

REFERENCE INTERCONNECT OFFER CARRIAGE OF CHANNELS FROM
NXTDIGITAL LIMITED.
INDigital - CATV

This Agreement is made at Mumbai on this _____ day of _____, 20____, by and between:

NXTDIGITAL LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at IN Centre, 49/50, 12th Road, MIDC Andheri East, Mumbai-4000 093 represented by its authorized signatory, Mr. _____ (hereinafter referred to as "NXTDL", which expression, unless repugnant to the context or otherwise, shall mean and include its successors in interest and permitted assigns);

AND

_____, a company incorporated under the Companies Act 1956/2013, having its registered office at _____, represented by its authorized signatory, Mr. authorised through Board Resolution dated _____ (hereinafter referred to as "Broadcaster", which expression, unless repugnant to the context or otherwise, shall mean and include its successors in interest and permitted assigns).

NXTDIGITAL LIMITED and Broadcaster may hereinafter individually and collectively be referred to as "Party" and "Parties", respectively.

WHEREAS:

- A. "Whereas the National Company Law Tribunal, (Mumbai) ("**NCLT**") vide its order dated 21st August, 2020 ("Order") has approved the Scheme of Arrangement between IndusInd Media & Communications Limited ("**IMCL**") and NXTDIGITAL LIMITED. (NXTDL).
- B. And whereas, by virtue of the said Order, businesses of the IMCL as specified by the NCLT in the Order, with all their concomitant rights, obligations and liabilities arising therefrom, shall now vest with NXTDL.
- C. Now, therefore, take notice that subject to the terms and conditions of the said Order, NXTDL being the successor in interest with respect to those business operations of IMCL as specified by the NCLT, is competent to execute this Agreement."
- D. NXTDIGITAL LIMITED is engaged, inter alia, in the business of providing Cable Services in DAS Areas and NXTDIGITAL LIMITED owns and operates INDigital CATV in DAS Areas for providing such Cable Services.
- E. The Broadcaster owns and operates satellite television channels, including the Channel(s) (as defined below).
- F. The Broadcaster has requested NXTDIGITAL LIMITED for carriage of the Channel(s)/Bouquet(s), as the case maybe, on INDigital CATV networks (as defined below) vide its Letter No. _____ dated _____
- G. _____ along with an application in the prescribed format for requesting access to NXTDIGITAL LIMITED's platform for re-transmission and re-distribution of the Channel(s)/ Bouquet(s), as the case maybe, in the Areas (as defined below).
- H. Subject to the availability of channel carrying capacity on INDigital CATV networks, NXTDIGITAL LIMITED has agreed vide its Letter No. _____ dated _____ to re-transmit and re-distribute the Channel(s)/ Bouquet(s), as the case maybe, in the Areas and the Broadcaster has agreed to such carriage, re-transmission and re-

distribution of the Channel(s)/ Bouquet(s), as the case maybe, by NXTDIGITAL LIMITED in the Areas in accordance with the terms and conditions of this Agreement.

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

(1) DEFINITIONS

In this Agreement, unless the context requires otherwise:

(a) "Act" means the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);

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

(c) "Addressable system" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;

(d) "Agreement" means this Reference Interconnect Offer for Carriage of Channels/ Bouquet(s), as the case maybe, together with recitals and the Annexes, and includes any modifications thereof;

(e) "Areas" means such areas within the DAS Areas that are identified in Annexure A annexed to this Agreement;

(f) "Authority" means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997);

(g) "Average active subscriber base" means the number arrived by averaging the active subscriber base count in the manner specified in Schedule VII of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 including any amendments thereof;

(h) "a-la-carte" or "a-la-carte channel" with reference to offering of a television channel means offering the channel individually on a standalone basis;

(i) "bouquet" or "bouquet of channels" means an assortment of distinct channels offered together as a group or as a bundle by the Broadcaster and all its grammatical variations and cognate expressions shall be construed accordingly;

(j) "Bouquet rate" or "rate of bouquet" means the rate at which a bouquet of channels is offered to the distributor of TV channels or to the subscriber, as the case may be;

(k) "Broadcaster" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services;

(l) "cable operator" means any person who provides cable service through a cable television network or otherwise controls or is responsible for the management and operation of a cable television network and fulfils the prescribed eligibility criteria and conditions;

(m) "Cable service" or "Cable TV service" means the transmission of programmes including retransmission of signals of television channels through cables;

(n) "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;

(o) "Carriage fee" means any fee payable by a broadcaster to NXTDIGITAL LIMITED only for the purpose of carrying its channels/ bouquet(s), as the case maybe, through the NXTDIGITAL LIMITED's Cable Television Networks, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, seeking assignment of a particular number to such channels and calculated in accordance with Schedule I of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 as issued by the Authority, including any amendments thereof.;

For the purpose of calculation of "Carriage Fee", the number of channels in a bouquet(s) as offered by the Broadcaster shall be treated as 1 (One) on individual basis and accordingly carriage fee shall be calculated.

(p) "Channel(s)" means the standard definition (SD) channel(s)/ high definition (HD) channels, as the case maybe and more specifically listed out by the Broadcaster, along with their Nature, Maximum Retail Price (if any) and respective genre, in Annexure B annexed to this Agreement that are owned/operated by the Broadcaster (including its subsidiary company or holding company or subsidiary of the holding company) / ;

(q) "Confidential Information" means any confidential and proprietary information disclosed by either Party to the other Party while performing under this Agreement.

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

(s) "Effective Date" means the date of execution of this Agreement first written above;

(t) "Free-to-air channel" or "Free-to-air television channel" means a channel which is declared as such by the Broadcaster and for which no fee is to be paid by the distributor of television channels to the Broadcaster for signals of such channel;

(u) "Holding Company", "Subsidiary Company" and "Subsidiary of the holding company" shall have the same meaning as defined under the Companies Act, 2013 including any amendments thereof.

(v) "Pay channel" means a channel which is declared as such by the Broadcaster and for which a share of maximum retail price is to be paid to the Broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the Broadcaster for distribution of such channel to subscribers;

(w) "Subscriber", means a person who receives Broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed Broadcasting services, shall constitute one subscriber;

(x)"subscriber base" means the number of subscribers reflected in the subscriber management system, of the digital addressable systems;

(y)"subscriber management system" means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilised by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets

of 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;

(z) "TV channel" means a channel, which has been registered under the provisions of downlinking and uplinking laws as below:

- i. the guidelines for uplinking from India, issued vide No.1501/2/2002-TV(I)(Pt.) dated the 2nd December, 2005; or
- ii. policy guidelines for downlinking of televisions channels, issued vide No. 13/2/2002-BP&L/BC-IV dated the 11th November, 2005, -as amended from time to time, or such other guidelines for uplinking or downlinking of television channels, as may be issued from time to time by Government of India (Ministry of Information and Broadcasting) and reference to the term 'channel' shall be construed as a reference to "TV channel";
- iii. Cable based channels, other than of NXTDIGITAL LIMITED.

(2) "Term" means the period of 1 (One) year of validity of this Agreement, commencing from the Effective Date, unless this Agreement is terminated earlier in accordance with the provisions of this Agreement.

(3) GRANT OF RIGHT OF ACCESS FOR THE CHANNELS/ BOUQUET(S), AS THE CASE MAY BE TO NXTDIGITAL LIMITED.

(a) By and under this reference interconnect offer, the Broadcaster has approached NXTDIGITAL LIMITED to carry the Channel(s) and pursuant to the said request, the NXTDIGITAL LIMITED has agreed to carry the Channels of the Broadcaster on 24x7 on "as is received" basis for the sole purpose of re-transmitting and re-distributing the Channel/s in the Areas through NXTDIGITAL LIMITED on its addressable system.

(b) NXTDIGITAL LIMITED hereby agrees to carry the Channel(s) of the Broadcaster on its Cable Television Networks subject to, inter alia, technical and commercial parameters set out herein after in Annexures C and D respectively of this Agreement.

(c) The Carriage Fee amount, for each month or part thereof, during the term of this Agreement shall be calculated as per the sub-regulation (1) of the regulation 8 of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 ("Regulation"), in accordance with Schedule I read with Schedule VII set out therein and provided in Annexure D hereto.

(d) As required under the Regulation, the conditions relating to, including but not limited to, target market, rate of carriage fee per month, average active subscriber base of standard definition set top boxes and high definition set top boxes at the time of publication of this RIO, discounts, if any, offered on the rate of carriage fee, manner of calculation of Carriage Fee payable to NXTDIGITAL LIMITED and other necessary conditions shall form part of this Agreement.

INTERPRETATION:

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

- (a) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (b) The references to Annexure are references respectively to the annexure to this Agreement.
- (c) The reference to the singular includes reference to plural and vice versa.

- (d) The reference to any gender includes a reference to all other genders.
- (e) The term “including” shall mean “including without limitation”.
- (f) In addition to the defined terms in Clause 1 of this Agreement, there are other defined terms in the body of this Agreement which shall have such respective meaning as have been assigned to them in the body of this Agreement.

(4) RETRANSMISSION

Broadcaster in order to achieve maximum reach and viewers for its channels, under its authority has approached NXTDIGITAL LIMITED for availing the services of NXTDIGITAL LIMITED to receive and re- distribute signals of its channel through the network of NXTDIGITAL LIMITED as described in “Annexure A”.

NXTDIGITAL LIMITED agrees to carry the signals of Channels of Broadcaster mentioned above on existing systems of NXTDIGITAL LIMITED on the terms and conditions set out herein:

- (a) It shall be incumbent upon the broadcaster to specify the ‘genre’ of the respective channel. In case of any change in the genre of the channel or in the market positioning of the channel, the Broadcaster shall provide 90 days’ prior notice to NXTDIGITAL LIMITED.
- (b) NXTDIGITAL LIMITED shall carry the channels as per the genre of the channels, as per tariff law. NXTDIGITAL LIMITED shall have the sole right to assign and also change at any time the channel listing assigned to a particular channel of the Broadcaster on its network.
- (c) It shall be the duty and responsibility of Broadcasters to inform NXTDIGITAL LIMITED if the channels belonging to the Broadcasters are ‘free to air channels’ or ‘ pay channels’. The bandwidth allocated shall not be below 2MB but not exceeding 4MB.
- (d) NXTDIGITAL LIMITED shall design different packages of the Broadcasters channels as per the location and demographics of a particular area.
- (e) The service of the channel shall be made effective within 15 days of signing the Agreement with the Broadcasters provided all the necessary technical data information and hardware to telecast the channel is provided by Broadcasters to NXTDIGITAL LIMITED.

(5) CARRIAGE FEE, INVOICING AND PAYMENT TERMS

(a) During the Term, in lieu of NXTDIGITAL LIMITED carrying, re-transmitting and re-distributing the Channel(s)/ Bouquets(s), as the case maybe, in the Areas through NXTDIGITAL LIMITED’s Cable Television Networks, the Broadcaster shall pay NXTDIGITAL LIMITED such monthly amount plus all applicable taxes, towards carriage fee, as shall be computed basis the quantum of carriage fee charged per Channel per Subscriber per month, as is set forth in Annexure D attached to this Agreement.

(b) Each month during the Term, NXTDIGITAL LIMITED shall raise an invoice (detailing the number of Subscribers) on the Broadcaster for the applicable Carriage Fee for such month, and the Broadcaster shall pay the invoiced amount of the Carriage Fee for such month to NXTDIGITAL LIMITED, vide cheque/demand draft issued in favour of “NXTDIGITAL LIMITED. on or before the due date i.e. within (15) fifteen days from receipt of invoice. In the event of the Broadcaster fails to pay the invoiced amount of the Carriage Fee for a month to NXTDIGITAL LIMITED within

(15) Fifteen days from receipt of invoice, NXTDIGITAL LIMITED shall be entitled to charge interest at the rate of 24% (twenty four percent) per annum for the period of delay in payment and late payment charges of Rs.8,000/- per day, in addition to NXTDIGITAL LIMITED retaining the right of terminating the Agreement in terms of the applicable provisions of this Agreement. No cash payments shall be made by the Broadcaster towards any monthly Carriage Fee or any dues thereof. In the event a cheque issued by the Broadcaster is dishonoured or not approved or returned due to any reason whatsoever, without prejudice to the rights available to NXTDIGITAL LIMITED under applicable laws, the Broadcaster shall be liable to pay NXTDIGITAL LIMITED an amount of Rs. 10,000/- (Rupees Ten Thousand Only) for each such dishonoured, disapproved or rejected cheque without prejudice to NXTDIGITAL LIMITED's right to initiate legal action solely at the cost of Broadcaster.

(c) At the time of making payment of any Carriage Fee, if any withholding tax/TDS is to be deducted by the Broadcaster in terms of the provisions of Indian Income Tax Act, 1961 (as amended from time to time), the Broadcaster shall make such deductions and provide tax withholding certificates to NXTDIGITAL LIMITED within such period as has been specified in the Income Tax Act/Rules/Notifications/ Circulars issued there under.

(6) THIRD PARTY ACQUISITION:

Broadcaster confirms in the event the distribution of the channel is taken up by a third party, the obligations of BROADCASTER shall continue and the obligations of BROADCASTER under this Agreement shall not be diluted till the validity of the Agreement.

(7) SIGNAL QUALITY:

Broadcaster shall ensure the service signals delivered is of quality comparable to other television signals being received and retransmitted by NXTDIGITAL LIMITED. In event of Broadcaster failing to arrange for a service signal of minimum quality, NXTDIGITAL LIMITED shall be absolved of its obligation to retransmit BROADCASTER signals, for which Broadcaster shall not object.

(8) COMPLIANCE WITH LOCAL LAWS:

Broadcaster shall comply with all applicable National, State and Local laws, rules and regulations, all as amended from time to time, with respect to the said channels and in particular conform to the Cable Television Network (Regulations) Act, 1995, The Cinematograph Act, 1952, The Indecent Representation of Women (Prohibition) Act, 1986, The Copyright Act, 1957 and rules framed there under as may be amended from time to time and undertaken to indemnify NXTDIGITAL LIMITED against any loss, damages, costs and expenses (including legal expenses) or otherwise in case any action is brought against NXTDIGITAL LIMITED concerning any programme, advertisement or any other material broadcast through the said channel by any party.

(9) OBLIGATION OF THE BROADCASTER:

- (a) The Broadcaster is responsible for the content of the Channel(s), even if the Broadcaster is not the creator of the material comprised in such content.
- (b) The Broadcaster is responsible for all necessary consents, approval, permission, registration, authorization from the relevant authorities, persons, entities, etc. and must observe & comply with all the applicable laws for the time being in force in India as may be applicable for the activities being carried on by the Broadcaster.

- (c) The Broadcaster shall ensure that the service signals delivered are of quality as stipulated in relevant TRAI regulations/applicable standard and are comparable to other television signals being received and retransmitted by NXTDIGITAL LIMITED. In event of Broadcaster failing to arrange for signals of stipulated quality/standard, NXTDIGITAL LIMITED shall be absolved of its obligation to retransmit Broadcaster signals. Broadcaster shall not have any right of messaging through their IRD/Decoders or any other system which blocks the view of the Channel(s) programme to the subscribers. This will be governed by the Quality of the Service Regulation on Advertisements dated 14/5/12 issued by TRAI.
- (d) It shall be incumbent upon the Broadcaster to specify the 'genre' of the respective Channel(s). In case of any change in the genre of the Channel(s) or in the market the positioning of Channel(s), the Broadcaster shall provide 90 days' prior notice to NXTDIGITAL LIMITED.
- (e) In case the Broadcaster decides to discontinue the Channel(s) from the Territory, it shall give at least two months prior notice of the same to NXTDIGITAL LIMITED failing which it shall indemnify NXTDIGITAL LIMITED for any cost, penalty, award NXTDIGITAL LIMITED may suffer due to the abrupt discontinuation of the Channel(s).
- (f) The Broadcaster shall ensure compliance with all the laws which are applicable for content in television channels including but not limited to Advertisement Code, Programme Code as prescribed in the Cable Television Networks Act 1995, the Cinematograph Act, 1957, the Indecent Representation of Women (Prohibition) Act, 1986, The Copyright Act, 1957 and rules framed there under, all Regulations made applicable to broadcasters by any the Governmental / Regulatory Authority. The Broadcaster hereby undertakes to indemnify NXTDIGITAL LIMITED against any loss, damages, costs and expenses (including legal expenses) or by any party against NXTDIGITAL LIMITED concerning any otherwise, in case any action is brought programme, advertisement or any other material broadcast through the said Channel(s). If for any reason the Broadcaster does not comply with applicable laws/regulations/codes, NXTDIGITAL LIMITED shall be at liberty to immediately deactivate the said channel from its network and the Broadcaster shall be fully liable for such defaults/non-compliance.
- (g) The Broadcaster shall adhere to all extant TRAI Regulations like the QOS on ad time.
- (h) The Broadcaster would provide professional grade IRD and other requisite equipment's to NXTDIGITAL LIMITED for receiving the Channel(s).
- (i) The Broadcaster shall provide its programming schedule at least 15 days in advance for the purpose of inserting the same in Electronic Programming Guide (EPG.)
- (j) The Broadcaster would independently make its best effort to promote and market its Channel(s) in the territory possibly via public relations, trade related activities or otherwise.

(10) TERM, TERMINATION AND EFFECTS OF TERMINATION

- (a) This Agreement shall be valid for the Term. If the Parties agree to extend the Term, a new agreement shall be executed upon mutually agreeable terms and conditions.
- (b) This Agreement will stand automatically terminated in the event of:

- (i) either Party's insolvency, bankruptcy, liquidation, dissolution, winding up, assignment to the benefit of its creditors, appointment of a receiver; and
- (ii) suspension, cancellation or revocation of the requisite approvals, licenses, authorizations and permits of either Party from the concerned governmental or regulatory bodies, that are necessary for

the purposes of this Agreement.

(iii) if the monthly subscription for that channel is less than 5% (Five percent) of the monthly average active subscriber base of NXTDIGITAL LIMITED in the target market, in each of the immediately preceding 6 (six) consecutive months.

- (c) NXTDIGITAL LIMITED shall have the right to terminate this Agreement if the Broadcaster fails to make timely payment of any Carriage Fee and such non-payment continues even after expiry of 15 (fifteen) days from the date of notice in such regard by NXTDIGITAL LIMITED to the Broadcaster.
- (d) In the event of termination of the Agreement by NXTDIGITAL LIMITED, NXTDIGITAL LIMITED shall stop carrying the Channel(s) on INDigital CATV network. and also seize the integrated receiver decoders/professional integrated receiver decoders, CAM Modules, viewing cards/smart cards and remotes of the Channel(s) ("Equipment") of the Channel(s) until such time as due payment is made by Broadcaster along with late payment interest fee calculated at 24% (twenty four percent) per annum for the period of delay in payment. Additionally, NXTDIGITAL LIMITED shall have the right to initiate applicable legal proceedings against the Broadcaster for, inter alia, recovery of the due amount and any other equitable remedy that may be available to NXTDIGITAL LIMITED.

(11) REGULATORY INTERVENTION:

In the event that there is any change to any applicable statutes, enactment, acts of legislation or parliament, laws, ordinances, rules by laws or regulations of any government or statutory authority in India including but not limited to Ministry of Information and Broadcasting and the Telecom Regulatory Authority or any final unappealable Order of any competent Court or Tribunal which would have a material adverse effect on either of the parties, then the parties of the carriage fee agreement may consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to the existing Agreement, such amendment to take place from the date of such change. In the event the parties are unable to agree on the amendment within forty-five days from the date of meeting then either party may approach TDSAT or TRAI for resolving the dispute.

(12) NON-ASSIGNABILITY:

Neither Party shall assign any of its rights or obligations under this Agreement to any other/third party without the prior written consent of the other Party. However, such consent, when required, shall not be unreasonably be withheld by the other Party.

(13) REPRESENTATIONS & WARRANTIES

- (a) The Parties hereby represent, warrant and undertake to each other that:
 - (i) They are respectively competent in law and have full right and absolute authority to enter into this Agreement and to fully perform their rights and obligations and that there is no legal or other impediment in their doing so.

- (ii) This Agreement duly executed and delivered by the Parties constitutes a valid and binding obligation of the respective Parties enforceable against each respective Party in accordance with its terms.
 - (iii) They shall at all times during the Term, and also otherwise, comply with all the laws applicable to them respectively.
- (b) Broadcaster hereby represent, warrant and undertakes to NXTDIGITAL LIMITED that:
- (i) The Broadcaster has valid permits from the Ministry of Information and Broadcasting for downlinking the Channel(s) in India, true certified copies of which shall be provided by the Broadcaster to NXTDIGITAL LIMITED at the time execution of the Agreement;
 - (ii) There is no present or prospective claim, proceeding or litigation in respect of the programme content of the Channel(s), or the title thereof, or the ownership of copyright in the programme content of the Channel(s) which may in any manner infringe upon any third party's rights.
 - (iii) The Broadcaster shall ensure that the Channel(s) shall comply with the Programming Code and the Advertisement Code issued by the Central Government;
 - (iv) The programme content for each of the Channel(s) shall correspond and represent the appropriate genre indicated by the Broadcaster, including the language of the Channel(s).
 - (v) The Broadcaster shall provide its programming schedule at least 15 days in advance for the purpose of insertion in Electronic Programming Guide (EPG).
 - (vi) The Broadcaster agrees and undertakes that the bandwidth utilization of its channels will be between 2 to 4 mbps only.
 - (vii) The Broadcaster shall provide including but not limited to Professional IRD boxes of CISCO/Harmonic/Tandberg, Cam Module, Smart Card, Remote and all other equipment which are proprietary in nature and related with reception of digital signals at installation premises indicated by NXTDIGITAL LIMITED;
 - (viii) NXTDIGITAL LIMITED shall not be liable to the Broadcaster or any other party for any infringement of copyrights of any third party or any other illegality in respect of the programme content of the Channel(s). The Broadcaster shall be solely responsible for ensuring that the intellectual property rights of the Channel(s)/Broadcaster remain protected in the Area and NXTDIGITAL LIMITED shall not be held liable for violation of such intellectual property rights in any manner; and
 - (ix) The Broadcaster shall not claim adversely to or challenge the intellectual property of NXTDIGITAL LIMITED, or its authorized agents. The Broadcaster shall not use any material containing any of the intellectual property of NXTDIGITAL LIMITED nor authorize or permit others to make use of the intellectual property of NXTDIGITAL LIMITED.

(14) INDEMNIFICATION

Each Party shall, at its own expense, forever keep and hold the other Party and such other Party's directors, officers, employees, agents, subcontractors, affiliates and subsidiaries fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation,

reasonable attorney's fees) resulting due to the defaulting Party's acts, omissions, misstatements, and representations and warranties or any of its obligations pursuant to the Agreement.

(15) LIMITATION OF LIABILITY:

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

(16) TAXES

Each Party shall individually be responsible for payment of any statutory/government taxes, revenues, duties, levies etc. which are or may become payable pursuant to this Agreement by such Party.

(17) FORCE MAJEURE

If because of a Force Majeure event, either party cannot perform its obligations for at least 60 days then either party shall be entitled to terminate this Agreement on giving the other party written notice of 30 days as per applicable law.

"Force Majeure Event" means an event or cause beyond the reasonable control of the Party claiming force majeure and not attributable to any default of that party including but not limited to acts of Government (including a suspension of either party's license to perform obligations hereunder except due to a fault of such Party), war, riots, strikes, lock out, fire, terrorism, acts of God or other natural catastrophes'.

A party hereto who is effected by a Force Majeure Event shall forthwith notify the other party and shall use all reasonable endeavours to avoid or minimize the effect on this Agreement and the fulfilment of the terms hereof. During the Force Majeure event the obligations of each of the party shall be temporarily suspended for such time that the Force Majeure event continues. The affected party shall resume performance of this Agreement as soon as practicable after the reduction or cessation of the Force Majeure Event.

(18) DISCLAIMER OF AGENCY

Neither Party shall be or hold itself as the agent of the other under this Agreement. This Agreement between NXTDIGITAL LIMITED and the Broadcaster is on principal to principal basis and is terminable in nature.

(19) CONFIDENTIAL AND PROPRIETARY INFORMATION

Either Party shall keep in strict confidence any Confidential Information received from the other Party and shall not disclose the same to any person, not being a party to this Agreement. Each Party shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. Disclosure of Confidential Information by any Party to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of the disclosing Party and the other Party shall not acquire any rights in such Confidential Information. Confidential Information shall not be treated as Confidential Information when:

- (a) is already in the public domain or deemed to be available to the public;
- (b) hereafter becomes publicly known through no wrongful act, fault or negligence of the receiving Party;
- (c) was in the receiving Party's possession prior to receipt from the disclosing Party;
- (d) is received without obligation of secrecy from a third Party free to disclose such information;
- (e) is subsequently independently developed by the receiving Party without use of any of the disclosing Party's proprietary Information; (f) is approved for release or use by written authorization from the disclosing Party;
- (g) is required to be disclosed by any of the Parties at the request of or at the express direction of any Government or Judicial Agency; or
- (h) is independently developed by employees of the receiving Party who have not had, either directly or indirectly, access to, or knowledge of such Confidential Information.

(13) NON-ASSIGNABILITY

Neither Party shall assign any of its rights or obligations under this Agreement to any other/third party without the prior written consent of the other Party. However, such consent, when required, shall not be unreasonably be withheld by the other Party.

(14) NOTICE

All notices given hereunder shall be given in writing, by personal delivery, or registered post A.D. or speed post or courier, at the address of the Parties set forth in the Agreement, unless either Party, at any time or times, designates another address for itself by notifying the other Party thereof by Courier. Speed post only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by registered post A.D. or speed post or courier shall be deemed delivered on the 3rd (third) day from the date of dispatch of such registered post A.D.

(15) WAIVER

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

(16) SAVING CLAUSE

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

(17) GOVERNING LAWS

This Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement & Appellate Tribunal, to the exclusion of all other courts/tribunals, shall have the exclusive jurisdiction to entertain any dispute arising out of or relating to this Agreement.

(18) ENTIRE AGREEMENT AND MODIFICATIONS

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

(19) COUNTERPART

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this writing on the day and year first above written.

For NXTDIGITAL LIMITED.	For
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: Authorized Signatory	Title: Authorized Signatory

Schedule IV

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

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

1. Name of the broadcaster:
2. The names of CEO/MD of the broadcaster:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Name of channel for which request for distribution has been made:
9. Copy of permission letter issued by the ministry of information and broadcasting for downlinking of the channels mentioned above in India:
10. Nature of channel (pay or free- to- air)

- 11. Genre of channel:
- 12. Language(s) of channel:
- 13. Downlinking parameters of the channel:
 - a. Name of satellite:
 - b. Orbital location:
 - c. Polarization:
 - d. Downlinking frequency:
- 14. Modulation/coding and compression standard of channel:
- 15. Encryption of channel: encrypted/unencrypted_____

(Signature)
Date and Place:

DECLARATION

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

(Signature)
Date and Place:

Annexure A

Areas- Target Markets

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

Annexure B

Channel(S)

Sl No.

Channel Name

Channel Genre

Annexure C

TECHNICAL PARAMETERS

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

Annexure D

CARRIAGE FEE COMPUTATION for SD Channels

If Average Active Subs Base	Carriage fee (in %)	Rate	Carriage fee SD in Rupee (Target Markets Active Subscriber Base X Carriage Rate)
<5%	100%	0.2	0.20
5%<10%	75%	0.2	0.15
10%<15%	50%	0.2	0.10
15%<20%	25%	0.2	0.05
>=20%	0%	0.2	0.00

CARRIAGE FEE COMPUTATION for HD Channels

If Average Active Subs Base	Carriage fee (in %)	Rate	Carriage fee HD in Rupee (Target Markets Active HD Subscriber Base X Carriage Rate)
<5%	100%	0.4	0.40
5%<10%	75%	0.4	0.30
10%<15%	50%	0.4	0.20
15%<20%	25%	0.4	0.10
>=20%	0%	0.4	0.00

Rationale for Carriage Fees

Key components considered for determining Carriage Fees:

To maintain and operate the entire digital infrastructure, operating costs and maintenance cost of the networks.

Installing the required digital headend which includes various components like encoders, multiplexers, UPS, fire prevention systems and other components.

Increasing the capability of headend for managing statutorily required channels.

Setting up of Subscriber Management System.

Encryption of all channels whether FTA or Pay.

Payment of royalties for:

- o Encryption system
- o Subscriber management system
- o Conditional access system
- o Programming guide and other valued added services.

Setting up / call centre outsourcing with all software and hardware requirements.

Activation and deactivation support, hardware and software requirements for STBs.

Subsidy for STBs and import duties based on foreign exchange fluctuations

Market based retail pricing for customers which needs huge discount from the wholesale prices Infrastructure requirements of premises, branch offices, Headends

and dishes with all requirements like air conditioners, fire safety, insurance, warehousing, etc.

Interest on funds for digital deployment including Headends and STBs.

Contact details of the designated person/s designated for receiving interconnect requests from broadcasters and grievance redressal thereof:

1. Name : Mr
2. Telephone numbers: 022-28208585
3. E-mail address: