

Reference Interconnect Offer for IPTV platform

This Reference Interconnect Offer shall not be applicable in the event, the operator demands carriage fees, in which case the terms of offer may vary.

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| Licence Fee | <p>For each month or part thereof during the Term of the agreement, the IPTV operator shall pay to NDTV Imagine Ltd. the Monthly Licence Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.</p> <p>The a-la-carte and bouquet "Rate" per Subscriber is set out in Annexure to this RIO. The rates mentioned in the Annexure to this RIO, as referred to above, are exclusive of all taxes and levies.</p> <p>The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.</p> <p>For the purpose of calculation of the Monthly License Fee payable to NDTV Imagine Ltd. , "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of NDTV Imagine Ltd. through the IPTV operator.</p> <p>Calculation of License Fee:</p> <p>I. In case a IPTV operator avails one or more Bouquet(s) of NDTV Imagine Ltd.:</p> <p>(a) If the IPTV operator is providing the Bouquet(s) as a whole to its IPTV subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the Bouquet(s).</p> <p>(b) if the IPTV operator does not offer such opted bouquet(s) as a whole to its direct to home subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to NDTV Imagine Ltd. for such entire opted bouquet by the IPTV operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.</p> <p>II. In case a IPTV operator avails one or more or all</p> |
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| | <p>channels of NDTV Imagine Ltd. on ala carte rate basis:</p> <p>(a) If the IPTV operator is providing the channels on ala carte basis to its IPTV subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.</p> <p>(b) if the IPTV operator does not offer such opted ala carte channel(s) as ala carte to its direct to home subscriber but offers the ala carte channel (s) in packages, then the payment to NDTV Imagine Ltd. for each of the a la carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed.</p> <p>III. In case a IPTV operator avails one or more channels on ala carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of NDTV Imagine Ltd.:</p> <p>(a) For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause I above.</p> <p>(b) For ala carte channels, the monthly license fee shall be calculated on the basis of sub clause II above.</p> <p>Payment of the License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.</p> |
| <p>Payment Terms</p> | <p>The Monthly Licence Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the IPTV operator by NDTV Imagine Ltd. without any deduction except deduction of withholding tax/TDS as provided in this RIO.</p> <p>Within seven days of end of each month, the IPTV operator shall provide opening, closing and average number of subscribers for that month, based on which NDTV Imagine Ltd. shall raise an invoice on the IPTV operator. In case the IPTV operator fails to send the report within the said period of seven days, NDTV Imagine Ltd. shall have the right to raise a provisional invoice and the IPTV operator shall be under obligation to pay the license fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the IPTV operator for the immediately preceding month. On receipt of the report from the IPTV</p> |

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| | <p>operator, the parties would conduct reconciliation between the provisional invoice raised by NDTV Imagine Ltd. and the report sent by the IPTV operator.</p> <p>The IPTV operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the IPTV operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 1.5%. The imposition and collection of interest on late payments does not constitute a waiver of the IPTV operator's obligation to pay the License Fee by the Due Date, and NDTV Imagine Ltd. shall retain all of its other rights and remedies under the Agreement.</p> <p>All Licence Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, AT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at IPTV operator's cost and will be charged at the prevailing rates by NDTV Imagine Ltd. to the IPTV operator.</p> <p>If payment of the Licence 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 IPTV operator shall provide tax withholding certificates to NDTV Imagine Ltd. within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p> |
| Delivery and Security | <p>All NDTV Imagine Ltd. Channels must be delivered by IPTV operator to subscribers in a securely encrypted manner and without any alteration.</p> <p>The uplink specifications, satellite capacity and infrastructure allocated by IPTV operator in respect of the broadcast signal of the NDTV Imagine Ltd.'s Channels by IPTV operator to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its IPTV platform.</p> |
| Anti- Piracy | <p>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 IPTV operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ,</p> |

maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the NDTV Imagine Ltd..

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

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

IPTV operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by IPTV operator at the time the Channels are made available. If IPTV operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, IPTV operator shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify

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| | <p>NDTV Imagine Ltd. and the IPTV operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the IPTV operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the IPTV operator and the subscriber. If so instructed by Information (as defined below) by NDTV Imagine Ltd. , the IPTV operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from NDTV Imagine Ltd.. 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 NDTV Imagine Ltd. representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by NDTV Imagine Ltd. through e mail and the IPTV operator shall be under obligation to act upon such information.</p> |
| Reports | <p>IPTV operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).</p> <p>IPTV operator shall provide to NDTV Imagine Ltd. complete and accurate opening and closing subscriber monthly reports for the NDTV Imagine Ltd. Channels and the tier and/or package containing the NDTV Imagine Ltd. Channels within seven (7) days from the end of each month in the format provided by NDTV Imagine Ltd..</p> <p>Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each NDTV Imagine Ltd. Channel and each package in which a NDTV Imagine Ltd. Channel is included) and the Licence Fees payable to NDTV Imagine Ltd. and shall be signed and attested by an officer of the IPTV operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.</p> |