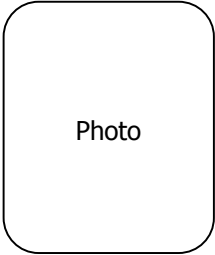


Agreement No.: .....

D.B. Code : .....



**REFERENCE INTERCONNECT OFFER – NON CAS**

This Agreement is executed on this ..... Day of .....’20 at Hyderabad

**BETWEEN**

**M/s.Maa Television Network Limited**, a Company incorporated in India, under the Companies Act,1956 with its Registered Office at Aishwarya House, Plot No.770/C, Road No.44, Jubilee Hills, Hyderabad - 500 051 (Hereinafter referred to as the “LICENSOR” which term shall include its successors, legal heirs and administrators of the One Part)

**AND**

**Licensee:** M/s. ....,

having their office at .....

.....

.....

..... represented by its .....

Mr./Ms./Mrs....., (Hereinafter referred to

as the “LICENSEE” which term shall mean and include a Multi System Operator including its agent or

intermediary and / or a Cable Operator who distributes, inter alia, Satellite Television Channels via the

Distribution System and shall also include Link Operator/Sub Operator/Cable Operator/Last Mile

Operator/Franchisee/ Agents of such Multi System Operator and or Cable Operator and also include

respective successors, legal heirs and administrators of the Other Part)

**WHEREAS:**

The Licensor is engaged in the business of ‘Electronic Media’ and presently running Satellite Television Channels. The Licensee is the MSO duly registered with local authorities under Cable TV Networks (Regulation) Act 1995, vide Registered No: ..... and approached the Licensor to make available the services of Licensor to its subscribers, which is under the control of Licensor. The complete Correspondence and Installation Address of the Licensee are mentioned in the **Annexure – I**.

Upon the representation and submissions made by the Licensee and believing the same is to be true, the Licensor has agreed to grant the same subject to the terms and conditions hereinafter;

## HARDWARE:

The Licensor shall provide IRD/s and Viewing Card/s (hereinafter referred to as the "Equipment") to the Licensee under lease. The 'Technical Specification' of the Equipment are mentioned in the **Annexure-II**. The Licensee shall pay an amount of Rs...../- (Rupees ..... Only) towards processing fee, which is non-refundable under any circumstances.

## SUBSCRIPTION:

### 1. SERVICE:

The term 'Service' shall mean the Channel/s selected by the Licensee as indicated below to distribute in the Area stated in the **Annexure – 'III'** for reception by the Subscriber/s either directly or through its Head End/Link Operator/Sub Operator/Cable Operator/Last Mile Operator/Franchisee/ Agents;

1. Maa	
2. Maa Music	
3. Maa Movies	
4. Maa Gold	
5.	
6.	

### 2. AREA:

- a. The term "Area" shall mean the areas stated in the **Annexure – 'III'** within which the Licensee shall distribute the Service to the subscribers through the distribution system. The details of Link Operators/Sub Operators/Cable Operators/Last Mile Operators/Franchisee Operators/Agents (include Network of the Head End Partner) (Hereinafter referred to as the "Sub Operators") are also mentioned in **Annexure 'III'**.
- b. It is hereby expressly agreed that the Licensee is not entitled under this Agreement to distribute the Service to Hotels, Bars, Restaurants, Cinema Halls/Theatres, Pubs, Guest Houses, Hospital, Public Viewing Areas, Stadium, Clubs, Industrial Townships, Shops, Business Establishments, or the like, for which a separate written Agreement shall be required to be executed.
- c. If the Licensee fails to adhere to its obligations mentioned herein, the Licensee shall be deemed to have unauthorized access to the signals of the Service and Licensor shall have the right to terminate the Agreement and disconnect / deactivate the Service in addition to any legal or equitable remedies available to it.

- d. The Licensee in the event of merging with any MSO or take over any other MSO or extending the business to any new place which is not covered under the definition of the Area or for which territory there are no other Licensee to provide Service to the subscribers, the Licensee shall declare such number of new subscribers to the Licensor.
- e. The Licensee should declare 100% subscribers to the Licensor in terms of No. of Television Sets receiving the signals of Service in the Area stipulated in **Annexure-III**. If the Licensor, on their enquiry, found more number of subscribers than the declared subscribers and upon the communication from the Licensor if the Licensee does not act upon within a period of 7 days from receipt of such communication the Licensor shall be at their liberty to deactivate the signals of the Service without any prior notice and without prejudice to other rights available.

### 3. SUBSCRIPTION FEE:

- a. The subscription fee is based on declared subscribers by the Licensee. The Licensee shall pay to the Licensor, the subscription fee for the Service, every month in advance, as detailed below, for the Area mentioned in the **Annexure - III**.

#### ALA-CARTE RATES:

Channels	No. of Subscribers	Rate per Subscriber per month (Rs.)	Total Subscription Fee per month (Rs.)
<b>Maa</b>		<b>6.00</b>	
<b>Maa Music</b>		<b>7.50</b>	
<b>Maa Movies</b>		<b>18.50</b>	
<b>Maa Gold</b>		<b>11.00</b>	

#### BOUQUET RATES:

Bouquet No.	Channel Names	No. of Subscribers	Bouquet Price [in Rs.]	Total Subscription Fee per month (Rs.)
<b>1</b>	<b>Maa TV + Maa Movies + Maa Music + Maa Gold</b>		<b>39.00</b>	
<b>2</b>	<b>Maa TV + Maa Music + Maa Movies</b>		<b>29.00</b>	
<b>3</b>	<b>Maa TV+ Maa Music + Maa Gold</b>		<b>22.00</b>	
<b>4</b>	<b>Maa TV + Maa Movies + Maa Gold</b>		<b>32.00</b>	
<b>5</b>	<b>Maa Music + Maa Movies + Maa Gold</b>		<b>34.00</b>	
<b>6</b>	<b>Maa TV + Maa Music</b>		<b>12.00</b>	
<b>7</b>	<b>Maa TV + Maa Movies</b>		<b>22.00</b>	
<b>8</b>	<b>Maa TV + Maa Gold</b>		<b>15.00</b>	
<b>9</b>	<b>Maa Gold + Maa Movies</b>		<b>27.00</b>	
<b>10</b>	<b>Maa Gold + Maa Music</b>		<b>17.00</b>	
<b>11</b>	<b>Maa Music + Maa Movies</b>		<b>24.00</b>	

- b. The subscription fee may vary in accordance with the Law for the time being in force and the Licensee shall pay to the Licensor or to its assigned Distributor the subscription fee by Demand Draft / Pay Order drawn in favor of "Maa Television Network Limited" payable at Hyderabad.
- c. In the event of any increase in the subscribers with respect to the Service, the subscription fee shall be calculated on the revised subscription base. The Licensee agrees that the subscription fee shall not be reduced below the consideration agreed on signing of this Agreement.
- d. The Licensee shall pay to the Licensor in addition to the subscription fee all applicable taxes including Service Tax, Cess (including Education Cess), Levies, Charges, Duties, Bank Fee, Transfer Fee, etc.
- e. In the event of default in payment of the Subscription Fee, simple interest at the rate of 15% per Annum shall be paid by the Licensee on the arrears of such Subscription Fee, from the date of default. However if the Licensee continues to default in payment of interest and Subscription Fee, the Licensor will be at their liberty to deactivate the signals by following the due process of Law.

#### **4. NON EXCLUSIVE RIGHT:**

- a. The Licensor grants to the Licensee the non-exclusive right to distribute the Service in the Area for reception by subscribers either directly or through its sub operators. For purposes of this Agreement, sub operators shall mean and include any person or entity that receives the Service from the Licensee or from a person permitted by the Licensee to provide the Service and retransmits the same for reception by subscribers.

Subject to Clause 2 (b), "Subscriber" shall include any person or entity that receives the Service for exclusive viewership at a location within the Area, from the Licensee and does not further transmit the Service to any other person. The Licensee agrees and undertakes to unconditionally distribute the free to air channel/s that may be launched by the Licensor in future, along with the Service.

- b. Without prejudice to the remaining provisions of this Agreement the Licensor reserves the right:
  - i. To commence or continue to provide the Service directly to other affiliates and to appoint other Affiliates in the Area for the purpose of distributing the Service, subject to the observance of the provisions of applicable law in force.
  - ii. To discontinue any channel which form part of the Service as Licensor shall deem fit subject to and in compliance with the rules, regulations and orders, if any in this regard.
- c. It is expressly agreed between the parties that the Licensee's right to receive and distribute the Service shall be conditional upon the performance by the Licensee of all its obligations arising under this Agreement and mere possession of the Equipment shall not entitle the Licensee to receive and/or to distribute the Service.

## 5. OBLIGATIONS OF THE LICENSEE:

- a. The Licensee shall receive and de-code the Service only through the Equipment provided by the Licensor.
- b. The Licensee shall at its own cost and expense cause the Service to be received only from the designated Satellite(s) as notified by the Licensor from time to time and shall distribute the Service to subscribers via the permitted distribution system, using the same original audio and visual signals and sound tracks (including any stereo tracks) as provided by the Licensor to the Licensee, in accordance with the restrictions, terms and conditions set forth herein. The Licensee shall be responsible, at its sole cost and expenses, for obtaining all licenses & permits and shall take necessary steps to ensure that (i) the Service is received only by subscribers who pay the full applicable subscription fee for such Service and (ii) no location for which the applicable subscription fee is not paid shall be capable of viewing the Service. The Licensee further agrees and undertakes that it shall cause continuous distribution of the Service to all its subscribers during its telecast without blocking it out or interfering with it any manner whatsoever.
- c. The Licensee shall ensure that the permitted distribution system is maintained on a standard capable of delivering as per Bureau of Indian Standards Act 1986 ("BIS") specifications broadcast quality signals to subscribers and that the Service distributed to subscribers at such broadcast quality level, which is in any event should not be less favourable than the quality of signals delivered by the Licensee to its subscribers for any other channel.
- d. The Licensee shall give preferred channel placement to the Service in relation to the competitor's channels. The Licensee shall place the Service on the band and frequency as listed below. Further the Licensee as per the requirement of the Licensor, shall interchange the Service within the bands and frequencies and the Licensee shall be under an obligation to adhere to such requests. It is expressly agreed that one of the prime considerations that the Licensor has agreed to enter into the Agreement and grant the rights herein to the Licensee to distribute the Service based on the representation and assurance that the Service shall be given the placement on the band frequency as specified. The Specifications are as follows;

Channel	Band	Frequency
<b>Maa</b>		
<b>Maa Music</b>		
<b>Maa Movies</b>		
<b>Maa Gold</b>		

- e. Any discounts, special schemes, free periods etc., as offered by the Licensee to its subscribers or sub operators shall be at cost and responsibility of the Licensee and no burden of such discounts or other promotional schemes shall be passed on to the Licensor.

- f. The Licensee shall not make its subscribers take other channels or Services or fulfill any other commercial consideration as a precondition to receiving the Licensor's channels or Service.
- g. In the event the Licensee is required under the Income Tax Act, 1961 to withhold or deduct tax or other duties or levies that are required by law to be made from a payment due under the Agreement (including without limitation, the Subscription Fee), all of the following conditions shall apply;
  - i. The Licensee shall promptly upon becoming aware that it is required to make any withholdings or deduction (or that there is any change in the rate or the basis of a withholding or deduction), notify Licensor accordingly;
  - ii. The Licensee shall deliver to Licensor, receipts, certificates or other proofs evidencing the amounts (if any) paid or payable in respect of any such withholding or deduction and the Licensee shall co-operate in completing any requirements necessary to obtain authorization to make the payment without any withholding or deduction.
  - iii. The subscription fee payable by the Licensee to the Licensor shall be exclusive of all government taxes, levies, cess, service tax, education cess, charges, duties, bank fee, transfer fee etc., and subject to deduction of applicable TDS. The subscription fee shall accordingly be increased to the extent of such government taxes, levies, cess, etc.
  - iv. The Licensee further acknowledges and declares that the Licensor is not responsible for noncompliance of statutory obligations by the Licensee with regard to the Service availed under this Agreement.

## **6. INTELLECTUAL PROPERTY RIGHTS:**

- a. The Licensee shall not use the channel marks or the Licensor's trade names and/or trademarks in any manner that is not expressly provided in the Agreement, unless it has obtained the prior written approval of Licensor. For removal of doubts, the Licensee shall not use the Licensor's trade names and/or trademarks in a manner that will adversely affect the goodwill and reputation of Licensor and its products and Service.
- b. It is expressly agreed and understood that the Licensee shall not acquire any intellectual property rights, ownership or other rights, including but not limited to rights relating to any trademarks, service marks or copyrights (whether registered or unregistered), with respect to the Service or additional channels except as expressly set forth in the Agreement, nor shall grant to others, the right to use the Service or any other rights in and to the Service except as specifically set forth in the Agreement.
- c. The Licensee shall not acquire and agrees not to take advantage of any legal possibility to acquire any proprietary or other rights in the trade names and marks to which the Licensor or its principal (the owners/providers of the Service) assert proprietary or other rights ("Channel Marks") and further agrees not to use the channel marks in any corporate or trade name.

- d. The Licensee agrees that after discovering or coming to notice of any actual or impending infringement or unauthorized use of the channel, marks or any other intellectual property rights or ownership rights relating to the Service, by or through any Subscriber/Sub Operator, the Licensee shall immediately report to Licensor with full details.
- e. The Licensee acknowledges that the Licensor shall have sole discretion to approve the use of Channel marks by the Licensee. The Licensee further agrees that by reason of the Agreement, it shall not acquire any proprietary or other rights or interest in the Channel marks.

## **7. RECORDS AND ACCOUNTS:**

The Licensee shall keep accurate and complete records, accounts, billings, list of subscribers, sub Operators and their viewership details, like addresses, Service taken, periods for which they were taken and all other matters which pertain to sub-operators/subscribers and all such records and accounts shall be available for the inspection and audit by Licensor or its representatives on reasonable notice to the Licensee, during normal business hours during the term of this Agreement. Neither Licensor's acceptance of any such information or payment, nor Licensor's inspection or audit of Licensee's records or accounts will prevent Licensor from later disputing accuracy or completeness of any payment made or information supplied.

## **8. ANTI-PIRACY OBLIGATIONS**

- a. The Licensee shall, at its own expenses, take all necessary steps to prevent and stop unauthorized or illegal use of the Service or signals thereof as described below.
- b. The Licensee represents, warrants and undertakes that the systems, processes and controls in place regarding the distribution of Smart Cards so as to ensure that they are only leased within the Area by the Licensee or by its authorized dealers and such lease is only made to bona-fide subscribers residing in the Area and installations are made at a adequate address and necessary steps taken to ensure adequate systems, processes and controls shall include, without limitation, the Licensee ;
- c. In the event the Licensee is found to be in breach/violation of the terms and its obligation under this Agreement, the Licensor shall be entitled to deactivate/de-authorize the Service after following the procedure laid down in the regulations/directions/orders of the TRAI or any other statutory authority.

## **9. RESTRICTIONS:**

- a. The Licensee shall subject to constraint of factors beyond its control, distribute each Subscribed Channel in it's entire Area, without interruption, addition, deletion or editing except as may be required by any applicable laws in the Area.

b. The Licensee shall not, without the Licensor's prior written consent;

- i. Distribute or exhibit or authorize, license or permit the distribution or exhibition of the Service by any such medium or devices, now known, or hereafter devised throughout the Area other than in accordance with the terms of the Agreement. The Licensee shall not without Licensor's prior written permission, distribute the Service via any distribution system or medium other than the permitted distribution system. Further, the Licensee subject to the applicable law shall not distribute the Service to any commercial establishments in the Area unless specially provided herein.
- ii. Copy any of the programmes, data or content included on the Service for the purpose of distributing them later, or for any other reason, except as may be required by any applicable laws within the Area provided that the Licensee promptly notifies the Licensor before making any copy;
- iii. Cut, edit, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programme, data or content included on the Service except as may be required by any applicable laws within the Area.
- iv. Except for the Service specifically permitted vide clause 1 & 2 of the Article 1 in the Agreement, the Licensee shall not incorporate any Subscribed Channel or the programmes, data or content therein as part of any Free TV, Interactive TV, Internet Protocol TV (IPTV), Pay Per View (PPV), Video On Demand (VOD) or Near Video On Demand (NVOD) Services or On-line Services, or otherwise exhibit or cause the exhibition of any stills extracts or data from any Subscribed Channel or the programmes therein via the Internet or any other Local or Area Wide Computer Network or Mobile/Telephone or Handheld Devise;
- v. Reformat any Subscribed Channel so that it appears on less than the full screen of the television or add or super-impose any data, crawlers, buttons or other items to any Subscribed Channel;
- vi. Superimpose or otherwise add any third party or non-broadcaster advertising, promotions, programmes, data, content copyright, trademarks, trade names, logos, names and/or licenses on any Subscribed Channel, channel mark or Licensor promotional materials;
- vii. Use any copyright, trademarks, trade names, logos, names and/or likenesses, or any part of them, included in programmes on any Subscribed Channel, or which Licensor uses for marketing purposes, except in connection with its receipt or promotion of the Service;
- viii. Allow or authorize any other person to do any of the acts mentioned in clause 10 except with the permission of Licensor and in accordance with this Agreement;
- ix. Remove or shift or allow to be removed or shifted, the Equipment from the agreed address detailed in **Annexure - I** to this Agreement or allow anybody else to do the same and shall indemnify Licensor against any damage, destruction or theft or loss of the Equipment;



## 10. REPRESENTATION AND WARRANTIES OF THE LICENSEE:

The Licensee undertakes, represents and warrants to the Licensor as under:

- (a) It has the requisite power and authority to enter into this Agreement and to fully perform its respective obligations hereunder.
- (b) It shall submit to the Licensor a copy of its registration with the postal authorities as a Cable Operator along with a list of names and addresses of all sub operators operating under the Licensee along with copies of their registration. The Licensee further undertakes to renew such registration as and when required. The Licensee undertakes that it shall abide by the Cable Television Network (Regulation) Act, 1995 and further undertakes to maintain such registration in full force and shall duly inform the Licensor in the event of any changes or termination in its registrations or in the event of a change in names and addresses of sub-operators working under the Licensee within ten (10) days of such change failing which it shall be construed as a breach.
- (c) It shall provide the below detailed documents to the Licensor, for the purposes of execution of this Agreement.
  1. If the Licensee is a Company.
    - (i). The Certificate of Incorporation- certified by the Company Secretary / Director.
    - (ii). Memorandum and Articles of Association of the Company.
    - (iii). 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.
    - (iv). Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the authorized signatory.
    - (v). Photograph of the signatory.
  2. If the Licensee is a Partnership Firm:
    - (i). Certified true copy of the registered Partnership Deed.
    - (ii). 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.
    - (iii). Photograph of the signatory.
    - (iv). Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the authorized signatory.

3. If the Licensee is an Individual or a Proprietorship Firm:

- (i). Photograph of the Cable Network owner attested by a Gazette Officer.
- (ii). Proof of Residence – Passport / Voter's ID Card / Ration Card / Electricity Bill / Income Tax returns.
- (iii). Self attested copy of Passport / Voter's ID / PAN Card / Driving License for signature verification.

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 the Licensor.

- (d) It shall keep the Equipment in good and serviceable order and condition to the satisfaction of the Licensor and bear all expenses for general repairs and maintenance of the same and it shall immediately notify Cable Distribution Department of the Licensor, in the event of any mechanical/technical fault in the Equipment.
- (e) It shall not remove / shift the Equipment from the agreed installation address detailed in **Annexure-I**, without prior written consent of the Licensor.
- (f) It shall not shift, remove, modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment or interferes with the signals emanating there from. Any such act by the Licensee shall be construed as a willful and criminal default on the part of the Licensee in addition to breach of its obligations hereunder.
- (g) It shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Licensor. Further, the Licensee shall not remove or replace any part of the Equipment. The Licensee shall allow authorized employees or agents of the Licensor free access to the address mentioned in **Annexure – I** to check whether the Equipment is being properly used.
- (h) The Licensee undertakes that it shall not do any thing, which might tend to indicate that any TV programme is from any source other than the channel forming part of the Service under the Agreement.
- (i) It shall not misuse the Service and shall not conceal/misrepresent the details of subscribers in the Area. The Licensee further confirms that it shall promptly inform the Licensor any change in the names and addresses and other details of its sub-operators through whom the Service being delivered to the subscribers;
- (j) The Licensee shall take all necessary actions to prevent any unauthorized access to the Service in the Area and shall obtain and provide to the Licensor regularly updated piracy reports at-least once every quarter. The Licensee shall take appropriate remedial actions to curb piracy in the Area with information and consent of the Licensor.

- (k) It shall not misuse the Service and shall not conceal/misrepresent about the number of sub operators and the number of their respective subscribers to its distribution system(s).

#### **11. REPRESENTATIONS AND WARRANTIES OF THE LICENSOR:**

The Licensor represents and warrants the Licensee that it has the requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder.

#### **12. INDEMNITY AND THIRD PARTY CLAIMS:**

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

#### **13. TERM AND TERMINATION:**

This Agreement is valid for a fixed period of One Year, with effective from ..... to ..... It is agreed between the Parties hereto that upon expiry of the above period this Agreement shall come to an end. Thereafter, if the Parties agree to extend the term, a fresh Agreement or addendum to this Agreement shall be executed upon such fresh terms and conditions.

- a) Without prejudice to the rights of termination set forth elsewhere in this Agreement either of the parties may, subject to clause below, terminate this Agreement at any time by giving at least one month prior written notice to the other party in the event of a breach of any of the undertaking and obligations of such party under this Agreement, bankruptcy or insolvency of the either party, breach of any undertaking, representations and warranties given by either party hereto, which is not cured within such one month period.
- b) If the Licensee fails to adhere to its obligations mentioned herein, it shall be in breach of the Agreement and the Licensor shall be entitled to terminate the Agreement and disconnect/deactivate the Service with one month notice.
- c) Notwithstanding the provisions of clause above, the Licensor shall have the right to, forthwith; terminate this Agreement without notice to the Licensee, upon non-payment of subscription fee as contemplated above.
- d) The Licensor may terminate this Agreement, at any time, without liability, with prior notice to the Licensee, if it believes in good faith and reasonable judgment that it is threatened by or may be subject to legal, government or together adverse action under applicable treaties, tariffs, laws, rules, regulations or orders that may restrict the right of the Licensor to provide the Service or any part thereof to the Licensee or limit the Licensor's right or authorization to offer the Service.

#### **14. EFFECTS OF TERMINATION:**

- a) The Licensee shall prepare and deliver to the Licensor the final subscriber report relating to subscription fee due to the Licensor on Termination.
- b) All promotional material of the Licensor, which are in the Licensee's possession or under its control shall be delivered to the Licensor or otherwise disposed off in accordance with the Licensor's directions.
- c) The parties shall immediately cease to make any representations that they are associated with each other in the Area;
- d) The Licensee shall cease to use intellectual property and sign a confirmation of cessation of the use of Intellectual Property as may be required by the Licensor.
- e) The Licensor's right to terminate this Agreement shall be without prejudice to the Licensor's rights to any claims under this Agreement, injunctive relief(s) and other remedies available in law and the Licensee shall no longer be authorized / entitled to receive the Service.
- f) Upon termination of this Agreement, with notice, the Licensee shall immediately pay to the Licensor all outstanding payments and/or other sums, whatsoever, that may be due to the Licensor under this Agreement including the subscription fee as reduced by amounts already paid by the Licensee towards such Subscription Fee.
- g) The Licensee without prejudice to other remedies as may be available, shall promptly return the Equipment to the Licensor or its duly authorized representative, immediately upon termination of the Agreement or completion of the Agreement period, in a good working condition.
- h) Upon termination of this Agreement for any reasons whatsoever or disconnection of the Service for any breach of this Agreement by the Licensee, the Licensor may at its sole discretion revive this Agreement and reconnect the Service subject to such terms and conditions as are deemed fit by the Licensor. This reconnection of the Service and revival of this Agreement shall be communicated by the Licensor vide a letter for reconnection stating/mentioning therein the reconnection charges as well as arrears for the previous period along with interest at the rate of 24% per annum. The said reconnection of the Service and revival of the Agreement shall be subject to the payment of such arrears of charges and the reconnection charges as well as payment of an amount to be decided by the Licensor at its discretion, as an advance subscription fee in order to ensure timely payment of the future subscription fee by the Licensee. However, such advance subscription fee paid by the Licensee shall be adjusted only towards last installment(s) of the subscription fee payable by the Licensee for the term of the Agreement.
- i) The Licensor may, at its sole discretion, restore the Service by charging re-activation charges by a sum not exceeding Rs.1,000/- (Rupees One Thousand Only) from the Licensee.

## **15. LIMITATION & LIABILITY OF THE LICENSOR AND LICENSEE**

- a) It is expressly understood and agreed between the parties that the Licensor shall have no liability or obligation whatsoever under this agreement, towards the Licensee or the subscribers, arising from and in respect to;
- i. Any defect in the IRD/s attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Licensor's instruction or any use of the IRD/s with any apparatus or Equipment not authorized by the Licensor; in such an event the Licensor shall not be under any obligation to provide another IRD to the Licensee;
  - ii. Any action or failure to act or default on the part of any of Licensee's equipment distributor or installer;
  - iii. Any delay or failure in the performance of this Agreement caused by any reason or even beyond the reasonable control of the Licensor; and
  - iv. Deactivation, disconnection, interruption of the Service or termination of this Agreement by the Licensor in accordance with the terms of this Agreement for any reason whatsoever (including without limitation on account of the non-payment of subscription fee by the Licensee or on account of any other breach of this agreement by the Licensee).
- b) Nothing in this Agreement shall entitle the Subscriber to receive the Service from the Licensor, notwithstanding anything contained in the Contract(s) between the subscriber and the Licensee in the event;
- i. The Service disconnected or suspended by the Licensor; or
  - ii. This Agreement is terminated by the Licensor due to any breach of this Agreement by the Licensee
- c) The Licensee undertakes that it shall be solely responsible for dealing with the subscribers and shall be liable for any claims, actions, demands and proceedings by the subscribers arising out of the actions or omissions of Licensee. The Licensor shall not be liable to the Subscriber or to any other person for all or any indirect, direct, special, incidental or consequential damages arising out of or in connection with the provision of the Service or inability to provide the same whether or not due to suspension, interruption or termination of the service or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.

## **16. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter covered and supersedes any previous Agreements between the parties regarding such subject matter.

**17. GOVERNING LAW:**

- a. The substantive rights and obligations of the parties under the Agreement shall be governed by Indian Law.
- b. The Licensee agrees that it shall not seek injunctions or other interim / ad-interim orders from any Court or Judicial Authority / Tribunal in India save and except the Telecom Disputes Settlement and Appellate Tribunal, New Delhi (TDSAT). The parties agree that all disputes between the parties relating to issues arising under this Agreement shall be resolved solely through proceedings instituted before the TDSAT.

**18. NO AGENCY:**

Neither Licensee nor Licensor shall be or hold itself act as the agent of the other under this Agreement. No sub-operators/subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with Licensor by virtue of this Agreement or by Licensor's delivery of the Service to the Licensee.

**19. BINDING NATURE:**

All the obligations and benefits arising under this Agreement shall pass to and be binding on the respective assignees, transferees and successors of the parties of the Agreement.

**20. MODIFICATIONS:**

This Agreement cannot be modified, varied or terminated orally and any variation of this Agreement shall be mutually in writing and executed by or on behalf of the Parties.

**21. NO WAIVER**

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.

**22. ASSIGNMENT:**

The Licensee shall not have the right, without the prior written consent of Licensor, to assign or transfer this Agreement or any of its rights or obligations with respect to the distribution systems, to any one.

**23. NOTICES:**

- a. Notices served by one party to the other party under this Agreement shall be made by registered mail. The effective date of the notice shall be the date of receipt of the registered mail.
- b. Any communication or notice by either party should be sent to the office of the addressee as given in the **Annexure-I** to this Agreement, or to such other address as may be notified in writing by either party to the other as an address to which such communication may be sent. All such communications may be sent by registered mail only and marking a copy to respective manager's.

**24. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS:**

Any provision of this Agreement shall be severable if any provision is held invalid, contrary to or in conflict with any Law or Regulation by a Tribunal with competent jurisdiction in the proceeding of which Maa Television Network Limited is a party, the remainder of this Agreement shall be in effect.

**25. HEADINGS DESCRIPTIVE**

The heading of the several clauses and sections of this Agreement are inserted for convenience only and shall not in any way or manner affect the meaning and construction of any provision of this Agreement.

**IN WITNESS WHERE OF the Parties hereto agree to the above terms and conditions and have executed this Agreement on the day, month and year mentioned herein above.**

for **M/s.** .....

for **M/s.Maa Television Network Limited,**

.....

Authorized Signatory

.....

Licensor

Licensee

**WITNESS:**

**1.**

**2.**

**Annexure - I**

Licensee Status : Company    Partnership Firm    Proprietary Firm    Individual    Other

Name of the Authorized Signatory (Mr/Mrs/Ms) : .....

**Correspondence Address** : .....

.....  
.....  
.....  
.....

Landmark : .....

City/Town/Village : .....

Mandal : .....

District : .....

State : .....

Country : .....

Pin Code : .....

Telephone Number with STD Code (Off.) : .....

(Res.) : .....

Mobile Number : .....

Email ID : .....

**Installation Address** : .....

.....  
.....  
.....  
.....

Landmark : .....

City/Town/Village : .....

Mandal : .....

District : .....

State : .....

Country : .....

Pin Code : .....

Telephone Number with STD Code (Off)

Res : .....

Mobile Number : .....

Email ID : .....

Contact Person (Mr/Mrs/Ms) : .....

.....



**Annexure - II**

**TECHNICAL SPECIFICATIONS**

Service	IRD Make	IRD Chassis No.	Viewing Card No.
<b>Maa</b>			
<b>Maa Music</b>			
<b>Maa Movies</b>			
<b>Maa Gold</b>			

Maa Television Network Limited - Website Copy, Not for Execution





