

Reference Interconnect Offer – DTH

This Reference Interconnect Agreement along with its Schedules and Annexures is executed on this _____ day of _____ 2007 by and

Between:

M/s Ushodaya Enterprises Private Limited (Television Division), a company incorporated under the Companies Act, 1956, having its registered office at Eenadu Complex, Somajiguda, Hyderabad 500 082 and Corporate office at Ramoji Film City, Hayathnagar Mandal , Ranga Reddy District 501 512 represented by their Authorised Signatory (hereinafter referred to as “**Broadcaster**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

M/s. _____ (hereinafter referred to as the “**DTH Service Provider**” which expression shall unless repugnant to the context or meaning thereof be deemed to include the successors and permitted assigns) of the **OTHER PART**.

The Broadcaster and the DTH Service Provider are hereinafter individually and collectively referred to as “**Party**” and “**Parties**”, respectively.

WHEREAS:

WHEREAS, the broadcaster owns and operates 12 Satellite Television Channels known as ETV Telugu, ETV2 Telugu, ETV Bangla, ETV Marathi, ETV Kannada, ETV Urdu, ETV Gujarati, ETV Oriya, ETV MP, ETV UP, ETV Bihar, ETV Rajasthan, which are collectively known as ETV Network Channels.

WHEREAS the Broadcaster is engaged in the business of distribution of Television channel(s) and has the exclusive right to market and distribute Television Channels, in particular the Television channels specified in Annexure A including the territory of India.

WHEREAS the DTH Service Provider is engaged in the business of distribution of television channels through its DTH Platform under a valid license from Government of India in the area.

Contd..2/

WHEREAS the DTH Service Provider is desirous of distribution of television channels of the Broadcaster and has requested the Broadcaster for non-exclusive licence to distribute the channels of ETV Network and the Broadcaster has agreed for the same.

WHEREAS the parties have mutually agreed to execute this Agreement between them to govern the rights and obligations in regard to the subscription and distribution of Television channels, appropriately described in clause 1.1 of Article 1 of this Agreement read in conjunction with Annexure A, for the Term and in the Area specified herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the Parties agree as follows: -

ARTICLE 1: SCOPE OF SERVICE, AREA SERVED, TERM AND ENTIRE UNDERSTANDING

1.1 SCOPE OF SERVICES

The Parties mutually agree that this Agreement seeking to govern the terms and conditions of rights and obligations between them shall be in respect of the services indicated herein below and as specifically described in Annexure A to this Agreement for the area and for the term indicated in clause 1.2 and 1.3, respectively. Subscription to and distribution of the Television channels whether as an individual channel or as a part of a Bouquet and described in Annexure A to this Agreement on DTH platform, directly to the ordinary subscriber only.

For the purpose of ascertaining the scope of services at any point of time, the scope of services as indicated above shall be read with additions/ deletions, if any, done through separate addendum agreements/ updation forms executed from time to time and till the date of reckoning.

1.2 AREA (S) SERVED

The parties mutually agree that the services referred in clause 1.1 of this Agreement shall be within the territory of India.

1.3 TERM / TENURE

1.3.1 The Agreement shall come into effect from _____ ("Effective Date") and shall be valid for a period of 24 months or for such period as mutually agreed by the parties ("Term") unless otherwise terminated prior to the expiry of Term in accordance with the terms and conditions of the Agreement.

1.3.2 Within three months prior to expiry of this Agreement, both parties agree to take steps towards renewal of the Agreement for extended period if it is mutually intended to continue the term of the Agreement beyond the date of expiry. The parties shall inform the subscribers through appropriate means of the intention to carry out the negotiations and consequences to the subscribers if negotiations fail to succeed.

1.3.3 If the parties mutually decide to extend the term to continue the Services referred to in clause 1.1 above with or without modification, the Parties may enter into a fresh agreement, in writing on mutually agreed terms and conditions.

1.3.4 In case if the parties decide not to extend the term and such decision could not be made before the expiry of the term of this Agreement and the services have continued in the meanwhile even after the said expiry of the term specified in clause 1.3.1 of this Agreement, the term would be deemed to have been extended till the date of such decision and the DTH Service Provider shall be liable to pay the Broadcaster,

the subscription fee till the last date of such extended period, pro-rata, at the agreed rate.

1.4 ENTIRE UNDERSTANDING

1.4.1 The Agreement contains the entire understanding between the parties with respect to the subject matter covered, in the manner, it is expected to be understood by the parties and that there is total agreement between the parties as to the manner in which the other party has understood various clauses of this Agreement.

1.4.2 The Parties agree that in addition to the principal terms stated herein, the Schedules and Annexures if any attached hereto form an integral part of the Agreement and shall be deemed to be incorporated herein and failure to comply with any of the terms, conditions, and/or provisions mentioned in any of the Schedules and Annexures hereto, shall constitute breach of the Agreement.

1.5 DEFINITIONS

The words and expressions used in this Agreement shall have meanings as assigned to them in the Schedule to this Agreement unless repugnant to the definition given in Telecommunication (Broadcasting and Cable Services) Interconnection 2004, as amended from time to time.

ARTICLE 2: SUBSCRIPTION RIGHTS

2.1 Subject to due observance by the Parties of the terms and conditions of this Agreement and in consideration of the promise by the DTH Service Provider to make payment of the Subscription Amounts which are due and payable in terms of this Agreement to the Broadcaster, the Broadcaster hereby grants to the DTH Service Provider, for the duration of the Term of this Agreement, a non-exclusive right to avail the services indicated in clause 1.1 of Article 1 comprising the right to subscribe and to distribute the Subscribed Channels as described in Annexure A through DTH Platform, direct to the subscribers in the Area only. The DTH Service Provider shall have the right to distribute the viewing of the subscribed Television Channels only to ordinary subscribers in the Area and not to any other third party.

2.2 The subscription rights given to the DTH Service Provider under this Agreement are confined to subscribers having an addressable Set Top Box, in relation to whom the DTH Service Provider compulsorily maintains the complete detailed data and transaction records in its Subscriber Management System (SMS). This Agreement does not give the DTH Service Provider right to transmit by any other mode of transmission from its DTH Platform to its subscribers.

2.3 Without prejudice to the remaining provisions of this Agreement, the Broadcaster reserves the right:

2.3.1 to commence or continue to provide the Service direct to other DTH Service Provider/s and to appoint other DTH Service Provider/s in the Area for the purpose of distributing the Service, subject, however, to the observance of the provisions of applicable law in force.

2.3.2 to discontinue any Channels which form part of the services as Broadcaster shall deem fit subject to and in compliance with the rules, regulation and orders, if any in this regard.

2.4 In the event of an increase/ decrease in the number of the Subscribed Channels taken by the subscribers, it is obligatory on the part of the DTH Service Provider to include, delete, increase or decrease the same, as the case may be, in his SMS and intimate the same to the Broadcaster at the time of paying the Subscription Amount for the respective month according to the terms of this Agreement.

2.5 It is expressly agreed between the Parties that the DTH Service Provider's right to receive and distribute the Service shall be conditional upon the performance by the DTH Service Provider of all its obligations arising under this Agreement and mere possession of the Integrated Receiver Decoders (IRDs)/ Viewing Cards shall not entitle the DTH Service Provider to receive and/ or to distribute the Service.

2.6 The DTH Service Provider shall receive and de-code the Subscribed Channels only through IRDs recommended/approved by the Broadcaster.

2.7 The DTH Service Provider shall further ensure that the Services of Subscribed Channels for which a fee is payable as specified in Annex A shall only be activated through the Set Top Boxes which meets the specifications prescribed by BIS; otherwise the Broadcaster shall be entitled to de-activate the Service of the DTH Service Provider. For the purpose of compliance of this clause, the DTH Service Provider shall give a certificate to the Broadcaster that a mutually agreed procedure for verification is in place and that the same has been followed in respect of each subscriber.

2.8 The following conditions are a prerequisite for the execution of the present Agreement and shall subsist for continuing the same:

- The DTH Service Provider shall install SMS and activation/ deactivation are processed through such SMS. The SMS system should be as per the standard prescribed by BIS. The reports generated by SMS should be in a pre-defined read only format such as a suitable PDF format, which cannot be edited.
- The DTH Service Provider's operating system should be able to handle individual channels, packages, tiers, discounts, free offers, promotional offers;
- The SMS of DTH Service Provider must have the capability or recording activation/deactivation history with respect to each addressable device (IRD/VC) and each service for every activation and deactivation in the system for a minimum period of 2 years.
- The Services of the Broadcaster shall be provided to the subscribers only through SMS and no services shall be provided without recording, authorization, billing and accounting through the said system.
- The DTH Service Provider shall be liable to provide to the Broadcaster, as and when demanded by the Broadcaster, from time to time a list of subscribers pertaining to any location along with the names and addresses of the subscribers within the Area to which it is providing the Channel services including each dwelling for purposes of verification.

ARTICLE 3: COMMERCIAL TERMS AND CONDITIONS OF AGREEMENT

3.1 SUBSCRIPTION AMOUNTS.

3.1.1 Subject to the provisions set forth herein in this Agreement, and in consideration of the rights granted by the Broadcaster under this Agreement in terms of clause 2.1 of Article 2, the DTH Service Provider agrees to pay to the Broadcaster the Subscription Amounts per subscriber per month as specified in Annexure A for the services indicated in clause 1.1 of Article 1 of this Agreement and within the time limits as indicated in this Agreement.

3.1.2 The Broadcaster shall have the right to vary the Subscription Fees after giving notice of not less than one month to the DTH Service Provider and in compliance with the applicable law in force. The Total Subscription Amounts payable by the DTH Service Provider to the Broadcaster shall also vary accordingly.

3.1.3 The total Subscription Amount along with any other payments statutorily required to be made by the DTH Service Provider to the Broadcaster for each month shall be payable within 21 days from the close of the relevant month .

3.1.4 In the event of default in payment of the Subscription Amount, simple interest at the rate of 15 % per annum shall be paid by the DTH Service Provider on the arrears of such Subscription Amounts which may remain unpaid at the end of the 21 days.

3.1.5 The entire advertising revenue for the Subscribed Channels shall pertain to the Broadcaster.

3.1.6 The Broadcaster shall not be liable to pay the DTH Service Provider for any expenses incurred for programme guide etc.

3.2 CHARGES FOR EQUIPMENT INCLUDING INTEGRATED RECEIVER DECODER (IRD)/ VIEWING CARD (VC)

IRD: The Broadcaster shall cause to supply the IRD, on payment of the charges directly to the supplier nominated by the Broadcaster:

Viewing Card Processing Fees: Immediately upon execution of the Agreement the DTH Service Provider shall pay such sums towards the processing fees as per Annexure A ("**Processing Fees**")

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 DTH SERVICE PROVIDER'S RIGHTS

The DTH Service Provider shall have the right to subscribe and distribute the Subscribed Channels conferred through this Agreement and shall be conditional to the DTH Service Provider's performance of all its obligations and on the basis of the representations, warranties and declarations made by the DTH Service Provider to the Broadcaster.

4.2 The Broadcaster shall give to the DTH Service Provider access to the Subscribed Channels, subject to the DTH Service Provider meeting the following mandatory eligibility conditions: -

4.2.1 The DTH Service Provider provides an undertaking that it has all necessary licenses and permits required under the Applicable Law(s) for distributing the Subscribed Channels;

4.2.2 The DTH Service Provider provides an undertaking that it has internal guidelines in place to comply with non-discriminatory access provisions specified by The Telecom Regulatory Authority of India (TRAI) in its Telecommunication (Broadcasting & Cable Services) Interconnection Regulation, 2004 amended from time to time, and other relevant regulations and guidelines introduced by TRAI/ Government, from time to time;

4.2.3 The Equipment and SMS used by the DTH Service Provider shall comply with the following requirements at all times during the subsistence of this Agreement: -

(i) The systems are capable of monitoring and printing historical data relating to subscriber activation, deactivation and reactivation, as the case may be;

(ii) any activation or de-activation is processed through SMS;

(iii) The SMS enables the location of each Set Top Box and Viewing Card to be recorded;

(iv) The SMS is from a reputed, well-known organization, which is currently being used by other Pay Television Services and has a demonstrated track record of fulfilling the technical requirements under this Agreement.

(v) Covert and visible fingerprinting to be supported by all Set Top Boxes which should be compatible for running fingerprinting whether operated by the DTH Service Provider or by the Broadcaster.

4.3 BROADCASTER'S RIGHTS

4.3.1 In consideration of the grant of rights in terms of clause 1.1 of Article 1 of this Agreement the DTH Service Provider shall pay to the Broadcaster, the following on the due dates with or without any deduction or set-off:

a) All Subscription Amounts and or all revisions or modifications thereof, due and payable to the Broadcaster shall be paid within the time period and in the manner and mode as may be agreed to between the parties and specified in Annexure A on the basis of specific invoices raised , whether or not the subscriber/ sub operator has been Invoiced or whether or not the payment is received by the DTH Service Provider from his subscriber and irrespective of any discounts or other concessions given by DTH Service Provider to its subscribers.

b) Any other sum payable by the DTH Service Provider to the Broadcaster under the terms of this Agreement.

c) Any other payments statutorily required to be made by the DTH Service Providers to the Broadcaster.

4.3.2 In case the payment is not received by the due dates, a simple interest at the rate of 15% per annum from the date of default will be charged from the DTH Service Provider without prejudice to any other rights of the Broadcaster. For this purpose the due date shall be the twenty first day of the calendar month following the month in which the Services were subscribed.

4.3.3 The DTH Service Provider shall be responsible for payment of all taxes, levies, charges imposed by or under a statute, law, regulations, relating to the Services and payable by the DTH Service Provider as also for collection of such amounts attributable to such taxes, levies, charges imposed by or under a statute, law, regulations, relating to the Services and payable by the Broadcaster and for remitting the same promptly to the Broadcaster with in the respective due dates.

4.3.4 If the Subscription Amount, or any other amounts payable to the Broadcaster as specified in this Agreement is not paid by the DTH Service Provider on due date, the Broadcaster may take all or any of the following actions without prejudice to any other rights but subject to the applicable rules/regulations, if any, issued by the Competent Authority including issuance of prescribed notice stipulated by the Interconnection Regulations.

4.3.4.1 De-authorize the reception of Broadcaster's services by DTH Service Provider or his subscribers subject to the compliance of the applicable rules / regulations of the Competent Authority.

4.3.4.2 Terminate this Agreement, by giving Notice required under this Agreement and subject to compliance of the Applicable Laws in force.

4.3.4.3 Immediately take back possession of the Viewing Card;

4.3.4.4 Charge a simple interest at the rate of 15% from the date such amounts became due until they are fully paid;

4.3.4.5 Intimate all the subscribers of such non-receipt of subscription amounts or other charges and consequences thereof on the subscribers.

4.3.5 The DTH Service Provider shall not make his subscribers take other channels or services or fulfill any other commercial consideration as a precondition to receiving the Broadcaster's channels or services.

4.3.6 In the event the DTH Service Provider is required under the Income Tax Act, 1961 to withhold or deduct tax or other duties or levies that are required by law to be made from a payment due under the Agreement (including without limitation, the Subscription Amounts), all of the following conditions shall apply:

- a) The DTH Service Provider shall, promptly upon becoming aware that it is required to make any withholding or deduction (or that there is any change in the rate or the basis of a withholding or deduction), notify Broadcaster accordingly;
- b) The DTH Service Provider shall deliver to Broadcaster, receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any such withholding or deduction and the DTH Service Provider shall co-operate in completing any requirements necessary to obtain authorization to make that payment without any withholding or deduction.

4.3.7 The Subscription Amounts payable by the DTH Service Provider to the Broadcaster shall be exclusive of all government taxes, levies, cess, including service tax, education cess, etc., save and except the withholding as provided under the Income Tax Act, 1961. The Subscription Amounts shall accordingly be increased to the extent of such government taxes, levies, cess, etc.

4.4 DTH SERVICE PROVIDER OBLIGATION ON RECEPTION AND DISTRIBUTION OF SERVICE

4.4.1 The DTH Service Provider shall at its own cost and expense cause the Subscribed Channels as specified in Annexure A to be received only from the designated satellite(s) as notified by Broadcaster from time to time, and shall distribute the Subscribed Channels to subscribers on DTH Platform, using the same original audio and visual signals and sound tracks (including any stereo tracks) as provided by the Broadcaster to the DTH Service Provider, in accordance with the restrictions, terms and conditions set forth herein and in an encrypted/ scrambled form using encryption that are capable of Fingerprinting.

4.4.2 The DTH Service Provider shall be responsible, at its sole cost and expense, for obtaining all licenses and permits necessary to carry on its business as contemplated herein;

4.4.3 The DTH Service Provider shall use its best endeavor within all its means and control to maintain a high quality of signal transmission for the Subscribed Channels. The DTH Service Provider further agrees and undertakes that it shall cause continuous distribution of the Subscribed Channels to all its subscribers during its telecast without blacking it out or interfering with it in any manner whatsoever, subject however to such continuous and high quality of service being provided by Broadcaster;

4.4.4 The DTH Service Provider shall comply with all laws and regulations affecting its marketing, sale and distribution of the Subscribed Channels in the Area in connection with its performance under the Agreement including, without limitation, (i) obtaining and maintaining all relevant approvals, consents and registrations and (ii) paying all charges, levies and duties imposed on or charged to it under any law or regulation or by any Government Authority;

4.4.5 Without prejudice to the above general obligations the DTH Service Provider subject to the terms of this Agreement shall take the following steps as set out herein under:

- a) The DTH Service Provider shall on receiving the encrypted signals shall decode the same using an IRD supplied or caused to be supplied by the Broadcaster and Viewing Card supplied by the Broadcaster only.

b) After receiving the Signals and decoding the same, the DTH Service Provider shall re-encrypt the signals on his DTH platform and re-transmit them to his subscribers who have installed Set Top Boxes and whose names and complete details are properly entered in the SMS, as per their choice/ request for individual channels on an a-lacarte basis or number of channels of the different bouquets on offer as opted by the subscriber. The above said receiving of signals and de-encoding shall be done only at the DTH Service Provider address as mentioned in the DTH Service Provider Registration details to this Agreement or as approved by the Broadcaster by an appropriate addendum to the same,

c) The DTH Service Provider shall maintain complete records of its subscribers, their viewership details, like addresses, services taken, periods for which they were taken,

d) The DTH Service Provider will not distribute the services to subscribers out of the area without the prior written permission of the Broadcaster,

e) The DTH Service Provider shall be responsible for making all payments under this Agreement notwithstanding any default by his subscribers,

f) The DTH Service Provider is obliged and shall endeavor in the task of protection of Broadcaster's intellectual property rights, preventing piracy of the Broadcaster's services, disclosing correctly all the information as required by the Broadcaster, only to persons in the DTH Service Provider's SMS database and operating within the limits of the subscription rights as conferred in terms of this Agreement. The DTH Service Provider shall endeavor in the task of ensuring that the subscribers shall not further distribute the Broadcaster's services to others whether or not for commercial consideration. It is understood that these obligations would comprise of taking all necessary steps to curb piracy/re-distribution by the DTH Service Provider.

4.4.6 The DTH Service Provider shall take all necessary actions to prevent any unauthorized access to the Subscribed Channels in the Area and shall obtain and provide to Broadcaster regularly updated piracy reports at least once every fortnight. The DTH Service Provider shall take appropriate remedial actions to curb piracy in the Area.

4.4.7 The DTH Service Provider undertakes that it shall not either itself, or through others acting on its instructions, copy, store or otherwise reproduces any part of the Subscribed Channels. The DTH Service Provider further undertakes that it shall not copy or store programmes for resale or deal in any copied programmes and shall immediately notify the Broadcaster of any unauthorised copying, storage or use of any part of the Subscribed Channels and shall fully cooperate with all requests by Broadcaster to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this does not apply to subscribers having STBs in their houses which have the capacity to record and playback programmes.

4.5 DTH SERVICE PROVIDER OBLIGATIONS ON SUBSCRIBER REPORTS

4.5.1 The DTH Service Provider shall prepare and provide to the Broadcaster complete and accurate monthly reports ("Subscriber Report") for the Subscribed Channels within 15 days after the end of each month detailing:

- i) Total number of subscribers, including their names and addresses and the Subscribed Channels on the first day and the last day of the month subscribed to;
- ii) Maximum Retail prices charged for the tiers that include Subscribed Channels;
- iii) Details of tiers that include Subscribed Channels offered to the subscribers (details such as channels in each tier and number of the subscribers subscribing to each tier);
- iv) Such other information as Broadcaster may require for determining the Subscription Amounts. Upon Broadcaster's written request, the DTH Service

Provider shall provide number of subscribers by category, tier, location, that Broadcaster may require with prior intimation and sufficient Notice to the DTH Service Provider

4.5.2 Each Subscriber Report shall be signed and attested by an officer of the DTH Service Provider of a rank not less than Head of Department/Chief Financial Officer responsible for the DTH Service Provider's SMS, who shall certify that all information in such Subscriber Report is true and correct. The DTH Service Provider acknowledges that any requests for further information from time to time by the Broadcaster would not be unreasonably withheld. This obligation shall survive termination of the Agreement until Broadcaster receives the Subscriber Reports for each relevant month and all outstanding monies have been paid.

4.6 OBLIGATIONS REGARDING EPG (ELECTRONIC PROGRAMME GUIDE)

The DTH Service Provider shall create an electronic programming guide (EPG) which shall contain the details of programming schedules of each of the channels and for that purpose the Broadcaster shall provide to the DTH Service Provider the required information in a format that is requested by the DTH Service Provider.

4.7 MARKETING OBLIGATIONS

4.7.1 In all its marketing efforts including but not limited to on-air and off-air promotion, the DTH Service Provider would provide the Subscribed Channels:

- i) An equivalent amount of marketing support as it provides to channels of the same genre;
- ii) Equal treatment in all its material whereby Channel logos or names appear with the same size and prominence and page as other channels;
- iii) Equal opportunity to participate in events/ promotions the DTH Service Provider undertakes.

4.7.2 The DTH Service Provider shall not use the Channel Marks or the Broadcaster's trade names or trademarks in any manner that is not expressly provided in the Agreement, unless it has obtained the prior written agreement of Broadcaster. For the removal of doubts, the DTH Service Provider shall not use the Broadcaster's trade names or trademarks in a manner that will adversely affect the goodwill and reputation of Broadcaster and its products and services.

4.7.3 The DTH Service Provider acknowledges that Broadcaster shall have the sole discretion to approve the use of Channel Marks by the DTH Service Provider, including with respect to the programmes included in the Subscribed Channels. The DTH Service Provider further agrees that that by reason of the Agreement, it shall not acquire any proprietary or other rights or interest in the Channel Marks.

4.8 OBLIGATIONS OF INTELLECTUAL PROPERTY RIGHTS AND RIGHTS PROTECTION

4.8.1 The DTH Service Provider shall use its best efforts to promote an awareness of the Subscribed Channels among its subscribers and potential subscribers.

4.8.2 It is expressly agreed and understood that the DTH Service Provider shall not acquire any intellectual property rights, ownership or other rights, including but not limited to rights relating to any trade marks, service marks or copyrights (whether registered or unregistered), with respect to the Subscribed Channels or Additional Channels except as expressly set forth in the Agreement, nor shall the DTH Service Provider grant to others, the right to use the Subscribed Channels or any other rights in and to the Subscribed Channels except as specifically set forth in the Agreement.

4.8.3 The DTH Service Provider shall not acquire and agrees not to take advantage of any legal possibility to acquire any proprietary or other rights in the trade names and marks to which the Broadcaster or its principals (the owners or the channel providers

of the Subscribed Channels) assert proprietary or other rights ("**Channel Marks**") and further agrees not to use the Channel Marks in any corporate or trade name.

4.8.4 The DTH Service Provider agrees that upon discovering or coming to Notice of any actual or impending infringement or unauthorised use by or through the subscribers of the Channel Marks or any other intellectual property rights or ownership rights relating to the Subscribed Channels, the DTH Service Provider shall immediately report to Broadcaster with full details.

4.9 SUBSCRIBER RECORDS, ACCESS & AUDIT RIGHTS

4.9.1 The DTH Service Provider shall keep accurate, complete and up to date records of every subscriber's details, details of the location of every Set Top Box, Viewing Card, records and accounts of billings including historical billing data, type of subscribers, sublicenses and all relevant matters ("Subscriber Records"). The DTH Service Provider shall ensure that its SMS and billing software allows for monitoring and printing historical data relating to subscriber activation and/or deactivation, going back to at least 24 months at any point of time.

4.9.2 The SMS and all Subscriber Records that are relevant to the Subscribed Channels for the operation of the Agreement shall be available for inspection and audit by Broadcaster/ Broadcaster's representative(s) during the Term at any time during normal business hours and for three months after the expiry or premature termination of the Agreement, as the case may be, to ensure compliance with the Anti-Piracy Obligations, and (ii) on three days prior written notice during normal business hours to ensure compliance with all other terms of the Agreement up to four times within any 24

- month period and for three months after the expiry or premature termination of the Agreement, as the case may be. The DTH Service Provider shall give Broadcaster/ Broadcaster's representatives any assistance they may reasonably require in connection with their audit investigations. In the event a breach of the Agreement has been discovered during the course of such audit or inspection, Broadcaster/ Broadcaster's representatives shall have the right to take printouts, photocopies and computer copies of the Subscriber Records, or any portion thereof, reasonably required to provide evidence of such breach, and the DTH Service Provider agrees to extend reasonable co-operation in this regard.

4.9.3 In the event an audit or inspection by Broadcaster/ Broadcaster's representative(s) under Clause 4.9.2 reveals that the DTH Service Provider has under-reported or has misrepresented any item having a bearing on the computation of the amounts payable to Broadcaster, the DTH Service Provider agrees to immediately pay all amounts due based on the actual and true items together with simple interest at the rate of 15% per annum for the periods from the dates when the respective payments should have been made until the actual date or dates of payment. In addition to the above payment, the DTH Service Provider shall also pay all costs and expenses incurred by Broadcaster for such audit/ inspection. This obligation shall survive the termination of the Agreement. If within a period of two weeks from the date of demand by the Broadcaster, the DTH Service Provider fails to pay any amounts found due on the basis of such audit/ inspection, including the cost and expenses of such audit/ inspection, the Broadcaster shall have the right to deactivate/disconnect the Subscribed Channels and/or terminate the Agreement as per the law applicable without prejudice to its right to claim such amount referred to above in addition to any other action that may be deemed appropriate.

4.10 ANTI-PIRACY OBLIGATIONS

4.10.1 The DTH Service Provider shall, at its own expense, take all necessary steps to prevent and stop unauthorised or illegal use of the Subscribed Channels or signals thereof as described below.

4.10.2 The DTH Service Provider represents, warrants and undertakes that the systems, processes and controls are in place regarding the distribution of Set Top Boxes and Viewing Cards so as to ensure that they are only sold within the Area by

the DTH Service Provider or by its authorized dealers and such sales are only made to bona fide ordinary subscribers residing in the Area and installations are made at a residential address is adequate and steps taken to ensure adequate systems, processes and controls shall include, without limitation, the DTH Service Provider:

(a) Investigates any multiple Viewing Card/s issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;

(b) Ensuring compliance by its authorized dealers including through unannounced visits to dealers' premises from time to time;

(c) Requiring that for every change of address on the system and therefore relocation of a Set Top Box, there is an independent physical verification of the new residential address; and

(d) Deauthorising any Set Top Box or viewing card that is found outside of the Area or in the possession of a person who is not a bona fide ordinary subscriber.

4.10.3 The DTH Service Provider represents, warrants and undertakes that all of its Set Top Boxes and Viewing Cards:

(i) are sold and installed together as a pack only in the Area and only at the premises of subscribers whose address has been verified in accordance with Clause 4.10.2; and

(ii) employ card-pairing technology that ensures once a Viewing Card is activated, it is paired to a particular Set Top Box and that the Subscribed Channels cannot be viewed if such Viewing Card is removed and used with any other Set Top Box.

4.10.4 The DTH Service Provider represents, warrants and undertakes that all installations of Set Top Boxes and Viewing Cards are done directly by the DTH Service Provider or through its authorised dealers and only within the Area, and that the installer for every installation physically checks and ensures before installation and activation of a Set Top Box and Viewing 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 Box and which is the same as detailed in the SMS. In accordance with Clause 4.10.2, the DTH Service Provider's SMS shall contain all of the following information items for each subscriber prior to activation of a Set Top Box and, where separately issued, Viewing Card for such subscriber:

(a) Name;

(b) Installation address;

(c) Billing address (if different);

(d) Telephone number of the installation address, where applicable;

(e) Subscriber's unique subscriber reference or subscription agreement number;

(f) Service/Channels/Packages that have been selected;

(g) Details of the dealer who sold the Set Top Box;

(h) Details of the authorized dealer who sold the subscription;

(i) Details of the installer;

(j) Viewing Card number; and

(k) Set Top Box number.

4.10.5 The DTH Service Provider agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Viewing Cards, wherein the Subscribed Channels can be accessed from addresses which are:

(a) not bona fide or do not match the addresses as supplied by the relevant subscribers as detailed in the SMS; or

(b) outside of the Area.

(c) Commercial Subscribers

(d) operators for re-distribution on analogue/ digital or other unauthorised platforms

4.10.6 In order to ensure that the Viewing Card is only activated for bona fide subscribers, the DTH Service Provider further represents, warrants and undertakes that there are adequate controls to ensure

(a) a Viewing Card is not activated before installation with its paired Set Top Box; and

(b) that such Viewing 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 Box and which is the same as detailed in the SMS.

4.10.7 The DTH Service Provider represents, warrants and undertakes that its SMS:

(a) allows viewing and printing historical data, in terms of total activation, de-activation and reactivation of all subscribers and all other records required under Clause 4.10.4;

4.10.8 In the event the DTH Service Provider is found to be in breach /violation of the terms and its obligation under Article 4.10 of the Agreement the Broadcaster shall be entitled to deactivate/de-authorise the Subscribed Channels after following the procedure laid down in the Regulations/Directions/Orders of the TRAI or any other statutory authority.

4.11 FINGERPRINTING

4.11.1 The DTH Service Provider shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications/ guidelines provided by the Broadcaster. A certificate at periodical intervals by the DTH Service Provider giving the details of systems, processes and controls in place to run fingerprinting which detail is verifiable by the broadcaster would be sufficient compliance of this clause. The DTH Service Provider shall ensure that all Set Top Boxes should support both visible and covert types of Fingerprinting and should be compatible for running Fingerprinting whether operated by the DTH Service Provider or by the Broadcaster.

4.11.2 The DTH Service Provider 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.

4.11.3 The DTH Service Provider shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Subscribed Channels:

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

4.11.3.2 Fingerprinting to be provided by the DTH Service Provider on the Subscribed Channels, as per the scheme provided by the Broadcaster; the Broadcaster 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).

4.12 BROADCASTERS OBLIGATIONS

4.12.1 The Broadcaster and the DTH Service Provider would work closely together to decide on the promotional schemes/ offers for the subscribers with an objective to persuade them to subscribe to the channel(s) of the Broadcaster.

4.12.2 Broadcaster will take all necessary approvals and permissions as may be laid down by law.

4.13 It is clearly understood that all the relevant laws of the country, including the rules, notifications and orders issued by the Government under such laws as well as any order, direction or regulation of TRAI or any Regulatory Authority would be binding on both parties and none of the clauses contained herein shall be interpreted in a manner as may be in derogation of the said provisions, notifications, rules, orders, directions and Regulations.

ARTICLE 5: RESTRICTIONS

5.1 The DTH Service Provider shall subject to constraint of factors beyond his control, distribute each Subscribed Channel in its entirety, without interruption, alteration, addition, deletion or editing except as may be required by any Applicable Laws in the Area.

5.2 The DTH Service Provider shall not, without the Broadcaster's prior written consent:

- i) Distribute or exhibit or authorize, license or permit the distribution or exhibition of the Subscribed Channels by any such medium or devices, now known, or hereafter devised throughout the Area other than in accordance with the terms of the Agreement. The DTH Service Provider shall not, without Broadcaster's prior written permission, distribute the Subscribed Channels via any distribution system or medium other than DTH Platform. Further, the DTH Service Provider subject to the applicable law shall not distribute the Subscribed Channels to any Commercial subscribers in the Area unless specifically provided herein.
- ii) Copy any of the programmes, data or content included on the Subscribed Channels for the purpose of distributing them later, or for any other reason, except as may be required by any Applicable Laws within the Area provided that the DTH Service Provider promptly notifies the Broadcaster before making any copy;
- iii) Cut, edit, dub, voice-over, sub-title, reformat or otherwise change or make additions to any programmes, data or content included on the Subscribed Channels except as may be required by any Applicable Laws within the Area;
- iv) Except for the services specifically permitted vide clause 1.1 of Article 1 in this Agreement, the DTH Service Provider shall not incorporate any Subscribed Channel or the programmes, data or content therein as part of any Free TV, Interactive TV, Internet Protocol TV (IPTV), Pay Per View (PPV), Video On Demand (VOD) or Near Video On Demand (NVOD) services or On-line Services, or otherwise exhibit or cause the exhibition of any stills, extracts or data from any Subscribed Channel or the programmes therein via the Internet or any other local or area wide computer network or mobile telephone or handheld device;
- v) Reformat any Subscribed Channel so that it appears on less than the full screen of a television or add or super-impose any data, crawlers, Austin bands, scrolls, buttons or other items in any manner or format whatsoever, to any Subscribed Channel;
- vi) Superimpose or otherwise add any third party or non-Broadcaster advertising, promotions, programmes, data, content, copyright, trademarks, trade names, logos, names and / or licenses on any Subscribed Channel, Channel Mark or Broadcaster Promotional Materials;
- vii) Use any copyright, trademarks, trade names, logos, programme titles, names and/ or likenesses, or any part of them, included in programmes on any Subscribed Channel, or which Broadcaster uses for marketing purposes, except in connection with its receipt or promotion of the Subscribed Channels;
- viii) Allow or authorize any other person to do any of the acts mentioned in subclause (vii), except with the permission of Broadcaster and in accordance with the Agreement;

ix) Remove or shift or allow to be removed or shifted, the Equipment from the agreed Address detailed in clause 3 of the Agreement or allow anybody else to do the same, and shall indemnify Broadcaster against any damage, destruction or theft or loss of the Equipment;

ARTICLE 6: REPRESENTATION AND WARRANTIES OF DTH SERVICE PROVIDER

The DTH Service Provider undertakes, represents and warrants to the Broadcaster as under:

6.1 It has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under this Agreement.

6.2 It shall comply with all laws and regulations with respect to the services in terms of the Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any Applicable Laws, rules and regulations or government orders (including service tax, entertainment tax etc.);

6.3 It shall submit to the Broadcaster a copy of its registration as a DTH Service Provider or with such other competent authority as may be appointed from time to time, The DTH Service Provider further confirms that it shall renew such registration as and when required and shall keep it in full force and shall duly inform the Broadcaster in the event of any changes or termination in its registration, within two weeks of such change;

6.4 It shall not misuse the Subscribed Channels and shall not conceal/ misrepresent the details of subscribers in the Area. The DTH Service Provider further confirms that it shall promptly inform the Broadcaster by SMS Report furnished every month, within 15 days following the expiry of each month, in case of any change in the names and addresses and other details of its subscribers;

6.5 It shall pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify the Broadcaster against any default or non-payments in this regard;

6.6 It shall keep the Equipment in good and serviceable order and condition to the satisfaction of the Broadcaster and bear all expenses for general repairs and maintenance of the same and it shall immediately notify to the Concerned Department of the Broadcaster at Ramoji Film City, in the event of any mechanical/ technical fault in the Equipment;

6.7 It shall not pledge, charge or encumber or in any way part with the possession of the Equipment without the prior written permission of Broadcaster. Further, it shall not remove or replace any or all parts of the Equipment. The DTH Service Provider shall allow authorized employees or agents of Broadcaster free access to the address mentioned at clause 1.1 of Article 1 to check whether the Equipment is being properly used;

6.8 It shall not modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) or any signals emanating there from, in a manner that prevents the identification of the Equipment number or interferes with the signals emanating there-from. Any such act by the DTH Service Provider shall be construed as a breach of its obligations hereunder;

6.9 The DTH Service Provider undertakes that it shall not do anything, which might tend to indicate that any TV programme is from any source other than the channel forming part of the Subscribed Channels under the Agreement;

6.10 The DTH Service Provider acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by competent Authority, as and when the same are issued;

6.11 The DTH Service Provider represents and warrants that it has the appropriate net worth and necessary infrastructure (including office, support staff and the equipment) for running the DTH operations smoothly and efficiently and discharging its entire obligations under the Agreement. The DTH Service Provider shall pay the Subscription Amounts to Broadcaster on the basis of invoices raised and on or before the due dates without any delay or default. The DTH Service Provider further undertakes to pay the increased Subscription Amounts in the event of any increase in the actual number of subscribers as may be derived from the Subscriber Management System (SMS). The DTH Service Provider recognizes that it has been appointed hereunder, based among other things, on the above-mentioned representations and its confirmation that the Agreement and the payments to be made hereunder and the obligations to be discharged are for the definite Term provided in clause 1.3 of the Agreement unless expressly provided otherwise in the Agreement;

6.13 It is expressly recognized between the Parties that the breach of any of the above, shall constitute an event of default under the Agreement and shall entitle Broadcaster to disconnect the access to the Subscribed Channels hereunder provided and to terminate the Agreement and disconnect/deactivate the Subscribed Channels as per the law in force. All representations and warranties shall survive the termination of the Agreement.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES OF BROADCASTER

7.1 The Broadcaster represents and warrants to the DTH Service Provider that it has the requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder and it has not entered and shall not enter into any agreement that may conflict with its obligations under the Agreement;

7.2 The Broadcaster shall comply with all laws and regulations with respect to services referred to in clause 1.1 of this Agreement and it shall pay all charges, levies, taxes and duties imposed on or charged to it under any Applicable Laws, rules and regulations or government orders (including service tax, entertainment tax etc.);

7.3 The Broadcaster understands that TRAI has issued certain regulations and guidelines and agrees that it shall adhere to and strictly abide by such regulations and guidelines and any amendments thereto or any new regulations and guidelines that may be in force from time to time. The Broadcaster acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by TRAI, as and when the same are issued; The Broadcaster represents and warrants to the DTH Service Provider that downlink license has been applied for/obtained with respect to all channels;

7.4 The Broadcaster further represents and warrants to the DTH Service Provider that the satellite signal of the Subscribed Channels shall be in standard PAL or NTSC format as designated by Broadcaster and have one or more audio tracks;

7.5 The Broadcaster shall ensure good quality and uninterrupted service to the DTH Service Provider except for reasons beyond control and undertakes that it has all the requisite rights, authority and approval to broadcast the programme and that such broadcast shall not infringe the copy rights of any other person;

7.6 The Broadcaster represents that the equipment including IRD if any supplied by it will be compliant with the existing BIS standards;

7.7 It is expressly recognized between the Parties that the breach of any of the above, shall constitute an event of default under the Agreement and shall entitle the DTH Service Provider to disconnect the carriage of the Subscribed Channels hereunder provided and to terminate the Agreement as per the law in force. All representations and warranties shall survive the termination of the Agreement.

ARTICLE 8: OBLIGATIONS RELATING TO EQUIPMENT

The Broadcaster shall cause to be supplied the Equipment to the DTH Service Provider through suppliers nominated by it upon the following terms and conditions:-

8.1 IRDs

- (i) The IRD shall be used by the DTH Service Provider exclusively for distribution of the Subscribed Channel for DTH Service Provider. If the DTH Service Provider merges or amalgamates with another entity or ceases to carry on business of a DTH operator, the DTH Service Provider shall intimate the same to the Broadcaster immediately

8.2 VIEWING CARDS

- (i) The Viewing Card(s) supplied by the Broadcaster shall at all times remain the sole and exclusive property of the Broadcaster and the Broadcaster shall forthwith deactivate the same upon expiry or termination of the Agreement as per the provisions and procedure laid down in this Agreement
- (ii) The DTH Service Provider shall use the Viewing Card(s) only in terms of the Agreement and at the installation address mentioned in clause 1.1 of Schedule to this Agreement. The DTH Service Provider shall not make any unauthorized use or tamper with the Viewing Card(s) in any manner whatsoever. However, in the event the DTH Service Provider desires to move the Viewing Card(s) to some other address, the DTH Service Provider shall obtain prior written permission from the Broadcaster and such permission shall not be unduly delayed or refused by the Broadcaster. The DTH Service Provider shall not sell, exchange or transfer the Viewing Card(s) in any manner whatsoever. If, upon any investigation or inspection, it is found that any Viewing Card(s) is being misutilised, mishandled or used in any manner, other than what has been specifically provided for under this Agreement, then, the DTH Service Provider shall be liable to compensate the Broadcaster for any loss or damages caused to the Broadcaster by such misutilisation or mishandling or unprescribed use. In any such event the Broadcaster shall also be entitled to immediately take back possession of the Viewing Card(s) and also to initiate appropriate civil/ criminal proceedings in respect of such unauthorized use in addition to any other action that it deems appropriate under the law.
- (iii) The Broadcaster shall not be liable for any defect in the Viewing Card(s) that is attributable to any unauthorized use, tampering or damage due to negligent use of the same by the DTH Service Provider or any other person. In the event, the Viewing Card(s) is lost, stolen or damaged, the DTH Service Provider shall immediately inform the Broadcaster. In the event, the DTH Service Provider desires new Viewing Card(s) for any channel forming part of the Subscribed Channels, the same may be issued at the discretion of BROADCASTER on payment of such charges as may be specified by the Broadcaster from time to time. In the event of deactivation of the Viewing Card(s) for any reason whatsoever, including non-payment of Subscription Amounts, the DTH Service Provider shall be liable to pay to the Broadcaster such charges as may be determined by the Broadcaster from time to time for re-activation of the Viewing Card(s). In the event, any of the Viewing Card(s) is not in use by the DTH Service Provider, the same shall be returned to the Broadcaster immediately.

8.3 RESTRICTIONS ON EQUIPMENT

8.3.1 In the event the DTH Service Provider fails to pay the Subscription Amounts and/ or, upon expiry of, or termination of the Agreement, the Broadcaster shall be entitled to deactivate the Viewing Card(s).

8.3.2 The DTH Service Provider acknowledges and recognizes that mere possession of the Equipment does not automatically entitle the DTH Service Provider to receive the Subscribed Channels.

8.3.3 Any violation/breach of this Clause 8 shall entitle Broadcaster to disconnect and deny access to the Subscribed Channels subject however to the compliance of applicable laws as well as to terminate the Agreement as laid down in this Agreement.

8.3.4 The parties to the Agreement have verified that all the representations and warranties made herein above are true, accurate and correct and that no material information, particulars or details have been omitted, concealed or otherwise not disclosed or remained to be furnished.

8.3.5 It is expressly recognized between the parties that the breach by either party of any of the representations, warranties or covenants set out in this Agreement shall constitute an event of material default by the other party under this Agreement and shall entitle the other party to terminate the Agreement and claim damages without prejudice to any other rights.

ARTICLE 9: INDEMNITY AND THIRD PARTY CLAIMS

9.1 If for any reason or resulting from any cause whatsoever, any statement, representation or warranty of the DTH Service Provider/Broadcaster set forth herein is found to have been materially incorrect, untrue when made, fails to prove to be true, the breaching party which provided such materially incorrect, untrue statement or representation or warranty, shall be fully liable to the other party for any and all liability, damage, costs, and expense including attorney fees, arising from such representation, breach or incorrect statement.

9.2 Both parties agree that each party shall forever keep and hold the other party and its DTH Service Provider companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees of a counsel of the other party's choice) arising out of any breach of any representation and warranties set out herein or any of its obligations pursuant to this Agreement.

ARTICLE 10: CONFIDENTIALITY

10.1 The Parties agree to keep all information including without limitation, data pertaining to the business of the other Party, details of the other Party's DTH Service Providers, subscriber details, Subscription Amounts, pricing, etc. regarding the strategy and volume of business of the other Party strictly confidential at all times unless required by applicable law to disclose such information.

10.2 Any information provided by one Party to the other Party under the Agreement is to be held strictly in confidence by the other Party and shall not be used by the other Party for a purpose other than the purpose for which it is intended under this Agreement without written consent of the other. Disclosure of any such information is to be made only to such employees of the Parties who need to use the Confidential Information and it is the responsibility of the Parties to bind and ensure that any such employee shall hold in confidence all such confidential information including but not limited to the terms and conditions of the Agreement and that such an employee does not disclose, publish or make copies of the Agreement or the Confidential Information (unless it is required by law to do so) without the prior written consent of the other Party. This clause shall survive the termination of this Agreement.

ARTICLE 11: NO PUBLIC ANNOUNCEMENTS

The Parties shall not make, and shall not permit any of their respective directors, employees, officers, or Associates to make, any public announcement about the subject matter of the Agreement or any of its business and operating plans from time to time, whether in the form of a press release or otherwise, without first consulting with the other Party and obtaining the other Party's written consents, save as required to satisfy any requirement (whether or not having the force of law) of a stock exchange on which the shares of the Parties or an Associate of the Parties or holding company of the Parties are traded or the securities laws, rules or regulations applicable to the Parties or an Associate of the Parties or holding company of the Parties in any jurisdiction in which its shares are traded or any relevant governmental or regulatory body or as otherwise required by law or regulation. In the event that disclosure is required, the other Party shall be given a reasonable opportunity to review and comment on any such required disclosure.

ARTICLE 12 : TERMINATION AND EFFECT OF TERMINATION

12.1 TERMINATION

12.1.1 The Agreement shall automatically terminate by efflux of time i.e. on the completion of the Term unless on or before the expiry of completion of the term, the parties have executed another agreement on the same subject or have agreed to or have started a process of negotiation to extend the term of the Agreement with or without modification in terms of clause 1.3.2 of this Agreement.

12.1.2 Either of the Parties may, subject to clause 12.1.3 and clause 24 below, terminate the Agreement at any time by giving a reasoned written notice of one month to the other Party.

12.1.3 The parties shall have the right to terminate the Agreement, subject to Applicable Laws, upon the occurrence of any of the following events:

12.1.3.1 Where one of the parties is in material breach of any provision of the Agreement as defined in the Schedule;

12.1.3.2 Where the Broadcaster fails to provide conditions necessary for proper exercise of the rights of subscription as envisaged in Article 2 of this Agreement;

12.1.3.3 Where the DTH Service Provider fails to provide to the Broadcaster, true and accurate information pertaining to the names, addresses and details of the subscribers pertaining to any location within the Area as and when demanded by the Broadcaster, from time to time for purposes of verification. The details of subscribers should be verifiable through the Subscriber Management System (SMS);

12.1.3.4 Where the DTH Service Provider fails to provide the Subscriber Report as required by the broadcaster duly attested within fifteen days from the expiry of each month;

12.1.3.5 Where the Broadcaster has provided the DTH Service Provider with evidence to the effect that any of the subscriber to whom the DTH Service Provider has given a Set Top Box and other equipment to receive signals of the broadcaster is engaging in piracy of the Subscribed Channels, and the DTH Service Provider has failed to take reasonable remedial action (including deactivating or confiscating Viewing Cards, Viewing Cards, Set Top Boxes or Receiver Boxes, as applicable) within two days of its receipt of such evidence and a notice by the Broadcaster requiring it to take such remedial action;

12.1.3.6 Where the DTH Service Provider is in breach of the Anti-piracy Obligations set forth in the Agreement;

12.1.3.7 Where the Broadcaster has provided the DTH Service Provider with reasonable evidence that any of DTH Service Provider's active Viewing Cards or Set Top Boxes are lost or stolen or found being sold outside of the Area, or the Subscribed Channels or proprietary information or technology in the Viewing Cards or Set Top Boxes are in immediate and apparent danger of unauthorised use and the DTH Service Provider has failed to take remedial action in accordance with the Anti-Piracy Obligations (including deactivating or confiscating such Viewing Cards or Set Top Boxes, as the case may be) within two days of its receipt of a written notice by Broadcaster requiring it to take such remedial action;

12.1.3.8 Where the Broadcaster has increased the Subscription Fees as provided under clause 3.1.2 of this Agreement and the DTH Service Provider does not want to continue the business relationship on account of such increase in Subscription Fee;

12.1.3.9 In the event of Bankruptcy or insolvency of any of the parties;

12.1.3.10 Where winding up proceedings/liquidation proceedings have been initiated against any of the parties;

12.1.3.11 Where the DTH Service Provider in any manner has jeopardised or interfered with the Broadcaster's intellectual property rights in any of the Subscribed Channels or part thereof;

12.1.3.12 Where the DTH Service Provider's distribution of all or any of the Subscribed Channels, exposes the Broadcaster or its Associates to any liability, civil or criminal;

12.1.3.13 Where any of the parties attempts to make or makes any transfer, assignment or sublicense of any of their rights under the Agreement without prior written consent of the other party;

12.1.3.14 Where there is any change in the Control of the DTH Service Provider/Broadcaster by way of any Competitor gaining Control of the business of the DTH Service Provider/Broadcaster ("**Control**" meaning, for this purpose, the power to manage, directly or indirectly, the operation of the business of the DTH Service Provider/Broadcaster, whether through the ownership of voting securities, by contract or memorandum or articles of association or any constitutional documents of the DTH Service Provider/Broadcaster or otherwise) ("**Competitor**" meaning, for this purpose, any person whose business is that of a service provider and/or multi system operator (MSO) and/or distribution and/or broadcasting and/or owner (whether direct or indirect) of one or more television channels in one or more markets in the world).

12.1.4 Where the Broadcaster's authority to distribute all of the Subscribed Channels is revoked and/or terminated, then the Agreement shall stand automatically terminated; Provided, however, that in the case of revocation or termination of the Broadcaster's authority to distribute some of the Subscribed Channels and not all of the Subscribed Channels, the Broadcaster shall at the first opportunity of knowing about the imminent possibility of such revocation or termination of authority, inform the DTH Service Provider about such possibility and its consequences, so as to enable the latter to decide whether to continue with the Agreement or not.

12.1.5 Where the Broadcaster is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of the Broadcaster to provide the Subscribed Channels or any part thereof to the DTH Service Provider or limit the DTH Service Provider's right or authorisation to offer the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts the Broadcaster to provide the Subscribed Channels to the DTH Service Provider under the terms of the Agreement then the Agreement shall stand automatically terminated.

12.1.6 Upon the termination of the Agreement, distribution of the Subscribed Channels shall be unauthorized and illegal and the Broadcaster shall be entitled to disconnect /deactivate the distribution of the Subscribed Channels but subject to observance of applicable rules /regulations/orders if any.

12.2 CONSEQUENCES OF TERMINATION

12.2.1 Upon termination of the Agreement:

(i) the parties to the Agreement shall cease to exercise their rights and to perform obligations arising out of this Agreement unless expressly provided otherwise in this Agreement

(ii) the DTH Service Provider shall cease to provide services as defined in clause 1.1 of Article 1 and specifically referred to in Annexure A including distribution of Subscribed Channels to its subscribers directly or indirectly.

(iii) the DTH Service Provider shall return the Viewing Cards in the same condition as they were made available by the Broadcaster subject to normal wear and tear.

(iv) the DTH Service Provider shall prepare and deliver to the Broadcaster a final Subscriber Report relating to Subscription Amount due to the Broadcaster on termination;

(v) all Promotional Materials of the Broadcaster, which are in the DTH Service Provider's possession or under its control shall be delivered to the Broadcaster or otherwise disposed of in accordance with the Broadcaster's directions;

(vi) the parties shall immediately cease to make any representations that they are associated with each other in the Area;

(vii) the Parties in addition to their other rights and remedies under law or equity, shall be entitled to receive all outstanding monies due to each other including the Subscription Amounts due or to become due under the Agreement and these shall immediately become due and payable on the date of termination;

(viii) the indemnity obligations and the confidentiality obligations of the parties will continue to stand and survive termination; and

(ix) the DTH Service Provider shall cease to use the intellectual property and sign a confirmation of cessation of the use of Intellectual property as may be required by the Broadcaster.

ARTICLE 13: LIMITATION OF LIABILITY

13.1 It is expressly understood and agreed between the Parties that neither Party shall have any liability or obligation whatsoever under this Agreement, towards any other party arising from and in respect to:-

(a) Any defect or damage in the equipment including IRD(s)/Viewing Card(s) not attributable to the DTH Service Provider. (Any defect in the IRD(s)/ Viewing Card(s) attributable to or resulting from any unauthorized or improper use, tampering, negligence or failure to follow the Broadcaster's instructions or any use of the IRD(s) with any apparatus or equipment not authorized by the Broadcaster shall be deemed to be actions attributable to the DTH Service Provider);

(b) Any problem in the CAS or any other equipment due to system failure, any reason beyond the reasonable control of the DTH Service Provider;

(c) Any action, failure to act or default on the part of any equipment distributor or installer;

(d) Any delay or failure in performance of this Agreement caused by any reason or event beyond the reasonable control of the Broadcaster/ DTH Service Provider;

(e) Any indirect or consequential loss resulting or any other default on the part of the Broadcaster or any of its officers, employees, suppliers, distributors or agents or any vendor of an IRD; and

(f) Withdrawal or suspension of any Channel or programs by the Channel Owners without providing adequate opportunity to the Broadcaster to suitably notify the DTH Service Provider of such an eventuality;

13.2 It is expressly agreed and understood between the parties that the Broadcaster shall have no liability or obligation towards the DTH Service Provider or subscriber due to deactivation of services if such services have been deactivated by the Broadcaster as per the terms of this Agreement and in compliance of the orders/regulations in this regard, if any.

ARTICLE 14: AGREEMENTS WITH SUBSCRIBERS

Any agreement entered into by the DTH Service Provider with a subscriber or any Agreement entered into by the Broadcaster with the channel provider shall not relieve the DTH Service Provider or the Broadcaster of any of its obligations under this Agreement towards the other and the DTH Service Provider and Broadcaster shall ensure that such agreements are not in any way prejudicial to the rights and obligations between the Parties arising out of this Agreement.

ARTICLE 15: NO WAIVER

The exercise of or failure to exercise any, or all of the foregoing remedies by the Parties shall not operate as a waiver on the part of the Parties of its rights to exercise any other remedy available to the Parties under the Agreement, at law or equity, and all of the foregoing remedies shall be deemed cumulative. The failure of the parties to enforce anytime or for any period any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce such right unless such subsequent exercise of the right is barred by limitation as provided by law or otherwise limited by this Agreement.

ARTICLE 16: NO AGENCY

Neither the DTH Service Provider nor the Broadcaster shall be or hold itself out as the agent of the other under the Agreement. No subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with the Broadcaster by virtue of the Agreement or by the Broadcaster's delivery of the Subscribed Channels to the DTH Service Provider. The relationship between the Broadcaster and the DTH Service Provider is "Principal to Principal".

ARTICLE 17: BINDING NATURE

All the obligations and benefits arising under the Agreement shall pass to and be binding on the respective assigns transferees and successors of the Parties hereto.

ARTICLE 18: MODIFICATIONS

This Agreement cannot be modified, varied or terminated except in writing. Any variation of the Agreement including Addendum Agreements, Annexures, Schedules or any other document, called by whatever name, but executed relating to this Agreement, shall be mutually agreed to in writing and executed by or on behalf of the Parties through their respective authorized representatives.

ARTICLE 19: NO PARTNERSHIP

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Broadcaster and the DTH Service Provider and neither party shall enter into any contract or obligation that purports to bind the other.

ARTICLE 20: NOTICES

All Notices given hereunder shall be given in writing in English, by personal delivery or by Registered Post Acknowledgement Due (RPAD), at the addresses of the DTH Service Provider and of the Broadcaster mentioned hereunder, unless either party at any time or times designates another address for itself by notifying the other Party thereof by Registered AD Post only, in which case all notices to such Party shall thereafter be given at the address so notified. Notice shall be deemed to have been received, (a) if delivered personally, upon delivery and (b) if sent by RPAD, upon delivery of the mail or upon expiry of 7 days from the date of dispatch.

| Broadcaster | DTH Service Provider |
|---|----------------------|
| M/s Ushodaya Enterprises Private Limited (Television Division) Ramoji Film City, Hayathnagar Mandal , Ranga Reddy District 501 512 Phone: 08415 246408 Fax: 08415 246408 E-mail: kbc@etv.co.in | |

ARTICLE 21: RIGHTS AND VALIDITY

The rights and remedies set out in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

ARTICLE 22: SUPERSESSION

Except as provided herein, this Agreement constitute the whole agreement between the Parties relating to the subject matter hereof and supersedes any other prior agreements or understanding relating to such subject matter. Provided, however, that it shall not prejudice the rights and obligations which have arisen out of the prior agreements and continuing to subsist unless otherwise agreed to be relinquished or abrogated through this Agreement.

ARTICLE 23: ASSIGNMENT

Notwithstanding anything contained in this Agreement, the parties shall not have the right, without the prior written consent of the other, to assign or transfer the Agreement or any of their respective rights or obligations, under this Agreement. Any breach, actual, potential or threatened, of this clause, shall entitle the parties to terminate the Agreement and take any other measures as may be appropriate.

ARTICLE 24: FORCE MAJEURE

Failure on the part of the Broadcaster/DTH Service Provider to perform any of its obligations, shall not entitle either party to raise any claim against the other or constitute a breach of this Agreement to the extent that such failure arises from an event of Force Majeure. If through Force Majeure the fulfillment by either party of any obligation set forth in this Agreement is delayed, the period of such delay will not be taken into account in computing periods prescribed by this Agreement. Force Majeure will include any war, civil commotion, strike, Satellite Jamming, Satellite Failure, lockout, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of the parties herein that directly or indirectly hinders or prevents either of the parties from commencing or proceeding with the consummation of the

Annexure A

Item (1): SUBSCRIPTION FEE A - Ia – Carte Channels

| Channels | Price per subscriber per month |
|---------------|--------------------------------|
| ETV Telugu | Rs.10.70 p |
| ETV2 Telugu | Rs. 5.99 p |
| ETV Bangla | Rs.11.12 p |
| ETV Marathi | Rs.11.12 p |
| ETV Kannada | Rs.11.12 p |
| ETV Gujarati | Rs.11.12 p |
| ETV Oriya | Rs.11.12 p |
| ETV Urdu | Rs.11.12 p |
| ETV UP | Rs.11.12 p |
| ETV MP | Rs.11.12 p |
| ETV Rajasthan | Rs.11.12 p |
| ETV Bihar | Rs.11.12 p |

Item (2): Viewing Card Processing Charges

| Channels | Processing Fee (One Time) |
|---------------|---------------------------|
| ETV Telugu | Rs. 1000/- |
| ETV2 Telugu | Rs. 1000/- |
| ETV Bangla | Rs. 1000/- |
| ETV Marathi | Rs. 1000/- |
| ETV Kannada | Rs. 1000/- |
| ETV Gujarati | Rs. 1000/- |
| ETV Oriya | Rs. 1000/- |
| ETV Urdu | NA |
| ETV UP | NA |
| ETV MP | NA |
| ETV Rajasthan | NA |
| ETV Bihar | NA |

Item (3): IRD Charges (if provided by Broadcaster)

Per IRD Rs 4500/- including all taxes

**For and on behalf of For and on behalf of Ushodaya Enterprises Pvt
Ltd M/s.
(Television Division)**

Authorised Signatory

Authorised Signatory In the presence of In

the presence of

1. 1.
2. 2.

Annexure B Copy of Identification Certificate furnished

by DTH Service Provider Schedule: Registration Details of the DTH Service

Provider & Broadcaster

1.1 DTH SERVICE PROVIDER REGISTRATION AND OTHER DETAILS:

| | |
|-------------------------------------|--|
| Registration No. | |
| Date of issue: Date of expiry: | |
| PAN No.: | |
| Service Tax registration No. | |
| Date of issue: | |
| Entertainment Tax Registration No.: | |
| Date of issue: | |
| Incorporation date | |
| | |

Installation Address (if different from address details provided above)

| | |
|-------------------------|--|
| Contact Person (Mr./Ms) | |
| Installation Address | |
| Village | |
| City / Taluk | |
| District Pin | |
| State | |
| Telephone Number | |
| Fax Number | |
| Email id: | |

**For and on behalf of For and on behalf of Ushodaya Enterprises Pvt
Ltd M/s.
(Television Division)**

Authorised Signatory

Authorised Signatory In the presence of In

the presence of

1. 1.
2. 2.

1.2 Broadcaster Registration and Other Details.

| | |
|-----------------------------|--|
| PAN No. | |
| Service Tax registration No | |
| Date of issue | |

**For and on behalf of For and on behalf of Ushodaya Enterprises Pvt
Ltd M/s.**
(Television Division)

Authorised Signatory Authorised Signatory In the presence of In

the presence of

1. 1.
2. 2.

DEFINITIONS AND INTERPRETATIONS

A. DEFINITIONS In the Agreement unless the context requires otherwise, the following words and expressions shall have the meanings set out herein below:

| | |
|-----------------------------|---|
| "DTH Service Provider" | means an operator licensed by the Central Government to distribute multi channel TV Programmes by using a satellite system directly to subscriber's premises without passing through intermediary such as cable operator or any other distributor of TV Channels |
| "Agreement" | means this Reference Interconnect Offer and all its Schedules, Annexures and/or addenda agreements, updation forms particularly referred as forming part of this Agreement as amended from time to time. |
| "Applicable Laws" | means and includes any law, regulation, direction, notification, policy, guideline or order, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority concerning Broadcasting and Distribution of TV channels and matters consequential upon and incidental thereto. |
| "Area" | means the area referred to in clause 1.2 of Article 1 of the Agreement, within which the Subscribed Channels through a DTH Platform, directly and would include flats, apartments, buildings, dwelling units, whether in a single family or in a multi unit building. Each television set connected to a Set Top Box in a single dwelling would hereby constitute a subscriber for the purposes of computing the number of subscribers in the Agreement. |
| "Associates" | means: (i) in the case of a person other than a natural person, any other person that, either directly or indirectly through one or more intermediate person(s), controls, is controlled by, or is under common control with such person, and (ii) in the case of a person that is a natural person, any other person that, either directly or indirectly through one or more intermediate person(s), controls, is controlled by or is a relative of such natural person. |
| "Bouquet" | means a combination of more than one Television Channels and/ or selling of a combination of Channels together as a package. |
| "Broadcaster" | means a Broadcaster as defined in The Telecommunication (Broadcasting and Cable Services) Interconnection Regulation, 2004 |
| "Channel(s)" | means the television channel(s) with a set of frequencies used for transmission of a programme and particularly specified in Annexure A, whether forming a part of a bouquet or not. |
| "Commercial Establishment" | means a commercial cable subscriber as defined in "The Telecommunication (Broadcasting and Cable) Services (Second) Tariff (Fourth Amendment) Order, 2006. |
| "Conditional Access System" | or "CAS" means any Addressable System containing features as indicated in the Explanation (a) below Section 4A of The Cable Television Networks (Regulation) Act, 1995 (7 of 1995). |
| "Confidential information" | means :(a) any information concerning the organization, business, technology, trade secrets, know-how, finance, transactions or affairs of a Party or any of its Associates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof) of the parties, (b) any material/ information, which results in the violation of any conditions imposed by the Broadcaster or its programme suppliers and disclosed to the DTH Service Provider by the |

| | |
|--|---|
| | Broadcaster for the purposes of this Agreement, including any information of any kind whatsoever which is made known to the DTH Service Provider as being confidential in nature and vice versa (c) any information or materials prepared by a Party or its representatives that contains or otherwise reflects, or is generated from Confidential Information. |
| “Competent Authority” | means the Authority specified in this Agreement to be the Competent Authority for the purpose indicated therein and would include any Authority as has been notified /declared or as may be notified/ declared from time to time as a constitutional or legislative or judicial or quasi judicial or Administrative or Regulatory Authority concerning matters of Broadcasting and Distribution of TV channels and matters incidental or relating thereto. |
| “Electronic Programme Guide” or “EPG” | means an electronic program guide maintained by the DTH Service Provider that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programs. |
| “Equipment” | means and includes the IRDs and the Viewing Card(s), collectively referred to as Equipment. |
| “Fingerprinting” | means a process whereby code words/numbers are made overtly to appear on the screen of a television and / or covertly in the signal of a Subscribed Channel that enables identification of the Viewing Cards being used to access the signal. |
| “Integrated Receiver Decoder” or “IRD” | means a device, decoder, receiver cum decoder used in conjunction with a Viewing Card by the DTH Service Provider in order to receive a Television Channel and may include a remote control, where applicable and which has the recommendation/ approval of Broadcaster on the basis of mutually agreed parameters between the parties. |
| “Promotional Material” | means such materials, information, merchandise, etc. made by the Broadcaster, or by the DTH Service Provider for the purpose of promoting the Subscribed Channels/ programmes of the Subscribed Channels, and shall without limitation include flyers, banners, hoardings, stickers, 40 handouts, etc. “Material Breach” includes but is not limited to any of the following breaches of the terms and conditions of this Agreement i) non payment or part payment of the subscription amounts which have been established to be due and outstanding in terms of the mutually agreed procedure for determining the due and outstanding payment of subscription amounts. ii) in the event of a statement / warranty of the party is found to be untrue. iii) tampering with SMS records and failure to provide records despite the procedure of making such requests have been followed. iv) Change of location of IRDs/ Viewing Cards by the DTH Service Provider without consent of the Broadcaster. |
| “Notice” | means a written communication by one party to the other, issued pursuant hereunder and is addressed and delivered personally or by post at the place indicated in this Agreement or in the Addendum Agreements as the case may be as address for the purpose of the notice. |
| “Set Top Box” or “STB” | means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted/descrambled form subscribed pay channels through an addressable system. |

| | |
|---|---|
| “Pay Channel” | means a pay channel as defined under the Telecommunication (Broadcasting and Cable) Services (Second) Tariff Order, 2004 and specified in Annexure A to have been subscribed as a pay channel for distribution through the permitted distribution system to the subscribers directly or indirectly. |
| “Subscription Fee” | means the fee payable by the DTH Service Provider to the Broadcaster per subscriber per month in respect of any particular subscribed channel or in respect of any particular subscribed bouquet of channels as per the revenue share arrangement indicated in clause 3.1.3 of this Agreement. |
| “Total Subscription Amount” | means the total amount payable by the DTH Service Provider to the Broadcaster for each month. It shall be calculated by taking the subscription fee for each channel or bouquet of channels and multiplying the same by the number of subscribers for that channel or bouquet of channels, as the case may be, as reflected in the SMS of the DTH Service Provider and by adding up the sums in respect of all channels and bouquets of channels covered under this Agreement. |
| “Subscriber” | means a person who receives the services described in clause 1.1 of Article 1 of the Agreement read with Annexure A, either in full or in part, through the permitted Distribution System either directly or indirectly from the DTH Service Provider without transmitting it to any other person and has been declared to be a subscriber for such service as per the Subscriber Management System (SMS) installed at the Head End of the DTH Service Provider. For the purpose of the definition every television set connected to a Set Top Box located within duly occupied residential flats, apartments, or other residential dwelling units located in single unit or multiunit buildings or a place indicated for receiving the Subscribed Channels from the DTH Service Provider shall be counted as one subscriber. |
| “Subscribed Channels” | means the channels as described in Item (1)(A) and (1)(B) of Annexure A to this Agreement. |
| “Subscriber Management System” or “SMS” | means a system or device which stores the subscriber records and details with respect to name, address etc as well as information regarding the hardware being utilized by the subscriber, channels /bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation / deactivation dates and time for any channel or bouquet of channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid by the subscriber for each billing period. |
| “Services” | means Services referred in Clause 1.1 of Article 1 and described appropriately in Annexure A of this Agreement. |
| “Term” | means the term of this Agreement as specified in clause 1.3 of Article 1. |
| “Viewing Card” | means the Broadcaster-approved viewing card to be used in conjunction with the IRD for the DTH Service Provider to access and decode each Subscribed Channel. |

B. INTERPRETATION

In this Agreement, unless the context otherwise requires:

(a) Any reference to the singular in the Agreement shall include a reference to the plural and vice versa and words importing one gender only shall include all other genders unless the context otherwise requires.

(b) The word "person" shall include individuals, corporations, partnerships, association of persons and any other entities;

(c) Any references to Article, clauses, sub-clauses, appendices, annexure and schedules are references to Articles, clauses, sub-clauses, appendices, annexure and schedules to the Agreement unless the context otherwise expressly provides;

(e) References to a "month" are to a calendar month;

(f) Headings and titles are for ease of reference only and shall not affect the interpretation of this Agreement and in no way be read to give a construction not harmonious with the interpretation of various clauses of this Agreement done otherwise independent of the title.

(g) Any reference to law, regulation, statutory provision, order, guideline, policy, etc, includes references to such law or regulation or provision, order, guideline, policy, etc., as modified, codified, amended or re-enacted from time to time.

**For and on behalf of For and on behalf of Ushodaya Enterprises Pvt
Ltd M/s.
(Television Division)**

Authorised Signatory Authorised Signatory

In the presence of In the presence of

- 1. 1.
- 2. 2.