

REFERENCE INTERCONNECT OFFER FOR DTH OPERATOR

INX Media Private Limited, a company incorporated under the Companies Act, 1956, having an office at INX House, Dr. Dadasaheb Bhadkamkar Marg, Grant Road (East), Mumbai 400 007 through Mr./Ms. _____ its Authorised Signatory, duly authorised by the Board of Directors in their meeting held on _____ (Date of Board Meeting) (hereinafter referred to as "INX" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the ONE PART;

AND

(M/s): _____ (hereinafter referred to as the "The DTH Operator" which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators in the case of a sole proprietorship; the successors and permitted assigns in the case of a company; 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; and karta and coparceners in the case of a Hindu Undivided Family ("HUF")) of the OTHER PART.

INX and the DTH Operator are hereinafter individually and collectively referred to as "Party" and "Parties" respectively.

WHEREAS:

1. INX is engaged in the broadcast and distribution of television Channels in India.
2. The DTH Operator is engaged in the business of distribution of television channels through a Digital Conditional Access System ("CAS") for their Direct to Home ("DTH") Services.
3. The DTH Operator is desirous of distributing the Subscribed Channels through its Digital CAS for their DTH Services.

Therefore parties agree as follows:-

1 **Scope of Services**

- 1.1 Parties mutually agree to govern the terms and conditions of rights and obligations between them, shall be in respect of the services indicated herein below.
- 1.2 Subscription to and distribution of the Television channels whether as an individual channel or as a part of a Bouquet through the DTH Services with CAS directly to the subscriber(s).
- 1.3 For the purpose of ascertaining the scope of services at any point of time, the scope of services as indicated above shall be read with additions /deletions, if any, done through separate addendum agreements/ updation forms executed from time to time and till the date of reckoning.

2. **Area**

- 2.1 'Area' shall mean the services related to subscription to and distribution of INX Channels under this Agreement for the territory of India only.

3. **Term**

AS mutually agreed between INX and the DTH operator subject to a minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.

The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.

It is recognized between the parties that the breach by either party of any of the representations, warranties or covenants set out in this Agreement shall constitute an event of material default by the other party under this Agreement and shall entitle the other party to terminate the Agreement and claim damages without prejudice to any other rights.

Provided that if the negotiations for renewal of AGREEMENT continue beyond the due date of expiry of the existing AGREEMENT then the terms and conditions of the existing AGREEMENT shall continue to apply till a new AGREEMENT is reached or for the next three months from the date of expiry of the original AGREEMENT, whichever is earlier. However, once the parties reach an AGREEMENT, the new commercial terms shall become applicable from the date of expiry of the original AGREEMENT.

Provided further that if the parties are not able to arrive at a mutually acceptable new AGREEMENT, then any party may disconnect the retransmission of TV channel signals at any time after the expiry of the original AGREEMENT after giving a three weeks notice. The commercial terms of the original AGREEMENT shall apply till the date of disconnection of signals.

4. **Subscription Rights**

4.1 INX grants to the DTH Operator, for the duration of the Term of this Agreement, a non-exclusive right to avail the services comprising the right to subscribe to and to distribute the Subscribed Channels in the Area only via the DTH Services System, to the domestic subscribers and commercial subscribers except forbearance category as under:

- (i) hotels with rating of three star and above;
- (ii) heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India);
- (iii) any other hotel, motel, inn, and such other commercial establishment providing board and lodging and having fifty or more rooms; and
- (iv) In respect of programmes of such broadcaster, shown on the occasion of a special event for common viewing, at any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of fifty persons.

Parties may mutually agree to execute a separate AGREEMENT for Commercial Subscribers of forbearance category.

- 4.2 INX grants Non-exclusive DTH rights to market and facilitate the viewing, via pay television, of INX Channels by domestic subscribers of the DTH Operator's service in the Territory.
- 4.3 Distribution of Set Top Boxes ("STBs") containing PVR technology is subject to certain conditions and permitted provided the DTH Operator does not "push" content onto the STB, there is no automatic advertisement skipping function (provided that nothing herein shall prevent a fast forward function). No time shift or multiplex rights granted.
- 4.4 Distribution permitted to STB or other similar reception device expressly approved in writing in advance by INX. Mobile, broadband, PC, Internet, wireless and all other non television equivalent rights not granted herein are expressly withheld by INX. The DTH Operator shall not sub-license any of its rights hereunder to any other party.
- 4.5 The DTH Operator shall receive and de-code the Subscribed Channels only through IRDs recommended/ approved or provided by INX.

5. Licence Fee

- 5.1 For each month or part thereof during the Term of the agreement, the DTH operator shall pay to INX the Monthly Licence Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.
- 5.2 The a-la-carte "Rate" per Subscriber is set out in Annexure 1 to this RIO. The rates mentioned in the Annexure to this RIO, as referred to above, are exclusive of all taxes and levies.
- 5.3 The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.
- 5.4 For the purpose of calculation of the Monthly License Fee payable to INX, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of INX through the DTH operator.

6. Calculation of License Fee:

- 6.1 If the DTH operator is providing the channels on ala carte basis to its DTH subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure 1 multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.
- 6.2 if the DTH operator does not offer such opted ala carte channel(s) as ala carte to its direct to home subscriber but offers the ala carte channel (s) in packages, then the payment to INX for each of the ala carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed.

Payment of the License Fee shall be subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time.

7. Payment Terms

- 7.1 The Monthly Licence Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the DTH operator by INX without any deduction except deduction of withholding tax/TDS as provided in this RIO.
- 7.2 Within seven days of end of each month, the DTH operator shall provide opening, closing and average number of subscribers for that month, based on which INX shall raise an invoice on the DTH operator. In case the DTH operator fails to send the report within the said period of seven days, INX shall have the right to raise a provisional invoice and the DTH operator shall be under obligation to pay the license fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the DTH operator for the immediately preceding month. On receipt of the report from the DTH operator, the parties would conduct reconciliation between the provisional invoice raised by INX and the report sent by the DTH operator.
- 7.3 The DTH operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the DTH operator shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 18%. The imposition and collection of interest on late payments does not constitute a waiver of the DTH operator's obligation to pay the License Fee by the Due Date, and INX shall retain all of its other rights and remedies under the Agreement.
- 7.4 All Licence Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at DTH operator's cost and will be charged at the prevailing rates by INX to the DTH operator.
- 7.5 If payment of the Licence Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the DTH operator shall provide tax withholding certificates to INX within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.
- 7.5 INX shall, supply or cause to supply the 'Professional Integrated Receiver Decoder', on mutually acceptable basis.

8. The DTH Operator obligation on reception and distribution of service

- 8.1 The DTH Operator shall at its own cost and expense cause the Subscribed Channels to be received only from the designated satellite(s) as notified by INX and shall distribute the Subscribed Channels to subscribers via the DTH services through CAS.
- 8.2 All INX Channels must be delivered by DTH operator to subscribers in a securely encrypted manner and without any alteration.
- 8.3 The uplink specifications, satellite capacity and infrastructure allocated by DTH operator in respect of the broadcast signal of the INX Channels by DTH operator to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its DTH platform.

- 8.4 The DTH Operator be responsible, at its sole cost and expense, for obtaining all licenses and permits necessary to carry on its business
- 8.5 The DTH Operator shall use its best endeavor to maintain a high quality of signal transmission for the Subscribed Channels. The DTH Operator shall further cause continuous distribution of the Subscribed Channels to all its subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever, subject however to such continuous and high quality of service being provided by INX;
- 8.6 The DTH Operator 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.
- 8.7 The DTH Operator shall comply with all laws and regulations affecting its marketing, sale and distribution of the Subscribed Channels in the Area in connection with its performance under the Agreement including, without limitation, (i) obtaining and maintaining all relevant approvals, consents and registrations and (ii) paying all charges, levies and duties imposed on or charged to it under any law or regulation or by any Government Authority;
- 8.8 Without prejudice to the above general obligations as above the DTH Operator subject to the terms of this Agreement shall take the following steps as set out herein under:
 - 8.8.1 The DTH Operator shall on receiving the encrypted signals as prescribed by INX shall decode the same using a IRD which is compatible with the CAS of INX,
 - 8.8.2 The DTH Operator shall maintain complete records of its subscribers, their viewership details, like addresses, services taken, periods for which they were taken.
 - 8.8.3 The DTH Operator shall endeavor in protection of INX's intellectual property rights, preventing piracy of INX's services, disclosing correctly all the information as required by INX and ensure distribution only to persons in the DTH Operator's SMS database and operating within the limits of the subscription rights as conferred in terms of this Agreement. The DTH Operator shall further endeavor of ensuring that the subscribers shall not further distribute INX's services to others whether or not for commercial consideration.
- 8.9 The DTH Operator shall take all necessary actions to prevent any unauthorized access to the Subscribed Channels and shall obtain and provide to INX regularly updated piracy reports every month. The DTH Operator shall take appropriate remedial actions to curb piracy in the Area.
- 8.10 The DTH Operator shall not either itself, or through others acting on its instructions, copy, and store or otherwise reproduces any part of the Subscribed Channels. It shall not copy or store programmes for resale or deal in any copied programmes and shall immediately notify INX of any unauthorized copying, storage or use of any part of the Subscribed Channels and shall fully cooperate with all requests by INX to take such steps as are reasonable and appropriate to cause such activities to cease.
- 8.11 The DTH Operator shall comply with the specifications as are mentioned in Annexure 4

9. **Subscribers Report and Audit**

- 9.1 DTH operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).
- 9.2 DTH operator shall provide to INX complete and accurate opening and closing subscriber monthly reports for the INX Channels and the tier and/or package containing the INX Channels within seven (7) days from the end of each month in the format provided by INX as Annexure 5.
- 9.3 Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each INX Channel and each package in which a INX Channel is included) and the Licence Fees payable to INX and shall be signed and attested by an officer of the DTH operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.
- 9.4 INX's representatives shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the DTH operator relating to the Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to INX under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional fees are payable to INX, the DTH operator shall immediately pay such fees, as increased by the Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the DTH operator to be due for such period by two (2) percent or more, DTH operator shall pay all of INX's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.
- 9.5 The DTH operator shall remain the sole owner and holder of all customer databases compiled by the DTH operator under the Agreement.
- 9.6 DTH operator will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:
- (i) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
 - (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
 - (iv) administering payments of any commission fees from time to time payable to the DTH operator's authorised agents for the sale to Subscribers of programming packages;
 - (v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and

- (vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

10. **Obligations regarding Electronic Programme Guide**

- 10.1 The DTH Operator shall create an electronic programming guide (EPG) which shall contain the details of programming schedules of each of the channels and for that purpose INX shall provide to the DTH Operator the required information in a format that is requested by the DTH Operator.
- 10.2 The DTH Operator shall provide INX with its platform EPG policy. The DTH Operator shall give INX reasonable notice in advance of any proposed change to such EPG policy, and any such change shall be generally applicable to similarly situated providers of content on the DTH Operator's platform and shall not result in material additional cost or expense to INX.
- 10.3 The proposed Logical Channel Numbers (LCN) numbers for INX's Channels are:
 - 9X - [●]
 - 9XM - [●]
- 10.4 The DTH Operator shall provide reasonable prior notice to INX in case of changes to EPG format and information requirements if any which materially affect INX Channels.
- 10.5 In the event of any change in the Channel Line-Up Numbers, the DTH Operator shall provide at least One (1) month prior written notice to the INX. All changes will be made in good faith without targeting the Channel(s) for discriminatory treatment vis-à-vis similar channels falling within the same genres.

11. **Packaging, Placement and Promotion related obligations**

- 11.1 The DTH Operator shall place the subscribed channels/ bouquet in a mutually agreeable tier of DTH services.
- 11.2 The DTH Operator shall at its sole discretion determine the packaging, marketing and retailing of INX's Channels to actual or potential domestic subscribers and the terms on which subscribers may receive INX's Channels (subject to any third party contractual restrictions on use of content within the channel for marketing of the channel that may be notified to the DTH Operator by INX from time to time and which are applied in a non-discriminatory manner by INX across addressable distribution platforms). In particular, the DTH Operator shall, subject to the terms of this Agreement, be entitled from time to time, in its discretion:
 - 11.2.1 To determine the retail price payable by subscribers and shall be entitled, without incurring any liability to INX, to retain all sums received from subscribers;
 - 11.2.2 To offer and/or retail INX Channels in such packages of digital programme or other services in addition to the Tiers mentioned below in its discretion; and

- 11.3 Re-packaging rights shall be exercised in a manner so as not to target the Channels for discriminatory treatment vis-à-vis similar channels falling within the same genres and within the same package without prejudice to the Packaging Obligations (as defined below).
- 11.4 Notwithstanding the above, the DTH Operator offers the following assurances to INX :
 - 11.4.1 INX Channels shall not be disadvantaged or otherwise treated less favorably with respect to competition on a genre basis such that none of INX channels will be offered on an a-la-carte basis.
 - 11.4.2 No INX Channel shall be included in any package or tier that contains any channel with pornographic content or any gambling channel.
 - 11.4.3 Will comply with such Packaging Obligations that are equivalent to the obligations imposed and enforced by INX against all other Platforms and such compliance by the DTH Operator will be considered as adequate fulfillment of the Packaging Obligations under this Agreement.
- 11.5 The DTH Operator shall give INX at least 3 months notice in advance of any move of INX Channels to different packaging/tiering or any re-packaging/re-tiering that may impact INX Channels.

12. **Obligations of Intellectual Property Rights and Rights Protection**

- 12.1 The DTH Operator shall use its best efforts to promote an awareness of the Subscribed Channels among its subscribers and potential subscribers.
- 12.2 The DTH Operator 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 Subscribed Channels or Additional Channels except as expressly set forth in the Agreement, nor shall the DTH Operator grant to others, the right to use the Subscribed Channels or any other rights in and to the Subscribed Channels except as specifically set forth in the Agreement.
- 12.3 The DTH Operator 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 INX or its principals (the owners or the channel providers of the Subscribed Channels) assert proprietary or other rights ("Channel Marks") and not to use the Channel Marks in any corporate or trade name.
- 12.4 The DTH Operator upon discovering or coming to Notice of any actual or impending infringement or unauthorized use by or through the subscribers of the Channel Marks or any other intellectual property rights or ownership rights relating to the Subscribed Channels, the DTH Operator shall immediately report to INX with full details.

13. **Security and Anti-Piracy Obligations**

- 13.1 Please Refer Annexure 2 for Security and Anti Piracy Obligations.

14. **Fingerprinting**

14.1 Please Refer Annexure 3 for finger printing Obligations.

15. **Equipment**

INX shall, at the request of the DTH Operator supply or cause to be supplied the Equipment to the DTH Operator (or if it has already supplied such Equipment directly or through suppliers nominated by it) upon the following terms and conditions:-

15.1 **IRDs**

15.1.1 Integrated Receiver Decoder (IRD) shall be used for distribution of the Channels for which it is issued and shall at all times remain the sole and exclusive property of INX.

15.1.2 The DTH Operator shall not, under any circumstances, reverse engineer, decompile or disassemble the IRD Box or Viewing Cards or reproduce or allow the reproduction of any of them or the technology included in them. The DTH Operator will ensure that the IRD is not tampered with in any way.

15.2 **Viewing Cards**

15.2.1 The Viewing Card(s) supplied by INX shall at all times remain the sole and exclusive property of INX and INX shall forthwith deactivate the same upon expiry or termination of the Agreement.

15.2.2 The DTH Operator shall use the Viewing Card(s) in terms of the Agreement and at the installation address mentioned to this Agreement. No unauthorized use or tampering with the Viewing Card(s), be done, in any manner whatsoever.

15.2.3 INX shall not be liable for any defect in the Viewing Card(s) that is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the DTH Operator or any other person. If Viewing Card(s) is lost, stolen or damaged, the DTH Operator shall immediately inform INX. If The DTH Operator desires new Viewing Card(s) for any channel forming part of the Subscribed Channels, the same may be issued at the discretion of INX on payment of such charges as may be specified by INX. On deactivation of the Viewing Card(s) for any reason whatsoever, including non-payment of Subscription Amounts, the DTH Operator shall be liable to pay to INX such charges as may be determined by INX for re-activation of the Viewing Card(s). If Viewing Card(s) is not in use by the DTH Operator, the same shall be returned to INX immediately.

15.3 **Restrictions on Equipment**

15.3.1 If the DTH Operator fails to pay the Subscription Amounts and/ or, upon expiry of, or termination of the Agreement, INX shall be entitled to take back the possession of the Equipment from the DTH Operator and deactivate the Viewing Card(s).

15.3.2 If The DTH Operator fails to return the Equipment to INX without reasonable cause, the DTH Operator shall be liable to pay a sum of Rs.5,000/- per day per IRD to INX for the period during which the default continues. In case the DTH Operator returns the IRD, but the Viewing Card and remote (where applicable) are damaged or missing, then the DTH Operator shall be liable to pay to INX such charges as may be determined by INX.

- 15.3.3 The DTH Operator shall get the IRD insured immediately on execution / renewal of the Agreement. In case of damage to the IRD, INX shall recover the actual repair cost from the DTH Operator. However, in case the IRD cannot be repaired or is beyond repair the DTH Operator shall be liable to pay to INX the book value of the IRD.
- 15.3.4 In order to recover possession of the Equipment from the DTH Operator, the DTH Operator shall ensure that the authorized personnel of INX are allowed free and unobstructed access to the premises of the DTH Operator where the Equipment are installed and take possession of the same. The DTH Operator shall not interfere with such procedure provided that such authorized personnel of INX visit the premises for the purposes of taking the possession of the Equipment during normal office hours.
- 15.3.5 The DTH Operator acknowledges and recognizes that mere possession of the Equipment does not automatically entitle the DTH Operator to receive the Subscribed Channels.
- 15.3.6 Any violation/breach of this Clause shall entitle INX to disconnect and deny access to the Subscribed Channels subject however to the compliance of applicable laws as well as to terminate the Agreement as laid down in this Agreement.
- 15.3.7 It is recognized between the parties that the breach by either party of any of the representations, warranties or covenants set out in this Agreement shall constitute an event of material default by the other party under this Agreement and shall entitle the other party to terminate the Agreement and claim damages without prejudice to any other rights.

16. **Termination and effect of termination**

16.1 **Termination**

- 16.1.1 Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:
1. Material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so;
 2. The bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
 3. The DTH licence or any other material licence necessary for DTH operator to operate its DTH service being revoked at anytime other than due to the fault of DTH operator.
 4. INX shall have the right to terminate this Agreement by a written notice to DTH operator if
 - (i) DTH operator breaches any of the Anti Piracy Requirements and fails to cure such breach within ten (10) days of being required in writing to do so; or
 - (ii) INX discontinues the INX Channels with respect to all distributors in the Territory and provides DTH Operator with at least ninety (90) days prior written notice.

- 16.1.2 DTH operator shall have the right to terminate this Agreement on written notice to INX if DTH operator discontinues its DTH business and provides at least ninety (90) days prior written notice.
- 16.1.4 The Agreement shall automatically terminate by efflux of time.
- 16.1.5 INX may, terminate the Agreement at any time by giving a written notice of three weeks, to the other Party.
- 16.1.6 The parties shall have the right to terminate the Agreement, subject to Applicable Laws, upon the occurrence of any of the following events:
- 16.1.7 Where the DTH Operator in any manner has jeopardized or interfered with the INX's intellectual property rights in any of the Subscribed Channels or part thereof;
- 16.1.8 Where any of the parties attempts to make or makes any transfer, assignment or sublicense of any of their rights under the Agreement without prior written consent of the other party;
- 16.1.9 Upon the termination of the Agreement, distribution of the Subscribed Channels shall be unauthorized and illegal and the INX shall be entitled to disconnect /deactivate the distribution of the Subscribed Channels but subject to observance of applicable rules /regulations/orders if any.

16.2 **Consequences of Termination**

16.2.1 Upon termination of the Agreement:

- 16.2.1.1 The parties to the Agreement shall cease to exercise their rights and to perform obligations arising out of this Agreement unless expressly provided otherwise in this Agreement
- 16.2.1.2 The DTH Operator shall return the IRD / Viewing Cards in the same condition as they were made available by the INX subject to normal wear and tear.
- 16.2.1.3 The DTH Operator shall prepare and deliver to the INX a final Subscriber Report relating to Subscription Amount due to the INX on termination;
- 16.2.1.4 All Promotional Materials of the INX, which are in the DTH Operator's possession or under its control shall be delivered to the INX or otherwise disposed of in accordance with the INX's directions;
- 16.2.1.5 The parties shall immediately cease to make any representations that they are associated with each other in the Area;
- 16.2.1.6 The Parties in addition to their other rights and remedies under law or equity, shall be entitled to receive all outstanding monies due to each other including the Subscription Amounts /IRD Deposit /Security Deposit due or to become due under the Agreement and these shall immediately become due and payable on the date of termination;

16.2.1.7 The indemnity obligations and the confidentiality obligations of the parties will continue to stand and survive termination; and

16.2.1.8 The DTH Operator shall cease to use the intellectual property and sign a confirmation of cessation of the use of Intellectual property as may be required by the INX.

17. Governing Law and Dispute Resolution

The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the Agreement.

Signed for & On behalf of
INX Media Private Limited

Signed for & on behalf of
_____ **Limited**

Name:
Designation:
Witness:

Name :
Designation:
Witness:

Annexure 1

A LA CARTE RATES

Channels	Rate to DTH operator (Rs.)
9X	10.25 pspm
9XM	3.5 pspm

Annexure 2

The DTH Operator shall, at its own expense, take all necessary steps to prevent and stop unauthorized or illegal use of the Subscribed Channels or signals thereof as described below:

1. The DTH Operator represents, warrants and undertakes that the systems, processes and controls are in place regarding the distribution of set top boxes and Smart Cards so as to ensure that they are only sold within the Area by the DTH Operator or by its authorized dealers and such sales are only made to bona fide subscribers residing in the Area and installations are made at a domestic address is adequate and steps taken to ensure adequate systems, processes and controls shall include, without limitation, the DTH Operator:

- 1.1 Investigating any multiple Smart Cards issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
 - 1.2 Ensuring compliance by its authorized dealers including through unannounced visits to dealers' premises from time to time;
 - 1.3 Requiring that for every change of address on the system and therefore relocation of a set top box, there is an independent physical verification of the new domestic address; and
 - 1.4 De-authorising any set top box or Smart Card that is found outside of the Area or in the possession of a person who is not a *bona fide* subscriber.
2. The DTH Operator represents, warrants and undertakes that all of its set top boxes and Smart Cards:
 - (i) are sold and installed together as a pack only in the Area and only at the premises of subscribers whose address has been verified and
 - (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular set top box and that the Subscribed Channels cannot be viewed if such Smart Card is removed and used with any other set top box.
3. The DTH Operator represents, warrants and undertakes that all installations of set top boxes and Smart Cards are done directly by the DTH Operator or through its authorized dealers and only within the Area, and that the installer for every installation physically checks and ensures before installation and activation of a set top box and Smart Card that the address where the installation is being done matches with the address as supplied by the subscriber at the time of purchase of the set top box and which is the same as detailed in the SMS. The DTH Operator's SMS shall contain all of the following information items for each subscriber prior to activation of a set top box and, where separately issued, Smart Card for such subscriber:
 - 3.1 Name;
 - 3.2 Installation address;
 - 3.3 Billing address (if different);
 - 3.4 Telephone number of the installation address, where applicable;
 - 3.5 Subscriber's unique subscriber reference or subscription agreement number;
 - 3.6 Service/Channels/Packages that have been selected;
 - 3.7 Details of the dealer who sold the set top box;
 - 3.8 Details of the authorized dealer who sold the subscription;
 - 3.9 Details of the installer;
 - 3.10 Smart Card number; and
 - 3.11 Set top box number.
4. The DTH Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Subscribed Channels can be accessed from addresses which are:
 - 4.1 not *bona fide* or do not match the addresses as supplied by the relevant subscribers as detailed in the SMS; or

4.2 outside the territory of India.

5. In order to ensure that the Smart Card is only activated for *bona fide* subscribers, the DTH Operator further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired set top box; and (b) that such Smart Card is activated at the address of the subscriber which matches with the address as supplied by the subscriber at the time of purchase of the set top box and which is the same as detailed in the SMS.
6. The DTH Operator represents, warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and reactivation of all subscribers and all other records.
7. In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as "Piracy"), the DTH operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the "Security Systems") as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the INX.
8. To ensure the DTH operator's ongoing compliance with the security requirements set out in the Agreement, INX may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by INX in writing no more than twice per year during the Term, at INX's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the DTH operator or INX, then INX shall work with the DTH Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, INX may, in its sole discretion, suspend the DTH operator's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to INX's satisfaction. DTH operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the DTH operator to INX's satisfaction.
9. DTH operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.
10. DTH operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by DTH operator at the time the Channels are made available. If DTH operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, DTH operator shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify INX and the DTH operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the DTH operator shall not be treated as unauthorized use, as long

as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the DTH operator and the subscriber.

11. If so instructed by Information (as defined below) by INX, the DTH operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from INX. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "information" may even be provided by INX representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by INX through e mail and the DTH operator shall be under obligation to act upon such information.

Annexure 3

1. The DTH Operator shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications/ guidelines provided by INX. A certificate at periodical intervals by the DTH Operator giving the details of systems, processes and controls in place to run fingerprinting which detail is verifiable by INX would be sufficient compliance of this clause. The DTH Operator shall ensure that all set top boxes should support both visible and covert types of Fingerprinting and should be compatible for running Fingerprinting whether operated by the DTH Operator or by INX.
2. The DTH Operator shall ensure that it shall be able to operate the Fingerprinting across all subscribers or any sub-set of subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times.
3. The DTH Operator shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Subscribed Channels:
 - 3.1 The Subscribed Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;
 - 3.2 Fingerprinting to be provided by the DTH Operator on the Subscribed Channels, as per the scheme provided by INX; INX shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS) for implementation of IPTV Operator Systems

(A) STB Requirements:

1. All the STBs should have embedded Conditional Access.
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. The STB should have forced messaging capability.
9. The STB must be BIS compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

(B) Fingerprinting Requirements:

1. The finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.

6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.
8. The Overt finger printing and On screen display (OSD) messages of the respective broadcasters should be displayed by the MSO/LCO without any alteration with regard to the time, location, duration and frequency.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.

(C) CAS & SMS Requirements:

1. The current version of the conditional access system should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
4. The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
5. The CA IPTV Operator should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
7. The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - a. Unique Customer Id
 - b. Subscription Contract no
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline no
 - g. Mobile No
 - h. Email id
 - i. Service /Package subscribed to
 - j. Unique STB No
 - k. Unique VC No
8. The SMS should be able to undertake the:
 - a. Viewing and printing historical data in terms of the activations, deactivations etc
 - b. Location of each and every set top box/VC unit
 - c. The SMS should be capable of giving the reporting at any desired time about:

- i. The total no subscribers authorized
 - ii. The total no of subscribers on the network
 - iii. The total no of subscribers subscribing to a particular service at any particular date.
 - iv. The details of channels opted by subscriber on a-la carte basis.
 - v. The package wise details of the channels in the package.
 - vi. The package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or package
 - viii. The history of all the above mentioned data for the period of the last 2 years
9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
 10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
 11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
 12. The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.
 13. The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
 14. CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB cannot be re-deployed.

Format for Subscribers Monthly Report

For Domestic Subscribers

Package	Opening Subscribers as on_____	Closing Subscribers as on_____	Average Subscribers

For Commercial Subscribers except Forbearance Category

Package	Opening Subscribers as on_____	Closing Subscribers as on_____	Average Subscribers