

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

**FROM AVANTI MEDIA LIMITED (“TV100”) (Formerly known as Media Content
& Communications Services (I) Limited)
TO DTH OPERATORS (“OPERATOR”)**

The terms mentioned in this Reference Interconnect Offer (RIO) are broad terms indicative and applicable for the Operators extending services to Subscribers, on acceptance of which the parties shall have to enter into a detailed Distribution Agreement containing all the terms and conditions to enable the Operator to distribute the Channel of TV100 from its DTH platform to the Subscribers.

1. Term : As mutually agreed between TV100 and Operator subject to a minimum of One (1) Year (“Term”) unless terminated earlier in accordance with the Agreement. 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.

2. Territory: India Only.

3. Operator Rights: Operator shall have the non-exclusive right to distribute the TV100 Channel via KU Band direct – to – home satellite transmission in an uninterrupted linear manner on 24x7x365(6) basis in the Territory on the DTH subscription television platform owned and operated by the Operator (“Platform”) for viewing by Subscribers and to market the availability of the TV100 Channel on its Platform. No time shift or multiplex rights are granted. Mobile, broadband, PC, Internet, IPTV, wireless and all other non-television equivalent rights are specifically excluded. The TV100 Channel are to be continuously transmitted on Operator’s Platform simultaneously upon receipt of the signals from the respective Service Providers of the TV100 Channel without any interruption, editing, interference or alteration. For the avoidance of doubt it is hereby clarified that the Operator shall not offer the TV100 Channel to its Subscribers for specific hours or programming or in any non-linear manner. Operator may not sublicense any of its rights hereunder to any other person.

4. Authorized Subscribers: Subscribers for the purposes of grant of rights shall mean Ordinary and Commercial Subscribers as defined in The Telecommunication (Broadcasting and Cable) Services Tariff Order.

5. Packaging: Operator undertakes to TV100 that no TV100 Channel shall be:

1. Disadvantaged or otherwise treated less favorably by Operator with respect to competing channel on a genre basis; and
2. Included in any package or tier that contains any channel with pornographic content or any gambling channel. Operator shall give TV100 at least three (3) months prior written notice of any changes to the packaging / tiring of the channel available on its Platform. All changes will be made in good faith without targeting the TV100 Channel for discriminatory treatment vis-à-vis similar channels falling within the same genres. Once any of the TV100 Channel has been included in a Pack/Package/Scheme, the Operator shall not change the composition of the subscription Package in which TV100 channel(s) has been placed, for a period of six months from the date of enrolment of the subscriber to such subscription package and all such changes in the composition of the subscription Package shall be fully compliant of the Telecommunication (Broadcasting and Cable Services) Standard Of Quality of Services Regulations.

6. Marketing: TV100 grants to Operator the non-exclusive right during the Term to use the TV100 Marks solely in connection with Operator's marketing and promotion of the TV100 Channel as available on its Platform and in a manner that has been pre-approved by TV100. Operator agrees to give:

1. An equivalent amount of marketing support for all TV100 Channels as it provides to other channels of the same genre;
2. Similar treatment to TV100 Channels in all advertising material whereby TV100 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 TV100 Channels for participation in events and promotions that Operator undertakes subject to commercial agreement for each event. The Operator shall explicitly and in a non-discriminate manner communicate to the subscribers of the Platform in all its publicity and promotional material, the manner in which the TV100 Channels are being offered to them.

7. EPG: TV100 and Operator shall agree the Logical Channel Numbers ("LCNs") for each of the TV100 Channel. Operator agrees not to disadvantage any of the TV100 Channels or otherwise treat any of the TV100 Channel less favorably with respect to competing channels on a genre basis in agreeing the LCNs. The LCNs for the TV100 Channel shall not be changed over the Term. Operator shall give TV100 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 TV100 Channel for discriminatory treatment vis-à-vis similar channels falling within the same genres. Operator shall offer all contributory language feeds for a given channel to every Subscriber entitled to access that channel.

8. Delivery & Security: TV100 shall authorize Operator to deploy two (2) professional integrated receiver decoders (“PIRDs”) with SDI output together with the associated viewing cards (collectively, the “Equipment”) for each of the TV100 Channel. The Equipment cost shall be borne solely and exclusively by Operator. All TV100 Channel must be delivered by Operator to subscribers in a securely encrypted manner and without any alteration, editing, delays interruptions, picture squeezing, pull through or crawls, except as authorized by TV100 in advance in writing. It is expressly clarified that that the Operator shall offer all/any subscribed channels at all times as a linear television service only on 24 hours per day, 7 day per week, 365(6) days a year basis. Further the subscribed TV100 Channel shall be offered on as-is- basis and shall not be offered on basis of any specific event, sporting event, programming, or specific screening or for specific hours. The uplink specifications, satellite capacity and infrastructure allocated by Operator in respect of the broadcast signal of the TV100 Channel 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. Operator shall ensure that the STBs, Conditional Access System (“CAS”) and Subscriber Management System (“SMS”) used by its subscribers comply with the Specifications as issued by TRAI from time to time.

9. Anti- Piracy: 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 TV100. To ensure the Operator’s ongoing compliance with the security requirements set out in the Agreement, TV100 may require technical audits (“Technical Audit(s)”) conducted by an independent security technology auditor (“Technical Auditor”), approved by TV100 in writing no more than twice per year during the Term, at TV100’s cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the Operator or TV100, then TV100 shall work with the Operator in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, TV100 may, in its sole discretion, suspend the Operator’s right to distribute the TV100 Channel or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to TV100’s satisfaction. The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channel, 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 Channel to be recorded, duplicated, cablecast, exhibited or otherwise used for any purpose other than for distribution by Operator at the time the Channels are made available. If Operator becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using TV100 Channel for any other purpose, Operator shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting, exhibiting or otherwise using TV100 Channel for any other purpose, notify TV100 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 TV100, 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 TV100. 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 TV100 representatives through other means of communications such as telephonic message, fax, etc. and the said information shall later be confirmed by TV100 through e mail and the Operator shall be under obligation to act upon such information. Operator shall comply with the anti-piracy requirements ("Anti-Piracy Requirements") set out in Annexure 3 and such other anti-piracy requirements as are notified by TV100 to Operator in writing from time to time.

10. TV100's Suspension: Rights Subject to any applicable laws, TV100 shall have the right to suspend delivery of the TV100 Channel to Operator after giving notice in terms of the applicable Law, in the event of:

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. 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

TV100 shall reimburse Operator any amount paid by Operator to TV100 during such suspension period.

11. Termination: Either Party has a right to terminate this Agreement on immediate written notice, subject to applicable Law, to the other in the event of:

1. Material breach of this Agreement by the other Party which has not been cured within thirty (30) days of being required in writing to do so;
2. The bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
3. The license or any other material license necessary for Operator to operate its Platform being revoked at any time other than due to the fault of Operator. TV100 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) TV100 discontinues 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 TV100 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 TV100 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.

12. Force Majeure: If because of a Force Majeure Event, either Party cannot perform its obligations for at least sixty (60) days, then either Party shall be entitled to terminate this Agreement on giving the other Party written notice as per applicable Law. "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. 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.

13. Regulatory Intervention: 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 unappeasable

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.

14. Indemnity & Limitation of Liability: 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. 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.

15. Jurisdiction: 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 (subject to any appellate relief that may be sought in any court of competent jurisdiction in Mumbai). In the event any claims fall outside the jurisdiction of TDSAT, they may be referred to any court of competent jurisdiction in Delhi.

ANNEXURE- 1

TV100 CHANNEL

TV100 NEWS	FTA
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ANNEXURE- 2

TV100 ANTI-PIRACY REQUIREMENTS

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

1. General OPERATOR shall take all necessary actions to prevent any unauthorized access to the Channel in the Territory.

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

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

2.2. OPERATOR represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of Set Top Units and Smart Cards so as to ensure that they are only sold within the Territory by OPERATOR or by its authorized dealers and such sales are only made to bonafide Subscribers residing in the Territory and installations are made at a residential address. Adequate systems, processes and controls shall include, without limitation, OPERATOR:

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

2.2.2. requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously reauthorized 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 relocation of a Set Top Unit, there is an independent physical verification of the new residential address; and

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

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

2.4. OPERATOR represents, warrants and undertakes that all installations of Set Top Units and Smart Cards are done directly by OPERATOR or through its authorized dealers and only within the Territory, and that the installer for every installation physically checks and ensures before installation and activation of a Set Top Unit and Smart Card that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase of the Set Top Unit and which is the same as detailed in the subscriber management system. In accordance with paragraph 2.2.1, OPERATOR's subscriber management system shall contain all of the following information items for each Subscriber prior to activation of a Smart Card and Set Top Unit for such Residential Subscriber:

2.4.1. Name;

2.4.2. Installation address;

2.4.3. Billing address (if different);

2.4.4. Telephone number of the installation address, where applicable;

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

2.4.6. Service/Channels/Packages that have been selected;

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

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

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

2.4.10. Smart Card number; and

2.4.11. Unique Set Top Unit number.

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

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

2.5.2. Outside of the Territory; or

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

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

2.7. OPERATOR represents, warrants and undertakes that its subscriber management system: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under

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

3. Fingerprinting

3.1. OPERATOR shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by TV100 and as reasonably requested from time to time.

3.2. OPERATOR shall ensure that all Set Top Units should support both visible and covert types fingerprinting and should be compatible for running Fingerprinting whether operated by OPERATOR or by TV100.

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 Channel:

3.4.1. The Channel' 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 Channel, as per the scheme provided by TV100; TV100 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 Channel 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 organization 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 Channel are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers to the Channel.

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 Channel are being viewed via a Smart Card or Set Top Box by a third party that is not a Residential Subscriber,

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

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

5.2. If TV100 or OPERATOR becomes aware of a Piracy Event then OPERATOR shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channel or signals thereof.

5.2.1. In the event TV100 decides to take legal or other action against any infringing party committing or causing any Piracy Event, OPERATOR shall provide all reasonable assistance to TV100 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 TV100, where TV100 shall be one of the parties to such action, it shall notify TV100 in writing and seek TV100's prior written consent.

5.2.3. Where TV100 consents to OPERATOR taking legal or other action on behalf of TV100, OPERATOR shall keep TV100 fully informed of the progress of such action.

OPERATOR shall not settle, attempt to settle or otherwise compromise the rights of TV100 or its affiliates without the prior written consent of TV100.

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 TV100 any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels via a Set Top Unit and/or Smart Card, or any illegal or unauthorized distribution or use of the Receiver Boxes, Set Top Units, Smart Cards or Viewing Cards or other equipment that enable access to the Channel.