



SATLINKS

14/234(1), Kallipadam, Industrial Park, Shoranur-679122, Palakkad - Dist., Kerala
Phone - 0466 - 2224800

GST NO. :32AAJFS1150JIZE
PAN NO. :AAJFS1150J

REFERENCE INTERCONNECT OFFER- CARRIAGE AGREEMENT

This Carriage Agreement ("Agreement") is executed on this ____ day of _____, 2018, by and between:

Satlinks, 14/234(1),Kallipadam, Industrial Park,Shoranur-679122,Palakkad-Dist, Kerala which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its holding company, affiliates, joint ventures, successors and assigns]

AND

M/s.having its office
at.....

Status: Company / Partnership Firm /Proprietorship Firm/ Individual/HUF/Other

Authorized Signatory (Mr. / Ms.): _____

Correspondence Address: _____

PAN No.: _____ GST#: _____

(hereinafter referred to as "Broadcaster/ authorized agent", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include the heirs, executors and administrators in the case of a sole proprietorship; the partner or partners for the time being and the heirs, executors and administrators of the last surviving partner in the case of a partnership firm; the successors and permitted assigns in the case of a company)

Satlinks and Broadcaster/authorized agent may hereinafter individually and collectively be referred to as "Party" and "Parties", respectively.

WHEREAS

- A. Satlinks is a Multi System Operator and is authorized to retransmit signals of various television channels through its Cable Television Networks in DAS notified areas of Phase 2,3 and 4.
- B. Broadcaster/authorized agent appointed by the Broadcaster to negotiate and execute agreements with, inter alia, Multi- System Operator for carriage of the Channels on the Cable Television Network(s) of such Multi-System operator is desirous to ensure re-transmission of the channel(s) on the Cable Television Networks of Satlinks through their addressable system, and Satlinks is willing to carry the Channel(s) on its Cable Television Networks, subject to the terms and conditions provided herein.



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NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: -

1. **DEFINITIONS:** In this Agreement, unless the context otherwise requires, the following defined expressions shall have such respective meaning as has been assigned to them hereunder:
 - 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 transmission of programs including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;
 - 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) "Area(s)" means such areas within the Territory, as are specified in Annexure A, in which the Cable Television Networks of Satlinks provide signals of channels to their subscribers
 - d) "average active subscriber base" means the number arrived by averaging the active subscriber base count in the manner specified in the Schedule VII of Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017
 - e) "Broadcaster(s)" means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services; and identified in Annexure B attached hereto, which is/are the owner(s) and operator(s) of their Channel(s)
 - f) "Cable Service" means the transmission of programs including retransmission of signals of television channels through cables;
 - g) "Cable Television Network" or "cable TV 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;
 - h) "Channel(s)" means the satellite television channel(s) of the Broadcasters, as are detailed in Annexure-B
 - i) "Carriage Fee" means the fee payable by Broadcaster/Authorized agent to Satlinks only for the purpose of carrying the Channel(s) through Satlinks without, specifying the placement of such channels onto a specific position in the electronic program guide or, seeking assignment of a particular channel number to such channels or seeking to place the channel in a particular package or bouquet:



- j) "Multi-system operator" or "MSO" means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 of the Cable Television Networks (Regulation) Act, 1995 and who receives a programming service from a broadcaster and retransmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;
- k) "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;
- l) "Set Top Box" or "STB" means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;
- m) "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;
- n) "Territory" means DAS Phase II, III and IV areas (as applicable) as notified by the Central Government.

2. INTERPRETATION: In the interpretation of this Agreement, unless the context requires otherwise:

- a) The headings herein are used for convenience only and shall not affect the construction of this Agreement
- b) The references to Annexure are references respectively to the annexure to this Agreement
- c) The reference to the singular includes reference to plural and vice versa
- d) The reference to any gender includes a reference to all other genders
- e) The term "including" shall mean "including without limitation"
- f) In addition to the defined terms in Clause 1 of this agreement, there are other defined terms in the body of this agreement which shall have such respective meaning as have been assigned to them in the body of this agreement

3. CARRIAGE:

- a) By and under this reference interconnect offer, the Broadcaster/authorized agent hereby requests Satlinks to carry the Channel(s) and pursuant to the said request and upon the Broadcaster/Authorized agent 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, Satlinks has agreed to carry the Channel(s) of the Broadcaster , for the sole purpose of re-transmitting and re-distributing the Channel/s in the areas through Satlinks on its addressable system
- b) Satlinks hereby agrees to carry the Channel(s) of the Broadcaster/ authorized agent on the Cable Television Networks of Satlinks subject to, inter alia, technical and commercial parameters set out herein after in Annexures C and D respectively of this agreement



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- c) 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
- d) Broadcaster/ authorized agent agree to provide the necessary number of IRDs and Digital encoders for digital head ends of E-Digital.
- e) Satlinks has the sole discretion to decide the LCN position of the channel in each of the territories.

4. CARRIAGE FEES & PAYMENT TERMS:

- a) During the Term, in consideration of Satlinks carrying, retransmitting and redistributing the Channel(s) in the Areas through its Cable Television Networks, the Broadcaster/authorized agent 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 15th day of receipt of invoice for the respective month ("Due Date")
- b) In addition, the Broadcaster shall be liable for the payment of all applicable taxes, cess, etc. including GST, as may be applicable on the Carriage Fee payable by the Broadcaster/authorized agent to Satlinks
- c) Satlinks shall raise invoice on Broadcaster/ authorized agent towards the Carriage Fee (along with applicable taxes)
- d) Payment of any Carriage Fee to Satlinks shall be made by Broadcaster/ authorized agent either by
 - i. Demand Draft in favour of Satlinks payable at Bangalore or any other place that may be specified by Satlinks in writing from time to time; or
 - ii. Electronic wire transfer into Satlinks Bank Account, accompanied by documentary evidence, post deduction of applicable withholding taxes, certification of which shall be provided by Broadcaster/ authorized agent to Satlinks as per the timeline specified under the Indian Income Tax laws
- e) In the event of failure or neglect by the Broadcaster / authorized agent in making payment of the Carriage Fee by the Due Date, the Broadcaster/ authorized agent shall be liable to pay interest on the delayed payment at the rate of 18% p.a. from the date such amounts became due until those are fully and finally paid

5. TERM, TERMINATION & EFFECT OF TERMINATION:

A. TERM:

This Agreement shall be valid for a period of one year commencing from _____ 2018 and shall remain valid until _____, 2019, unless terminated earlier in accordance with the provisions of this Agreement ("Term"). Both parties shall renew the agreement well before the expiry of this agreement to ensure continuity of services



B. TERMINATION:

- a. **Termination on the happening of an event:** This Agreement may be terminated by Satlinks or the Broadcaster/ authorized agent, subject to Applicable Laws, prior to its expiry in the following circumstances:
 - i. In the event of a material breach by either party of their obligations under this agreement, this has not been cured within fifteen days of being required in writing to do so
 - ii. Non-payment of Carriage Fees by the Broadcaster/ authorized agent before the Due Date
 - iii. Bankruptcy, insolvency or the appointment of a Receiver or the appointment of a Liquidator over the assets of that party
 - iv. If the Broadcaster's license to broadcast/ downlinking license is revoked, cancelled, suspended or withdrawn or the authorized agent's authority to represent the Broadcaster is terminated.
- b. **Termination at will:** Notwithstanding all that is stated in clause 5 (B) above, both Parties shall have the right to terminate this by giving 30 days advance notice in writing.
 - i. In the event of termination of this agreement by Satlinks under clause 5Ba(i) or 5Ba(ii) above, Satlinks shall be entitled to cease to carry, re-transmit and re-distribute the Channel/s of the Broadcaster/authorized agent and shall be entitled to retain the integrated receiver decoders, CAM Modules, viewing cards/smart cards, remotes of the Channel/s and/or any other equipment used in relation thereto ("Equipment") of the Channel/s until all the outstanding amounts are cleared. Further, Satlinks shall be entitled to initiate appropriate legal proceedings against the Broadcaster/authorized agent for, inter-alia, recovery of all outstanding amounts and any other equitable remedy that may be available to Satlinks
 - ii. It is hereby clarified 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.

6. REPRESENTATIONS AND WARRANTIES:

- a) The Parties hereby represent, undertake and warrant to each other that they have requisite powers and authority to enter into this agreement and to fully perform its obligations hereunder
- b) Broadcaster/authorized agent represent, warrants, declares, undertakes and agrees that:
 - i. Broadcaster/authorized agent is the sole, absolute, exclusive and unencumbered legal owner of the Channel(s) which it is exhibiting, broadcasting and retransmitting through Satlinks within the Territory
 - ii. The Broadcaster has valid and subsisting license issued by Ministry of Information and Broadcasting and has Intellectual Property Rights including Copyrights, contained in the program content of the Channel/s.



iii. that the exercise of rights accruing through the Channel(s) being re-transmitted through Satlinks 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, in contempt or breach of any provision of the statute, or program code and/or Advertising Code (provided under The Cable Television Network Rules, 1994, as amended from time to time). Broadcaster / authorized agent shall hold Satlinks 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

7. MISCELLANEOUS:

- a) **Confidentiality:** The Parties shall keep in strict confidence, any confidential information received by it as regards each other's business affairs, including the terms and conditions of this Agreement ("Confidential Information") and shall not disclose the same to any person, not being party to this Agreement. Each Party shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons to whom the Confidential Information may be disclosed on a need to know basis, to the obligations of such confidentiality. The Confidential Information shall, always, remain the exclusive property of the respective Party and a Party shall not acquire any rights in the Confidential Information of the other Party
- b) **Force Majeure:** Failure on the part of any the Parties to perform any of its obligations, shall not entitle either 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 fulfilment by either Party of any obligation set forth in this Agreement is delayed, the period of such delay shall not be considered in computing periods prescribed by this Agreement. Force Majeure will include act of god, earthquake, tides, storm, flood, lightening, explosion, fire, sabotage, quarantine, epidemic, arson, civil disturbance, terrorist attack, war like situation, or enactment of any law or rules and regulation or revocation of registration of the Parties any circumstances beyond the reasonable 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. If the conditions of Force Majeure to continue for a period exceeding one month, the Parties shall meet to decide upon the future performance of this Agreement. If the Parties are unable to agree upon a plan for future performance, then the
- i. This Agreement shall be terminated upon notice of either Party to the other, on expiry of one month from the date of such notice.



- ii. Any accrued payment obligation of a Party prior to the commencement of Force Majeure shall survive the termination of this Agreement pursuant to such Force Majeure
- c) **No Agency:** Neither Party shall be or hold itself as the agent of the other under this agreement. This Agreement between Broadcaster/ authorized agent and Affiliate is on principal to principal basis and is terminable in nature
- d) **No Waiver:** The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this agreement or to enforce any such provisions or the relinquishment of any such rights, and such rights shall continue and remain in full force and effect. No single or partial exercise by either Party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any Party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement
- e) **Assignment:** Notwithstanding anything contained in this Agreement, Broadcaster/ authorized agent shall not have the right, without the prior written consent of Satlinks to assign or transfer this Agreement or any of its rights or obligations under this agreement to any third party. However, Satlinks shall be entitled to assign or transfer its rights, obligations and duties under this Agreement in whole or in part, without the prior written intimation or consent of the Broadcaster/ authorized agent to any of its affiliates, holding company, its subsidiaries and/or its joint ventures
- f) **Severability:** If any provision of this agreement becomes invalid, illegal or unenforceable, in whole or in part, the validity of the remainder provisions 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
- g) **Notices:** All notices given hereunder shall be given in writing, by personal delivery, courier, Speed Post or Registered Post A.D., at the correspondence address of Satlinks and Broadcaster/ authorized agent 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 Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address
- h) **Governing Law & Dispute Resolution:** The rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the laws of India. The Telecom Disputes Settlement and Appellate Tribunal, New Delhi, to the exclusion of all other courts, shall have exclusive jurisdiction to entertain any disputes arising out of or relating to this Agreement
- i) **Legally Binding:** This Agreement has been executed by the Parties hereto of their own free will, without any coercion or undue influence and shall be valid and legally binding on both parties



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from the date above written. Both Parties consider this Agreement to be fair and as being in their respective interest

- j) **Entire Understanding / Modifications:** This Agreement along with its Schedule and applicable Annexure(s) contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of the court/tribunal, any modification, variation, alteration and amendment of the provisions of this Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day, month and year mentioned hereinabove.

Signed for & on behalf of Satlinks

Sign: _____

Name: _____

Title: _____

Signed for & on behalf of Broadcaster/ authorized Agent.

Sign: _____

Name: _____

Title: _____



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Schedule IV: (Refer sub-regulation (16) of the regulation 10)

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

| SL# | PARTICULARS | DETAILS |
|-------------|---|---------------|
| 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 | |
| 14 | Name of satellite | |
| 15 | Orbital location | |
| 16 | Polarization | |
| 17 | Downlinking frequency | |
| 18 | Modulation/coding and compression standard of channel | |
| 19 | Encryption of channel: encrypted / unencrypted | |
| (Signature) | | Date & Place: |

DECLARATION: I _____ s/o or d/o _____

(Authorized Signatory), of _____ (Name of the broadcaster), do hereby declare that the details provided above are true and correct.

(Signature)

Date and Place:



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REFERENCE INTERCONNECT OFFER- CARRIAGE AGREEMENT

ANNEXURE A - TARGET MARKETS

| | |
|--------|--|
| KERALA | |
|--------|--|

ANNEXURE B - BROADCASTERS AND CHANNELS

| Name of the broadcaster | Name of the channel |
|-------------------------|---------------------|
| A. | |
| B. | |
| C. | |
| D. | |

ANNEXURE C - TECHNICAL PARAMETERS

| Description | Details |
|------------------------|---------|
| PIRD/CAM/IRD | |
| Output Type | |
| Convertors (if any) | |
| Downlinking Parameters | |



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ANNEXURE D

MONTHLY CARRIAGE FEE COMPUTATION FOR SD CHANNELS

Channel Name:

| If monthly subscription of the Channel is: | Multiplier (A) | Satlinks Fee per channel per subscriber per month (in Rupees) (B) | Carriage fee Payable for the Channel in Rupees= (Average Active Subscriber Base in the month X (A X B)) |
|--|----------------|---|---|
| Less than 5% of average active subscriber base | 100% | 0.2 | |
| Between 5% to 10% of average active subscriber base | 75% | 0.2 | |
| Between 10% to 15% of average active subscriber base | 50% | 0.2 | |
| Between 15% to 20% of average active subscriber base | 25% | 0.2 | |
| More than 20% of average active subscriber base | 0% | 0.2 | |

MONTHLY CARRIAGE FEE COMPUTATION FOR HD CHANNELS

Channel Name:

| If monthly subscription of the Channel is: | Multiplier (A) | Satlinks Fee per channel per subscriber per month (in Rupees) (B) | Carriage fee Payable for the Channel in Rupees= (Average Active Subscriber Base in the month X (A X B)) |
|--|----------------|---|---|
| Less than 5% of average active subscriber base | 100% | 0.4 | |
| Between 5% to 10% of average active subscriber base | 75% | 0.4 | |
| Between 10% to 15% of average active subscriber base | 50% | 0.4 | |
| Between 15% to 20% of average active subscriber base | 25% | 0.4 | |
| More than 20% of average active subscriber base | 0% | 0.4 | |

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

- Name: Anilkumar
- Telephone Numbers: 9447722928
- E-mail address: anilyestvindia@gmail.com