

**REFERENCE INTERCONNECT OFFER –HITS (Other Platform)**

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 Ltd [ “Raj Group”] for its Headend in the Sky (“HITS”) other Platform.

This Subscription Agreement (“Agreement”) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ by and between

**Raj Television Network Ltd**, a company incorporated under the Companies Act, 1956, and having its registered office at No.32, Poes Road, 2nd Street, Teynampet, Chennai – 600018, Tamilnadu, India [hereinafter referred to as “RAJ Group” ], which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns];

AND

M/s \_\_\_\_\_

HITS License No.: \_\_\_\_\_

Wireless Operational License No.: \_\_\_\_\_

Valid From: \_\_\_\_\_ Valid Upto: \_\_\_\_\_

PAN No.: \_\_\_\_\_

Service Tax Registration No.: \_\_\_\_\_

TAN No.: \_\_\_\_\_

Entertainment Tax Registration No.: \_\_\_\_\_

Registered Address:

\_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Correspondence Address:

\_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Installation Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

E-mail ID: \_\_\_\_\_

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

\_\_\_\_\_

Photograph of the  
Authorized  
Signatory of the  
Operator

[hereinafter referred to as “**Operator/Applicant**”, which expression, unless repugnant to the meaning and context thereof, shall mean and include its successors and permitted assigns].

RAJ GROUP and the Operator are hereinafter individually and collectively referred to as “**Party**” and “**Parties**”, respectively.

**WHEREAS:**

- A. RAJ GROUP is exclusively authorized to distribute the Channels, across various distribution platforms including the HITS platform, across India.
- B. The Operator is a HITS Operator providing HITS services.
- C. The Operator is desirous to subscribe the Channels for further retransmission to the Subscribers either directly and / or through its affiliated cable operators, and RAJ GROUP is willing to provide signals of the Subscribed Channels to the Operator for further retransmission to the Subscribers either directly and / or through its affiliated cable operators, on the terms and conditions agreed herein between RAJ GROUP and the Operator.

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

**1. DOCUMENTS**

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

**2. OPERATOR / APPLICANT REGISTRATION**

Along with the request for entering into an interconnection agreement, the Applicant must provide a certified copy of the valid license /certificate/permission issued by the Ministry of Information and Broadcasting, India, together with the copies of valid license /certificate/permission that need to be obtained by the Operators from other Government Departments for operating the business of retransmission of channels through HITS platform.

RAJ GROUP shall not be obligated to entertain any requests made without the copies of a valid license / certificate / permissions to operate the business of retransmission of channels through HITS platform,. RAJ GROUP may seek further documents and information from the Applicant and the Applicant shall be bound to provide the same to RAJ GROUP so as to enable RAJ GROUP to arrive at a decision whether or not to provide the signals of the channels to it.

The Applicant would further undertake to renew the registration certificate/license / permission obtained from the MIB and other Government Departments, as may be required under the applicable laws, before expiry of the term for which the said registration certificate/license / permission was issued.

**PRELIMINARY REQUIREMENTS - AGREEMENT**

Subject to satisfactory fulfillment of the requirements specified in Clauses 1 and 2 above, Applicant / Operator 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 Applicant / Operator.

**4. DEFINITIONS**

In this Agreement, unless the context otherwise requires, the defined terms shall have such respective meaning as have been assigned to them in **Annexure B**. Additionally, there are other defined terms in the body of the Agreement which shall have such respective meaning as have been assigned to them in the body of the Agreement.

5. **RIGHTS GRANTED**

On the basis of the representations, warranties and undertakings given by the Operator, and subject to the Operator paying the Monthly License Fees as envisaged in this Agreement and the Operator complying with all other terms of this Agreement, RAJ GROUP hereby grants the non-exclusive right to the Operator to receive the signals of the Subscribed Channels through the IRDs provided by RAJ GROUP and retransmit the Channels (as defined in Clause 8 below) to its Subscribers (as defined in Clause 11 below) either directly and / or through its affiliated cable operators, in a secured encrypted manner, during the Term (as defined in Clause 6) via HITS Distribution System (which term is defined hereunder) in the Territory (which term is defined in Clause 7 below) on the HITS platform owned and operated by Operator (the "Platform").

All other rights and means of distribution not specifically and expressly granted to the Operator under this Agreement, including without limitation, Cable (analogue), DTH, PPV, NVOD, SVOD, VOD, personal computer, mobile telephony, or any technology now available or which may become available in future are expressly excluded and reserved by RAJ GROUP.

The Operator agrees to retransmit the Channels on its Platform in the manner as agreed and set forth in the Agreement.

"HITS" means multi channel downlinking and distribution of Television programme in C-Band or Ku Band, wherein the channels are down linked at a central facility (Hub Teleport) located within India and again uplinked to satellite after encryption of channels. At the cable headend these encrypted channels are downlinked using single satellite antenna, transmodulated and sent to the subscribers by using land based transmission system comprising of infrastructure of cable/ optical fibers network in an encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the Subscriber within limits of the authorization made, through the Conditional Access System, and the Subscriber Management System, on the explicit choice and request of such Subscriber.

"HITS Distribution System" means the headend installed by a HITS Operator for receiving encrypted signals of the channels from designated satellite(s) through the integrated receiver decoders of such channels and then re-encrypting such signals and uplinking them to designated satellite hired by such HITS Operator from which, the affiliated cable operators or such HITS Operator itself can downlink the signals of such channels to their Digital Addressable Cable Television Network for onward distribution to subscribers through such Digital Addressable Cable Television Network.

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 HITS platform. The Operator further undertakes to maintain the said rights, licenses and permissions throughout the Term of the Agreement.

6. **TERM**

The Term of the Agreement shall be one (1) year commencing as of \_\_\_\_\_ and expiring on \_\_\_\_\_, with respect to each Subscribed Channel/Bouquet unless terminated earlier 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 / Service" means each channel, as set forth in **Annexure C** (collectively, the "Channels / Services") namely- 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

As and when during the Term of the Agreement, the Operator is desirous of subscribing to any additional channel(s) being distributed by RAJ GROUP, 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 D** hereto, and RAJ GROUP reserves the right to modify the rates from time to time pursuant to any new regulation / order / amended law as may be notified by TRAI / MIB or any other quasi-judicial or judicial authority. RAJ GROUP shall notify the revised rates to TRAI and the Operator and such revised rates shall become effective for the purposes of this Agreement from the date RAJ GROUP notifies the same to TRAI.

#### 10. CHANNEL REMOVAL

RAJ GROUP reserves the right at any time during the Term to remove and/or delete any Channel from the Subscribed Channels ("**Removed Channel**") and the applicability of this Agreement with respect to the Removed Channel shall stand terminated. RAJ GROUP shall have the right to replace any Removed Channel with a replacement channel or to add any channel to the list of Channels and to grant its distribution / retransmission rights to the Operator. If any channel is removed, replaced or added to the list of Channels, the License Fee payable shall be proportionately adjusted. For avoidance of doubt it is hereby clarified that RAJ GROUP shall use its best commercial endeavors to provide reasonable notice to the Operator with respect to removal or replacement of any Subscribed Channels, provided however that failure to provide any such notice to the Operator shall not be deemed a breach of RAJ GROUP's obligations hereunder. Additionally, the Operator hereby undertakes not to involve RAJ GROUP and to further keep RAJ GROUP indemnified from any claim/damage/legal proceedings that may be brought against the Operator or RAJ GROUP by any of the Operator's Subscribers on account of such Removed Channels (with or without prior notification) and/or increase, if any, in the subscription rates that the Operator may choose to levy on the Subscriber.

It is hereby clarified for the avoidance of doubt that amongst the Subscribed Channels, if any Subscribed Channel is converted from pay to a free-to-air channel, the License Fee payable shall be adjusted upon mutual discussion and agreement between the Parties.

#### 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 through a Set Top Box ("STB") installed by the Operator. Each STB in a household or unit in a residential multi-unit dwelling 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:

- (a) Hotels with rating of three star and above;
- (b) Heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India);
- (c) Any other hotel, motel, inn, and such other commercial establishment providing board and lodging and having fifty or more rooms; and
- (d) 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 for its private viewing / domestic consumption without further transmitting it to any other person.

## 12. SUBSCRIBER REPORTS

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

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. If any Subscriber has opted for more than one connection from the Operator and/or its Affiliate Cable Operator, all such additional connections must feature in the Subscriber Report.

Such Subscriber Reports shall specify all information required to calculate the Monthly Average Subscriber Level. The Monthly Average Subscriber Level is calculated by adding the number of Subscribers on the first and last day of the month in question and dividing the sum by two, i.e. (Opening Subscriber + Closing Subscriber) divided by two (2).

The Subscriber Report shall include the correct and updated details of the cable operators served by the Operator, such cable operators' downline link operators & their territory of operation, Subscriber count, details of the Subscribed Channels & packages and the Monthly License Fees payable to RAJ GROUP. Such Subscriber Reports 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 Subscriber 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.

The Operator shall maintain throughout the Term and for twelve (12) months thereafter (or such longer period as required by law) sufficient records to enable RAJ GROUP to verify and ascertain (i) veracity of the Subscriber Reports supplied by Operator pursuant to this Clause, (ii) the payments due to RAJ GROUP hereunder, and (iii) Operator's compliance with its anti-piracy obligations as set out in this Agreement.

## 13. LICENSE FEE

- (a) For each month of the Term and thereafter during the Term, the Operator shall pay to RAJ GROUP the License Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.
- (b) The a-la-carte rate and bouquet rate ("Rate") per Subscriber per month is as set out in **Annexure D** to this Agreement, respectively. The Rates mentioned in the Annexure D to this Agreement are exclusive of all taxes and levies.
- (c) The "Monthly Average Subscriber Level" for any channel is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.
- (d) All payments collected by RAJ GROUP from the Operator shall be on First in First out (FIFO) basis i.e. all outstanding sums for the prior periods shall be first adjusted.
- (e) RAJ GROUP reserves the right to modify the rates from time to time pursuant to any new regulation / order / amended law as may be notified by TRAI / MIB or any other quasi-judicial or judicial authority and the License Fee payable under this Agreement shall accordingly get modified from the effective date of the revised Rates.

### Calculation of License Fees

- I. In case the Operator avails one or more Bouquet(s) of the Channels (the "Bouquet(s)", as mentioned in **Annexure D** hereto):
  - (a) If the Operator is providing the Bouquet(s) as a whole to its Subscribers, the License Fee for such Bouquet(s) shall be equal to the Bouquet rate, as set out in Annexure D, multiplied by the Monthly Average Subscriber Level of the Subscribers availing the Bouquet(s) for any particular month.

- (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 Monthly Average Subscriber Level for the Channel which has highest subscriber base amongst the Channels comprised in the Bouquet, for any particular month.
- II. In case the Operator avails one or more or all of the Channels on a-la-carte basis:
- (a) If the Operator is providing the Channels on ala carte basis to its Subscribers, the 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 Monthly Average Subscriber Level of the Subscribers availing the Channels on a la- carte basis, for any particular month.
- (b) if the Operator does not offer such opted a-la-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 Monthly Average Subscriber Level of the packages in which such opted a-l-a carte Channel(s) has been placed, for any particular month.
- III. In case the Operator avails one or more Channels on a-la-carte rate basis and also opts for different Bouquet(s) not comprising of Channels opted on a-la-carte basis:
- (a) For Bouquet(s), the License Fee shall be calculated on the basis of sub clause I above.
- (b) For ala carte channels, the 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.

#### **14. PAYMENT TERMS**

The License Fee shall be paid in arrears within fifteen (15) days from the date of invoice ("Due Date") raised on the basis of detailed Subscriber Report of the Operator by RAJ GROUP without any deduction, except the withholding tax/TDS as provided in this Agreement.

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 the said seven (7) 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 by RAJ GROUP of the relevant Subscriber Report for the particular month from the Operator, the Parties shall conduct reconciliation between the provisional invoice raised by RAJ GROUP and the Subscriber 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 as well.

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% per annum ("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.

#### **15. 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.

#### **16. 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 / retransmit the Channels in a secure encrypted form on its Platform as provided in the Agreement.

The uplinking specifications, uplink 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.

#### **17. PACKAGING / BUNDLING**

The Operator agrees to place the Channels in all the packages in which it has placed any of the top three closest competition channels of the respective genres. The Operator shall carry the Channels in such packages that have the maximum number of Subscribers on the Operator's Platform. The Operator agrees to include the respective Channel (s) in any specific pack / package, specifically created by the Operator, for any particular genre of channels. The Operator undertakes to ensure that the packaging of Channel(s) will not be disadvantaged or discriminated vis-à-vis the other closest competition channel(s) of the same genre. The Operator shall serve RAJ GROUP with prior intimation of its intention to package/repackage/launch a new package (promotional or otherwise).

#### **18. AUTHORIZED TRANSMISSION / SECURITY**

Operator shall transmit each of the Channels through the Platform to its 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 as detailed in **Annexure E** (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' signals.

#### **19. ANTI-PIRACY REQUIREMENTS**

In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channels, 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 the most 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 RAJ GROUP.

To ensure the Operator's ongoing compliance with the deployment and maintenance of Security Systems and requirements as set out in this Agreement, RAJ GROUP may require technical audits ("Technical Audit(s)") to be conducted by an independent security technology auditor ("Technical Auditor"), approved by 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 further distribute / retransmit 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 for purely personal domestic viewing purposes and in accordance with the terms and conditions of the subscription agreement between the Subscriber and the Operator and its Affiliated Cable Operator.

If so instructed by Information (as defined below) by RAJ GROUP, the Operator shall switch 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 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 F** hereto.

**20. INTEGRATED RECEIVER DECODERS ("IRD(s)") and VIEWING CARDS ("VC(s)")**

RAJ GROUP shall provide the Operator with the IRD(s) used for decoding the Channels / Service(s) or in certain cases where the professional IRDs may be required by the Operator, RAJ GROUP may direct it to purchase the same on its own from the supplier designated by RAJ GROUP. The Viewing Cards ("VC(s)"), if required for the IRD, shall always be provided by RAJ GROUP to the Operator. The IRDs and VCs provided by RAJ GROUP to the Operator shall at all times remain sole and exclusive property of the owner of the respective Channel(s) ("Channel Owner") and not that of RAJ GROUP and / or Operator. The IRDs and VCs shall be provided by RAJ GROUP to the Operator within ten working days from the date of execution of the Agreement. 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 the Operator 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 IRDs that are procured by the 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. If the IRDs / VCs is damaged due to negligence of the Operator, RAJ GROUP, on behalf of respective Channel Owner, shall recover the actual repair cost from the Operator and if the IRDs / VCs is damaged beyond repairs, then the Operator shall be liable to pay to RAJ GROUP the cost of such IRDS / VCs as on the date it was supplied to the Operator. 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 so requested by RAJ GROUP.

If the Operator merges or amalgamates with another HITS Operator or any third party or ceases to operate its HITS Distribution System / Platform, the IRDS and VCs supplied by RAJ GROUP to the Operator shall be returned forthwith by the Operator to RAJ GROUP.

The Operator shall ensure that the authorised personnel/representative of RAJ GROUP is allowed free and unobstructed access to the premises of the Operator where the IRDs / VCs are installed, for the purposes of inspection of the safe keeping of the said IRDS / VCS and / or during the Technical Audits being conducted and / or at the time taking back the possession of the IRDs / VCs and the Operator shall not interfere with such procedure.

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

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 or RAJ GROUP if so authorised 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.

## **21. 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. Notwithstanding the above, Operator agrees that it shall provide the Channel(s) with the same opportunity to carry out specific promotions as it provides to other top three competition channels of the same genre. 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. The Operator further agrees to similarly treat the Channels in respect of opportunities for participation in events and promotions that Operator shall undertake for the promotion of other channels.

Nevertheless, in promoting the Channels, Operator shall use only such promotional material as are 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.

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 then it shall send a copy of the same to RAJ GROUP simultaneously with mailings to Subscribers. The programming schedule of each of the Channels shall be prominently featured in the EPG in the order of their channel/frequency position/ LCN and the Operator shall use its best efforts to ensure that Subscribers are advised of any changes in the programming schedules of the Channels in advance.

For purposes of the Agreement, "Channel Marks" shall mean all Intellectual Property (as defined in clause 22 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.

## **22. 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 and subject to the terms, conditions and restrictions as may be imposed by RAJ GROUP in consonance with applicable law.

### **23. AUDIT**

- (a) RAJ GROUP's representatives shall have the right, not more than twice during the period of each calendar year within the Term, to review and / or audit the Subscriber Management System, conditional access system, other related systems and records of Subscriber Management System of the Operator, for the purposes of ascertaining and verifying the amounts properly payable to RAJ GROUP under the Agreement, the correctness of the information contained in Subscriber Reports and Operator's full compliance with the terms and conditions of the Agreement. If such review and or audit reveals that additional License Fees are payable to RAJ GROUP, the Operator shall immediately pay such additional License Fees within two (2) working days from the date such additional License Fees is demanded by RAJ GROUP.
- (b) Late Payment Interest Rate – Where upon review / audit it is revealed that license fees due for any period as reported by the Operator exceeds the actual License Fees payable for the said period by two (2) percent or more, then the Operator shall pay to RAJ GROUP all costs incurred in connection with such review and / or audit, together with the Late Payment Interest as provided in Clause 14 above and shall take any necessary actions to avoid such errors in the future.
- (c) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.
- (d) The Operator will maintain at its own expense a Subscriber Management System ("SMS") that is 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 Operator's authorized 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.

### **24. OBLIGATIONS OF THE OPERATOR:**

Some of the specific obligations of the Operator under this Agreement are state as below. The list below is not an exhaustive set of obligations but is in addition to the obligations of the Operator that may be stated elsewhere in this Agreement:

- (a) The Operator shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers through its HITS Distribution System, either directly or through its Affiliated Cable Operators.
- (b) The Operator shall raise monthly invoices on the Subscribers and/or Affiliated Cable Operators towards subscription of the channels (from amongst the Subscribed Channels) and the Operator shall collect such invoiced monthly fees from the Subscribers and/or Affiliated Cable Operators.
- (c) Irrespective of the Operator's collection of the invoiced monthly amounts from the Subscribers and/or Affiliated Cable Operators, the Operator shall provide RAJ GROUP with the true and correct

Subscriber Reports on a monthly basis and accordingly pay the License Fees to RAJ GROUP, in a timely manner as agreed in Clause 14 above.

- (d) The Operator shall ensure uplinking of high quality encrypted signal of the Subscribed Channels to its hired satellite and further retransmission of such high quality encrypted signal of the Subscribed Channels to the Subscribers either directly or through its Affiliated Cable Operator.
- (e) The Operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its HITS Distribution System / Platform and shall regularly provide to RAJ GROUP with updated piracy reports.
- (f) The Operator shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favorably by Operator or its Affiliated Cable Operators with respect to closest competing channels on a genre basis.
- (g) The Operator shall fully comply and abide by all other obligations as has been agreed by it under the terms of this Agreement.

**25. REPRESENTATIONS AND WARRANTIES OF RAJ GROUP:**

- a. RAJ GROUP represents to the Operator that it has the requisite powers and authority to enter into this Agreement and to fully perform its obligations hereunder.
- b. RAJ GROUP makes no representations and/or warranties relating to the continuity, reception and quality and nature of the contents on the Subscribed Channels and RAJ GROUP shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Operator.
- c. RAJ GROUP has no control on the scheduling and the program content of any of the Channels. Therefore, neither RAJ GROUP, nor its officers, directors, servants, agents or subsidiary companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programs shown on any of the Subscribed Channel.
- d. RAJ GROUP shall not, under any circumstances, be liable for the performance of the IRD's/VC's for the Subscribed Channel.

**26. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR**

The Operator represents, warrants and undertakes the following to RAJ GROUP:

- (a) The Operator has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (b) By executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party.
- (c) The Operator has a valid and subsisting license from the applicable statutory authority which permits operation of its HITS Distribution System / Platform and the Operator undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to RAJ GROUP.
- (d) The Operator shall not use any equipment in its Platform / HITS Distribution System which is identified as unlawful or which renders network security vulnerable.
- (e) The Operator shall abide, implement and ensure compliance of all Applicable Laws in relating to retransmitting the signals of Channel to its Subscribers through HITS Distribution System / Platform.

- (f) The Operator undertakes to encrypt the signals of the Subscribed Channels with the best encryption technology available from time to time and in any case with such encryption which is at par with industry standards.
- (g) The Operator undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Operator in the packages offered by it to its Subscribers.
- (h) The Operator undertakes to carry all language feeds of the Subscribed Channels.
- (i) The Operator undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if so required, and shall be liable to pay any license fee and royalty in relation to such licenses.
- (j) The STBs, CAS and SMS shall comply with the Technical Specifications and the Operator agrees that the STBs, and their installed CAS microchip, shall prohibit use of unauthorised outputs.
- (k) The Operator shall not retransmit the Subscribed Channels via any medium other than its HITS Distribution System / over its Platform.
- (l) The Operator undertakes not to distribute the Subscribed Channels (either directly or indirectly through its Affiliated Cable Operators) to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.
- (m) The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest industry standards.
- (n) The Operator undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
- (o) The Operator undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. However, the Operator undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature.
- (p) The Operator undertakes not to push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on-demand service in respect of the Subscribed Channels.
- (q) The Operator undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.

The Operator undertakes not to pledge, charge, encumber or in any way part with the possession of the IRDs / VCs. Further, the Operator undertakes not to remove or shift or allow removing or shifting, the IRDs / VCs from the Installation Address detailed in the first page of this Agreement or allows anybody else to do the same, without prior written permission of RAJ GROUP and shall indemnify RAJ GROUP against any damage, destruction, theft or loss of the IRDs/VCs.

- (s) The Operator undertakes not to modify, misuse or tamper with the IRDs including the seal (paper seal to prevent opening of the IRDs) or any signals emanating there from, in a manner that prevents the identification of the IRDs / VCs number or interferes with the signals emanating there from.

- (t) Upon change in the designated satellite of the Subscribed Channels, the Operator undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
- (u) The Operator undertakes to promptly intimate RAJ GROUP of any change in ownership or sale of the business/assets of the Operator.
- (v) The Operator undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to RAJ GROUP and/or its representatives for inspection/audit upon reasonable notice.
- (w) The Operator undertakes to provide all assistance to RAJ GROUP during inspection / audit for determining the actual subscriber base of the Operator. The Operator undertakes to furnish and submit to RAJ GROUP all information and/or documents as may be required by RAJ GROUP from the Operator from time to time.
- (x) Whenever any of the Channels are launched in high definition format, the Operator shall arrange for distribution of the high definition format signals of the applicable channels through its HITS Distribution System / Platform, however, subject to separate commercial arrangement negotiated and agreed between the Parties and reduced in writing.

## **27. TERMINATION AND SUSPENSION**

Either Party has a right to terminate the Agreement by a 30 days advance 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. the HITS license or any other material license / certificate / permission necessary for Operator to operate its Platform being revoked at anytime other than due to the fault of Operator;
- d. upon occurrence of any Force Majeure Event, in terms of clause 30(g).

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

- a. 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.
- b. If RAJ GROUP discontinues the distribution of the Channel(s) with respect to all distributors in the Territory and provides Operator with at least thirty (30) days prior written notice;
- c. If the channels, RAJ GROUP, or its respective successors or assigns, cease to operate or do business in the Territory for any reason;
- d. 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;
- e. In case any winding up proceedings have been initiated against the Operator;
- f. In the event of assignment of the Agreement by the Operator without prior written approval of RAJ GROUP;
- g. If the Operator voluntarily or by operation of law loses control of the means to distribute the Subscribed Channels through its HITS Distribution System / Platform (including but not limited to entering into an agreement/arrangement with another party for operational and/or administrative and/or funding purposes, etc.);

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

Notwithstanding the above, 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 the said License Fee so demanded, within 21 (Twenty One) days after receipt of such notice, RAJ GROUP shall have the right to suspend delivery of any or all of the Channels to Operator 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 choose to immediately terminate the Agreement.

The Parties agree that if any of the agreements between RAJ GROUP and the Channel Owners relating to RAJ GROUP's right to distribute any of the Subscribed Channels in the Territory to HITS Operators is terminated, then only such part of this Agreement pertaining to the said Subscribed Channel shall stand terminated with the remaining Agreement continuing to be in full force and effect. Under such eventuality, the Parties shall mutually negotiate and agree to the adjustments to be made in that respect.

RAJ GROUP's rights to terminate the Agreement shall be without prejudice to RAJ GROUP's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages and other remedies available under Applicable Laws.

**Effects of Termination:**

- a) Upon expiry or early termination of this Agreement for any reason, the Operator shall forthwith pay to RAJ GROUP all outstanding amounts under the Agreement. RAJ GROUP reserves the right to adjust the outstanding sums payable to the Operator by RAJ GROUP under any other agreement.
- b) Upon expiry or early termination of this 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.
- c) Termination or expiry of this Agreement will not affect the obligations, rights and liabilities of the parties that are expressly or impliedly to survive termination or expiry.
- d) In the event of termination of this Agreement for any of the reasons enumerated in this clause 26 hereinabove, RAJ GROUP shall repossess the IRDs and VCs from the Operator.
- e) RAJ GROUP shall not, in any manner whatsoever, be obliged to reinstate the Services after termination under this Clause 26. RAJ GROUP may, in its sole discretion, consider reinstating the Services to Operator only upon its satisfaction that the events or circumstances giving rise to the termination have been resolved.
- f) If RAJ GROUP agrees to reinstate the Services after its termination, the fact that the Services has been discontinued during the current Term will not postpone the date on which the Term is due to expire.
- g) Any termination of the Services for any reason whatsoever by RAJ GROUP will not entitle Operator to any refund of any amounts paid by Operator to RAJ GROUP. RAJ GROUP retains its right to retain any amounts paid by Operator to RAJ GROUP to cover costs.
- h) In case of termination of the Service, Operator shall continue to remain liable to pay any and all sums due to RAJ GROUP as of the date of termination of the Service, and RAJ GROUP retains all other rights and remedies against Operator.
- i) Upon termination of this Agreement for any reason, Operator must cease to make any representations that it is associated with RAJ GROUP or the Services/ Channels.

**28. INDEMNITY**

Operator shall indemnify and hold RAJ GROUP and its respective officers, directors, employees, agents and affiliates, harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of the breach of any representation, warranty or undertaking made by Operator or any other obligation of the Operator arising out of this Agreement. RAJ GROUP shall notify Operator in writing of the claim or action for which such indemnity applies.



## **29. LIMITATION OF LIABILITY**

Notwithstanding anything contained herein to the contrary, any liability of RAJ GROUP to Operator in connection with or arising out of this Agreement shall be limited to the Monthly License Fees for the last month actually paid by Operator to RAJ GROUP. 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 by RAJ GROUP.

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.

## **30. GOVERNING LAW AND JURISDICTION**

The rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with laws of India. The Telecom Dispute Settlement and Appellate Tribunal ("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**

(a) Amendments - Any addition, deletion, amendment or modification to this Agreement must be in writing and signed by the Parties.

(b) Assignment – Notwithstanding anything contained in this Agreement, the Operator shall not have the right to assign or transfer the Agreement or any of its rights and obligations under this Agreement to any third party without the prior written consent of RAJ GROUP. Upon any breach of this clause by the Operator whether actual, potential or threatened, the Operator shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels and RAJ GROUP shall be entitled to terminate this Agreement and deactivate / disconnect the supply of signals of the Subscribed Channels and take all other recourse as may be lawfully available to it.

RAJ GROUP may at any time assign this Agreement including without limitation, its rights and obligations under this Agreement, either in whole or in part to any third party and such third party shall to the extent of such assignment be deemed to have the same rights and obligations as RAJ GROUP vis-à-vis the Operator. Such assignment shall take effect from the date RAJ GROUP communicates the fact to the Operator in writing.

(c) Binding Agreement - This Agreement shall not be binding upon either Party until signed by an authorized representative of both the Parties.

(d) Confidentiality - The parties agree that they have maintained and will maintain in confidence the Confidential Information and that they have not and will not reveal the same to any persons except: (a) to their employees, officers, directors, affiliates, attorneys, auditors and with respect to RAJ GROUP to the Channel providers on a need to know basis for purposes of administering this Agreement and complying with their respective obligations hereunder, (b) at the written direction of the non-disclosing Party; (c) to the extent necessary to comply with the Law or a valid order of a court of competent jurisdiction in which event the disclosing Party shall so notify the other Party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information; (d) as part of its normal reporting or review procedure to its Affiliates, general partners, auditors, attorneys and other advisors, provided such Affiliates, general partners, auditors, attorneys and advisors agree to be bound by the confidentiality provisions herein; (e) in order to enforce any of its rights pursuant to this Agreement; (f) to potential investors, insurers and financing entities, provided

such persons or entities agree to be bound by the confidentiality provisions herein.

Without limiting the above, the Operator shall not issue any press release or other public statement relating to this Agreement without obtaining the prior written consent of RAJ GROUP.

- (e) Cooperation - If so requested by the other Party, each Party undertakes to negotiate in good faith and enter into such further agreements as may be necessary for them to implement the terms of this Agreement. Each Party agrees (at its own cost) to do or procure the doing of any act or thing necessary for the performance of its obligations under this Agreement.
- (f) Entire Agreement - This Agreement supersedes all prior agreements and arrangements (whether written or oral) and embodies the entire understanding and all terms agreed between the parties relating to the subject matter of this Agreement.
- (g) 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, 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, satellite failure or equipment malfunction.

The Party suffering the Event of Force Majeure must promptly notify to the other Party in writing (i.e. within 48 hours) the nature of the force majeure event, its impact and the mitigation plan for such event.

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 thirty (30) consecutive days, the other Party may terminate this Agreement prior to its expiration by notice in writing to the affected Party.

If a Force Majeure Event affects only certain Channels and not all Channels, and has continued for more than thirty (30) consecutive days, the unaffected Party may terminate this Agreement with respect to only the affected Channels by giving notice in writing to the affected Party and this Agreement shall continue with respect to the unaffected Channels.

For the avoidance of doubt, if this Agreement is terminated pursuant to this clause 30(g), 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).

- (h) Notices - All notices must be in writing sent, during working hours, by fax or personal delivery or registered post or e-mail to the following address of RAJ GROUP and Operator, unless otherwise notified-

TO Operator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention : \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Raj Television Network Ltd - Website Copyright for Execution

TO  
Raj Television Network Ltd  
No-32, Poes Road, 2<sup>nd</sup> Cross  
Teynampet, Chennai - 600018  
Attention: Legal Department  
Fax: +91-44-24341260  
E-mail: \_\_\_\_\_

Notices given by personal delivery shall be deemed to have been given on delivery and notices sent by registered post shall be deemed to have been given two (2) days after the date of mailing. Notices sent by fax shall be deemed to delivered on the generation of a fax report confirming the transmission and similarly notice through e-mail shall be deemed to have been served instantly upon the delivery of the e-mail.

- (i) No Third Party Beneficiary - The provisions of this Agreement are for the benefit of the parties hereto only and no third Party may seek to enforce or benefit from these provisions; therefore, a person who is not a Party to this Agreement has no right to enforce any provision of this Agreement. No Subscriber shall be deemed to have any privity of contractor any kind of contractual or other relationship with RAJ GROUP by virtue of this Agreement or for reasons of RAJ GROUP delivering the Subscribed Channels to the Operator.
- (j) Relationship - Nothing contained herein shall be deemed to create any relationship of partnership, joint venture or agency, nor shall any similar relationship be deemed to exist by virtue of this Agreement between any of Operator and its Affiliates on the one hand, and any of RAJ GROUP or its Affiliates on the other. The Parties are entering into this binding contract as independent contractors on a Principal to Principal basis. Neither Party shall be or hold itself to be the agent of the other Party by virtue of this Agreement.
- (k) Severability - 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 and is held invalid, illegal or unenforceable in whole or in part, the other provisions of this Agreement shall continue to remain in full force and effect.
- (l) Survivability – Clauses 13 (License Fee), 14 (Payment Terms), 22 (Intellectual Property), 26 (Representations, Warranties and Undertaking of the Operator), 28 (Indemnity), 29 (Limitation of Liability), 30 (Governing Law and Jurisdiction), 31(d) (Confidentiality), shall survive the expiration or termination of this Agreement.
- (m) Waiver - No waiver by any Party, of any default with respect to any provision, term, condition or requirement herein shall be deemed to be a waiver of any other provision, condition or requirement hereof. It is clarified that a waiver by either Party of a breach of any provision of this Agreement in any one instance shall be in writing and shall not be deemed to be a continuing waiver or a waiver of any subsequent breach unless the written notice so provides.
- (n) Stamp Duty – Operator and RAJ GROUP agree to pay the stamp duty applicable on this Agreement in equal proportions.
- (o) Compliance with anti-bribery laws:  
It is the policy of RAJ GROUP to comply and require parties with whom it contracts to comply with the Indian Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-1 and 78dd-2, and all other applicable anti-bribery laws (collectively, "**Anti-Bribery Laws**"). Operator represents, warrants and covenants that: (i) Operator is aware of the Anti-Bribery Laws and will advise all persons and parties supervised by it of the requirements of the Anti-Bribery Laws; (ii) Operator has not and will not cause any party to be in violation of the Anti-Bribery Laws; and (iii) should Operator learn of, or have reasons to know of, any request for payment that is inconsistent with the Anti-Bribery Laws, Operator shall immediately notify RAJ GROUP. Operator will indemnify, defend and hold harmless RAJ GROUP and its representatives for any and all liability arising from any violation of the Anti-Bribery Laws caused or facilitated by Operator. In the event RAJ

GROUP deems that it has reasonable grounds to suspect Operator has violated the Anti-Bribery Laws, RAJ GROUP and its representatives shall have the right to review and audit, at RAJ GROUP's expense, any and all books and financial records of Operator at any time, and RAJ GROUP shall be entitled partially or totally to suspend its performance hereunder until such time it is proven to RAJ GROUP's satisfaction that Operator has not violated the Anti-Bribery Laws. In the event RAJ GROUP determines, in its sole discretion (whether through an audit or otherwise), that Operator has violated the Anti-Bribery Laws, either in connection with this Agreement or otherwise, RAJ GROUP may terminate this Agreement immediately upon written notice to Operator. Such suspension or termination of this Agreement shall not subject RAJ GROUP to any liability, whether in contract or tort or otherwise, to RAJ GROUP or any third party, and RAJ GROUP's rights to indemnification shall survive such suspension or termination of this Agreement.

This RIO 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 17<sup>th</sup> 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.

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

For Raj Television Network Ltd	For _____
Name:	Name:
Title:	Title:

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**ANNEXURE A**

**List of Documents**

- 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. Such other documents as may be required by RAJ GROUP.

For Raj Television Network Ltd

For \_\_\_\_\_

Name:

Name:

Title:

Title:

## **ANNEXURE B**

### **DEFINITIONS**

- (i) **“Applicable Laws”** means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (ii) **“Affiliated Cable Operator”** means any legal or natural person that provides Cable Services through a Digital Addressable Cable Television Network or otherwise controls or is responsible for the management and operation of a Digital Addressable Cable Television Network and fulfills the prescribed eligibility criteria and conditions and is an authorized link cable operator of the Operator. The Cable Operator, after downloading encrypted signals of channels from a HITS Operator’s HITS Distribution System / Platform, does the onward distribution of the channels to subscribers through a its Digital Addressable Cable Television network and is thus associated / affiliated with the HITS Operator.
- (iii) **“Bouquet” or “Bouquets”** means package(s) of channels, from amongst the Channels, offered by RAJ GROUP, as are listed in **Annexure D** of this Agreement.
- (iv) **“Conditional Access System” or “CAS”** means conditional access system installed, within India, at the Operator’s headend that enables the Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (v) **“Cable Services”** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (vi) **“Cable Television Network”** means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipments designed to provide Cable Service for reception by multiple subscribers.
- (vii) **Digital Addressable Cable Television Network”** means a Cable Television Network enabled with Digital Addressable System.
- (viii) **“Digital Addressable System”** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of a Cable Television Network can be sent in an encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the subscriber within limits of the authorization made, through the Conditional Access System, and the Subscriber Management System, on the explicit choice and request of such subscriber, by the Cable Operator to the subscriber.
- (ix) **“HITS Operator”** means an operator licensed by the MIB to provide HITS service to subscribers.
- (x) **“MIB”** means the Ministry of Information & Broadcasting in India.
- (xi) **“STB”** means the Operator provided and/or the Operator authorized QAM set top box (embedded with the Operator designated vendor designed CAS microchip) installed in the premises of the Subscriber as connected to the television of the Subscriber that allows the Subscriber to receive the Subscribed Channels in unencrypted and descrambled from through the Digital Addressable Cable Television Network of the Cable Operator affiliated with the Operator or through the Digital Addressable Cable Television Network of the Operator.
- (xii) **“Subscribed Channels”** means the channels from amongst the Channels and/or Bouquets subscribed/carried by the Operator, as are specifically identified by the Operator by assigning tick marks (✓) against such channels from amongst the Channels and/or Bouquets listed in **Annexure D** to this Agreement.

**ANNEXURE C**

**List of Channels/Services**

<b><u>Sr. No</u></b>	<b><u>Channel</u></b>	<b><u>Genre</u></b>
1.	RAJ TV	News and Current Affairs (Tamil)
2.	RAJ MUSIX	Non News and Current Affairs (Tamil)
3.	RAJ DIGITAL PLUS	News and Current Affairs (Tamil)
4.	RAJ NEWS	News and Current Affairs (Tamil)
5.	VISSA TV	News and Current Affairs (Telugu)
6.	RAJ MUSIX TELUGU	Non News and Current Affairs (Telugu)
7.	RAJ NEWS TELUGU	News and Current Affairs (Telugu)
8.	RAJ NEWS KANNADA	News and Current Affairs (Kannada)
9.	RAJ MUSIX KANNADA	Non News and Current Affairs (Kannada)
10.	RAJ NEWS MALAYALAM	News and Current Affairs (Malayalam)
11.	RAJ MUSIX MALAYALAM	Non News and Current Affairs (Malayalam)
12.	RAJ PARIWAR	News and Current Affairs (Hindi)

# Available at discounted rate for operators not providing HD service

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**ANNEXURE D****A-LA-CARTE RATES OF CHANNELS PER SUBSCRIBER  
PER TELEVISION SET PER MONTH**

TICK HERE (√)	SL.No	CHANNEL	A-LA-CARTE RATE (INR)
<b>Standard Definition Channels</b>			
	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	

<b>For Raj Television Network Ltd</b>	<b>For _____</b>
<b>Name :</b>	<b>Name :</b>
<b>Title :</b>	<b>Title :</b>



## ANNEXURE E

### TECHNICAL SPECIFICATIONS

#### **Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS)**

##### **(A) STB Requirements:**

1. All STBs should be QAM STB.
2. All the STBs should have embedded Conditional Access (CA).
3. The STB should be capable of decrypting the Conditional Access inserted by the Headend.
4. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
5. The STB should be individually addressable from the Headend.
6. The STB should be able to take the messaging from the Headend.
7. The messaging character length should be minimal 120 characters.
8. There should be provision for the global messaging, group messaging and the individual STB messaging.
9. The STB should have forced messaging capability.
10. The STB must be Bureau of Indian Standards (BIS) compliant.
11. There should be a system in place to secure content between decryption & decompression within the STB.
12. The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.
13. The STB should be compatible with covert Finger Printing.
14. The STB should carry RAJ GROUP's channels' Finger Printing without masking or tampering, with respect to time location, duration and frequency.

##### **HD Set-Top-Box Requirements:**

1. The HD Boxes shall be tamper resistant.
2. Security codes must be securely stored in the HD Box.
3. There should not be any testing points or interfaces in the HD Box provided to the Subscribers.
4. Security system in a HD Box or otherwise must have the capability to detect clone devices.
5. HD Box must enforce reasonable usage rules carried by the license.
6. The decryption and decoding processes must be integrated into a single process in the HD Box.
7. The video path from decryption to video outputs must be secured.
8. PVR content must be protected. Any set top box or HD Box utilizing built-in PVRs shall employ an encryption system for the storage of material that binds the material to that particular set top box or HD Box.
9. HD Box shall have the ability to add finger printing in the video outputs (preferred to track clone/compromised devices).
10. HD Boxes shall have:
  - (a) CGMS/A capability for analog outputs
  - (b) HDCP capability for DVI and/or HDMI outputs; and
  - (c) DTCP capability for 1394, USB, Ethernet and/or other applicable outputs if provided.

##### **(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. 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 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.
  11. If any piracy is reported by RAJ GROUP, the Operator shall deactivate the STB and Viewing Card in 10 to 20 minutes of such reporting.

**(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 provisioning 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 STB/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 equipment, 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.

- 15. The Operator shall provide a copy of its CAS & SMS certification from the Authorized vendor of such CAS & SMS service.
- 16. Upon request by RAJ GROUP, the Operator shall put its water mark logo on Subscribed Channels.
- 17. The Operator shall co-operate and co-ordinate with RAJ GROUP 's anti-piracy team to curb the piracy of Channels in its network or piracy of channels being done using the signals of the Operator. If required, the operators shall also accompany the RAJ GROUP Anti-piracy team to jointly investigate and take appropriate action to curb piracy.

For Raj Television Network Ltd	For _____
Name:	Name:
Title:	Title:

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## ANNEXURE F

### THE 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 HITS.

#### 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 HITS.

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 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 bona 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)'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 STB 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 30. 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).

For Raj Television Network Ltd	For _____
Name:	Name:
Title:	Title:

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**ACKNOWLEDGEMENT**

I, \_\_\_\_\_ s/o \_\_\_\_\_ proprietor/ partner/  
director/ authorized signatory of \_\_\_\_\_, do hereby declare and confirm  
that I have read and fully understood the contents of this Subscription Agreement bearing document number  
\_\_\_\_\_ and have voluntarily executed the same with MSM Discovery Pvt. Ltd, without  
any compulsion, coercion or duress. Further, I do hereby acknowledge the receipt of a copy of this Agreement, in terms  
of regulation 4A.4 of the Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment)  
Regulations, 2009.

For \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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