

**REFERENCE INTERCONNECT OFFER (“OFFER”) FOR DIGITAL
ADDRESSABLE CABLE SYSTEMS (“DACs”)**

**FROM INDUSIND MEDIA AND COMMUNICATIONS LTD. (IMCL) TO
BROADCASTERS/AGGREGATORS OF TV CHANNELS FOR PROVIDING ACCESS TO ITS
CABLE NETWORK**

Pursuant to clause 4(7) of The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations 2012 dated 30th April 2012 (“Regulations”) this Reference Interconnect Offer (“RIO”) inter alia provides broad technical and commercial terms and conditions for providing Broadcasters access to IMCL’s network for DACs.

Definitions-

- (a) "Act" means the Telecom Regulatory Authority of India Act 1997 (24 of 1997);
- (b) "addressable system" means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of cable television network can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System at the premises of the subscriber within the limits of authorisation made, through the Conditional Access System and the subscriber management system, on the explicit choice and request of such subscriber, by the cable operator to the subscriber;
- (c) "agent or intermediary" means any person including an individual, group of persons, public or body corporate, firm or any organization or body authorised by a broadcaster/ multi system operator to make available TV channel/s, to a distributor of TV channels; (d) “a-la-carte” with reference to offering of a TV channel means offering the channel individually on a standalone basis;
- (d) “a-la-carte rate” means the rate at which a standalone individual channel is offered to the distributor of TV channels or to the subscriber, as the case may be;
- (e) "Authority" means the Telecom Regulatory Authority of India established under subsection (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997;
- (f) "broadcaster" means a person or a group of persons, or body corporate, or any organisation or body providing programming services and includes his or its authorised distribution agencies;
- (g) “bouquet” or “bouquet of channels” means an assortment of distinct channels, offered together as a group or as a bundle;
- (h) “Bouquet rate” or “rate of bouquet” means the rate at which a bouquet of channels is offered to the distributor of TV channels or to the subscriber, as the case may be;

(i) "cable operator" means any person who provides cable service through a cable television network or otherwise controls or is responsible for the management and operation of a cable television network and fulfils the prescribed eligibility criteria and conditions;

(j) "Cable service" means the transmission by cables of programmes including re-transmission by cables of any broadcast television signals;

(k) "cable television network" means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;

(l)"carriage fee" means any fee paid by a broadcaster to a MSO/Distributor of TV channels, for carriage of the channels or bouquets of channels of that broadcaster on the distribution platform owned or operated by such MSO/Distributor of TV channels, without specifying the placement of various channels of the broadcaster vis-a-vis channels of other broadcasters;

(m) "DAS area" means the areas where in terms of notifications issued by the Central Government under sub-section (1) of section 4A of the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), it is obligatory for every cable operator to transmit or retransmit programmes of any channel in an encrypted form through a digital addressable system;

(n) "free-to-air channel", in respect of a cable television network, means a channel for which no subscription fee is to be paid by the cable operator to the broadcaster for its retransmission on cable;

(o) "*Genre*" shall mean a class or category of artistic endeavor having a particular form, content, technique.

(p) "Installed" means set top box installed and activated in the Customer homes. This will be irrespective of the individual subscribers for the Channel.

(q) "Multi-System Operator" means a cable operator who has been granted registration under rule 11C of the Cable Television Networks Rules, 1994, and who receives a programming service from a broadcaster or its authorised agencies and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators and includes his authorised distribution agencies, by whatever name called;

(r) "NSR" means total number of active set top boxes installed on the network connected to the Digital Head end.

(s) "pay channel", in respect of a cable television network, means a channel for which subscription fees is to be paid to the broadcaster by the cable operator and due authorization needs to be taken from the broadcaster for its re-transmission on cable;

(t) "RIO" means the Reference Interconnect Offer published by a service provider specifying terms and conditions on which other service provider may seek interconnection from the service provider making the offer;

(u) "Service provider" means the Government as a service provider and includes a licensee as well as any broadcaster, multi system operator, cable operator or distributor of TV Channels;

(v) "set top box" means a device, which is connected to, or is part of a television and which allows a subscriber to receive in unencrypted and descrambled form subscribed channels through an addressable system;

(w) "subscriber" means 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 subscribers and commercial subscribers unless specifically excluded;

(x)"subscriber base" means the number of subscribers reflected in the subscriber management system, of the digital addressable systems;

(y) "subscriber management system" means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilised by the subscriber, channels or bouquets of channels subscribed to by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed on a subscriber's record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period;

(z) "TV channel" means a channel, which has been registered under the provisions of downlinking and uplinking laws as below:

- i. the guidelines for uplinking from India, issued vide No.1501/2/2002-TV(I)(Pt.) dated the 2nd December, 2005; or
- ii. policy guidelines for downlinking of television channels, issued vide No. 13/2/2002-BP&L/BC-IV dated the 11th November, 2005, -as amended from time to time, or such other guidelines for uplinking or downlinking of television channels, as may be issued from time to time by Government of India (Ministry of Information and Broadcasting) and reference to the term 'channel' shall be construed as a reference to "TV channel";

Broad Technical and Commercial Terms and Conditions:

1. RETRANSMISSION:

Broadcaster in order to achieve maximum reach and viewers for its channels, under its authority has approached IMCL for availing the services of IMCL to receive and re-distribute signals of its channel through the network of IMCL as described in "Annexure A".

IMCL agrees to carry the signals of Channels of Broadcaster mentioned above on existing systems of IMCL on the terms and conditions set out herein:

- (a) It shall be incumbent upon the broadcaster to specify the 'genre' of the respective channel. In case of any change in the *genre* of the channel or in the market positioning of the channel, the Broadcaster shall provide 90 days prior notice to IMCL.
- (b) IMCL shall carry the channels as per the *genre* of the channels, as per tariff law. IMCL shall have the sole right to assign and also change at any time the channel listing assigned to a particular channel of the Broadcaster on its network.
- (c) It shall be the duty and responsibility of Broadcasters to inform IMCL if the channels belonging to the Broadcasters are 'free to air channels' or 'pay channels'. The bandwidth allocated shall not be below 2MB but not exceeding 4MB.
- (d) IMCL shall design different packages of the Broadcasters channels as per the location and demographics of a particular area.
- (e) The service of the channel shall be made effective within 15 days of signing the Agreement with the Broadcasters provided all the necessary technical data information and hardware to telecast the channel is provided by Broadcasters to IMCL.

2. TERM:

As mutually agreed by IMCL and the Broadcaster, the term of the Agreement shall be for a period of one year and may be extended on mutually agreed terms.

3. CARRIAGE:

- (a) IMCL shall, within sixty days of receipt of request from the broadcaster or its authorised agent or intermediary, provide on non-discriminatory basis, access to its network or convey the reasons for rejection of request if the access is denied to such broadcaster.
- (b) IMCL shall carry only those channels of the Broadcaster those are in the respective regional language of the region in which the IMCL is operating or in Hindi, English language. In the event the broadcaster is not willing to pay the uniform carriage fee for these channels published by IMCL in its Reference Interconnect Offer, IMCL shall deny access to such Broadcaster.
- (c) Nothing stated above shall apply in case of a Broadcaster who has failed to pay the carriage fee as per the agreement and continues to be in default. Provided further that it shall not be mandatory for IMCL to carry a channel for a period of next one year from the date of discontinuation of the channel, if the subscription for that particular channel, in the last preceding six months is less than or equal to five per cent of the subscriber base of IMCL taken as an average of subscriber base of the preceding six months.
- (d) Further for such default, IMCL shall have the right to forthwith suspend the retransmission of the Channels on its network at its sole discretion for the

default period and such suspension shall be notwithstanding IMCL's right to claim the balance Carriage Fees and this shall be without prejudice to its other rights in law and under this Agreement. This Clause shall survive termination of the Agreement.

3(A) CARRIAGE FEES:

The Carriage fees charged by IMCL will be for the access to the network. This fee calculation will be based on the Network Subscriber Report (NSR).

IMCL shall charge Rs. 2.25/- (Two Rupees and twenty five paise only) plus service tax and any other taxes, levies, etc as applicable as per law on each Set Top Box ("STB") installed as per NSR, per month as "Carriage Fees" per channel of the Broadcaster to be carried on their network as per the city list as mentioned in "Annexure A" annexed hereto.

For the purpose of calculation of any supplementary carriage fees the number of Set top boxes shall be the average of set top boxes as per NSR, as available in the beginning of the quarter and at the end of the quarter.

If this is in excess of the number of set top boxes, the supplementary carriage fee shall be raised for additional set top boxes. The supplementary carriage fees shall be calculated on a quarterly basis at the above rates and terms.

A onetime upfront activation fee of Rs.20, 00,000/- (Rupees twenty lacs only) shall be charged to the Broadcaster. In the event of any disconnection of the transmission of the Broadcaster's channels due to the default in payment to IMCL or any other default by the Broadcaster, IMCL shall charge a reactivation fee of Rs.5,00,000/- (Rupees five lacs only) from the Broadcaster to retransmit the channels of the Broadcaster.

The Carriage fee format and rationale of Carriage fee is provided in "Annexure B".

3(B) PAYMENT:

The carriage fee shall be paid 15 days in advance for the set top boxes installed for the each quarter of the agreement before the actual commencement of carriage of the channels by IMCL.

The carriage fee for the increased number of set top boxes as per NSR shall be paid by the Broadcaster within 15 days from the date of the issue of the invoice. Any arrears that shall not be paid for original or increased set top boxes shall be charged at 18% p.a. calculated on monthly basis which the Broadcaster shall be liable to pay to IMCL.

Advance Carriage fees will be paid against a Tax Invoice. IMCL will provide the Quarterly Closing NSR of the installed base as on the last date of the preceding month's invoice along with the Tax invoice.

Any variance between Tax Invoice of the previous quarter based on NSR of the earlier quarter and actual NSR for the quarter may be settled based on the supplementary invoice via Debit/Credit notes.

In case there is any dispute regarding the subscriber number, it should be reconciled within seven working days of date of Debit/Credit note.

3(C) TAXES:

The Broadcaster shall be liable to pay for the payment of all applicable taxes, cesses, etc, including service tax, as may be applicable on the carriage fee. The payment of carriage fee shall be subject to TDS at applicable rates for which necessary TDS certificates shall be issued by the Broadcaster within 30 days from the date of deduction of the same by the Broadcaster from the carriage fee.

4. LATE PAYMENT CHARGE:

Failure to pay any charges including supplementary carriage fees on due date would give IMCL the right to stop committed carriage and re-transmission of channel of the Broadcaster. An, interest at the rate of 18% p.a. (Eighteen percent per annum) calculated monthly shall be payable by Broadcaster on the sum due compounded monthly calculated from the date of default ("due date") until the date of actual payment. Further if Broadcaster fails to clear the outstanding dues within 21 days notice after the due date, IMCL shall have the liberty to terminate this Agreement forthwith.

5. INVOICING:

IMCL shall raise invoice at the beginning of every quarter which shall clearly specify the current payment dues, arrears, and interest if any, along with the due date for payment. The carriage fee shall be paid within 15 days time from the date of invoice

6. THIRD PARTY ACQUISITION:

Broadcaster confirms in the event the distribution of the channel is taken up by a third party, the obligations of BROADCASTER shall continue and the obligations of BROADCASTER under this Agreement shall not be diluted till the validity of the Agreement.

7. SIGNAL QUALITY:

Broadcaster shall ensure the service signals delivered is of quality comparable to other television signals being received and retransmitted by IMCL. In event of Broadcaster failing to arrange for a service signal of minimum quality, IMCL shall be absolved of its obligation to retransmit BROADCASTER signals, for which Broadcaster shall not object.

8. COMPLIANCE WITH LOCAL LAWS:

Broadcaster shall comply with all applicable National, State and Local laws, rules and regulations, all as amended from time to time, with respect to the said channels and in particular conform to the Cable Television Network (Regulations) Act, 1995, The Cinematograph Act, 1952, The Indecent Representation of Women (Prohibition) Act, 1986, The Copyright Act, 1957 and rules framed there under as may be amended from time to time and undertaken to indemnify IMCL against any loss, damages, costs and expenses (including legal expenses) or otherwise in case any action is brought against IMCL concerning any programme, advertisement or any other material broadcast through the said channel by any party.

9. OBLIGATION OF THE BROADCASTER:

- (a) The Broadcaster is responsible for the content of the Channel(s), even if the Broadcaster is not the creator of the material comprised in such content.
- (b) The Broadcaster is responsible for all necessary consents, approval, permission, registration, authorization from the relevant authorities, persons, entities, etc. and must observe & comply with all the applicable laws for the time being in force in India as may be applicable for the activities being carried on by the Broadcaster.
- (c) The Broadcaster shall ensure that the service signals delivered are of quality as stipulated in relevant TRAI regulations/applicable standard and are comparable to other television signals being received and retransmitted by IMCL. In event of Broadcaster failing to arrange for signals of stipulated quality/standard, IMCL shall be absolved of its obligation to retransmit Broadcaster signals. Broadcaster shall not have any right of messaging through their IRD/Decoders or any other system which blocks the view of the Channel(s) programme to the subscribers. This will be governed by the Quality of the Service Regulation on Advertisements dated 14/5/12 issued by TRAI.
- (d) It shall be incumbent upon the Broadcaster to specify the 'genre' of the respective Channel(s). In case of any change in the genre of the Channel(s) or in the market positioning of the Channel(s), the Broadcaster shall provide 90 days prior notice to IMCL.
- (e) In case the Broadcaster decides to discontinue the Channel(s) from the Territory, it shall give at least two months prior notice of the same to IMCL failing which it shall indemnify IMCL for any cost, penalty, award IMCL may suffer due to the abrupt discontinuation of the Channel(s).
- (f) The Broadcaster shall ensure compliance with all the laws which are applicable for content in television channels including but not limited to Advertisement Code, Programme Code as prescribed in the Cable Television Networks Act 1995, the Cinematograph Act, 1952, the Indecent Representation of Women (Prohibition) Act, 1986, The Copyright Act, 1957 and rules framed there under, all Regulations made applicable to broadcasters by any the Governmental /Regulatory Authority The Broadcaster hereby undertakes to indemnify IMCL against any loss, damages, costs and expenses (including legal expenses) or

otherwise, in case any action is brought by any party against IMCL concerning any programme, advertisement or any other material broadcast through the said Channel(s). If for any reason the Broadcaster does not comply with applicable laws/regulations/codes, IMCL shall be at liberty to immediately deactivate the said channel from its network and the Broadcaster shall be fully liable for such defaults/non-compliance.

(g) The Broadcaster shall adhere to all extant TRAI Regulations like the QOS on ad time.

(h) The Broadcaster would provide professional grade IRD and other requisite equipments to IMCL for receiving the Channel(s).

(i) The Broadcaster shall provide its programming schedule at least 15 days in advance for the purpose of inserting the same in Electronic Programming Guide (EPG.)

(j) The Broadcaster would independently make its best effort to promote and market its Channel(s) in the territory possibly via public relations, trade related activities or otherwise.

10. REPRESENTATIONS AND WARRANTIES:

Broadcaster represents, warrants, declares, undertakes and agrees that:

i. Broadcaster is the sole, absolute, exclusive and unencumbered legal owner of the channel which it is exhibiting, transmitting and broadcasting through the services of IMCL.

ii. Broadcaster is not prevented under any law, contract or otherwise to legally transfer, assign, license and convey in favour of IMCL, the copyrights contained in the content that Broadcaster would broadcast on their Channel and Broadcaster has valid and subsisting rights contained in the content that Broadcaster shall broadcast, exhibit in their network from time to time.

iii. Broadcaster hereby covenants that the exercise of rights accruing through the channel which Broadcaster is exhibiting and/or transmitting in the network of IMCL, shall not in any way constitute any infringement of the intellectual property rights, copyright, trademark, moral right or other proprietary right or interest or any other rights of any third party nor shall it be defamatory, contempt or breach of any provision of the statute, or hurt sentiments of any religious groups or the declared policy of any nation or state. In the event of unforeseen causes, Broadcaster shall immediately and promptly respond and do all that may be necessary to resolve the issue in addition to indemnifying IMCL as to the same and hold IMCL indemnified and harmless against all claims, damages, costs and expenses including but not limited to attorney's fees arising out of any breach of the foregoing.

iv. Broadcaster hereby undertakes that if, upon issuance of a public notice by the Broadcaster in respect of the channel which Broadcaster is exhibiting and/or transmitting in the network of IMCL or otherwise, any objections and/or claims are

raised by any third party in respect of any of the same, Broadcaster shall at its sole responsibility and liability, as to costs and consequences, remove such objections and/or defend such claims in addition to indemnifying IMCL against any claims, loss, damage costs or expenses including but not limited to attorney fees arising out of such objection and/or claim.

v. Broadcaster has complete authority to deal with/in relation to exhibition, transmission and broadcast of the Channel and there is no present or prospective claim, proceeding or litigation in respect of the Channel which may in any manner impair limit inhibit, diminish or infringe upon any or all of the rights of the content that Broadcaster exhibits, transmits and broadcasts in IMCL's network.

viii. Broadcaster shall be liable and responsible to ensure that the assignment, transfer, license of the rights of the content that Broadcaster exhibits, transmits and broadcasts in IMCL's network shall be in accordance with the Agreement.

ix. Without prejudice to Indemnity Clause as mentioned herein, Broadcaster shall indemnify IMCL in case of any breach of this Agreement, any loss, harm, injury, damage that may/shall be caused to IMCL due to any act, omission, commission by Broadcaster.

x. It is clarified herein that the termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination and/or such clause which by its very nature extends or applies to the Parties even after termination.

11. INDEMNITY:

Either party undertakes to indemnify each other against all liabilities, claims, demands, actions, costs (including without prejudice to the generality of this provisions the legal costs on a solicitor/advocate and own client basis), awards, damages or loss however arising directly or indirectly as a result of any breach or non-performance by either party of any of its undertakings, warranties or obligations under this Agreement. This Clause shall survive the termination of the Agreement.

12. LIMITATION OF LIABILITY:

Notwithstanding anything contained in this Agreement, the total liability of IMCL for any and all claims arising out of this Agreement to the Broadcaster/Authorized Distributor or to any third party shall not exceed the lowest Carriage Fee for any 1 (one) month that has till such date been received by IMCL from the Broadcaster/Authorized Distributor. Liability in excess of such paid Carriage Fee, if any, shall be borne by the Broadcaster/Authorized Distributor.

13. TERMINATION:

13.1 The carriage fee agreement shall be terminated by either party, by giving 60 (Sixty days) days notice in writing to the other party in the event of:

- a. Bankruptcy, insolvency, appointment of liquidator, winding up of the Broadcaster Company.

- b. Order of competent Tribunal/Court.
- c. Any Government notification or rules framed under which any of the terms and conditions cease to exist.
- d. If the Broadcaster terminates the agreement anytime prior to the expiry of the agreement for any reasons by giving 60 days notice other than those mentioned above the amount paid by the Broadcaster in advance shall be forfeited by the MSO.

13.2 Failure by Broadcaster to pay the amount due to IMCL by the due date plus 21 days notice shall make Broadcaster liable to pay interest @ 18% p.a. for such delayed period and shall further create a right in favour of IMCL to terminate the carriage fee agreement for such breach. Further, IMCL shall have the right to terminate the Carriage Fee Agreement if the Broadcaster breaches of any terms and conditions of the Agreement.

14. CONFIDENTIALITY:

Other than reasonable disclosure, no terms or conditions hereof, nor any matters relating to the course of arrangement between Broadcaster and IMCL shall be disclosed by Broadcaster and IMCL to any third party, except to auditors as a part of normal reporting procedure, attorneys, investors or lenders or potential investors or lenders and as may be required by government Agency, Court, Judicial or Quasi – Judicial Authority.

15. DISPUTE RESOLUTION:

Any dispute(s) arising in connection with and in relation to this Agreement, its performance and the rights and obligations of the parties hereto under this MOU shall be referred to Telecom Regulatory Authority of India (TRAI) and Telecom Dispute Settlement Tribunal (TDSAT). For matters which fall outside the jurisdiction of TDSAT, the courts of Bombay, or any other Court where the cause of action shall arise will have jurisdiction.

16. FORCE MAJEURE:

If because of a Force Majeure event, either party cannot perform its obligations for atleast 60 days then either party shall be entitled to terminate this Agreement on giving the other party written notice of 30 days 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 catastrophies.

A party hereto who is effected by a Force Majeure Event shall forthwith notify the other party and shall use all reasonable endeavours to avoid or minimise the effect on this Agreement and the fulfillment of the terms hereof. During the Force Majeure event the obligations of each of the party shall be temporarily suspended for such time that the Force Majeure event continues. The affected party shall resume performance of this Agreement as soon as practicable after the reduction or cessation of the Force Majeure Event.

17. REGULATORY INTERVENTION:

In the event that there is any change to any applicable statutes, enactment, 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 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 parties of the carriage fee agreement may consult as soon as reasonably practicable with a view to negotiating in good faith an amendment to the existing Agreement, such amendment to take place from the date of such change. In the event the parties are unable to agree on the amendment within forty-five days from the date of meeting then either party may approach TDSAT or TRAI for resolving the dispute.

18. NON-ASSIGNABILITY:

Neither Party shall assign any of its rights or obligations under this Agreement to any other/third party without the prior written consent of the other Party. However, such consent, when required, shall not be unreasonably be withheld by the other Party.

19. NOTICE:

All notices given hereunder shall be given in writing, by personal delivery, or registered post A.D. or speed post or courier, at the address of the Parties set forth in the Agreement, unless either Party, at any time or times, designates another address for itself by notifying the other Party thereof by Courier. Speed post only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by registered post A.D. or speed post or courier shall be deemed delivered on the 3rd (third) day from the date of dispatch of such registered post A.D.

20. WAIVER:

The failure of either Party to resist, in any one or more instance, upon performance of any of the provisions of this Agreement or to enforce any such provisions or the relinquishment of any such rights, and such rights shall continue and remain in full force and effect. No single or partial exercise by either party of any right or remedy shall preclude other future exercise thereof or the exercise of any other right or remedy. Waiver by any party of any breach of any provisions of this Agreement (or the consequences of any such breach as provided for in this Agreement) must be in writing and signed by the Parties hereto and such waiver shall not constitute or be construed as a continuing waiver or as a waiver of any other breach of any other provisions of this Agreement.

21. SAVING CLAUSE:

If any provision of this Agreement becomes invalid or unenforceable, in whole or in part, the validity of the remainder of this Agreement shall not be affected thereby; and the Parties shall agree to a valid substitute provision which corresponds in its economic effect as closely as legally possible to the invalid or unenforceable provision which it replaces.

22. ENTIRE AGREEMENT AND MODIFICATIONS:

This Agreement along with its Annexes contains the entire understanding between the Parties with respect to the subject matter covered herein. It supersedes all prior understandings between the Parties with respect to the subject matter hereof. Subject to any new regulations/orders stipulated by the TRAI/MIB or any order of a court/tribunal of appropriate jurisdiction, any modification, variation, alteration and amendment of the provisions of the Agreement shall be mutually agreed in writing and executed by and on behalf of the Parties.

23. COUNTERPART:

This Agreement may be signed in any number of counterparts, all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands to this writing on the day and year first above written.

For IndusInd Media Communications Ltd.

Signature: _____

Name: _____

Title: Authorized Signatory

For _____

Signature: _____

Name: _____

Title: Authorized Signatory

ANNEXURE A

Carriage rate :

Sr. No.	City	Rate/ STB/ month As per NSR per channel

ANNEXURE B

Carriage Fee

Total number of STB installed as per NSR:			
Sr. No.	Channel	For the period	Carriage fees

The Carriage fees will be paid by the Broadcaster / authorized channel aggregator (as defined in the Cable Act) to IMCL as follows:

- IMCL shall charge Rs.2.25 plus applicable taxes per channel per month for the installed STBs.
- The payment terms will be as per the clause 3B of this RIO.

Rationale for Carriage Fees

Key components considered for determining Carriage Fees:

- To maintain and operate the entire digital infrastructure, operating costs and maintenance cost of the networks.
- Installing the required digital headend which includes various components like encoders, multiplexers, UPS, fire prevention systems and other components.
- Increasing the capability of headend for managing statutorily required channels.
- Setting up of Subscriber Management System.
- Encryption of all channels whether FTA or Pay.
- Payment of royalties for :
 - Encryption system
 - Subscriber management system
 - Conditional access system
 - Programming guide and other valued added services.
- Setting up / call centre outsourcing with all software and hardware requirements.
- Activation and deactivation support, hardware and software requirements for STBs.
- Subsidy for STBs and import duties based on foreign exchange fluctuations
- Market based retail pricing for customers which needs huge discount from the wholesale prices Infrastructure requirements of premises, branch offices, Headends and dishes with all requirements like air conditioners, fire safety, insurance, warehousing, etc.
- Interest on funds for digital deployment including Headends and STBs.