

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

**REFERENCE INTERCONNECT OFFER**

**FOR PROVIDING ACCESS TO UMBRELLA’S NETWORK TO THE BROADCASTER FOR CARRIAGE OF CHANNEL(S) IN DAS NOTIFIED AREAS.**

This Agreement is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between:

**UMBRELLA CABLE SYSTEMS PRIVATE LIMITED**, a Company registered under the provisions of the Companies Act, 1956, having its registered office at - 97, Sector - K, Aashiyana Colony, Lucknow, Uttar Pradesh - 226012 (herein after called “**UMBRELLA**” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART;

AND

M/s. \_\_\_\_\_ a Company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_ hereinafter referred to as “Broadcaster / Authorized Distributor” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the SECOND PART

The "Broadcaster / Authorized Distributor" and the UMBRELLA are hereinafter individually and collectively referred to as "Party" and "Parties", respectively.

**WHEREAS:**

- a. **UMBRELLA** is engaged in the business of Cable TV Services, which includes inter alia the business of receiving and distributing satellite TV signals to homes in Digital . UMBRELLA for the distribution of Cable TV services meets the requirements as per the guidelines laid down by Telecom Regulatory Authority of India.
- b. The "Broadcaster / Authorized Distributor" is the legal entity that owns/ authorized to distribute/engaged in the business of distribution of Television Channel(s) and has the exclusive right to distribute/ authorized to execute Carriage Agreements on behalf of the TV Channels specified in **Annexure B** for the territory of India.
- c. The "Broadcaster / Authorized Distributor " has approached UMBRELLA and has sought for accessing the network of UMBRELLA . UMBRELLA considering the request hereby agrees to provide its access to its network for carrying the channels of the "Broadcaster / Authorized Distributor " under the terms as specified in this agreement.

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

**1. DEFINITIONS**

In this Agreement, unless the context requires otherwise:

- (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.
- (b) "**Applicable Laws**" means law, regulation, direction, notification or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the Telecom Regulatory Authority of India ("TRAI") and the Ministry of Information & Broadcasting, Government of India ("MIB").
- (c) "**RIO/ Agreement**" means the Reference Interconnection Offer along with the recitals and the Annexes, and includes any modifications thereof.
- (d) "**Areas**" means such areas that are identified in **Annexure A** annexed to this Agreement.
- (e) "**Average active Subscriber Base**" means the number arrived by averaging the active subscriber base count in the manner specified in the Schedule VII of the Regulation.

- (f) **“Broadcaster/ Authorized Distributor ”** means a person, or any organization is the legal entity that owns/ authorized to distribute/engaged in the business of distribution of Television Channel(s) and has the exclusive right to distribute/ authorized to execute Carriage Agreements on behalf of the TV Channels
- (g) **“Cable TV Services”** means the transmission of TV Channels by cables of programs, including retransmission by cables of any broadcast Television signals.
- (h) **“Cable Television 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;
- (i) **“Carriage Fee”** means the fee payable by Broadcaster /Authorised Distributor to UMBRELLA , only for the purpose of carrying the Channel(s) through UMBRELLA ’s Cable Television Networks, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, seeking assignment of a particular number to such channels;
- (j) **“Channel(s)”** means the Standard Definition (SD) channels and High Definition (HD) Channels , along with their respective genre, listed in **Annexure B** annexed to this Agreement that are owned/operated by the Broadcaster/Authorized Distributor.
- (k) **“Confidential Information”** means any confidential and proprietary information disclosed by either Party to the other Party while performing under this Agreement.
- (l) **“DAS Areas”** means the areas where in terms of notifications issued by the Central Government under sub-section (1) of section 4A of the Cable Television Networks (Regulation) Act,1995 (7 of 1995), it is obligatory for every cable operator to transmit or retransmit programs of any channel in an encrypted form through a digital Addressable System.
- (m) **“Multi-System Operator”** or **“MSO”** means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;
- (n) **“Party”** means individually UMBRELLA and Broadcaster/Authorized Distributor.
- (o) **“Parties”** means collectively UMBRELLA and Broadcaster/Authorized Distributor.
- (p) **“Reference Interconnection Offer”** or **“RIO”** means a document published by a service provider specifying terms and conditions on which the other service provider may seek interconnection with such service provider.
- (q) **“SPE”** or **“Subscriber Premises Equipment”** shall be deemed to include Set Top Box (STB), Viewing Card and other tools and equipment’s/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 UMBRELLA for Cable Service in DAS notified areas. It is understood that each Set Top Box will be installed with one television set only.

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

(s) **“Subscriber Base”** means the number of Set Top Box installed by UMBRELLA in its Network.

(t) **“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 form subscribed channels through an addressable system.

**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.

## 2. SCOPE OF SERVICES

The Parties mutually agree that this Agreement seeking to govern the terms and conditions of rights and obligations between them shall be in respect of the services indicated herein in this Agreement for the area and for the term, respectively.

## 3. AREA

The parties mutually agree that the services referred in this Agreement shall have reference to the area specified in the **Annexure A**.

## 4. TERM

4.1 The Agreement shall come into effect from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of 12 months.

4.2 Within 2 months prior to expiry of this Agreement, both parties agree to take steps towards renewal of the Agreement for extended period if it is mutually intended to continue the term of the Agreement beyond the date of expiry.

4.3 If the parties mutually decide to extend the term as referred above with or without modification, then Parties may enter into a fresh agreement, in writing on mutually agreed terms and conditions.

4.4 In case if the parties decide not to extend the term and such decision could not be made before the expiry of the term of this Agreement and the services have continued in the meanwhile even after the said expiry of the term as specified in this Agreement, the term would be deemed to have been extended till the date of such decision.

**4.5** 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

## **5. ENTIRE UNDERSTANDING**

The Agreement contains the entire understanding between the parties with respect to the subject matter covered, in the manner, it is expected to be understood by the parties and that there is total agreement between the parties as to the manner in which the other party has understood various clauses of this Agreement.

## **6. RIGHTS, REPRESENTATION AND WARRANTIES OF UMBRELLA**

**6.1 UMBRELLA** represent that it has all the requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement.

**6.2 UMBRELLA** shall comply with all laws and regulations with respect to the services in terms of the Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any applicable Laws, rules and regulations or government orders (including Goods and Service tax and Entertainment Tax etc).

**6.3 UMBRELLA** shall carry the TV channels of the Broadcaster without any change or alteration except as required under Electronic Programme Guide.

**6.4 UMBRELLA** has a non-exclusive grant of license to use, the trade marks/logo during the terms of this agreement.

**6.5 UMBRELLA** shall 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.

**6.6 UMBRELLA** shall decrypt the signal (if the same is in encrypted form), encrypt the signals (without interfering in its content).

**6.7 UMBRELLA** Shall 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.

**6.8** Subject to Regulation and MRP as declared by the "Broadcaster / Authorized Distributor", to charge such price form the Subscribers [for subscribing the channels/package ], as may be decided by UMBRELLA and offer discount on MRP at its sole discretion from time to time . It is explicitly made clear and understood by the "Broadcaster / Authorized Distributor " that "Broadcaster / Authorized Distributor " does not have any right to receive any share of subscription charges received by UMBRELLA 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 / Authorized Distributor" that UMBRELLA has no obligation or liability to pay any subscription charges to the "Broadcaster / Authorized Distributor " under this agreement/RIO, unless a separate subscription agreement is signed for subscribing the channels.

**6.9 UMBRELLA** carry the Channel(s) as per the genre of the channel(s) as specified by the "Broadcaster / Authorized Distributor" in accordance with extant regulation. UMBRELLA shall have the sole right to assign the Logical Channel Number ( LCN) and also change the same as per the terms of this Agreement/RIO and in compliance of the Regulation.

**6.10 UMBRELLA** 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.

**6.11 UMBRELLA** shall have the right to suspend the services pertaining to carriage of the Channel (s) on its network immediately , if the "Broadcaster / Authorized Distributor " 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. RIGHTS, REPRESENTATION AND WARRANTIES OF THE "BROADCASTER/ AUTHORIZED DISTRIBUTOR"**

**7.1** The "Broadcaster / Authorized Distributor " represents and warrants to UMBRELLA that it has the requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement . "Broadcaster / Authorized Distributor " will take all necessary approvals and permissions as may be laid down by law.

**7.2** The "Broadcaster / Authorized Distributor" shall comply with all laws and regulation and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any applicable Laws, rules and regulations or government orders (including Goods and Service tax, entertainment tax etc).

**7.3** The "Broadcaster / Authorized Distributor" understands that Telecom Regulatory Authority of India has issued certain regulations and guidelines and agrees that it shall adhere to and strictly abide by such regulations and guidelines and any amendments thereto or any new regulations and guidelines that may be in force from time to time. The "Broadcaster / Authorized Distributor" acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by TRAI, as and when it is issued. The "Broadcaster / Authorized Distributor" represents and warrants to UMBRELLA that downlink license has been applied for/obtained with respect to all channels.

**7.4** The "Broadcaster / Authorized Distributor" shall ensure good quality and uninterrupted service to UMBRELLA except for reasons beyond control and undertakes that it has all the requisite rights , authority and approval to broadcast the programme and that such broadcast shall not infringe the copy rights of any other person.

**7.5** The "Broadcaster / Authorized Distributor" shall provide including but not limited to Professional IRD's and all other such equipment related with receiving of the channels.

**7.6** The "Broadcaster / Authorized Distributor" shall provide its programming schedule at least 15 days in advance for the purpose of inserting in the EPG.

**7.7** The "Broadcaster / Authorized Distributor" shall be liable with regard to the alleged violation of any third party's Copyright and trademark or any telecast standards and practices guidelines, Programme code and Advertising Code ( as provided under the Cable Television Network Rules 1994) or any applicable law with regard to the Programme Content.

- 7.8** The “Broadcaster / Authorized Distributor” shall clear all dues prior to serving the notice of discontinuing the Channels from UMBRELLA .
- 7.9** The “Broadcaster / Authorized Distributor” shall provide signals and services of its channels to UMBRELLA on non-discriminatory basis.
- 7.10** The “Broadcaster / Authorized Distributor” undertakes to indemnify UMBRELLA in case of any breach of the terms under this agreement for any loss, harm, injury that may be caused to UMBRELLA as a result of any act omission, commission by “Broadcaster / Authorized Distributor ”. This is without prejudice to the indemnity clause as mentioned herein below.
- 7.11** The “Broadcaster / Authorized Distributor” shall ensure the compliance with all laws which are applicable for television channels including but not limited to the provisions of “The Cable Television Networks Act-1995 (7 of 1995)”, “The Emblems and Name (prevention of improper use) Act, 1950” (12 of 1950), “The Cinematography Act, 1952” (37 of 1952), “The Tamil Nadu Cinema Regulation Act, 1955” , “The Prize Competition Act, 1955” (42 of 1955), “The Copy Rights Act, 1957” (14 of 1957), “The Trade and Merchandise marks Act, 1958” (43 of 1958), “The Consumer Protection Act, 1986” (68 of 1986), “The Telecom Regulatory Authority of India Act, 1997” (24 of 1997), “The Indecent Representation of Women (Prohibition) Act, 1986” (60 of 1986), “The Competition Act, 2002” (12 of 2003) and rules framed there under, all regulations made applicable to broadcasters under law. If for any reason if the Broadcaster contravenes the provisions of any law, UMBRELLA shall be at liberty to immediately deactivate the respective channel from its network and shall re-activate only on such defaults are rectified to the fullest satisfaction of the authorities concerned.
- 7.12** The “Broadcaster / Authorized Distributor” agrees to pay the cost of disconnection notices if any, preferred by UMBRELLA in an event of non-payment of dues. The said cost shall be paid along with the total outstanding if paid during the notice period or shall be added to arrears in case of disconnection of carriage and the said cost would constitute a part of outstanding and be included in the recovery proceedings, if any.
- 7.13** The “Broadcaster / Authorized Distributor” 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.
- 7.14** The “Broadcaster / Authorized Distributor” 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 UMBRELLA . In event of Broadcaster failing to arrange for signals of the stipulated quality/standard , UMBRELLA 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.
- 7.15** It shall be incumbent upon the “Broadcaster / Authorized Distributor” 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 UMBRELLA .
- 7.16** In case the “Broadcaster / Authorized Distributor” decides to discontinue the Channel(s) from the Area, it shall give at least two months prior notice of the same to UMBRELLA or two months carriage fee as lastly paid by the “Broadcaster / Authorized Distributor” to UMBRELLA .

7.17 "Broadcaster / Authorized Distributor" would provide IRD/professional IRDs and other requisite equipment's to UMBRELLA for receiving and decrypting the Channel(s).

7.18 The "Broadcaster / Authorized Distributor" 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.

## 8. Carriage

8.1 By and under this reference interconnect offer, the Broadcaster/Authorised Distributor hereby requests UMBRELLA to carry the Channel(s) and pursuant to the said request and upon the Broadcaster / Authorised Distributor providing the duly filled application / declaration as set out in Schedule IV (annexed hereto) of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 UMBRELLA has agreed to carry the Channels of the Broadcaster on 24x7 basis and without any disruption and interruption, for the sole purpose of re-transmitting and re-distributing the Channel/s in the Areas through UMBRELLA's Cable Television Networks on its addressable system.

8.2 UMBRELLA hereby agrees to carry the Channel (s) of the Broadcaster / Authorised Distributor on the Cable Television Networks of UMBRELLA subject to, inter alia, technical and commercial parameters set out herein after in **Annexures C and D** respectively of this Agreement.

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

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

## 9. CARRIAGE FEE AND OTHER TERMS

9.1 During the term, in consideration of UMBRELLA carrying, retransmitting and redistributing the Channel/s in the Areas through its Cable Television Networks, the Broadcaster /Authorised Distributor shall pay the Carriage Fee for each channel per subscriber per month as shall be computed as set forth in the **Annexure D** hereto, which shall be payable on or before the fifteenth day of receipt of invoice for the respective quarter ("Due Date").

9.2 In addition, the Broadcaster shall be liable for the payment of all applicable taxes, cesses, etc. including Goods and Service Tax (GST), as may be applicable on the Carriage Fee payable by the Broadcaster/Authorised Distributor to UMBRELLA.

9.3 UMBRELLA shall raise an invoice upon the "Broadcaster/ Authorized Distributor" on the basis of which the "Broadcaster / Authorized Distributor" shall make the payment against the invoice raised within 15 days. The medium of payment against the invoice raised shall either be through Cheque / Demand draft. Timely payment of the carriage fee is essence of this agreement. If the "Broadcaster / Authorized



Distributor" fails to pay the carriage fees as agreed upon or if there is delay in the payment then the "Broadcaster/ Authorized Distributor" shall be liable to pay simple interest on the delayed payment at the rate 2% over and above of the base rate of interest of the State Bank of India from the date such amounts became due until those are fully and finally paid.

**9.4** In case of Cheque being dishonoured for any reason then UMBRELLA reserves its right to initiate appropriate proceedings against the "Broadcaster / Authorized Distributor" under Negotiable Instrument Act 1881.

**9.5** At the time of making the payment of any Carriage Fee, if any withholding tax/TDS is to be deducted by the "Broadcaster/ Authorized Distributor" in terms of the provision of Income Tax Act, 1961(as amended from time to time), the "Broadcaster/ Authorized Distributor" shall make such deduction and provide tax withholding certificates to UMBRELLA within such period as mandated under Income Tax laws.

## **10. INDEMNIFICATION**

Both parties agree that each party shall forever keep and hold the other party and its officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees of a counsel of the other party's choice) arising out of any breach of any representation and warranties set out herein or any of its obligations pursuant to this Agreement.

## **11. CONFIDENTIALITY**

**11.1** The Parties agree to keep all information including without limitation, data pertaining to the business of the other Party, details of the other Party's Affiliates, Subscriber details, Subscription Amounts, pricing, etc. regarding the strategy and volume of business of the other Party strictly confidential at all times (unless it is required by law to do so).

**11.2** Any information provided by one Party to the other Party under the Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other. Disclosure of any such information is to be made only to such employees of the Parties who need to use the confidential information and it is the responsibility of the Parties to bind and ensure that any such employee shall hold in confidence all such confidential information including but not limited to the terms and conditions of the Agreement and that such an employee does not disclose, publish or make copies of the Agreement or the confidential information without the prior written consent of the other Party.

## **12. TERMINATIONS AND EFFECT OF TERMINATION**

**12.1** The Agreement shall automatically terminate by efflux of time i.e. on the completion of its term unless on or before the expiry of the completion of the term, the parties have executed another agreement on the same subject or have agreed to or have started a process of negotiation to extend the term of the Agreement with or without modification.

**12.2** This agreement shall stand terminated in the event of bankruptcy or insolvency of any of the parties.

**12.3** This agreement shall stand terminated where winding up or liquidation proceedings have been initiated against any of the parties.

**12.4 UMBRELLA** shall have the right to terminate this Agreement in the event of non-payment of the carriage fee by the "Broadcaster / Authorized Distributor" within the stipulated period and or after raising the demand notice for such non-payment

**12.5 UMBRELLA** shall have the right to terminate this Agreement in the event of breach by the "Broadcaster / Authorized Distributor" of any of the terms as specified under this agreement.

**12.6** Both parties shall have the right to terminate either by mutual consent or by giving to the other party a 30 days notice of such failure from the other party including an event of force majeure.

### **13. NO WAIVER**

The exercise of or failure to exercise any, or all of the foregoing remedies by the Parties shall not operate as a waiver on the part of the Parties of its rights to exercise any other remedy available to the Parties under the Agreement, at law or equity, and all of the foregoing remedies shall be deemed cumulative. The failure of the parties to enforce anytime or for any period any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce such right unless such subsequent exercise of the right is barred by limitation as provided by law or otherwise limited by this Agreement.

### **14. NO AGENCY**

The relationship between the "Broadcaster/ Authorized Distributor" and UMBRELLA is "Principal to Principal" and is terminable in nature.

### **15. BINDING NATURE**

All the obligations and benefits arising under the Agreement shall pass to and be binding on the respective assigns transferees and successors of the Parties hereto.

### **16. MODIFICATIONS**

This Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement but executed relating to this Agreement shall be mutually agreed to in writing and executed by or on behalf of the Parties through their respective authorized representatives.

### **17. NOTICES**

**17.1** All Notices given hereunder shall be given in writing in English, by personal delivery, by Speed Post, by Registered Post Acknowledgement Due (RPAD) or by email, at the correspondence addresses of UMBRELLA and of the "Broadcaster / Authorized Distributor" set forth in this Agreement unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered AD Post or Speed Post only, in which case all notices to such Party shall thereafter be given at the address so notified.

**17.2** Notice shall be deemed to have been received, (a) if delivered personally, upon delivery and (b) if sent by RPAD or Speed Post, upon delivery of the mail or emails or upon expiry of 7 days from the date of despatch.

## **18. RIGHTS AND VALIDITY**

The rights and remedies set out in the Agreement are not exclusive of any rights or remedies provided by law.

## **19. SUPERSESSION**

Except as provided herein, this Agreement constitute the whole agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements or understanding relating to such subject matter. Provided, however, that it shall not prejudice the rights and obligations which have arisen out of the prior agreements and continuing to subsist unless otherwise agreed to be relinquished or abrogated through this Agreement.

## **20. ASSIGNMENT**

Notwithstanding anything contained in this Agreement, the parties shall not have the right, without the prior written consent of the other, to assign or transfer the Agreement or any of their respective rights or obligations, under this Agreement. Any breach, actual, potential or threatened, of this clause, shall entitle the parties to terminate the Agreement and take any other measures as may be appropriate.

## **21. FORCE MAJEURE**

Failure on the part of the "Broadcaster /Authorized Distributor " / UMBRELLA to perform any of its obligations , shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure . If through Force Majeure the fulfillment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement . Force Majeure will include any war , civil commotion , strike , lockout , accident , epidemic , any hardware failure or any other event of any nature or kind whatsoever 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 hereby. The Party affected by such Force Majeure event shall promptly notify the other party of the occurrence of such event . It is agreed between the Parties that lack of funds shall not in any event constitute or be considered an event of Force Majeure . In the event any Force Majeure continue for a period exceeding one month, 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, on expiry of one month from the date such notice is given.

## **22. SEVERABILITY**

In the event that any provision of this Agreement is declared by any judicial , quasi judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Parties, it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless the Parties decide that the effect of such declaration is to defeat the original intention of the Parties in which event, Parties shall be entitled to terminate this Agreement by a months' notice.

### 23. DISPUTE RESOLUTION

The parties to the Agreement have verified that all the representations and warranties made herein above are true, accurate and correct and that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remained to be furnished. It is expressly recognized between the parties that the breach by either party of any of the representations, warranties or covenants set out in this Agreement shall constitute an event of material default by the other party under this Agreement and shall entitle the other party to terminate the Agreement and claim damages without prejudice to any other rights. Laws of India shall govern the rights and obligations of the Parties under the Agreement. 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, dispute or differences between the Parties arising out of this Agreement save and except before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi

The Parties agree that all disputes between the Parties shall be resolved solely through proceedings instituted before the Telecom Disputes Settlement and Appellate Tribunal, New Delhi

**WITNESS WHEREOF the Parties hereto have executed the Agreement on the day, month and year mentioned herein above.**

For and on behalf of M/s **UMBRELLA CABLE SYSTEMS PRIVATE LIMITED.**

Authorised Signatory

In the presence of

1. ....
2. ....

For and on behalf of ( M/s. \_\_\_\_\_ Ltd.)

Authorised Signatory

In the presence of

1. ....
2. ....

## Schedule IV

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

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

1. Name of the broadcaster:
2. The names of CEO/MD of the broadcaster:
3. Registered Office address:
4. Address for communication:
5. Name of the contact person/ Authorized Representative:
6. Telephone:
7. Email address:
8. Name of channel for which request for distribution has been made:
9. Copy of permission letter issued by the ministry of information and broadcasting for downlinking of the channels mentioned above in India:
10. Nature of channel (pay or free- to- air)
11. Genre of channel:
12. Language(s) of channel:
13. Downlinking parameters of the channel:
  - a. Name of satellite:
  - b. Orbital location:
  - c. Polarisation:
  - d. Downlinking frequency:
14. Modulation/coding and compression standard of channel:
15. Encryption of channel: encrypted/unencrypted

\_\_\_\_\_  
(Signature)

Date :

Place:

### DECLARATION

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

\_\_\_\_\_  
(Signature)

Date

Place:

**Annexure A**

**Area : TARGET MARKETS**

<b>S.No</b>	<b>State</b>	<b>District</b>
<b>1</b>		
<b>2</b>		

*Website Version - Not for Execution*

**Annexure B**

**Broadcaster(s) and Channels**

<b>S.No</b>	<b>Broadcaster Name</b>	<b>Channel</b>	<b>Genre</b>
<b>1</b>			
<b>2</b>			

*Website Version - Not for Execution*

**Annexure C**

**Technical Parameters**

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

Website Version - Not for Execution



## Annexure D

### Carriage Fee Computation Details for Standard Definition (SD) Channels

If Average Active Subscriber Base is	Carriage Fee in Percentage	UMBRELLA Offer rate in Rupees	Carriage Fee for SD Channels in Rupees (Target Markets Average active subscriber base X UMBRELLA offer rate)
< 5%	100%	0.2	0.20
5% < 10%	75%	0.2	0.15
10% < 15%	50%	0.2	0.10
15% < 20%	25%	0.2	0.05
>=20%	0%	0.2	0.00

### Carriage Fee Computation Details for High Definition (HD) Channels

If Average Active Subscriber Base is	Carriage Fee in Percentage	UMBRELLA Offer rate in Rupees	Carriage Fee for HD Channels in Rupees (Target Markets Average active subscriber base X UMBRELLA offer rate)
< 5%	100%	0.4	0.40
5% < 10%	75%	0.4	0.30
10% < 15%	50%	0.4	0.20
15% < 20%	25%	0.4	0.10
>=20%	0%	0.4	0.00

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

1. Name : Mr. Aditya
2. Telephone Number : +91 8353936465
3. Email Address : contact@umbrellacable.com