

REFERENCE INTERCONNECT OFFER (“OFFER”) FOR DIGITAL ADDRESSABLE CABLE SYSTEMS (“DACs”)

FROM MEDIA PRO ENTERPRISE INDIA PRIVATE LIMITED (“MEDIA PRO”) TO MULTI SYSTEM OPERATORS OF DIGITAL ADDRESSABLE CABLE SYSTEMS (“MSOs”)

Pursuant to clause 4(1) of The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations 2012 dated 30th April 2012 (“Regulations”)

The terms mentioned in this Reference Interconnect Offer (RIO) are broad technical and commercial terms and conditions including the terms and conditions mentioned in Schedule II to the Regulations applicable to MSOs of DACs retransmitting signals of the MEDIA PRO Channels to Subscribers in terms of the Regulations. On receipt of a request from the MSOs in terms of Clause 3(3) of the Regulations, MEDIA PRO and the concerned MSOs shall have to enter into a detailed Retransmission Agreement containing all the terms and conditions to enable the MSOs to avail the signals of the MEDIA PRO Channels for further re-transmission to the Subscribers from its Platform.

Every MSO as defined in the Regulations, while seeking interconnection with MEDIA PRO shall ensure that its Digital Addressable Systems (“DAS”) installed for the distribution of the TV channels meet the DAS requirements specified in Annexure III herein read with Schedule 1 to the Regulations as amended from time

Provided that in case MEDIA PRO finds that the DAS being used by the MSO for distribution of TV channels does not meet the requirements specified in Schedule I of the Regulations, it shall inform such MSO who shall get its DAS audited by M/s Broadcast Engineering Consultants India Ltd. Or any other authority as may be specified by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule I to the Regulations.

Defined Terms

In this RIO unless repugnant or contrary to the context hereof or otherwise defined herein, the following terms, when capitalised, shall have the meanings assigned when used herein:

“BIS” means the Bureau of Indian Standards established under the Bureau of Indian Standards Act 1986.

“Conditional Access” means control mechanisms, data structures and commands that scramble and encrypt signals in order to provide selective access and denial of specific channels, data, information or services to paying Subscribers.

“Fingerprinting” means exercises where code numbers are made overtly to appear on the screen of a Television and/or covertly in the signals of the Channels that enables identification of the Smart Card being used to access such signals.

“Receiver Box” or IRD means the MEDIA PRO approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the MSO.

“Set Top Box” means a device which is connected to or part of a television set and which allows a Subscriber to receive in descrambled form the Channels distributed by the MSO.

“Smart Card” means, in relation to a Subscriber, a card or other device issued by MSO to that Subscriber that, when enabled by a CA System and inserted in such Subscriber's Set Top Box, has the functionality of enabling such Subscriber's Set Top Box to receive the Channels distributed by the MSO.

“Service Providers” means each of the owners, operators or distributors of any of the MEDIA PRO Channels

“Territory” means the territorial boundaries as defined in Clause 2

“Viewing Card” means the MEDIA PRO approved viewing card to be used in conjunction with the Receiver Box in order for MSO to access and decode the Channels.

1.	Term	As mutually agreed between MEDIA PRO and the MSO, subject to a minimum of One (1) Year from the date of signing of the Agreement (“Term”), unless terminated earlier in accordance with the Agreement. The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the Parties.
2.	Territory	As may be agreed between the Parties.
3.	MEDIA PRO Channels	The MEDIA PRO Channels are set out in <u>Annexure 1 (“MEDIA PRO Channels”)</u> . MEDIA PRO reserves the right at any time during the Term to remove any channel from the list of MEDIA PRO Channels if it ceases to distribute such channel in the Territory and terminate the grant of the associated distribution rights to the MSO or to add any channel to the list of MEDIA PRO Channels and to grant the distribution rights to MSO in respect of the new channel. If any channels are removed from the list of MEDIA PRO Channels, the MSO shall not be required to pay License Fee for such removed channel from the date of removal of such MEDIA PRO Channel. In the event the MSO has subscribed for the removed channel on bouquet basis, the License Fee payable pursuant to clause 6 by the MSO shall be amended by reducing the Rate of the bouquet of which such removed channel is a part, by the percentage sum of the published a la carte rate for the removed channel divided by the total published a la carte rates for all of the MEDIA PRO Channels comprised in such bouquet. It is hereby clarified for the avoidance of doubt that if any Pay MEDIA

		PRO Channels is converted into a Free-to-Air channel, the License Fee payable pursuant to clause 6 shall be amended as above.
4.	Rights	<p>Rights Granted: MSO shall have the non-exclusive right to retransmit the MEDIA PRO Channels in an uninterrupted linear manner on 24x7x365(6) basis during the Term via the cable television network in the Territory on the digital “addressable systems” (as defined in the Regulations) owned and operated by the MSO (the “Platform”) for retransmission to Subscribers (as defined in clause 5 below).</p> <p>Excluded Rights: All other rights and means of retransmission not specifically and expressly granted to MSO are expressly excluded and reserved by MEDIA PRO, including, but not limited to, transmission via any “headend-in-the-sky” (“HITS”) platform to cable operators, Direct to home transmission (“DTH”), IPTV systems, Internet, and mobile. For the avoidance of doubt, this also excludes distribution of any non-linear content of the MEDIA PRO Channels through the Platform including, but not limited to time shifting/multiplexing[PPV/VOD/SVOD],(whether currently existing or that may come into existence in the future.</p> <p>Manner of retransmission: The MEDIA PRO Channels are to be continuously transmitted on the MSOs Platform simultaneously upon receipt of the signals from the respective Service Providers of the MEDIA PRO Channels without any interruption, editing, interference, recording or alteration. MSO shall not sub-license any of its rights hereunder to any other person. For the avoidance of doubt it is hereby clarified that the Operator shall not offer the MEDIA PRO Channels to its Subscribers for specific hours or programming or in any non-linear manner.</p>
5.	Subscribers	<p>Subscribers for the purposes grant of retransmission rights shall mean a person who receives the signals of a service provider at a place indicated by him to the service provider without further transmitting it to any other person and includes Ordinary and Commercial Subscribers as defined in clause 2(o) and 2(t) of the Regulations unless specifically excluded.</p> <p>Subscriber for the purposes of calculation of the Monthly License Fee means, for any calendar month, each Set Top Box, which is availing the Channel(s) of MEDIAPRO through the MSO.</p>
6.	License Fee	<p>For each month or part thereof during the Term, MSO shall pay to MEDIA PRO the Monthly License Fee (“License Fee”), which shall be the Rate multiplied by the Monthly Average Subscriber Level.</p> <p>The a-la-carte and bouquet “<u>Rate</u>” per Subscriber per month of the MEDIA PRO Channels is as set out in <u>Annexure 2</u> hereof.</p> <p>The Rate per Subscriber as set out in Annexure 2 hereof are</p>

exclusive of all taxes and levies.

The "Monthly Average Subscriber Level" is equal to the sum of the number of Subscribers on the first and last day of the month in question divided by 2.

For the purpose of calculation of the Monthly License Fee payable by the MSO to MEDIA PRO, "Subscriber" means for any calendar month, each Set Top Box ("STB"), which is availing the MEDIA PRO Channels through the MSO.

For the avoidance of doubt it is hereby clarified that in case of Multi Dwelling Unit ("MDU") connections of the MSO "Subscriber" for any calendar month shall mean each television set installed in premises of the Authorized Subscriber receiving signals of the MEDIA PRO Channels through the MSO.

Calculation of License Fee

- I. In case an MSO avails one or more Bouquet(s) ("Opted Bouquet(s)") of MEDIA PRO:
 - (a) If the MSO is providing the Opted Bouquet(s) as a whole to its Subscribers, the Monthly License Fee for such Opted Bouquet(s) shall be equal to the Bouquet Rate as set out in the Annexure 2 multiplied by the number of monthly average number of Subscribers availing the Bouquets.
 - (b) If the MSO does not offer such Opted Bouquet(s) as a whole to its Subscribers but offers only certain channels comprised in the Opted Bouquet, in a manner resulting in different subscriber base for different channels comprised in such Opted Bouquet, then the payment to MEDIA PRO for such entire Opted Bouquet by the MSO, shall be calculated on the basis of subscriber base for the channel which has the highest subscriber base amongst the channels comprised in the bouquet.
- II. In case an MSO subscribes for one or more of the MEDIA PRO Channels on a a-la-carte basis:
 - a) If the MSO is providing the channels on an a-la- carte basis to its Subscribers, the Monthly License Fee for such a-la -carte channels shall be equal to the a-la -carte rate as set out in the Annexure 2 multiplied by the number of monthly average number of Subscribers availing the channels on ala carte basis.
 - (b) if the MSO does not offer such opted ala carte channel(s) as ala carte to its Subscriber but offers the ala carte channel (s) in packages, then the payment to MEDIA PRO for each of the al-a -carte channels, shall be calculated on the basis of subscriber base of the package(s) in which such opted a-la -carte channel has

		<p>been placed.</p> <p>III. In case an MSO avails one or more channels on a-la- carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of MEDIA PRO:</p> <p>(a) For bouquet(s), the Monthly License Fee shall be calculated on the basis of sub clause I above.</p> <p>(b) For a-la- carte channels, the Monthly License Fee shall be calculated on the basis of sub clause II above.</p> <p>For the purposes of this RIO</p> <p>(i) A-la-carte" with reference to offering of a TV channel means offering the channel individually on a standalone basis.</p> <p>(ii) "Bouquet" or "bouquet of channels" means an assortment of distinct channels, offered together continuously as a group or as a bundle.</p> <p>(iii) "Pack/Package/scheme" – shall mean a retail bouquet offered by the Operator to its subscribers that comprises, contains, constitutes and is composed of more than one channels.</p> <p>Explanation: A "Pack/Package/scheme" may contain one or more Bouquets.</p> <p>Operator shall not use or distribute or otherwise deal with the MEDIA PRO Channel(s) other than as expressly authorized under this Agreement; more particularly it shall offer the Services/Channel(s) to it subscribers either on a-la-carte basis or as part of the packages.</p> <p>It is further clarified that if the Operator offers any of the MEDIA PRO Channels on a-la-carte basis to the Subscribers, the price/rate of such MEDIAPRO Channels shall be priced as per the Telecommunication (Broadcasting And Cable) Services (Fourth) (Addressable Systems) Tariff (Second Amendment) Order, 2013. The Operator shall not offer any of the MEDIAPRO Pay Channels free to any Subscriber</p>
7.	Payment Terms	<p>The Monthly License Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of Report of the MSO referred to in clause 9 below ("Due Date"), provided that MEDIA PRO has provided MSO an invoice for such payments.</p> <p>Within seven days of end of each month, the MSO shall provide the Report as stipulated in clause 9, based on which MEDIA PRO shall raise an invoice on the MSO. In case the MSO fails to send the Report within the said period of seven days, MEDIA PRO shall have the right to raise a provisional invoice and the MSO 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 MSO for the immediately preceding month. On receipt of the Report from the MSO, the parties would conduct reconciliation between the provisional invoice raised by MEDIA PRO</p>

		<p>and the Report sent by the MSO</p> <p>The Multi System 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 multi system operator shall constitute a material breach hereunder. Late Payments shall attract interest calculated from the date payment was due until the date payment is made in full at a prorate monthly rate of 1% above the prevailing MIBOR rate. The imposition and collection of interest on late payments does not constitute a waiver of the MSO's obligation to pay the License Fee by the Due Date and MEDIA PRO shall retain all of its other rights and remedies under the Agreement.</p>
8.	Taxes	<p>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 Operator's cost and will be charged at the prevailing rates by MEDIA PRO to Operator.</p> <p>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, MSO shall provide tax withholding certificates to MEDIA PRO within the time limit stipulated in the Income Tax Act 1961.</p> <p>Any stamp duty payable on this Agreement shall be equally shared between the Parties. MEDIA PRO shall pay the appropriate stamp duty in full and shall invoice MSO for its share of the stamp duty which MSO shall pay within fifteen (15) days of the date of the invoice.</p>
9.	Reports	<p>The MSO shall maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).</p> <p>The MSO shall provide to MEDIA PRO complete and accurate opening and closing subscriber monthly reports for the MEDIA PRO Channels and the tier and/or package containing the MEDIA PRO Channels within seven (7) days from the end of each month in the format provided by MEDIA PRO.</p> <p>Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each MEDIA PRO Channel and each package in which a MEDIA PRO Channel is included) and the License Fees payable to MEDIA PRO and shall be signed and attested by an officer of the MSO of a rank not less than Head of Department/Chief Financial Officer who shall certify that the information in the Report is true and correct.</p>
10.	Audit	<p>MEDIA PRO's representatives (including through an independent auditor) shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system,</p>

conditional access system, other related systems and records of Subscriber Management System of the MSO relating to the MEDIA PRO Channel(s) provided by MEDIA PRO for the purpose of verifying the amounts properly payable to MEDIA PRO under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement.

In the event an audit reveals that MSO has under-reported the number of Subscribers or the Monthly License Fee or has misrepresented any item or has failed to keep accurate and complete records:

1. MSO shall make immediate payment of all amounts due plus Late Payment Interest thereon. In the event the audit reveals that the License Fees due for any period exceeds the Monthly License Fee reported by the MSO by 2% or more, the MSO shall in addition also pay MEDIA PRO, the costs incurred in relation to the Audit and take necessary steps to avoid such errors in future; and
2. MEDIA PRO shall have the option in its sole discretion (in addition to MEDIA PRO's other rights and remedies under law or equity) to suspend delivery of the MEDIA PRO Channels pursuant to clause 15 and/or to terminate this agreement as per applicable law, in the event the MSO fails to make payment of all amounts due Late interest thereon and or fails to take steps to avoid recurrence of errors in reporting.

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

MSO will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum :

(i) maintaining a computerised 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 authorised agents for the sale to

		<p>Subscribers of programming packages;</p> <p>(v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and</p> <p>(vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.</p> <p>MSO shall give MEDIA PRO's representatives such assistance as they may reasonably require in order to carry out any audit</p>
11.	Packaging	<p>MSO undertakes to MEDIAPRO that it shall package MEDIAPRO Channels as per applicable law including but not limited to the Regulations;</p> <ul style="list-style-type: none"> • MSO undertakes to MEDIA PRO that <ul style="list-style-type: none"> • no MEDIA PRO Channel shall be disadvantaged or otherwise treated less favourably by MSO with respect to competing channels on a genre basis; and • included in any package or tier that contains any channel with pornographic content or any gambling channel. <p>Once any of the MEDIAPRO Channel has been included in a Pack/Package/Scheme, the Operator shall not change the composition of the subscription Package in which MEDIA PRO channel(s) has been placed, for a period of six months from the date of enrolment of the subscriber to such subscription package and all such changes in the composition of the subscription Package shall be fully compliant of the Standard of Quality of Service (Digital Addressable Cable TV System) Regulations, 2012.</p>
12.	Marketing	<p>MEDIA PRO grants to MSO the non-exclusive right during the Term to use the MEDIA PRO Marks solely in connection with Operator's marketing and promotion of the MEDIA PRO Channels as available on its Platform and in a manner that has been pre-approved by MEDIA PRO.</p> <p>MSO agrees to give:</p> <ol style="list-style-type: none"> 1. an equivalent amount of marketing support for all MEDIA PRO Channels as it provides to other channels of the same genre; 2. similar treatment to MEDIA PRO Channels in all advertising material whereby MEDIA PRO Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and equal opportunity to MEDIA PRO Channels for participation in events and promotions that MSO undertakes subject to commercial agreement for each event. 3. The Operator shall explicitly and in a non-discriminate manner

		<p>communicate to the subscribers of the Platform in all its publicity and promotional material, the manner in which the MEDIAPRO Channels are being offered to them.</p>
13.	Delivery and Security	<p>MEDIA PRO shall authorise MSO to deploy two (2) professional integrated receiver decoders (“<u>PIRDs</u>”) with SDI output together with the associated viewing cards (collectively, the “<u>Equipment</u>”) for each of the MEDIA PRO Channels. The Equipment cost shall be borne solely and exclusively by Operator.</p> <p>All MEDIA PRO Channels must be delivered by MSO to subscribers in a securely encrypted manner and without any alteration, editing, delays interruptions, picture squeezing, pull through or crawls, except as authorized by MEDIA PRO in advance in writing.</p> <p>It is expressly clarified that that the Operator shall offer all/any subscribed channels at all times as a linear television service only on 24 hours per day,7 day per week, 365(6) days a year basis. Further the subscribed MEDIAPRO Channels shall be offered on as-is- basis and shall not be offered on basis of any specific event, sporting event, programming, or specific screening or for specific hours.</p> <p>The uplink specifications, satellite capacity and infrastructure allocated by MSO in respect of the broadcast signal of the MEDIA PRO Channels by MSO to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its Platform.</p> <p>MSO shall ensure that the STBs, Conditional Access System (CAS) and Subscriber Management System (“SMS”) used by its subscribers comply with the Specifications set out in <u>Annexure 3</u>.</p>
14.	Anti-Piracy	<p>In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as “Piracy”), the MSO shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the “Security Systems”) as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by MEDIA PRO.</p> <p>To ensure the MSO’s ongoing compliance with the security requirements set out in the Agreement, MEDIA PRO may require technical audits (“Technical Audit(s)”) conducted by an independent security technology auditor (“Technical Auditor”), approved by MEDIA PRO in writing no more than twice per year during the Term, at MEDIA PRO’s cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the MSO or MEDIA PRO, then MEDIA PRO shall work with the MSO in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, MEDIA PRO may, in its sole discretion, suspend the Operator’s</p>

		<p>right to distribute the MEDIA PRO Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to MEDIA PRO's satisfaction.</p> <p>The MSO 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.</p> <p>The MSO 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 MSO at the time the Channels are made available. If MSO becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, MSO shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the MEDIA PRO Channels for any other purpose, notify MEDIA PRO and the MSO shall also switch off the concerned Set Top Box to prevent such unauthorized use.</p> <p>However the use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the MSO shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the MSO and the Subscriber.</p> <p>If so instructed by Information (as defined below) by MEDIA PRO, the MSO shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from MEDIA PRO. Any communication under this clause shall be considered as valid Information only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "information" may even be provided by MEDIA PRO representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by MEDIA PRO through e mail and the MSO shall be under obligation to act upon such information.</p> <p>MSO shall comply with the anti-piracy requirements ("<u>Anti-Piracy Requirements</u>") set out in Annexure 4 and such other anti-piracy requirements as are notified by MEDIA PRO to MSO in writing from time to time.</p>
15.	MEDIA PRO's Suspension Rights	<p>Subject to any applicable laws, MEDIA PRO shall have the right to suspend delivery of the MEDIA PRO Channels to MSO after giving notice in terms of the applicable Law, in the event of:</p> <ol style="list-style-type: none"> 1. a material breach related to License Fee if the same is not paid

		<p>by the MSO by the Due Date</p> <ol style="list-style-type: none"> 2. a material breach related to anti piracy, if such breach is not cured within the initial notice period of two (2) days; or 3. a material breach not related to anti piracy/non payment of Monthly License Fee, if such breach is not cured within the initial thirty (30) day notice period. <p>MSO shall pay the License Fees during such suspension period; provided however, that if it is later proven that such suspension was in bad faith or not in accordance with the terms of this Agreement then MEDIA PRO shall reimburse MSO any amount paid by MSO to MEDIA PRO during such suspension period.</p>
16.	Termination	<p>Either Party has a right to terminate this Agreement on immediate written notice, subject to applicable Law, to the other in the event of:</p> <ol style="list-style-type: none"> 1. material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so; 2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. the license or any other material license necessary for MSO to operate its Platform being revoked. <p>MEDIA PRO shall have the right to terminate this Agreement on written notice to MSO if (i) MSO breaches any of the Anti Piracy Requirements and fails to cure such breach within two (2) days of being required in writing to do so or (ii) MEDIA PRO discontinues the MEDIA PRO Channels with respect to all distributors in the Territory and provides MSO with at least ninety (90) days prior written notice.</p> <p>MSO shall have the right to terminate this Agreement on written notice to MEDIA PRO if MSO discontinues its business and provides at least ninety (90) days prior written notice.</p> <p>Termination of this Agreement shall be in whole and cannot be in part with respect to any particular MEDIA PRO Channel. Termination of this Agreement shall not affect any continuing obligations of each of the Parties, including any rights and obligations relating to indemnification and audit.</p>
17.	Force Majeure	<p>If because of a Force Majeure Event, either Party cannot perform its obligations for at least sixty (60) days, then either Party shall be entitled to terminate this Agreement on giving the other Party written notice as per applicable Law.</p> <p><u>“Force Majeure Event”</u> means an event or cause beyond the reasonable control of the Party claiming force majeure and not attributable to any default of that Party including but not limited to acts of government (including a suspension of either Party’s license to perform obligations hereunder except due to a fault of such Party), war, riots, strikes, lock-out, fire, terrorism, acts of God or other natural</p>

		<p>catastrophes, but excluding any failure by MSO to pay all or part of the License Fees for any reason.</p> <p>During any Force Majeure Event the obligations of each of the Party's shall be temporarily suspended for such time that the Force Majeure Event continues.</p>
18.	Regulatory Intervention	<p>In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final unappealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the license fees payable hereunder, such amendment to take effect from the date of such change. In the event that the Parties are unable to agree on an amendment within forty-five (45) days of the date of the request by the affected Party, then either Party may request TDSAT to resolve such dispute.</p>
19.	Indemnification & Limitation on Liability	<p>Each Party shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of any breach by the indemnifying Party of any provision herein. Neither Party shall be liable to the other for any indirect, special or consequential loss or damages arising under this Agreement, except that each Party is indemnified with respect to third party claims.</p>
20.	Jurisdiction	<p>This Agreement shall be exclusively governed by the laws of India. In case of any dispute between the Parties, the Parties shall try to resolve such dispute by negotiations between the respective senior management personnel of the Parties. The Parties acknowledge that TDSAT shall have exclusive jurisdiction in respect of any dispute between the Parties arising in connection with this Agreement (subject to any appellate relief that may be sought in any court of competent jurisdiction in Mumbai). In the event any claims fall outside the jurisdiction of TDSAT, they may be referred to any court of competent jurisdiction in Delhi.</p>

ANNEXURE 1

MEDIAPRO CHANNELS

Sr.	Channels
1	STAR Plus
2	STAR Gold
3	STAR Movies
4	STAR World
5	NGC
6	Fox Traveller
7	Channel V
8	Vijay TV
9	ABP News with effect from June 1, 2012 (erstwhile Star News)
10	Zee TV
11	Zee Cinema
12	Cartoon Network
13	Zee Marathi
14	Zee News
15	CNN
16	Zee Café
17	Zee Studio
18	Zee Trendz
19	Zee Punjab Haryana Himachal
20	Zee Bangla
21	Fox Crime
22	Nat Geo Wild
23	Life OK (Erstwhile STAR ONE) Effective from 18 th December, 2011
24	MGM
25	HBO
26	Pogo
27	Zee Business
28	WB
29	FX
30	Baby TV
31	Nat Geo Adventure
32	Nat Geo Music
33	Zee Salaam
34	Zee Uttar Pradesh Uttarakhand (erstwhile Zee News Uttar Pradesh) Effective from 11th June, 2013
35	Zee ETC Punjabi
36	Zee ETC
37	Zing
38	Zee Jagran
39	ABP Ananda (with effect from June 1, 2012 erstwhile Star Ananda)
40	Star Jalsha
41	Zee 24 Ghante
42	Zee Talkies
43	Zee 24 Taas

44	NDTV India
45	NDTV 24*7
46	NDTV Profit
47	NDTV Good Times
48	Star Parvah
49	ABP Majha (FTA to pay w.e.f. 01/05/2013)
50	Zee Khana Khazana
51	Zee Tamil
52	Zee Smile
53	Star Utsav
54	Zee Kannda
55	Suvarna
56	Zee Telugu
57	Zee 24 Ghentalu
58	Zee Classic
59	Zee Action
60	Zee Premier
61	9X
62	Asianet
63	Asianet Plus
64	Star Movies Action (Erstwhile Fox Action Movies) Effective from 12 th May, 2013
65	Movies OK
66	Zee Bangla Cinema
67	ZeeQ
68	Jalsha Movies
69	Asianet Movies
70	Zee Madhya Pradesh Chattisgarh (Erstwhile Zee 24 Ghante Madhya Pradesh) Effective from 30 th May, 2013
71	Suvarna Plus
72	Zee Rajasthan Plus
73	& Pictures
74	Zee Anmol

ANNEXURE 2

Rate applicable to Ordinary and Commercial Subscribers other than (a) Hotels with rating of three stars and above;(b) heritage hotels, as specified in the guidelines for classifications of hotels issued by the department of Tourism, (c) any other hotel, motel, inn and other Commercial Establishments providing boarding and lodging having fifty rooms or more (d) and for programmes telecast on the occasion of special events and viewed on payment basis by fifty persons or more at a place registered under the applicable law for such viewing

A-La-Carte Rates:

Sr.	Channels	Rate to Operator per Subscriber Per Month (INR) (Refer Notes)
1	STAR Plus	7.87
2	STAR Gold	7.42
3	STAR Movies	7.42
4	STAR World	2.05
5	NGC	2.58
6	Fox Traveller	1.98
7	Channel V	0.45
8	Vijay TV	1.80 (Rs. 5.30 for TN)
9	ABP News	FTA
10	Zee TV	5.83
11	Zee Cinema	5.83
12	Cartoon Network	5.62
13	Zee Marathi	3.60
14	Zee News	3.37
15	CNN	0.67
16	Zee Café	3.60
17	Zee Studio	3.15
18	Zee Trendz	0.45
19	Zee Punjab Haryana Himachal	0.67
20	Zee Bangla	3.64
21	Fox Crime	6.51
22	Nat Geo Wild	6.72
23	Life OK (Erstwhile STAR ONE) Effective from 18 th December, 2011	9.21
24	MGM	2.70
25	HBO	7.01
26	Pogo	5.62
27	Zee Business	2.16
28	WB	2.77
29	FX	6.51
30	Baby TV	5.57
31	Nat Geo Adventure	6.72
32	Nat Geo Music	3.11

33	Zee Salaam	6.30
34	Zee Uttar Pradesh Uttarakhand (erstwhile Zee News Uttar Pradesh) Effective from 11 th June, 2013	FTA
35	Zee ETC Punjabi	4.04
36	Zee ETC	1.35
37	Zing	2.25
38	Zee Jagran	0.90
39	ABP Ananda	2.52
40	Star Jalsha	5.04
41	Zee 24 Ghante	2.70
42	Zee Talkies	6.96
43	Zee 24 Taas	3.82
44	NDTV India	3.37
45	NDTV 24*7	3.82
46	NDTV Profit	2.70
47	NDTV Good Times	4.04
48	Star Parvah	5.04
49	ABP Majha (FTA to Pay w.e.f. 01/05/2013)	3.86
50	Zee Khana Khazana	12.60
51	Zee Tamil	FTA
52	Zee Smile	2.76
53	Star Utsav	FTA
54	Zee Kannada	3.35
55	Suvarna	5.04
56	Zee Telugu	4.67
57	Zee 24 Ghentalu	2.35
58	Zee Classic	4.49
59	Zee Action	4.49
60	Zee Premier	5.03
61	9X	8.61
62	Asianet	5.23
63	Asianet Plus	2.94
64	Star Movies Action (Erstwhile Fox Action Movies) Effective from 12 th May, 2013	6.30
65	Zee Bangla Cinema	6.80
66	Movies OK	7.14
67	ZeeQ	42.00
68	Jalsha Movies	FTA
69	Asianet Movies	FTA
70	Zee Madhya Pradesh Chattisgarh (Erstwhile Zee 24 Ghante Madhya Pradesh) Effective from 30 th May, 2013	3.82
71	Suvarna Plus	FTA
72	Zee Rajasthan Plus	4.62
73	& Pictures	7.56
74	Zee Anmol	FTA

Bouquet Rates:

MP 1	Rate to Operator per Subscriber per Month (Rs)
<ol style="list-style-type: none">1. Star Plus2. Star Gold3. NGC4. Fox Traveller5. Life OK6. ABP News7. Channel V8. Zee TV9. Zee Cinema10. Zee News11. Zee Classic12. Zing	34.19

MP 2	Rate to Operator per Subscriber per Month (Rs)
<ol style="list-style-type: none">1. Star Movies2. Star World3. Fox Crime4. NDTV India5. NDTV Profit6. NDTV 24*77. NDTV Good Times8. Zee Café9. Zee Studio10. Zee Business11. Cartoon Network12. Pogo13. HBO14. CNN15. Movies OK	43.20

MP 3	Rate to Operator per Subscriber per Month (Rs)
<ol style="list-style-type: none"> 1. Baby TV 2. FX 3. MGM 4. Nat Geo Wild 5. Nat Geo Adv 6. Nat Geo Music 7. Zee Salaam 8. Zee Jagran 9. 9X 10. Zee Trendz 11. Zee ETC 12. Zee Premier 13. Zee Action 14. WB 15. Star Movies Action (erstwhile "Fox Action Movies") 	45.02

MP 4	Rate to Operator per Subscriber per Month (Rs)
<ol style="list-style-type: none"> 1. Star Plus 2. Star Gold 3. NGC 4. Fox Traveller 5. Life OK 6. ABP News 7. Channel V 8. Zee TV 9. Zee Cinema 10. Zee News 11. Zee Classic 12. Zing 	47.13

13. Zee Marathi 14. Zee Talkies 15. 24 Taas 16. Star Pravah	
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MP 5	Rate to Operator per Subscriber per Month (Rs)
1. Star Plus 2. Star Gold 3. NGC 4. Fox Traveller 5. Life OK 6. ABP News 7. Channel V 8. Zee TV 9. Zee Cinema 10. Zee News 11. Zee Classic 12. Zing 13. Star Jalsha 14. Zee Bangla 15. 24 Ghante 16. ABP Ananda 17. Zee Bangla Cinema	49.15

MP 6	Rate to Operator per Subscriber per Month (Rs)
1. Star Plus 2. Star Gold 3. NGC 4. Fox Traveller 5. Life OK 6. ABP News 7. Channel V	39.93

8. Zee TV 9. Zee Cinema 10. Zee News 11. Zee Classic 12. Zing 13. Zee Punjab Haryana Himachal 14. Zee ETC Punjabi	
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MP 7	Rate to Operator per Subscriber per Month (Rs)
1. Star Plus 2. Star Gold 3. NGC 4. Fox Traveller 5. Star Movies 6. Star World 7. NDTV 24*7 8. NDTV Profit 9. Life OK 10. Vijay TV 11. Zee TV 12. Zee Cinema 13. Zee Classic 14. Zee Café 15. Zee Studio 16. Zee Tamil 17. Cartoon Network 18. Pogo 19. HBO 20. CNN	61.43

MP 8	Rate to Operator per Subscriber per Month (Rs)
<ol style="list-style-type: none"> 1. Star Plus 2. Star Gold 3. NGC 4. Fox Traveller 5. Star Movies 6. Star World 7. Life OK 8. NDTV 24*7 9. NDTV Profit 10. Zee TV 11. Zee Cinema 12. Zee Classic 13. Zee Café 14. Zee Studio 15. Zee Telugu 16. Zee 24 Ghentalu 17. Cartoon Network 18. Pogo 19. HBO 20. CNN 	62.58

MP 9	Rate to Operator per Subscriber per Month (Rs)
<ol style="list-style-type: none"> 1. Star Plus 2. Star Gold 3. NGC 4. Fox Traveller 5. Star Movies 6. Star World 7. Life OK 8. NDTV 24*7 9. NDTV Profit 	63.49

10. Suvarna 11. Zee TV 12. Zee Cinema 13. Zee Classic 14. Zee Café 15. Zee Studio 16. Zee Kannda 17. Cartoon Network 18. Pogo 19. HBO 20. CNN	
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MP 10	Rate to Operator per Subscriber per Month (Rs)
1. Star Plus 2. Star Gold 3. NGC 4. Fox Traveller 5. Star Movies 6. Star World 7. Life OK 8. NDTV 24*7 9. NDTV Profit 10. Asianet 11. Asianet Plus 12. Zee TV 13. Zee Cinema 14. Zee Classic 15. Zee Café 16. Zee Studio 17. Cartoon Network 18. Pogo 19. HBO 20. CNN	63.57

MP 11	Rate to Operator per Subscriber per Month (Rs)
1. STAR Plus 2. STAR Gold 3. STAR Movies 4. STAR World 5. NGC 6. Fox Traveller 7. Channel V 8. Vijay TV	21.04

MP 12	Rate to Operator per Subscriber per Month (Rs)
1. Zee TV 2. Zee Cinema 3. Cartoon Network 4. Zee Marathi 5. Zee News 6. CNN 7. Zee Café 8. Zee Studio 9. Zee Trendz 10. Zee Punjab Haryana Himachal 11. Zee Bangla	24.36

MP 13	Rate to Operator per Subscriber per Month (Rs)
1. HBO 2. Pogo 3. Zee Business	10.01

MP 14	Rate to Operator per Subscriber per Month (Rs)
1. Zee Classic 2. Zee Action 3. Zee Premier	9.35

MP 15	Rate to Operator per Subscriber per Month (Rs)
1. Zee Telugu 2. Zee Kannda 3. Zee ETC Punjabi 4. Zee ETC 5. Zing 6. Zee Smile 7. Zee Jagran 8. 24 Ghante	15.58

MP 16	Rate to Operator per Subscriber per Month (Rs)
1. Zee Talkies 2. 24 Taas	7.19

Note:

- i) The Rates filed, are without prejudice to our rights and contentions (including the rights and contentions of the Broadcasters with respect to Rate applicable to Add-On Packages) in Civil Appeal No's 2847 to 2854 of 2011 and D 8827/2011 pending adjudication before the Hon'ble Supreme Court or any other legal proceedings initiated by any other Broadcasters/entities inter alia in relation to the Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable Systems) Tariff Order 2010 dated July 21, 2010;
- ii) The Package and a-la-carte Rates are per "Subscriber" per month
- iii) The Rate is subject to increase as maybe specified/notified by the TRAI under the existing regulatory regime from time to time
- iv) The Rates mentioned are excluding taxes and levies imposed by local and/or the Central Government including but not limited to Service Tax.

RATE applicable to (a) Hotels with rating of three stars and above;(b) heritage hotels, as specified in the guidelines for classifications of hotels issued by the department of Tourism, (c) any other hotel, motel, inn and other Commercial Establishments providing boarding and lodging having fifty rooms or more (d) and for programmes telecast on the occasion of special events and viewed on payment basis by fifty persons or more at a place registered under the applicable law for such viewing

A-La-Carte Rates:

Sr. No.	Channels	* Rate per room per television set per month
1	STAR Plus	90.00
2	STAR Gold	50.00
3	STAR Movies	90.00
4	STAR World	50.00
5	NGC	65.00
6	Fox Traveller	30.00
7	Channel V	20.00
8	Vijay TV	10.00
9	ABP News	FTA
10	Zee TV	90.00
11	Zee Cinema	50.00
12	Cartoon Network	56.00
13	Zee Marathi	12.00
14	Zee News	16.50
15	Zee Café	40.00
16	Zee Studio	46.00
17	Zee Trendz	46.00
18	Zee Punjab Haryana Himachal	12.00
19	Zee Bangla	12.00
20	Fox Crime	38.75
21	Nat Geo Wild	40.00
22	Life OK (Erstwhile STAR ONE)	50.00
23	MGM	30.00
24	HBO	56.00
25	Pogo	46.00
26	Zee Business	20.00
27	WB	56.00
28	FX	38.75
29	Baby TV	33.20
30	Nat Geo Adventure	40.00
31	Nat Geo Music	18.50
32	Zee Salaam	26.00
33	Zee News UP	FTA
34	Zee ETC Punjabi	12.00

35	Zee ETC	10.00
36	Zing	10.00
37	Zee Jagran	5.00
38	ABP Ananda	15.00
39	Star Jalsha	27.00
40	Zee 24 Ghante	12.00
41	NDTV India	20.00
42	NDTV Profit	35.00
43	NDTV 24*7	47.00
44	NDTV Good Times	75.00
45	Zee Talkies	12.00
46	Zee 24 Taas	12.00
47	Star Pravah	25.00
48	ABP Majha	12.00
49	Zee Khana Khazana	100.00
50	Zee Tamil	FTA
51	Zee Smile	45.00
52	Star Utsav	FTA
53	Zee Kannada	12.00
54	Suvarna	30.00
55	Zee Telugu	12.00
56	Zee 24 Ghentalu	12.00
57	Zee Classic	20.00
58	Zee Action	12.00
59	Zee Premier	12.00
60	9X	45.00
61	Asianet	30.00
62	Asianet Plus	15.00
63	Movies OK	50.00
64	Star Movies Action (erstwhile Fox Action Movies)	50.00
65	Zee Bangla Cinema	35.00
66	ZeeQ	300.00
67	Jalsha Movies	FTA
68	Asianet Movies	FTA
69	Zee Madhya Pradesh Chattisgarh (Erstwhile Zee 24 Ghante Madhya Pradesh) Effective from 30 th May, 2013	12.00
70	Suvarna Plus	FTA
71	Zee Rajasthan Plus	30.00
72	& Pictures	50.00
73	Zee Anmol	FTA

Bouquet Rates:

MP 1	* Rate per room per television set per month
1 STAR Plus 2 STAR Movies 3 STAR Gold 4 STAR World 5 NGC 6 Fox Traveller 7 Channel V 8 Life OK 9 MGM 10 Nat Geo Music 11 Nat Geo Wild 12 FX 13 Fox Crime 14 NDTV Good Times 15 NDTV Profit 16 NDTV 24*7 17 NDTV India 18 Zee TV 19 Zee Trendz 20 Zee Business 21 Zee Cinema 22 HBO 23 Zee CAFÉ 24 Zee News 25 Zee Studio 26 Cartoon Network 27 POGO 28 WB 29 Zee ETC 30 Zing 31 Zee Action 32 Zee Classic Zee Khana 33 Khazana 34 Zee Premier	1133.33
Public Viewing Area(PVA) for Bouquet MP 1 (per month per television set)	16000.00

MP 2	* Rate per room per television set per month
1 Asianet 2 Asianet Plus	32.00
Public Viewing Area(PVA) for Bouquet MP 2 (per month per television set)	1500.00

MP 3	* Rate per room per television set per month
1 STAR Jalsha 2 ABP Ananda 3 Zee 24 Ghante 4 Zee Bangla 5 Zee Bangla Cinema	67.33
Public Viewing Area(PVA) for Bouquet MP 3 (per month per television set)	1500.00

MP 4	* Rate per room per television set per month
1 Zee Marathi 2 Zee 24 Taas 3 Zee Talkies	24.00
Public Viewing Area(PVA) for Bouquet MP 4 (per month per television set)	1500.00

MP 5	* Rate per room per television set per month
1 Zee ETC Punjabi Zee Punjab 2 Haryana Himachal	16.00
Public Viewing Area(PVA) for Bouquet MP 5 (per month per television set)	1500.00

MP 6	* Rate per room per television set per month
1 Zee Telugu 2 Zee 24 Ghantalu	16.00
Public Viewing Area(PVA) for Bouquet MP 6 (per month per television set)	1500.00

MP 7	* Rate per room per television set per month
1 Zee Kannada 2 Suvarna	28.00
Public Viewing Area(PVA) for Bouquet MP 7 (per month per television set)	1500.00

* All rates in INR as notified to Telecom regulatory Authority of India (“TRAI”) and exclusive of taxes and other levies, applicable.

* Rates applicable to all i) hotels with rating of three star and above ii) heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India) iii) any other hotel, motel, inn, and such other commercial establishment, providing board and lodging and having 50 or more rooms.

*Rates applicable in Non CAS areas, CAS areas, Direct- to- Home Operators, other Addressable Network other than DTH Operators and Cable Operators cable service in areas notified by the Central government under sub section (1) of Section 4A of the Cable television Networks (Regulation) Act, 1995 (7 of 1995).

* Rates mentioned are subject to variations by Media Pro enterprise India Private Limited.

ANNEXURE 3

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS),
Subscribers Management System (SMS) & HD Set-Top-Boxes (STB's)

(A) Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements:

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

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

(B) Fingerprinting Requirements:

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

8. The Overt finger printing and On screen display (OSD) messages of the respective broadcasters should be displayed by the MSO/LCO without any alteration with regard to the time, location, duration and frequency.

9. No common interface Customer Premises Equipment (CPE) to be used.

10. The STB should have a provision that OSD is never disabled.

(C) Set Top Box (STB) Requirements:

1. All the STBs should have embedded Conditional Access.

2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.

3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.

4. The STB should be individually addressable from the Headend.

5. The STB should be able to take the messaging from the Headend.

6. The messaging character length should be minimal 120 characters.

7. There should be provision for the global messaging, group messaging and the individual STB messaging.

8. The STB should have forced messaging capability.

9. The STB must be BIS compliant.

10. There should be a system in place to secure content between decryption & decompression within the STB.

11. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

(D) 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 is 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.

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ANNEXURE 4

MEDIA PRO'S ANTI-PIRACY REQUIREMENTS

Anti-piracy terms for a company providing services in India ("OPERATOR")

1. General
- 1.1 MSO shall take all necessary actions to prevent any unauthorised access to the Channels in the Territory.
2. Set Top Units, Smart Cards, Systems and Procedures
- 2.1 In order to ensure that each Set Top Unit is capable of being used for Fingerprinting, MSO shall ensure that the Set Top Unit supplied to Authorized Subscribers conforms to the BIS standards.
- 2.2 MSO represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of Set top boxes and Smart Cards so as to ensure that they are only sold within the Territory by MSO or by its authorised dealers and such sales are only made to bona fide Subscribers residing in the Territory and installations are made at a residential address. 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 Subscriber's details, and details of the location of every Set Top Unit and Smart Card including, without limitation, the particulars specified in paragraph 2.4;
 - 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorised prior to re-authorisation, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any Set Top Unit and Smart Card;
 - 2.2.3 investigating any multiple Smart Cards issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
 - 2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
 - 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 system and therefore re-location of a Set Top Unit, there is an independent physical verification of the new residential address; and
 - 2.2.7 deauthorising any Set Top Unit or Smart Card that is found outside of the Territory or in the possession of a person who is not a bona fide Subscriber.
- 2.3 MSO represents, warrants and undertakes that all of its Set top boxes and Smart Cards: (i) are sold and installed together as a pack only in the 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 Set Top Unit and that the Channels cannot be viewed if such Smart Card is removed and used with any other Set Top Unit.

- 2.4 MSO represents, warrants and undertakes that all installations of Set top boxes and Smart Cards are done directly by MSO 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 Set Top Unit and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit 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 Subscriber prior to activation of a Smart Card and Set Top Unit for such 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 Authorized Subscriber's unique subscriber reference or subscription agreement number;
 - 2.4.6 Service/Channels/Packages that have been selected;
 - 2.4.7 Name and unique reference number of the dealer who sold the Set Top Unit to such Authorized Subscriber;
 - 2.4.8 Name and unique reference number of the dealer who sold the subscription to such Authorized 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 Set Top Unit number.
- 2.5 MSO agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channels can be accessed from addresses which are:
- 2.5.1 not bona fide or do not match the addresses as supplied by the relevant 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 to Subscriber.
- 2.6 In order to ensure that the Smart Card is only activated for bone fide Subscribers, MSO further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its

paired Set Top Unit; and (b) that such Smart Card is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system.

2.7 MSO represents, warrants and undertakes that its subscriber management system: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every Set Top Unit and Smart Card to be recorded.

3. Fingerprinting

3.1 MSO shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by MEDIA PRO and as reasonably requested from time to time.

3.2 MSO shall ensure that all Set top boxes should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by MSO or by MEDIA PRO.

3.3 MSO shall ensure that it shall be able to operate the Fingerprinting across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that Smart Card and Set Top Unit and any amendment of those characters will be on a pre-determined, consistent basis.

3.4 MSO shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:

3.4.1 The Channels' Fingerprinting should pass through without masking or tampering with respect to time, location, duration and frequency;

3.4.2 Fingerprinting to be provided by MSO on the Channels, as per the scheme provided by MEDIA PRO; MEDIA PRO shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

4.1 MSO shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 MSO represents and warrants that: (a) both the Conditional Access and Subscriber billing systems shall be of a reputed organisation 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; (b) none of the current versions of the Conditional Access system have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the

- Fingerprinting technology; and (d) both its Conditional Access and Subscriber Management systems shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.
- 4.3 MSO agrees that it shall, at its sole cost, be responsible for ensuring the Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers to the Channels.
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 Set Top Unit is being located, supplied or sold outside the Territory,
- 5.1.2 Any of the Channels are being viewed via a Smart Card or Set Top Box by a third party that is not a Authorized Subscriber,
- 5.1.3 A Smart Card is being used for viewing the Channels anywhere other than the registered address of a Authorized Subscriber in the Territory, or
- 5.1.4 A Smart Card and/or Set Top Unit is being used by a cable MSO or other distributor to distribute any of the Channels,
- (each, a "Piracy Event").
- 5.1 If MEDIA PRO or MSO becomes aware of a Piracy Event then MSO shall take all necessary steps to prevent or to stop such unauthorised or illegal use of the Channels or signals thereof.
- 5.1.1 In the event MEDIA PRO decides to take legal or other action against any infringing party committing or causing any Piracy Event, MSO shall provide all reasonable assistance to MEDIA PRO to prevent or combat such Piracy Event.
- 5.1.2 If MSO wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of MEDIA PRO, where MEDIA PRO shall be one of the parties to such action, it shall notify MEDIA PRO in writing and seek MEDIA PRO's prior written consent. Where MEDIA PRO consents to MSO taking legal or other action on behalf of MEDIA PRO, MSO shall keep MEDIA PRO fully informed of the progress of such action. MSO shall not settle, attempt to settle or otherwise compromise the rights of MEDIA PRO or its affiliates without the prior written consent of MEDIA PRO.
- 5.3 MSO agrees to change or upgrade its Conditional Access and/or Subscriber Management systems in the event the Conditional Access is shown to be hacked.
- 5.4 MSO shall investigate and report to MEDIA PRO any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a Set Top Unit and/or Smart Card, or any illegal or unauthorised distribution or use of the Receiver Boxes, Set top boxes, Smart Cards or Viewing Cards or other equipment that enable access to the Channels.