**Parties**” respectively.

WHEREAS, the DPO has entered into an Interconnection Agreement bearing no. _____ dated _____ along with any executed Service Form(s) (if any) (“**Interconnection Agreement**”) whereby the DPO is granted the non-exclusive right by ZEEL to distribute the subscribed Zee Group Channels as set out therein, to its Subscribers in the Authorized Area for a period commencing on _____ and ending on _____ (“**Term**”);

WHEREAS, the DPO now intends to modify the Authorized Area. Therefore, the DPO has requested ZEEL for modification of Authorized Area. The Parties have agreed to amend the terms of the Interconnection Agreement on account of request made by DPO to amend the Authorized Area, in accordance with the terms and condition set out hereinafter. The Parties agree that the modification of the Authorized Area shall be given effect from the Effective Date i.e. thirty days from the date of receipt of this Amendment Agreement along with all supporting documents by ZEEL.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:

5. Authorized Area

From the Effective Date, the Authorized Area shall mean the areas in India as listed in **Schedule I** to this Amendment Agreement where the DPO shall retransmit/rebroadcast the subscribed Zee Group Channels by using approved existing approved addressable systems of the DPO.

In the event the DPO is using new and/or any other addressable systems and/or servicing the proposed areas from a new headend(s) and such head-end(s) which is different from the already existing approved addressable systems, it shall furnish the requisite information authorized documents as stated under Service Form 1 on or before the Effective Date (applicable for MSO).

[123]

For MSO

For ZEEL

6. **Effective Date:** The Effective Date for this Amendment Agreement shall mean _____.

7. **Term:** This Amendment Agreement shall be valid from the Effective Date and shall be co-terminus with the Interconnection Agreement.

8. **Miscellaneous**

8.1 This Amendment Agreement together with the Interconnection Agreement constitutes the entire agreement between the Parties relating to the subject matter. Save for the specific amendments set out in this Amendment Agreement, the Interconnection Agreement shall remain in full force and effect and shall be read in conjunction with these presents and shall be enforced as if the provisions of these presents were incorporated therein. The terms and conditions of the Amendment Agreement, as amended pursuant to this Amendment Agreement from the Effective Date, shall be valid and binding on the Parties thereto for the Term of this Amendment Agreement.

8.2 In this Amendment Agreement, the terms used in capital case but not defined herein shall have the meaning assigned to them in the Interconnection Agreement.

8.3 The Parties agree and affirm that all other terms and conditions of the Interconnection Agreement shall apply mutatis mutandis to this Amendment Agreement.

8.4 This Amendment Agreement, read with the Interconnection Agreement supersedes all prior discussions, information, writings, memoranda and documents exchanges and agreements between the Parties with respect to the subject matter of this Amendment Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed by their duly authorized representatives.

For and on behalf of

[Name of the DPO]

Name:

Designation:

For and on behalf of

**ZEEL ENTERTAINMENT ENTERPRISES
LIMITED**

Name:

Designation:

[124]

For MSO

For ZEEL

Date:

Date:

Witness-
Name:

Witness:-
Name:

ZEEL RIO

SCHEDULE I TO SERVICE FORM 3**(PART A)**

Registered Area:

(PART B)

Authorized Area:

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

(Attach extra sheet if required and provide the complete details)

(PART C)

III. Details of Head-end(s)

Head-end(s) name	Address and contact details	Servicing Registered Area	Subscriber base

IV. Details of Conditional Access Systems (**CAS**) and Subscriber Management Systems (**SMS**) deployed by DPO

Sr. No.	Details of SMS deployed	Details of CAS deployed

*In the event the DPO has deployed additional CAS and/or SMS, the certificate to be issued for each CAS and/or SMS deployed

V. Installation Address(es) of CAS and SMS (Attach extra sheet if required).

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

***This Schedule I shall substitute and replace the Annexure I (Part A) (Part B) and (Part C) of the Interconnection Agreement**

ZEEL RIO

D. SERVICE FORM 4-

FORM FOR ADDITION/ DISCONTINUATION/ ALTERATION OF THE ADDRESSABLE SYSTEMS AND/OR ENCRYPTION SYSTEMS

[Applicable only for existing and valid Interconnection Agreements executed with ZEEL)

DATE: _____

1. Name of the DPO: _____
2. Interconnection Agreement No./Customer ID No.: _____
3. Platform: _____
4. Name(s) of Owners/Directors/Partners of the DPO:

5. Subscription License Agreement No. _____
6. Registered Office Address of DPO (with PIN Code):

7. Complete Address for Communication (with PIN Code):

8. Name of the contact person/ Authorized Representative (Letter of Authorization/Board Resolution enclosed):

9. Telephone: _____
10. Email address: _____
11. Details of existing Addressable Systems deployed by DPO:

12. Details of proposed change in Addressable Systems to be deployed by DPO(if any) and proposed effective date of such changes:

13. Details of proposed changes to the Addressable System's security and encryption technology (if any) and proposed effective date of such changes:

14. Please **enclose** the following documents with this form for change in Digital Addressable Systems deployed by the DPO if the DPO is an MSO :
- a) Copy of Certificate of Registration/ Permission/ License
 - b) Conditional Access Systems (**CAS**) Certificate for the new Digital Addressable System
 - c) Subscriber Management Systems (**SMS**) Certificate for the new Digital Addressable System
 - d) Copy of the Audit Report of Broadcast Engineering Consultants India Limited (BECIL)/Authorized Agency/Certified Auditor certifying that the DPO's Addressable Systems are in compliance of the Schedule III of the Interconnection Regulations.
 - e) Declaration from CAS Provider in the format set out in Schedule I to this Form.
 - f) Declaration from SMS provider in the format set out in Schedule II to this Form.
 - g) STB Content Protection Declaration set out in Schedule III to this Form.

DECLARATION FOR PROCESSING OF THIS FORM

I _____ s/o,d/o _____ (Owner/Proprietor/
 Partner /Director/ Authorized Signatory),
 of _____ (Name of DPO), do hereby
 declare that the details provided above are true and correct. I state that the addressable
 systems installed for distribution of subscribed Zee Group Channels by the DPO meet
 the technical and other requirements specified in the Schedule III and Schedule IX of
 the Interconnection Regulations. The configuration and the version of the Addressable
 System have remained unchanged after issuance of the report by Broadcast Engineering
 Consultants India Limited (BECIL)/ Certified Empaneled Auditor enclosed herewith. I
 further undertake that the DPO is in compliance of all applicable Laws including the
 TRAI Regulations as amended from time to time. I further undertake and agree that in
 the event of any changes in the Addressable System's security and encryption
 technology, the same shall not affect the continuity and quality of signals of Zee Group
 Channels and the performance of the obligations of the DPO under the Interconnection
 Agreement. This Form shall form an integral part of the Interconnection Agreement
 executed between _____ and ZEEL.

For _____
Signature:
Name:
Date:
Place:

E. SERVICE FORM 5

FORM FOR CHANGE OF CONTROL

[Applicable only for MSO/DTH Operator/HITS Operator/IPTV Operator (DPO) who have existing and valid Interconnection Agreements with ZEEL)

DATE: _____

1. Name of the DPO: _____
2. Subscription No./Customer ID No.: _____
3. Platform: _____
4. Name(s) of Existing Owners/Directors/Partners of the DPO: _____

5. Interconnection Agreement No/Customer ID: _____
6. Effective Date of Change in Control: _____
7. Consequences of Change in Control: _____

8. Details of Change in Control of the DPO. The **documentary proof of all these changes shall be mandatorily enclosed** with this form:
 - a. Name(s) of new Owners/Directors/Partners: _____
 - b. New name of DPO, in case of any change: _____
 - c. New Address for Communication (with PIN Code), in case of any change: _____

 - d. New Telephone number, in case of any change: _____
 - e. New Email Address, in case of any change: _____
 - f. New Website, in case of any change: _____
 - g. Any change in Distribution System? _____
 - h. *If yes, please upload Form for changing the Addressable Systems/Encryption Systems along with supporting documents.*
 - i. Any other information which may be important for the purpose of the existing Interconnection Agreement between DPO and ZEEL: _____

9. Please **enclose** the following documents with this Form:

- a. Copy of Transfer of Title Rights of DPO
- b. Copy of Certificate of Registration/ Permission/ License
- c. In the event of new entity- please provide-
 - i. License copy
 - ii. Certificate of Incorporation and Board Resolution authorizing the Authorized Signatory to sign for and on behalf of DPO (Applicable for Company)
 - iii. Partnership Deed and Authorisation letter signed by all the partners or the head of the association (Applicable for Partnership Firm)
 - iv. Signature proof of authorized signatory (Applicable for sole proprietorship)
 - v. Pan Card copy/Form 60
 - vi. GST Registration Certificates
 - vii. TAN No.
 - viii. CAS Declaration Form
 - ix. SMS Declaration Form
 - x. Copy of the Audit Report of Broadcast Engineering Consultants India Limited (BECIL)/Authorized Agency/Certified Auditor certifying that the DPO's Addressable Systems are in compliance of the Schedule III of the Interconnection Regulations.

10. In the event of any Change in Control of the DPO resulting in a new entity, the DPO agrees that-

- a. to comply with applicable laws including the TRAI Regulations for the discontinuation of operations in the name of the DPO
- b. The DPO shall submit the duly filled **Service Form 6- Form For Discontinuation Of Operations** (in case of discontinuation of operations) along with all supporting documents to ZEEL along with this form.
- c. The New Entity shall execute a fresh written interconnection agreement with ZEEL which shall be subject to the clearance of all payments due and payable by the DPO under the Interconnection Agreement(s) executed between the DPO and ZEEL.

DECLARATION

I _____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____ (Name of DPO), do hereby declare that the details provided above are true and correct. The DPO is in compliance with all applicable laws including the TRAI Regulations. I hereby declare and undertake to make all the payments due and payable to ZEEL till the effective date of the Change of Control on or before _____. On the payment of all payments due to ZEEL, both Parties shall be discharged of their rights and obligations under the Interconnection Agreements(s) and I further agree and undertake not to raise any claims/demands/allegations on ZEEL, for any reason whatsoever, directly and/or indirectly, subsequent to shutting down the operations.

For _____

Signature:

Name:
Date:
Place:

ZEEL RIO

F. SERVICE FORM 6

FORM FOR DISCONTINUATION OF OPERATIONS

[Only for MSO/DTH Operator/HITS Operator/IPTV Operator (DPO) with existing interconnection agreements with Zee Entertainment Enterprises Limited (ZEEL)]

Date: _____

1.Name of the DPO: _____

2.Interconnection Agreement(s) No(s) /Customer ID No(s): _____

3.Platform: _____

4.Registered Office Address of DPO (with PIN Code): _____

5.Complete Address for Communication (with PIN Code):

6.Name of the contact person/ Authorized Representative (Letter of Authorization/Board Resolution enclosed): _____

7.Telephone: _____

8.Email address: _____

9.Tentative date of discontinuation of operations: _____

10. Reason for Shutting Down of Operations:

11. Invoices received from ZEEL till the month of : _____

12. Outstanding amounts due and payable as per the invoices raised by ZEEL till date:
INR _____

13. Total Outstanding amounts as per ZEEL's books of accounts and under the Interconnection Agreement(s) shall be paid by the DPO on or before _____ or within one week from the date of this form whichever is earlier ("**Due Date**").

For and on behalf of

Authorized Signatory

Company Stamp/Seal

DECLARATION

I _____ (Owner/Proprietor/Partner /Director/ Authorized Signatory), of _____ (Name of DPO), do hereby declare that the details provided above are true and correct. I hereby undertake and agree that all pending payments due and payable to ZEEL as per the terms of Interconnection Agreement(s) on or before the Due Date stated hereinabove. On the payment of all outstanding amounts as per ZEEL’s books of accounts and under the Interconnection Agreement(s), both Parties shall be discharged of all their liabilities, rights and obligations under the Interconnection Agreement(s). I further agree and undertake not to raise any claims/demands/allegations on ZEEL, for any reason whatsoever.

For _____	
Signature:	
Name:	Designation:
Date:	

To be filled by ZEEL representatives

Date of receipt of the Form by ZEEL	
Total Outstanding amount till date of discontinuation	INR
Amount paid by the DPO	INR
Due Date	
FOR ZEEL	
Authorized Signatory	