

REFERENCE INTERCONNECT OFFER - DTH

This Reference Interconnect Offer ("RIO"), inter alia, provides broad technical and commercial terms and conditions which an Applicant would need to satisfy to obtain interconnection from **Raj Television Network Limited** ("RAJ GROUP") for its Direct To Home ("DTH") Operations.

1. PARTIES

Raj Television Network Limited, a company incorporated under the laws of India having its Registered Office at No.32, Poes Road, 2nd Street, Teynampet, Chennai – 600018, Tamilnadu, India [hereinafter referred to as "RAJ Group"],

AND

Applicant ("Applicant")

2. PRELIMINARY REQUIREMENTS

Depending on its category, the Applicant would need to provide to RAJ GROUP the documents specified in Annexure 'A' hereto.

3. APPLICANT REGISTRATION

Along with the request for entering into an interconnection agreement, the Applicant must provide a certified copy of the valid license certificate/license issued by the Ministry of Information and Broadcasting, India authorizing the Applicant to operate a DTH Network. Any requests made without a copy of a valid license to operate a DTH network, shall not be entertained. The Applicant would further need to undertake that the registration certificate would be renewed, as required under the applicable laws, before expiry.

4. AGREEMENT

Subject to satisfactory fulfillment of the requirements specified in clause 2 and 3 above, Applicant agrees to enter into an agreement as per this RIO (hereinafter referred to as the "Agreement"), which would govern the relationship between RAJ GROUP and the concerned Applicant (hereinafter referred to as the "Operator").

RAJ GROUP and Operator are hereinafter individually referred to as "Party" and collectively as "Parties".

5. RIGHTS GRANTED

The parties agree that on signing of the Agreement, Operator shall have the non-exclusive right to carry the Channels (as defined in paragraph 8 below) during the Term (which term is defined hereunder) via DTH technology in the Territory (which term is defined hereunder) on the DTH platform owned and

operated by Operator (the "Platform"). Rights hereby granted to the Operator will be for distribution to Subscribers, as defined in clause 11 hereunder.

The Operator agrees to distribute the Channels in the manner as set forth in the Agreement. All other rights and means of distribution not specifically and expressly granted to Operator, vide the Agreement, are expressly excluded and reserved by RAJ GROUP, including, but not limited to, PPV, VOD, SVOD, transmission via "head end-in-the-sky" ("HITS"), IPTV, cable systems, mobile and the internet.

6. TERM

The Term of the Agreement shall be one (1) year commencing as of _____ and expiring on _____, unless terminated in accordance with the terms of the Agreement.

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

7. TERRITORY

Territory shall mean _____.

8. CHANNELS/SERVICES

The term "Channel" means each channel, as set forth below (collectively, the "Channels"):

| Sl. No. | Channel Name |
|---------|---------------------|
| 1 | RAJ TV |
| 2 | RAJ DIGITAL PLUS |
| 3 | RAJ MUSIX |
| 4 | RAJ NEWS |
| 5 | VISSA TV |
| 6 | RAJ NEWS TELUGU |
| 7 | RAJ MUSIX TELUGU |
| 8 | RAJ MUSIX KANNADA |
| 9 | RAJ NEWS KANNADA |
| 10 | RAJ NEWS MALAYALAM |
| 11 | RAJ MUSIX MALAYALAM |
| 12 | RAJ PARIWAR |

RAJ TV, RAJ MUSIX, RAJ NEWS, RAJ DIGITAL PLUS, VISSA TV, RAJ NEWS TELUGU, RAJ MUSIX TELUGU, RAJ NEWS KANNADA, RAJ MUSIX KANNADA, RAJ PARIWAR, RAJ NEWS MALAYALAM AND RAJ MUSIX MALAYALAM are collectively referred to herein as the "RAJ GROUP Channels"

The Operator represents that it has obtained all necessary rights, licenses and permissions relevant to re-transmission of the Channels by the Operator on its DTH platform. RAJ GROUP further undertakes to maintain the said rights, licenses and permissions throughout the Term of the Agreement.

As and when during the Term of the Agreement, the Operator is desirous of obtaining any additional channel(s) distributed by RAJ GROUP (i.e. RAJ GROUP's/RAJ GROUP Channels or Third Party Channels), the Operator may request RAJ GROUP for providing the same on mutually agreeable terms and conditions.

9. **A-LA-CARTE AND BOUQUET RATES OF CHANNELS**

The a-la-carte and bouquet rates of channels shall be as provided in **Annexure-B** hereto, as modified from time to time.

10. **CHANNEL REMOVAL**

RAJ GROUP shall have the right to remove any of the Channels if RAJ GROUP ceases to have the necessary rights to distribute such Channel in the Territory ("Removed Channel"), with written notice. In such cases where removal of the Channel is due to circumstances beyond RAJ GROUP's control, including, but not limited to the actions of governmental authorities or regulatory bodies.

11. **SUBSCRIBERS**

"Subscriber" shall mean, for any calendar month, each residential household, private residential dwelling unit, including a dwelling unit in a residential apartment building complex or any other multi-unit dwelling, which is owned, leased or rented, which is served by the Platform. Each household or unit in a residential multi-unit dwelling shall be treated as a separate Subscriber. In addition, for each additional subscription or connection within a single household or unit (an "Additional Connection"), shall be treated as a separate Subscriber. Subscriber shall include ordinary subscriber and a commercial subscriber, unless specifically excluded. For the purposes of the Agreement following categories of the Commercial Subscribers are excluded:

1. Hotels with rating of three star and above;
2. Heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India);
3. Any other hotel, motel, inn and such other commercial establishment providing board and lodging and having fifty or more rooms; and
4. In respect of programs 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.

A Subscriber shall receive the Operator's services only at a place indicated by it without further transmitting it to any other person

12. **LICENSE FEE**

For each month or part thereof during the Term of the agreement, the Operator shall pay to RAJ GROUP the Monthly License Fee which shall be calculated in accordance with the formula set forth below:

Monthly License Fee = RPS multiplied by the Monthly Average Subscriber Level

"RPS" means the rate per subscriber calculated as per the channels/bouquets selected by the Operator.

The a-la-carte and bouquet "Rate" per Subscriber is set out in Annexure B hereto. The rates mentioned in

the said Annexure, as referred to above, are exclusive of all taxes and levies.

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.

For the purpose of calculation of the Monthly License Fee payable to RAJ GROUP, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of RAJ GROUP through the Operator.

CALCULATION OF LICENSE FEE

- I. In case the Operator avails one or more Bouquet(s) of the Channels (the "Bouquet(s)", as mentioned in Annexure B hereto):
 - (a) If the Operator is providing the Bouquet(s) as a whole to its Subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate, as set out in Annexure B, multiplied by the number of monthly Subscribers availing the Bouquet(s).
 - (b) If the Operator does not offer such opted Bouquet(s) as a whole to its Subscribers but offers only certain Channel(s) comprised in such Bouquet or if the Operator packages the channels comprised in such opted Bouquet in a manner resulting in different subscriber base for different Channels comprised in such opted Bouquet, then the payment to RAJ GROUP for such entire opted Bouquet by the Operator, shall be calculated on the basis of subscriber base for the Channel which has highest subscriber base amongst the Channels comprised in the Bouquet.
- II. In case the Operator avails one or more or all of the Channels:
 - (a) If the Operator is providing the Channels on ala carte basis to its Subscribers, the Monthly License Fee for such ala carte Channels shall be equal to the ala carte rate, as set out in the Annexure B, multiplied by the number of subscribers availing the channels on ala carte basis.
 - (b) If the Operator does not offer such opted ala carte Channel(s) as ala carte to its Subscribers but offers the ala carte Channel(s) in packages, then the payment to RAJ GROUP 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.
- III. In case the Operator avails one or more Channels on ala carte rate basis and also opts for different Bouquet(s) comprising of Channels opted on ala carte basis:
 - (a) For Bouquet(s), the Monthly License Fee shall be calculated on the basis of sub clause I above.
 - (b) For ala carte channels, the Monthly License Fee shall be calculated on the basis of sub clause II above.

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

13. PAYMENT TERMS

The Monthly License Fee shall be paid in arrears within fifteen (15) days from receipt of invoice ("Due Date") raised on the basis of detailed report of the Operator by RAJ GROUP without any deduction.

Within seven (7) days of end of each month, the Operator shall provide opening, closing number of subscribers for that particular month, based on which RAJ GROUP shall raise an invoice on the Operator. In case the Operator fails to send the report within the aforesaid period of seven days, RAJ GROUP shall have the right to raise a provisional invoice and the 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 Operator for the immediately preceding month. On receipt of the report from the Operator, the parties would conduct reconciliation between the provisional invoice raised by RAJ GROUP and the report sent by the Operator.

Where any debit notes or credit notes are to be issued for recovering differential License Fees from Operator for an already invoiced period (for any reason what so ever), then RAJ GROUP shall by 7th of the following month complete all activities (like performing internal checks, measurement of differential License Fees etc) that would enable RAJ GROUP to be in a position to issue the debit note or credit note on the Operator. Further such date shall be deemed to be the event which would entitle the RAJ GROUP to receive the differential License Fees. Such debit notes are to be paid immediately by the Operator upon receipt of the same. All other provisions under the Agreement as regards interest on late payment shall apply to such differential License Fees also.

The 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 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% ("Late Payment Interest Rate"). The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the License Fee by the Due Date, and RAJ GROUP shall retain all of its other rights and remedies under the Agreement.

All License 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 the Operator's cost and will be charged at the prevailing rates by RAJ GROUP to the Operator. If payment of the License 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 Operator shall provide tax withholding certificates to RAJ GROUP within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued there under. The imposition and collection of interest on late payments does not constitute a waiver of Operator's obligations to pay the License Fee by the Due Date, and RAJ GROUP retains all of its other rights and remedies under the Agreement.

14. ALTERATION OF SERVICE

Operator agrees to carry each of the Channels in its entirety, in the order and at the time transmitted by RAJ GROUP's licensors without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic or animated overlays, pull-through or crawls, deletions or additions, except as authorized in advance in writing by RAJ GROUP, including for any electronic program guide as referenced below. Operator shall not redistribute any portion of any of the Channels except as specifically authorized by RAJ GROUP. RAJ GROUP and its licensors reserve the right to alter any or all of the Channels, including the names of the Channels and the programming exhibited on the Channels.

Operator also agrees and undertakes that it shall not superimpose or otherwise insert any advertisements, promotions, programmes, data and content whatsoever either its own or that of any other channel before/during/after or along with the content of the Channel(s).

For the avoidance of doubt, Operator shall not reconfigure, combine, alter, edit, manipulate, dub, sub title or repackage the Channel for any purpose or copy and store the content of the Channel on any storage device in any medium. Neither will Operator enable Subscribers to do the same. However it is clarified that in accordance with applicable TRAI regulations, the Operator can provide PVR/DVR facility at Subscriber end.

15. DELIVERY

RAJ GROUP shall deliver, or cause the delivery of, the Channels to Operator and Operator shall be responsible, at its own cost, to further distribute the Channels in encrypted form as provided in the Agreement.

The uplinking specifications, satellite capacity and infrastructure allocated by the Operator in respect of the broadcast signal of Channels by Operator to its subscribers shall be at par with that of the broadcast signal of any other channel within the same genre on the Operator's platform.

16. PACKAGING/ TIERING

The Operator undertakes to RAJ GROUP that the Channels shall not be disadvantaged or discriminated or otherwise treated less favorably vis-a-vis competing channels on a genre basis, while being included in any package or tier. Further the Operator shall keep RAJ GROUP informed of the packages or tier in which the Channels are made available. Any change in packaging of the Channel(s) shall be only after providing 30 days prior written intimation by the Operator to RAJ GROUP.

17. AUTHORIZED TRANSMISSION /SECURITY

Operator shall transmit each of the Channels through the Platform to subscribers located in the Territory in the manner of transmission and distribution specified in the Agreement with respect to the Platform, and shall scramble the signal for such transmission, in accordance with technical parameters and specifications as mutually agreed between the parties at the time of entering into the Agreement (the "Technical Specifications"). The Parties acknowledge and agree that any changes to the Technical Specifications and any material changes to the Platform's security and encryption technology, including the Encryption System (other than standard software upgrades which are deemed not to be material changes), during the Term will only be made as may be agreed between the Parties in writing from time to time; provided, however, that any such consent shall not be unreasonably withheld or delayed. During the Term, Operator's transmitting facilities shall be fully capable of individually addressing Subscribers on a channel-by-channel and decoder-by-decoder basis. Operator shall install decoding equipment and all other equipment necessary to receive and distribute the Channels, at its own cost and expense.

Operator acknowledges and agrees that set-top boxes, and their installed content protection systems, used by subscribers of the Platform shall prohibit the use of digital outputs. Operator further agrees to make no use, nor authorize or permit others to make use, of the Channels or the programming on the Channels other than as expressly set forth in the Agreement. If the Operator distributes any or all of the Channels in a manner not authorized or for a purpose not specifically provided for by the Agreement, then RAJ GROUP shall, notwithstanding anything contained elsewhere, have the right in its sole discretion to either immediately suspend the transmission of any or all of the Channels by Operator, or terminate the

Agreement by providing at least three (3) weeks' days' prior written notice to the Operator. Operator agrees that it shall comply at all times with RAJ GROUP's Technical Specifications.

Operator acknowledges that RAJ GROUP and its licensors may in certain circumstances not control the appropriate rights to exhibit certain programs on the Channels in the Territory ("Withheld Programs").

Accordingly, Operator acknowledges and agrees not to exhibit, and shall block (or "black out") the transmission of, any Withheld Program upon notification from RAJ GROUP and shall indemnify RAJ GROUP for any failure to block such Withheld Program from its transmission.

Operator shall use its best efforts to maintain for the Channels first-class signal transmission quality in accordance with the highest international industry standards. RAJ GROUP agrees to deliver the Channels to Operator of a quality sufficient to permit Operator to reasonably comply with such standards. Operator shall maintain service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify RAJ GROUP of any degradation to any of the Channels' signal.

18. ANTI-PIRACY REQUIREMENTS

In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel(s), in whole or in part, (hereinafter collectively referred to as "Piracy"), the Operator shall, prior to the commencement of the Term and at all times during such Term, deploy, maintain, and enforce fully effective and internationally renowned state of the art technology on the platform and conditional access delivery and content protection and security systems, a tamper proof environment in its operations and related physical security and operational procedures and (the "Security Systems") as may be specified, from time to time, by the Company

To ensure the Operator's ongoing compliance with the security requirements set out in the Agreement, RAJ GROUP may require technical audits ("Technical Audits") conducted by an independent security technology auditor ("Technical Auditor"), approved RAJ GROUP in writing no more than twice per year during the Term, at RAJ GROUP's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Operator or RAJ GROUP, then RAJ GROUP shall work with the Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, RAJ GROUP may, in its sole discretion, suspend the 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 RAJ GROUP's satisfaction. The 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 Operator to RAJ GROUP's satisfaction.

The 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.

The 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 the Operator at the time the Channels are made available. If the 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, the 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 RAJ GROUP and the 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 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 Operator and the subscriber.

If so instructed by Information (as defined below) by RAJ GROUP, the 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 RAJ GROUP. 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 RAJ GROUP's representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by RAJ GROUP through e mail and the Operator shall be under obligation to act upon such information. In such instances where Operator is the only party that is allowed to initiate legal action against an unauthorized party, including, but not limited to, the filing of criminal complaints against such unauthorized party, Operator agrees to grant necessary rights to RAJ GROUP to initiate legal action. In the event RAJ GROUP cannot initiate such legal action, against an unauthorized party, for want of *locus standi*, Operator agrees to initiate the same. In all cases where legal action is initiated by RAJ GROUP, Operator agrees to provide RAJ GROUP with all the necessary/required assistance. Operator agrees to extend all the required co-operation to RAJ GROUP's efforts to actively combat piracy of the Channels in the Territory. Operator shall, at its own expense, take all necessary steps to comply with the obligations and requirements set forth in Annexure- "C" hereto.

19. ADVERTISING/ MARKETING/ PROMOTION

Operator shall promote all the Channels and the programming exhibited by all of the Channels in the same manner and to the same extent as any other channel, which is distributed by Operator; provided that Operator may carry out any specific promotion with respect to a certain specific channel. Notwithstanding the above, Operator agrees that it shall provide the Channel(s) with the same opportunity to carry out specific promotions. Moreover, Operator agrees that the Channels will be treated similarly, in terms of size and prominence (taking into consideration the context) to other channels in any advertising material where the Channel Marks (as defined below) appear with the logos and names of all other channels. Nevertheless, in promoting the Channels, Operator shall use only promotional material provided or pre-approved by RAJ GROUP in strict adherence to RAJ GROUP's instructions, in the form provided by RAJ GROUP (or, if created by or on behalf of Operator, in the identical form presented to RAJ GROUP for RAJ GROUP's prior written approval) and only for the purpose of promoting the Channels. RAJ GROUP shall make available to Operator promotional and marketing materials in accordance with RAJ GROUP's then current practices. RAJ GROUP may, from time to time, undertake marketing tests and public polls or other research in connection with the Channels. Operator shall cooperate with RAJ GROUP in such research by making available information reasonably requested by RAJ GROUP. RAJ GROUP and Operator agree to discuss joint marketing efforts and the coordination of marketing and promotion for the Channels and the Platform.

RAJ GROUP will also be treated similarly to other programmers in respect of opportunities for participation in events and promotions that Operator undertakes for the promotion of channels, subject to and considering commercial agreements for each such event and promotion and the context of each such event and promotion. In addition, if Operator has or creates an electronic programming guide or other navigational tools for the Platform ("EPG"), or a printed programming guide for distribution to its subscribers (a copy of which shall be sent to RAJ GROUP simultaneously with mailings to subscribers), then the programming schedule of each of the Channels shall be prominently featured in them in the order of their channel/frequency position (and Operator shall use its best efforts to ensure that subscribers are advised of any changes in the programming schedules of the Channels). RAJ GROUP shall provide to Operator information in a format that is reasonably requested by Operator for this purpose. For purposes of the

Agreement, "Channel Marks" shall mean all Intellectual Property (as defined below) owned or used by RAJ GROUP or its affiliates or licensors from time to time in connection with the Channels, including, without limitation, the trade names and marks specified by RAJ GROUP or otherwise notified in writing by RAJ GROUP from time to time.

20. INTELLECTUAL PROPERTY

Unless notified to the contrary by RAJ GROUP, in all trade references, advertising, promotion and for all other purposes, the Channel(s) shall be referred to exclusively as designated herein or as otherwise designated by RAJ GROUP. As between RAJ GROUP and Operator, all rights, titles and interests in the programming on the Channel(s) and all trademarks, trade names, service marks, logos, materials, formats, and concepts relating to the Channel(s) or any trademarks, trade names, logos, names, titles of the rights holders of any programming exhibited on the Channel(s) (collectively, the "**Intellectual Property**") shall belong exclusively to RAJ GROUP. Operator shall not claim adversely to or challenge the rights of RAJ GROUP, any agent of

RAJ GROUP or RAJ GROUP's program and Channel(s) suppliers with respect to any Intellectual Property thereof. To the extent any of such rights are deemed to accrue to Operator, Operator agrees that such rights are the exclusive property of the respective owners of such names and marks, and Operator agrees to renounce such rights. Operator shall not use any material containing any of the Intellectual Property without the prior written consent of RAJ GROUP. If RAJ GROUP authorizes such use, Operator shall use such Intellectual Property in connection with the Channel(s) only and only in accordance with RAJ GROUP's written instructions. RAJ GROUP reserves the right to inspect any such material at any time without prior notice. Operator shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of RAJ GROUP, resembles any of the Intellectual Property. Operator shall include appropriate copyright and other legal notices as RAJ GROUP may require, and shall promptly call to the attention of RAJ GROUP the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Territory. Operator shall within 10 days after termination of this Agreement return to RAJ GROUP or, at RAJ GROUP's request, destroy all material, used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of RAJ GROUP are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to RAJ GROUP (or its designee) all interest in and to any graphic representation created by or for Operator of any Intellectual Property.

Operator shall not use any Intellectual Property for any other purposes including marketing and promotional purposes, except for the purpose of promoting the availability of the Channels on the Platform, subject to prior written approval of RAJ GROUP.

21. SUBSCRIBER REPORTS

The Operator shall maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).

The Operator shall provide to RAJ GROUP complete and accurate opening and closing subscriber monthly reports for the Channels and the tier and/or package containing the Channels within seven (7) days from the end of each month in the format provided by RAJ GROUP.

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 Channel and each package in which a Channel is included) and the License Fees payable to RAJ GROUP and shall be signed and attested by an officer of the 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.

Operator shall also include in its Subscriber Report, comprehensive details of all incidents of piracy and signal theft involving the Platform, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report or meeting. The obligation of Operator to provide to RAJ GROUP the Subscriber Reports shall survive termination of the Agreement until RAJ GROUP receives the Subscriber

Reports for each relevant month for which any License Fee is payable.

22. SUBSCRIBER MANAGEMENT SYSTEM

RAJ GROUP's representatives shall have the right, 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 Operator relating to the Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to RAJ GROUP 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 RAJ GROUP, the 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 Operator to be due for such period by two (2) percent or more, the Operator shall pay all of RAJ GROUP's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.

The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.

Operator agrees that it shall maintain the customer databases compiled by Operator under the Agreement, and that it shall provide RAJ GROUP with reasonable access to such databases. Operator will maintain at its own expense a subscriber management service ("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, returned 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 authorized Operator agents for the sale to Subscribers of programming packages;
- (iv) Obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
- (v) Enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

23. INTEGRATED RECEIVER DECODERS ("IRD(s)")

The IRD(s) used for decoding the Service(s) will either be provided by RAJ GROUP to the Operator or procured by the Operator, directly from the market, on its own. The VC, if required for the IRD, shall always be provided by RAJ GROUP to the Operator and shall at all times remain the property of the owner of the respective Channel(s) ("Channel Owner") and not of RAJ GROUP and / or Operator

The VC, if required for the IRD, shall always be provided by RAJ GROUP to the Operator and shall at all times remain the property of the owner of the respective Channel(s) ("Channel Owner") and not of RAJ GROUP and / or Operator.

Where the IRD is procured by the Operator directly on its own from the market, it shall ensure that the same meets the technical and other parameters as may be communicated by RAJ GROUP and shall be responsible for its proper functioning, repairs, replacement or maintenance. RAJ GROUP shall not under any circumstances be responsible or liable for any malfunctions, repairs, replacement or maintenance of such IRD.

IRD provided by RAJ GROUP to the Operator, shall at all times remain the property of "Channel Owner", and not of RAJ GROUP and / or Operator. RAJ GROUP may require Operator to make a refundable security deposit (the

"Security Deposit") before RAJ GROUP delivers an IRD/VC to Operator. Upon the return of IRD/VC to RAJ GROUP,

RAJ GROUP will refund the Security Deposit, subject to deduction of any amounts to cover any damage to the IRD/VC.

RAJ GROUP makes no representation or warranty as to the capabilities of the IRDs / VCs provided by it to the Operator. RAJ GROUP shall not under any circumstances be responsible or liable for any malfunctions of such IRDs / VCs. However, in the event such an IRD / VC requires repair or replacement, Operator may send a written complaint to RAJ GROUP and RAJ GROUP shall inform the relevant Channel Owner and endeavour to repair or replace the IRD / VC at RAJ GROUP's sole discretion subject to the Channel Owner's policies. All IRDs / VCs provided by RAJ GROUP to the Operator shall be returned to RAJ GROUP or the relevant Channel Owner immediately upon the end of the Term, or earlier if requested by RAJ GROUP.

The mere possession of an IRD / VC and making all payments relating to it does not guarantee access to the Service.

Operator undertakes to ensure that each IRD and VC provided by RAJ GROUP to the Operator:

- (a) shall not be moved from the installation address communicated to RAJ GROUP, which shall be a secure location. Operator grants RAJ GROUP the right at any time to enter the installation address to verify the presence of, and to inspect and test, each IRD and VC at the installation address. In the event an IRD/VC is missing, RAJ GROUP will be entitled to take any action in law, including under existing criminal laws, to recover the IRD/VC. Further, in the event an IRD/VC is lost, misplaced, stolen, or is in any manner alienated from Operator's possession, Operator shall immediately inform RAJ GROUP of the same, with a copy of the relevant report lodged with the law enforcement authorities. Operator shall also immediately initiate all steps that may be possible for the recovery of the IRD/VC, including but not limited to legal action in a court of law. It is, however, made abundantly clear that all costs incurred or to be incurred for the recovery of the IRD/VC shall be borne solely by Operator. In case the IRD/VC is not recovered the Security Deposit, as made by the Operator, shall be paid to the Channel Owner and the Channel Owner shall be free to recover the balance costs of the IRD / VC from the Operator.
- (b) is not opened, tampered with or reproduced in any manner whatsoever. In the event that the hologram seal affixed to the IRD is broken while the IRD is in the possession of Operator, RAJ GROUP may suspend the Service (after complying with the relevant regulations) without liability and such Service will be restored only at RAJ GROUP's discretion and subject to Operator paying a non-refundable reactivation fee of Rs. 500 or higher as per the existing policies of RAJ GROUP on each such suspension. Operator acknowledges that the reactivation fee is not a penalty. Upon such IRD seal being broken, RAJ GROUP on behalf of the Channel Owner may take back possession of the IRD and Operator's Security Deposit, as made by the Operator, shall stand forfeited and paid to the Channel Owner who shall be free to recover the balance cost of such IRD from the Operator. Operator agrees to use the IRD/VC only in accordance with the technical specifications established by the manufacturer of the IRD/VC for the installation and use of the IRDs.
- (c) is not sold, assigned, pledged or otherwise transferred to any party and is not used for any purpose other than receiving the Service.

24. REPRESENTATION AND WARRANTIES

RAJ GROUP represents and warrants to the Operator that it has full authority and all rights necessary to enter into this Agreement and to perform its obligations hereunder. Operator represents and warrants that it has full authority to enter into this Agreement, to deliver the Services, to perform its obligations hereunder and that upon execution hereof this Agreement shall be legally binding and enforceable against Operator.

Operator further represents and warrants that: (a) it has all the requisite statutory approvals and permissions required under the applicable laws, in connection with the ownership and operation by Operator of the Platform; (b) Operator has the necessary infrastructure including office and support staff for running its operations smoothly and efficiently discharging its entire obligations under this Agreement; and (c) in entering into this Agreement it is not in breach and will not in future be in breach of any contractual obligation to any third party or other providers of television services that it carries on the Platform; (d) in entering into and performing this Agreement, it is not in violation or conflict with any applicable law; and (e) It shall at all times comply with the terms and conditions of this Agreement.

It is further expressly agreed between the Parties that the Service is provided solely on the basis of and in reliance upon the representation, warranties and declaration made by the Operator. There are no representations or agreements that are outside this written Agreement and this Agreement contains all of the understandings between the parties. RAJ GROUP makes no representations or warranties as to whether or not the Service or any of their content require any governmental consent or approval (which, as required, is the sole responsibility of the concerned Channel Owner) nor as to whether or not the Service or the distribution of the Service comply with any applicable laws and regulations.

25. CONFIDENTIALITY

Operator shall not disclose to any person or otherwise make use of any secrets or confidential information concerning the terms and/or subject matter of the Agreement; and that it will use all reasonable endeavors to prevent the disclosure of any such secrets or confidential information to any third party. Provided however that the Operator may disclose confidential information to a third party, but only to the extent such confidential information is:

1. Already in the public domain or becomes available to the public other than through the act and/or omission of the party disclosing such information; or
2. Required to be disclosed under applicable law; or
3. Disclosed to its officers, employees, directors or professional advisors, provided that such party shall procure that such persons shall undertake to treat such confidential information as confidential.
4. Disclosed to its officers, employees, directors or professional advisors, provided that such party shall procure that such persons shall undertake to treat such confidential information as confidential.

26. INDEMNIFICATION

Operator hereto shall indemnify and hold RAJ GROUP, and its respective officers, directors, employees, agents and Operators, harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising directly or indirectly out of a breach of any representation, warranty or undertaking made by the Operator under this Agreement.

27. LIMITATION OF LIABILITY

Notwithstanding anything contained herein to the contrary, RAJ GROUP shall not be liable to the Operator for any consequential or indirect losses or damages, including but not limited to loss of profit, loss of use, loss of revenue or damage to business or reputation, whether foreseeable or not, howsoever arising out of or in connection with the performance or breach of this Agreement.

Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties except as specifically set forth herein.

28. TERMINATION AND SUSPENSION

Either Party has a right to terminate the Agreement by a written notice, subject to applicable Law, to the other in the event of:

- a. material breach of the Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so; or
- b. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; or
- c. Operator's registration or license to operate its service being revoked at anytime other than due to the fault of Operator.

If the Operator defaults in its payment of any License Fee by the Due Date, RAJ GROUP may issue a written notice to Operator specifying the amounts due and payable. If Operator then fails to pay any License Fee within 21 (Twenty one) days after receipt of such notice, RAJ GROUP shall have the right to suspend delivery to Operator of any or all of the Channels until such amounts due and payable (as per such notice) by Operator to RAJ GROUP under the Agreement are paid in full, or/and, RAJ GROUP may immediately terminate the Agreement.

RAJ GROUP has the right, subject to applicable laws, to suspend the delivery of Channel(s) or terminate the Agreement by a written notice to the Operator in any of the following events:

- (i) If the Channels, RAJ GROUP, or its respective successors or assigns, cease to operate or do business in the Territory for any reason; or
- (ii) If RAJ GROUP discontinues the Channel(s) with respect to all distributors in the Territory; or
- (iii) If Operator breaches any of its representations, warranties or obligations under the Agreement (other than payment of the License Fee) and fails to cure such breach within 21 days after Operator receives written notice from RAJ GROUP; or
- (iv) If Operator becomes insolvent or winding up proceedings are initiated against the Operator or if the business or property of the Operator is subject to management of a receiver appointed by any court for whatsoever reason; or
- (v) If the 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.

The Operator shall have the right to terminate the Agreement on written notice to RAJ GROUP if the Operator discontinues its DTH business and provides at least ninety (90) days prior written notice.

In addition to the above, Operator may cease to distribute a Channel if it receives written notice from the Ministry of Information & Broadcasting of India for such period of time as mandated (which such period may be subsequently reduced).

29. EFFECT OF TERMINATION

- a) Upon expiry or termination of the Agreement for any reason, each party shall return to the other party all documents, confidential information, and other material belonging to the other party in its possession.
- b) Termination or expiry of the Agreement will not affect the obligations, rights and liabilities of the parties that are expressly or impliedly to survive termination or expiry.

30. GOVERNING LAW AND JURISDICTION

The governing law shall be the Indian Law and the 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.

31. MISCELLANEOUS

- (i) Entire Agreement, Binding Effect, etc.

This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements, oral or written, with respect thereto.

- (ii) Force Majeure

Neither of the Parties shall, in any manner whatsoever, be liable or otherwise responsible for any delay or default in, or failure of, performance resulting from or arising out of or in connection with any Event of Force Majeure (as defined below) and any such delay, default in, or failure of, performance shall not constitute a breach by such Party hereunder. As used herein, an "Event of Force Majeure" in respect of a Party hereto shall mean any act, cause, contingency or circumstance beyond the control of such Party, including, without limitation, to the extent beyond the control of such Party, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, public disaster or public transportation dispute.

If an Event of Force Majeure which prevents either party from fully and substantially performing its obligations under this Agreement has continued for more than seventy-five (75) consecutive days, the other party may terminate this Agreement prior to its expiration by notice in writing to the affected party.

RAJ GROUP shall not incur any liability because the Channel Owner fails to transmit the Channel(s) due to failure of facilities of the Channel owner or any satellite carrier, or otherwise, labor disputes, riots, acts of God, wars (whether or not declared), government action, order or restriction, or any other cause beyond RAJ GROUP's reasonable control.

For the avoidance of doubt, if this Agreement is terminated pursuant to this Clause 21(ii), neither party shall have any liability to the other as a result of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist).

(iii) Notices

All notices must be in writing sent, during working hours, by fax, personal delivery or courier to such address of RAJ GROUP and Operator as set forth on the 1st (first) page of this Agreement, unless otherwise notified.

(iv) Assignment

This Agreement may not be assigned by Operator without the prior written consent of RAJ GROUP. Any assignment in violation of the foregoing sentence shall be null and void and without effect. RAJ GROUP may assign this Agreement in its sole and absolute discretion; provided, however, that RAJ GROUP shall cause the assignee to assume in writing this Agreement, including, without limitation, all of RAJ GROUP's obligations to Operator, and in which event, RAJ GROUP shall be released from any and all liability under this Agreement to Operator.

(v) Amendment

No amendment of this Agreement shall be valid unless presented in writing and signed by each of the Parties.

(vi) Survivability

Clauses 12 (License Fee), 13 (Payment Terms), 20 (Intellectual Property), 24 (Representations and Warranties), 25 (Confidentiality), 26 (Indemnification), 27 (Limitation of Liability), and 30 (Governing Law and Jurisdiction), shall survive the expiration or termination of this Agreement.

(vii) Additional Miscellaneous Provisions

In the event any provision of this Agreement shall be found to be contrary to any governmental law or regulation of any governmental administrative or regulatory agency or body, the other provisions of this Agreement shall continue in full force and effect. No waiver by any party to this Agreement 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. Nothing herein shall be taken to constitute a partnership, agency or joint venture between the Parties. This Agreement may be signed in any number of counterparts, all of which together shall constitute the same agreement.

* This RTO only provides the broad commercial and technical terms as per The Telecommunication (Broadcasting and Cable Services) Interconnection (Fourth Amendment) Regulation, 2007 and The Telecommunication (Broadcasting & Cable Services) Interconnection Regulation 2009 (Fifth Amendment) – Regulation dated 17th March 2009. The final agreement shall be subject to mutual negotiation and agreement and shall contain necessary clauses setting out the details of the agreed terms and conditions.

ANNEXURE "A"

- i. If the Operator is an individual or a sole proprietor:
 - a. Photograph of the proprietor of the Applicant firm.
 - b. Proof of residence – Passport / Voter's ID Card/ration card/Electricity bill / Income Tax returns.
 - c. Self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
- ii. If the Operator is a partnership firm:
 - a. Certified true copy of the registered Partnership Deed.
 - b. Separate powers of attorney signed by all partners authorizing the signatory to sign the Agreement and any amendment thereto and all related documents on behalf of the Firm.
 - c. Photograph of the signatory.
 - d. Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- iii. If the Operator is a company:
 - a. The Certificate of Incorporation – Certified by the Company Secretary / Director.
 - b. Memorandum and Articles of Association of the company.
 - c. Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
 - d. Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
 - e. Photograph of the signatory.
- iv. If the Operator is a Hindu Undivided Family "HUF":
 - a. The photograph of the Karta.
 - b. The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
 - c. The names of all coparceners and his/her relation with the Karta.
 - d. Relevant documents, including any Partition Deed, Family Settlement Deed, etc.
 - e. Copy of Passport / Voters ID / PAN Card / Driving License for signature verification attested by the Karta.
- v. If the Operator falls into the 'Other' category
 - a. Such documents as required by RAJ GROUP.

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ANNEXURE "B"

DTH RATE CARD

| TICK HERE √) | SL.No | CHANNEL | A-LA-CARTE RATE (INR) |
|-------------------------------------|-------|-------------------|--------------------------|
| Standard Definition Channels | | | |
| | 1 | RAJ TV | 6.93 |
| | 2 | RAJ DIGITAL PLUS | 4.86 |
| | 3 | RAJ NEWS | 2.52 |
| | 4 | RAJ MUSIX | 3.15 |
| | 5 | VISSA TV | 2.94 |
| | 6 | RAJ MUSIX KANNADA | 3.47 |

BOUQUET 1:

| TICK HERE √) | SL.No | CHANNEL | Bouquet Rate INR |
|-----------------|-------|------------------|------------------|
| | 1 | RAJ TV | 15.00 |
| | 2 | RAJ DIGITAL PLUS | |
| | 3 | RAJ NEWS | |
| | 4 | RAJ MUSIX | |

BOUQUET 2:

| TICK HERE √) | SL.No | CHANNEL | Bouquet Rate INR |
|-----------------|-------|-------------------|------------------|
| | 1 | RAJ TV | 20.55 |
| | 2 | RAJ DIGITAL PLUS | |
| | 3 | RAJ NEWS | |
| | 4 | RAJ MUSIX | |
| | 5 | VISSA TV | |
| | 6 | RAJ MUSIX KANNADA | |

NOTES:

- All rates are applicable on a "per ordinary subscriber per television set per month" basis
- All rates are exclusive of taxes and other levies which will be charged extra

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ANNEXURE-“C”

OPERATOR'S ANTI-PIRACY OBLIGATIONS

1. General

- 1.1 All Fingerprinting hereunder is compliant with the BIS Specification for Digital Set Top Box (“STB”) for DTH.

2. STBs, Smart Cards, Systems and Procedures.

- 2.1 In order to ensure that each STB is capable of being used for Fingerprinting, Operator agrees that the STB supplied to residential Subscribers will conform to the BIS standards as provided in BIS Specification for Digital Set Top Box for DTH.
- 2.2 Operator represents and agrees that there are adequate systems, processes and controls in place regarding the distribution of STBs and Smart Cards so that they are only sold within the Territory by Operator or by its authorised dealers and such sales are only made to bona fide Subscribers residing in the Territory and installations are made by Operator or its designees at an address in the Territory. Adequate systems, processes and controls shall include, without limitation, Operator:
 - 2.2.1 collecting and maintaining complete up to date records of each and every residential Subscriber's details, and such Subscriber's STB and Smart Card including, without limitation, the particulars specified in paragraph 2.4;
 - 2.2.2 requiring all residential Subscribers to submit a utility bill or bank statement as proof of address, including any residential Subscribers who have been previously de-authorised prior to re-authorisation, or otherwise independently verify the address prior to activation of any STB and Smart Card;
 - 2.2.3 investigating any multiple Smart Cards issued under one individual name or address (other than for mirror STB's), including visiting the premises of such individuals or addresses from time to time;
 - 2.2.4 deputing officers to visit and verify the accuracy and veracity of Subscribers, in the event Operator becomes aware of any alleged continuing / potential misuse and/or misrepresentation by the Subscribers;
 - 2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
 - 2.2.6 requiring that for every change of address on the Operator system and therefore re-location of a STB, there is an independent physical verification of the new residential address; and
 - 2.2.7 deauthorising any STB or Smart Card that is found outside of the Territory or in the possession of a person who is not a bona fide residential Subscriber.

- 2.3 Operator agrees that all of its STBs and Smart Cards: (i) are sold and installed together as a pack only in the Territory and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular STB and that the Channel(s) cannot be viewed if such Smart Card is removed and used with any other STB.
- 2.4 Operator agrees that all installations of STBs and Smart Cards are done directly by Operator or through its authorised dealers and only within the Territory, and that the installer for every installation physically checks and ensures before installation and activation of a STB and Smart Card that the address where the installation is being done matches with the address as supplied by the residential Subscriber at the time of purchase of the STB and which is the same as detailed in the subscriber management system. In accordance with paragraph 2.2.1, Operator's subscriber management system shall contain all of the following information items for each residential Subscriber prior to activation of a Smart Card and STB for such residential Subscriber:
- 2.4.1 Name;
 - 2.4.2 Installation address;
 - 2.4.3 Billing address (if different);
 - 2.4.4 Telephone number of the installation address, where applicable;
 - 2.4.5 Residential Subscriber's unique subscriber reference or subscription agreement number;
 - 2.4.6 Service/Channel(s)/Packages that have been selected;
 - 2.4.7 Name and unique reference number of the dealer who sold the STB to such residential Subscriber;
 - 2.4.8 Name and unique reference number of the dealer who sold the subscription to such residential Subscriber (if different);
 - 2.4.9 Name and unique reference number of the installer (if different from the dealer);
 - 2.4.10 Smart Card number; and
 - 2.4.11 Unique STB number.
- 2.5 Operator agrees and undertakes that it shall not knowingly or negligently activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channel(s) can be accessed from addresses, which are:
- 2.5.1 not bona fide or do not match the addresses as supplied by the relevant residential Subscribers as detailed in the subscriber management system;
 - 2.5.2 outside of the Territory; or
 - 2.5.3 that of a cable head end or any other distributor of such Channel(s) to residential subscriber.

- 2.6 In order to ensure that the Smart Card is only activated for bone fide Subscribers, Operator further agrees that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired STB; and (b) that such Smart Card is activated at the address of the residential Subscriber which matches with the address as supplied by the residential Subscriber at the time of purchase of the STB and which is the same as detailed in the subscriber management system.
- 2.7 Operator agrees that its subscriber management system allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all residential Subscribers and all other records required under Paragraph 2.4.
- 2.8 Operator shall ensure that on screen display should support a minimum of 80 characters.

3. Fingerprinting

- 3.1 Operator shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as reasonably requested from time to time (such requests not to unreasonably interfere with Operator's business operations).
- 3.2 Operator shall ensure that all STBs should support Fingerprinting and should be compatible for running Fingerprinting.
- 3.3 Operator shall ensure that it shall be able to operate the Fingerprinting across all residential Subscribers or any sub-set of residential 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.
- 3.4 Operator shall ensure that the Channel(s) Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency.

4. Conditional Access and other systems

- 4.1 Operator agrees that it shall, at its sole cost, be responsible for ensuring the Channel(s) is distributed via a digital encrypted format signal receivable through its conditional access system ("Conditional Access") only by its bona fide Subscribers to the Channel(s).
- 4.2 Operator agrees that: (a) both the Conditional Access and Subscriber billing systems shall be of a reputed organization and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market outside of the Territory; and (b) both its Conditional Access and subscriber management systems shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

5. Piracy, piracy reports and prevention

- 5.1 Each party shall immediately notify the other party if it ascertains or becomes aware that:
- 5.1.1 Any Smart Card or STB is being located, supplied or sold outside the Territory,
- 5.1.2 The Channel(s) is being viewed via a Smart Card or STB by a STB party that is not a residential Subscriber,

- 5.1.3 A Smart Card is being used for viewing the Channel(s) anywhere other than the registered address of a residential Subscriber in the Territory, or
- 5.1.4 A Smart Card and/or STB is being used by a cable operator to distribute the Channel(s), (each, a "Piracy Event").
- 5.2 If RAJ GROUP becomes aware of a Piracy Event then, at RAJ GROUP's reasonable request, Operator shall take all reasonable necessary steps to prevent or to stop such unauthorised or illegal use of the Channel(s) or signals thereof.
- 5.2.1 In the event RAJ GROUP decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all reasonable assistance to RAJ GROUP to prevent or combat such Piracy Event.
- 5.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of RAJ GROUP, where RAJ GROUP shall be one of the parties to such action, it shall notify RAJ GROUP in writing and seek RAJ GROUP's prior written consent. Where RAJ GROUP consents to Operator taking legal or other action on behalf of RAJ GROUP, Operator shall keep RAJ GROUP fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of RAJ GROUP or its Operators without the prior written consent of RAJ GROUP.
- 5.3 If its Conditional Access is hacked or otherwise compromised, Operator agrees to change or upgrade, within 180 days of Operator becoming aware of such compromise, its Conditional Access and/or Subscriber Management systems to ensure that the Conditional Access cannot be hacked or compromised within the Territory. If Operator does not make such change or upgrade within such period of time, RAJ GROUP shall have the right to suspend or terminate this Agreement in accordance with Clause 16. During such period, Operator shall use reasonable efforts to implement a temporary fix to protect the Channel(s).
- 5.4 Operator shall investigate and report to RAJ GROUP any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channel(s) via a STB and/or Smart Card, or any illegal or unauthorised distribution or use of the STBs or Smart Cards or other equipment that enable access to the Channel(s).

6 Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS) for implementation of Digital Addressable 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 Head end.
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 Company 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.

| | |
|---|------------------|
| For Raj Television Network Limited | For _____ |
| _____ | _____ |
| Name: | Name: |
| Title: | Title: |

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