

REFERENCE INTERCONNECT OFFER (“OFFER”) FOR DIGITAL ADDRESSABLE CABLE SYSTEMS (“DACS”) FROM E24 GLAMOUR LIMITED (E24) TO MULTI SYSTEM OPERATORS OF DIGITAL ADDRESSABLE CABLE SYSTEMS (“MSOs”)

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

The terms mentioned in this Reference Interconnect Offer (RIO) are broad technical and commercial terms and conditions including the terms and conditions mentioned in Schedule II to the Regulations applicable to MSOs of DACS retransmitting signals of the E24's Channels to Subscribers in terms of the Regulations. On receipt of a request from the MSOs in terms of Clause 3(3) of the Regulations, E24 and the concerned MSOs shall have to enter into a detailed Retransmission Agreement containing all the terms and conditions to enable the MSOs to avail the signals of the E24 Channels for further re-transmission to the Subscribers from its Platform.

Every MSO as defined in the Regulations, while seeking interconnection with E24 shall ensure that its Digital Addressable Systems (“DAS”) installed for the distribution of the TV channels meet the DAS requirements specified in Annexure III herein read with Schedule 1 to the Regulations as amended from time

Provided that in case E24 finds that the DAS being used by the MSO for distribution of TV channels does not meet the requirements specified in Schedule I of the Regulations, it shall inform such MSO who shall get its DAS audited by M/s Broadcast Engineering Consultants India Ltd. Or any other authority as may be specified by the Telecom Regulatory Authority of India by direction from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule I to the Regulations.

Defined Terms

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

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

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

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

“**Receiver Box**” or IRD means the E24 approved decoder, receiver or integrated receiver-decoders used in conjunction with a Viewing Card in order to facilitate the receipt of the signals of the Channels by the MSO.

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

“**Service Providers**” means each of the owners, operators or distributors of any of the E24 Channels

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

“**Viewing Card**” means the E24 approved viewing card to be used in conjunction with the Receiver Box in order for MSO to access and decode the Channels.

<p>1. Term</p>	<p>As mutually agreed between E24 and the multi system operator subject to a minimum of One (1) Year from the date of signing of the Agreement unless terminated earlier in accordance with the Agreement.</p> <p>The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties.</p>
<p>2. Territory</p>	<p>Territory As may be agreed between the Parties.</p>
<p>3. E24 Channels</p>	<p>The E24 Channels are set out in Annexure 1 (“E24 Channels”).</p> <p>E24 reserves the right at any time during the Term to remove any channel from the list of E24 Channels if it ceases to distribute such channel in the Territory and terminate the grant of the associated distribution rights to the MSO or to add any channel to the list of E24 Channels and to grant the distribution rights to MSO in respect of the new channel.</p> <p>If any channels are removed from the list of E24 Channels, the MSO shall not be required to pay License Fee for such removed channel from the date of removal of such E24 Channel. In the event the MSO has subscribed for the removed channel on bouquet basis, the License Fee payable pursuant to clause 6 by the MSO shall be amended by reducing the Rate of the bouquet of which such removed channel is a part, by the percentage sum of the published a la carte rate for the removed channel divided by the total published a la carte rates for all of the E24 Channels comprised in such bouquet.</p> <p>It is hereby clarified for the avoidance of doubt that if any Pay E24 Channels is converted into a Free-to-Air channel, the License Fee payable pursuant to clause 6 shall be amended as above.</p>
<p>4. Rights</p>	<p>Rights Granted: MSO shall have the non-exclusive right to retransmit the E24 Channels during the Term via the cable television network in the Territory on the digital “addressable systems” (as defined in the Regulations) owned and operated by the MSO (the “Platform”) for retransmission to Subscribers (as defined in clause 5 below).</p> <p>Excluded Rights: All other rights and means of retransmission not specifically and expressly granted to MSO are expressly excluded and reserved by E24 , including, but not limited to, transmission via any “headend-in-the-sky” (“HITS”) platform to cable operators, Direct to home transmission (“DTH”), IPTV systems, Internet, and mobile. For the avoidance of doubt, this also excludes distribution of any non-linear content of the E24 Channels through the Platform including, but not limited to time shifting/multiplexing/[PPV/VOD/SVOD],(whether currently existing or that may come into existence in the future.</p> <p>Manner of retransmission: The E24 Channels are to be continuously transmitted on the MSOs Platform simultaneously upon receipt of the signals from the respective Service Providers of the E24 Channels without any interruption, editing, interference, recording or alteration.MSO shall not sublicense any of its rights hereunder to any other person.</p>
<p>5. Subscribers</p>	<p>Subscribers for the purposes grant of retransmission rights shall mean a person who receives the signals of a service provider at a place indicated by him to the service provider without further transmitting it to any other person and includes Ordinary and Commercial Subscribers as defined in clause 2(o) and 2(t) of the Regulations unless specifically excluded. Subscriber for the purposes of calculation of the Monthly License Fee means, for any calendar month, each Set Top Box, which is availing the Channel(s) of E24 through the MSO.</p>

<p>6. Licence Fee</p>	<p>For each month or part thereof during the Term of the agreement, the multi system operator shall pay to E24 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 to this RIO. The rates mentioned in the Annexure 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 to E24, “Subscriber” means, for any calendar month, each Set Top Box, which is availing the Channel(s) of E24 through the multi system operator.</p> <p>Calculation of License Fee:</p> <p>I. In case a multi system operator avails one or more Bouquet(s) of E24:</p> <p>(a) If the multi system operator is providing the Bouquet(s) as a whole to its 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).</p> <p>(b) if the multi system operator does not offer such opted bouquet(s) as a whole to its 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 E24 for such entire opted bouquet by the multi system operator, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.</p> <p>II. In case a multi system operator avails one or more or all channels of E24 on ala carte rate basis:</p> <p>(a) If the multi system operator is providing the channels on ala carte basis to its subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the Annexure multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.</p> <p>(b) if the multi system operator does not offer such opted ala carte channel(s) as ala carte to its subscriber but offers the ala carte channel (s) in packages, then the payment to E24 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.</p> <p>III. In case a multi system operator 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 E24:</p> <p>(a) For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause I above.</p> <p>(b) For ala carte channels, the monthly license fee shall be calculated on the basis of sub clause II above.</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 from time to time.</p>
<p>7. Payment Terms</p>	<p>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 multi system</p>

	<p>operator by E24 without any deduction except deduction of withholding tax/TDS as provided in this RIO.</p> <p>Within seven days of end of each month, the multi system operator shall provide opening, closing and average number of subscribers for that month, based on which E24 shall raise an invoice on the multi system operator. In case the multi system operator fails to send the report within the said period of seven days, E24 shall have the right to raise a provisional invoice and the multi system operator 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 multi system operator for the immediately preceding month. On receipt of the report from the multi system operator, the parties would conduct reconciliation between the provisional invoice raised by E24 and the report sent by the multi system operator.</p> <p>The multi system operator shall be required to make payments by the Due Date in accordance with the terms hereof, and any failure to do so on the part of the multi system operator shall constitute a material breach hereunder. Late payments shall 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 1%. The imposition and collection of interest on late payments does not constitute a waiver of the multi system operator's obligation to pay the License Fee by the Due Date, and E24 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 multi system operator's cost and will be charged at the prevailing rates by E24 to the multi system operator.</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 multi system operator shall provide tax withholding certificates to E24 within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.</p>
<p>8. Taxes and Duties</p>	<p>All License Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at Operator's cost and will be charged at the prevailing rates by E24 to Operator.</p> <p>Any stamp duty payable on this Agreement shall be equally shared between the Parties. E24 shall pay the appropriate stamp duty in full and shall invoice MSO for its share of the stamp duty which MSO shall pay within fifteen (15) days of the date of the invoice.</p>
<p>9. Reports</p>	<p>Multi system operator will maintain at its own expense a subscriber management system ("SMS") which should be fully integrated with the CAS (Conditional Access System).</p> <p>Multi system operator shall provide to E24 complete and accurate opening and closing subscriber monthly reports for the E24 Channels and the tier and/or package containing the E24 Channels within seven (7) days from the end of each month in the format provided by E24.</p> <p>Such reports shall specify all information required to calculate the Monthly Average Subscriber Level (including but not limited to the number of Subscribers for each E24Channel and each package in which a E24 Channel is</p>

	<p>included) and the Licence Fees payable to E24 and shall be signed and attested by an officer of the multi system operator of a rank not less than Head of Department/Chief Financial Officer who shall certify that all information in the Report is true and correct.</p>
<p>10. Audit</p>	<p>E24'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 and records of Subscriber Management System of the multi system operator relating to the Channel(s) provided by the broadcaster for the purpose of verifying the amounts properly payable to E24 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 E24, the multi system operator shall immediately pay such fees, as increased by the E24</p> <p>Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the multi system operator to be due for such period by two (2) percent or more, multi system operator shall pay all of E24's costs incurred in connection with such review and / or audit, and take any necessary actions to avoid such errors in the future.</p> <p>The multi system operator shall remain the sole owner and holder of all customer databases compiled by the multi system operator under the Agreement.</p> <p>Multi system operator will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:</p> <ul style="list-style-type: none"> (i) maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing; (ii) administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration; (iii) handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints; (iv) administering payments of any commission fees from time to time payable to the multi system operator's authorised agents for the sale to Subscribers of programming packages; (v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and (vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
<p>11. Packaging</p>	<p>MSO undertakes to E24 that it shall package E24 Channels as per applicable law including but not limited to the Regulations;</p> <p>MSO undertakes to E24 THAT</p> <ul style="list-style-type: none"> • No E24 Channel shall be disadvantaged or otherwise treated less favourably by MSO with respect to competing channels on a genre basis; and • Included in any package or tier that contains any channel with pornographic

	content or any gambling channel.
12. Marketing	<p>E24 grants to MSO the non-exclusive right during the Term to use the E24 Marks solely in connection with Operator’s marketing and promotion of the E24 Channels as available on its Platform and in a manner that has been pre-approved by E24 .</p> <p>MSO agrees to give:</p> <ol style="list-style-type: none"> 1. an equivalent amount of marketing support for all E24 Channels as it provides to other channels of the same genre; 2. similar treatment to E24 Channels in all advertising material whereby E24 Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and 3. equal opportunity to E24 Channels for participation in events and promotions that MSO undertakes subject to commercial agreement for each event.
13. Delivery and Security	<p>All E24 Channels must be delivered by multi system operator to subscribers in a securely encrypted manner and without any alteration.</p> <p>The transmission specifications and infrastructure allocated by multi system operator in respect of the broadcast signal of the E24’s Channels by multi system operator to its subscribers shall be no worse than that of the cable signal of any other channel within the same genre on its digital addressable cable TV system platform.</p>
14. Anti Piracy	<p>In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as “Piracy”), the multi system operator shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the “Security Systems”) as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by the E24.</p> <p>To ensure the multi system operator’s ongoing compliance with the security requirements set out in the Agreement, E24 may require technical audits (“Technical Audit(s)”) conducted by an independent security technology auditor (“Technical Auditor”), approved by E24 in writing no more than twice per year during the Term, at E24’s cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the multi system operator or E24, then E24 shall work with the multi system operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, E24 may, in its sole discretion, suspend the multi system operator’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 E24’s satisfaction multi system operator shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the multi system operator to E24’s satisfaction.</p> <p>Multi system operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365 (6) basis.</p> <p>Multi system operator shall not authorize, cause or suffer any portion of any of</p>

	<p>the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by multi system operator at the time the Channels are made available. If multi system operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose ,multi system operator shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify E24 and the multi system operator shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the multi system operator shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the multi system operator and the subscriber.</p> <p>If so instructed by Information (as defined below) by E24, the multi system operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within ten minutes from the time it receives such instruction from E24. 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 E24 representatives through other means of communications such as telephonic message, fax etc and the said “information” shall later be confirmed by E24 through e mail and the multi system operator shall be under obligation to act upon such information.</p>
<p>15. E24’s Suspension Rights</p>	<p>Subject to any applicable laws, E24 shall have the right to suspend delivery of the E24 Channels to MSO after giving notice in terms of the applicable Law, in the event of:</p> <ol style="list-style-type: none"> 1. a material breach related to License Fee if the same is not paid by the MSO by the due date 2. a material breach related to anti piracy, if such breach is not cured within the initial notice period of two (2) days; or 3. a material breach not related to anti piracy/non payment of Monthly License Fee, if such breach is not cured within the initial thirty (30) day notice period. <p>MSO shall pay the License Fees during such suspension period; provided however, that if it is later proven that such suspension was in bad faith or not in accordance with the terms of this Agreement then E24 shall reimburse MSO any amount paid by MSO to E24 during such suspension period.</p>
<p>16. Termination</p>	<p>Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:</p> <ol style="list-style-type: none"> 1. material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so; 2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. The digital addressable cable TV system licence or any other material licence necessary for multi system operator to operate its digital addressable cable TV system service being revoked at anytime other than due to the fault of multi system operator. <p>E24 shall have the right to terminate this Agreement by a written notice to multi system operator if (i) multi system operator breaches any of the Anti Piracy Requirements and fails to cure such breach within ten (10) days of being required</p>

	<p>in writing to do so; or</p> <p>(ii) E24 discontinues the E24 Channel with respect to all distributors in the Territory and provides multi system operator with at least ninety (90) days prior written notice.</p> <p>Multi system operator shall have the right to terminate this Agreement on written notice to E24 if multi system operator discontinues its digital addressable cable TV system business and provides at least ninety (90) days prior written notice.</p>
17. Force Majeure	<p>If because of a Force Majeure Event, either Party cannot perform its obligations for at least sixty (60) days, then either Party shall be entitled to terminate this Agreement on giving the other Party written notice as per applicable Law.</p> <p>“Force Majeure Event” means an event or cause beyond the reasonable control of the Party claiming force majeure and not attributable to any default of that Party including but not limited to acts of government (including a suspension of either Party’s license to perform obligations hereunder except due to a fault of such Party), war, riots, strikes, lock-out, fire, terrorism, acts of God or other natural catastrophes, but excluding any failure by MSO to pay all or part of the License Fees for any reason.</p> <p>During any Force Majeure Event the obligations of each of the Party’s shall be temporarily suspended for such time that the Force Majeure Event continues.</p>
18. Regulatory Intervention	<p>In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final unappealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the license fees payable hereunder, such amendment to take effect from the date of such change. In the event that the Parties are unable to agree on an amendment within forty-five (45) days of the date of the request by the affected Party, then either Party may request TDSAT to resolve such dispute.</p>
19. Indemnification & Limitation on Liability	<p>Each Party shall indemnify, defend and hold harmless the other Party and its parent, officers, directors, employees and agents against and from any and all third party claims, lawsuits, costs, liabilities, judgments, damages and expenses (including but not limited to reasonable attorneys’ fees) arising out of any breach by the indemnifying Party of any provision herein.</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>
20. Jurisdiction	<p>The Governing Law shall be the Indian Law and TDSAT, shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of /in connection with or as a result of the Agreement.</p>

ANNEXURE 1

S.NO	CHANNEL
1.	E24

ANNEXURE 2

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

LICENCE FEE RATES

A-La-Carte Rates for DTH/IPTV and Other Addressable Digital System

A-La-Carte Rates

S.No	Channel	Rate to Operator per Subscriber Per Month (INR) (Refer Notes)
1.	E24	6.30

NOTES:-

1. E24 IS A PAID CHANNEL HOWEVER HAS BEEN CURRENTLY CARRIED WITHOUT ANY CHARGE TO ANY SUBSCRIBER ON ANALOGUE OR DIGITALE CABLE, COMMERCIAL CABLE ,(CABLE SUBSCRIBER(IN BOTH CAS & NON CAS AREAS) AND ON ANY DTH PLATFORM FOR THIS CHANNEL SINCE INCEPTION.
2. THE RATE FOR ADDRESSABLE PLATFORMS GIVEN ABOVE IS WITHOUT PREJUDICE TO OUR RIGHTS AND CONTENTIONS AND IS IN ACCORDANCE WITH THE INTERIM ORDER, DATED 18TH APRIL,2011, PASSED BY HON'BLE SUPREME COURT OF INDIA IN CIVIL APPEAL NO 2847-2854 OF 2011. WE RESERVE OUR RIGHTS FOR REVISION OF THIS RATE UPON FINAL ADJUDICATION OF THE SAID APPEAL.