

Customer Code
(To be filled by R.O)

SERVICE CONTRACT

This agreement ("**Agreement**") is executed on the [] day of [] 20[] BY and BETWEEN:

ESPN Software India Private Limited, a company incorporated in India with its head office at 7th Floor, Tower-C, Infinity Towers, DLF Phase-II, Gurgaon, Haryana 122002 and having its registered office at S-405, (LGF), Greater Kailash, Part – II, New Delhi – 110048 (hereinafter referred to as the "**Licensor**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the One Part

AND

M/s.....
[Sole Proprietorship Concern/ Partnership Firm/ Private or Public Limited Company]
Registered office address: Door No.Street/Locality
Tehsil/Taluk District
State.....Pin Codethrough
Authorized Signatory / Sole Proprietor/ Managing Partner / Partners Mr./Mrs./Ms.
..... (hereinafter referred to as the "**Affiliate**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the Other Part.

The above are hereinafter individually and collectively referred as "**Party**" and "**Parties**" respectively.

II. **AREA(s)** to be served by Affiliate:

(Excluding Hotels, Offices & Other Commercial Establishments, Bars, Restaurants, Pubs, Guest Houses, Hospitals, Cinema Halls, Theatres, Public Viewing Areas, Stadium, Clubs and the like for which a separate agreement shall be required)

III. **TERM**

This Agreement is for a fixed period of [] months and shall be effective from [] to [] (“**Minimum Term**”). It is agreed between the Parties that upon the expiry of the above said Minimum Term this Agreement shall come to an end. Thereafter, if the parties agree to extend the term, a fresh agreement shall be executed upon such agreed terms and conditions.

IV. **FEES:**

Immediately upon execution of this Agreement, based on a subscriber base as represented by the Affiliate, the Affiliate shall pay to the Licensor, for the term of this Agreement, total subscription fees of Rs. [].

For purposes of this Agreement, the "**Total Subscription Fee**" referred to above shall be equal to the number of Subscribers, declared by the Affiliate, multiplied by the price per Subscriber home multiplied by the number of months (term of the contract, i.e., Minimum Term).

The Total Subscription Fees payable under the Agreement shall be excluding applicable taxes as may be notified from time to time. It is clarified that applicable taxes payable at the prevalent rate shall be over and above the Total Subscription Fees, which shall be payable by Affiliate.

The Total Subscription Fees shall be payable on a monthly basis in installments, as mentioned hereunder -

Installment No.	Payable by (Date) dd/mm/yy	Payable Subscription Fee (Excluding Taxes)
1st Installment	- -	Rs.
2nd Installment	- -	Rs.
3rd Installment	- -	Rs.
4th Installment	- -	Rs.
5 th Installment	- -	Rs.
6 th Installment	- -	Rs.
7 th Installment	- -	Rs.
8 th Installment	- -	Rs.
9 th Installment	- -	Rs.

10 th Installment	- -	Rs.
11 th Installment	- -	Rs.
12 th Installment	- -	Rs.
Total(s)		Rs.

The Licensor reserves its right, subject to applicable regulations of Telecom Regulatory Authority of India's ("TRAI"), to revise the price per Subscriber home per month from time to time. Upon such revision, the Affiliate agrees and unconditionally undertakes to pay the revised Subscription Fee pro rata from the effective date of such revision.

In the event the Licensor believes in its reasonable discretion that the Affiliate has under declared its subscriber base or there has been an increase in the base of the Affiliate's Subscribers, the Licensor may withdraw any discounts granted immediately and may call for an increase of the Total Subscription Fees payable hereunder. On withdrawal of the discount the Total Subscription Fee as referred above, shall be payable to the Licensor for the entire term of the Agreement. If after a period of seven days, the Affiliate fails to pay the increased subscription fees as requested by the Licensor, the Licensor may, subject to observance of TRAI's applicable regulations, at its sole discretion, deactivate / disconnect the Service here under provided and/or terminate this Agreement without prejudice to its right to claim additional subscription fee resulting from such under declaration by the Affiliate or the increase in its subscriber base referred to above. For avoidance of doubt, an increase of Affiliate's Subscribers shall include, without limitation, increase of Subscribers to which Affiliate directly distributes the Service or an increase of such Subscribers to which the service is distributed by and through the sub operators and sub affiliates/ cable operators listed in Annexure I and other sub operators and sub affiliates/cable operators added by the Affiliate to its/his cable network and/or Distribution System(s) during the term of this Agreement.

All payments to Licensor under this paragraph shall be net of all taxes and net of any bank or transfer or similar fees or charges and all such taxes and charges shall be borne by Affiliate. The amounts contemplated hereinabove shall be payable by demand draft in favour of "ESPN Software India Private Limited" payable at its regional office or any other place that may be specified by Licensor from time to time.

V. EQUIPMENT

- (1) It is expressly recognized between the Parties that the Licensor shall, at the request of the Affiliate supply or cause to be supplied C-Band Satellite Receiver(s) and the viewing card(s) (hereinafter referred to as "**Equipment**") to the Affiliate or has already supplied such Equipment directly or through suppliers nominated by it. The Affiliate agrees to pay for the Equipment over and above the Total Subscription Fee mentioned hereinabove.

VI. GENERAL TERMS AND CONDITIONS

1. NON EXCLUSIVE RIGHT

The Licensor grants to the Affiliate the non-exclusive right to distribute the Service in the Area for reception by Subscribers only of the Distribution System(s) whether directly, or through its sub operators and sub affiliates/ cable operators of the Affiliate listed at Annexure I, collectively referred to as the Affiliate's Subscribers. For purposes of this Agreement, 'sub – operators', 'sub affiliates/ cable operators' shall mean and include any person or entity that receives the Service from the Affiliate or

from a person permitted by the Affiliate to provide the Service and who re – transmits the same for reception by Subscribers. The Licensor may terminate this Agreement, at any time, without liability, upon such prior written notice, as is required under TRAI's applicable regulations, if it believes in good faith and reasonable judgment that it is threatened by or may be subject to legal, governmental or other 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 Affiliate or limit the Licensor's right or authorization to offer the Service. The Licensor may deactivate / disconnect the Service hereunder provided and/or terminate this Agreement at any time without liability, by such prior written notice, as is required under TRAI's applicable regulations, if the Licensor exercises its discretion to discontinue the Service in the Area.

For purposes of this Agreement, "**Subscriber**" shall mean any person or entity that receives the Service(s) for exclusive viewership at a location within the Area from the Affiliate through the Distribution System of the Affiliate or its sub-operators, sub-affiliates/ cable operators and does not further transmit the Service to any other person. The Affiliate agrees and undertakes to unconditionally distribute any free to air channel that may be launched by the Licensor in future, along with the Service.

2. **OBLIGATIONS OF THE AFFILIATE**

The Affiliate shall at its own cost and expense cause the Service to be received only from the satellite(s) designated by the Licensor from time to time and shall ensure distribution throughout its Distribution Systems on a separate, dedicated channel(s) (the "**Channel(s)**") for reception by all its Subscribers. The Affiliate shall be responsible, at its sole cost and expenses, for obtaining all licenses and permits necessary for the foregoing. The Affiliate shall use its best efforts to maintain a high quality of signal transmission for the Service and shall take all other necessary steps to ensure that: (i) the Service is received only by Subscribers who pay the full applicable subscription fees for such Service and (ii) no location for which the applicable subscription fees is not paid shall be capable of viewing the Service. The Affiliate agrees and undertakes that it shall designate adjacent frequencies for the Service, which shall be [] for ESPN Service, [] for STAR Sports Service, [] for STAR Cricket Service and [] for ESPNEWS Service. Further, the Affiliate agrees and undertakes not to shift/ move/ change the frequencies of the Service at any time whatsoever. The Affiliate further agrees and undertakes that it shall cause continuous distribution of the Service to all its Subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever.

3. **REPRESENTATION AND WARRANTIES OF THE AFFILIATE:**

The Affiliate 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 has submitted to the Licensor a copy of his registration with the postal authorities as a cable operator along with a list of the names and addresses of all sub-operators operating under him along with a copy of their registrations. The Affiliate confirms that it shall abide by the Cable Television Networks (Regulation) Act, 1995 and further confirms that it shall maintain such registration in full force and shall duly inform the Licensor in the event of any changes or termination in such registrations within ten (10) days of such change, failing which it shall be construed as a breach.
- (c) It shall not remove/shift the Equipment from the agreed address detailed in Article I hereof, without the prior written consent of the Licensor.
- (d) 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 number or interferes with the signals emanating there from. Any such act by the Affiliate shall be construed as a willful and criminal default on the part of the Affiliate in addition to breach of its obligations hereunder.

- (e) It shall not itself or authorise others to copy, tape, use, distribute or reproduce any part of the Service without the Licensor's prior written authorisation nor shall it use any means for distribution of the Service other than its Distribution System(s). For removal of doubts, it shall not transmit the Service received by it to or allow the transmission thereof to a satellite or other wireless apparatus or equipment whether for transmission through its Distribution System(s) or otherwise. It shall not copy or tape programmes for resale or sub-licensing (nor permit any other person or entity to do so) and shall immediately notify the Licensor of any unauthorized copying, taping or use of any part of the Service and shall fully co-operate with all requests by Licensor to take such steps as are reasonable and appropriate to cause such activities to cease. It shall not distribute or exhibit or authorise, license or permit the distribution or exhibition of, the Service by any means or devices now known or hereafter devised other than through and by the Distribution System(s) and to the Affiliate's Subscribers, in accordance with the terms of this Agreement and shall not, without Licensor's prior written consent, add any sub operator(s)/ sub affiliate(s)/ cable operator(s) to the Distribution System(s) mentioned in this Agreement or distribute the Service other than to the Affiliate's disclosed Subscribers. Further, the Affiliate shall not add any hotels, restaurants, bars, hospitals, cinema halls, theatres, video parlours or any other public viewing areas to its Distribution System(s) nor distribute the service through any Distribution System or not covered by the Agreement. Where the Affiliate is distributing various channels to the establishments referred to above, it shall take all steps and precautions necessary to block the receipt of the Licensor's Service at such establishments, including installing gadgets such as blocks and/or negative traps or positive traps or any other equipment at its own cost. It is understood by the Affiliate that any unauthorised copy/reproduction/exhibition of the Service by it or by the Affiliate's sub-operators and/or sub-affiliates/ cable operators, shall, without in any way limiting the scope of the offense, amount *inter alia* to dishonest and unauthorised removal of the property of the Licensor and shall constitute an offence of theft, as defined under the provisions of the Indian Penal Code, 1860.
- (f) It shall not misuse the Service and shall not conceal/misrepresent the number of sub-operators, sub affiliates /cable operators and/or the number of their respective Subscribers connected to its Distribution System (s).
- (g) The Affiliate, if it is a company/ partnership firm/ proprietary firm shall duly furnish to the Licensor as the case may be, certificate of incorporation alongwith name of all directors on the board of the company/ certificate from the registrar of firms alongwith the name of all partners/ name and residential address of the proprietor(s).
- (h) It has the appropriate net worth, good and paying subscriber base, necessary infrastructure including office, support staff and the equipment for running the cable operations smoothly and efficiently and discharging its entire obligations under this Agreement. The Affiliate has further represented that it is not in breach of contractual obligation to other service providers to whom it is connected. The Affiliate recognises that the Affiliate has been appointed hereunder based, among others, on the above mentioned representations and its confirmation that this Agreement and the payments to be made hereunder and the obligations to be discharged are for the definite Minimum Term provided in Article III above.
- (i) The affiliate shall not acquire or purchase any other network, sub-operator, cable operator or any other cable distribution system without first giving the intimation of the same to the Licensor including details such as the subscriber base and negotiating the increased subscription fees. Any increase in Subscribers as a result of any such acquisition shall be subject to payment of additional subscription fees.

It is expressly recognized between the Parties that the breach of any of the above or any other terms of this Agreement, shall constitute an event of default under this Agreement and shall entitle the Licensor to disconnect/deactivate the service hereunder provided and/or terminate this Agreement, subject to observance of TRAI's applicable regulations, without prejudice to any other rights available to it at law.

4. REPRESENTATIONS AND WARRANTIES OF THE LICENSOR

The Licensor represents and warrants the Affiliate that it has the requisite power and authority to enter into this Agreement and to fully perform its obligations hereunder and that is the sole distributor of the ESPN, STAR Sports, STAR Cricket and ESPNEWS Services in India.

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED BY THE LICENSOR ON AN 'AS-IS' 'WHERE-IS' BASIS WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING IN RELATION TO QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT OR THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED.

5. FORMAT

The satellite signal of the Service shall be in standard PAL or NTSC format as designated by the Licensor and have one or more audio tracks.

6. EVENT/PROGRAMMING OPTIONS

ESPN Star Sports shall have the sole right and privilege to determine which sports events and other programmes, advertisements, messages and the like shall be included in the Service. The Affiliate agrees and undertakes to distribute the Service in its entirety as and how it is delivered by the Licensor, without any cutting, editing, dubbing, scrolling or ticker tape, substituting or any other modification, alteration, addition, deletion or variation. Any violation/breach of this Clause 6 shall entitle the Licensor to disconnect the Service and, or, to terminate this Agreement in terms of clause 11 (b) hereof, subject to observance of TRAI's applicable regulations, without prejudice to any other rights available to it in law.

7. NON PAYMENT OF SUBSCRIPTION FEE BY AFFILIATE

Any default/failure of the Affiliate to make payments of the fees contemplated in Article IV hereof as and when they become due and payable shall entitle the Licensor, subject to observance of applicable TRAI's regulations, to disconnect/deactivate the Service provided hereunder and/ or terminate this Agreement without prior notice. Upon such disconnection, whether accompanied by termination or not, the Total Subscription Fees referred to in Article IV shall forthwith become and remain due and payable from the Affiliate as reduced by amounts already paid by it towards such Total Subscription Fees. It is the obligation of the Affiliate to ensure that the payment is received by the Licensor on or before the due date in terms of Article IV above. Provided however, the Licensor may, at its discretion, waive its right to disconnect the service and terminate this Agreement, upon such terms and conditions as the Licensor may deem fit and proper, which shall, *inter alia*, include the receipt of the entire arrears of Total Subscription Fees for the Minimum Term alongwith interest accrued thereon at the rate of one and half percent per month from the date such amounts became due and payable until they are fully paid and the re-connection charges stated in Clause 13 (b) below. All rights of the Licensor referred to herein are without prejudice to its other rights in this Agreement including those in Clause 11, 12 and 13 hereof.

In the event of deactivation/ disconnection of the Service by the Licensor, the Affiliate shall not be entitled to receive the Service from any other person or entity including without limitation, from any person or entity which is receiving the Service under an agreement from the Licensor.

8. RECORDS AND ACCOUNTS

- 8.1 The Affiliate shall prepare and provide to the Licensor complete and accurate monthly subscriber base statement (“Subscriber Base Statement”), for the Services, by 7th day of each month detailing as under:
- i) Total number of Subscribers, including their name, address and telephone number;
 - ii) Maximum Retail prices charged for the Service;
 - iii) Such other information as the Licensor may require for determining the actual subscription fees due. Upon Licensor’s written request, the Affiliate shall provide number of subscribers by category, tier, location, sub-operator/last mile operator that Licensor may require with prior intimation and sufficient notice to the Affiliate.
- 8.2 This obligation shall survive termination of the Agreement until Licensor receives the Subscriber Base Statement for each relevant month and all outstanding monies have been paid.
- 8.3 The Affiliate shall also keep/maintain accurate and complete records and accounts of billings, list of Subscribers, and all other matters which pertain to sub-operators/Subscribers and all such records and accounts shall be available for inspection and audit by Licensor or its representatives on reasonable notice to Affiliate, during normal business hours during the term of this Agreement and for two years after its termination. Neither Licensor’s acceptance of Subscriber Base Statement or any such information or payment, nor Licensor’s inspection or audit of Affiliate’s records or accounts will prevent Licensor from later disputing the accuracy or completeness of any payment made or information supplied.
- 8.4 It is hereby clarified that if the Affiliate fails to submit accurate monthly subscriber base statements as mentioned herein above, the discount offered by the Licensor, if any, is liable to be withdrawn and in such an event the Total Subscription Fees shall be payable by the Affiliate.

9. INTELLECTUAL PROPERTY RIGHTS

The Affiliate shall use its best efforts to promote an awareness of the Service among its Subscribers and potential Subscribers. The Affiliate acknowledges that the trade names and marks “ESPN”, “The Total Sports Network”, “Inside Sports”, “Inside Asia”, “ESPNEWS” (and the names of other programs which appear in the Service including but not limited to Sports Center) are and shall remain the exclusive property of ESPN Inc., and the name(s) STAR Sports and STAR Cricket shall remain the exclusive property of STAR Television Production Limited and ESPN STAR Sports and its programme suppliers as the case may be. The Affiliate has not and shall not acquire any proprietary or other rights or interests therein by reason of this Agreement. The Licensor shall have the sole discretion to approve the use of such trade names or marks by the Affiliate with respect to the programmes included in the Service. The Affiliate shall keep fully confidential and shall not publish or disseminate any material/ information which violates any conditions imposed by the Licensor or its programme suppliers and disclosed to Affiliate by Licensor for the purpose of this Agreement.

10. INDEMNITY

- (a) The Affiliate shall indemnify, hold harmless and keep indemnified the Licensor and its affiliated companies, officers, directors, employees and agents against all liabilities, claims, costs, damages and expenses (including reasonable attorney’s fees) arising out of any breach of any representations or warranties or any of its obligations set out in this Agreement.

- (b) Except as herein provided to the contrary, 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 Service, if such non-operation or non-furnishing is due to failure of equipment, action or claims by third persons, labour disputes, strikes, civil commotion or any other cause beyond such Party's reasonable control.
- (c) The Licensor makes no representations or warranty as to whether or not the Service or any of its content requires any Governmental consent or approval nor as to whether or not the Service complies with laws and regulations of any Governmental and other authorities for its distribution.

11. **TERMINATION**

- (a) Without prejudice to the rights of termination set forth elsewhere in this Agreement or in clause 11 (b) below, either of the Parties may terminate this Agreement at any time by giving written notice as required under applicable regulations prescribed by the Telecom Regulatory Authority of India ("TRAI"), 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.
- (b) Notwithstanding the provisions of clause 11 (a) above, the Licensor shall have the right to terminate this Agreement, subject to TRAI's regulations, in the event of the following:
 - (i) Non Payment of Total Subscription Fees as contemplated in Article IV hereof;
 - (ii) Breach of Representations and Warranties set out in Clause 3 of Article VI hereof;
 - (iii) Transmission of the signals of Licensor to authorized areas; or
 - (iv) Breach of Clause 6 of Article VI hereof.

12. **EFFECTS OF TERMINATION**

- (a) The Licensor's rights 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 Affiliate shall no longer be authorised /entitled to receive the Service.
- (b) Upon the termination of this Agreement, the Affiliate 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 Total Subscription Fees as reduced by amounts already paid by the Affiliate towards such Subscription Fee.
- (c) Following termination, the Affiliate shall not be entitled to receive the Service from any other person or entity including, without limitation from any person or entity which is receiving the Service under an agreement from the Licensor.

13. **DISCRETION OF THE LICENSOR AFTER DISCONNECTION OR TERMINATION**

- (a) Upon the termination of this Agreement for any reason whatsoever or disconnection of the Service for any breach of this Agreement by the Affiliate, 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 through a letter for reconnection stating/mentioning therein the reconnection charges as well as stating the charges/arrears for the back period/defaulting period alongwith interest at the rate of one and half percent per month. The said reconnection of the Service and revival of the Agreement shall be subject to the payment of such arrears of charges and the re-connection 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 fees by the Affiliate. However, such advance Subscription Fee

paid by the Affiliate shall be adjusted only towards last installment(s) of the Subscription Fee payable by the Affiliate for the terms of the Agreement.

- (b) The Licensor may, at its sole discretion subject to Clause 7 and 13 (a) above of this Article VI, agree to reconnect the Service by charging re-connection charges in a sum not exceeding Rs. 1500/- from the Affiliate.

14. LIMITATION OF LIABILITY OF THE LICENSOR AND AFFILIATE

14.1 It is expressly understood and agreed between the Parties that the Licensor shall have no liability or obligation whatsoever under this Agreement, towards the Affiliate or the Subscribers, arising from and/or in respect of:

- (a) Any defect in the Equipment attributable to or resulting from any unauthorized or improper use, tempering, negligence or failure to follow the Licensor's instruction, or any use of the Equipment with any apparatus or equipment not authorized by the Licensor; in such an event the Licensor shall not be under any obligation to provide Affiliate with another Equipment;
- (b) Any action or failure to act or default on the part of any of Affiliate's equipment distributor or installer;
- (c) Any delay or failure in the performance of this Agreement caused by any reason or event beyond the reasonable control of the Licensor; and/or
- (d) Deactivation, disconnection, interruption of the Services 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 Affiliate or on account of any other breach of this Agreement by the Affiliate).

14.2 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 Affiliate or the operator/ sub-operator in the event:

- (i) The Service is/are disconnected or suspended by the Licensor; or
- (ii) This Agreement is terminated by the Licensor due to any breach of this Agreement by the Affiliate.

14.3 The Affiliate undertakes that it shall be solely responsible for dealings with the Subscribers and shall be liable for any claims, actions, demands, proceedings by the Subscribers arising out of the actions or omissions of Affiliate.

14.4 To the maximum extent permitted by law, the Licensor shall not be liable to the Affiliate, any Subscriber or to any other person whether under contract, tort or otherwise, for all or any indirect, direct, special, incidental or consequential damages arising out of or in connection with the provision of the Services or inability to provide the same whether or not due to suspension, interruption or termination of the Services or for any inconvenience, disappointment due to deprivation of any programme or information whether attributable to any negligent act or omission or otherwise.

15. GENERAL

15.1 Entire Understanding

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any previous agreements, arrangements, writing, communications or understandings between the Parties regarding such subject matter.

15.2 Governing Law and Arbitration

- (a) The substantive rights and obligations of the Parties under this Agreement shall be governed by Indian Law. The Affiliate agrees to file, pursue and agitate all or any relief(s) and/or interim relief(s) including any Petitions under Part 1 of the Arbitration and Conciliation Act, 1996, against the Licensor only in the Courts in Delhi/ New Delhi to the exclusion of all other Courts irrespective of where the cause of action has occurred/ taken place. The Affiliate has agreed to waive any arguments that Courts in Delhi/ New Delhi are inconvenient or inappropriate Courts for the adjudication of such relief(s) and/or interim relief(s).
- (b) All disputes or differences which arise or occur between the parties hereto as to the effect, interpretation or application of this Agreement or as to their rights, duties, obligations or liabilities thereunder, or as to any act, matter or thing arising out of, consequent to, or in relation to any thing or matter arising out of or in connection and/or in relation with this agreement shall be settled by arbitration by a sole arbitrator to be appointed by the Managing Director (the '**Appointing Authority**') of the Licensor. Either party seeking to commence arbitration proceeding would be required to issue a notice of request to the Appointing Authority at the Registered office of the Licensor for appointment of a sole arbitrator for adjudication of disputes, differences, claims etc. between the parties. A copy of such notice of request shall be duly marked and dispatched by Registered and/or Speed Post, A.D. to the other party to such proceedings also. The Appointing Authority shall, within thirty (30) clear days of the receipt of such notice of request, appoint the sole arbitrator, who shall be no less than a former High Court Judge of any of the States in the Republic of India. The venue for such arbitration proceedings will be New Delhi, India. The arbitration proceedings shall be conducted in the English language. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

15.3. No Agency

Neither Affiliate nor Licensor shall be or hold itself out as the agent of the other under this Agreement. No sub-operators/sub affiliate/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 Affiliate.

15.4. Binding Nature

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

15.5. Modifications

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

15.6. 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.

15.7. Force Majeure

Neither party shall be liable to the other for any delay in the performance of its obligations caused by any reason or event beyond the reasonable control of either party (a "**Force Majeure**") which includes, without limitation, act of God or Government Authority, civil insurrection and riot or act of terrorism.

15.8 Assignment

The Affiliate 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.

15.9 Notices

All notices given hereunder shall be given in writing, by personal delivery, mail, Registered Post AD, facsimile or telex or electronic mail at the respective address of Affiliate and Licensor set forth above, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered AD. Post only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by mail shall be deemed given on the date of mailing thereof with postage prepaid. Notice given by facsimile or telex shall be deemed given upon sending and receipt of confirmation report.

15.10 Rights of Licensor

Except as specifically provided in this Agreement, all rights to the Service and its contents are specifically reserved to the Licensor/ESPN Star Sports, as appropriate, and may be freely exercised and exploited by them by any means locations and in any manner whatsoever.

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

For and on behalf of []	For and on behalf of M/s. ESPN Software India Pvt. Ltd.
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place:

WITNESS:

For M/s.
 Signature.....
 Name
 Title
 Date
 Place

ANNEXURE 1
(Refer Article IV)

LIST OF SUB OPERATORS AND SUB-AFFILIATES / CABLE OPERATORS OF THE AFFILIATE AS OF [] (effective date of Agreement).

The names and addresses of all sub operators and sub affiliates / cable operators of the Affiliates as of the date mentioned above through whom Subscribers may receive the Service during the term of the agreement are set out below.

Sr. No	Name of the Sub Operator	Full Address of the Operator	Sub-base of the Operator

(Affiliate Signature)