

**REFERENCE INTERCONNECT OFFER (“OFFER”) FOR DIRECT TO HOME (“DTH”)
SERVICES**

**FROM ABP NEWS NETWORK PRIVATE LIMITED (“ANN”) (Formerly known as Media Content
& Communications Services (I) Private Limited)
TO DTH OPERATORS (“OPERATOR”)**

The terms mentioned in this Reference Interconnect Offer (RIO) are broad terms indicative and applicable for the Operators extending services to Subscribers, on acceptance of which the parties shall have to enter into a detailed Distribution Agreement containing all the terms and conditions to enable the Operator to distribute the Channels of ANN from its DTH platform to the Subscribers.

1.	Term	<p>As mutually agreed between ANN and Operator subject to a minimum of One (1) Year (“Term”) unless terminated earlier in accordance with the Agreement.</p> <p>If the Parties wish to renew this Agreement on the expiry of the Term, both Parties shall enter into discussions at least sixty (60) days prior to the expiry of the Term with a view to entering into a new agreement on mutually agreed terms with effect from the expiry of this Agreement.</p>
2.	Territory	India Only.
3.	ANN Channels	<p>The ANN Channels are set out in Annexure 1 (“ANN Channels”).</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 Operator and replace any removed channel with a replacement channel or to add any channel to the list of ANN Channels and to grant the distribution rights to Operator in respect of the replacement or new channel. If any channels are removed, replaced or added to the list of ANN Channels, the License Fee payable pursuant to Clause 5 shall be amended accordingly by reducing or increasing the Rate, as the case may be, by the percentage sum of the published a la carte rate for the removed and/or replacement or new channel divided</p>

		<p>by the total published a la carte rates for all of the ANN Channels.</p> <p>It is hereby clarified for the avoidance of doubt that if any Free-to-air ANN Channel is converted as a pay channel or if any Pay ANN Channels is converted into a Free-to-Air channel, the License Fee payable pursuant to clause 6 shall be amended accordingly by reducing or increasing the Rate, as the case maybe, by the percentage sum of the published a-la-carte Rate for the concerned channel converted into Pay channel or Free-to-air channel as the case may be divided by the total published a-la-carte rates for all the ANN Channels.</p>
4.	Operator Rights	<p>Operator shall have the non-exclusive right to distribute the ANN Channels via KU Band direct – to – home satellite transmission in an uninterrupted linear manner on 24x7x365(6) basis in the Territory on the DTH subscription television platform owned and operated by the Operator (“Platform”) for viewing by Subscribers and to market the availability of the ANN Channels on its Platform.</p> <p>No time shift or multiplex rights are granted. Mobile, broadband, PC, Internet, IPTV, wireless and all other non-television equivalent rights are specifically excluded. The ANN Channels are to be continuously transmitted on Operator’s Platform simultaneously upon receipt of the signals from the respective Service Providers of the ANN Channels without any interruption, editing, interference or alteration. 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. Operator may not sublicense any of its rights hereunder to any other person.</p>
5.	Authorized Subscribers	<p>Subscribers for the purposes of grant of rights shall mean Ordinary and Commercial Subscribers as defined in The Telecommunication (Broadcasting and Cable) Services Tariff Order.</p>
6.	Licence Fee	<p>For each month or part thereof during the Term, Operator shall pay to ANN the Monthly License Fee (“License Fee”) which shall be the Rate multiplied by the Monthly Average Subscriber Level. The a-la-carte and</p>

bouquet "**Rate**" of the ANN Channels per Subscriber is set out in Annexure 2.

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 operator to ANN, "**Subscriber**" means for any calendar month, each Set Top Box ("**STB**"), which is availing the ANN Channels through the Operator.

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

Any Subscriber who buys the Channels as part of a package through one entry level package to receive another entry level package shall only be counted once.

Calculation of License Fee

I. In case an Operator avails the entire Bouquet ("Bouquet**") of ANN:**

(a) If the Operator is providing the Bouquet as a whole to its Subscribers, the Monthly License Fee for such Bouquet 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 as prescribed in clause 13.2A.13 of the Regulations.

(b) If the Operator does not offer such Bouquet as a whole to its Subscribers but offers only certain channels comprised in the Bouquet,

in a manner resulting in different subscriber base for different channels comprised in such Bouquet, then the payment to ANN for such entire Bouquet by the Operator, 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, as prescribed in clause 13.2A.13 of the Regulations.

II. In case an Operator subscribes for one or more of the ANN Channels on a a-la-carte basis:

(a) If the Operator is providing the channels on 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.

(b) if the Operator 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 has been placed.

III. In case an Operator avails one or more channels on a la carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on a la carte basis of ANN:

(a) For bouquet(s), the Monthly License Fee shall be calculated on the basis of sub clause I above.

(b) For a-la- carte channels, the Monthly License Fee shall be calculated on the basis of sub clause II above. For the purposes of this RIO:

(i) A-la-carte" with reference to offering of a TV channel means offering the channel individually on a standalone basis.

		<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 ANN Channel(s) other than as expressly authorized under this Agreement; 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 Channels shall be priced as per the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Systems Cable Television Systems) (Second Amendment) Regulations 2013. The Operator shall not offer any of the ANN 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 the end of the relevant month ("Due Date") on the basis of the report of the Operator, provided that ANN has provided Operator an invoice for such payments.</p> <p>Within seven days of end of each month, the Operator shall provide the Report as stipulated in clause 9 based on which ANN shall raise an invoice on the Operator. In case the Operator fails to send the report within the said period of seven days, ANN shall have the right to raise a provisional invoice and the Operator shall be under obligation to pay</p>

		<p>the License Fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the Operator for the immediately preceding month. On receipt of the report from the Operator, the parties would conduct reconciliation between the provisional invoice raised by ANN and the report sent by the Operator. Late payments shall attract interest calculated from the date payment was due until the date payment is made in full at a monthly rate of 1% above the prevailing MIBOR rate.</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 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, Operator shall provide the required certificates to ANN no later than thirty (30) days after the end of the month in which tax withholding/TDS is deducted by Operator.</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 Operator for its share of the stamp duty which Operator shall pay within fifteen (15) days of the date of the invoice.</p>
9.	Reports	<p>The Operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System). The Operator shall provide to 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</p>

		<p>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 Operator 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>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 Operator 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 Operator 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> <ol style="list-style-type: none"> 1. Operator agrees, in addition to making immediate payment of all amounts due plus interest thereon, to pay to ANN all costs and expenses reasonably incurred by ANN in relation to the audit and an amount representing ANN's losses due to such breach which shall include ANN's reasonable estimate of fees paid by persons receiving the ANN Channels via Operator's equipment which were not included in the relevant monthly report(s), costs to protect intellectual property rights of the respective Service Providers of the ANN Channels and lost revenues as a result of the breach; 2. ANN shall have the right to take printouts, photocopies and computer copies of Operator's records reasonably required by ANN to provide evidence of such breach; and

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

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

(i) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;

(ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;

(iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;

(iv) administering payments of any commission fees from time to time payable to the Operator's authorised agents for the sale to Subscribers of programming packages;

(v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and

(vi) enable new Subscribers via the SMS over-the-air addressing

		system and disable defaulting Subscribers from time to time in its discretion. Operator shall give ANN's representatives such assistance as they may reasonably require in order to carry out any audit.
11.	Packaging	<p>Operator undertakes to ANN that no ANN Channel shall be:</p> <ol style="list-style-type: none"> 1. disadvantaged or otherwise treated less favourably by Operator with respect to competing channels on a genre basis; and 2. included in any package or tier that contains any channel with pornographic content or any gambling channel. Operator shall give ANN at least three (3) months prior written notice of any changes to the packaging / tiering of the channels available on its Platform. All changes will be made in good faith without targeting the ANN Channels for discriminatory treatment vis-à-vis similar channels falling within the same genres. <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 Telecommunication (Broadcasting and Cable Services) Standard Of Quality of Services Regulations.</p>
12.	Marketing	<p>ANN grants to Operator the non-exclusive right during the Term to 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. Operator agrees to give:</p> <ol style="list-style-type: none"> 1. an equivalent amount of marketing support for all ANN Channels as it provides to other channels of the same genre; 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

		<p>taking into consideration context; and</p> <p>3. equal opportunity to ANN Channels for participation in events and promotions that Operator undertakes subject to commercial agreement for each event. 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.</p>
13.	EPG	<p>ANN and Operator shall agree the Logical Channel Numbers (“LCNs”) for each of the ANN Channels. Operator agrees not to disadvantage any of the ANN Channels or otherwise treat any of the ANN Channels less favourably with respect to competing channels on a genre basis in agreeing the LCNs.</p> <p>The LCNs for the ANN Channels shall not be changed over the Term.</p> <p>Operator shall give ANN at least three (3) months prior written notice of any changes to the LCNs for any other channels on its Platform. All changes will be made in good faith without targeting the ANN Channels for discriminatory treatment vis-à-vis similar channels falling within the same genres.</p> <p>Operator shall offer all contributory language feeds for a given channel to every Subscriber entitled to access that channel.</p>
14.	Delivery & Security	<p>ANN shall authorize Operator to deploy two (2) professional integrated receiver decoders (“PIRDs”) with SDI output together with the associated viewing cards (collectively, the “Equipment”) 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 Operator to subscribers in a securely encrypted manner and without any alteration, editing, delays interruptions, picture squeezing, pull through or crawls, except as</p>

		<p>authorized by ANN in advance in writing. 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 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. The uplink specifications, satellite capacity and infrastructure allocated by Operator in respect of the broadcast signal of the ANN Channels by Operator 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>Operator shall ensure that the STBs, Conditional Access System (“CAS”) and Subscriber Management System (“SMS”) used by its subscribers comply with the Specifications as issued by TRAI from time to time.</p>
15.	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 Operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the “Security Systems”) as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by ANN.</p> <p>To ensure the Operator’s ongoing compliance with the security requirements set out in the Agreement, ANN may require technical audits (“Technical Audit(s)”) conducted by an independent security technology auditor (“Technical Auditor”), approved by ANN in 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 Operator or ANN, then ANN shall work with</p>

		<p>the Operator 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.</p> <p>The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.</p> <p>The Operator shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Operator at the time the Channels are made available. If Operator 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, Operator 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 Operator 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 Operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber.</p> <p>If so instructed by Information (as defined below) by ANN, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten</p>
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		<p>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.</p> <p>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 Operator shall be under obligation to act upon such information.</p> <p>Operator 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 Operator in writing from time to time.</p>
16.	ANN’s Suspension Rights	<p>Subject to any applicable laws, ANN shall have the right to suspend delivery of the ANN Channels to Operator 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 by the Operator by the Due Date;2. a material breach related to anti-piracy, if such breach is not cured within the initial notice period of two (2) days; or3. 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>Operator 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</p>

		ANN shall reimburse Operator any amount paid by Operator to ANN during such suspension period.
17.	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 Operator to operate its Platform being revoked at any time other than due to the fault of Operator. <p>ANN shall have the right to terminate this Agreement on written notice to Operator if (i) Operator 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) ANN discontinues the ANN Channels with respect to all distributors in the Territory and provides Operator with at least ninety (90) days prior written notice.</p> <p>Operator shall have the right to terminate this Agreement on written notice to ANN if Operator discontinues its business and provides at least ninety (90) days prior written notice. Termination of this Agreement shall be in whole and cannot be in part with respect to any particular ANN 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>
18.	Force Majeure	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>“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 Operator 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>
19.	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>
20.	Indemnity & Limitation of 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</p>

		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.
21.	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.</p> <p>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>

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ANN CHANNELS

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

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ANNEXURE- 2
LICENCE FEE RATES

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 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.
- 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;

ANNEXURE- 3
ANN ANTI-PIRACY REQUIREMENTS

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

1. General

OPERATOR shall take all necessary actions to prevent any unauthorized 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, OPERATOR shall ensure that the Set Top Unit supplied to Subscribers conforms to the BIS standards.

2.2. OPERATOR represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of Set Top Units and Smart Cards so as to ensure that they are only sold within the Territory by OPERATOR or by its authorised dealers and such sales are only made to bonafide 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. OPERATOR represents, warrants and undertakes that all of its Set Top Units 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. OPERATOR represents, warrants and undertakes that all installations of Set Top Units and Smart Cards are done directly by OPERATOR or through its authorised dealers and only within the Territory, and that the installer for every installation physically checks and ensures before installation and activation of a 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 Residential Subscriber:
- 2.4.1. Name;
 - 2.4.2. Installation address;
 - 2.4.3. Billing address (if different);
 - 2.4.4. Telephone number of the installation address, where applicable;
 - 2.4.5. 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 Subscriber;

- 2.4.8. Name and unique reference number of the dealer who sold the subscription to such 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. OPERATOR 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, OPERATOR further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired Set Top 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. OPERATOR 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. OPERATOR 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. OPERATOR shall ensure that all Set Top Units should support both visible and covert types fingerprinting and should be compatible for running Fingerprinting whether operated by OPERATOR or by ANN.
- 3.3. OPERATOR shall ensure that it shall be able to operate the Fingerprinting across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. 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. OPERATOR 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 OPERATOR 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. OPERATOR shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2. OPERATOR 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. OPERATOR 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 Residential Subscriber,

5.1.3. A Smart Card is being used for viewing the Channels anywhere other than the registered address of a Residential Subscriber in the Territory, or

5.1.4. A Smart Card and/or Set Top Unit is being used by a cable operator or other distributor to distribute any of the Channels, (each, a "Piracy Event").

5.2. If ANN or OPERATOR becomes aware of a Piracy Event then OPERATOR 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, OPERATOR shall provide all reasonable assistance to ANN to prevent or combat such Piracy Event.
 - 5.2.2. If OPERATOR wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of 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.
 - 5.2.3. Where ANN consents to OPERATOR taking legal or other action on behalf of ANN, OPERATOR shall keep ANN fully informed of the progress of such action. OPERATOR 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. OPERATOR 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. OPERATOR 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 Units, Smart Cards or Viewing Cards or other equipment that enable access to the Channels.

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