MEGHBELA CABLE & BROADBAND SERVICES PVT. LTD (MEGHBELA)

"REFERENCE INTERCONNECT OFFER ("RIO") FOR PROVIDING ACCESS TO MEGHBELA'S NETWORK TO THE BROADCASTER FOR CARRIAGE OF CHANNEL(S) IN DAS NOTIFIED AREAS.

Pursuant to Clause 8 of Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2017 (hereinafter referred to as "the Regulations")

The terms mentioned in this Reference Interconnect Offer (RIO) are terms 7 conditions binding on the BROADCASTERS desirous of accessing the network of MEGHBELA in DAS notified areas for carriage of the agreed Channel(s) pursuant to the request made by the Broadcaster to MEGHBELA. On acceptance of which the parties may execute this Carriage Agreement containing all the terms and conditions to enable the Broadcaster to access the network of MEGHBELA in DAS notified areas for carriage of the agreed Channel(s).

1.	**Definitions**	In this RIO, unless the context otherwise requires, the words used in this RIO shall have the meaning ascribed in ANNEXURE-I attached herewith.
2.	**Term**	Unless otherwise terminated earlier as per the terms and conditions of this RIO/Agreement, this RIO shall be valid for a period of one (1) year ("Term"), commencing from _______________ (effective date) and Ending on ______. If the Parties hereto wish to renew this Agreement on the expiry of the Term, both Parties shall enter into discussions at least sixty (60) days prior to the expiry of the Term with a view to enter into a new agreement on mutually agreed terms with effect from the expiry of this Agreement. However, this agreement will be deemed as automatically renewed for a successive period of one year until a new agreement is signed and/or unless either party gives written notice of its intention not to renew the agreement before expiration of the current Term. It is further agreed that in case a new agreement is signed after the expiry of this Agreement the new agreement shall be valid from the immediate next date of the expiry date of this Agreement.
3.	**Territory/Areas**	As mentioned in Annexure II
4.	**Channel(s)**	As mentioned in Annexure III
5.	**Access to Network of MEGHBELA**	In order to enhance/maximize the reach and viewership of its its Channel(s), the Broadcaster approached MEGHBELA & requested for accessing network of MEGHBELA within the Territory for carriage of Channel(s) of the Broadcaster during the Term. Pursuant to the said request, MEGHBELA hereby agrees to provide access to its network and carry the Channels(s) within the Territory from Effective Date during the Term for a

		consideration specified in Clause _____ herein below.
6.	**Rights of MEGHBELA**	The Broadcaster hereby grants to MEGHBELA, the non-exclusive rights during the Term of this Agreement: (a) To receive signals of its Channel(s) (b) To decrypt (if the same is in encrypted form), encrypt (without interfering in its content) (c) To carry the Channel(s) either directly and/or through its authorized cable operators on its Cable TV network within the Territory for reception by the Subscribers through SPE, which may or may not have storage capacity. (d) To sell/market the channel(s) on ala-carte basis and/or as part of any one or more of the packages of channels as per the terms of the Regulations. (e) Subject to Regulation and MRP as declared by the Broadcaster, to charge such price from the Subscribers [for subscribing the channels/package], as may be decided by MEGHBELA and offer discount on MRP at is sole discretion from time to time. It is explicitly made clear and understood by the Broadcaster that Broadcaster does not have any right to receive any share of subscription charges received by MEGHBELA from the Subscribers subscribing the Channel(s) or package comprised of Channel(s), unless otherwise stated in the Regulation. It is also made explicitly clear and acknowledged by the Broadcaster that MEGHBELA has no obligation or liability to pay any subscription charges to the Broadcaster under this agreement/RIO, whether such Channel(s) is a free to air channels or a Pay channel and/or a bouquet thereof, unless a separate subscription agreement is signed for subscribing the channels. (f) To carry the Channel(s) as per the genre of the channel(s) as specified by the Broadcaster in accordance with extant regulation. MEGHBELA shall have the sole right to assign the LCN and also change the same as per the terms of this Agreement/RIO and in compliance of the Regulation. (g) MEGHBELA shall always have full flexibility in terms of packaging the Channels in any of its consumer offerings/packages/tiers/a-la carte including putting the Channels in one or more tiers / packages / consumer offerings. (h) MEGHBELA shall have the right to suspend the services pertaining to carriage of the Channel(s) on its network immediately, if the BROADCASTER is in breach of the provisions of the applicable laws, rules and regulations and/or the terms and conditions of this Agreement/RIO till such time the breach is cured.

7.	**Obligation of The Broadcaster**	(a) The Broadcaster is responsible for the content and all the obligations, fee and payment 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, authorisation 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 MEGHBELA. In event of Broadcaster failing to arrange for signals of the stipulated quality/standard, MEGHBELA 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 issued by TRAI from time to time. (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 positioning of the Channel(s), the Broadcaster shall provide 90 days prior notice to MEGHBELA. (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 MEGHBELA or two months carriage fee as lastly paid by the Broadcaster to MEGHBELA. (f) BROADCASTER would provide IRD/professional IRDs and other requisite equipment's to MEGHBELA CABLE & BROADBAND SERVICES PVT. LTD. for receiving and decrypting the Channel(s). (g) BROADCASTER shall provide its programming schedule at least 15 days in advance for the purpose of inserting the same in Electronic Programming Guide. (h) 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.

		(i) The Broadcaster would independently make its best effort to promote and market its Channel(s) in the territory through various means including via public relations, trade related activities or otherwise. (j) The Broadcaster hereby undertakes to indemnify MEGHBELA against any loss, damages, costs and expenses (including legal expenses) or otherwise, in case any action is brought by any party against MEGHBELA concerning any programme, advertisement or any other material broadcast through the said Channel(s) or any breach of the obligation of the Broadcaster, terms and conditions, representation & warranties of the Broadcaster. If for any reason the Broadcaster does not comply with applicable laws/ code s/ regulations, MEGHBELA 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.
8.	**Carriage Fee**	(a) In consideration of providing access of its network by MEGHBELA within the Territory for carriage of Channel(s) of the Broadcaster during the Term, the Broadcaster shall pay Carriage Fee for each channel the price per subscriber (per STB) per month as per the computation made in accordance with Annexure V of this Agreement/RIO, which shall be payable within fifteen days of receipt of the invoices for the respective quarter (Due Date). (b) In addition, the Broadcaster shall be liable for the payment of all applicable taxes, cesses, etc. including service tax, as may be applicable on the Carriage Fee payable by the Broadcaster to MEGHBELA. (c) The payment of Carriage Fee shall be subject to deduction of Income Tax at source (TDS) at applicable rates, for which necessary TDS Certificates shall be issued by the Broadcasters within thirty (30) days from the date of deduction of the same by the Broadcaster from the Carriage Fee. (d) The payment of Carriage Fee shall be made by the Broadcaster either by (i) Demand Draft in favour of " **Meghbela Cable & Broadband Services Pvt. Ltd** " payable at par or (ii) by electronic wire transfer into MEGHBELA's designated Bank Account accompanied by documentary evidence certified by the Broadcaster's bank that the payment has been transferred to MEGHBELA's account post TDS. (e) If the Broadcaster fails to pay the Carriage Fee to MEGHBELA on or before the due date(s), then without prejudice to any action which may be taken by MEGHBELA under the applicable Statute/Regulations etc. for the time being in force, the Broadcaster shall be liable for the payment of interest @18% per annum during the period of such delay beyond the due date(s).

		(f) The Carriage fee shall be calculated as per the sub-regulation of (1) of regulation 8 of the Regulation in accordance with Schedule I read with Schedule VII set out therein and provided in Annexure V of this RIO/Agreement. (g) As required under the Regulations, the conditions relating to, including but not limited to Target Market, rate of carriage fee per month, average active subscriber base of SD STB and HD STB 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 MEGHBELA and other necessary condition shall form part of this RIO/Agreement.
9.	**Representations & Warranties**	**Broadcaster represents, warrants, declares, undertakes and agrees that it :** (a) is the sole, absolute, exclusive and unencumbered legal owner of the Channel(s) which it is exhibiting, broadcasting and retransmitting through the network of MEGHBELA within the Territory. (b) has valid and subsisting rights including copyrights contained in the content that Broadcaster(s) shall broadcast, exhibit and retransmit through the network of MEGHBELA from time to time. (c) the exercise of rights accruing though the Channel(s) which Broadcaster is exhibiting and/or retransmitting through the network of MEGHBELA, shall not in any way constitute any infringement of the intellectual property rights, copyright, trademark, moral right or other proprietary right or interest or any other rights of any third party, nor shall it be defamatory, contempt or breach of any provision of the statute, or hurt sentiments of any religious groups or the declared policy of the State. In the event of unforeseen circumstances, Broadcaster shall immediately and promptly respond and do all that which may be necessary to resolve the issue in addition to indemnifying MEGHBELA as to the same and hold MEGHBELA indemnified and harmless against all claims, damages, costs and expenses including but not limited to attorney's fees arising out of any breach of the foregoing. (d) Broadcaster hereby undertakes that if, upon issuance of a public notice by the Broadcaster in respect of the Channel(s) which Broadcaster is exhibiting and/or transmitting in the network of MEGHBELA or otherwise, any objections and/or claims are raised by any third party, Broadcaster shall at its sole responsibility and liability, as to costs and consequences, remove such objections and/or defend such claims in addition to indemnifying MEGHBELA against any claims, loss, damage costs or expenses including but not limited to attorney fees arising out of such objection and/or claim.

		(e) Broadcaster has complete authority to deal with/in relation to exhibition, transmission and broadcast of the Channel(s) and there is no present or prospective claim, proceeding or litigation in respect of the Channel(s) which may in any manner impair, limit, inhibit, diminish or infringe upon any or all of the rights of the content that Broadcaster exhibits, transmits and broadcasts and distributes through MEGHBELA's network. (f) Without prejudice to Indemnity Clause as mentioned herein, Broadcaster shall also indemnify MEGHBELA in case of any breach of these RIO/Agreement, for any loss, harm, injury, damage that may/shall be caused to MEGHBELA due to any act, omission, commission by Broadcaster
10.	**Consequences of termination**	**Upon the expiry or termination of this Agreement/RIO, except as provided hereunder or by the operation of law or otherwise**, (a) all rights granted to and obligations undertaken by, the parties hereunder shall terminate immediately except obligations of Broadcaster to forthwith pay the Carriage Fee, including interest if any thereon, which are due and payable by the Broadcaster till the date of expiry or termination of this Agreement. (b) It is clarified herein that the termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination and/or such clause which by its very nature extends or applies to the Parties even after Termination.
11.	**Trade Marks**	The Broadcaster hereby grants to MEGHBELA a non-exclusive license to use, the Trade Marks/Logos during the term of this Agreement/RIO.
12.	**Force Majeure**	Failure on the part of the either party to perform any of its obligations and the non provision of the access of its network by MEGHBELA for carriage of Broadcaster's Channel(s), shall not entitle the other party to raise any claim against the either party or be a breach hereunder to the extent that such failure arises from an event of force Majeure. Force Majeure will include any war, civil commotion, governmental action, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of the either Party. It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of force Majeure. If the condition of Force Majeure shall continue for a period exceeding forty five (45) days, then the Parties shall meet to decide upon the future performance of the Agreement. If the Parties are unable to agree upon a plan for future performance then the Agreement shall be terminated upon notice of either party to the other, after the expiry of three (3) weeks from the date notice.
13.	**Applicable Law and Jurisdiction**	(a) This Agreement shall be exclusively governed by the laws of India.

		(b) It is clearly understood and agreed that the provisions of the TRAI Act & Regulations made there under, from time to time, and any regulation / policy laid down by Ministry of Information and Broadcasting, India from time to time shall be completely applicable to the present Agreement and none of the clauses contained herein shall be interpreted in a manner as may be in derogation of the said provisions and Regulations (c) The Parties acknowledge that TDSAT shall have exclusive jurisdiction in respect of any dispute between the Parties arising in connection with this Agreement (subject to any appellate relief that may be sought in any court of competent jurisdiction in Delhi). In the event any claims fall outside the jurisdiction of TDSAT, they may be referred to any court of competent jurisdiction in Delhi.
14	**Miscellaneous**	This Agreement constitutes the entire arrangement/understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understanding, arrangement or communications and (this Agreement) shall not be modified except with mutual consent of both the parties in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by the waiving party. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, agency relationship or as granting a franchise. In case any provision of this Agreement becomes invalid or unenforceable shall be deemed to be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof. Either party shall not assign this Agreement to any party without the prior written consent of other Party. Both the parties shall keep the terms of this Agreement confidential. 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.

ANNEXURE - I

DEFINITIONS

(a) "**Addressable System**" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated conditional access system at the premises of the subscriber within the limits of authorization made, through the Conditional Access System and the subscriber management system, on the explicit choice and request of such subscriber, by MEGHBELA.

(b) **"A-la-carte rate"** means the rate at which a standalone individual channel being offered to the Distributor of TV channels or to the subscriber, as the case may be;

(c) "**Applicable Laws** " means laws enacted in the territory of India including the regulations, directions , notifications or orders, including amendment thereto, enacted or issued by any constitutional , legislative , judicial, quasit judicial or administrative authority including the Telecom Regulatory Authority of India (TRAI) and the Ministry of Information & Broadcasting of India (MIB)

(d) **"Areas"** means such areas within DAS notified areas as mentioned in Annexure II of this RIO in respect of which a request has been made by the Broadcaster for carriage of its channels through the Cable Television Network of MEGHBELA and /or through its affiliated cable networks.

(e) "**Average Active Subscriber Base"** means the number of set top boxes arrived at by averaging the active set top boxes in the manner specified in Schedule VII of the Regulation.

(f) "**Broadcaster**" means a person or a group of persons, or body corporate, or any organization or body providing programming services and includes his or its authorized distribution agencies.

(g) "**Channel(s)"** means the standard definition (SD) channel(s) or the high Definition (HD) channels of the Broadcaster duly registered and permitted by the Ministry of Information and Broadcasting under the Up linking and Down linking guidelines and in respect of which a request has been made by the Broadcaster for carriage of the same through the Cable Television Network of MEGHBELA which are mentioned in Annexure III of this RIO.

(h) "**DAS notified 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) as amended, it is obligatory for every cable operator to transmit or retransmit programs of any channel in an encrypted form through a digital Addressable System;

(i) "**Intellectual Property Rights**" means all intellectual property rights owned and licensed, to be owned and licensed by the Broadcaster and/or the Channel(s) owners including but not limited to any patent, copyright, trademark or any mark, any right in the nature of the aforementioned rights, trade secrets, rights of attribution, integrity and similarly afforded "moral rights," rights in unpatented know-how, inventions and technology, and any other intellectual or proprietary rights of any nature whatsoever in any part of the world.

(j) **"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.

(k) "**Notice**" means a written communication by one Party to the other Party or Parties, as the case may be, issued pursuant hereunder that is properly addressed to the Notice Address of the other Party and hand delivered, delivered by courier or pre-paid registered postage.

(l) **"RIO"** or **"Agreement"** or "**This Agreement**" means this Reference Interconnection Offer together with its Annexures as may be amended from time to time.

(m) "**SPE"** or "**Subscriber Premises Equipment**" shall be deemed to include Set Top Box (STB), Viewing Card and other tools and equipments/device(s) installed/to be installed at the Subscriber's Premises in order to receive and/or decode the Channel(s), purchased/procured by the Subscriber, which are compatible with technology employed by MEGHBELA for Cable Service in DAS notified areas. It is understood that each Set Top Box will be installed with one television set only.

(m) '**Set Top Box**" (STB) means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted and descrambled from subscribed channels through an addressable system.

(n) "**Subscriber**" means any person (including individual or any other legal entity) or entity including Hotels, restaurants, clubs, institutions etc. which has officially subscribed to the Cable TV Service in accordance the Subscription form duly filled by it and is contractually bound by the Subscriber Terms and Conditions ("T&C") and does not include any third party using/seeking to use the Service for further distribution, re-sale or commercial purpose.

For the purpose of calculation of carriage fee, subscriber means each STB in the Areas that receives signals of various channels from MEGHBELA's Cable Television Network as per its Subscriber Management System (SMS).

Note: The words/terms not specifically defined herein above shall have the same meaning as ascribed to them in The TRAI Act, Cable Television Networks Act, 1995 and Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2017 as amended from time to time.

Annexure – II

Agreed areas	
Target Markets	

Annexure III

Agreed channels	

Annexure – V CARRIAGE FEE COMPUTATION for SD Channels

If Average Active Subs. Base	Carriage Fee(in %)	Meghbela Offer Rate* (in Rs.)	Carriage Fee SD(in Rs) (Target Active Subs. Base X Carriage Rate)
<5%	100%	0.2	
5% < 10%	75%	0.2	
10% < 15%	50%	0.2	
15% < 20%	25%	0.2	
>=20%	0%	0.2	

CARRIAGE FEE COMPUTATION for HD Channels

If Average Active Subs. Base	Carriage Fee(in %)	Meghbela Offer Rate* (in Rs.)	Carriage Fee HD(in Rs) (Target Active Subs. Base X Carriage Rate)
<5%	**100%**	**0.4**	
5% < 10%	**75%**	**0.4**	
10% < 15%	**50%**	**0.4**	
15% < 20%	**25%**	**0.4**	
>=20%	**0%**	**0.4**	

***The above rates are subject to change as per notification of TRAI**

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

1. Name : Mr. Tapabrata Mukherjee
2. Telephone numbers: 03340291133/9748770950
E-mail address: tapabrata@meghbelabroadband.com