

REFERENCE INTERCONNECT OFFER (“OFFER”) FOR DIRECT TO HOME (“DTH”) AND OTHER ADDRESSABLE PLATFORMS LIKE INTERNET PROTOCOL TELEVISION (“IPTV”), HEAD END IN THE SKY (“HITS”) SERVICES FROM E24 GLAMOUR LIMITED (“E24”) TO DTH/ OTHER ADDRESSABLE SYSTEM OPERATORS (“OPERATOR”)

Pursuant to The Telecommunication (Broadcasting and Cable Services) Interconnection (Fifth Amendment) Regulation 2009 dated 17th March 2009 (“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 III to the Regulations applicable to OPERATORS retransmitting signals of the E24 Channels to Subscribers in terms of the Regulations. E24 and the concerned OPERATORS shall have to enter into a detailed signal of the E24 Channels for further re-transmission to the Subscribers from its Platform.

Every OPERATOR 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 IV to the Regulations as amended from time to time, provided that in case E24 is not satisfied that the DAS being used by the OPERATOR for distribution of TV channels meet the requirements specified in Schedule I of the Regulations, it shall in its discretion inform such OPERATOR 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 from time to time and obtain a certificate from such agency that its DAS meets the requirements specified in Schedule I to the Regulations, to be able to get into an interconnection agreement with E24.

Defined Terms

In this RIO 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.

“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 OPERATOR.

“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 OPERATOR.

“Smart Card” means, in relation to a Subscriber, a card or other device issued by OPERATOR 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 OPERATOR.

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

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

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

1.	Term	<p>As mutually agreed between E24 and the OPERATOR, subject to a minimum of One (1) Year from the date of signing of the agreement (“Term”), unless terminated earlier in accordance with the Agreement.</p> <p>If the Parties wish to renew this Agreement on the expiry of the Term, both Parties shall enter into discussions at least sixty (60) days prior to the expiry of the Term with a view to entering into a new agreement on mutually agreed terms with effect from the expiry of this Agreement.</p>
2.	Territory	India Only.
3.	E24 Channels	<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 OPERATOR or to add any channel to the list of E24 Channels and to grant the distribution rights to OPERATOR in respect of the new channel.</p> <p>If any channels are removed from the list of E24 Channels, the OPERATOR 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 OPERATOR has subscribed for the removed channel on</p>

		<p>bouquet basis, the License Fee payable pursuant to clause 6 by the OPERATOR 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>
4.	Rights	<p>Rights Granted: OPERATOR shall have the non-exclusive right to distribute the E24 Channels during the Term via the DTH/IPTV/ HITS/ other addressable platform, as the case may be, in the Territory on the digital “addressable systems” owned and operated by the OPERATOR (the “Platform”) for viewing by Subscribers (as defined in clause 5 below).</p> <p>Excluded Rights: All other rights and means of distribution not specifically and expressly granted to OPERATOR are expressly excluded and reserved by E24.</p> <p>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.</p> <p>Manner of retransmission: The E24 Channels are to be continuously transmitted on the OPERATORs Platform simultaneously upon receipt of the signals from the respective Service Providers of the E24 Channels without any interruption, editing, interference, recording or alteration.</p> <p>OPERATOR shall not sub-license any of its rights hereunder to any other person.</p>
5.	Subscribers	<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 The Telecommunication (Broadcasting and Cable) Services Tariff Order</p>

6.	License Fee	<p>For each month or part thereof during the Term, OPERATOR shall pay to E24 the Monthly License Fee ("License Fee"), which shall be the Rate multiplied by the Monthly Average Subscriber Level. The a-la-carte and bouquet "Rate" per Subscriber per month of the E24 Channels is as set out in Annexure 2 hereof. The Rate per Subscriber as set out in Annexure 2 hereof is 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 2.</p> <p>For the purpose of calculation of the Monthly License Fee payable by the OPERATOR to E24, "Subscriber" means for any calendar month, each Set Top Box ("STB"), which is availing the E24 Channels through the OPERATOR.</p> <p>For the avoidance of doubt it is hereby clarified that in case of Multi Dwelling Unit ("MDU") connections of the OPERATOR "Subscriber" for any calendar month shall mean each television set installed in premises of the Authorized Subscriber receiving signals of the E24 Channels through the OPERATOR.</p> <p>OPERATOR shall pay to E24 the Monthly License Fee ("License Fee"), which shall be the Rate multiplied by the Monthly Average Subscriber Level. The a-la-carte and bouquet "Rate" per Subscriber per month of the E24 Channels is as set out in Annexure 2 hereof. The Rate per Subscriber as set out in Annexure 2 hereof 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 2.</p> <p>For the purpose of calculation of the Monthly License Fee payable by the OPERATOR to E24, "Subscriber" means for any calendar month, each Set Top Box ("STB"), which is availing the E24 Channels through the OPERATOR.</p> <p>For the avoidance of doubt it is hereby clarified that in case of Multi Dwelling Unit ("MDU") connections of the OPERATOR "Subscriber" for any calendar month shall mean each television set installed in premises of the Authorized Subscriber receiving signals of the E24 Channels through the OPERATOR.</p>
----	--------------------	--

		<p>Calculation of License Fee</p> <p>I. In case an OPERATOR avails one or more Bouquet(s) (“Opted Bouquet(s)”) of E24:</p> <p>(a) If the OPERATOR is providing the Opted Bouquet(s) as a whole to its Subscribers, the Monthly License Fee for such Opted Bouquet(s) shall be equal to the Bouquet Rate as set out in the Annexure 2 multiplied by the number of monthly average number of Subscribers availing the Bouquets.</p> <p>(b) If the OPERATOR does not offer such Opted Bouquet(s) as a whole to its Subscribers but offers only certain channels comprised in the Opted Bouquet, in a manner resulting in different subscriber base for different channels comprised in such Opted Bouquet, then the payment to E24 for such entire Opted Bouquet by the OPERATOR, shall be calculated on the basis of subscriber base for the channel which has the highest subscriber base amongst the channels comprised in the bouquet.</p> <p>II. In case an OPERATOR subscribes for one or more of the E24 Channels on a a-la-carte basis:</p> <p>a) If the OPERATOR is providing the channels on an a-la-carte basis to its Subscribers, the Monthly License Fee for such a-la-carte channels shall be equal to the a-la carte rate as set out in the Annexure 2 multiplied by the number of monthly average number of Subscribers availing the channels on ala carte basis.</p> <p>(b) if the 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 al-a -carte channels, shall be calculated on the basis of subscriber base of the package(s) in which such opted a-la -carte channel has been placed.</p> <p>III. In case an OPERATOR avails one or more channels on a-la-carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on 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 a-la- carte channels, the Monthly License Fee shall be calculated on the basis of sub clause II above.</p>
7.	Payment Terms	The Monthly License Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised

		<p>on the basis of Report of the OPERATOR referred to in clause 9 below (“Due Date”), provided that E24 has provided OPERATOR an invoice for such payments, without any deduction except deduction of withholding tax/TDS wherever applicable.</p> <p>Within seven days of end of each month, the OPERATOR shall provide the Report as stipulated in clause 9, based on which E24 shall raise an invoice on the OPERATOR.</p> <p>In case the 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 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 OPERATOR for the immediately preceding month. On receipt of the Report from the OPERATOR, the parties would conduct reconciliation between the provisional invoice raised by E24 and the Report sent by the OPERATOR.</p> <p>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 attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 18%. The imposition and collection of interest on late payments does not constitute a waiver of the 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>
8.	Taxes	<p>All License Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at Operator’s cost and will be charged at the prevailing rates by E24 to Operator.</p> <p>If payment of the License Fee is subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act 1961, as amended, OPERATOR shall provide tax withholding certificates to E24 as detailed in the monthly invoices within the time limit stipulated in the Income Tax Act 1961.</p> <p>Any stamp duty payable on this Agreement shall be equally shared between the Parties. E24 shall pay the appropriate stamp duty in full and shall invoice OPERATOR for its share of the stamp duty which OPERATOR shall pay within fifteen (15) days of the date of the invoice.</p>
9.	Reports	<p>The OPERATOR shall maintain at its own expense a</p>

		<p>subscriber management system (“SMS”) which should be fully integrated with the CAS (Conditional Access System).</p> <p>The 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 E24 Channel and each package in which a E24 Channel is included) and the License Fees payable to E24 and shall be signed and attested by an officer of the OPERATOR of a rank not less than Head of Department/Chief Financial Officer who shall certify that the information in the Report is true and correct.</p>
10.	Audit	<p>E24’s representatives (including through independent auditor) shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access auditor) shall have the right, not more than twice in a calendar year, to review and / or audit the subscriber management system, conditional access system, other related systems and records of Subscriber Management System of the OPERATOR relating to the E24 Channel(s) provided by E24 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.</p> <p>In the event an audit reveals that OPERATOR has underreported the number of Subscribers or the Monthly License Fee or has misrepresented any item or has failed to keep accurate and complete records:</p> <p>1. OPERATOR shall make immediate payment of all amounts due plus Late Payment Interest thereon. In the event the audit reveals that the License Fees due for any period exceeds the Monthly License Fee reported by the OPERATOR by 2% or more, the OPERATOR shall in addition also pay E24, the costs incurred in relation to the Audit, which shall include E24’s reasonable estimate of fees paid by persons receiving the E24 Channels via Operator’s equipment which were not included in the relevant monthly report(s), costs to protect intellectual property rights of the respective Service Providers of the E24 Channels and lost revenues as a result of the breach and take necessary steps to avoid such errors in future; and</p>

		<p>2. E24 shall have the option in its sole discretion (in addition to E24’s other rights and remedies under law or equity) to suspend delivery of the E24 Channels pursuant to clause 15 and/or to terminate this agreement as per applicable law, in the event the OPERATOR fails to make payment of all amounts due Late interest thereon and or fails to take steps to avoid recurrence of errors in reporting. The OPERATOR shall remain the sole owner and holder of all customer databases compiled by the OPERATOR under the Agreement.</p> <p>OPERATOR will maintain at its own expense a subscriber management system (“SMS”) capable of, at a minimum:</p> <p>(i) maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;</p> <p>(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;</p> <p>(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;</p> <p>(iv) administering payments of any commission fees from time to time payable to the Operator’s authorised agents for the sale to Subscribers of programming packages;</p> <p>(v) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and</p> <p>(vi) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.</p> <p>OPERATOR shall give E24’s representatives such assistance as they may reasonably require in order to carry out any audit.</p>
11.	Packaging	OPERATOR undertakes to E24 that it shall package E24

		<p>Channel as per applicable law including but not limited to the Regulations;</p> <p>OPERATOR undertakes to E24 that:</p> <ul style="list-style-type: none"> • no E24 Channel shall be disadvantaged or otherwise treated less favourably by OPERATOR 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. <p>Operator shall give E24 at least three (3) months prior written notice of any changes to the packaging/tiering of the channels available on its Platform. All changes will be made in good faith without targeting the E24 Channels for discriminatory treatment vis-à-vis similar channels falling within the same genres.</p>
12.	Marketing	<p>E24 grants to OPERATOR 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>OPERATOR 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 OPERATOR undertakes subject to commercial agreement for each event.
13.	EPG	<p>E24 and Operator shall agree the Logical Channel Numbers (“LCNs”) for each of the E24 Channels;</p> <p>Operator agrees not to disadvantage any of the E24 Channels or otherwise treat any of the E24 Channels less favorably with respect to competing channels on a genre basis in agreeing the LCNs.</p> <p>The LCNs for the E24 Channels shall not be changed over the Term.</p> <p>Operator shall give E24 at least three (3) months prior written notice of any changes to the LCNs for any other channels on its Platform. All changes will be made in good faith without targeting the E24 Channels for discriminatory treatment vis-à-vis similar channels falling within the same genres.</p> <p>Operator shall offer all contributory language feeds for a given channel to every Subscriber entitled to access that channel.</p>

<p>14.</p>	<p>Delivery and Security</p>	<p>E24 shall authorise OPERATOR to deploy two (2) professional integrated receiver decoders (“PIRDs”) with SDI output together with the associated viewing cards (collectively, the “Equipment”) for each of the E24 Channels. The Equipment cost shall be borne solely and exclusively by Operator.</p> <p>All E24 Channels must be delivered by OPERATOR to subscribers in a securely encrypted manner and without any alteration. The uplink specifications, satellite capacity and infrastructure allocated by OPERATOR in respect of the broadcast signal of the E24 Channels by OPERATOR to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its Platform.</p> <p>OPERATOR shall ensure that the STBs, Conditional Access System (CAS) and Subscriber Management System (“SMS”) used by its subscribers comply with the Specifications set out in Annexure 3</p>
<p>15.</p>	<p>Anti-Piracy</p>	<p>In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part, (hereinafter collectively referred to as “Piracy”), the OPERATOR shall, prior to the commencement of the Term of the agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as the “Security Systems”) as may be specified (security specifications), in a non-discriminatory manner in writing, from time to time, by E24.</p> <p>To ensure the OPERATOR’s on going 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 OPERATOR or E24, then E24 shall work with the OPERATOR in resolving this issue in the next fourteen (14) business days.</p>

If a solution is not reached at by then, E24 may, in its sole discretion, suspend the Operator's right to distribute the E24 Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to E24's satisfaction;

The OPERATOR shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed / transmitted through its Platform at least every 10 minutes on 24 x 7 x 365(6) basis.

The OPERATOR shall not authorize, cause or suffer any portion of any of the Channels to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by OPERATOR at the time the Channels are made available. If OPERATOR becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, OPERATOR shall within ten minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the E24 Channels for any other purpose, notify E24 and the OPERATOR shall also switch off the concerned Set Top Box to prevent such unauthorized use.

However the use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the OPERATOR shall not be treated as unauthorized use, as long as such Set Top Box is used in accordance with the terms and conditions of the subscription agreement between the OPERATOR and the Subscriber.

If so instructed by Information (as defined below) by E24, the 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 OPERATOR shall be under obligation to act upon such information.

		<p>OPERATOR shall comply with the anti-piracy requirements (“Anti-Piracy Requirements”) set out in Annexure 4 and such other anti-piracy requirements as are notified by E24 to OPERATOR in writing from time to time</p>
16.	E24’s Suspension Rights	<p>Subject to any applicable laws, E24 shall have the right to suspend delivery of the E24 Channels to OPERATOR after giving notice in terms of the applicable Law, in the event of:</p> <ol style="list-style-type: none"> 1. a material breach related to License Fee if the same is not paid by the OPERATOR by the Due Date; 2. a material breach related to anti piracy, if such breach is not cured within the initial notice period of two (2) days; 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>OPERATOR shall pay the License Fees during such suspension period; provided however, that if it is later proven that such suspension was in bad faith or not in accordance with the terms of this Agreement then E24 shall reimburse OPERATOR any amount paid by OPERATOR to E24 during such suspension period</p>
17.	Termination	<p>Either Party has a right to terminate this Agreement on immediate written notice, subject to applicable Law, to the other in the event of:</p> <ol style="list-style-type: none"> 1. material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so; 2. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; 3. the license or any other material license necessary for OPERATOR to operate its Platform being revoked. <p>E24 shall have the right to terminate this Agreement on written notice to OPERATOR if (i) OPERATOR breaches any of the Anti-Piracy Requirements and fails to cure such breach within two (2) days of being required in writing to do so or (ii) E24 discontinues the E24 Channels with respect to all distributors in the Territory and provides OPERATOR with at least ninety (90) days prior written notice. OPERATOR shall have the right to terminate this Agreement on written notice to E24 if OPERATOR discontinues its business and provides at least ninety (90) days prior written notice. Termination of this Agreement shall be in whole and cannot be in part with respect to any particular E24 Channel.</p> <p>Termination of this Agreement shall not affect any continuing obligations of each of the Parties, including any rights and obligations relating to indemnification and audit.</p>

18.	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 OPERATOR to pay all or part of the License Fees for any reason.</p> <p>During any Force Majeure Event the obligations of each of the Party’s shall be temporarily suspended for such time that the Force Majeure Event continues.</p>
19.	Regulatory Intervention	<p>In the event that there is any change to any applicable statutes, enactments, acts of legislation or parliament, laws, ordinances, rules, by-laws or regulations of any government or statutory authority in India including but not limited to the Ministry of Information and Broadcasting and The Telecom Regulatory Authority or any final un-appealable order of any competent court or tribunal which would have a material adverse effect on either of the Parties, then the affected Party may request that the Parties consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to this Agreement including but not limited to the license fees payable hereunder, such amendment to take effect from the date of such change. In the event that the Parties are unable to agree on an amendment within forty-five (45) days of the date of the request by the affected Party, then either Party may request TDSAT to resolve such dispute</p>
20.	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>
21.	Jurisdiction	<p>This Agreement shall be exclusively governed by the laws of India.</p> <p>In case of any dispute between the Parties, the Parties shall try to resolve such dispute by negotiations between the respective senior management personnel of the Parties.</p>

		<p>The Parties acknowledge that TDSAT shall have exclusive jurisdiction in respect of any dispute between the Parties arising in connection with this Agreement (subject to any appellate relief that may be sought in any court of competent jurisdiction in New Delhi). In the event any claims fall outside the jurisdiction of TDSAT, they may be referred to any court of competent jurisdiction in Delhi.</p>
22.	Anti-bribery Provisions	<p>OPERATOR shall, and shall cause its respective directors, officers, employees and agents to, engage only in legitimate business and ethical practices in commercial operations and in relation to governmental authorities, business entities and customers. OPERATOR shall ensure that its respective officers, directors, employees or agents shall not, offer, pay or promise, directly or indirectly, to any governmental official or political party or official thereof, or any candidate for political office, or any person or any entity or a customer for the purpose of (i) influencing any act or decision of such person, entity or party to obtain or retain business or (ii)</p> <p>inducing such person, entity or party to influence any act or decision of any national, state or local government or instrumentality thereof. For the purpose of this clause, "governmental official" shall include any officer or employee of a government authority or any person acting in an official capacity for or on behalf of such government authority, in each case where such payment, offer or promise is prohibited under any applicable law to which such entity is subject; or engaged in any activity that would in any manner result in violation of any applicable anti-bribery or anti-corruption laws in India</p>

ANNEXURE 1

CHANNELS DISTRIBUTED BY E24 GLAMOUR LIMITED AND ASSOCIATES

Sl.No.	Channels
1.	E24 operated by E24 Glamour Limited

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.**

ANNEXURE 3

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS), Subscribers Management System (SMS) & HD Set-Top-Boxes (STB's)

(A) Conditional Access System (CAS) & Subscriber Management System (SMS) Requirements:

1. The current version of the conditional access system should not have any history of the hacking.
2. The fingerprinting should not get invalidated by use of any device or software.
3. The STB & VC should be paired from head-end to ensure security.
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.
5. The CA company should be known to have capability of upgrading the CA in case of a known incidence of the hacking.
6. The SMS & CAS should be capable of individually addressing subscribers, on a channel by channel and STB by STB basis.
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 number
 - c. Name of the subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline number
 - g. Mobile Number
 - h. Email id
 - i. Service /Package subscribed to
 - j. Unique STB Number
 - k. Unique VC Number
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
9. The SMS and CAS should be able to handle at least one million concurrent subscribers on the system.
 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.
 11. The CAS system provider should be able to provide monthly log of the activations on a particular channel or on the particular package.
 12. The SMS should be able to generate itemized billing such as content cost, rental of the equipments, taxes etc.
 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.
 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; ”;

(B) Fingerprinting Requirements:

1. The Finger printing should not be removable by pressing any key on the remote.
2. The Finger printing should be on the top most layer of the video.
3. The Finger printing should be such that it can identify the unique STB number or the unique Viewing Card (VC) number.
4. The Finger printing should appear on all the screens of the STB, such as Menu, EPG etc.
5. The location of the Finger printing should be changeable from the Headend and should be random on the viewing device.
6. The Finger printing should be able to give the numbers of characters as to identify the unique STB and/ or the VC.
7. The Finger printing should be possible on global as well as on the individual STB basis.
8. The Overt finger printing and On screen display (OSD) messages of the respective broadcasters should be displayed by the OPERATOR/LCO without any alteration with regard to the time, location, duration and frequency.
9. No common interface Customer Premises Equipment (CPE) to be used.
10. The STB should have a provision that OSD is never disabled.

(C) Set Top Box (STB) Requirements:

1. All the STBs should have embedded Conditional Access.
2. The STB should be capable of decrypting the Conditional Access inserted by the Headend.

3. The STB should be capable of doing Finger printing. The STB should support both Entitlement Control Message (ECM) & Entitlement Management Message (EMM) based fingerprinting.
4. The STB should be individually addressable from the Headend.
5. The STB should be able to take the messaging from the Headend.
6. The messaging character length should be minimal 120 characters.
7. There should be provision for the global messaging, group messaging and the individual STB messaging.
8. PVR content is protected. Any set top box utilizing built-in PVRs shall employ an encryption system for the storage of material that binds the material to that particular set top box.
9. The STB should have forced messaging capability.
10. The STB must be BIS compliant.
11. There should be a system in place to secure content between decryption & decompression within the STB.
12. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

(D) HD Set- Top-Box Requirements:

1. The HD Boxes shall be tamper resistant.
2. Security codes must be securely stored in the HD Box.
3. There should not be any testing points or interfaces in the HD Box provided to the Subscribers.
4. Security system in a HD Box or otherwise must have the capability to detect clone devices.
5. HD Box must enforce reasonable usage rules carried by the license.
6. The decryption and decoding processes must be integrated into a single process in the HD Box.
7. The video path from decryption to video outputs must be secured.
8. PVR content is protected. Any set top box or HD Box utilizing built -in PVRs shall employ an encryption system for the storage of material that binds the material to that particular set top box or HD Box.
9. HD Box shall have the ability to add finger printing in the video outputs (preferred to track clone / compromised devices).
10. HD Boxes shall have:
 - a. CGMS/A capability for analog outputs;
 - b. HDCP capability for DVI and/or HDMI outputs; and
 - c. DTCP capability for 1394, USB, Ethernet and/or other applicable outputs if provided.

ANNEXURE 4

E24'S ANTI-PIRACY REQUIREMENTS

ANTI-PIRACY TERMS FOR COMPANY PROVIDING SERVICES IN INDIA ("OPERATOR")

1. General

1.1 OPERATOR 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, OPERATOR shall ensure that the Set Top Unit supplied to Authorized Subscribers conforms to the BIS standards.

2.2 OPERATOR represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of Set top boxes and Smart Cards so as to ensure that they are only sold within the Territory by OPERATOR or by its authorised dealers and such sales are only made to bona fide Subscribers residing in the Territory and installations are made at a residential address.

Adequate systems, processes and controls shall include, without limitation,

OPERATOR:

2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every Set Top Unit and Smart Card including, without limitation, the particulars specified in paragraph 2.4;

2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously deauthorised prior to re-authorisation, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any Set Top Unit and Smart Card;

2.2.3 investigating any multiple Smart Cards issued under one individual name or address, including visiting the premises of such individuals or addresses from time to time;

2.2.4 deploying verification officers on a regular basis to visit and audit the accuracy and veracity of the Subscriber databases on a regular basis;

2.2.5 ensuring compliance by dealers including unannounced visits to dealers' premises from time to time;

2.2.6 requiring that for every change of address on the system and therefore relocation of a Set Top Unit, there is an independent physical verification of the new residential address; and

2.2.7 deauthorising any Set Top Unit or Smart Card that is found outside of the Territory or in the possession of a person who is not a bona fide Subscriber.

2.3 OPERATOR represents, warrants and undertakes that all of its Set top boxes and Smart Cards:

- (i) are sold and installed together as a pack only in the Territory and only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and
- (ii) employ card-pairing technology that ensures once a Smart Card is activated, it is paired to a particular Set Top Unit and that the Channels cannot be viewed if such Smart Card is removed and used with any other Set Top Unit.

2.4 OPERATOR represents, warrants and undertakes that all installations of Set top boxes and Smart Cards are done directly by OPERATOR or through its authorised dealers and only within the Territory, and that the installer for every installation physically checks and ensures before installation and activation of a Set Top Unit and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system. In accordance with paragraph 2;2;1, OPERATOR's subscriber management system shall contain all of the following information items for each Subscriber prior to activation of a Smart Card and Set Top Unit for such Subscriber:

2.4.1 Name;

2.4.2 Installation address;

2.4.3 Billing address (if different);

2.4.4 Telephone number of the installation address, where applicable;

2.4.5 Authorized Subscriber's unique subscriber reference or subscription agreement number;

2.4.6 Service/Channels/Packages that have been selected;

2.4.7 Name and unique reference number of the dealer who sold the Set Top Unit to such Authorized Subscriber;

2.4.8 Name and unique reference number of the dealer who sold the subscription to such Authorized Subscriber (if different);

2.4.9 Name and unique reference number of the installer (if different from the dealer);

2.4.10 Smart Card number; and

2.4.11 Unique Set Top Unit number.

2.5 OPERATOR agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those Smart Cards, wherein the Channels can be accessed from addresses which are:

2.5.1 not bona fide or do not match the addresses as supplied by the relevant Subscribers as detailed in the subscriber management system;

2.5.2 outside of the Territory; or

2.5.3 that of a cable head end or any other distributor of such Channel to Subscriber.

2.6 In order to ensure that the Smart Card is only activated for bona fide Subscribers, OPERATOR further represents, warrants and undertakes that there are adequate controls to ensure (a) a Smart Card is not activated before installation with its paired Set Top Unit; and (b) that such Smart Card is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system.

2.7 OPERATOR represents, warrants and undertakes that its subscriber management system:

(a) allows viewing and printing historical data, in terms of total activation, deactivation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every Set Top Unit and Smart Card to be recorded.

3. Fingerprinting

3.1 OPERATOR shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by E24 and as reasonably requested from time to time.

3.2 OPERATOR shall ensure that all Set top boxes should support both visible and covert types Fingerprinting and should be compatible for running Fingerprinting whether operated by OPERATOR or by E24.

3.3 OPERATOR shall ensure that it shall be able to operate the Fingerprinting across all Subscribers or any sub-set of Subscribers based on pre-set parameters and such Fingerprinting should, apart from the foregoing, be possible and available on global, group and regional bases at all times. On screen display should support a minimum number of characters that preserve uniqueness to that Smart Card and Set Top Unit and any amendment of those characters will be on a pre-determined, consistent basis.

3.4 OPERATOR shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the Channels:

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

3.4.2 Fingerprinting to be provided by OPERATOR on the Channels, as per the scheme provided by E24; E24 shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

4.1 OPERATOR shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.

4.2 OPERATOR represents and warrants that: (a) both the Conditional Access and Subscriber billing systems shall be of a reputed organisation and are currently being used by other pay television services that have, in aggregate, at least 1 million subscribers in the global pay television market outside of the Territory; (b) none of the current versions of the Conditional Access system have been hacked; (c) to the best of its knowledge, there are no devices or software available anywhere in the world that is capable of hacking or invalidating the Fingerprinting technology; and (d) both its Conditional Access and Subscriber Management systems shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.

4.3 OPERATOR agrees that it shall, at its sole cost, be responsible for ensuring the Channels are distributed via a digital, encrypted format signal receivable only by its bonafide Subscribers to the Channels.

5. Piracy, piracy reports and prevention

5.1 Each Party shall immediately notify the other Party if it ascertains or becomes aware that:

5.1.1 Any Smart Card or Set Top Unit is being located, supplied or sold outside the Territory,

5.1.2 Any of the Channels are being viewed via a Smart Card or Set Top Box by a third party that is not a Authorized Subscriber,

5.1.3 A Smart Card is being used for viewing the Channels anywhere other than the registered address of a Authorized 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 E24 or OPERATOR becomes aware of a Piracy Event then OPERATOR 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 E24 decides to take legal or other action against any infringing party committing or causing any Piracy Event, OPERATOR shall provide all reasonable assistance to E24 to prevent or combat such Piracy Event.
- 5.2.2 If OPERATOR wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of E24, where E24 shall be one of the parties to such action, it shall notify E24 in writing and seek E24's prior written consent. Where E24 consents to OPERATOR taking legal or other action on behalf of E24, OPERATOR shall keep E24 fully informed of the progress of such action. OPERATOR shall not settle, attempt to settle or otherwise compromise the rights of E24 or its affiliates without the prior written consent of E24.
- 5.3 OPERATOR agrees to change or upgrade its Conditional Access and/or Subscriber Management systems in the event the Conditional Access is shown to be hacked.
- 5.4 OPERATOR shall investigate and report to E24 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 boxes, Smart Cards or Viewing Cards or other equipment that enable access to the Channels.