

**COMMENTS ON DRAFT MODEL AND STANDRAD INTERCONNECTION
AGREEMENT BETWEEN MULTI SYSTEM OPERATOR AND LOCAL CABLE
OPERATOR FOR OFFERING CABLE TV SERVICES THROUGH DIGITAL
ADDRESSABLE SYSTEMS (DAS**

By

Lt Col VC Khare (Veteran) , Cable TV industry Observer

Introduction

1. There is need to re-visit a few terms before commenting on the draft ICO :-
 - (a) There is no term such as LCO/LMO in the Cable Act. **Cable Operator** (since at the time of drafting the ordinance in 1994 was operating Headend too and MSO had not emerged) means any person who provides cable services through a cable television network or is otherwise responsible for the management and operation of a cable television network(NOT headend) and fulfils eligibility criteria and conditions. In DAS regime it means a person who does not manage or perform any technical functions of a Headend (turn around, encoding, encryption, multiplexing, modulation, combining and server based subscriber management) and is registered with the Deptt of Posts. If a Headend Service Provider i.e. HSP(a better term than MSO) operates a network of their so called **Direct Points** then is to be treated as Cable Operator for that part of service if registered with the Deptt of Posts.
 - (b) Multi Service Operator means a Cable Operator (since in 1994 there were no MSOs and some cable operators re operating Headends) who has been granted Registration under Rule 11C who receives programming services from a broadcaster or its authorized agencies and re-transmits the same or its own program services for simultaneous reception either by multiple subscribers or through one or more local cable operators and includes his authorized service agencies.
 - (c) Headend Service Provider is deemed to be one either desirous of or has established Headends (for turn around of television broadcast programs whether integrated with own programs or not) and is registered with Ministry of Information and Broadcasting (MIB) under Rule 11C for digitization(encoding, encryption, multiplexing, modulation, combining, transmission over wireline medium, or partially wireless and partially wireliune medium, of such programs for viewing by subscribers managed by suitable Subscriber Management System(SMS) at the Headend to enable/disable viewing of programs through an addressable Set Top Box(STB) at the subscribers premises.

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- (d) Addressability, in simple terms, implies a facility to enable or disable viewing of digital addressable TV programs, transmitted from a DAS Headend over a wireline/wireless distribution network, through an STB selectively and remotely.
2. Hence in any agreement/regulation/instruction concerning HSP, Cable Operator or a Subscriber, terms LCO (Local Cable Operator) and MSO need to be addressed as th ‘Cable Operator’ or ‘HSP’ respectively.

Comments on Draft ICO floated by TRAI

3. **Para 4.3 – Explanation** In DAS the only hardware installed is the addressable STB, provided on lease or hire purchase wherein lien has NOT been transferred to the subscriber under terms and conditions of provision of service. Where the lien has been transferred either due to outright purchase or completion of instalments for hire-purchase, the STB becomes the property of the subscriber and NOT of Cable Operator or HSP.
4. **Para 5.1 Line 1** for ‘channels’ substitute programs.
5. **Para 6.5** – BST, if chosen by the subscriber in the SAF and changed subsequently through 18x365 Customer Care Services.
6. **Para 8.4** - (a) for ‘distribute’ read ‘issue’ and (b) Insert after STB “(duly paired with Subscriber ID, Viewing Card Ser No and Cable Operator ID)
7. **Para 8.5** – Insert after word generate ‘itemized bills showing (1) Basic Tier charges (2) FTA ordered by subscriber over and above BST (3) PAY TV Content Charges; 3.01 ‘a-la-carte’ 3.02 bouquets (4) STB Provisioning charges, if any (5)Sub Total for HSP Services (6) Service Tax (7) Entertainment Tax (8) Any other charges and (9) Tooyal Payable.
8. **Para 9.1**- Delete ‘Copy’ and substitute ‘ Original’ since that kept with the SMS is only admissible in litigation if any.
9. **Para 9.2**- Substitute ‘communicate’ for “entering’.
10. **Roles and Responsibilities Table**

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10.01- Ser No 3 Remarks column Delete word ‘copies’

10.02- Remarks Column After MOP- include “ with details of subscriber(name, subscriber ID filled on first page of MOP, Ser No of STB, Make and Model of STB and ser No of Viewing Card) duly signed and stamped by the HSP.

10.03 – Ser No 6 –Remark Columns- after subscriber insert ‘as well as include in the MOP’. Ideally this should be in barker chasnel, EPG or web site of HSP.

10.04 – Ser No 9 Remarks – Cable Operator cannot do it. UIN is generated in the Application Server whose access is restricted. Subscriber details are contained in the Data Base Server whose access can be provided to Cable Operator on Read Only basis.

10.05 – Ser No 10 Role Column – STB has to be paired and programmed at the Headend before issue to the subscriber. The technician of Cable Operator just interposes the STB between Cable Drop at Subscriber end and the TV domestic receiver, and calls the Customer Care referring Subscriber ID to report installation for activation of service and commencement of billing.

10.06 – Ser No 11 Role Column – Not feasible in India. HSP has no knowledge about Subscribe Relations.

10.07 – Ser No 13 – Remarks Column – After SMS insert ‘through customer care’.

10.08 – Ser No 13- Remarks Column – Cable Operator cannot do it since not provided access to Application Server. They have to request Customer Care to send such message to STB through SMS wherein STB is paired with Subscriber as well as Cable Operator ID.

10.09 – Ser No 20 Role Column– Bills are invariably generated in the SMS if correctly filled SAF is punched into Data Base Server linked with Application Server. Cable Operator can access the generated bill, if authorised by the HSP on the Application Server Proxy and print the same on their own stationery

10.10- Ser No 21 – HSP needs to issue machine numbered receipt books(three leafs for each receipt i.e. TRIPLICATE) for issue to subscriber on collection of

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payment with Cable Operator ID stamped on each receipt. Cable Operator prepares a scroll and uploads the same on HSP web site followed by despatch of hard copy to the HSP

10.11- Ser No 22 Role Column- Not feasible since all subscribers may NOT have e-Mail ID. In practice collection boy of Cable Operator goes to collect payment and should issue the receipt to the subscriber from the receipt book issued by the HSP.

10.12- Ser No 23 Role Column-Needs to be provided on specific requests and ‘On Payment’ separately. Usage based billing is NOT applicable to Cable TV. This is a distinguishing feature with TELCO business.

10.13-Ser No 24 Role Column- Remission of taxes responsibility rests upon HSP since their Headend operates the SMS, generates bills and keeps record of services provided and billed. There is a High Court ruling on this interpretation.

11. **Para 12.2** Liable for perinneeal differences/litigation. Bills are invariably generated in the correctly installed, commissioned and tested SMS. Physical printing of bills at the Headend or the Cable Operator location is a business decision which may be enshrined in the ICO. All account statements have to be submitted by the Cable Operator to the HSP, details updated in the SMS and Cable Operator dues apportioned for direct credit to Cable Operator’s account.

12. **Para 12.3** Why such a doubt ? Bill is being issued by the HSP. Printing can be delegated to Cable Operator in case payments are collected by the Cable Operator with exception to an ON LINE payment by subscriber to the HSP or through RTGS transfer.

13. **Para 13.1(i)-** Disconnection by6 Cable Operator NOT feasible in correctly installed SMS in DAS environment. Subscriber is borne on the list in the SMS at the Headend , operated by the HSP. Programs are encrypted at the Headend and ECM+EMM issued at the Headend for STB to decrypt managed by CAS and SMS servers. STBs are arranged by the HSP and subsequently paid for by the subscriber. Only eventuality for dis-connection is in default of payment of bills(included in the terms and conditions of service and printed on reverse of the SAF as well as warned in bills printed) or on request by Subscriber to change HSP.

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14. **Ser 14.4** – To be re-constructed in line with suggestion on 14.3.

15(**a** **Ser 15.2**- add' STB' after subscribers.

(b) Ser 15.2- For disconnected substitute ‘Disabled for viewing from the Headend for LIFE without prejudice to prosecution for default.

16. **Definitions and Interpretation Schedule**

(a) Consider simplifying and amend to read ‘Addressable System means a facility in DAS to enable or disable viewing through the STB remotely and selectively’.

(g) Line 2 – substitute ‘generation’, with ‘transport stream’

(h) Channel or TV Channel needs to be modified as TV content broadcaster.

(y) Set Top Box – Line 2 insert ‘receiver’ after Television.

(bb)Line 3 and 4 delete ‘channels’ and substitute ‘ programs’

(dd)Trunk Lines For ‘signals’ substitute ‘program streams’ AND insert after end – ‘i.e. the PoP (Point of Presence) of the program streams transmitted over the wireline medium by the HSP in the proximity of Cable Operator’s network’.

Conclusion

17. The ICO standard suggested draft was omitted in TRAI Regulations No 9, 12 and 13. Probable reason possibly being change in definition of PAY TV content in DAS (content for which MSO has to pay to the Broadcaster) , against content in CAS(content for which subscriber has to pay to the broadcaster). This resulted in disappearance of Subscriber and Cable Operator as entities in revenue flow chart for computerisation and determination of Cable Operator’s share against each item in the itemized bill as mandated for DAS..

18. Cable Operators alleged that MSOs drafted one sided and arbitrary ICOs for Cable Operators to sign which they resisted. It is believed that this draft is in response to a judgement by Mumbai High Court.

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19. Most Cable Operators do NOT seem to be interested in DAS implementation. They don't want true connectivity to be revealed and would be happy if a simple monthly fixed subscription basis business arrangement is instituted in the revenue flows. The situation has also been messed up because STBs are not programmed before issue to the subscriber and MIB has been insisting on statistics for number of STBs installed as in index of DAS implementation.

20. Most Cable Operators are NOT management e3ducated and do NOT run organized offices. They appear to be ignorant on fine prints understanding of Cable Act, Rules and Regulations. HSPs (popularly called MSOs at variance from connotation in Western Countries where MSOs provide multiple services such as Voice, Broadcast video, VOD and Data) havbe NOT upskilled them and their staff. The result is the subscriber does'nt understand DAS and does'nt know Cable Operator, MSO or Broadcaster. Subscriber only knows the technician who installed the STB and visits regularly for collections too. Most subscribers have the technician, popularly called the CABLE WALA, contact details.

21. Besides these comments another suggested draft for the ICO is being forwarded to TRAI.

(DRAFT)

TECHNICAL AND COMMERCIAL INTERCONNECTION AGREEMENT AGREEMENT (DAS)

This Technical and Commercial Interconnection Agreement alongwith its Schedules and Annexures is executed on this ____ day of ____ by and between :

M/S _____, a company incorporated under Companies Act 1956, having its registered office at _____ {hereinafter referred as Headend Service Provider, i.e. HSP,, also popularly connoted as 'multi service operator (MSO)}' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns} of the ONE PART

AND

M/S _____ a _____, having its office at _____ owned by _____ carrying on the business of CABLE SERVICE in the name ande style of _____ (hereinafter referred to as an affiliate, which expression shall unless repugnant to the context or meaning thereof, be deemed to include the successors in business and permitted assigns, legal heirs executors of the OTHER Part.

WHEREAS

A -The Headend Service Provider (HSP) is engaged in the business of distribution of television programs through a Digital Addressable System in the areas notified by the Central Government under section 4A(1) of the Cable Networks Regulation Act 1995 Amendment 2011.

B- The affiliate is registered as a Cable operator with the local post office having its postal registration No _____ dated _____ - and is authorized to provide Cable TV Service to subscribers connected on the affiliate's Cable TV network (Optical fiber and/or coaxial cable) connecting subscribers in the territory spanned by such network.

C- The parties have mutually agreed to execute this agreement between them to govern the rights and obligations in regard to the subscription and description of Television programs in the territory served by the network.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, constituting good, valuable and feasible consideration, the Parties agree as follows :

1. DEFINITIONS/CONNOTATIONS

The words and expressions used in this agreement shall have the meanings as assigned to them and described as under:.

1.1CABLE OPERATOR means a person or a group of persons, registered with the Department of Posts, who provide cable service (transmission by cables of programs of any television broadcasts, satellite casted, terrestrial telecasts, integrated at headends or server based when encoded, encrypted, mulktiplexed, modulated and transported in digitally addressable format at the DAS Registered Headend with the MIB) through a cable television network to

subscribers who applied to receive such programs, transmitted over wireline medium, by a DAS Headend, through an application form.

1.2 Cable Television Network means any system consisting of closed transmission paths and associated digitally addressable television content including but NOT limited to Headend and HFC network (designed to provide cable service for reception by multiple subscribers), terminating into subscribers dwelling premises.

1.3 'DAS area' means areas where in terms of notifications issued by the Central Government under sub section 1 of section 4A of the Cable TV Networks Regulation Act 1995, it is obligatory for Headend Service Provider to transmit or re-transmit television programs, authorized in the list of such programs with the MIB, in an encrypted form through a digital addressable system.

1.4 Free to Air (FTA) programs are those for which the HSP is NOT required to make any payment to the Broadcaster when transmitted over Cable TV Network connected to Headend of the HSP.

1.5 Headend Service Provider, popularly also referred as Multi System Operator, granted permission under Rule 11C of Cable TV Networks Regulation Act 1994, who receives television programs from a broadcaster or their authorized agents, to re-transmit the same along with their own programming services, after encoding, encryption, multiplexing, modulating, authenticating viewing by authorized viewers through digitally addressable set top boxes, simultaneously or through Cable Operators and includes their authorized agents by whatever name called.

1.6 ICO (Inter Connect Offer) concluded by HSP specifying terms and conditions on which Cable Operator may seek interconnection of programming services from the HSP.

1.7 PAY TV programs are those for which the HSP has to pay to the Broadcaster at rates as well as terms and conditions mentioned in the RIO (Reference Interconnect Offer) signed between the Broadcaster and the HSP.

1.8 Program means any television program and includes :

(a) Exhibition of Motion Pictures, feature films, dramas, advertisements and serials through video casset recorders, video compact disc players or captured from storage in a server.

(b) Any audio, or video or audio-visual live performance or presentation and the expression 'programming service' shall be construed accordingly.

1.9 Set Top Box (STB) means a device which is connected to coaxial cable TV service feed from Cable Operator on input side and domestic Television Receiver on the output side enabling the authorized subscriber to receive and view digitally addressable programming services from the HSP directly or through their Cable Operator.

1.10 Subscriber means any subscriber who receives addressable television programming service from HSP directly or through their linked Cable Operator for viewing in the dwelling unit at the address/location intimated to the HSP in the application form, i.e. domestic purposes, and neither transmits nor facilitate any such further transmission outside the dwelling unit.

1.11 Subscriber Management System (SMS) means a system comprising of devices which store subscriber data containing details with respect to name, address, subscriber ID, linked Cable Operator ID, viewing choices of the subscriber, paired STB and Viewing Cards for authorization of the programming service, activation or de-activation details of the STB, rates to be charged for the programs authorized for viewing, logs of all actions taken regarding provision of service and issuing itemized monthly bills and record of payments (invoices raised, amounts paid including discounts, if any allowed) received against all such bills for the subscriber..

2. PROVISION OF SERVICE

2.1 The Headend Service Provider(HSP) hereby grants to the Affiliate and the the Affiliate hereby accepts from the Headend Service provider, the right to receive from the HSP, Digitally Addressable Cable TV Signals through the TRUNK wireline (Optical Fiber and/or coaxial cable) for further instant and real time re-transmission by the affiliate to the subscribers connected on the network in the territory on the terms and conditions herein set out.

2.2 The HSP shall make available TV programs to the affiliate based on demand derived from application forms submitted by the subscribers through the affiliate as per prevailing norms, policies applicable laws, regulations, notifications, directions of concerned authorities so as to make the service wholesome and subject to commercial feasibility. The HSP shall prepare a list of programs transmitted from the Headend on the trunk line to be received at the reception node on the affiliate's network for further real time transmission and reception by subscribers. This shall include Basic Service Tier (BST) comprising of 100 Free to Viewer TV programs under the law for viewing in the authorization of the Set Top Box installed at the premises of the subscriber. The charges for BST, as on date, are Rs 100/- per month per subscriber per month exclusive of taxes. If any subscriber chooses to order more than 100 free to viewer programs, then those shall be charged at rates mentioned in the list over and above the BST charges of Rs 100/- per month per subscriber. PAY TV programs shall be chargeable at rates mentioned in the list from which selected by the subscriber on bouquet or 'a-la-carte' basis. . If any program on the list is not received and/or transmitted by the HSP for reasons not solely attributable to HSP, Affiliate will NOT hold HSP responsible for the same.

2.3 Based upon conclusion of this agreement, Cable Operator's ID for the Affiliate shall be created in the SMS of the HSP to be linked with each itemized monthly bill generated by the SMS at the Headend. This ID will facilitate automatic electronic transfer of Affiliates share in the revenue generated by each bill paid in the SMS. +

3. BILLING AND PAYMENT

3.1 The BST, restricted to 100 FTA programs, is chargeable from the subscriber @ Rs 100/- per subscriber per month.

3.2 Any FTA programs ordered by the subscriber, in excess of 100 programs, shall be payable by the subscribers at rates mentioned in the list.

3.3 PAY TV programs, bouquets or 'a-la-carte', too shall be chargeable from the subscriber at rates mentioned in the list, also exclusive or taxes.

3.4 Entertainment Tax and Service Tax are levied on the billed amounts for each bill.

3.5 Set Top Box provision charges (outright purchase, renting or hire-purchase amounts accruing as the case may be) too shall be billed.

3.6 Itemized bills shall be generated for each subscriber mentioning Subscriber ID, Cable Operator ID, Set Top Box Ser No and Viewing Card Ser No every month payable by_____. Provision can be made to print the itemized bill on Affiliate's stationary mentioning particulars of HSP also.

3.7 Share of affiliate on itemized bills, for computerized re-appropriations, shall be as under :-

3.7.1 Basic Tier _____%

3.7.2 Additional FTA, over and above BST, _____%

3.7.3 PAY TV _____%

3.7.4 STB Provision _____%

3.7.5 Consideration on Booking Advertisements _____%

3.7.6 Other Shares in Services _____%

3.8 Any short fall in amount billed to the subscriber shall be debited to the Affiliate's account unless regularised by HSP's Accountants.

3.9 The HSP shall give due notice of any change in rates chargeable in the bills of a minimum of 21 days to be communicated by the Affiliate to the subscribers. In addition such revisions shall be posted on the web site of the HSP as well communicated through mandatory customer care. Such information should also be posted on the Home Page of the EPG for the service.

3.10 The HSP shall generate, every month a statement of account showing:-

(a) Period Covered by the Statement of Account

(b) Particulars of Cable Operator with ID

(c) Subscriber-wise list of Subscriber Name, ID amount billed. Bill No and Amount Received and Difference.

(d) Total amount billed for the period for subscribers on Affiliate's Network.

(e) Total Amount Received

(f) Difference

(g) Difference Credited/Debited to Affiliate's account.

3.11 The HSP shall NOT bear any liability for Income Tax Payable by Affiliate on amounts appropriated to Affiliates account as amounts payable for providing the service. However TDS may be deducted and Certificates of Deduction at source may be issued..

4. CARRIAGE CHARGES

No charges shall be payable by the Affiliate to the HSP. However, if mutually agreed, share of affiliate in the carriage fee collected by HSP from broadcasters may be ____%. Such accruals cannot be linked to subscriber bills and shall be appropriate3d at the SMS in the Headend with details reflecting in the Cable Operator's Account.

5. SECURITY DEPOSIT

The Affiliate shall deposit with the HSP a sum of _____(Rs_____) as non-interest bearing security deposit. This security deposit may cover the cost of set top boxes provided by the HSP. At the time of expiry or termination of this agreement, the Affiliate to refund the amount of security so deposited, subject to adjustment of arrears of bills, and/or any other payments due from the Affiliate. This shall be settled within 30 days of expiry/termination of agreement.

6. TAXES

The HSP and the Affiliate shall be responsible for payment/deposit of all taxes, levies, charges and penalties levied or imposed by or under a statute, law, regulations, relating to Services which are due to be paid by them, respectively.

7. DEFAULTS

7.1 Without prejudice to such rights and remedies that the HSP may have in law or under the provisions of this agreement, the HSP shall have the right :

- (a) To disconnect the services to the Affiliate subject to compliance of applicable rules, regulations, directions or orders of the competent authority.
- (b) To terminate this agreement, subject to compliance of the applicable laws in force.
- (c) To charge simple interest at the rate of 15% per annum from the date such amounts became due until they are fully or actually paid.
- (d) To appoint another affiliate, other than the defaulting Affiliate, for the territory. Provided that the HSP, may at their discretion, waive its right to disconnect the service

and to terminate the agreement, upon such terms and conditions as the HSP may deem fit and proper, which shall interalia include the receipt by the HSP:

(i) Of entire arrears of subscription amounts, together with simple interest accrued thereupon, at the rate of 15 % per annum from the date immediately succeeding the due date, till they are fully paid. : and

(ii) reasonable re-connection charges as may be mutually decided.

7.2 Upon disconnection of service as mentioned in clause 7(i) above , whether accompanied by termination of this agreement or not, the Affiliate shall be able to deposit forthwith all sums payable by the Affiliate to the HSP. In case of termination accounts shall be settled within 30 days, and for delayed payments by either party, simple interest at 15% per annum shall be charged.

8 AFFILIATES COVENANTS

The affiliate hereby undertakes that it shall be responsible for :

- 8.1 Completion of Application Forms for DAS TV Services from Subscribers, new or already existing, showing them the rate list, getting signatures of the subscribers under his certification, collection of first payment for the service ordered, forwarding the same promptly to the HSP, alongwith associated payments, duly countersigned by the affiliate for expeditious processing of the same. This would include physical verification of the address of the subscriber with ID and Address proof.
- 8.2 Upon submission of the application form, getting subscriber ID created for release of an STB paired with the customer and Affiliate ID and authorized to enable viewing of FIRST choice of program as mentioned in the application form.
- 8.3 Arranging installation of STB released against the subscriber ID at subscriber premises and getting installation report completed with readings of BER and C/N at 47, 550 and 862 MHz, with endorsement by technicians acknowledged by subscriber having informed subscribers about features of STB, EPG, Customer Care Contact NHos, Complaint booking and Redressal etc as per TRAI regn No 12 and 13 of 2012.
- 8.4 Instructing technicians installing STBs to inform Customer Care about installation of STB and getting it activated by communicating Subscriber ID, STB Serial No and Smart Card Ser No.
- 8.5 Providing HSP the details of technicians on roll and their association with subscriber from installation report or area allocation so that on receipt of a complaint the same technician is scheduled from central SMS. Weekly off data, technician wise to be fed in the customer care for scheduling technicians and generating trouble ticket.
- 8.6 Protecting, safeguarding and maintaining services provided to the existing and prospective subscribers.

- 8.7 Ensuring that only STBs approved by HSP and compatible with the network and SMS are deployed in the network by the technicians.
- 8.8 Neither transmitting or re-transmitting or mixing any content which is NOT transmitted from the Headend and included in Program Allocation Table of MPEG System in use.
- 8.9 Not providing any feeder line from their node to any other cable operator, commercial establishment, institution or any other person, association of persons (whether registered or un-registered) without knowledge of the HSP.
- 8.10 Inspecting the STBs and Smart Cards with subscribers, on a sample basis, every month so as to ensure that STBs and Smart Cards are NOT altered, tampered, misused, replaced, removed or shifted without written consent of the HSP from their recorded and installed address.
- 8.11 Neither performing nor inducing another person to perform or offer to perform any piracy or other such activity which has the effect or shall have the effect of or which shall result into infringement and violation of logo and copy rights of the HSP, the Broadcaster or any other person associated with cable network casting of the television content.
- 8.12 Intimating the HSP promptly about any alteration, tampering with the Hardware, including the seal, misuse, replacement, removal and shifting of the STB without written consent of the HSP from their respective installed addresses and also about the use, either before or after the STBs of any decoding, receiving, recording, equipments, counterfeit STBs, Smart Cards or any such item which enables without the use of duly paired STB, Smart Card and Subscriber ID.
- 8.13 Not providing any connection to any person for further re-transmission of Cable TV signals for any purpose. Also ensuring that no signal transmitted or retransmitted is received, directly or indirectly, transmitted or re-transmitted from any third party.
- 8.14 Neither recording nor re-transmitting Cable TV signals or otherwise blocking or adding or substituting or otherwise tampering with signals being transmitted by the HSP with their Trunk line or assisting any other person to do so.
- 8.15 Assisting all reasonable cooperation, to the HSP to enable conduct of inspections so as to satisfy the HSP about fulfilment of conditions on part of the Affiliate in this Agreement.
- 8.16 Providing to the HSP, true and accurate information about details of subscribers and sub-operators, if any, within two weeks of signing this Agreement and thereafter upon occurrence of changes in this information.
- 8.17 Conducting a physical verification independently when any STB is to be relocated about the address and such confirmation to the HSP to effect the change in the SMS at the Headend

8.18 Undertaking to HSP to maintain and continue to maintain their Postal Registration Certificate renewed from time to time in accordance with Cable TV Networks Regulation Act 1995 as amended from time to time.

9 RIGHTS AND OBLIGATIONS OF THE HSP

9.1 Carrying out modifications, if necessary, in the transport network for Signals transmitted from the Headend, including but NOT limited to changing optical fibre or coaxial cable, if applicable, along its path to the territory of the Affiliate to ensure delivery of prescribed parameters regarding the signal to be received by the Affiliate.

9.2 To establish 18x365 Customer Care and educate the Affiliate, their technicians and the subscribers about the contact details and facilities available at such Call Centre.

9.3 To establish and instal SMS (Subscriber Management System) at the Headend to facilitate viewing of aothorized programs only by the STBS installed at the subscriber premises. Including but NOT limited of generation of Finger Prints for piracy detection if any and associated investigations.

9.4 To ensure that only STBs conforming to BIS are allowed to be installed and activated through the SMS at their Headend.

9.5 To make physical verification about location of subscriber on the network as recorded in the SMS.

9.6 To assist in anti-piracy investigations initiated by the Broadcasters in HSPs as well as Affiliates portion of the Network and prosecution where necessary.

9.7 To disable STBS reportedly detected as involved in piracy on intimation from Broadcasters and inform the Affiliate about such action.

10 PREVENTION OF PIRACY

10.1 The affiliate shall not indulge or allow any person to indulge or involve in reverse engineering any technology used in the STB or any component thereof nor shall they allow connection of the STB to any other hardware such as a mini headend for re-transmission of HSP's Headend Signals.

10.2 Affiliate shall represent, warrant and undertake that all STBS and Smart Cards as provided by the HSP are installed as a pack only a t the designated address in the Subscriber Application Form.

10.3 Affiliate shall insist with the HSP that STBS, Smart Card , Subscribner ID and Cable Operator ID are and remain paired in the SMS at the Headend of the HSP, so that during any investigation of reported piracy the STB, its location and Affiliate get linked through the Finger Print generated for such purpose.

10.4 Affiliate shall upon intimation about piracy assist in getting the rogue STB disabled by the HSP and assist in prosecution proceedings to follow, if any.

11 DISCLAIMER AND INDEMNITY

11.1 In no event, either the HSP or their employees shall be liable to the Affiliate or to any subscribers of the Affiliate for any person or any indirect, special, incidental or consequential damage arising out of a connection with the disruption, interruption or information for any indirect or consequential loss or damage, whether or not attributable to any act or omission of the HSP or their employees or otherwise.

11.2 Affiliate shall indemnify the HSP from all cost, expense and damages by reason of any claim, action or proceedings from any third party or from subscribers for any inconvenience, loss or annoyance caused to them due to any default of the affiliate or termination of the Agreement or suspension of services due to Affiliate's breach.

12 TERM AND TERMINATION

12.1 The Agreement until terminated shall remain in effect.

12.2 This Agreement can be terminated by either party 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 30 days of receipt of written notice of such failure from the other party.

(b) goes into liquidation or becomes insolvent either compulsorily or voluntarily (save for the purposes of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of their assets.

12.3 This Agreement can also be terminated if the Affiliate indulges in, or allows or induces any person to indulge in Piracy after following the procedure prescribed in Schedule I of the TRAI Regulation No 9 of 2012 and Amendments made thereto from time to time

12.4 In case of default by the Affiliate, the HSP may instead of terminating the Agreement, suspend the transmission of the Cable TV Signal after complying with the requirements under regulations made by TRAI in this regard, without any liability, responsibility or obligation to any subscriber for such period until the Affiliate rectifies the default.

12.5 In the event of termination, the Affiliate shall pay all amounts due and payable by the Affiliate to the HSP upto the date of termination.

12.6 The Affiliate, within 5 days of expiry or termination of this Agreement, in terms of provisions mentioned herein, hand over to the HSP all properties and assets belonging to the HSP which are in possession of the Affiliate. The Affiliate shall also be liable to make good all losses and/or damages caused to such properties

belonging to the HSP in the custody of the Affiliate within 7 days of termination of this Agreement.

12.7 The expiry and termination of this Agreement shall be without prejudice to the rights which have already accrued to either party.

12.8 Upon termination of this Agreement, the parties may, by mutual consent, revive this agreement through a written document to such effect clearly referring to the Agreement, its termination and revival.

13 GOVERNING LAW AND DISPUTE RESOLUTION

13.1 The rights and obligations of the Parties under the Agreement shall be governed by the laws in India.

13.2 The Parties agree that they shall not seek injunctions or any interim/ad-interim orders from any court or judicial tribunal/authority in India with respect to any claims, disputes or differences between the Parties arising out of this Agreement save and except before TDSAT (Telecom Disputes Settlement and Appellate Tribunal). The PARTIES agree that all disputes between the PARTIES shall be resolved solely through the proceedings instituted before the TDSAT.

14 FORCE MAJEURE

14.1 Force Majeure connotes act of GOD, earth quake, tides, storm, flood, lightning, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attacks, riots, war like situation or enactment of any law or rules and regulations by the Authorities, or any circumstances beyond the 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 thereby.

14.2 Failure on the part of the HSP/Affiliate to perform any of its obligations, shall not entitle either part to raise any claim against the other or constitute a breach of Agreement to the extent that such failure arises out of an event of the Force Majeure.

15. NOTICES

Any notice to be served on any party by the other shall be deemed to have been validly sent if despatched by REGISTERED POST ACKNOWLEDGEMENT DUE (RPAD) or through private courier services when mentioned in the courier consignment note with proof of delivery (POD) solicited at the address mentioned at the beginning of this agreement or any changes in address intimated in writing and such communications annexed to this Agreement.

16 MODIFICATIONS

This Agreement cannot be modified, varied or terminated except when so done in writing. Any variation in the Agreement, including Addendum Agreements, Annexures, schedules or

any other document, called by whatever name, but executed relating to this Agreement, shall have to be mutually agreed to in writing and executed by or on behalf of the Parties.

17 BINDING EFFECT

17.1 The Parties shall also bind their employees, officers, advisors, managers , associates, contractors, agents authorized persons and other similar categories who are involved in conduct of the activities under this Agreement.

17.2 This Agreement modifies all prior understanding of the Parties as to the subject matter hereof and shall not be amended except in writing by both the Parties.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands to this Agreement on the date and year appearing hereinabove.

Signed on behalf of the Headend Service provider

Signed on Behalf of the AFFILIATE

Witnesses