

Terms and conditions of the "Reference Inter-Connect Offer" of MAVIS SATCOM LTD CHENNAI for DTH Platforms (Non-Commercial) under "The Telecommunication(Broadcasting and Cable Services)Interconnection (Fifth Amendment) Regulation, 2009" No.4 of 2009, Notification dated 171'h March, 2009

The terms mentioned in this Reference Interconnect Offer (RIO) are the broad terms, on acceptance of which the parties shall have to enter in to a detailed Subscription Agreement ('Agreement') containing all the terms and conditions to enable the DTH Platform to distribute the Channels from its DTH Platform.

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| <p>Preliminary Requirements</p> | <p>1. Depending on its category, the Affiliate would need to Provide to MAVIS SATCOM LTD CHENNAI the documents specified in</p> <p>Annexure 'I' below.</p> <p>2. The Applicant shall also provide the specifications of the encryption systems (the "Encryption System") to encrypt content on the Platform.</p> <p>3. The Affiliate shall further confirm that its SMS is capable of handling 1 million subscribers and the SMS is also capable of providing such reports/ information as may be required under this Agreement and as specified by TRAI regulations .</p> |
| <p>Applicant Registration</p> | <p>Along with the request for entering into an interconnection agreement, the Applicant must provide a certified copy of the valid license certificate/ license issued by the Ministry of Information and Broadcasting, India authorizing the Applicant to operate a Direct to Home Network. Any requests made without a copy of a valid license to operate a DTH network shall not be entertained . The Applicant would further need to undertake that the registration certificate would be renewed before expiry.</p> |
| <p>Parties</p> | <p>MAVIS SATCOM LTD CHENNAI and Licensed DTH operator (hereinafter, referred to as the "AFFILIATE").</p> |
| <p>Term</p> | <p>The "Term" of the Agreement shall be One year from the date of signing of the Agreement.</p> <p>The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.</p> |

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| Territory | Territory of India |
| Channels | As set out in Annexure II |
| Rights | <p>The parties agree that on signing of the Agreement, AFFILIATE shall have the non-exclusive right to distribute the channels from its DTH platform, simultaneously upon receipt of signal without interruption, editing, interference or alteration, to its subscribers only, hereinafter referred to as "subscriber", as defined in this offer. For the sake of clarity, the AFFILIATE hereby specifically understands and acknowledges that the AFFILIATE shall not have the right to upgrade the Channels from standard definition mode to high definition mode (by using any technology now available or which may become available in future) at the time of distributing the Channels from its DTH platform. All other rights and means of distribution not specifically and expressly granted to AFFILIATE are expressly excluded and reserved by MAVIS SATCOM LTD CHENNAI.</p> <p>For the purpose of this Agreement, Subscriber means any person or entity having access to the channels upon the authorization of Affiliate. For the purpose of this Agreement, Subscribers shall mean and include (i) residential Subscribers and (ii) all establishments other than those provided for in the second Proviso of Clause 13.2A.1 of "The Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation 2009, Notification dated 17th March, 2009.</p> <p>AFFILIATE shall, under no circumstance, sub license and / or assign and / or transfer the rights granted to it by MAVIS SATCOM LTD CHENNAI.</p> <p>No time shift or multiplex rights are granted for the STB's of AFFILIATE. Any technology/ mechanism that permits the subscriber to record the programmes of the channel/ s such as PVR, etc. shall not be used by the AFFILIATE. Distribution permitted to STB's of AFFILIATE only. Mobile, broadband, PC, Internet, wireless, IPTV, HITS, Pay per View and all other non television equivalent rights not granted herein are expressly withheld by MAVIS SATCOM LTD CHENNAI.</p> |
| Obligations | Both parties shall comply with all applicable rules, |

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| | <p>regulations, laws, bye laws, notification and regulatory orders.</p> |
| <p>License Fee</p> | <p>The license fee payable by the Affiliate for the channels of MAVIS SATCOM LTD CHENNAI, on the basis of bouquet and on ala carte basis have been provided in Annexure II.</p> <p>For each month or part thereof during the Term of the agreement, the AFFILIATE shall pay to MAVIS SATCOM LTD CHENNAI the Monthly Licence Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.</p> <p>The a-la-carte and bouquet "Rate" per Subscriber is set out in Annexure II to this RIO. The rates mentioned in the Annexure II to this RIO, as referred to above, are exclusive of all taxes and levies.</p> <p>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 two.</p> <p>For the purpose of calculation of the Monthly License Fee payable MAVIS SATCOM LTD CHENNAI, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of MAVIS SATCOM LTD CHENNAI through the AFFILIATE.</p> <p>MAVIS SATCOM LTD CHENNAI shall be entitled to increase the Licence Fees payable pursuant to this clause in accordance with the TRAI regulations during the term of this agreement. The increased license fee will become payable immediately after issuance of notification by TRAI. In the event of any of the MAVIS SATCOM LTD CHENNAI FTA channels being converted to pay or any pay channels converting to FTA in future, the parties shall negotiate the rates on mutual discussions while adhering to the applicable regulations.</p> <p>Payment of the License Fee shall be subject to deduction of any withholding tax / TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended, AFFILIATE shall provide tax withholding certificates to MAVIS SATCOM LTD CHENNAI within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p> <p>Calculation of License Fee:</p> <p>I. In case a AFFILIATE avails one or more bouquet(s) of</p> |

MAVIS SATCOM LTD CHENNAI

- (a) If the AFFILIATE is providing the bouquet(s) as a whole to its DTH subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the bouquet(s).
- (b) If the AFFILIATE does not offer such opted bouquet(s) as a whole to its direct to home subscriber but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to MAVIS SATCOM LTD CHENNAI for such entire opted bouquet by the AFFILIATE, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.

II. In case a AFFILIATE avails one or more or all channels of MAVIS SATCOM LTD CHENNAI on ala carte rate basis:

- (a) If the AFFILIATE is providing the channels on ala carte basis to its DTH subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure II multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.
- (b) if the AFFILIATE does not offer such opted ala carte channel(s) as ala carte to its direct to home subscriber but offers the ala carte channel(s) in packages, then the payment to MAVIS SATCOM LTD CHENNAI for each of the ala carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed .

III. In case a AFFILIATE avails one or more channels on ala carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of MAVIS SATCOM LTD CHENNAI:

- (a) For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause I above.

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| | (b) For ala carte channels, the monthly licence fee shall be calculated on the basis of sub clause II above . |
| Security Deposit | The AFFILIATE shall pay an interest free security deposit at the time of execution of this agreement, of Rs.5,00,00,000/- (Rupees Five Crores only) which shall be refunded by MAVIS SATCOM LTD CHENNAI to the AFFILIATE upon expiry of the term of this agreement or extended term if applicable, provided however MAVIS SATCOM LTD CHENNAI will at all times have the right to set off any outstanding payments owed to them by the AFFILIATE on account of subscription fee against the security deposit. |
| Delivery and Security | All MAVIS SATCOM LTD CHENNAI Channels must be delivered by AFFILIATE to subscribers in a securely encrypted manner and without any alteration, including, without limitation, upgrading the Channels from standard definition mode to high definition mode (by using any technology now available or which becomes available in future) at the time of distributing the Channels from its DTH platform. The uplink specifications, satellite capacity and infrastructure allocated by AFFILIATE in respect of the broadcast signal of the MAVIS SATCOM LTD CHENNAI Channels by AFFILIATE to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its DTH platform . |
| Tiering | The affiliate undertakes to MAVIS SATCOM LTD CHENNAI that the channels shall not be disadvantaged or otherwise treated less favourably by the operator with respect to competing channels on a genre basis while including the channels in any package or tier. Further the affiliate shall keep MAVIS SATCOM LTD CHENNAI informed of the packages or tier in which the channels are made available and any shift of the channel(s) shall be only after providing 15 days prior written intimation by the affiliate to MAVIS SATCOM LTD CHENNAI |
| Payment Terms | The Monthly Licence Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the AFFILIATE by MAVIS SATCOM LTD CHENNAI without any deduction except deduction of withholding tax/TDS as provided in this RIO. Within seven days of end |

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| | <p>of each month, the AFFILIATE shall provide opening, closing and average number of subscribers for that month, based on which MAVIS SATCOM LTD CHENNAI shall raise an invoice on the AFFILIATE. In case the AFFILIATE fails to send the report within the said period of seven days, MAVIS SATCOM LTD CHENNAI shall have the right to raise a provisional invoice and the AFFILIATE shall be under obligation to pay the license fee on the basis of such provisional invoice in accordance with the terms of this clause. However the provisional invoice shall be for an amount not more than the monthly license fee payable by the AFFILIATE for the immediately preceding month. On receipt of the report from the AFFILIATE, the parties would conduct reconciliation between the provisional invoice raised by JAY A TV NETWORK CHENNAI and the report sent by the AFFILIATE.</p> <p>The AFFILIATE shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the AFFILIATE shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 14 %. The imposition and collection of interest on late payments does not constitute a waiver of the AFFILIATE' s obligation to pay the License Fee by the Due Date, and MAVIS SATCOM LTD CHENNAI shall retain all of its other rights and remedies under the Agreement.</p> <p>All Licence 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 AFFILIATE' s cost and will be charged at the prevailing rates by MAVIS SATCOM LTD CHENNAI to the AFFILIATE .</p> <p>If payment of the Licence Fee is subject to deduction of any withholding tax/ TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, the AFFILIATE shall provide tax withholding certificates to MAVIS SATCOM LTD CHENNAI within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p> |
| EPG | <p>Before the signing of the agreement, AFFILIATE shall apprise and make available to J AYA TV NETWORK CHENNAI the E PG (Electronic Programme guide) policy of the AFFILIATE DTH platform.</p> |

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| | <p>During the entire duration of the term, the EPG of AFFILIATE shall always contain the information of the programs being shown on all MAVIS SATCOM LTD CHENNAI channels in a manner approved by MAVIS SATCOM LTD CHENNAI without any cost or fee to MAVIS SATCOM LTD CHENNAI. AFFILIATE shall provide the format in which the said information regarding all the channels shall be furnished by MAVIS SATCOM LTD CHENNAI.</p> |
| Alteration of Service | <p>AFFILIATE shall carry each of channels in their entirety, at the time transmitted by MAVIS SATCOM LTD CHENNAI licensors without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic overlays, pull-through or crawls, deletions or additions, upgrading from standard definition mode to high definition mode. MAVIS SATCOM LTD CHENNAI and its licensors reserve the right to alter any or all of the channels, including the names of the channels and the programming exhibited on the channels.</p> |
| Authorised Transmission/Security | <p>AFFILIATE shall transmit each of the channels to subscribers located in the Territory and shall scramble the signal for such transmission in a mode acceptable to MAVIS SATCOM LTD CHENNAI. During the Term, AFFILIATE's transmitting facilities shall be fully capable of individually addressing subscribers on a program-by-program and decoder-by-decoder basis. AFFILIATE shall install decoding equipment and all other equipment necessary to receive and distribute the channels, at its own cost and expense. MAVIS SATCOM LTD CHENNAI shall have the right in its sole discretion, after providing a notice of 21 days to cure any non-conformity, and in case such non-conformity is not cured within the said 21 days, to either suspend the transmission of any or all of the channels by AFFILIATE, or to immediately terminate this</p> <p>agreement, if AFFILIATE distributes any or all of the channels in a manner not authorized or for a purpose not specifically provided for by this agreement.</p> <p>AFFILIATE shall use its best efforts to maintain for the channels first class signal transmission quality in accordance with the best possible industry standards in the Territory.</p> |
| Security Systems | <p>In order to prevent theft, piracy, unauthorised retransmissions, redistribution or exhibition, copying or</p> |

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| | <p>duplication of the channel, in whole or in part, (collectively, "Piracy"), AFFILIATE shall, prior to the commencement of the Term and at all times during the Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (collectively, the "Security Systems") as may be specified (security specifications) in a non discriminatory manner in writing from time to time by the MAVIS SATCOM LTD CHENNAI.</p> |
| <p>Technical Audit</p> | <p>To ensure AFFILIATE's ongoing compliance with the security requirements set out in the agreement, MAVIS SATCOM LTD CHENNAI may require technical audits conducted by an independent security technology auditor, approved by MAVIS SATCOM LTD CHENNAI in writing (Technical Auditor) no more than twice per year during the Term (Technical Audit(s)) at MAVIS SATCOM LTD CHENNAI cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the AFFILIATE or MAVIS SATCOM LTD CHENNAI then MAVIS SATCOM LTD CHENNAI shall work with the AFFILIATE in resolving the issue in next (14) business days. If a solution is not found in the said 14 days then MAVIS SATCOM LTD CHENNAI may, in its sole discretion, suspend AFFILIATE's right to distribute the channels or take other actions as provided under the agreement, until such systems, procedures and security measures have been corrected to MAVIS SATCOM LTD CHENNAI's sole satisfaction. AFFILIATE shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the AFFILIATE to MAVIS SATCOM LTD CHENNAI's satisfaction.</p> |
| <p>Anti-Piracy</p> | <p>AFFILIATE shall deploy finger printing mechanisms (hereinafter referred to as "Finger Printing" to detect any piracy, violation of copyright and unauthorised viewing of the channels, distributed / transmitted through its platform at least every 10 minutes or at such interval(s) as may be advised by MAVIS SATCOM LTD CHENNAI on 24 x 7 x 365(6) basis.</p> <p>AFFILIATE shall not authorise, 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 AFFILIATE at the time the channels are made available. If AFFILIATE becomes aware that any unauthorised third party is recording,</p> |

duplicating, cablecasting, exhibiting or otherwise using any or all of the channels for any other purpose, AFFILIATE shall within 10 minutes so notify MAVIS SATCOM LTD CHENNAI and AFFILIATE shall switch off the concerned set top box to prevent such unauthorised use. AFFILIATE shall not authorise or permit the exhibition of any or all of the channels or any portion of the channels at any place where admission for exhibition of such channels is charged, or use the rights granted to it for any unlawful purpose. If so instructed by information (as defined below) by MAVIS SATCOM LTD, AFFILIATE shall shut off or de-authorise the transmission to any unauthorised subscriber/ subscriber indulging in piracy, within 10 minutes after it receives any information from MAVIS SATCOM LTD. Any communication under this clause shall be considered as valid information only if (i) the information is sent through e mail in a format as mutually agreed by the parties and (ii) the information is sent by a person(s) who is designated to send such information. However the "information" may even be provided by MAVIS SATCOM LTD CHENNAI representatives through other means of communications such as telephonic message, fax etc and the said "information" shall later be confirmed by MAVIS SATCOM LTD CHENNAI through e mail and AFFILIATE shall be under obligation to act upon such information. The detailed Anti Piracy requirements of MAVIS SATCOM LTD CHENNAI are enclosed as Annexure III which forms an integral part of the Agreement.

It is further agreed between the parties that the parties shall cooperate and both the parties shall take all feasible and necessary steps as may be deemed fit for prevention of the piracy.

Reports & Audit

AFFILIATE will maintain at its own expense a subscriber management system (SMS) which should be fully integrated with the CAS (Conditional Access System).

The parties agree that AFFILIATE will prepare and provide such reports as may be reasonably specified by MAVIS SATCOM LTD CHENNAI, during the term of the agreement containing inter alia the total number of subscribers subscribing to the MAVIS SATCOM LTD CHENNAI channels, number of subscribers of a particular tier / package etc. within 7 days of end of each month. AFFILIATE shall supply to MAVIS SATCOM LTD CHENNAI within 15 days after the end of each quarter a

statement attested by Senior Management Personnel of AFFILIATE certifying as to the completeness and accuracy of all information contained in all Subscriber Reports relating to such year.

MAVIS SATCOM LTD CHENNAI's representatives 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, books and all relevant records of AFFILIATE relating to the channels for the purpose of verifying the amounts properly payable to MAVIS SATCOM LTD CHENNAI under the agreement, the information contained in Subscriber reports and full compliance with the terms and conditions of the agreement. If such review and or audit reveals that additional fees are payable to MAVIS SATCOM LTD CHENNAI, AFFILIATE shall immediately pay such fees, as increased by the Late Payment Interest Rate. If any fees due for any period exceed the fees reported by AFFILIATE to be due for such period by two (2) percent or more, AFFILIATE shall pay all of MAVIS SATCOM LTD CHENNAI's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.

AFFILIATE shall maintain all customer databases compiled by AFFILIATE under the agreement. AFFILIATE will maintain at its own expense a subscriber management service (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 data base 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 authorised AFFILIATE agents for the sale to Subscribers of programming packages;
- (v) Obtaining and distributing receivers and smartcards, if

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| | <p>applicable, to subscribers, and issued replacement smartcards from time to time in its discretion; and</p> <p>(vi) Enable new subscribers via the SMS over-the-air addressing system and disable defaulting subscribers from time to time in its discretion.</p> |
| <p>Termination and Suspension</p> | <p>Either Party has a right to terminate this Agreement with written notice, subject to applicable Laws, to the other party in the event of:</p> <ol style="list-style-type: none"> 1. material breach of this Agreement by the other Party has not been cured within thirty (30) days of being required writing to do so; 2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. The DTH license or any other material license necessary for AFFILIATE to operate its DTH service being revoked anytime other than due to the fault of AFFILIATE . <p>MAVIS SATCOM LTD CHENNAI shall have the right to terminate this Agreement by a written notice to AFFILIATE if</p> <p>(i) AFFILIATE breaches any of the Anti Piracy Requirements and fails to cure such breach within Ten (10) days of being required in writing to do so; or</p> <p>(ii) Delay in payment of license fee beyond the timeframe contemplated in this agreement and fails to pay within 30 days from the date of issue of notice by MAVIS SATCOM LTD CHENNAI; or</p> <p>(iii) MAVIS SATCOM LTD CHENNAI discontinues the Channels with respect to all distributors in the Territory and provides AFFILIATE with at least ninety (90) days prior written notice.</p> <p>AFFILIATE shall have the right to terminate this Agreement on 90 days written notice to MAVIS SATCOM LTD CHENNAI if AFFILIATE discontinues its DTH business. Termination of this agreement shall be in whole and cannot be in part with respect to any particular MAVIS SATCOM LTD CHENNAI. 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> |

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| <p>Effect of Termination</p> | <p>Upon expiration or termination of the agreement, all rights granted to and obligations undertaken by, the parties under this agreement shall terminate immediately except:</p> <ul style="list-style-type: none"> (i) AFFILIATE' s obligations to pay Subscription Fees accrued under the Agreement upon or prior to the expiration or termination of the agreement; and (ii) The indemnity obligations of the parties; and (iii) The confidentiality obligations of the parties; and (iv) Such other r ights as may a ccru e to the parties under applicable laws. <p>In addition, AFFILIATE shall forthwith:</p> <ul style="list-style-type: none"> (v) cease to use the Intellectual Property Rights of MAVIS SATCOM LTD CHENNAI. and shall sign such confirmation of cessation of use of such Intellectual Property Rights as MAVIS SATCOM LTD CHENNAI may require; (vi) cease to provide or distribute/ transmit the channels to the subscribers; (vii) return back to MAVIS SATCOM LTD CHENNAI the Decoders. <p>The expiry or termination of the agreement shall be without prejudice to any rights which have already accrued to either party under the agreement prior to the date of expiry or termination.</p> |
| <p>Regulatory Intervention</p> | <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 Minister of Inf ormation and Broadcasting and the Telecom Regulatory Authority or any final unappealable order of any competent court or tribunal which world 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 eff ect 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> |

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| <p>Indemnification & Limitation on Liability</p> | <p>Each Party shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys fees) arising out of any breach by the indemnifying party of any provision herein .</p> <p>Neither Party shall be liable to the other for any indirect, special or consequential loss or damages arising under this Agreement, except that each party is indemnified with respect to third party claims.</p> |
| <p>Force Majeure</p> | <p>Failure on the part of the either party to perform any of its obligations and the non-providing of the service, shall not entitle the other party to raise any claim against the either party or be a breach hereunder 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 the agreement will be delayed, the period of such delay will not be counted on in computing periods prescribed by the agreement. Force Majeure will include any war, civil commotion, governmental action, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of the either party. Lack of funds shall not in any event constitute or be considered an event of force Majeure. If the conditions of force Majeure shall continue for a period exceeding sixty (60) days, then the parties shall meet to decide upon the future performance of the agreement. If the parties are unable to agree upon a plan for future performance then the agreement shall be terminated upon notice of either party to the other, on the thirtieth day after the notice is given.</p> |
| <p>Governing Law and Jurisdiction</p> | <p>This Agreement shall be exclusively governed by the laws of India. In case of any dispute between the parties, the Parties shall try to resolve such dispute by negotiations between the respective senior management personnel of the parties. The Parties acknowledge that TDSAT shall have exclusive jurisdiction in respect of any dispute between the parties arising in connection with this Agreement.</p> |

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorised representatives.

MAVIS SATCOM LTD CHENNAI

By : -
Name : -
Title: -
Date: -

By : _____
Name: -
Title: -
Date: -

ANNEXURE I

- A. If the Affiliate is an individual or a sole proprietor:
- (a) Photograph of the proprietor of the Applicant firm.
 - (b) Proof of residence - Passport / Voter's ID Card/ ration card/ Electricity bill / Income Tax Returns.
 - (c) Self attested copy of Passport / Voters ID / PAN Card / Driving license for signature verification.
- B. If the Affiliate is a partnership firm:
- (a) Certified true copy of the registered Partnership Deed .
 - (b) Separate powers of attorney signed by all partners authorising the signatory to sign this Agreement and any amendment thereto and all related documents on behalf of the Firm.
 - (c) Photograph of the signatory.
Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorised signatory.
 - (d) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorised signatory.
- C. If the Affiliate is a company:
- (a) The Certificate of Incorporation - certified by the Company Secretary / Director. (b) Memorandum and Articles of Association of the company.
 - (c) Board resolution certified by the Company Secretary/ Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
 - (d) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorised signatory.
 - (e) Photograph of the signatory.
- D. If the Affiliate is a Hindu Undivided Family "HUF"
- (a) The photograph of the Karta .
 - (b) The Proof of Residence - Voters Identity Card or Passports of Karta or Electricity bill / Income Tax returns.
 - (c) The names of all coparceners and his/ her relation with the Karta.
 - (d) Relevant documents, including any Partition Deed, Family Settlement Deed,etc.
 - (e) Copy of Passport / Voters ID / PAN Card / Driving Licence for signature verification attested by the Karta.
- E. If the Affiliate falls into the 'Other' category
- (a) Such documents as required by MAVIS SATCOM LTD.

ANNEXURE II

MAVIS
SATCOM
LTD
BOUQUET :

| S.No. | Channels | Rate |
|-------|----------|-----------|
| 1. | JAYA TV | Rs. 10.50 |
| 2. | JAYAPLUS | |
| 3. | JAYA MAX | |
| 4. | JMOVIE | |

A la Carte:

| S.No. | Channels | Rate |
|-------|----------|----------|
| 1. | JAYA TV | Rs.3.78 |
| 2. | JAYAPLUS | Rs. 1.68 |
| 3. | JAYA MAX | Rs.2.52 |
| 4. | JMOVIE | Rs.2.52 |

This Rate card (ANNEXURE II) is filed without prejudice to our rights and contentions and are subject to the final outcome of the Civil Appeal Nos. 2847 - 2854 of 2011 pending adjudication before the Honorable Supreme court and any other proceedings initiated by any other Broadcaster in relation to the Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable systems) Tariff Order, 2010 dated 21st July 2010.

Annexure III

MAVIS SATCOM LTD CHENNAI's Anti-piracy
requirements

ANTI-PIRACY TERMS FOR A COMPANY PROVIDING PAY DTH SERVICE IN INDIA
("AFFILIATE")

1. General

1.1 AFFILIATE shall take all necessary actions to prevent any unauthorised access to the Channels in the Territory.

2. Set Top Units, Smart Cards, Systems and Procedures.

2.1 In order to ensure that each Set Top Unit is capable of being used for Fingerprinting, AFFILIATE shall ensure that the Set Top Unit supplied to Subscribers conforms to the BIS standards.

- a) All the STBs should have embedded Conditional Access.
- b) The STB should be capable of decrypting the Conditional Access inserted by the Headend.
- c) The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
- d) The STB should be individually addressable from the Headend.
- e) The STB should be able to take the messaging from the Headend.
- f) The messaging character length should be minimal 120 characters. g) The STB should have forced messaging capability.
- h) There should be a system in place to secure content between de cryption & decompression within the STB.
- i) The STBs should be addressable over the air to facilitate Over the Air (OTA) software upgrade.

2.2 AFFILIATE 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 AFFILIATE or by its authorised dealers and such sales are only made to bona fide Subscribers residing in the Territory and installations are made at a Subscriber's address. Adequate systems, processes and controls shall include, without limitation, AFFILIATE:

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 Clause 2.4;

- 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/ sales unit, prior to activation of any Set Top Unit and Smart Card;
- 2.2.3 investigating any multiple Smart Cards issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;
- 2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;
- 2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;
- 2.2.6 requiring that for every change of address on the system and therefore re-location of a Set Top Unit, there is an independent physical verification of the new 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 The AFFILIATE shall ensure that the services of MAVIS SATCOM LTD CHENNAI shall be provided to the subscribers only through CAS/SMS and no services shall be provided without recording, authorization, billing and accounting through the said system and such system must have the features of finger printing (FP) and On Screen Display (OSD) to be shown on various location, frequencies and duration as advised by MAVIS SATCOM LTD CHENNAI from time to time. The Finger Printing & On Screen Display should not be removable by the Subscriber and should be controllable as and when required.

It is acknowledged and agreed that the AFFILIATE install the process for FP whereby code words/ numbers etc. are made overtly to appear on the screen of a television screen and / or covertly in the signal of the Channel that enables identification of the Viewing Cards being used to access the signal.

The AFFILIATE shall ensure that:

- (a) Finger Printing shall be visible in the Electronic Program Guide (EPG), Picture in Picture (PIP) or in any other mode in which the Service is available. Finger Printing should be possible on single and/ or all the Channels.
- (b) CEs should support both Finger Printing as well as On Screen Display messaging.
- (c) Remote access (e.g. through dial up or otherwise) to Accessible System of the Affiliate should be provided to MAVIS SATCOM LTD CHENNAI in order to verify the Subscriber numbers by MAVIS SATCOM LTD;

- (d) The CAS of the AFFILIATE must have a log of all the actions performed on the CE at least for the past one year which shall inter-alia include activation/ deactivation, Finger Printing triggers etc;
- (e) The Finger Printing should not be removable by the Subscriber or any other person.
- (f) The AFFILIATE shall not resort to and, or, use any method technology, software now known or hereinafter devised to subvert the Addressable System to the detriment of the interests of the Company.
- (g) The Smart card (VC card) and the STB should be paired in such a way that without any of these individual components or changing any one of those should not enable the services. This combination should support fingerprinting and for any reason if the fingerprinting is not available on change of any of these components then the broadcaster has right to discontinue the services.
- (h) To have strict security measures against piracy of the viewing / smart card including piracy by cable operators. The AFFILIATE shall be solely and completely responsible for monitoring and eliminating piracy by Cable TV operators using the STBs of the AFFILIATE.

In case the security of CAS/SMS is breached, or if the Services are distributed by Affiliate without Finger Printing or On Screen Display, MAVIS SATCOM LTD CHENNAI reserves the right to discontinue its services as per the terms of this Agreement and TRAI Regulations without prejudice to any other rights.

2.4 AFFILIATE 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 Clause 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.

2.5 AFFILIATE represents, warrants and undertakes that all installations of Set Top Units and Smart Cards are done directly by AFFILIATE 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 Clause 2.2.1, AFFILIATE' s subscriber management system shall contain all of the following information items for each Subscriber prior to activation of a Smart Card and Set Top Unit for such Subscriber :

- 2.4.1 Name;
 - 2.4.2 Installation address;
 - 2.4.3 Billing address (if different);
 - 2.4.4 Telephone number of the installation address, where applicable;
 - 2.4.5 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 Email ID
 - 2.4.11 Mobile No.
 - 2.4.12 Smart Card number; and
 - 2.4.13 Unique Set Top Unit number.
- 2.5 AFFILIATE 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, AFFILIATE 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.

- 2.8 AFFILIATE 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 Clause 2.4; and
 - (b) enables the location of each and every Set Top Unit and Smart Card to be recorded.

3. Fingerprinting

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

- a) The Finger printing should be on the top most layer of the video.
- b) The Finger printing should be such that it can identify the unique SIB number or the unique Viewing Card (VC) number .
- c) The Finger printing should appear on all the screens of the SIB, such as Menu, EPG etc. d) The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.
- e) The Finger printing should be able to give the numbers of characters as to identify the unique SIB and/ or the VC.
- f) The Finger printing should be possible on global as well as on the individual SIB basis. g) The Overt finger printing and On screen display (OSD) messages of the respective broadcasters should be displayed by the MSO/ LCO without any alteration with regard to the time, location, duration and frequency.
- h) No common interface Customer Premises Equipment (CPE) to be used. i) The SIB should have a provision that OSD is never disabled.

- 3.2 AFFILIATE 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 AFFILIATE or by the Licensor .

- 3.3 AFFILIATE 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 AFFILIATE 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 making or tampering with respect to time, location, duration and frequency;
- 3.4.2 Fingerprinting to be provided by AFFILIATE on the Channels, as per the scheme provided by the Licensor; the Licensor 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. CAS & SMS REQUIREMENTS:

- 4.1 The current version of the conditional access system should not have any history of the hacking.
- 4.2. The fingerprinting should not get invalidated by use of any device or software.
- 4.3 The STB & VC should be paired from head-end to ensure security.
- 4.4 The SMS and CA should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, the CA system should be independently capable of generating log of all activations and deactivations.
- 4.5 The CA company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
- 4.6 The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
- 4.7 The SMS should be computerized and capable to record the vital information and data concerning the subscribers such as:
 - a. Unique Customer Id
 - b. Subscription Contract no
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline no
 - g. Mobile No
 - h. Email id
 - i. Service / Package subscribed to
 - j. Unique STB No
 - k. Unique VC No

- 4.8 The SMS should be able to undertake the:

- a. Viewing and printing historical data in terms of the activations, deactivations etc b.
Location of each and every set top box/ VC unit
 - c. The SMS should be capable of giving the reporting at any desired time about: i. The total no subscribers authorized
 - ii. The total no of subscribers on the network
 - iii. The total no of subscribers subscribing to a particular service at any particular date. iv. The details of channels opted by subscriber on a-la carte basis.
 - v. The package wise details of the channels in the package. vi.
The package wise subscriber numbers.
 - vii. The ageing of the subscriber on the particular channel or package
 - viii. The history of all the above mentioned data for the period of the last 2 years
- 4.9 The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
- 4.10. Both CA & SMS systems should be of reputed organization and should have been currently in use by other pay television services that have an aggregate of at least one million subscribers in the global pay TV market.
- 4.11 The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
- 4.12 The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.
- 4.13 The CA & SMS system suppliers should have the technical capability in India to be able to maintain the system on 24x7 basis throughout the year.
- 4.14 CAS & SMS should have provision to tag and blacklist VC numbers and STB numbers that have been involved in piracy in the past to ensure that the VC or the STB can not be re-deployed. "

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 Subscriber,
 - 5.1.3 Smart Card is being used for viewing the Channels anywhere other than the registered address of a 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 the Licensor or AFFILIATE becomes aware of a Piracy Event then AFFILIATE shall take all necessary steps to prevent or to stop such unauthorised or illegal use of the Channels or signals thereof.
 - 5.2.1 In the event the Licensor decides to take legal or other action against any infringing party committing or causing any Piracy Event, AFFILIATE shall provide all reasonable assistance to the Licensor to prevent or combat such Piracy Event.
 - 5.2.2 If AFFILIATE wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of the Licensor, where the Licensor shall be one of the parties to such action, it shall notify the Licensor in writing and seek the Licensor's prior written consent. Where the Licensor consents to AFFILIATE taking legal or other action on behalf of the Licensor, AFFILIATE shall keep the Licensor fully informed of the progress of such action. AFFILIATE shall not settle, attempt to settle or otherwise compromise the rights of the Licensor or its Affiliates without the prior written consent of the Licensor.
- 5.3 AFFILIATE 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 AFFILIATE shall investigate and report to the Licensor any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a Set Top Unit and/ or Smart Card, or any illegal or unauthorised distribution or use of the Receiver Boxes, Set Top Units, Smart Cards or Viewing Cards or other equipment that enable access to the Channels.

6. Defined Terms

In these Anti-Piracy Terms, unless repugnant or contrary to the context hereof or otherwise defined herein, the following terms, when capitalized, shall have the meanings assigned when used herein:

"BIS" means the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.

"Channels" means all television channels licensed by Licensor to AFFILIATE.

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

"AFFILIATE" means a company providing pay DTH services in India.

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

"Licensor" means JAYA TV Distribution Services, a Unit of . "Receiver Box" means

the Licensor approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by AFFILIATE.

"Set Top Unit" means a device which is connected to or part of a television set and which allows a Subscriber to receive in descrambled form the Channels distributed by AFFILIATE.

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

"Subscriber" means any person or entity having access to the Channels upon the authorisation of AFFILIATE. For the purposes of these Anti-Piracy Terms, Subscriber means and include (i) Residential Subscriber and (ii) all establishments other than those provided for in Second Proviso of Clause 13.2A.1 of "The Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation 2009" No.4 of 2009, Notification dated 17th March, 2009.

"Territory" means the territorial boundaries of India.

"Viewing Card"
conjunction with
Channels.

means the Licensor-approved viewing card to be used in
the Receiver Box in order for AFFILIATE to access and decode the