

"Reference Interconnect Offer (RIO) for Digital Addressable System (DAS)"
Submitted by JAK Communications Private Limited ("JCPL") to Broadcasters/Aggregators of
TV channels for providing access to its Cable Network.

Furnished in compliance to Regulation 4(7) of "The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012 and its amendments made time to time.

The terms and conditions stated herein in this Reference Interconnect Offer (herein after referred as "RIO") are broad indicative terms applicable to the Broadcasters/Aggregators (herein after referred as "Broadcaster") who are interested in having access to the network of JCPL which operates Digital Cable Network in the DAS notified areas for carriage of the TV channels in the network of JCPL.

1. Definitions-

1.1 **"Act"** means the Telecom Regulatory Authority of India Act 1997 (24 of 1997);

1.2 **"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 authorization 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;

1.3 **"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;

1.4 **"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;

1.5 **"Authority"** means the Telecom Regulatory Authority of India established under subsection (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997;

1.6 **"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;

1.7 **"Bouquet" or "bouquet of channels"** means an assortment of distinct channels, offered together as a group or as a bundle;

1.8 **"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;

1.9 **"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;

1.10 **"Cable service"** means the transmission by cables of programmes including retransmission by cables of any broadcast television signals;

1.11 **"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;

1.12 **"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;

1.13 **"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;

1.14 **"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;

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

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

1.17 **"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 retransmits 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;

1.18 **"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;

1.19 **"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;

1.20 **"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;

1.21 **"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;

1.22 **"Subscriber"** means any person or entity including Hotels, restaurants, clubs, institutions etc. which has officially subscribed to the Cable TV Service in accordance the Subscription form duly filled by it and is contractually bound by the Subscriber Terms and Conditions ("T&C") and does not include any third party using/seeking to use the Service for further distribution, re-sale or commercial purpose.

1.23 **"Subscriber base"** means the number of subscribers reflected in the subscriber management system, of the digital addressable systems;

1.24 **"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;

1.25 **"Territory"** means such areas within DAS notified areas in respect of which a request has been made by the Broadcaster for carriage of its channels through the Cable Television Network of JCPL

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

1.26.1 The guidelines for uplinking from India, issued vide No.1501/2/2002-TV(I)(Pt.) dated the 2nd December, 2005; or

1.26.2 Policy guidelines for downlinking of televisions 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";

1.27 The words and expression used herein and not defined, but defined in "The Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television systems) Regulations, 2012" shall have the meaning assigned respectively to them in the said regulations.

2. SCOPE:

2.1 The Broadcaster in a view to maximize the reach and viewership of its channels has approached JCPL with a request to provide access thereby to carry its TV channels particularly specified herein, in its cable network.

2.2 In pursuant to the said request, JCPL has agreed to provide access to its network in the Territory mentioned herein under the terms and conditions of this RIO.

3. CHANNELS:

As specified in ANNEXURE – A

4. TERRITORY:

..... (to be filled at the time of execution)

5. TERMS:

5.1 On mutual agreement between the parties herein, the term of the agreement shall be for a period of one year, unless terminated earlier in accordance to the provisions of this agreement.

5.2 The period of this agreement shall commence from _____ and valid upto _____

5.3 The agreement may be renewed on mutually agreed terms and the parties shall open up the discussions at least 60 days prior to the date of expiry of this agreement for such renewal.

6. OBLIGATION OF THE BROADCASTER:

6.1 The Broadcaster shall be responsible for all the contents transmitted in its channels specified herein and covenants that the contents are transmitted only with proper license without contravening the provisions of "The Copy Right Act-1957".

6.2 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.

6.3 The Broadcaster shall supply good quality of signals so as to ensure the compliance to the relevant provisions of "The Standards of Quality of Service (Digital Addressable Cable TV Systems) Regulations, 2012 and its amendments thereto from time to time. 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.

6.4 The Broadcaster shall not convert its genre or language as mentioned in ANNEXURE-A without prior intimation to JCPL in writing by giving an advance notice of 60 days.

6.5 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 JCPL failing which it shall indemnify JCPL for any cost, penalty, award JCPL may suffer due to the abrupt discontinuation of the Channel(s).

6.6 The Broadcaster shall ensure the compliance with all laws which are applicable for television channels including but not limited to the provisions of "The Cable Television Networks Act-1995 (7 of 1995)", "The Emblems and Name (prevention of improper use) Act, 1950" (12 of 1950), "The Cinematography Act, 1952" (37 of 1952), "The Tamil Nadu Cinema Regulation Act, 1955", "The Prize Competition Act, 1955" (42 of 1955), "The Copy Rights Act, 1957" (14 of 1957), "The Trade and Merchandise marks Act, 1958" (43 of 1958), "The Consumer Protection Act, 1986" (68 of 1986), "The Telecom Regulatory Authority of India Act, 1997" (24 of 1997), "The Indecent Representation of Women (Prohibition) Act, 1986" (60 of 1986), "The Competition Act, 2002" (12 of 2003) and rules framed there under, all regulations made applicable to broadcasters under law. If for any reason if the Broadcaster contravenes the provisions of any law, JCPL shall be at liberty to immediately deactivate the respective channel from its network and shall re-activate only on such defaults are rectified to the fullest satisfaction of the authorities concerned.

6.7 The Broadcaster would provide high quality professional grade IRD box(es) and other requisite equipments to JCPL for receiving the Channel(s).

6.8 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.)

6.9 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.

6.10 The Broadcaster shall not insist JCPL to place its Channel in a particular channel number or in the genres other than that specified by it and JCPL is at liberty to place the channels on its own discretion.

6.11 The Broadcaster shall pay such amounts payable by it to JCPL on demand by JCPL as provided in this agreement.

7. CARRIAGE FEES:

7.1 In consideration of providing access to the cable network of JCPL within the territory mentioned herein, for carriage of TV Channel(s) specified in ANNEXURE-A during the term, the Broadcaster shall pay a carriage fee of Rs.2.00 (Rupees two) per subscriber set top box per month per channel on the average subscriber base of the month which shall be payable in advance in four equal installments on quarterly basis.

7.2 The said fee is exclusive of Taxes, charges and other Governmental levies and the Broadcaster is liable to pay the applicable taxes, cesses and etc. in addition to the above said fees.

7.3 The fees once paid shall not be refunded under any circumstances.

7.4 The rationale of carriage fee is provided in ANNEXURE-B.

8. PAYMENT:

8.1 JCPL shall raise quarterly Invoice in advance before commencement of each quarter for payment of carriage fee based on the number of STB's installed at the time raising the Invoice and the same has to be paid within a period of seven days from the date of Invoice. Thereafter, every month supplementary Invoice shall be raised for the additional STB's installed during each month. The payment for the supplementary Invoice shall be made within 7 days from the date of its receipt

8.2 The Broadcaster shall provide the statutory certificate for making any deductions as allowed by law, within the period specified under the prevalent laws.

8.3 The Broadcaster is liable to pay interest at the rate of 18% per annum for any delayed or defaulted payments.

8.4 Any delay or nonpayment of dues would be a non-performance of this agreement which shall lead to de-termination in which event JCPL is at liberty to de-activate or suspend the carriage of signals or to terminate this agreement in total, after following the due process of law.

9. RIGHTS OF JCPL

The Broadcaster hereby grants to JCPL, the non-exclusive rights during the term of this agreement for the Channels mentioned herein:

9.1 To receive the signals of its Channel(s).

9.2 To decrypt or encrypt, as the case may be, without interfering in its contents.

9.3 To carry the channel(s) directly to the subscribers or through its affiliated cable operators in its network.

9.4 To provide the channel(s) on a-la-carte basis and/or as a part of any one or more package(s) of TV Channels.

9.5 To formulate different packages for different location based on the demographic factors of a particular area.

9.6 To carry the channel(s) as per the declaration of the Broadcaster based on genre and shall have right and liberty to formulate and change at any time, the channel listings.

9.7 JCPL shall have the right to suspend the carriage of channel(s) on its network immediately, if the Broadcaster is in breach of any covenants of this agreement and the applicable laws, until such time the breach is rectified.

9.8 To have a non-exclusive grant of license to use, the trade marks/logo during the terms of this agreement.

10. 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.

11. 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 JCPL against any loss, damages, costs and expenses (including legal expenses) or otherwise in case any action is brought against JCPL concerning any programme, advertisement or any other material broadcast through the said channel by any party.

12. REPRESENTATIONS AND WARRANTIES:

The Broadcaster hereby represents, warrants, declares, undertakes, covenants and agrees that:

12.1 The Broadcaster is the absolute owner of the TV channel(s) mentioned herein and declares that the contents transmitted therein are done after due authorization from its rightful owners.

12.2 The Broadcaster shall not hold JCPL as its agent under this agreement. No subscriber or cable operators shall be deemed to have any privity of contract or direct contractual relationship with the Broadcaster by virtue of this Agreement. The relationship between the Broadcaster and JCPL is on "Principal to Principal" basis.

12.3 The Broadcaster shall independently put its best of efforts to market and promote the channel(s) in the territory through various means including public relations, trade related activities, road shows, advertisements and etc.

12.4 The Broadcaster agrees to pay the cost of disconnection notices if any, preferred by JCPL in an event of non- payment of dues. The said cost shall be paid along with the total outstanding if paid during the notice period or shall be added to arrears in case of disconnection of carriage and the said cost would constitute a part of outstanding and be included in the recovery proceedings, if any.

12.5 Nothing contained in this agreement shall constitute or be construed to be or create a partnership or joint venture between the Broadcaster and JCPL, and the Broadcaster shall not enter into any contract or obligation that purports to bind JCPL.

12.6 The Broadcaster shall not have any right, without the prior written consent of JCPL, to assign or transfer the agreement or any rights or obligations acquired by this agreement.

12.7 The Broadcaster acknowledges that it shall be deemed to have notice of any regulations and guidelines issued by competent Authority, as and when the same are issued.

12.8 The Broadcaster indemnifies JCPL in case of any breach of this agreement, for any loss, harm, injury, damage that may be caused to JCPL due to any act of omission or commission by the Broadcaster.

12.9 The Broadcaster shall submit to JCPL a copy of its permission for Up linking/Down linking obtained from the Ministry of Information and Broadcasting and confirms that the said permission shall be kept in full force and shall inform JCPL in the event of any changes or termination in its said permissions within 3 days of such change.

12.10 The Broadcaster has valid and continuing rights including copyrights contained in the content that the Broadcaster shall broadcast and exhibit through JCPL's network.

13. TERMINATION:

13.1 In the event of the Broadcaster failing to pay its current dues or make any default in payment, JCPL shall disconnect the carriage in accordance to the regulations of TRAI and shall have right to terminate this agreement.

13.2 In the event the Broadcaster decides to stop its broadcasting of channel(s) and notifies JCPL of its decision by giving two months of advance notice.

13.3 In the event JCPL decides not to carry on its present business activity pertaining to re-transmission of TV channels as Multi System Operator (MSO).

13.4 By either party in the event on one party fails to comply with any of the terms and conditions of this agreement and such failure, if capable of remedy, is not rectified within 30 days of receipt of written notice of such failure from the other party including an event of force majeure.

14. EFFECTS OF TERMINATION:

14.1 In case of default by the Broadcaster, JCPL may instead of termination the agreement, suspend the carriage of TV channel(s) in accordance to law, without any liability, responsibility or obligation to any of the viewers, advertisers and vendors of the Broadcaster for such period until the Broadcaster remedies the default.

14.2 All rights granted to and obligations undertaken by, the parties herein shall terminate immediately except obligations of the Broadcaster to forthwith pay the carriage fee, including the interest if any there from, which is due and payable to JCPL till the date of such termination.

14.3 Upon termination of this agreement before its expiry, the parties may, by mutual consent, revive this agreement. JCPL may re-activate the carriage of the channel(s) upon such revival subject to such terms and conditions as are mutually agreed.

15. CONFIDENTIALITY:

Other than reasonable disclosure, no terms or conditions hereof, nor any matters relating to the course of arrangement between Broadcaster and JCPL shall be disclosed by Broadcaster and JCPL 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.

16. DISPUTE RESOLUTION:

16.1 The rights and obligations of the parties under the agreement shall be governed by laws of India.

16.2 In case of any dispute between the parties, the parties shall try to resolve such dispute by mutual negotiations between the parties in best possible manner. Disputes if any shall be referred to Telecom Regulatory Authority of India (TRAI) or Telecom Disputes Settlement and Appellate Tribunal (TDSAT) as the case may be. For the matters falling outside the jurisdiction of TDSAT, the courts of Chennai shall have jurisdiction.

17. FORCE MAJEURE:

Failure on the part of either parties to perform any of its obligations and non provision of the access of its network by JCPL for carriage of Channel(s) of the Broadcaster, shall not entitle the other party to raise any claim against either party or constitute a breach of this agreement to the extent that such failure arises form an event of Force Majeure. Force Majeure shall include any war, civil commotion, governmental action not limited to cancellation of statutory permission/registration /license of either party except due to a fault of such party, accident, epidemic or any other event of any nature or kind whatsoever beyond the control of either party. It is mutually agreed that lack of funds shall not constitute an event of Force Majeure. If the condition of Force Majeure shall continue for a period exceeding 30 days, then the parties shall meet to decide upon the future performance of the agreement. If the parties are unable to agree upon a plan for future performance of the agreement, then the agreement shall be terminated upon notice of either party to the other, after the expiry of three weeks from the date of notice.

18. REGULATORY INTERVENTION:

In the event that there is any change to any applicable statues, 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.

19. 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.

20. NOTICE:

Any notice to be served upon any party by the other shall be deemed to have been validly sent if by Registered post with AD or Speed post at the address mentioned in the beginning or at such other changed address as the party may inform and the date of receipt of such notice by other party will be the date of the delivery or shall be 7 days from the date of dispatch of the notice.

21. 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.

22. 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.

23. 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.

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 JAK Communications Pvt Ltd.

Signature: _____

Name: _____

Title: Authorized Signatory

For _____

Signature: _____

Name: _____

Title: Authorized Signatory

ANNEXURE - A

Sl.No	Channel Name	Language	Genre	Carriage fees/STB/Month

ANNEXURE - B

Rationale of Carriage fee.

The basic tool in determining the carriage fees is the huge cost involved in building & Maintaining the network and further to that, the task of complying the regulations of TRAI not limited but to the size of 500 channels head end, QOS regulations and Consumer complaint redressal regulations, which requires enormous infrastructure which in turn results in huge investments and the above cost can be categorized in two types namely:

1. Capital cost

- 1.1 Setting up class of art digital head ends with the capacity to carry up to 500 channels which includes larger space, air conditioning systems, alternate power redundancy, professional encoders, Multiplexers, fire prevention systems and etc.
- 1.2 Setting up the Subscriber Management System which includes application server, database billing system which would include the software license fee, royalty, upgrade patents.
- 1.3 Setting up Conditional Access which includes license fee, monitoring solutions and middleware additional cost, third party servers.
- 1.4 Professional Fibre Optic underground leased back bone network.
- 1.5 Establishment of a professional Call Centre.
- 1.6 Subsidy on Set Top Boxes.
- 1.7 Mass printing and storage of stationeries including forms, manuals and etc.

2. Operating Cost:

- 2.1 Import duties based on foreign exchange fluctuations.
- 2.2 Skilled workers 24X7 maintenance.
- 2.3 Skilled call agents in Call centre.
- 2.4 Activation and deactivation support, hardware and software for STBs.
- 2.5. Interest costs on borrowings from financial institutions.
- 2.6 Invoicing, distribution of invoices and collection expenses.
- 2.7 Other over heads.

The broadcaster recognises that by reason of the aforesaid capital and operative costs the price of a Set Top Box ("STB") at the rates proposed to be offered by the JCPL to the subscriber will yield a negative return to the company.

The Broadcaster agrees that in order to JCPL meet out the aforesaid capital and operating costs and in order to maintain a vast consumer base to ensure the availability of Set Top Boxes in competitive rates the Broadcaster has agreed to offer the carriage fee mentioned herein in the agreement to access the cable network of JCPL.