

REFERENCE INTERCONNECT OFFER BY TATA SKY LIMITED TO CHANNEL PROVIDERS SEEKING ACCESS TO ITS DIRECT TO HOME SERVICE

This REFERENCE INTERCONNECT OFFER ('RIO') has been drawn up in compliance with Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 ('Regulations') and the Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017, and subsequent amendments thereto (collectively referred to as the 'Interconnect Regulations') and is subject to the final outcome of the challenge filed in the courts against the Interconnect Regulations.

REFERENCE INTERCONNECT OFFER ('RIO'). The RIO consists of two parts – Part A and Part B. Part A consists of the Application Form to enable the Broadcaster to make an application to avail the DTH Service of Tata Sky Limited ('Tata Sky') and Part B consist of the Interconnection Agreement, containing terms and conditions, which, inter alia, provide the technical, commercial and legal terms and conditions upon which Tata Sky may grant access to the Broadcaster to the DTH Service of Tata Sky for re-transmission and distribution of the Channel(s) of the Broadcaster.

A- APPLICATION FORM

Application form to get access to the network for distribution of a television channel

1. Name of Channel Provider
2. The names of CEO/ MD of the Channel Provider
3. Registered Office address
4. Address for communication
5. Name of contact person/ authorized representative
6. Telephone
7. Email Address
8. Name of Channel for which request has been made
9. Details and the copy of permission letter issued by MIB for downlinking of Channel(s):

Sr. No.	Name of the Channel(s)	License Holder	Registration No.	Validity	
				From	To

10. Nature of Channel(s) (Pay/ FTA)
11. Genre of the Channel(s)
12. Language of the Channel(s)
13. Downlinking parameters of the Channel(s)
 - a. Name of satellite
 - b. Orbital location
 - c. Polarization
 - d. Downlinking frequency
14. Modulation/ coding and compression standard of channel
15. Encryption of the channel

Declaration

I _____ s/o or d/o _____, (Authorized Signatory) of _____
(Name of the Channel Provider) do hereby declare that the details provided above are true and correct

 Signature
 Date and Place

PART B- INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT ("Agreement") is entered into on ____, ____, 20__
BETWEEN

TATA SKY LIMITED, a company incorporated under the Companies Act, 1956 under the registration number CIN: U92120MH2001PLC130365 having its registered office at Unit 301 to 305, 3rd Floor, Windsor, Off C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400 098 (hereinafter referred to as the '**Tata Sky**', which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns); **AND**

----- **name of the Channel Provider** -----, a company incorporated under the Companies Act, 1956, under the registration number CIN: _____ having its registered office at _____ (hereinafter referred to as the '**Channel Provider**', which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its permitted successors and permitted assigns);

WHEREAS

- (A) Tata Sky is a DTH Service provider and, amongst other things, is engaged in the business of marketing and distribution of content in India;
- (B) Channel Provider is the owner and/or distributor of the Channel(s) (defined below) and/or is authorized to transmit signals of the Channel(s) in the Territory (defined below) under a valid and subsisting permission issued by the Ministry of Information and Broadcasting;
- (C) Channel Provider is desirous to access the DTH platform of Tata Sky for the purpose of re-distribution of its Channel in India in accordance with the applicable regulations and terms and conditions which govern such provision;
- (D) Tata Sky has agreed to distribute the Channel(s) of the Channel Provider, as described in this Agreement, on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows: -

1. **TERM.** Term of the Interconnection Agreement shall be one (1) year from the ____, unless terminated in accordance with the terms hereof. Tata Sky, subject to execution of the Interconnect Agreement between both the Parties and/or availability of spare channel capacity on the DTH Service of Tata Sky, whichever is later, will endeavour to make the Channel(s) available to Subscribers of Tata Sky.
2. **CHANNEL(S).** Channel Provider shall provide signals of the following Channel(s) within thirty (30) days from the date of signing of the written Interconnection Agreement with Tata Sky:

Sr. No.	Name of the Channel(s)	Genre	Language	Nature of the Channel(s)	
				Pay	FTA

3. **TERRITORY & TARGET MARKET.** India.
4. **CONDITION PRECEDENT.** The Channel Provider understands and acknowledges that the re-transmission of the Channel(s) is subject to the following conditions precedents:

4.1 Channel Provider desirous of retransmission and/or distribution of its Channel(s) on the DTH Service of Tata Sky must complete in full, accurately and legibly the Application Form, which forms the Part A of this RIO. Channel Provider must also provide all the information asked on the Application Form including all substantial information relevant to the Channel(s) named in the Application Form. The signed Application Form together the Interconnect Agreement must be sent to Mr. Arjun Dubey, Senior Manager – Content, Tel No.: +91 – 022-66133000 at email id: content@tatasky.com followed by originals to Tata Sky Limited, Unit 301 to 305, 3rd Floor, Windsor, Off C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400 098.

4.2 The Application Form must be accompanied with the following documents:

i.	This Agreement duly signed by the Channel Provider on all pages	vi.	List of directors and the name of the authorised signatory together with the board resolution evidencing the same
ii.a	Copy of valid licenses issued by the Ministry of Information and Broadcasting, India authorizing the broadcaster to operate each of the Channel(s) together with the latest license fee receipt issued by the MIB acknowledging the receipt of the license fee from the Broadcaster.	vii.	Copy of the certificate issued by the Income Tax department allotting the Permanent Account Number, Service Tax Number/GST Number to the Channel Provider
ii.b	If the name of any of the Channel(s) is changed or if there is any change in the name of the broadcaster (vis-à-vis the MIB list), then a copy of the MIB permission/approval reflecting the change.	viii.	Information on any insolvency proceedings or winding up proceedings pending against the Channel Provider, and/or a declaration that no such proceedings are pending against the Channel Provider.
iii.	Details of the earlier distribution agreement in force with between Tata Sky and the Channel Provider of the Channel (s) together with the agreements	ix.	A copy of the letter of authority issued by the broadcaster(s) ←===name of the broadcaster---→ authorizing the Channel Provider to negotiate and enter into carriage and placement agreements with distribution platform operators including Tata Sky. The letter must be in the Format as stated in Annexure 1 to this Agreement.
iv.	Charter documents including the Certification of Incorporation and the Memorandum and Articles of Association of the Company	x.	Demand Draft of Rs. 48,00,000/- [Rupees Forty Eight Lakh Only] towards Advance Confirmation Instalment payable by the Channel Provider for each of the Channel(s) as more particularly stated in section 7 below.
v.	Copy of the teleport agreement	xi.	All other additional information/ documents that may be requested by Tata Sky, to process the Application.
Each page of the aforesaid document must be duly signed by an authorized signatory of the Channel Provider or certified true by the authorized signatory of the Channel Provider thereby signifying the Channel Provider's acceptance to the terms and conditions of the RIO.			

4.3 An Application made by the Channel Provider shall be considered as acceptance of the Channel Provider to the terms and conditions of the RIO. An application shall be considered complete and valid only once all the conditions mentioned in section 4 (Condition Precedents), are complied with

by the Channel Provider to the complete satisfaction of Tata Sky. Consequently, the date on which Tata Sky has received the complete valid Application as considered in the section shall be deemed to be the date on which Tata Sky is in receipt of a written requests by the Channel Provider.

4.4. Notwithstanding to the contrary stated, nothing in this Agreement shall prevent Tata Sky from rejecting an Application of the Channel Provider, if

- (i) The Channel Provider refuses to pay the carriage fee to Tata Sky, or
- (ii) The Channel Provider is in default of any payments to Tata Sky and continues to be in default in connection with the Channels named in the Application Form and/or the any other channel(s) owned and/or distributed by the Channel Provider and/or any group company of the Channel Provider under other arrangements and/or RIO's, or
- (iii) Tata Sky believes that the Channel Provider, may not be able to pay carriage fee for the complete period of one (1) year thereby violating the regulations which mandates the period of interconnection agreement to be for minimum one (1) year, or
- (iv) The Channel Provider and/or any group company of the Channel Provider, is in default of any other terms and conditions of this RIO or any other interconnection agreement(s) signed by Tata Sky with the Channel Provider and/or any group company of the Channel Provider for any other channel(s) owned and/or distributed by the Channel Provider and/or any group company of the Channel Provider, or
- (v) If the Channel(s) was discontinued, in the past one year or less, because the monthly subscription of the Channel(s) was less than five (5) percent of the monthly average active subscriber base of Tata Sky, in each of the immediately preceding six consecutive months before discontinuation, or
- (vi) If the signals of the Channel(s) do not meet the technical specifications as specified by Tata Sky under this RIO or for any other purposes as may be informed by Tata Sky, or
- (vii) If there are any pending earlier requests by other Channel Provider or Tata Sky is unable to allocate spare capacity on the DTH Service of Tata Sky for re-transmission and distribution of its Channel(s).

4.5 GRANT OF RIGHTS. Channel Provider grants Tata Sky the non-exclusive rights for Linear re-transmission of the Channel(s) on the DTH Service of Tata Sky. In addition to the above, the Channel Provider authorizes and permits Tata Sky to offer to the Subscribers of Tata Sky the right to personal video record and/or digital video record the individual program and/or content telecast on the Channel(s) with the use of the set top box and/or other connecting devices and /or through cloud storage so that the Subscribers of Tata Sky can watch that recorded content on a time shifting basis and/or at a time later than the actual broadcast time of that individual program and/or content telecast on the Channel(s). Nothing in this Agreement shall restrict Tata Sky's right to provide the Subscribers of Tata Sky with personal video record and/or digital video record like functionality which allows the Subscriber of Tata Sky to record, time-shift, pause, forward or rewind individual programmes and/or Content on the Channel(s) through set-top boxes or other connecting equipment and/or internet connected devices and /or cloud storage which can be used for duplication of video and audio programming and watching the content on a time-shifted basis for the purpose of private, personal viewing and non-commercial basis by the Subscribers of Tata Sky, shall not be deemed a breach of this Agreement.

5. FEES AND INVOICING. The Rate of carriage Fee payable by the Channel Provider to Tata Sky shall be calculate in accordance with the Rate mentioned in Annexure 2 of this RIO. This Fee may be changed by Tata Sky in accordance with the Applicable Law. Tata Sky shall issue monthly invoice to the Channel Provider for collection of payment specifying the current payment dues and arrears (if

any) along with the due date for payment. Channel Provider explicitly agrees that Tata Sky may email invoices to the Channel Provider in PDF format to the Channel Provider's provided email address on the Application Form. Tata Sky will also send an original invoice to the Channel Provider by courier or other registered delivery method, as applicable. The date on which the Channel Provider first receives the Invoice(s) (or a copy thereof), either through email or other means of delivery, shall be considered as the actual date of receipt of the Invoice(s) by the Channel Provider.

6. DISCOUNTS. Tata Sky may offer discounts to the Channel Provider if the Channel Provider opts for any of the discount schemes mentioned in Annexure 2 of this RIO and only if the Channel Provider is eligible for the same under this RIO. Based on the discount scheme availed by the by the Channel Provider and stated in the Interconnection Agreement, the Fees payable by the Channel Provider to Tata Sky shall be calculated by Tata Sky. Tata Sky reserves the right to withdraw such discounts schemes and offer in accordance with the Applicable Law.

7. PAYMENT OF FEES.

7.1 Due Date. The date of receipt of the PDF of the invoice by the Channel Provider to the Channel Provider provided email address shall be the same date on which such invoices shall be deemed received by the Channel Provider. Channel Provider must make the payment of the Fees within fifteen (15) days from the date of receipt of the invoice by the Channel Provider ('Due Date'). All payments due to Tata Sky under this Agreement shall be made in India in Indian Rupees. Channel Provider must make all payments on or before the Due Date. Time being the essence of this RIO and/or Interconnection Agreement, any failure to make payment on or before the Due Date shall constitute a material breach of the RIO and/or Interconnect Agreement by the Channel Provider.

7.2 Interest Fee Advance Confirmation Instalment.

7.2.1 During the Term, the Channel Provider undertakes to pay and maintain with Tata Sky, an interest free Advance Confirmation Instalment of Rs.48,00,000/- [Rupees Forty Eight Lakh Only], towards each of the Channel(s) as a representation of its ability to pay the Fees for each of the Channel(s) that may (if any) accrue in favour of Tata Sky for the Term, for such transmission of each of the Channels of the Channel Provider on the Tata Sky DTH Service.

7.2.2 The Channel Provider acknowledges and agrees that Tata Sky shall be permitted, each month, to adjust pro-rata amount ('Pro-rata Amount'), from the interest fee Advance Confirmation Instalment, towards the monthly Fee that may accrue in favour of Tata Sky for that Channel(s) in a relevant month during the Term. The Channel Provider undertakes to pay the balance amount of the monthly Fee towards that Channel(s) on or before the Due Date based on the Pro-rata Amount adjusted by Tata Sky for each Channel(s) for relevant month during the Term.

7.2.3 The Channel Provider further acknowledges and agrees that, in the event the outstanding amount payable by Channel Provider exceeds beyond one (1) month for the Channel(s), then the Channel Provider grants Tata Sky, notwithstanding anything to the contrary stated above, an irrevocable right to adjust all outstanding of the Channel Provider against the interest free Advance Confirmation Instalment paid by the Channel Provider for that Channel(s), as stated above. Any shortfall in the interest free Advance Confirmation Instalment shall immediately be replenished by the Channel Provider and in any case, not later than fifteen (15) days from the date of such demand made by Tata Sky for the same.

7.3 Late Payment Interest Rate. Channel Provider, in addition to the outstanding dues agrees to pay Tata Sky, on demand from Tata Sky, interest on any sums which remain unpaid beyond the Due Date. Such interest shall accrue from the Due Date and shall be payable at 18 (eighteen) percent per annum. The imposition and collection of interest on late payments does not constitute a waiver of the Channel Provider's obligations to pay the Fee by the Due Date, and Tata Sky retains all of its other rights and remedies under this RIO and/or Interconnection Agreement including discontinuation of the Channel(s) from the DTH Services of Tata Sky and/or the termination of the Interconnection Agreement in accordance with the Applicable Laws.

- 7.4 **Admitted Debt.** Fee and/or the Advance Confirmation Deposit, for the Channel(s) payable to Tata Sky is an admitted debt of the Channel Provider and the Channel Provider is bound to pay the Fee towards the retransmission of the Channel(s). Channel Provider agrees and understands that non-timely payment of the Fee towards the retransmission of the Channel(s) shall result in discontinuation of re-transmission of the Channel(s) by Tata Sky from the DTH Service of Tata Sky and/or the termination of the Interconnection Agreement in accordance with the Applicable Laws.
- 7.5 **Set off, Adjustment and/or Termination.** Tata Sky reserves the right to terminate any or all of the Channel of the Channel Provider if there is any outstanding due and payable by the Channel Provider and/or the Channel Provider to Tata Sky for even one of the Channel(s). Additionally, Tata Sky reserves the right to adjust and/or set off the outstanding Fee and/or the Advance Confirmation Deposit, or any other monies payable by Channel Provider under this Agreement against the license fee or any other monies (if any) payable by Tata Sky to the Channel Provider under any other agreement and/or arrangement that the Channel Provider or any of its affiliate and/or group company may have with Tata Sky. Channel Provider agrees that this right of set off and/or adjustment mentioned in the forging sentence can only be exercise by Tata Sky and cannot be exercise by the Channel Provider.
8. **TAXES.** All payments of Fee under this Agreement are exclusive of all applicable taxes including all and any service taxes, value added tax, GST (Goods and Service Tax), works contract taxes, customs duties, excise duties, entertainment taxes and other such indirect taxes as may be applicable. All taxes, duties, levies and charges (if any) applicable on the re-transmission of the Channel(s) and/or making the Channel(s) available to the Subscribers on the DTH Service of Tata Sky including the Fee shall be solely borne by the Channel Provider, in addition to the Fee. All payments of Fee from the Channel Provider to Tata Sky shall be paid without any deduction except deduction of withholding tax/tax deduction at source. If any withholding taxes are applied on the Fee, Channel Provider shall issue to Tata Sky, within the timelines set out in the Income Tax Act, the requisite tax withholding certificates and documents evidencing such amount remitted to the authorities so that Tata Sky can claim necessary credits against the taxes withheld in accordance with the provisions of the Income Tax Act. Tata Sky shall raise tax invoices against the GST Numbers provided by the Channel Provider. In absence of the same, Tata Sky shall treat the Channel Provider as unregistered. In case GST Numbers are provided by the Party subsequently, invoices already raised prior to the receipt of such GST numbers, shall not be cancelled or rectified.
9. **MARKETING AND PROMOTION.** Channel Provider grants Tata Sky the non-exclusive and royalty free right to use the trademarks of the Channel(s) in connection with Tata Sky's marketing and promotional material across all platforms, medium and media, including without limitation website, EPG, Interactive guide and any other medium now known or that may be invented in future during the Term. The Channel Provider shall promote the availability of the Channel(s) on Tata Sky DTH Service in a manner no less favourable than the promotional activity it may carry out for other platforms on which the Channel(s) is distributed and shall always ensure that Tata Sky is given equal prominence in all advertising, marketing and promotional materials in connection with the Channel(s). All marketing, advertising and promotional material shall be approved by Tata Sky prior to it being used by the Channel Provider.
10. **GENRE.** Channel Provider undertakes to declare its Genre in accordance with the documents submitted with TRAI. If the Channel Provider changes the Genre, the Channel Provider undertakes to inform Tata Sky immediately and submit the supporting documents. Tata Sky shall have the right to change the EPG and LCN position of the Channel(s) including the relative EPG position of the Channel(s) subsequent to the change in Genre, in accordance with the Applicable Law
11. **HOLDBACK.** Channel Provider agrees that none of the Pay Channel(s) shall be transmitted or exhibited or made available on Free Basis on any platform, medium or technology now known or that which may be invented in future during the Term. For the purposes of this clause, 'Free Basis' means transmission of the Channel(s) by any third party including a distribution platform without any payment obligation imposed on the viewers (as applicable) for viewing and/or access to the

Channel(s). Parties agree that the forgoing obligation shall only apply to Channel(s) that is Pay Channel(s) and shall not apply to Free to Air Channel(s).

12. **PACKAGING.** Channel Provider agrees that Tata Sky shall always have full flexibility in terms of packaging the Channel(s) in any of its consumer offerings and/or packages and/or tiers including putting the Channel(s) in one or more tiers and/or packages and/or consumer offerings by Tata Sky. Tata Sky shall be free to retail, distribute, package the Channel(s) in any tier/package/bouquet and market the Channel to its subscribers through the DTH Service of Tata Sky as deem fit by Tata Sky, in accordance with Applicable Laws.
13. **ELECTRONIC PROGRAMMING GUIDE (EPG) / LOGICAL CHANNEL NUMBER (LCN).**
 - 13.1 Tata Sky shall have full flexibility to change the EPG and LCN position of the Channel(s) including the relative EPG position of the Channel(s) during the Term in accordance with the Applicable Law. Channel Provider shall provide at its own cost all required information (including accurate schedules, event and synopsis information) in the formats required by Tata Sky and in accordance with the operational and technical specifications provided to the Channel Provider by Tata Sky from time to time.
 - 13.2 Channel Provider agrees that Tata Sky may, without any specific obligation to do so, include and/or combine further information to the EPG information provided by the Channel Provider and the Channel Provider shall have no objection to the inclusion and/or combining of such additional information relating to the content schedule for telecast on the Channel(s).
 - 13.3 If the Channel Provider fails to comply with the requirements of this section, then Tata Sky shall have no liability, in the event, Tata Sky does not include any Channel(s) information within its EPG and/or Interactive Guide. Further, without prejudice to the other rights that Tata Sky may have under the law and/or the RIO/Interconnection Agreement, Tata Sky reserves the rights to charge penalties to the Channel Provider in accordance with the Tata Sky policy prevailing at that period of time.
14. **ALTERATION OF SERVICES.** Tata Sky agrees to re-transmit the Channel(s) on the DTH Service of Tata Sky in its entirety, in the order and at the time transmitted by the Channel Provider and/or the broadcaster without any editing, delays, alterations, interruptions, dubbing, voice over, sub title, insertion of graphic or animated overlays, pull-throughs or crawls, scrawls, scrolls, deletions or additions, unless (i) agreed in advance in writing between the Parties or (ii) it is mandated by any Government Authority, court, quasi-judicial authorities and/or regulatory bodies, or (iii) to communicate to the Subscribers including without limitation to inform the Subscriber of an impending blackout or disruption or disconnection of services (iv) for reasons connected with the EPG, Interactive services and functionality of Tata Sky. In addition to the above, Tata Sky shall also have the right to insert Tata Sky's water mark on the Channel for retransmission on the DTH Service of Tata Sky.
15. **VIEWING CARD, DELIVERY AND DELIVERY FAILURE.**
 - 15.1 **Viewing Card.** Channel Provider shall provide 2 Viewing Cards (VC) and required PIRD (Professional Integrated Receiver Decoders or CAM Modules (CAM) of each of the Channel(s) to Tata Sky to enable down-linking of the same. In addition to the above, Tata Sky shall need additional CAM Module and VC card for its disaster recovery site(s). The VC & PIRD/CAM shall be and remain the property of the Channel Provider. In case of defect in any VC & PIRD/CAM, Channel Provider shall arrange to replace the same within 72 hours of receiving notice from Tata Sky. The Channel Provider further agrees that in the event multiple channels of the Channel Provider are re-transmitted on the DTH Service, Channel Provider shall ensure that all Channels are transmitted to Tata Sky on a single VC card and the CAM Module provided by the Channel Provider must support the multi service decryption of such Channels. If Channel Provider cannot provide the Multi decryption CAM Module, the Channel Provider must inform Tata Sky at the time of submitting the Application. Further, it is agreed that upon submission of the Agreement by the Channel Provider, it shall be deemed to have construed that the Channel Provider has granted Tata Sky permission to use Tata Sky 's own models of Multi decryption CAM Module and any costs incurred by Tata Sky in

connection thereto shall be payable by the Channel Provider to Tata Sky upon Tata Sky raising an invoice for the same.

- 15.2 Delivery.** Every Channel Provider, broadcaster and distributor of Channel(s) shall maintain technical standards of the signals as per the relevant standards laid down by the Digital Video Broadcasting (DVB)/European Telecommunication Standards Institute (ETSI)/International Electro-Technical Commission (IEC)/ Indian Standard. Channel Provider shall provide an uninterrupted transmission of the content on the Channel(s), 24 hours 7 days a week throughout the Term, irrespective of the broadcast hours to Tata Sky Subscribers chosen by Tata Sky in its sole discretion. The Channel(s) will be transmitted upon receipt of signals from the Channel Provider. The Parties agree that the linear feed of the Channel shall be the same feed which is made available by Channel Provider to other distribution platforms in India and shall always be the first-run linear feed of the Channel(s) in India. Channel Provider shall cause the delivery of the Channel(s) to Tata Sky which shall be in standard PAL format and/or as per highest prevailing industry quality standard in India and shall not discriminate in its method of delivery vis-à-vis other DTH Services in India. All HD Channel(s) (if any) shall comply with the HD Content and Technical Specifications as detailed in Annexure 3.
- 15.3 Delivery Failure.** Channel Provider shall notify Tata Sky immediately in the event of any failure, technical disruptions, outage, interruption in or interference with the delivery of content and/or the Channel(s) to Tata Sky (a 'Delivery Failure') and the Channel Provider shall rectify the same as soon as possible. Further, without prejudice to the other rights that Tata Sky may have under the law and/or this RIO/Interconnection Agreement, Tata Sky shall be entitled to take such steps which are in the interest of its Subscribers and/or reserves the rights to charge penalties to Channel Provider, for each Delivery Failure, in accordance with the Tata Sky policy prevailing at that period.
- 16. ANTI - PIRACY AND SECURITY.** Channel Provider shall enforce strict piracy and auditing practices to ensure a fair and competitive market place. Channel Provider agrees to consistently enforce all provisions of its arrangements and/or agreements with other distributors (including DTH and cable distributors) regardless of the technology used by any such distributor.
- 17. REPRESENTATION AND WARRANTIES.**
- 17.1 By Both Parties.** Both the Parties represent and warrant that (a) the Parties have all requisite corporate power and authority and all rights to enter into, and fully perform their obligations under the Agreement; (b) the execution, delivery and performance of the Agreement and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; (c) All right, title and interest in the respective trademarks, trade names, service marks, logos, materials and formats shall lawfully belong solely and exclusively to the respective Parties and no other party shall claim adversely to or challenge the rights of the lawful owner with respect to other's Intellectual Property Rights.
- 17.2 By Channel Provider.** The Channel Provider represents and warrants that the Channel Provider:
- 17.2.1** Has the sole, unencumbered and exclusive right, title and interest or license to the intellectual property rights, trademarks, trade names, service marks, logos, materials including without limitation the name of the Channel(s), and therefore has the right to sign this RIO and/or execute the Interconnection Agreement and further grant the aforesaid rights to Tata Sky
- 17.2.2** Has the sole, unencumbered and exclusive right, title and interest to the Channel(s) and/or or license distribute the Channel(s) and/or the content transmitted on the Channel(s) including without limitation the films, individual programmes on the Channel(s), and therefore has the right to enter into this Interconnection Agreement and further grant the aforesaid rights to Tata Sky.
- 17.2.3** the broadcaster of the channel has obtained and shall keep valid all licenses, approvals and permission, for the operation and transmission of the Channel(s). The Channel Provider or broadcaster of the channel has obtained the requisite rights to the content broadcast on the Channel(s), from all third

parties including without limitation government bodies, statutory authorities, government department, ministries.

- 17.2.4** All the regulatory approvals enclosed with the Application Forms and all other documents are complete copies of the original and remain in full force and effect and none of its terms or conditions has been amended, varied or waived in any manner whatsoever, whether by course of conduct or otherwise. The Channel Provider further represents and warrants that all the regulatory approvals and licensed enclosed with the Application Form, including the license issued by the Ministry of Information and Broadcasting, would be renewed, as required under the applicable laws, before expiry of such regulatory approvals and/or licenses.
- 17.2.5** In the event of change in the name of the Channel(s) or the genre of the Channel(s) or such other details mentioned in the approval issued by the MIB, the Channel Provider undertakes to immediately inform Tata Sky and submit a copy of the amended/modified MIB approval for the records of Tata Sky records. Such amended approvals submitted by Channel Provider, shall then form a part of the RIO/Interconnection Agreement.
- 17.2.6** The content of all Channel(s) is and shall at all times during the Term confirm to the Applicable Laws, the content code as specified by the MIB, guidelines, regulations, advisory, directive, orders issued/passed by self-regulatory bodies, judicial bodies, quasi-judicial bodies, quasi government bodies, Indian Broadcasting Foundation, News Broadcasters Association, ministry(ies), courts, tribunal, government organization(s), including Central Board of Film Certification in India, TRAI.
- 17.2.7** Shall be solely responsible to obtain third party clearances, permissions, approvals, authorizations, rights and licenses and to make all payments including without limitation fees, revenue, royalty participations, guild residual payments, public performance royalty and deferred talent compensation due to such third parties, including without limitation scriptwriters, storywriters, music composers, lyricist, sound record, performers, artist, music societies guilds etc., arising from the broadcast of the content on the Channel(s).
- 17.3** By **Tata Sky**: Tata Sky represents and warrants that:
- 17.3.1** It has obtained and maintained all necessary license, permits, and approvals required under the Applicable Law for the retransmission of the channel on its DTH Service.
- 17.3.2** That it shall not do anything, which may indicate that any TV programme on the Channel(s) is from a source other than from the Channel(s).
- 17.3.3** That it shall not modify, misuse or tamper with the equipment including the seal or any signals emanating there from, in a manner that prevents the identification of the equipment number or interferes with the signals emanating there from
- 18. RENEWAL, TERMINATION AND CONSEQUENCES OF TERMINATION.**
- 18.1 Renewal.** The RIO/Interconnection Agreement shall expire due to efflux of time at the end of the Term of that Channel(s). Both Parties shall enter into a new written interconnection agreement for continuing carrying the Channel(s) beyond the Term of the Interconnection Agreement in accordance with the Interconnect policy of Tata Sky at that period and in accordance with the Applicable Law. In the event, the Parties fail to enter into a new written interconnection agreement before the expiry of the existing Interconnection Agreement, then Tata Sky shall have the rights to discontinue such Channel(s) on expiry of the existing Interconnection Agreement.
- 18.2 Termination.** The Parties agree that the RIO/Interconnection Agreement may be terminated in the following manner:
- 18.2.1 By Tata Sky for non-payment of outstanding dues.** Tata Sky may suspend delivery of any or all of the Channel(s) of the Channel Provider under this RIO/Interconnection Agreement and/or any other agreement that Tata Sky may have with the Channel Provider or terminate this

RIO/Interconnection Agreement, at any time in accordance with Applicable Laws and Inter Connect Regulations, if the Channel Provider defaults in payment of any Fee by the Due Date or the Advance Confirmation Deposit(s). Immediately on issuance of the termination notice, Tata Sky reserves the right to communicate to its Subscriber of the disconnection of the Channel(s) including through scrolls on the Channel(s) proposed to be discontinued in accordance with the Applicable Law.

- 18.2.2 By Tata Sky for Delivery Failure.** Without prejudice to Tata Sky's other rights and remedies for breach of this RIO/Interconnection Agreement, Tata Sky shall be entitled to terminate this RIO/Interconnection Agreement, in accordance with Applicable Laws and Inter Connect Regulations, if a Delivery Failure occurs on any of the Channel(s). Immediately on issuance of the termination notice, Tata Sky reserves the right to communicate to its Subscriber of the disconnection of the Channel(s) including through scrolls on the Channel(s) proposed to be discontinued in accordance with the Applicable Law.
- 18.2.3 By either of the Parties for a breach committed by the other Party.** Either Party shall have the right to terminate this RIO/Interconnection Agreement by giving prior written notice to the other Party in accordance with the Applicable Law in the event the other Party breaches any of its obligations, representations, warranties under this RIO/Interconnection Agreement or violates any Applicable Law and fails to rectify such breach/violation within the notice period stated above.
- 18.2.4 By either of the Parties upon commencement of the liquidation and/or winding up.** Either Party may terminate the Agreement by giving the other Party prior written notice in accordance with the Applicable Laws at least three (3) weeks prior written notice if the other Party: (a) takes (or has commenced against it) any step or action or legal proceedings for its winding-up, liquidation, dissolution; or (b) enters into a compromise with its creditors (other than for a solvent reconstruction);
- 18.2.5 By Tata Sky without assigning any reason.** Tata Sky may suspend delivery of the Channel and terminate this RIO/Interconnection Agreement, by giving prior written notice to the Channel Provider in accordance with the Applicable Laws.
- 18.2.6 By Tata Sky for drop in monthly subscription percentage of the Channel(s).** Notwithstanding any contained elsewhere in this Agreement, it shall be permissible for Tata Sky to discontinue carrying of the Channel(s), in case the monthly subscription percentage for that Channel(s) is less than the discontinuation threshold calculated as per Applicable Laws.
- 18.3 Consequences of Termination.** Parties agree that the following are the consequences of termination:
- 18.3.1** Tata Sky may discontinue the transmission of the Channel(s) on its DTH Service.
- 18.3.2** Tata Sky may issue a disconnection notice in accordance with the Applicable Law to inform the public and/or Subscriber of Tata Sky of the impending disconnection of that Channel(s) upon completion of notice period under Applicable Law.
- 18.3.3** Save and except for the compliance copy to be retained by Tata Sky beyond the Term or upon early termination of this RIO/Interconnection Agreement, each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession. On the termination or expiry of this RIO/Interconnection Agreement, Tata Sky reserves the right to retain and use a copy of all the content telecast on the Channel(s) including all material in connection there to, to the extent expressly required by any law or to respond to any claims/notices received from third party.
- 18.3.4** Each Party shall stop using any marketing material/product which contains the intellectual property of the Channel Provider and/or any Tata Sky Marks.
- 18.3.5** Termination or expiry of this RIO/Interconnection Agreement will not affect the obligations, rights and liabilities of the parties that are expressly or impliedly to survive the termination or expiry of the RIO/Interconnection Agreement.

- 18.3.6 Those provisions of this RIO/Interconnection Agreement that are explicitly, or by their nature, intended to survive termination or expiry of this RIO/Interconnection Agreement shall survive termination or expiry of this Agreement.
- 18.4 **Partial Termination:** Tata Sky reserves the right to terminate this RIO/Interconnection Agreement only to the extent of that particular Channel(s) or for all the Channel(s) as deem fit by Tata Sky.
- 18.5 **Other Remedies.** Each Parties right to terminate the RIO/Interconnection Agreement shall be without prejudice to its legal and equitable rights to any claims under the RIO/Interconnection Agreement including damages, and other remedies available under Applicable Laws.
19. **INDEMNIFICATION.** Each Party agree to indemnify and hold the other Party, and its respective officers, directors, employees, agents and affiliates, harmless from and against any and all third party claims, lawsuits, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees and related costs, losses and damages that may have resulted to Tata Sky due to dissatisfied subscribers, refunds to subscribers for disconnection of the Channel(s), costs of the disconnection notice issued by Tata Sky to inform its Subscribers) arising out of the breach of any obligation, representation, warranty or undertaking made by it hereto.
20. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary stated in this RIO/Interconnection Agreement and to the maximum extent allowed under the Applicable Law, neither Party shall be responsible for any indirect, consequential, punitive or special damages, whether foreseeable or not that may arise due to breach of any obligation under this RIO/Interconnection Agreement by the defaulting Party.
21. **TATA CODE OF CONDUCT AND ETHICS.** The Tata group has always been a value driven organization and these values continue to direct the Tata group's growth and business. Channel Provider shall uphold the Tata Code of Conduct, which is available at <http://www.tata.com/aboutus/articlesinside/Tata-Code-of-Conduct> or as may be updated from time to time. To this intent, the Channel Provider undertakes that the Channel Provider shall always be in compliance with all applicable anti-corruption laws including without limitation Prevention of Corruption Act, The Lokpal and Lokayuktas Act, 2013. The Channel Provider represents and warrants that neither Channel Provider nor any of its directors, officers, employees and/or related has taken nor shall take, any action that would cause this Agreement to violate any such anti-corruption law, which includes offering, paying, giving, promising or authorizing the payment of any money, gift or anything of value to: (i) any government official (defined as any officer, employee or person acting in an official capacity for any government department, agency or instrumentality, including state-owned or -controlled enterprises and public international organizations, as well as a political party or official thereof or candidate for political office), or (ii) any person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any government official.
22. **FORCE MAJEURE.**
- 22.1 Neither of the Parties shall, in any manner whatsoever, be liable or otherwise responsible for any delay or default in, or failure of, performance resulting from or arising out of or in connection with any Event of Force Majeure and any such delay, default in, or failure of, performance shall not constitute a breach by such Party hereunder. If an Event of Force Majeure which prevents either Party from fully and substantially performing its obligations under this RIO/Interconnection Agreement continues for a period exceeding twenty-one (21) consecutive days, the other Party may terminate this RIO/Interconnection Agreement prior to its expiration by notice in writing to the affected party.
- 22.2 If an Event of Force Majeure has continued for more than twenty-one (21) consecutive days, the unaffected Party may terminate this Agreement with respect to only the affected Channel(s) by giving notice in writing to the affected Party and this RIO/Interconnection Agreement shall be terminated with respect to such affected Channel(s). For the avoidance of doubt, if this RIO/Interconnection Agreement is terminated pursuant to this section, neither Party shall have any liability to the other

because of such termination (provided that rights and liabilities which accrued prior to such termination shall continue to subsist).

23. SATELLITE FAILURE.

23.1 The Parties agree that in the event, there is any satellite failure on a satellite used by Tata Sky (whether attributable to Tata Sky or otherwise), during the term of this agreement, then Tata Sky shall have the right to discontinue the transmission of the Channel(s), or any part of it, without any prior notice to Channel Provider. During such period of discontinuation, the Channel Provider acknowledges and agrees that Tata Sky shall not be responsible in any manner to the Channel Provider for any compensation, claims, damages etc. Satellite failure for illustration shall include the following:

23.1.1 Complete failure of the satellite presently used, or any new satellite used in the future by Tata Sky;

23.1.2 Partial failure of the satellite, or any of the transponders of the satellite, presently used, or any new satellite used in the future by Tata Sky;

23.1.3 Any failure due to technical interference from any alternate satellites, such that Tata Sky is unable to use the satellite, or any part of it.

23.2 In the event of partial failure, Tata Sky reserves the right to select the Channel(s) which Tata Sky would like to continue carrying on the Tata Sky DTH Network. In the event such complete failure of the satellite continues for a period of beyond 60 days, both Parties reserve the right to terminate the RIO/Interconnection Agreement in accordance with Application Laws.

24. MISCELLANEOUS.

24.1 Relationship. This RIO/Interconnection Agreement has been entered into a principal-to-principal basis and none of the provisions of this RIO/Interconnection Agreement shall be deemed to constitute a partnership or a joint venture or an agency relationship between the Parties. No Party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

24.2 Entire Agreement. RIO/Interconnection Agreement shall constitute the entire agreement between the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements, oral or written, with respect thereto. Accordingly, this RIO/Interconnection Agreement shall supersede any RIO/Interconnection Agreement or understanding entered into for the purposes described in this RIO/Interconnection Agreement the Channel(s) and the related obligations.

24.3 Confidentiality. Each Party shall keep confidential all the information or proprietary materials that either of the Party may have shared with each other or gained accessed during the discussions in connection with this RIO/Interconnection Agreement including the terms and conditions (other than the existence and duration) of this RIO/Interconnection Agreement and shall not disclose that information except: (i) as may be required by any Applicable Law or an order passed by a regulatory body or a court or during the course of investigation conducted by a government authority; or (ii) investors or lenders, or potential investors or lenders or affiliated companies or group companies, as a part of normal reporting procedure or (iii) to their duly authorized accountants, auditors, legal counsel or consultants, whose duties justify their need to know such information. All receipts of any information under this Agreement shall be bound by the confidentiality obligations of this provision.

24.4 Notices. All complaints, notices under this RIO/Interconnection Agreement shall be in writing and shall be sent to Tata Sky at Tata Sky Limited, Regional Office (North), Mandi Road, Chhattarpur, PO Chhattarpur, New Delhi – 110 074 marked to the attention of Chief Legal and Regulatory Affairs Officer and to the Channel Provider at address mentioned in the Application Form. The notices shall be sent by (i) registered mail with proof of delivery or (ii) personal delivery or (iii) courier with proof of delivery. Any notice given in accordance with point (i) and (iii) above, shall be deemed to have been given upon the delivery date mentioned in the proof of delivery. Any notice given in accordance with point (ii) above, shall be deemed to have been given on the same date on which the personal delivery is done.

- 24.5 Assignment.** Channel Provider agrees that the Channel Provider has no right to assign or further transfer any of the rights and privileges that vest or will vest in Channel Provider in terms of this RIO/Interconnection Agreement, or delegate in any manner whatsoever any of responsibilities/obligations as encompassed in terms of the present RIO/Interconnection Agreement to any third party. Tata Sky shall be free to assign and/or transfer any part of its rights and/or obligation under this RIO/Interconnection Agreement to any third party.
- 24.6 Waiver.** No failure or delay on the part of any of the Parties to this RIO/Interconnection Agreement relating to the exercise of any right, privilege or remedy provided under this RIO/Interconnection Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this RIO/Interconnection Agreement, nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of any right, power privilege or remedy provided in this RIO/Interconnection Agreement, all of which are several and cumulative, and are not exclusive of each other, or of any other rights or remedies otherwise available to a Party at law or in equity.
- 24.7 Regulatory Intervention.** If any provision hereof shall be held to be invalid or unenforceable due to any reason such as changes in regulation, statutory changes, orders from court of law, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions hereof. Notwithstanding anything to the contrary stated herein, Channel Provider is aware that Tata Sky has challenged the TRAI Interconnect Regulations in the Hon'ble High Court of Delhi ('Delhi HC'). Therefore, the Channel Provider acknowledges and agrees that the terms and conditions of this RIO shall be without prejudice to Tata Sky's rights and contentions in the judicial proceedings. In the event, the final order of such writ /appeal upholds the contentions of Tata Sky, or if the implementation of TRAI Regulation and Tariff Order is postponed or revoked after implementation, then at the election of Tata Sky (i) the last valid executed contract, if any between the Parties for the Channel(s) existing prior to the effective implementation date of the TRAI Regulations and Tariff Order of 2017, shall stand immediately revived and shall continue to be binding on the Parties or (ii) the Parties shall enter into a fresh agreement for distribution of the Channel on such terms as may be mutually agreed.
- 24.8 Remedies.** Any remedies, rights, undertakings and obligations contained in this RIO/Interconnection Agreement shall be cumulative and none of the remedies shall be in limitation of any other remedy, right, undertaking, or obligation of either Party.
- 24.9 Counter Part.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.
- 25. GOVERNING LAW AND JURISDICTION.** This RIO/Interconnection Agreement shall be governed under the laws of India. The Parties acknowledge that Telecom Disputes Settlement and Appellate Tribunal, New Delhi ("TDSAT") shall have the sole and exclusive jurisdiction in respect of any dispute between the Parties arising in connection with this RIO/Interconnection Agreement. In the event TDSAT does not have the jurisdiction, any dispute arising out of or in connection with this RIO/Interconnection Agreement, shall be adjudicated by a court of competent jurisdiction in New Delhi only.
- 26. DEFINITIONS AND ITS INTERPRETATION.**
- 26.1 Applicable Laws** means laws, regulations, directions, notifications, rules or orders or guidelines, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial, self-regulatory bodies or administrative authority including without limitation the Copyrights Act, 1957, Telecom Regulatory Authority of India (TRAI), Ministry of Information and Broadcasting (MIB), Indian Broadcasting Foundation, News Broadcasters Association.
- 26.2 Channel Provider** means the owner and/or broadcaster i.e. downlinking permission holder for the Channel(s) from the Central Government, and/or the authorized agent of the broadcaster who has been granted the exclusive authority to accept the terms of the RIO and negotiate and enter into an interconnection agreement with distribution platform operators, on behalf of the broadcaster, for the

distribution of the channel including the Channel(s). Channel Provider may be a person or a group of persons, or a body corporate, or any organization or body.

- 26.3 Average Active Subscriber Base** means the number arrived by averaging the Active Subscriber base count in the manner specified in the Annexure 2.
- 26.4 Active Subscriber** means a Subscriber who has been authorized to receive the signals of the television channels as per the subscriber management systems and whose set top box has not be denied signals.
- 26.5 Channel(s)** mean one or more channels named in the Application Form submitted by the Channel Provider and which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time.
- 26.6 Core Content** means content regularly found on the Channel(s) as per the Channel Description.
- 26.7 Direct to Home Service or DTH Service** means re-transmission of signals of the Channels by using satellite system, directly to subscriber's premises without passing through intermediary such as local cable operators or any distributor of television channels.
- 26.8 Event of Force Majeure** includes any act, cause, contingency or circumstance beyond the control of such Party, including, without limitation, to the extent beyond the control of such Party, any governmental action, order or restriction (whether international, national or local), war (whether or not declared), public strike, riot, labour dispute, act of God, flood, public disaster, public transportation dispute.
- 26.9 Free to Air Channel** means satellite television channels distributed in the Territory for the exhibition and transmission of which subscription fees are not paid to the Channel Provider.
- 26.10 Pay Channel** means satellite television channels distributed in the Territory, for the exhibition and transmission of which subscription fees are payable to Channel Provider.
- 26.11 Subscriber** means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such persons without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and such set top box located at such place, for receiving the subscriber broadcasting service, shall constitute one subscriber.
- 26.12 Set Top Box or STB** means a device, which is connected to or part of a television receiver and which enables a subscriber to view subscribed channels.
- 26.13** For the purposes of this RIO/Interconnection Agreement, the above terms have the meaning ascribed to them above. Other selected terms are defined in the glossary and throughout the RIO/Interconnection Agreement. In this RIO/Interconnection Agreement, headings are for convenience only and do not affect interpretation; the singular includes the plural and conversely; mentioning anything after *includes* or *including* does not limit what else may be included.
- 26.14 'Tata Sky' and 'Channel Provider'** are collectively referred to as the 'Parties' and individually as the 'Party' as the case may be. Unless it be repugnant to the context or meaning thereof, Tata Sky shall hereinafter mean and include its successors and permitted assigns. Unless it be repugnant to the context or meaning thereof, Channel Provider shall hereinafter mean and include its successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this Agreement in the presence of the below stated witnesses.

TATA SKY LIMITED

Accepted and agreed

**[COMPLETE NAME OF THE
CHANNEL PROVIDER]**

Name:

Designation:

Name:

Designation:

Annexure 1 – Format 1

Letter of Authority

[On Letterhead of Broadcaster]

_____, 2019

TO WHOMSOEVER IT MAY CONCERN

LETTER OF AUTHORITY FOR DISTRIBUTION OF [_____] CHANNEL

I [name _____] hereby certify that [name of agent] has entered into an agreement with [name of broadcaster], whereby [name of agent], has been appointed as the Authorised Agent for [name of broadcaster], to distribute the channel titled '_____' on various distribution platforms. [name of broadcaster] has obtained from MIB the downlinking permission for the Channel(s).

In this regard, I hereby authorize [name of agent] to negotiate and enter into carriage and placement agreements with service providers, on behalf of [name of broadcaster], for the distribution of the channel titled '_____' on different platforms including but not limited to DTH, Cable Television, IPTV, Mobile TV, HITS, Internet TV etc.

I hereby agree and confirm that any and all acts carried out by [name of agent], shall have the same effect and validity as acts carried out by [name of broadcaster].

Sincerely,

For [name of broadcaster],

Name:

Designation:

Annexure 1 [Format 2] – Letter of Authority

[On Letterhead of Broadcasters belonging to the same group company]

To,

Tata Sky Limited,

Unit 301 to 305, 3rd Floor, Windsor, Off C.S.T. Road,
Kalina, Santacruz (East), Mumbai – 400 098

Dear Sir,

We the undersigned, do hereby affirm and certify that *(i) ----- Broadcaster 1 -----, (ii) ----- Broadcaster 1 -----, (iii) ----- Broadcaster 1 -----, (iv) ----- Broadcaster 1 -----* (“Companies”) are part of the same group of companies and/ or subsidiary companies of the same holding company or {explain relation} as defined under The Telecommunication (Broadcasting and Cable Services) Interconnection (Addressable Systems) Regulations, 2017.

We further certify that the Companies have jointly and severally appointed *----- name of the channel provider -----* as the sole and exclusive Authorised Agent on behalf of the Companies, to distribute the channels titled *(i) ----- name of the channels -----, (ii) ----- name of the channels -----, (iii) ----- name of the channels -----, (iv) ----- name of the channels -----, (v) ----- name of the channels -----*, on various distribution platforms including DTH.

In this regard, the Companies hereby authorize *----- name of the channel provider -----*, to negotiate and enter into RIO with Tata Sky Limited, on behalf of the Companies, for the distribution of the channels as mentioned hereinabove. It is further agreed and confirmed that any and all acts carried out by *----- name of the channel provider -----*, shall have the same effect and validity as acts carried out by the Companies.

Sincerely,

For and on behalf of

---- name of the broadcaster -----

For and on behalf of

---- name of the broadcaster -----

Name:

Designation

Name:

Designation

Annexure 2 – Rates, Calculation of Fees and Discounts

1. **Rates.** The Rate of carriage Fee for each Channel(s) shall be as follows:

Type of Channel	Rate of the Channel(s) (in INR)
Standard Definition Channel	Twenty paisa (.20)
High Definition Channel	Forty paisa (.40)

2. **Calculation of Fees.**

2.1 The Fee payable each month (or part thereof) for each Subscriber for each Channel(s) each month by the Channel Provider to Tata Sky shall be calculated in the manner stated below:

Monthly Subscription for each Channel(s) in that month	Monthly Fee (in INR)
Less than 5% of the Average Active Subscriber base of Tata Sky	Rate of that Channel multiplied by 1 multiplied by Average Active Subscriber base of Tata Sky in the Target Market
More than or equal to 5% or less than 10 % of the Average Active Subscriber base of Tata Sky	Rate of that Channel multiplied by 0.75 multiplied by the Average Active Subscriber base of Tata Sky in the Target Market
More than or equal to 10% or less than 15 % of the Average Active Subscriber base of Tata Sky	Rate of that Channel multiplied by 0.50 multiplied by the Average Active Subscriber base of Tata Sky in the Target Market
More than or equal to 15% or less 20% of the Average Active Subscriber base of Tata Sky	Rate of that Channel multiplied by 0.25 multiplied by the Average Active Subscriber base of Tata Sky in the Target Market
More than or equal to 20% of the Average Active Subscriber base of Tata Sky	NIL

2.2 For the purpose of calculation of Fee for a High Definition Channel, the Average Active Subscriber Base of Tata Sky in that month in the Target Market shall be of the Subscribers capable of receiving high definition television channels.

2.3 The Average Active Subscriber Base of Tata Sky and monthly subscription payable for that Channel in a month shall be calculated in the manner as prescribed under Applicable Laws.

2.4 The Carriage Fee payable per month by the Channel Provider shall be subject to such maximum amount, as may be prescribed by Applicable Laws.

2.5 The Illustration-I (for standard definition channel) and Illustration-II (for high definition channels) given below explains the calculation of the Fee for each Channel(s)

2.5.1 **Illustration-I (for standard definition channel):**

Suppose a distributor of television channels has an agreement with a Channel Provider for	Average Active Subscriber Base	Monthly subscription percentage of the standard definition Channel 'X'	Rate of Carriage Fee (INR)	Multiplier	Carriage Fee Amount in (INR)

carriage of a standard definition channel called 'X' at the rate of Rs. 0.20 per subscriber per month. The carriage fee amount payable by the Channel Provider to the distributor would be calculated as follows:- Month					
(A)	(B)	(C)	(D)	(E)	(F)=(B)x(D)x(E)
January	1000	4%	.20	1	200.00
February	800	8%	.20	0.75	120.00
March	1500	12%	.20	0.50	150.00
April	2000	19%	.20	0.25	100.00
May	3000	20%	.20	0	0.00
June	4000	22%	.20	0	0.00
July	10000	17%	.20	0.25	500.00
August	20000	25%	.20	0	0.00

2.5.2 **Illustration-II (for high definition channels)**

Suppose a distributor of television channels has an agreement with a Channel Provider for carriage of a high definition channel called 'Y' at a rate of Rs. 0.40 per subscriber per month then the carriage fee amount payable by the Channel Provider to the distributor would be	Average Active Subscriber Base, of high definition STBs,	Monthly subscription percentage of the high definition Channel 'Y'	Rate of Carriage Fee (in INR)	Multiplier	Carriage Fee Amount in (INR)
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calculated as follows:- Month					
(A)	(B)	(C)	(D)	(E)	(F)=(B)x(D)x(E)
January	100	2%	.40	1	40.00
February	80	5%	.40	0.75	24.00
March	150	11%	.40	0.50	30.00
April	160	16%	.40	0.25	16.00
May	180	20%	.40	0	0.00
June	200	22%	.40	0	0.00
July	190	17%	.40	0.25	19.00
August	170	25%	.40	0	0.00

3. Discounts.

Tata Sky is presently not offering any discounts. In the event, Tata Sky starts offering Discounts, it shall amend the RIO.

Annexure 3 – HD Content and Technical Specifications

1) Content Specifications

Tata Sky mandates the following content specifications for HD Channel:

- a) In addition to any other terms agreed in the relevant distribution agreement, HD television channel broadcast by Tata Sky must broadcast a certain percentage of “Native HD” programmes. An HD channel should consist of either:
 - i) 75% of all broadcast hours are Native HD; or
 - ii) 500 hours of Native HD content for each three-month period which may include repeated programmes so long as the channel has a minimum of 40 hours of non-repeating Native HD programming each calendar month relative to the preceding month.
- b) Native HD means programmes in an HD format with a native resolution of no less than 720 lines in a 16:9 aspect ratio where intended for broadcast at 720p/50 or with a native resolution of no less than 1080 lines in a 16:9 aspect ratio where intended for broadcast at 1080i/25 and in respect of which 75% of each programme measured by duration should be HD Bitrates not less than 12 Mbps from broadcaster/Channel Provider for 1080i/25 transmission.

1) Technical Specifications

Tata Sky requests following technical requirements for HD Channels:

- a) HD television channels should be broadcast in either 1080i/25 or 720p/50 format. Such formats are described in the technical recommendation EBU – Tech 3299 – E and in the case of 1080i/25 as further detailed in the specification SMPTE 274M – 2003 (in each case as amended from time to time).
- b) HD television channels must include a primary audio component encoded as Dolby AC-3/ Dolby E-AC-3 audio stream as described ETSI TR 101 154 Annex C (as amended from time to time) such that they deliver multi-channel audio in Dolby Digital 5.1/ Dolby Digital Plus and maintain proper Loudness (-23LKFS) or as per EBU standards.
- c) HD television channels broadcast in 1080i/25 format must be encoded for broadcast using a horizontal resolution sufficient to ensure that the level of visual detail is not materially degraded, when compared to the source material; and
- d) HD television channels’ contribution feeds must be broadcast/downlinked to Tata Sky using a video bitrate sufficient to ensure that minimal or no coding artefacts are introduced at the point of transmission. If permitted by the relevant regulatory authorities, Tata Sky strongly recommends the use of fibre (50 Mb/s) as the delivery mechanism to Tata Sky’s Payout and Uplink Facility as Backup. As a guide for MPEG4 services:
 - i) For H.264 encoding technologies this would be no less than an average video bit rate of 10 Mb/s for sports content, 7 Mb/s for movie and other content when the HD television channel is broadcast within a statistically multiplexed group.

- ii) Where a constant bit rate is employed for MPEG4 HD contribution feeds, the bitrate required to ensure that minimal (or no) coding artefacts are introduced at the point of transmission is normally 25% higher than those stated above.
- iii) As a guide for MPEG2 HD services, this would be no less than a video bit rate of 50 Mb/s.
- iv) All HD Channel Providers must provide Tata Sky with two appropriate PIRDs with paired CAM Modules and Smartcards per HD contribution feed supplied.