

**REFERENCE INTERCONNECT OFFER ("RIO") FOR DIGITAL ADDRESSABLE CABLE  
SYSTEMS ("DAS")  
FROM ABP NEWS NETWORK PRIVATE LIMITED ("ANN")  
TO MULTI SYSTEM OPERATORS OF DIGITAL ADDRESSABLE CABLE SYSTEMS  
("MSOs")**

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 DAS retransmitting signals of the ANN Channels to Subscribers in terms of the Regulations. ANN and the concerned MSOs shall have to enter into a detailed Interconnection Agreement containing all the terms and conditions to enable the MSOs to avail the signals of the ANN Channels for further re-transmission to the Subscribers from its Platform.

Every MSO as defined in the Regulations, while seeking interconnection with ANN shall ensure that its Digital Addressable Systems ("DAS") installed for the distribution of the TV channels meet the DAS requirements read with Schedule I to the Regulations as amended from time to time, provided that in case ANN is not satisfied that the DAS being used by the MSO for distribution of TV channels meet the requirements specified in Schedule I of the Regulations, it shall in its discretion inform such MSO who shall get its DAS audited by M/s Broadcast Engineering Consultants India Ltd. or any other the authority as may be specified by the Telecom Regulatory Authority of India from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule I to the Regulations, to be able to get into an interconnection agreement with ANN.

1.	<b>Term</b>	<p>As mutually agreed between ANN and the MSO, subject to a minimum of One (1) Year from the date of signing of the Agreement ("<b>Term</b>"), unless terminated earlier in accordance with the Agreement.</p> <p>The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between</p>
----	-------------	---

		the Parties.
2.	<b>Territory</b>	As may be mutually agreed between the Parties.
3.	<b>ANN Channels</b>	<p>The ANN Channels are set out in Annexure 1 ("<b>ANN Channels</b>").</p> <p>ANN reserves the right at any time during the Term to remove any channel from the list of ANN 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 ANN Channels and to grant the distribution rights to MSO in respect of the new channel.</p> <p>If any channels are removed from the list of ANN Channels, the MSO shall not be required to pay License Fee for such removed channel from the date of removal of such ANN 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 ANN Channels comprised in such bouquet.</p> <p>It is hereby clarified for the avoidance of doubt that if any Pay ANN Channels is converted into a Free-to-Air channel, the License Fee payable pursuant to clause 6 shall be amended as above.</p>
4.	<b>Rights</b>	<p><b>Rights Granted:</b> MSO shall have the non-exclusive right to retransmit the ANN Channels 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 "<b>Platform</b>") for retransmission to Subscribers (as defined in clause 5 below).</p>

		<p><b>Rights Excluded:</b> All other rights and means of interconnection not specifically and expressly granted to MSO are expressly excluded and reserved by ANN, including, but not limited to, interconnection via any “<b>headend-in-the-sky</b>” (“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 ANN 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><b>Manner of Retransmission:</b> The ANN Channels are to be continuously transmitted on the MSOs Platform simultaneously upon receipt of the signals from the respective Service Providers of the ANN 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 ANN Channels to its Subscribers for specific hours or programming or in any non-linear manner.</p>
5.	<b>Subscribers</b>	<p>Subscribers for the purposes mentioned herein 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 ANN through the MSO.</p>
6.	<b>Licence Fee</b>	<p>For each month or part thereof during the Term, MSO shall pay to ANN the Monthly License Fee (“<b>License Fee</b>”), which shall be</p>

		<p>the Rate multiplied by the Monthly Average Subscriber Level. The a-la-carte and bouquet "Rate" per Subscriber per month of the ANN Channels is as set out in Annexure 2 hereof. The Rates per Subscriber as set out in Annexure 2 hereof are exclusive of all taxes and levies.</p> <p>The "<b>Monthly Average Subscriber Level</b>" is equal to the sum of the number of Subscribers on the first and last day of the month in question divided by 2.</p> <p>For the purpose of calculation of the Monthly License Fee payable by the MSO to ANN, "<b>Subscriber</b>" means for any calendar month, each Set Top Box ("<b>STB</b>"), which is availing the ANN Channels through the MSO.</p> <p><b>Calculation of License Fee:</b></p> <p><b>I. In case an MSO avails one or more Bouquet(s) ("Opted Bouquet(s)") of ANN:</b></p> <p>(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.</p> <p>(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 ANN 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.</p>
--	--	---

		<p><b>II. In case an MSO subscribes for one or more of the ANN Channels on a a-la-carte basis:</b></p> <p>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 a la carte basis.</p> <p>(b) if the MSO does not offer such opted a la carte channel(s) as a la carte to its Subscriber but offers the a la carte channel(s) in packages, then the payment to ANN for each of the a la carte channels, shall be calculated on the basis of subscriber base of the package(s) in which such opted a la carte channel have been placed.</p> <p><b>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 a la carte basis of ANN:</b></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>(a) A-la-carte" with reference to offering of a TV channel means offering the channel individually on a standalone basis.</p> <p>(b) "Bouquet" or "bouquet of channels" means an assortment of distinct channels, offered together continuously as a group or as a bundle.</p> <p>(c) "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 ANN Channel(s) other than as expressly authorized under this RIO; more particularly it shall offer the Services/Channel(s) to its 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 ANN Channels on a-la-carte basis to the Subscribers, the price/rate of such ANN 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 ANN Pay Channels free to any Subscriber.</p>
7.	<b>Payment Terms</b>	<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 ANN has provided the 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 ANN shall raise an invoice on the MSO. In case the MSO fails to send the Report within the said period of seven days, ANN 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</p>

		<p>invoice raised by ANN and the Report sent by the MSO.</p> <p>MSO 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 MSO 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 pro rata monthly rate of 1% above the MIBOR. 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 ANN shall retain all of its other rights and remedies under the Agreement.</p>
8.	<b>Taxes</b>	<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 ANN 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 ANN 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. ANN 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> <p>The MSO shall maintain at its own expense a subscriber management system ("SMS") which should be fully integrated</p>

		with the CAS (Conditional Access System).
9.	<b>Reports Audit</b>	<p>The MSO shall provide to ANN complete and accurate opening and closing subscriber monthly reports for the ANN Channels and the tier and/or package containing the ANN Channels within seven (7) days from the end of each month in the format provided by ANN.</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 ANN Channel and each package in which a ANN Channel is included) and the License Fees payable to ANN 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.	<b>Audit</b>	<p>ANN'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, conditional access system, other related systems and records of Subscriber Management System of the MSO relating to the ANN Channel(s) provided by ANN for the purpose of verifying the amounts properly payable to ANN under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement.</p> <p>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:</p>



		<p>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 ANN, the costs incurred in relation to the Audit and take necessary steps to avoid such errors in future; and</p> <p>2. ANN shall have the option in its sole discretion (in addition to ANN's other rights and remedies under law or equity) to suspend delivery of the ANN 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.</p> <p>The MSO shall remain the sole owner and holder of all customer databases compiled by the MSO under the Agreement.</p> <p>MSO will maintain at its own expense a subscriber management system ("<b>SMS</b>") capable of, at a minimum:</p> <ul style="list-style-type: none"><li>(i) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;</li><li>(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 on-going administration;</li><li>(iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of</li></ul>
--	--	--

		<p>subscription payments, credit control, sales enquiries and handling of complaints;</p> <p>(iv) administering payments of any commission fees from time to time payable to the Operator's authorised agents for the sale to 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 ANN' representatives such assistance as they may reasonably require in order to carry out any audit.</p>
11.	<b>Packaging</b>	<p>MSO undertakes to ANN that it shall package ANN Channels as per applicable law including but not limited to the Regulations; The MSO undertakes to ANN that:</p> <ul style="list-style-type: none"> <li>• no ANN Channel shall be disadvantaged or otherwise treated less favorably by MSO with respect to competing channels on a genre basis; and</li> <li>• included in any package or tier that contains any channel with pornographic content or any gambling channel.</li> </ul> <p>Once any of the ANN Channel has been included in a Pack/Package/Scheme, the Operator shall not change the composition of the subscription Package in which ANN 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.	<b>Marketing</b>	<p>ANN grants to MSO the non-exclusive right during the Term to</p>

		<p>use the ANN Marks solely in connection with Operator's marketing and promotion of the ANN Channels as available on its Platform and in a manner that has been pre-approved by ANN.</p> <p>MSO agrees to give:</p> <ol style="list-style-type: none"> <li>1. an equivalent amount of marketing support for all ANN Channels as it provides to other channels of the same genre;</li> <li>2. similar treatment to ANN Channels in all advertising material whereby ANN 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 ANN Channels for participation in events and promotions that MSO undertakes subject to commercial agreement for each event.</li> <li>3. The Operator shall explicitly and in a non-discriminate manner communicate to the subscribers of the Platform in all its publicity and promotional material, the manner in which the ANN Channels are being offered to them.</li> </ol>
13.	<b>Delivery &amp; Security</b>	<p>ANN shall authorize MSO to deploy two (2) professional integrated receiver decoders ("PIRDs") with SDI output together with the associated viewing cards (collectively, the "<b>Equipment</b>") for each of the ANN Channels. The Equipment cost shall be borne solely and exclusively by Operator.</p> <p>All ANN Channels must be delivered by multi system operator to subscribers in a securely encrypted manner and without any alteration, editing, delays interruptions, picture squeezing, pull through or crawls, except as authorized by ANN 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.</p>

		<p>Further the subscribed ANN 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 transmission specifications and infrastructure allocated by multi system operator in respect of the broadcast signal of the ANN's Channels by multi system operator to its subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system 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 Schedule I of the Guidelines.</p>
14.	<b>Anti-Piracy</b>	<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 ANN.</p> <p>To ensure the MSO's ongoing compliance with the security requirements set out in the Agreement, ANN may require technical audits ("Technical Audits") conducted by an independent security technology auditor approved by ANN in</p>

		<p>writing no more than twice per year during the Term, at ANN's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the MSO or ANN, then ANN 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, ANN may, in its sole discretion, suspend the Operator's right to distribute the ANN Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to ANN's satisfaction multi system 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 multi system operator to ANN'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 ANN Channels for any other purpose, notify ANN 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 ANN, 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 ANN. 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 ANN representatives through other means of communications such as telephonic message, fax etc. and the said "information" shall later be confirmed by ANN 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 ("Anti-Piracy Requirements") set out in Annexure 3 and such other anti-piracy requirements as are notified by ANN to MSO in writing from time to time.</p>
15.	<p><b>ANN's Suspension Rights</b></p>	<p>Subject to any applicable laws, ANN shall have the right to suspend delivery of the ANN Channels to MSO after giving notice in terms of the applicable Law, in the event of:</p> <ol style="list-style-type: none"> <li>1. a material breach related to License Fee if the same is not paid by the MSO by the Due Date;</li> <li>2. a material breach related to anti-piracy, if such breach is not</li> </ol>

		<p>cured within the initial notice period of two (2) days; or</p> <p>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> <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 ANN shall reimburse MSO any amount paid by MSO to ANN during such suspension period.</p>
16.	<b>Termination</b>	<p>Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:</p> <ol style="list-style-type: none"> <li>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;</li> <li>2. The bankruptcy, insolvency or appointment of receiver over the assets of the other Party;</li> <li>3. The digital addressable cable TV system licence or any other material licence necessary for multi system operator to operate its digital addressable cable TV system service being revoked at anytime other than due to the fault of multi system operator.</li> </ol> <p>ANN 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 ten (10) days of being required in writing to do so or (ii) ANN discontinues the ANN Channels with respect to all distributors in the Territory and provides MSO with at least ninety (90) days prior written notice. MSO shall have the right to terminate this Agreement on written notice to ANN if MSO discontinues its business and provides at</p>

		<p>least ninety (90) days prior written notice.</p> <p>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.	<b>Force Majeure</b>	<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>“Force Majeure Event” 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 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.	<b>Regulatory Intervention</b>	<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 un-appealable 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</p>



		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.
19.	<b>Indemnity &amp; Limitation of Liability</b>	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.
20.	<b>Jurisdiction</b>	The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of/in connection with or as a result of the Agreement. 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.

**ANNEXURE- 1**

**CHANNELS DISTRIBUTED BY ABP NEWS NETWORK PRIVATE LIMITED**

1.	ABP News	FTA Channel
2.	ABP Ananda	Pay Channel
3.	ABP Majha	Pay Channel
4.	ABP Asmita	FTA Channel

ANN WEBSITE COPY - REFERENCE ONLY

**ANNEXURE- 2**

**A-La-Carte Rates:**

Sr. No.	Channels	Rate per Subscriber per month (in INR) Please refer to notes below
1.	ABP News	FTA
2.	ABP Ananda	2.52
3.	ABP Majha	3.86
4.	ABP Asmita	FTA

**Bouquet Rates:**

**ANN-1**

Channel	*Rate to Operator per Subscriber Per Month (INR)
ABP News	4.25
ABP Asmita	
ABP Ananda	
ABP Majha	

**ANN -2**

Channel	*Rate to Operator per Subscriber Per Month (INR)
ABP News	2.52
ABP Asmita	
ABP Ananda	

**ANN-3**

Channel	*Rate to Operator per Subscriber Per Month (INR)
ABP News	3.86
ABP Asmita	
ABP Majha	

**Note:**

- the present RIO is without any prejudice to our rights and contentions , in any pending adjudication before the Hon'ble Supreme Court or any other competent legal forum initiated by any other Broadcasters or entities inter-alia in relation to the Telecommunication (Broadcasting and Cable ) Services (Fourth) (Addressable Systems) Tariff Order 2010 dated July 21, 2010 or any other regulations or notification;
- The Package and a-la-carte Rates are per "Subscriber" per month;
- The Rate is subject to increase as maybe specified/notified by the TRAI under the existing regulatory regime from time to time;
- The Rates mentioned are excluding taxes and levies imposed by local and/or the Central Government including but not limited to Service Tax.

ANN WEBSITE COPY - REFERENCE ONLY

**ANNEXURE 3**  
**ANN'S ANTI PIRACY REQUIREMENTS**  
**ANTI-PIRACY TERMS FOR A COMPANY PROVIDING SERVICES IN INDIA**  
**("OPERATOR")**

1. General

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 deauthorised 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 relocation 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:
- 2.3.1. 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
  - 2.3.2. 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 bona 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 allows:
- 2.7.1. viewing and printing historical data, in terms of total activation, deactivation and re-activation of all Subscribers and all other records required under paragraph 2.4; and
  - 2.7.2. 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 ANN 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 ANN.
  - 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 ANN; ANN 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 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; (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 bonafide 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 an Authorized Subscriber,
- 5.1.3. A Smart Card is being used for viewing the Channels anywhere other than the registered address of an 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").



- 5.2. If ANN or MSO becomes aware of a Piracy Event then MSO shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.
- 5.2.1. In the event ANN decides to take legal or other action against any infringing party committing or causing any Piracy Event, MSO shall provide all reasonable assistance to ANN to prevent or combat such Piracy Event.
- 5.2.2. 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 ANN, where ANN shall be one of the parties to such action, it shall notify ANN in writing and seek ANN's prior written consent. Where ANN consents to MSO taking legal or other action on behalf of ANN, MSO shall keep ANN fully informed of the progress of such action. MSO shall not settle, attempt to settle or otherwise compromise the rights of ANN or its affiliates without the prior written consent of ANN.
- 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 ANN 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 unauthorized distribution or use of the Receiver Boxes, Set top boxes, Smart Cards or Viewing Cards or other equipment that enable access to the Channels.