

“REFERENCE INTERCONNECT OFFER OF ZEE TURNER LIMITED FOR IPTV SERVICE PROVIDERS PURSUANT TO THE TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION (FIFTH AMENDMENT) REGULATIONS, 2009 DATED 17TH MARCH 2009” EFFECTIVE FROM 1ST FEBRUARY 2010

The terms mentioned in this Reference Interconnect Offer (RIO) are broad terms indicative and applicable for IPTV Service Providers extending services to Subscribers, i.e. Ordinary and Commercial on acceptance of which the parties shall have to enter into a detailed Subscription Agreement ('Agreement') containing all the terms and conditions to enable the IPTV Service Providers to distribute the Channels of Zee Turner from its IPTV Platform to the Subscribers.

1. Parties Zee Turner Limited (“ZT” and/ or “Zee Turner”) and Licensed IPTV Service Provider hereinafter referred to as the AFFILIATE.

2. Term The “Term” of the Agreement shall be One Year unless terminated in accordance with the terms of the Agreement.

The Term of the Agreement may be extended on terms and conditions to be mutually agreed and recorded in writing between the parties. 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.

3. Territory Geographical areas in India where the IPTV Service Provider has been authorised by the Government of India to provide their IPTV Service.

4. ZT Channels As set out in **Annexure - I** attached herewith.

ZT reserves the right at any time during the Term to remove any channel from the list of ZT Channels if it ceases to distribute such channel in the Territory and terminate the grant of the associated distribution rights to AFFILIATE and replace any removed channel with a replacement channel or to add any channel to the list of ZT Channels and to grant the distribution rights to AFFILIATE in respect of the replacement or new channel. If any channels are removed, replaced or added to the list of ZT Channels, the License Fee payable pursuant to Clause 8 shall be amended accordingly. In case the removed channel is from the bouquet availed by the AFFILIATE the license fees shall be amended by reducing or increasing the Rate, as the case may be, by the percentage sum of the published a la carte rate for the removed and/ or replacement or new channel divided by the total published a la carte

rates for all of the ZT Channels in the bouquet availed.

It is hereby clarified for the avoidance of doubt that if any Free-to-air ZT Channel is converted as a pay channel or if any Pay ZT Channels is converted into a Free-to-Air channel, the License Fee payable pursuant to Clause 8 shall be amended accordingly by reducing or increasing the Rate, as the case may be, by the percentage sum of the published a-la-carte Rate for the concerned channel converted into Pay channel or Free-to-air channel as the case may be divided by the total published a-la-carte rates for all the ZT Channels in the bouquet availed.

5. Rights

The parties agree that on signing of the Agreement, AFFILIATE shall have the non-exclusive right to distribute the channels from its IPTV platform, simultaneously upon receipt of signal along with the multiple audio feed, if any, without interruption, editing, interference or alteration, to the AFFILIATE's authorized subscribers only, hereinafter referred to as "Subscriber", as defined in Clause 6 of this Offer. All other rights and means of distribution not specifically and expressly granted to AFFILIATE are expressly excluded and reserved by ZT.

The AFFILIATE shall not be granted Time Shift, Multiplex, Pay per View (PPV), Video on Demand (VoD) or Near Video on Demand (NVoD) rights and ZTL reserves such rights. AFFILIATE shall not store any content of ZTL's satellite television channels for any reason whatsoever, including, but not limited to the purpose of provision to its Subscribers as part of any Free TV, Interactive TV, Online service, save and except for compliance recording.

AFFILIATE shall carry each of the Channels in their entirety, at the time transmitted by ZT's licensors alongwith multiple audio feed, if any, without any editing, delays, alterations, interruptions, picture squeezing or re-sizing, insertion of graphic overlays, pull-through or crawls, deletions or additions.

The AFFILIATE shall offer all contributory language feeds for a given channel to every subscriber entitled to access that channel.

AFFILIATE shall, under no circumstance, sub license and/ or assign and/ or transfer the rights granted to it by ZT.

AFFILIATE shall not "push" content onto the STB, there shall not be automatic advertisement skipping

function (provided that nothing herein shall prevent a fast forward function) and/ or the AFFILIATE shall not create a virtual VoD or other on demand service in respect of the ZT's Channels.

Distribution is permitted only to STB's of AFFILIATE on the IPTV Platform. Distribution right on all other platforms including Mobile, Broadband, PC, Internet, Wireless, DTH, HITS etc. is not granted herein and the same are expressly withheld by ZT.

6. Authorized Subscriber

"Subscriber" means any subscriber who receives the signals of a service provider at a place indicated to the service provider by him without further transmitting it to any other person and includes ordinary subscribers and commercial subscribers unless specifically excluded.

"Ordinary Subscriber" means any subscriber who receives a programming service from a service provider and uses the same for his domestic purposes. For the purposes of this RIO, ordinary subscriber includes commercial subscribers other than (i) hotels with rating of three star and above; (ii) heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India); (iii) any other hotel, motel, inn, and such other commercial establishment providing board and lodging and having fifty or more rooms; and (iv) in respect of programmes shown on the occasion of a special event for common viewing, at any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of 50 persons.

Rates of ZT channels applicable to Ordinary Subscribers are set out in **Annexure-II** attached herewith.

"Commercial Subscriber" means any subscriber who receives a programming service at a place indicated by him to a service provider and uses signals of such service for the benefit of his clients, customers, members or any other class or group of persons having access to such place.

For the purposes of this RIO, Commercial Subscriber means: (i) hotels with rating of three star and above; (ii) heritage hotels (as described in the guidelines for classification of hotels issued by Department of Tourism, Government of India); (iii) any other hotel, motel, inn, and such other commercial establishment providing board and lodging and having fifty or more rooms; and (iv) in

respect of programmes shown on the occasion of a special event for common viewing, at any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of 50 persons.

Rates of ZT channels applicable to Commercial Subscribers are set out in **Annexure - III** attached herewith.

However, in the event, the AFFILIATE provides signals to both Ordinary and Commercial Subscribers, then the CAS and SMS system of the AFFILIATE must be capable of segregating both the types of subscribers i.e. Ordinary and Commercial whereby two separate and distinct SMS reports would be submitted by the AFFILIATE to ZT.

Each Set Top Box in a household or unit in a residential multi-unit dwelling or in an establishment shall be treated as a separate Subscriber. Where a Subscriber has more than 1 (one) set top box ("STB") (hereinafter "Supplementary Connection") authorized by the AFFILIATE to receive the Channels then such Supplementary Connection shall be considered as a separate and distinct "Subscriber" in all respect including License Fee. AFFILIATE shall maintain proper and accurate records of such supplementary connection and would furnish the details thereof as and when required by ZT.

7. Packaging

AFFILIATE undertakes to ZT that no ZT Channel shall be:

- i. disadvantaged or otherwise treated less favourably by the AFFILIATE with respect to competing channels on a genre basis; and
- ii. included in any package or tier that contains any channel with pornographic content or any gambling channel. AFFILIATE shall give ZT 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 ZT Channels for discriminatory treatment vis-à-vis similar channels falling within the same genres.

8. License Fee

For each month or part thereof during the Term of this Agreement, the AFFILIATE shall pay to ZT the Monthly License Fee which shall be the Rate multiplied by the Monthly Average Subscriber Level.

The bouquet and a-la-carte "Rate" per Subscriber are set out in **Annexures - II and III** attached herewith and the same is exclusive of all taxes and levies.

The "Monthly Average Subscriber Level" is equal to the sum of the number of subscribers on the first and last day of the month in question divided by two.

For the purpose of calculation of the Monthly License Fee payable to ZT, "Subscriber" means, for any calendar month, each Set Top Box, which is availing the Channel(s) of ZT through the AFFILIATE.

Calculation of License Fee:

- I. In case AFFILIATE avails one or more Bouquet(s) of ZT:
 - a. If the AFFILIATE is providing the Bouquet(s) as a whole to its IPTV subscribers, the Monthly License Fee for such Bouquet(s) shall be equal to the Bouquet rate as set out in the **Annexures – II and III** (ordinary or commercial rates as the case may be) multiplied by the number of monthly average number of subscribers availing the Bouquet(s).
 - b. If the AFFILIATE does not offer such opted bouquet(s) as a whole to its IPTV subscribers but offers only certain channels comprised in such bouquet or packages the channels comprised in such opted bouquet in a manner resulting in different subscriber base for different channels comprised in such opted bouquet, then the payment to ZT for such entire opted bouquet by the AFFILIATE, shall be calculated on the basis of subscriber base for the channel which has highest subscriber base amongst the channels comprised in the bouquet.
- II. In case the AFFILIATE avails one or more or all channels of ZT on ala carte rate basis:
 - a. If the AFFILIATE is providing the channels on ala carte basis to its IPTV subscribers, the Monthly License Fee for such ala carte channels shall be equal to the ala carte rate as set out in the **Annexures – II and III** (ordinary or commercial rates as the case

may be) multiplied by the number of monthly average number of subscribers availing the channels on ala carte basis.

- b. if the AFFILIATE does not offer such opted ala carte channel(s) as ala carte to its IPTV subscribers but offers the ala carte channel(s) in packages, then the payment to ZT for each of the ala carte channels, shall be calculated on the basis of subscriber base of the package in which such opted ala carte channel has been placed.
- III. In case the AFFILIATE avails one or more channels on ala carte rate basis and also opts for different Bouquet(s) not comprising of channels opted on ala carte basis of ZT:
- a. For bouquet(s), the monthly license fee shall be calculated on the basis of sub clause I above.
 - b. For ala carte channels, the monthly license fee shall be calculated on the basis of sub clause II above.

Payment of the License Fee shall be subject to deduction of any withholding tax/ TDS at the applicable rates in accordance with the provisions of the (Indian) Income Tax Act, 1961, as amended from time to time.

9. Payment Terms

The Monthly License Fee shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised by ZT on the basis of report of the AFFILIATE without any deduction except deduction of withholding tax/ TDS as provided in the Agreement.

Within seven days of end of each month, the AFFILIATE shall provide opening, closing and average number of subscribers for that month, based on which ZT shall raise an invoice on the AFFILIATE. In case the AFFILIATE fails to send the report within the said period of seven days, ZT shall have the right to raise a provisional invoice and the AFFILIATE 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 AFFILIATE for the immediately preceding month. On receipt of the report from the AFFILIATE, the parties would conduct reconciliation

between the provisional invoice raised by ZT and the report sent by the AFFILIATE.

The AFFILIATE 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 AFFILIATE shall constitute a material breach hereunder. Late payments shall also attract interest calculated from the date payment was due until the date payment is made in full at a pro rata monthly rate of 14%. The imposition and collection of interest on late payments does not constitute a waiver of the AFFILIATE's obligation to pay the License Fee by the Due Date, and ZT shall retain all of its other rights and remedies under the Agreement.

All Licence Fee payments hereunder are exclusive of all applicable indirect taxes including all and any service taxes, VAT, works contract taxes, customs duties, excise duties, entertainment taxes and other such taxes. All such taxes shall be at AFFILIATE's cost and will be charged at the prevailing rates by ZT to the AFFILIATE.

If payment of the Licence Fee is subject to deduction of any withholding tax/ TDS in accordance with the provisions of the (Indian) Income Tax Act, 1961, as amended, the AFFILIATE shall provide tax withholding certificates to ZT within such period as has been specified in the Income Tax Act/ Rules/ Notifications/ Circulars issued thereunder.

It is agreed and understood between the parties that the AFFILIATE shall be required to pay the subscription fee for a minimum period of 4 months to ZT in case the subscriber subscribes to sports channels (Zee Sports and/or Ten Sports) even if the said subscriber discontinues to avail the services before the end of four months period from the date of subscription.

It is explicitly made clear that in the event of any dispute including but not limited to commercial terms, pricing, tiering, and channel placement arising out of this agreement, the AFFILIATE shall continue to make the payment of license fee at the rate specified in Clause 8 till such time the dispute is resolved through dispute resolution mechanism specified in this RIO. Appropriate adjustment in this regard shall be made by the respective parties on final resolution of the dispute.

10. EPG

Before the signing of the Agreement, AFFILIATE shall apprise and make available to ZT the EPG Policy of the AFFILIATE's IPTV platform.

During the entire duration of the term, the EPG of AFFILIATE shall always contain the information of the programs being shown on all ZT channels in a manner approved by ZT without any cost or fee to ZT. AFFILIATE shall provide the format in which the said information regarding all the channels shall be furnished by ZT.

The LCNs for the ZT Channels shall not be changed during the Term.

The AFFILIATE shall give ZT 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 ZT Channels for discriminatory treatment vis-à-vis similar channels falling within the same genres.

11. Delivery and Security

All ZT Channels must be delivered by the AFFILIATE to subscribers in a securely encrypted manner and without any alteration.

The broadcast signal of the ZT's Channels by the AFFILIATE to its subscribers shall be no worse than that of the broadcast signal of any other channel within the same genre on its IPTV platform.

ZT shall provide requisite number of Integrated Receivers and Decoders (IRDs) subject to payment of processing fees, interest free security deposit per IRD and AMC charges as per the terms of Hardware Loan Agreement executed between ZT and the AFFILIATE.

AFFILIATE shall use its best efforts to maintain for ZT's channels first-class signal transmission quality in accordance with the best possible industry standards in the Territory.

12. Audit

ZT's representatives shall have the right, not more than twice in a calendar year, to review and/ or audit the Subscriber Management System (SMS), Conditional Access System (CAS), other related systems and records of Subscriber Management System of the AFFILIATE relating to the Channel(s) provided by ZT for the purpose of verifying the amounts properly payable to ZT under this Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of this Agreement. If such review and/ or

audit reveals that additional fees are payable to ZT, the AFFILIATE shall immediately pay such fees, as increased by the Late Payment Interest Rate. If any fees due for any period exceed the fees reported by the AFFILIATE to be due for such period by two (2) percent or more, the AFFILIATE shall pay all of ZT's costs incurred in connection with such review and/or audit, and take any necessary actions to avoid such errors in the future.

The AFFILIATE shall remain the sole owner and holder of all customer databases compiled by the AFFILIATE under this Agreement.

The AFFILIATE will maintain at its own expense a subscriber management system ("SMS") capable of, at a minimum:

- i. maintaining a computerised customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
- ii. administering subscriptions of Subscribers by producing and distributing contracts for new Subscribers and setting up and maintaining an infrastructure whereby Subscriber contracts are collected and recorded in the SMS database for ongoing administration;
- iii. handling all ongoing administrative functions in relation to Subscribers, including, without limitation, billing and collection of subscription payments, credit control, sales enquiries and handling of complaints;
- iv. administering payments of any commission fees from time to time payable to the AFFILIATE's authorised agents for the sale to Subscribers of programming packages;
- v. obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
- vi. enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.

13. 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 AFFILIATE 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 ZT. The AFFILIATE shall comply with the Anti-Piracy Requirements of ZT as set out in **Annexure – IV** attached herewith.

To ensure the AFFILIATE's ongoing compliance with the security requirements set out in the Agreement, ZT may require technical audits ("Technical Audit(s)") conducted by an independent security technology auditor ("Technical Auditor"), approved by ZT in writing no more than twice per year during the Term, at ZT's cost and expense. If the results of any Technical Audit are not found to be satisfactory by either the AFFILIATE or ZT, then ZT shall work with the AFFILIATE in resolving this issue in the next fourteen (14) business days. If a solution is not reached at by then, ZT may, in its sole discretion, suspend the AFFILIATE's right to distribute the Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to ZT's satisfaction. The AFFILIATE shall bear the cost and expense of any subsequent Technical Audit to verify that the systems, procedures and security measures have been corrected by the AFFILIATE to ZT's satisfaction.

The AFFILIATE 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 AFFILIATE 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 the AFFILIATE at the time the Channels are made available. If the AFFILIATE becomes aware that any unauthorized third party is recording, duplicating, cablecasting, exhibiting or otherwise using any or all of the Channels for any other purpose, the AFFILIATE shall within ten minutes of so becoming aware of such recording, duplicating, cablecasting,

exhibiting or otherwise using any or all of the Channels for any other purpose, notify ZT and the AFFILIATE shall also switch off the concerned Set Top Box to prevent such unauthorized use. However, use of a Set Top Box with Personal Video Recorder/ Digital Video Recorder facility which has been supplied by the AFFILIATE 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 AFFILIATE and the subscriber. The AFFILIATE shall comply with the specifications for Set Top Box, Conditional Access System and Subscriber Management System as setout in **Annexure – V** attached herewith.

If so instructed by Information (as defined below) by ZT, the AFFILIATE 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 ZT. 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 ZT representatives through other means of communications such as telephonic message, fax etc and the said “information” shall later be confirmed by ZT through e mail and the AFFILIATE shall be under obligation to act upon such information.

14. Reports

The AFFILIATE will maintain at its own expense a subscriber management system (“SMS”) which should be fully integrated with the CAS (Conditional Access System).

The AFFILIATE shall provide to ZT complete and accurate opening and closing subscriber monthly reports (separately for ordinary and commercial subscribers) for the ZT Channels and the tier and/ or package containing ZT Channels within seven (7) days from the end of each month in the format provided by ZT.

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 ZT Channel and each package in which a ZT Channel is included) and the Licence Fees payable to ZT and shall be signed and attested by an officer of the AFFILIATE of a rank not less

than Head of Department/ Chief Financial Officer who shall certify that all information in the Report is true and correct.

15. Suspension Rights

Subject to any applicable laws, ZT shall have the right to suspend delivery of the ZT Channels to the AFFILIATE after giving notice in terms of the applicable Law, in the event of:

- i. a material breach related to License Fee if the same is not paid by the AFFILIATE by the Due Date;
- ii. a material breach related to anti piracy, if such breach is not cured within the initial notice period of two (2) days; or
- iii. 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.

The AFFILIATE 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 ZT shall reimburse the AFFILIATE any amount paid by the AFFILIATE to ZT during such suspension period.

16. Termination

Either Party has a right to terminate this Agreement by a written notice, subject to applicable Law, to the other in the event of:

- i. 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;
- ii. the bankruptcy, insolvency or appointment of receiver over the assets of the other Party;
- iii. the IPTV license or any other material license/ permission necessary for the AFFILIATE to operate its IPTV service being revoked at anytime other than due to the fault of the AFFILIATE.

ZT shall have the right to terminate this Agreement by a written notice to the AFFILIATE if:

- i. The AFFILIATE breaches any of the Anti Piracy Requirements and fails to cure such

breach within ten (10) days of being required in writing to do so; or

- ii. ZT discontinues the ZT Channels with respect to all distributors in the Territory and provides the AFFILIATE with at least ninety (90) days prior written notice (unless the circumstances warrant a shorter period).

The AFFILIATE shall have the right to terminate this Agreement on written notice to ZT if the AFFILIATE discontinues its IPTV business and provides at least ninety (90) days prior written notice.

17. Effect of Termination

Upon expiration or termination of the Agreement, all rights granted to and obligations undertaken by the Parties under the Agreement shall terminate immediately except:

- i. AFFILIATE's obligations to pay Subscription Fees accrued under the Agreement upon or prior to the expiration or termination of the Agreement; and
- ii. the indemnity obligations of the Parties; and
- iii. the confidentiality obligations of the Parties; and
- iv. such other rights as may accrue to the Parties under applicable laws.

In addition, AFFILIATE shall forthwith:

- v. cease to use the Intellectual Property Rights of the Broadcaster and shall sign such confirmation of cessation of use of such Intellectual Property Rights as Broadcaster may require;
- vi. cease to provide or distribute/ transmit the Channels to the Subscribers;
- vii. return back to the Broadcaster the Decoders.

The expiry or termination of the Agreement shall be without prejudice to any rights which have already accrued to either Party under the Agreement prior to the date of expiry or termination.

18. Indemnification

Either Party shall be liable to indemnify, defend, and hold harmless the other Party and its parent, officers, directors, employees, and agents ("Indemnitees") against and from any and all third

party claims, lawsuits, costs, liabilities, judgments, damages, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any breach by the indemnifying Party of any provision herein, including any failure to comply with the applicable law.

Notwithstanding anything contained in this Agreement, neither Party shall be liable to the other for any indirect, special or consequential loss or damage arising under this Agreement, except that each Party is indemnified with respect to third party claims as mentioned above.

19. Jurisdiction

The Governing law shall be the Indian Law and TDSAT shall have exclusive jurisdiction in respect of any dispute between the parties, arising out of/ in connection with or as a result of the Agreement.

ANNEXURE - I

ZT CHANNELS

S. No	Channels
1.	Zee Cinema
2.	Zee TV
3.	Zee Studio
4.	Zee News
5.	Zee Bangla
6.	Zee Marathi
7.	Zee Punjabi
8.	CNN
9.	Cartoon Network
10.	Trendz
11.	Zee Café
12.	HBO
13.	Pogo
14.	Zee Business News
15.	Zee Action
16.	Zee Classic
17.	Zee Premiere
18.	Zee Telugu
19.	Zee Kannada
20.	ETC Punjabi
21.	ETC
22.	Zee Music
23.	Zee Jagran
24.	Zee Smile
25.	24 Ghante
26.	24 Taas
27.	Zee Talkies
28.	Zee Tamil
29.	Real
30.	WB
31.	Zee 24 Ghantalu
32.	Zee news Uttar Pradesh
33.	Zee Salaam

ANNEXURE - II

RATES OF ZT CHANNELS APPLICABLE TO ORDINARY SUBSCRIBERS

(w.e.f. 1st February 2010)

Rates of ZT channels applicable to Ordinary Subscribers including Commercial Subscribers other than (i) hotels with rating of three star and above; (ii) heritage hotels (as described in the guidelines for classification of hotels issued by department of tourism, government of India; (iii) any other hotel, motel, inn and such other commercial establishment providing board and lodging and fifty or more rooms; and in respect of programmes shown on the occasion of a special event for common viewing, at any place registered under the entertainment tax law and to which access is allowed on payment basis for a minimum of fifty persons.

A. Package and Rate of ZT Channels

BOUQUET	Rate to Operator if all channels in Bouquet are placed in Basic Entry Package	Rate to Operator if all channels in Bouquet are placed in Add on Package
Bouquet I (Zee TV, Zee Cinema, Cartoon Network, Zee Marathi, Zee News, CNN, Zee Café, Zee Studio, Zee Trendz, Zee Punjabi, Zee Bangla)	*Rs. 28.99 (Rupees Twenty Eight and Ninety Nine Paise Only) Per Ordinary Subscriber Per Month.	*Rs. 43.49 (Rupees Forty Three and Forty Nine Paise Only) Per Ordinary Subscriber Per Month.
Bouquet II (HBO, Pogo, Zee Business)	*Rs. 11.92 (Rupees Eleven and Ninety Two Paise Only) Per Ordinary Subscriber Per Month.	*Rs. 17.88 (Rupees Seventeen and Eighty Eight Paise Only) Per Ordinary Subscriber Per Month.
Bouquet III (Zee Classic, Zee Action, Zee Premier)	*Rs. 11.12 (Rupees Eleven and Twelve Paise Only) Per Ordinary Subscriber Per Month.	*Rs. 16.69 (Rupees Sixteen and Sixty Nine Paise Only) Per Ordinary Subscriber Per Month.

Bouquet IV (Zee Sports)	* Discontinued w.e.f. 1 st February 2010.	* Discontinued w.e.f. 1 st February 2010.
Bouquet V (Zee Telugu, Zee Kannada, ETC Punjabi, ETC, Zee Music, Zee Jagran, Zee Smile, 24 Ghante)	*Rs. 18.55 (Rupees Eighteen and Fifty Five Paise Only) Per Ordinary Subscriber Per Month.	*Rs. 27.82 (Rupees Twenty Seven and Eighty Two Paise Only) Per Ordinary Subscriber Per Month.
Bouquet VI (24 Taas and Zee Talkies)	*Rs. 8.56 (Rupees Eight and Fifty Six Paise Only) Per Ordinary Subscriber Per Month.	*Rs. 12.84 (Rupees Twelve and Eighty Four Paise Only) Per Ordinary Subscriber Per Month.
Bouquet VII (Zee Next)	Suspended w.e.f. 5 th March 2009.	Suspended w.e.f. 5 th March 2009.
Bouquet VIII (Zee Tamil)	Encrypted FTA.	Encrypted FTA.
Bouquet IX (HBO, POGO, Zee Business News, WB)	*Rs. 14.28 (Rupees Fourteen and Twenty Eight Paise Only) Per Ordinary Subscriber Per Month	*Rs. 21.42 (Rupees Twenty One and Forty Two Paise Only) Per Ordinary Subscriber Per Month.

B. Ala Carte Rate of ZT Channels

S. No.	Channels	Rate to Operator if the channel is placed on Basic Entry Package	Rate to Operator if the channel is placed on Add On Package
1.	Zee Cinema	6.94	10.41
2.	Zee TV	6.94	10.41
3.	Zee Studio	3.74	5.62
4.	Zee News	4.01	6.02
5.	Zee Bangla	4.33	6.50
6.	Zee Marathi	4.28	6.42
7.	Zee Punjabi	0.80	1.20
8.	CNN	0.80	1.20
9.	Cartoon Network	6.68	10.03
10.	Trendz	0.53	0.80
11.	Zee Café	4.28	6.42
12.	HBO	8.34	12.52
13.	Pogo	6.68	10.03
14.	Zee Business News	2.57	3.86
15.	Zee Action	5.35	8.03
16.	Zee Classic	5.35	8.03
17.	Zee Premiere	5.99	8.99
18.	Zee Sports	Discontinued w.e.f. 1 st February 2010	
19.	Zee Telugu	5.56	8.35
20.	Zee Kannada	3.99	5.99
21.	ETC Punjabi	4.81	7.22
22.	ETC	1.60	2.41
23.	Zing	2.67	4.01
24.	Zee Jagran	1.07	1.61
25.	Zee Smile	3.28	4.93
26.	24 Ghante	3.21	4.82
27.	24 Taas	4.54	6.82
28.	Zee Talkies	8.29	12.44
29.	Zee Tamil	FTA	FTA
30.	Ten Sports	Discontinued w.e.f. 1 st February 2010	
31.	Real	6.50	9.75
32.	WB	3.30	4.95
33.	Zee 24 Ghantalu	2.80	4.20
34.	Zee News Uttar Pradesh	FTA	FTA
35.	Zee Salaam	7.50	11.25

NOTES:

- The rate mentioned is for the package as well the ala carte rates are per “subscriber” per month rates
- The Rate per subscriber per month, both the package rate as well as the ala carte rate, would increase by the inflation rate as may be specified by TRAI or such rate as may be prescribed under existing regulatory regime. The above mentioned increase in the rate shall be effected on the rates prevailing in the immediately preceding year
- The rates mentioned are exclusive of any taxes and levies imposed by local or central authorities.
- For the purposes of this Rate Card “**Basic Entry Package**” shall mean all such package of channels offered by the operator which a subscriber of the operator, has to compulsorily avail from the operator to avail its service without additional obligation to subscribe to any other television channel or package of television channels of the platform.
- “**Add-On**” package” means a package of television channels which is a direct buy through (i.e. there is no intermediary packages) from a Basic Entry Package and the subscriber has to pay additional subscription fee over and above Basic Entry package to avail the same.
- If the operator subscribes for the channel on a bouquet basis from Zee Turner and offer certain channels comprised in the bouquet to its subscribers, in Basic Entry Package and some of the channels comprised in the Bouquet on add-on Package, the rate shall be mutually negotiated between the parties on the basis of the operator’s representation on the number of channels that will be placed in the Basic Entry package and number of channels that will be placed in add-on package.

ANNEXURE - III

RATES OF ZT CHANNELS APPLICABLE TO COMMERCIAL SUBSCRIBERS

Rates of ZT channels applicable to Commercial Subscribers i.e. (i) hotels with rating of three star and above; (ii) heritage hotels (as described in the guidelines for classification of hotels issued by department of tourism, Government of India; (iii) any other hotel, motel, inn and such other commercial establishment providing board and lodging and having fifty or more rooms; and in respect of programmes shown on the occasion of a special event for common viewing, at any place registered under the entertainment tax law and to which access is allowed on Payment basis for a minimum of fifty persons.

A. Package and Rate of ZT Channels

S. No	Category	Price	Channels
1.	Commercial Subscribers	Rs. 297/- per TV per month	1.Zee TV 2. Zee Cinema 3. Zee Café 4. Zee Studio 5. Zee News 6. Zee Trendz 7. One Regional Channel 8. Zee Classic 9. Zee Business 10. Pogo 11. HBO 12.Cartoon Network The above channels are being sold as one bouquet.
2.		Rs.9,000/- Per TV Per Month in Public Viewing Area	1.Zee TV 2. Zee Cinema 3. Zee Café 4. Zee Studio 5. Zee News 6. Zee Trendz 7. One Regional Channel 8. Zee Classic 9. Zee Business 10. Pogo 11. HBO 12.Cartoon Network The above channels are being sold as one bouquet.

B. Ala Carte Rate of ZT Channels

Sl. No	Channels	Rate (in Rs.) Per TV Per Month
1.	Zee TV	56
2.	Zee Cinema	46
3.	Zee Café	20
4.	Zee Studio	46
5.	Zee News	06
6.	Zee Trendz	46
7.	Any one of the regional channels.	05
8.	Zee Classic	25
9.	Zee Business	20
10.	Pogo	46
11.	HBO	56
12.	Cartoon Network	56

NOTES:

- The rate mentioned is for the package as well the ala carte rates are per “subscriber” per month rates
- The Rate per subscriber per month, both the package rate as well as the ala carte rate, would increase by the inflation rate as may be specified by TRAI or such rate as may be prescribed under existing regulatory regime. The above mentioned increase in the rate shall be effected on the rates prevailing in the immediately preceding year
- The rates mentioned are exclusive of any taxes and levies imposed by local or central authorities.

ANNEXURE - IV

ZT'S ANTI-PIRACY REQUIREMENTS

Anti-Piracy terms for a Company providing Pay IPTV Service in India ("IPTVCO")

1. General

- 1.1 IPTVCO shall take all necessary actions to prevent any unauthorised access to the Channels in the Territory.
- 1.2 Any change in DRM will need prior approval.
- 1.3 STBs will have copyright protection mechanism.
- 1.4 Digital outputs to have DTCP and HDCP.
- 1.5 The linkages between DRM/ transmission to be without manual intervention.
- 1.6 Reconciliation of SMS & DRM should be done on weekly basis.
- 1.7 Activation/ deactivation of STB/ VC should be done through SMS only. No body have right to do the activation/ deactivation directly through DRM.
- 1.8 The monthly report should give start date & end date which can give the information on the number of active customers channelwise on the start & end date, active and deactivated customers channelwise in between the selected period.
- 1.9 Atleast 2.0 mbps bandwidth should be allocated to each channel on MPEG 4 part 10 & 2.5 Mbps on MPEG 2.
- 1.10 Launch of any new STB with DVR/ PVR/ storage device features will need prior approval.

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, IPTVCO shall ensure that the Set Top Unit supplied to the Subscribers conforms to the BIS standards.
- 2.2 IPTVCO 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 IPTVCO 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 or commercial establishment address. Adequate systems, processes and controls shall include, without limitation, IPTVCO:
 - 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 Clause 2.4;

- 2.2.2 requiring all Subscribers to submit a utility bill or bank statement and in case of a Commercial Subscriber suitable and valid document as proof of address, including any Subscribers who have been previously de-authorised 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 re-location of a Set Top Unit, there is an independent physical verification of the new 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 IPTVCO 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 Clause 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 IPTVCO represents, warrants and undertakes that all installations of Set Top Units and Smart Cards are done directly by IPTVCO 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 Clause 2.2.1, IPTVCO'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 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 IPTVCO 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, IPTVCO 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 IPTVCO 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 Clause 2.4; and (b) enables the location of each and every Set Top Unit and Smart Card to be recorded.

3. Fingerprinting

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

- 3.3 IPTVCO 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 IPTVCO 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 IPTVCO on the Channels, as per the scheme provided by the Licensor; the Licensor 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 IPTVCO shall ensure that the Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2 IPTVCO 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 IPTVCO 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 bona fide 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 an authorized 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 Channels, (each, a "Piracy Event").
- 5.2 If the Licensor or IPTVCO becomes aware of a Piracy Event then IPTVCO 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 the Licensor decides to take legal or other action against any infringing party committing or causing any Piracy Event, IPTVCO shall provide all reasonable assistance to the Licensor to prevent or combat such Piracy Event.
- 5.2.2 If IPTVCO wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of the Licensor, where the Licensor shall be one of the parties to such action, it shall notify the Licensor in writing and seek the Licensor's prior written consent. Where the Licensor consents to IPTVCO taking legal or other action on behalf of the Licensor, IPTVCO shall keep the Licensor fully informed of the progress of such action. IPTVCO shall not settle, attempt to settle or otherwise compromise the rights of the Licensor or its Affiliates without the prior written consent of the Licensor.
- 5.2.3 IPTVCO agrees to change or upgrade its Conditional Access and/ or Subscriber Management systems in the event the Conditional Access is shown to be hacked.
- 5.3 IPTVCO shall investigate and report to the Licensor 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 Channels.

6. Defined Terms

In these Anti-Piracy Terms, 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.
"Channels"	means all television channels licensed by Licensor to IPTVCO.
"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.
"IPTVCO"	means a company providing pay IPTV services in India.
"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.

- "Licensor" means Zee Turner Limited.
- "Receiver Box" means the Licensor 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 IPTVCO.
- "Subscriber" means any subscriber who receives the signals of a service provider at a place indicated to the service provider by him without further transmitting it to any other person and includes ordinary subscribers and commercial subscribers unless specifically excluded. (Refer Cl.6 of the RIO).
- "Set Top Unit" 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 IPTVCO.
- "Smart Card" means, in relation to a Subscriber, a card or other device issued by IPTVCO to that Subscriber or embedded in "Set Top Unit" that, when enabled by a CA System and inserted/ embedded in such Subscriber's Set Top Unit, has the functionality of enabling such Subscriber's Set Top Unit to receive the Channels distributed by IPTVCO.
- "Territory" means geographical areas in India where the IPTV Service Provider has been authorised by the Government of India to provide their IPTV Service.
- "Viewing Card" means the Licensor-approved viewing card to be used in conjunction with the Receiver Box in order for IPTVCO to access and decode the Channels.

ANNEXURE - V

SPECIFICATIONS FOR SET TOP BOXES (STB), CONDITIONAL ACCESS SYSTEM (CAS) & SUBSCRIBER MANAGEMENT SYSTEM (SMS)

A. 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. The STB should have forced messaging capability.
9. The STB must be BIS compliant.
10. There should be a system in place to secure content between decryption & decompression within the STB.
11. The STBs should be addressable over the air to facilitate Over The Air (OTA) software upgrade.

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 MSO/ 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. CAS & 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 No.
 - c. Name of the Subscriber
 - d. Billing Address
 - e. Installation Address
 - f. Landline No.
 - g. Mobile No.
 - h. Email id
 - i. Service/ Package subscribed to
 - j. Unique STB No.
 - k. Unique VC No.
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 number of subscribers authorized
 - ii. The total number of subscribers on the network
 - iii. The total number 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.
