

INTERCONNECTION AGREEMENT [DAS]

This Technical and Commercial Interconnection agreement along with its Schedule is
executed on this _____ day of
_____ 2017 by and between:

Sangli Media Communication, Sangli (here in after referred to as “MSO”) a partnership company incorporated under the laws of India, having its registered office at Shop no 1, Kaivalya Appt, Near Vidya Mandir, Brahmanpuri, Miraj, Dist. Sangli Pin 416410 , which expression shall unless repugnant to the context or meaning the hereafter include his executors, heirs, and administrators and permitted assigns) through its authorized signatory Mr. _____ of ONE PART.

AND

Mr./Ms./M/s _____, [Sole Proprietorship
Concern / Partnership Firm / Private or Public Limited
Company] with its Registered Office at _____

through its Authorized Signatory/ Sole Proprietor
/Managing Partner / Partners

Mr./Ms. _____ (hereinafter referred
to as the "Affiliate", which expression shall, unless repugnant to the context or meaning thereof, be
deemed to include its successors and permitted assigns) of the OTHER PART.

The MSO and the affiliate are here in after individually and collectively referred to as
"Party" and "Parties", respectively. WHEREAS

- A.** We are engaged in the business of distribution of television channels including through its Digital Addressable System in the Authorized DAS areas;
 - B.** You are registered as a cable operator with the local post office having its postal
 - C.** registration _____ **dated** _____ and are authorized to provide Cable T.V. Service to subscribers by means of Cable T.V. Network having subscribers in the Territory. You undertake to inform us immediately before and upon any change in ownership of the entity.
 - D.** The parties have mutually agreed to execute this agreement between them to govern the rights and obligations in regard to the subscription and distribution of television channels in the Area.
 - E.** The parties have agreed that as and when Digital Addressable System (DAS) is implemented, the pertinent clauses specific to DAS shall become enforceable and binding on both the parties.
- Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the Parties agree follows -

1. OBLIGATION OF AFFILIATE

- (i) Both receptions of signals of channels from our addressable system and re-transmission of such signals to Subscribers through your Cable Television Network shall be done by you at your sole cost and expense.
- (ii) You shall not provide the Cable Services to Commercial Customers without entering in to separate written agreement with us.
- (iii) You shall provide us a copy of registration with the local authorities and also, its renewal from time to time. You undertake to intimate immediately and provide a copy of any notices issued by any Regulatory Body or any other competent authority against us.

- (iv) Within 15 (fifteen) days of activation of STB at subscriber premises, You shall obtain a copy of duly filled up Customer Application Form (CAF) along with the identification documents of the subscriber, failing which STB may be disconnected without any further information. The identification documents of the subscriber shall include without limitation the Driving License, Passport, Election Commission Card or any other valid Address proof.
- (v) You shall be responsible to collect the monthly Subscription Fees from the Subscriber and other miscellaneous charges, including without limitation, the STB repair charges, the Equipment (provided with STB) replacement charges, etc.
- (vi) You should deposit the monthly BRR Charges and other miscellaneous charges to us in accordance with prescribed timelines laid down in Schedule A of this agreement
- vii) In case it is technically or operationally non-feasible to provide connection at the premises identified in the CAF, You shall inform the subscriber, within two days of receipt of the duly filled up CAF, indicating the reasons as to why it is technically or operationally not feasible to provide connection and the reason for such denial shall include the following -
 - (a) The location where the connection is required is not accessible or is accessible at a cost, which the subscriber, is not agree able to bear
 - (b) The location where the connection is required is accessible but it is not technically feasible to provide the quality of signals as are required to be provided under Applicable Laws;
 - (c) The location where the connection is required falls outside of the Area of your operation.
- (viii) You shall always maintain standard of service in accordance with regulations issued for Standards of Quality of Service under Applicable Laws including but not limited to regulation no. F. No. 16-2/2012 dated May 14, 2012 issued by Telecom Regulatory Authority of India (TRAI) and subsequent amendments there on. In the event of any complaint received from any subscriber regarding malfunctioning of installed Equipment, you shall attend to such complaint within such timeline, and in such manner, as is prescribed in the Applicable Laws including but not limited to regulation no.F.No.16-3/2012 dated May14,2012 issued by TRAI and subsequent statutory amendments there on.
- (ix) You shall undertake that you shall not make any false declaration with regard to multiple TV sets within the same premises and if any variation / false declaration found then you undertake to pay the complete BRR Charges from the date of activation of such STB in the subscriber premises along with the interest @ 24 %p.a. on the total BRR Charges payable to us.
- (x) You shall be responsible, at your sole cost and expenses, to collect the malfunctioning installed Equipment from the subscriber's premises and get it

repaired from our authorized service center in the area and reinstall there paired /replaced Equipment at the premises of the subscriber.

- (xi) Subject to prior written consent from us, if you merge or amalgamate with another Cable Operator or cease to operate your Cable Television Network or in the event of termination the agreement, you shall submit / return to us such number of equipment as issued to you by us. If such equipment is / are damaged, we shall be authorized to recover the actual repair cost from you and if the Equipment is beyond repair, you shall be liable to pay to us the cost of such Equipment.
- (xii) In the event of any subscriber permanently deactivating or getting deactivated from your Cable Television Network, You shall take back possession of the equipment (STB) installed at the premises of such subscriber and shall return such equipment to us within 7 working days .
- (xiii) In the event we launch any value added service in the area, you shall provide reasonable assistance to us regarding promotion of such value added services in the area as may reasonably be required by us.
- (xiv) During the term of this agreement and prior to execution of this agreement, any and all liabilities / demands / statutory dues pertaining to you shall be the sole liability of you and you shall at all times keep us indemnified against such liabilities .
- (xvi) You shall, at your own cost and expense, undertake to do regular and proper maintenance of your cable television network so as to ensure retransmission of high quality encrypted signal of the channels to the subscribers in terms of the provisions of the applicable Laws.

2. REPRESENTATIONS AND WARRANTIES

- (i) The Parties here by warrant, represent and undertake to each other that:
 - (a) They have full right, absolute authority and the necessary expertise to perform the obligations under this agreement. 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.
 - (c) They shall, at all times during the performance of this agreement and otherwise, comply with all the laws applicable to them respectively.
- (ii) We here by represent to you that:
 - (a) We make no representations and/or warranties relating to the continuity, reception and quality and nature of the content on the channels and we shall not be liable for any disruption, discontinuance or interruption in the delivery of the channels to you.
 - (b) We shall supply or cause to supply such number/set of equipment to you or have already supplied such number/set of equipment (STB) to you as is equal to the number of subscribers represented by you to us.

- (c) In the event of increase in the number of subscriber, we shall, upon written request from you, provide such number of sets of equipment (STB) as shall be requested by you.
 - (d) We have no control on any channel or the scheduling and the program content of such channels. Therefore, neither us, nor our officers, directors, servants, agents or subsidiary companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person what so ever by reason of the contents or scheduling of any programs shown on any channel or any interference with the reception of any channel.
- (iii) You represent warrant and undertake the following to us
- (a) You presently have as much number of subscribers as listed in schedule C-2.
 - (b) You have a valid and subsisting license from the applicable statutory authority which permits operation of your cable television network and you under take to keep such license valid and subsisting during the term
 - (c) You shall be responsible for booking of orders from subscribers, for provision of the equipment (STB) getting the CAF filled up and signed by subscribers and promptly forwarding such duly filled up and signed CAF to us physically or as soft copy through our SMS System.
 - (d) To permit us to make inspections at your premises so as to satisfy our selves with regard to fulfillment of the conditions, on your part, mentioned in this agreement.
 - (e) You shall be responsible for physical verification of the address of each subscriber, as is indicated by the in CAF, by taking proof of residential address such as a ration card, voters' identity card, bank passbook or any other such documentary proof of residence.
 - (f) With regard to the Equipment (STB) you shall be responsible for storage, distribution, installation and taking back possession of the same at our request and for handing over the same to us.
 - (g) As determined by us from time to time , you shall follow our relocation policy for STBs.
 - (h) You shall not do any act or thing as a result of which any right or interest of us in respect of the signals of the channels or any other proprietary right of ours may be infringed or prejudiced.
 - (i) You shall not retransmit the channels via any medium other than your cable television network.
 - (j) You undertake to re-transmit signals of the television channels in your respective entity without
 - a. Any cutting, editing, dubbing, scrolling or tickertape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation ; and
 - b. Replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the channels.
 - (k) You undertake not to, either by yourself or through others, copy, record or otherwise reproduce any part of the channels. you further undertake that you shall not copy or record programs for resale or deal in any copied programs and shall immediately notify us of any unauthorized copying, recording or use of any part of the channels/Bouquets and shall fully cooperate with all

requests made by us to take such steps as are reasonable and appropriate to cause such activities to cease.

- (l) You shall not push content on to the STB, you shall not create a virtual video-on-demand or other on demand service in respect of the channels.

3. CONSIDERATION AND PAYMENT TERMS

The charges payable for the provisions of signal shall be based on the number of STBs issued to you for providing services to the subscribers.

- (i) It is here by clarified that as per TRAI guidelines, we are required to arrange for you bills for subscription fees and other services if any on the subscriber. Such invoices to subscribers shall be raised on or before the 10th (Tenth) day of each month. We may provide a web login to access your invoices for printing and delivering to the subscriber. You shall on receipt of the invoices print the same and hand deliver/provides of copy to each subscriber the invoice for the applicable subscription fees that has been raised to such subscriber in such monthly/quarterly/annual basis as per data available in our subscriber Management System (SMS).
- (ii) On or before the 25th (fifteenth) day of each month, you shall collect from each subscriber the applicable subscription fee, as per the invoice raised. we will raise invoice on you for subscription against content Broadcast Reproduction Rights' Charges (BRR Charges) and dues and services for STBs availed by you .
- (iii) You shall pay the full BRR Charges for each month to us in accordance with the invoice furnished by us. The BRR Charges will be based on the bouquets/channels and other services etc. subscribed by the subscriber .Failure on your part to make payment of the monthly BRR Charges within the due date as mentioned in our invoice shall make you liable to pay interest at the rate of 24 % (twenty four percent) per annum on the due amount for the period of delay in payment of the due amount in full.
- (iv) The imposition and collection of interest on late payment does not constitute a waiver of the your obligation to pay the monthly BRR Charges by the due date, and we shall retain all other rights and remedies under this agreement and/or Applicable Laws, including without limitation, the right to terminate the agreement and disconnect/ deactivate the signal of the Bouquets/channels.
- (v) Payment of all taxes levied will be made by us as per the term sheet. You shall have no right to withhold or claim adjustment /set off monthly BRR Charges under this agreement for any reason whatsoever (including but not limited to by virtue of any of alleged loss of Subscriber, counter claim against us, etc.).
- (vi) Pre – Paid Services
 - (a) You may also offer pre-paid services to your subscribers.
 - (b) If you wish to offer pre-paid services to your Subscribers, you will be provided access to our subscriber Management System (SMS) upon payment of an amount of Rs.2,000/-per subscriber.
 - (c) You will have necessary and required access to activate any channel or bouquet for any of your subscriber.

- (d) Billing for such subscribers will do on pre-paid basis, with you also collecting the billed amount up front from the subscriber and the subscriber would get a confirmation of channel/package being activated.
- (e) The requisite monthly amount will get deducted from the advance amount paid by you to us. You will thereafter be able to do further transactions till there is a minimum credit balance available.

4. TERM AND TERMINATION

- (i) This agreement shall be effective from _____ To _____ .
- (ii) This agreement may be terminated by either party (i.e. the Affiliate or MSO) if the other party:
 - (a) Fails to comply with any of the terms and conditions of this agreement and such failure, if capable of remedy, is not rectified within thirty days (30) of receipt of written notice from the other party; or
 - (b) Goes into liquidation or becomes insolvent either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if are court receiver is appointed in respect of the whole or any part of the assets
- (iii) This agreement can be terminate by us if you don't complete payment arrears for a period exceeding two month.
- (iv) We shall have the right to terminate this agreement, or part there of , by a written notice to you breach any of the anti-Piracy obligations and fail to cure such breach within ten(10)days of being requested in writing to do so .
- (v) We have the right to terminate this agreement if you assign this agreement without a written confirmation by us. Upon receipt of such request for assignment from you, we will give our consent or disapproval not later than three month of such request.
- (vi) You shall have the right to terminate this agreement by giving three month's advance notice to Us of your intention to do so.

5. CONSEQUENCES OF EXPIRY/TERMINATION

- (i) Upon expiry/termination of the agreement:
 - (a) We shall disconnect /deactivate signals of the channels to your Cable Television Network.
 - (b) Each Party shall return to the other Party all documents, confidential information, and other material belonging to the other Party in its possession.
 - (c) You shall return to us such number of equipment (STB) that have been supplied to you for providing services to your subscribers or have been kept in stock with you, failing which, you shall be liable to make payment for the same to us along with interest at the rate of 24 % percent per annum for the period of delay in payment.
 - (d) You shall within seven (7) days of the expiry/termination pay us all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any

accrued here under or prior to the expiration/termination of this agreement)that may be payable to Us under the agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 24%(Twenty four percent)per annum computed form the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full.

- (ii) If any subscriber makes any claim or takes any action against us due to the disconnection or termination of the signals or due to breach and non-remedy of your obligations under this agreement, you shall make good for all costs and consequences for such claim and action which are incurred or suffered by us.
- (iii) Those provisions of this agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this agreement shall survive termination or expiry of this agreement.

6. ANTI PIRACY

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any channel, in whole or in part (Piracy),you shall at all times during the term of this agreement, employ, maintain ,and enforce fully effective security systems for your Cable Television Network and such other measures as may be required .Access granted by you for the channels to subscribers outside the area through your Cable Television Network shall amount to you allowing unauthorized access to the channels.
- (ii) You shall not use any of our STB to demodulate any channels and redistribute the same to any subscriber in analog or digital mode, nor shall they be used to set up a mini head-end for redistribution to subscribers in any cable network and if such an act is found to occur, the same will amount to an act of Piracy. Nor shall you use any alternative MSO or Direct to Home platform STB to deliver any channel that is not being provided by us.
- (iii) You shall not authorize, cause or suffer any portion of any of the channels to be recorded, duplicated, cable cast, exhibited or otherwise used for any purpose other than re-transmission of the channels from our Addressable System.
- (iv) If you become aware that any unauthorized third party is recording ,duplicating, cable casting, exhibiting or otherwise using any or all of the channels for any other purpose, you shall within 10 minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the channels for any other purpose notify Us.

7. INTELLECTUAL PROPERTY RIGHTS

- (i) All Intellectual Property related to the channels shall belong exclusively to their respective Broadcasters of the respective channels or its respective affiliated companies or licensor.
- (ii) You shall not acquire any proprietary or other rights in the Intellectual Property to which the Broadcasters or their associates or subsidiaries
- (iii) You shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of Broadcasters, resembles any of their Intellectual Property. You shall promptly call to our attention the use of

any Intellectual Property, or of any names or marks that resemble any such Intellectual Property by any third party in the Area.

- (iv) You shall not acquire any proprietary or other rights over our marks, and agree not to use our marks without prior written consent taken from us.

8. MONTHLY REPORTING

- (i) We will provide you a monthly statement which will provide details of all your subscribers, the list of services availed of by each subscriber, the billing plan for the subscriber, the amount billed to each subscriber and the payment received from each subscriber.
- (ii) You shall revert with any queries within a period of 15 day's from the date of receipt of the statement or the statement being available on the SMS to our respective office, failing which it is deemed that you have given us acceptance to the contents of the monthly statement.

9. FORCE MAJEURE

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligation under this agreement resulting from force majeure conditions including, cable fault, any equipment fault/failure, satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the television channel to you / your subscribers. In the event of suspension of any obligation under this clause, which extends beyond a period of one (1) month, the party not affected, may at its option, elect to cancel those aspects of this agreement. Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this agreement pursuant to such Force Majeure.

10. NOTICES

- (i) All notices served to you at your latest correspondence address as updated in our records.
- (ii) All communication meant for us must be in writing and be delivered to us at the following address:

M/s Sangli Media Communication

Shop no 1, Kaivalya Appt, Near Vidya Mandir, Brahmanpuri, Miraj, Dist. Sangli Pin 416410

- (iii) Notices will be deemed served 10 days after posting or immediately upon receipt
- (iv) Notices given by registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- (i) The disputes and differences that may arise between the Parties here to in respect of any of the covenants of this agreement or any interpretation there of shall be resolved by the single arbitrator appointed by us and arbitration proceeding in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- (iii) The proceedings of arbitration shall be in English.
- (iv) The governing laws shall be the laws prevailing in India for the time being in force.

Hence the agreement accepted /agreed by both the parties Place:_____

Date:_____

<p>For Sangli Media Communication Sangli</p> <p>Signature:_____</p> <p>Authorized Signatory In presence of :</p>	<p>For Affiliate</p> <p>Signature:_____</p> <p>Authorized Signatory In presence of :</p>
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Schedule-A

- (i) You shall be billed at the below charges per STB based on the active packages per subscriber, on a monthly basis.
- (ii) The below rates can be revised from time to time at our sole discretion and in accordance with the TRAI Regulations.

Package	Per Month Rate* (Ex. Taxes)
FTA	
Silver	
Gold	
Platinum	
Diamond	
HD	

- (iii) You shall be billed on a daily basis for all the active STBs during the month.
 - a. For add-on packages and a la carte channels you will be charged @ 65% of the customer rates (excluding taxes).

Schedule – B- Execution Requirements

1. If you are an individual or a sole proprietor:
 - (i) Photograph of the proprietor of the Operator.
 - (ii) Proof of residence–Passport/Voter's ID Card/ration card/Electricity bills / Income Tax Returns of the proprietor.
 - (iii) Proprietor's self-attested copy of Passport/Voters ID/ PAN Card/Driving License for signature verification
 - (iv) 1 copy each of Postal Registration Number, GST Number.

2. If you are a partnership firm:
 - (i) Certified true copy of the registered Partnership Deed.
 - (ii) Separate powers of attorney signed by all partners authorizing the signatory to sign this agreement and any amendment there to and all related documents on behalf of the Operator.
 - (iii) Photograph of the signatory.
 - (iv) Copy of Passport/Voters ID/PAN Card/Driving license for signature verification at tested by the authorized signatory.
 - (v) 1 Copy each of Postal Registration Number, GST Number.

3. If you are a company:
 - (i) The Certificate of Incorporation–certified by the Company Secretary /Director.
 - (ii) Memorandum and Articles of association of the company.
 - (iii) Board resolution certified by the Company Secretary/ Director authorizing the signatory to sign the agreement and any amendment and all related documents on behalf of the company.
 - (iv) Copy of Passport/ Voters ID/PAN Card/Driving license for signature verification attested by the authorized signatory.
 - (v) Photograph of the signatory.
 - (vi) 1 Copy each of Postal Registration Number, GST Number.

Schedule C1

Area of Operation

Your Area of operation for the purpose of this agreement is / are:

1. _____

2. _____

3. _____

4. _____

ScheduleC-2

Total No. of Subscribers: _____

Detail list of STB is attached derived from SMS