

**Terms and Conditions under the Subscription Agreement [Non-DAS]
Between
9X Media Private Limited & the Affiliate**

The Terms and Conditions along with Schedule I given herein under are part and parcel of the Subscription Agreement (hereinafter referred to as the "Agreement") and are deemed to have been executed with the execution of the Agreement between 9X Media Private Limited (hereinafter referred to as "9X") and the "Affiliate".

The Terms and Conditions are as follows:

1. REVISION OF FEES

1.1 *Increases in the Subscription Fee*

1.1.1 9X reserves its right to revise the Subscription Fee in respect of the Subscribed Channels and / or on account of New Channels during the Term from time to time without any reference to the Affiliate. Upon any such revision, the Affiliate agrees and undertakes to pay in advance the revised Subscription Fee, *pro rata*, from the effective date of such revision.

1.1.2 Further, upon such revision, in the event during the Term of this Agreement, 9X is at any time restricted from implementing such revision pursuant to any order, or notification, or regulation by any government or regulatory authority, such restriction shall prevail only till the date of operation of such order, notification, or regulation, as the case may be, and immediately upon removal or mitigation thereof, 9X reserves the right to revise the Subscription Fee at its sole discretion.

1.1.3 Provided that, in the event the Affiliate does not agree to any such revision either in respect of the Subscribed Channels or the New Channels, the Affiliate shall be deemed to be unauthorized to distribute the Subscribed Channels or any New Channel(s), as the case may be, and 9X shall have the right to terminate the Agreement and to deactivate/disconnect the said Subscribed Channel without prejudice to its right to avail of any other remedy. It is hereby agreed and acknowledged by the Affiliate that advance payment of the Subscription Fee shall form the essence of this Agreement. It is clarified that the Agreement shall continue for the remainder of the Term in respect of the other Subscribed Channels for which the Affiliate has agreed to the revised Subscription Fee.

1.1.4 In the event of any delay in the payment of the Subscription Fee, interest at the rate of 18% p.a. shall be payable by the Affiliate to 9X.

1.2 *Suppression of subscriber base/ under-declaration by Affiliate:* In the event 9X believes in its reasonable discretion that:

1.2.1 the Affiliate has under declared its Existing Subscriber Base, and/or

1.2.2 the Affiliate has under declared its subscriber base in relation to the New Channels; and/or

1.2.3 there has been an increase in the Affiliate's Existing Subscriber Base, and/or

1.2.4 there has been an increase in the Affiliate's subscriber base in relation to the New Channels,

9X may call for an increased Subscription Fee from the Affiliate. If after a period of Three (3) Weeks, the Affiliate fails to pay the increased Subscription Fee, as requested by 9X, the Affiliate shall be deemed to be unauthorized to distribute the Subscribed Channels and/or the New Channels, as the case maybe, and 9X may terminate this Agreement and/or deactivate/disconnect the Existing Subscribed Channels and/or the New Channels, as the case maybe, in addition to availing of other remedies, without prejudice to its right to claim additional Subscription Fee under law. For the avoidance of doubt, an increase of Affiliate's Existing Subscriber Base or the Affiliate's subscriber base in relation to its New Channels shall include, without limitation, increase of the subscriber base of the Affiliate's sub-affiliates, sub-operators and link operators/cable operators.

1.3 *Distribution of New Channel(s)*

1.3.1 The Affiliate expressly acknowledges, accepts, certifies and confirms that its entire Existing Subscriber Base is receiving the New Channel(s). The Subscription Fee payable by the Affiliate shall be computed accordingly.

1.4 *Payment defaults*

1.4.1 Any default or failure of the Affiliate to make payments of the Subscription Fee as and when it becomes due and payable to 9X shall entitle 9X to terminate this Agreement and deactivate/disconnect the Subscribed Channels and/or the New Channel(s), as the case maybe and take any other action as may be appropriate. Upon such termination, the Subscription Fee and additional charges referred to in Article 5 & 6 of the Agreement shall forthwith become and remain due and payable from the Affiliate. It is the obligation of the Affiliate to ensure that the payment is received by 9X on or before the due date in terms of Article 5 of the Agreement. All rights of 9X referred to herein are without prejudice to its other rights in this Agreement.

2. NON-EXCLUSIVE RIGHT:

2.1 9X grants to the Affiliate a non-exclusive right to distribute the Subscribed Channels to the Subscribers in the Area through the Distribution System during the Term, subject to complying with the terms and conditions of the Agreement.

2.2 The Affiliate's right to receive and distribute the Subscribed Channels shall be conditional to the Affiliate's performance of all its obligations hereunder and mere possession of the Equipment shall not entitle the Affiliate to receive and/or distribute the Subscribed Channels.

2.3 It is clarified that the Subscribed Channels shall be provided by 9X to the Affiliate under the Agreement solely on the basis of and in reliance of the representations, warranties and declarations made by the Affiliate to 9X, which will be followed, within two days from the date of execution of the Agreement, by a complete and true list of the name and addresses of all of its entire sub-affiliates, sub-operators, link operators, cable operator' numbers and details of the Subscribers, together with the detailed map of the Area. If the Affiliate fails to adhere to its obligations mentioned herein, it shall be deemed to have unauthorized access to the Subscribed Channels and 9X shall be entitled to terminate the Agreement and disconnect/deactivate the Subscribed Channels in addition to any other legal or equitable remedies available to it.

3. RIGHTS OF 9X:

3.1 Except as specifically provided in the Agreement, all rights to the Subscribed Channels and its contents are specifically reserved to 9X, as appropriate, and may be freely exercised and exploited by it by any means and in any manner whatsoever.

4. REPRESENTATIONS AND WARRANTIES OF 9X:

- 4.1 9X represents and warrants to the Affiliate that it has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder. It is clarified that in the event 9X's authority to license one or more of the Subscribed Channels is revoked, and /or terminated, then the Agreement shall stand automatically terminated with respect to such Subscribed Channels only and the parties shall execute amended Applicable Annexure(s) on mutually agreed terms with respect to other Subscribed Channels.
- 4.2 The satellite signal of the Subscribed Channels shall be in standard PAL (Phase Alternation System - the German developed TV standard based upon 50 cycles per second and 625 lines) or NTSC (The National Television Standards Committee which created standard for North American TV Broadcasts) format as designated by 9X and have one or more audio tracks.
- 4.3 It is hereby expressly agreed and understood between the Parties hereto that 9X makes no representations and/or warranties relating to the continuity, content and reception quality of the programmes and 9X will not be in breach if a Delivery Failure is caused by factors not directly within 9X's control and/or Force Majeure conditions (as defined in Clause 13 of this Schedule). For the sake of clarity, "**Delivery Failure**" means any material disruption, discontinuance or interruption in or other interference with, the delivery of the Subscribed Channels to the Affiliate.
5. **OBLIGATIONS OF THE AFFILIATE:**
- 5.1 The Affiliate shall, at its own cost and expense, cause the Subscribed Channels to be received only from the designated satellite(s) as notified by 9X from time to time, and shall ensure distribution throughout the Area through its Distribution System on a separate dedicated channel(s) for reception by all Subscribers. The Affiliate shall be responsible, at its sole cost and expense, for obtaining all Licenses and permits necessary for the foregoing.
- 5.2 The Affiliate shall use its best efforts to maintain a high quality of signal transmission for the Subscribed Channels and shall take all other necessary steps to ensure that: (i) The Affiliate further agrees and undertakes that it shall cause continuous distribution of the Subscribed Channels to all its Subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever.
- 5.3 The Affiliate shall give preferred channel placement to all the Subscribed Channels in relation to the competitor's channels. The Affiliate shall place the Subscribed Channels on the band and frequency listed in Applicable Annexure(s), as applicable. Further, 9X may at its sole discretion, request the Affiliate to interchange the Subscribed Channels within the bands and frequencies listed in Applicable Annexure(s), and the Affiliate shall be under an obligation to adhere to such requests. It is expressly agreed that one of the prime considerations that 9X has agreed to enter into the Agreement and grant the rights herein to the Affiliate to distribute the Subscribed Channels is based on the representation and assurance that the Subscribed Channels shall be given the placement on the band and frequency as specified herein. If the Affiliate fails to adhere to its obligations mentioned herein, it shall be deemed to be in breach of this Agreement, and 9X shall be entitled to terminate the Agreement and disconnect/deactivate the Subscribed Channels in addition to any other legal or equitable remedies available to it.
- 5.4 The Affiliate shall take all necessary action to prevent any unauthorized access to the Subscribed Channels in the Area and shall regularly obtain and provide to 9X updated piracy reports. The Affiliate, after taking written approval from 9X, will, at its own cost, take appropriate remedial actions to curb piracy in the Area. In the event the Affiliate fails to curb piracy, then 9X shall be entitled to terminate the Agreement and disconnect/deactivate the Subscribed Channels in addition to any other legal or equitable remedies available to it.
- 5.5 The Affiliate undertakes that it shall keep its Registration in full force at all times during the Term of the Agreement. Where such registration expires and is not renewed during the continuance of this Agreement, 9X shall be entitled to terminate this Agreement.
- 5.6 The Affiliate shall not, without 9X's prior written permission, distribute the Subscribed Channels via any Distribution System or any medium not covered by the Agreement. Further, the Affiliate shall not distribute the Subscribed Channels to any hotels, restaurants, bars, hospitals, cinema halls, theatres, pubs, guesthouses, any other public viewing areas or the like to the Area without prior written permission of 9X. A separate agreement shall be executed between the Parties for distribution of the Subscribed Channels by the Affiliate to hotels, restaurants and the like as aforesaid. Where the Affiliate is distributing various other television channels to the establishments referred to in the Agreement, it shall take all steps and precautions necessary to block the receipt of the Subscribed Channels at such establishments including installing gadgets such as blocks and/or negative traps or positive traps or any other equipment at its own cost.
- 5.7 The Affiliate further undertakes that it shall not, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Affiliate further undertakes that it shall not copy or tape programmes for resale or deal in any copied programmes and shall immediately notify 9X of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by 9X to take such steps as are reasonable and appropriate to cause such activities to cease.
- 5.8 It shall not misuse the Subscribed Channels and shall not conceal/misrepresent the number of sub-operators, link operators, cable operators and the number and details of their respective Subscribers connected to its Distribution System(s) in the Area. The Affiliate further confirms that it shall promptly inform 9X in case of any change in the names, addresses and details of sub operators, link operators working under the Affiliate and any resulting change in the number of Subscribers.
- 5.9 It shall not remove or shift or allow to be removed or shifted, the Equipment from the installation address or allow anybody else to do the same, without the prior written permission of 9X and shall indemnify 9X against any damage, destruction, theft or loss of the Equipment.
- 5.10 It shall not pledge, charge, encumber or in any way part with the possession of the Equipment without the prior written permission of 9X. Further, it shall not remove or replace any or all parts of the Equipment. The Affiliate shall allow authorized employees or agents of 9X, free access to the address mentioned where the equipment is installed to check whether the Equipment is being properly used.
- 5.11 It shall not modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating therefrom, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating therefrom. Any such act by the Affiliate shall be construed as a breach of the Agreement on the part of the Affiliate.
- 5.12 It shall keep the Equipment in good and serviceable order and condition to the satisfaction of 9X and bear all expenses for general repairs and maintenance of the same and it shall immediately notify the technical cell of the regional office of 9X in the event of any mechanical/ technical fault in the Equipment.
- 5.13 It shall not distribute the Subscribed Channels whether by itself or through its sub-operators, link operators/cable operators outside the Area contained in Article 3 of the Agreement, without the prior written permission of 9X. The Affiliate represents and warrants

- that it shall not, without the prior written permission of 9X, extend its area of operation by merging new cable operators, sub operators, link operators /cable television networks, to its network; or merge/amalgamate with other network(s).
- 5.14 The Affiliate understands that the TRAI 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 that may be in force from time to time. The Affiliate acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by TRAI, as and when the same are issued.
- 5.15 The Affiliate is aware that 9X is in the process of complying with the regulations and guidelines issued by TRAI. The Affiliate agrees that as a process of such compliance by 9X, 9X may issue additional terms and conditions to the Agreement. The Affiliate further agrees to adhere to and abide by any such additional terms and conditions issued by 9X to the Affiliate, and if required, sign a new contract superseding the Agreement, incorporating any such additional terms and conditions, within one month of the issue of such new contract by 9X. In the event the Affiliate fails to adhere to or abide by any of the new terms and conditions issued by 9X, or to sign a new contract as aforesaid, and continues to receive the Subscribed Channels, the Affiliate shall be deemed to have agreed to the terms of the aforesaid terms and conditions or new contract, as the case may be, after the elapse of one month from the issue of such new terms and conditions or new contract.
- 5.16 The Affiliate shall keep accurate and complete records and accounts of billings of the Subscribers and all other matters, which pertain to its business and its sub-operators/link operators. These records shall be made available to 9X and, or, its representatives, on reasonable notice to the Affiliate, during the term of the Agreement and for two years after the termination or expiry of the Agreement. The Affiliate undertakes to provide all assistance to 9X for any such inspection, audit or survey, including but not limited to accompanying 9X's representative to visit the Subscribers residence, providing all records and documents pertaining to billing of Subscribers and the like. Neither 9X's acceptance of any information or payment nor 9X's inspection or audit of the Affiliate's records or accounts will prevent 9X from later disputing the accuracy or completeness of any payment made or any information supplied.- whether required
- 6. REPRESENTATION AND WARRANTIES OF THE AFFILIATE:**
- 6.1 The Affiliate undertakes, represents and warrants to 9X as under:
- 6.1.1 It has the requisite power and authority to enter into the 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.
- 6.1.2 It shall comply with all laws and regulations with respect to distribution of the Subscribed Channels in terms of the Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any applicable law, rules and regulations or government orders including entertainment tax, service tax and education cess thereon, etc. in relation hereof.
- 6.1.3 The Affiliate expressly represents, warrants, certifies and confirms that it has the Existing Subscriber Base and it shall not unilaterally, in any manner and for any reason whatsoever, alter, modify and/or challenge such Existing Subscriber Base.
- 6.1.4 The Affiliate has further represented that it is not in breach of contractual obligations to other service providers with whom it is connected. The Affiliate recognizes that it has been appointed hereunder based, among others, on the above-mentioned representations and its confirmation that the Agreement, the payments to be made hereunder, and the obligations to be discharged are for the definite Term provided in Article 4 of the Agreement.
- 6.1.5 The Affiliate further undertakes and warrants that it shall obtain the requisite licenses from the music societies and, or, concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.
- 6.1.6 It shall pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify 9X against any default or non-payments in this regard.
- 6.2 It is expressly recognized between the Parties that the breach of any of the above, shall constitute an event of default under the Agreement and shall entitle 9X to terminate the Agreement, and deactivate/disconnect the Subscribed Channels as the case maybe and take any other action as may be appropriate.
- 7. THE EQUIPMENT:**
- 7.1 9X shall, at the request of the Affiliate supply or cause to be supplied the Equipment to the Affiliate or has already supplied such Equipment directly or through suppliers nominated by it, upon terms and conditions contained in Article 6 of the Agreement.
- 7.2 The Viewing Card**
- 7.2.1 The Viewing Card(s) supplied by 9X shall at all times remain the sole and exclusive property of 9X and the Affiliate shall forthwith return the same to 9X upon expiry or termination of the Agreement for any reason whatsoever and/ or, at the request of 9X. It is clearly understood by the Affiliate that mere possession of a Viewing Card(s) shall in itself not confer any right on the Affiliate to receive the Subscribed Channels.
- 7.2.2 The Affiliate shall use the Viewing Card(s) only in terms of the Agreement and at the installation address in the Agreement. The Affiliate shall not make any unauthorized use or tamper with the Viewing Card(s) in any manner whatsoever. However, in the event the Affiliate desires to move the Viewing Card(s) to some other address, the Affiliate shall obtain prior written permission from 9X. The Affiliate shall not sell, exchange or transfer the Viewing Card(s) in any manner whatsoever. In the event, upon any investigation or inspection, if it is found that any Viewing Card(s) is being mis-utilised, mishandled or used in any manner, other than what has been specifically provided for under the Agreement, the Affiliate shall be liable to compensate 9X for any loss or damages caused to 9X by such mis-utilisation or mishandling or unprescribed use. In any such event, 9X shall also be entitled to immediately deactivate the Viewing Card(s) subject to Applicable Laws and also to initiate appropriate civil and/or criminal proceedings in respect of such mis-utilisation or mishandling or not prescribed use.
- 7.2.3 9X shall not be liable for any defect in the Viewing Card(s), which is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the Affiliate or any other person. In the event the Viewing Card(s) is lost, stolen or damaged, the Affiliate shall immediately inform 9X. In the event the Affiliate desires new Viewing Card(s) for any Channel forming part of the Subscribed Channels, the same may be issued at the discretion of 9X on payment of such charges as may be specified by 9X from time to time. In the event any of the Viewing Card(s) is not in use by the Affiliate, the same should be returned to the concerned office of 9X immediately.
- 7.3 The DSR**

- 7.3.1 The DSR shall be used by the Affiliate exclusively for viewing the Channel for which it is issued. The DSRs supplied by 9X, shall at all times remain the sole and exclusive property of 9X and the Affiliate shall forthwith return the same to 9X upon expiry or termination of the Agreement for any reason whatsoever and/ or, at the request of 9X. It is clearly understood by the Affiliate that mere possession of a DSR shall in itself not confer any right on the Affiliate to receive the Subscribed Channels.
- 7.3.2 In the event, the Affiliate merges or amalgamates with another entity or ceases to carry on the business of multi system operator or cable operator and does not require the DSR given to the Affiliate by 9X, the Affiliate shall intimate the same to 9X immediately and shall take steps to forthwith return the Equipment to 9X. In the event the Affiliate fails to return the Equipment to 9X, the Affiliate shall be liable to pay a sum of Rs. 1000 per month per DSR, Viewing Card and remote (where applicable) during which the default continues.
- 7.3.3 Upon expiry or termination of the Agreement, 9X shall be entitled to take back the possession of the Equipment from the Affiliate. Upon return of the Equipment in proper working condition, the Security Deposit as specified in Article 6.1.1 of the Agreement, after adjusting amounts due from the Affiliate, if any, shall be refunded to the Affiliate only upon the presentation of the original receipt of Equipment issued by 9X. In case the Affiliate fails to return the Equipment to 9X, the Affiliate shall be liable to pay a sum of Rs. 1000 per month, per DSR, Viewing Card and remote (where applicable) during which the default continues. In case the Affiliate returns the DSR, however, the Viewing Card and remote (where applicable) are damaged or missing, then the Affiliate shall be liable to pay to 9X such charges as specified by 9X.
- 7.3.4 The Affiliate shall get the DSR insured immediately on execution / renewal of the Agreement. In case of damage to the DSR, 9X shall recover the actual repair cost from the Affiliate. However, in case the DSR cannot be repaired or is beyond repair, the Affiliate shall be liable to pay to 9X the cost of the DSR at the time it was supplied to the Affiliate.
- 7.4 In order to take back possession of the Equipment from the Affiliate, the Affiliate shall ensure that the personnel/representative of 9X are allowed free and unobstructed access to the premises of the Affiliate where the DSR, Viewing Card and remote (where applicable) are installed and take possession of the same. The Affiliate shall not interfere with such procedure.
- 7.5 The Affiliate acknowledges and recognizes that simple possession of the Equipment does not automatically entitle the Affiliate to receive the Subscribed Channels.
- 7.6 Any violation/breach of this Clause 7 shall entitle 9X to terminate the Agreement in terms of Article 7 of the Agreement and to deactivate/disconnect the Subscribed Channels. This is without prejudice to the other legal and equitable rights and remedies available to 9X.

8 EVENT/PROGRAMMING OPTIONS:

- 8.1 The Affiliate agrees and undertakes to distribute the Subscribed Channels in its entirety as and how it is delivered by 9X, without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels. Further, the Affiliate undertakes not to place the Subscribed Channels next to any pornographic or gambling channel. Any violation of this clause shall entitle 9X to terminate the Agreement in terms of Article 7 of the Agreement and deactivate/disconnect the Subscribed Channels. This is without prejudice to the other legal and equitable rights and remedies available to 9X.
- 8.2 The Affiliate undertakes that it shall not do anything, which might tend to indicate that any television programme from any source other than the Channel forming part of the Subscribed Channels under the Agreement is a part of the Subscribed Channels under the Agreement. The Affiliate further undertakes that it shall not do any act that violates rights of Channels provided under the Agreement and the rights of owners and producers of the programmes shown on these Channels.

9 INTELLECTUAL PROPERTY RIGHTS:

- 9.1 The Affiliate shall use its best efforts to promote an awareness of the Subscribed Channels among its Subscribers and potential Subscribers.
- 9.2 It is expressly agreed and understood that the Affiliate shall not acquire any ownership or other rights with respect to the Subscribed Channels except as expressly set forth in this Agreement, nor shall the Affiliate grant to others, the right to use the Subscribed Channels or any other rights in and to the Subscribed Channels except as specifically set forth in this Agreement.
- 9.3 The Affiliate shall not acquire any proprietary or other rights in the trade names and marks to which 9X or its associates or principals (the owners/broadcasters of the Subscribed Channels) assert proprietary or other rights, which 9X may notify the Affiliate from time to time in writing ("9X Marks"), and agrees not to use the 9X Marks in any corporate or trade name. The Affiliate may use the 9X Marks solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of 9X. Marketing materials generated by the Affiliate may refer to the 9X Marks only if it is clear that such 9X Marks represent trademarks or service marks for the Subscribed Channels, which are distributed by the Affiliate. Such marketing materials shall require the prior written approval of 9X.
- 9.4 The Affiliate shall keep fully confidential and shall not publish or disseminate any material/ information provided by 9X, which results in the violation of any conditions imposed by 9X or its programme suppliers and disclosed to Affiliate by 9X for the purpose of the Agreement.

10 INDEMNITY AND THIRD PARTY CLAIMS:

- 10.1 The Affiliate shall forever keep and hold 9X and its affiliated companies, 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 9X's choice) arising out of any breach or claimed breach of any representation and warranty set out hereunder or any of its obligations pursuant to the Agreement.
- 10.2 Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for the non-operation of facilities or the non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- 10.3 9X makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval or as to whether or not the Subscribed Channels complies with laws and regulations of any

governmental and other authorities for its distribution. The Affiliate shall be responsible for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Affiliate.

10.4 This clause shall survive termination of the Agreement.

11 EFFECTS OF TERMINATION:

11.1 9X's rights to terminate the Agreement shall be without prejudice to 9X's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available in law.

11.2 Upon the termination of the Agreement, The Affiliate shall also promptly return the DSR (if not purchased by the Affiliate) and the Viewing Card(s) and remote, where applicable, to 9X or its duly authorized representative in a good working condition immediately upon the termination of the Agreement.

11.3 Upon the termination of the Agreement by 9X in accordance with the terms hereof, the Agreement shall come to an end. 9X shall be entitled to disconnect/deactivate the distribution of signals of the Subscribed Channels in accordance with applicable law. Further, the Affiliate shall be deemed to be unauthorized to distribute the Subscribed Channels

12 EXCLUSIONS:

12.1 The Affiliate acknowledges that 9X has no control on any Channel or the scheduling and the programme content of such Channels. Therefore, neither 9X nor its officers, directors, servants, agents or authorized companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programmes shown on any Channel or any interference with the Affiliate's reception of any Channel forming part of the Subscribed Channels.

12.2 9X shall not, under any circumstances, be liable for the performance of the DSR.

13 FORCE MAJEURE :

13.1 Neither Party shall be liable for any delay in performing, or for failing to perform, any or all of its obligations under this Agreement resulting from satellite failure, satellite jamming, which affect the distribution of signals of the Subscribed Channels to the Subscribers provided that the Party so affected gives prompt notice to the other Party. In the event of a suspension of any obligation under this section, which extends beyond a period of one month, the Party not affected, may at its option, elect to cancel those aspects of this Agreement.

14 NO AGENCY:

14.1 Neither Affiliate nor 9X shall be or hold itself out as the agent of the other under the Agreement. No Sub-operators/link operator/Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with 9X by virtue of the Agreement or by 9X's delivery of the Subscribed Channels to the Affiliate.

15 BINDING NATURE:

15.1 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:

16.1 The Agreement cannot be modified, varied or terminated orally, and any variation of the Agreement shall be mutually agreed in writing and executed by or on behalf of the Parties. Provided that 9X reserves the right to renegotiate and vary the terms of the Agreement, pursuant to any terms, regulations stipulated by any regulatory authority or the Government or under any law and the Affiliate agrees to enter into and execute such modified agreement.

17 NO WAIVER:

17.1 No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

18 ASSIGNMENT:

18.1 Notwithstanding anything contained in the Agreement, the Affiliate shall not have the right, without the prior written consent of 9X, to assign or transfer the Agreement or any of its rights or obligations, with respect to the Area and, or, the Distribution Systems. Upon any breach, actual, potential or threatened, of this clause, the Affiliate shall be deemed to be unauthorized to distribute the Subscribed Channels, and shall entitle 9X to terminate the Agreement and deactivate/disconnect the Subscribed Channels and take any other measures as may be appropriate.

18.2 9X may, at any time, assign the Agreement including, without limitation, its rights and obligations, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as 9X vis a vis the Affiliate. Such assignment by 9X as aforesaid shall be effective on and from the date as communicated in writing by 9X to the Affiliate.

19 NOTICES:

19.1 All notices given hereunder shall be given in writing, by personal delivery, or Registered Post AD, at the correspondence address of the Affiliate and 9X set forth in the Agreement, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered Post AD only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post AD shall be deemed delivered on the third day from the date on such Registered Post AD.

- 20 **SEVERABILITY:**
- 20.1 Any provision of this Agreement, which is invalid, illegal or unenforceable in any respect, shall be ineffective to the extent of that invalidity, illegality or unenforceability, without prejudice to the continuing operation of the remaining provisions of this Agreement.
- 21 **SUPERSESION:**
- 21.1 Except as provided herein, the Agreement constitutes 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, in the event there are any previous amounts due and payable by the Affiliate to 9X from prior agreements or otherwise, relating to the subject matter of the Agreement, the Affiliate's obligation to pay will continue to survive till the payments are made.
- 22 **EXECUTION REQUIREMENTS:** For the purposes of execution of this Agreement the Affiliate shall provide the following documents to 9X:
- 22.1 If the Affiliate is an individual or a sole proprietor:
- 22.1.1 Photograph of the cable network owner.
- 22.1.2 Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill / Income Tax Returns.
- 22.1.3 Self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
- 22.2 Provided, that in the event another person executes the Agreement on behalf of such sole proprietor, a true copy of the power of attorney delegating such powers by the sole proprietor shall also be provided to 9X.
- 22.3 If the Affiliate is a partnership firm:
- 22.3.1 Certified true copy of the registered Partnership Deed.
- 22.3.2 Separate powers of attorney signed by all partners authorizing the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
- 22.3.3 Photograph of the signatory.
- 22.3.4 Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- 22.4 If the Affiliate is a company:
- 22.4.1 The Certificate of Incorporation – certified by the Company Secretary / Director.
- 22.4.2 Memorandum and Articles of Association of the company.
- 22.4.3 Board resolution certified by the Company Secretary / Director authorizing the above named signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
- 22.4.4 Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- 22.4.5 Photograph of the signatory.
- 22.5 If the Affiliate is a Hindu Undivided Family "HUF"
- 22.5.1 The photograph of the Karta.
- 22.5.2 The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
- 22.5.3 The names of all coparceners and his/her relation with the Karta.
- 22.5.4 Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
- 22.5.5 Copy of Passport / Voters ID / PAN Card / Driving Licence for signature verification attested by the Karta.
- 22.6 If the Affiliate falls into the 'Other' category
- 22.6.1 Such documents as required by 9X.

SCHEDULE I

Definitions

In the Agreement (including Schedules of and Applicable Annexure(s) to the Agreement) unless defined elsewhere in the Agreement or the context otherwise requires, the following words and expressions shall have the meanings set out herein below:

- "Applicable Annexure(s)"** : shall mean any one or more annexure to the Agreement (as amended and executed by the Parties from time to time) inter alia, specifying (i) the Channels opted by the Affiliate, (ii) Subscription Fee, (iii) due date of payment of Subscription Fee, (iv) DSR No. & Viewing Card no., and (v) band and frequencies for placement of the Subscribed Channels. It is clarified here that the last amended and executed version of the respective annexure shall supersede the former executed annexure.
- "Applicable Laws"** : shall mean law, regulation, direction, notification or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including, without limitation the Telecom Regulatory Authority of India ("TRAI").
- "Area"** : shall mean the area(s) as defined in Article 3 of the Agreement with respect to only those residential flats, apartments, buildings, dwelling units in existence and duly occupied on the date of the Agreement.
- "Channels"** : shall mean all the satellite television channel(s) provided by 9X as set out in the Applicable Annexure.
- "Distribution System"** : shall only mean the local ground cable distribution system used by the Affiliate to distribute the Subscribed Channels in the Area and shall exclude distribution through Digital Cable Television networks, Conditional Access System, Direct-To-Home, Headends-in-the-Sky, Multipoint Microwave Distribution System / Multi-channel Multi-point Distribution System ("MMDS"), Digital Terrestrial Transmission, Direct-To-Home ('C' Band), Broadband, IP TV, Terrestrial Transmission, or any other medium or technology or device now known and/or invented or that may be invented, and the use of which is permitted by 9X, in the future.

- “DSR”** : shall mean the “Digital Satellite Receiver” required for accessing the Channels to be supplied or already supplied to the Affiliate directly by 9X or through suppliers nominated by 9X in terms of Applicable Annexure(s).
- “Equipment”** : shall mean the DSR(s), the Viewing Card(s) and remote where applicable.
- “Existing Subscriber Base”** : shall mean the number of Subscribers disclosed by the Affiliate in the area and as stated in Applicable Annexure(s) of the Agreement against the Existing Subscribed Channels to whom the Affiliate shall be providing the subscribed channels.
- “Subscribers”** : shall mean and include the total number of viewing devices (television / computer with T.V. card installed / any other mode of viewing) within each location within the Area including any individual dwelling (whether a single family home or in a multi resident building) or any other location, which is receiving the Subscribed Channels from the Affiliate through the Distribution System. In respect of each location with multiple dwellings, each dwelling receiving the Subscribed Channels shall be one Subscriber and in case of any individual dwelling having multiple television sets each television set shall be deemed to be an individual Subscriber and shall be charged separately.
- “Subscription Fee”** : shall mean the subscription fee as specified in Article 5.
- “Term”** : shall mean the term of the Agreement as specified in Article 4 of the Agreement.
- “Viewing Card”** : shall mean a card inserted into the DSR to decrypt the signals received in order to view each Channel.
