

SUBSCRIPTION AGREEMENT [HEADEND IN THE SKY]

Agreement No: SA _____

SALES PERSON _____

DISTRIBUTOR REFERENCE _____

CUSTOMER REFERENCE NO. _____

Affix _____ passport-size photograph of the authorized signatory & sign on the same such that half the signature is on the page and other half is on the photograph.

This Subscription Agreement ("**Agreement**") is executed on this __ day of _____, 20__ between:

Sun TV Network Limited a company incorporated under the Companies Act,1956, having its registered office at Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai -600 028 (hereinafter referred to as "Sun", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns), through its authorised agent, Sun Distribution Services Private Limited, a company incorporated under the Companies Act,1956, having its registered office at Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai -600 028 (hereinafter referred to as "**SDSPL**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and assigns) and

Operator (M/s): _____, a company incorporated under the Companies Act, 1956, and having its registered office at _____

HITS License No: _____

Valid From: _____ Valid Up to: _____

Wireless Operational License No. _____

Valid From: _____ Valid Up to: _____

PAN No.: _____

Service Tax Registration No.: _____

TAN No.: _____

Entertainment Tax Registration No.: _____

Correspondence Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person Name: _____

Mobile No.: _____

E-mail ID: _____

Installation Address: _____

Tel. No.: _____ Fax No.: _____

Contact Person Name: _____

Mobile No.: _____

E-mail ID: _____

Name of Authorized Signatory (Mr./Ms.): _____

*[hereinafter referred to as "**Operator**", which expression, unless repugnant to the meaning or context thereof, shall be deemed to mean and include its successors and permitted assigns]*

SDSPL and the Operator are hereinafter individually and collectively referred to as "**Party**" and "**Parties**", respectively.

WHEREAS:

For SDSPL
for and on behalf of SUN

For Operator

- A. SDSPL is authorized by SUN, the Broadcaster of the Channels, as its authorized agent and has been authorized to act for and on behalf of SUN in relation to (a) distribution of the Channels, *inter alia*, to the HITS Operators, (b) raising invoices and collection of Subscription Fees under this Agreement, and (c) creating rights and obligation that are contractually binding in nature and enforceable at law.
- B. The Operator is a HITS Operator.
- C. The Operator is desirous to subscribe the Subscribed Channels for further retransmission through its digital Addressable System to the Subscribers (either *through its* own Cable Network or through Affiliated Cable Operators) in the Territory and in this regard has approached SUN's authorized agent, SDSPL. SDSPL is willing to provide signals of the Subscribed Channels to the Operator for further retransmission through its digital Addressable System to the Subscribers (either through its own Cable Network or through Affiliated Cable Operators) in the Territory, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: -

1. DEFINITION:

In this Agreement, unless the context otherwise requires, the defined terms below shall have such respective meaning as have been assigned to them hereunder. Additionally, there are other defined terms in the body of the Agreement which shall have such respective meaning as have been assigned to them in the body of the Agreement.

- (i) **"Addressable System"** means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which signals of the Subscribed Channels can be sent in encrypted form, which can be decoded by the device or devices, having an activated Conditional Access System, at the premises of the Subscriber within limits of the authorization made, through the Conditional Access System and the Subscriber Management System, on the explicit choice and request of such Subscriber, by the Operator/Affiliated Cable Operator to the Subscriber.
- (ii) **"Affiliated Cable Operators"** means the Cable Operators who have been specifically authorized by SDSPL in writing under this Agreement to receive signals of the Subscribed Channels from the Operator and retransmit the signals to the subscribers in the Area. A list of such cable operators and their respective Area is annexed hereto and marked as **Annexure D**.
- (iii) **"Applicable Laws"** means laws, regulations, directions, notifications, rules or orders, including amendments thereto, enacted or issued by any constitutional, legislative, judicial, quasi-judicial or administrative authority including the TRAI and the MIB.
- (iv) **"Area"** means the area serviced by the Operator's own Cable Network and each of the Affiliated Cable Operators.
- (v) **"Bouquet" or "Bouquets"** means package(s) of channels, from amongst the Channels, offered by SDSPL, as are listed in **Annexure B-1** of this Agreement.
- (vi) **"Broadcaster"** means an entity that, after having obtained, in its name, uplinking permission and downlinking permission, as may be applicable for its channels, from the Central Government, provides programming services.
- (vii) **"Conditional Access System" or "CAS"** means conditional access system installed at the Operator's headend that enables the Subscribers to access and to view the Subscribed Channels and also prevents unauthorized viewers from accessing the Channels.
- (viii) **"Cable Operator"** means any person who provides Cable Services through a Cable Television Network and fulfills the prescribed eligibility criteria and conditions as per Applicable Laws.
- (ix) **"Cable Services"** means the transmission by cable of programs including retransmission by cable of any satellite television signals.
- (x) **"Cable Television Network"** means system consisting of set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide Cable Service for reception by multiple subscribers.
- (xi) **"Channels"** means the satellite television channels listed in **Annexure A** of this Agreement.
- (xii) **"Commercial Subscribers"** means (i) hotels with ratings of three star and above, (ii) heritage hotels (as specified in the guidelines for classification of hotels issued by Department of Tourism, Government of India), (iii) any other hotel, motel, inn and other commercial establishments providing boarding and lodging having fifty or more rooms; and (iv) in respect of programs of a broadcaster telecast on the occasion of special events for common viewing, any place registered under the Entertainment Tax Law and to which access is allowed on payment basis for a minimum of fifty persons.
- (xiii) **"Confidential Information"** means any confidential information disclosed by SDSPL to the Operator while the Operator is participating in the affairs/business of SDSPL and any such other confidential and proprietary information, including the terms and conditions of this Agreement disclosed by SDSPL during the Term.
- (xiv) **"Effective Date"** means ___ day of ___, 20__.

For SDSPL
for and on behalf of SUN

For Operator

- (xv) **"Equipment"** means equipment comprising of digital satellite receivers/professional integrated receiver decoder, viewing cards and remotes (where applicable) for each of the Subscribed Channels, details of which are set forth in **Annexure C** hereto, which enables the Operator decrypt the encrypted signals of the Subscribed Channels.
- (xvi) **"HITS Operator"** means an operator licensed under the Guidelines for providing Headend-In-The-Sky (HITS) Broadcasting Service in India dated November 26, 2009 (as amended) published by the MIB and entitled to distribute multi channels TV programmes in C band or Ku band (i) by using a satellite system, to the intermediaries like cable operators and not directly to subscribers; and (ii) by using its own cable network, if any, to the subscriber of such cable network through Quadrature Amplitude Modulation (QAM) set top boxes, after first down linking the signals at its terrestrial receiving station.
- (xvii) **"Execution Requirements"** means all documents/information required by SDSPL from the Operator to facilitate execution of the Agreement and includes all documents/information listed in **Annexure E** of this Agreement.
- (xviii) **"Intellectual Property"** means all right, title and interest in the programming and all copyright, creative, artistic and literary contents, trademarks, trade names, services marks, logs, materials, formats and concepts relating to the Channels/Subscribed Channels, or any mark of the right holders of any programming exhibited on the Channels/Subscribed Channels.
- (xix) **"MIB"** means the Ministry of Information & Broadcasting in India.
- (xx) **"Monthly Average Subscriber Level"** means the average number of Subscribers for a particular month, as set forth in the applicable Subscriber Report, calculated by dividing the sum of the total number of Subscribers reflecting in the Operator's SMS integrated with CAS in its digital Addressable System, on the first day of such month and the last day of such month, by two.
- (xxi) **"Monthly License Fees"** means the monthly subscription fee payable by the Operator to SDSPL in terms of Clause 8 of this Agreement.
- (xxii) **"Tier"** or **"Packages"** means various packages offered by the Operator to the Subscribers comprising of channels of various broadcasters.
- (xxiii) **"STB"** means the Operator provided and the Operator authorized device (embedded with the Operator designated vendor designed CAS micro-chip), which when connected to the Subscriber's television, allows the Subscriber to receive the signals of the Subscribed Channels in unencrypted and descrambled form through the Operator's digital Addressable System.
- (xxiv) **"Subscribers"** means the subscribers of the Operator's own Cable Network and the Affiliated Cable Operators, who receives signals of Subscribed Channels through the Operator's digital Addressable System at a place indicated by such subscriber and specifically excludes Commercial Subscriber. For the sake of clarity, each STB receiving the Subscribed Channels through the Operator digital Addressable System (either through the Operator's own Cable Network or through the Affiliated Cable Operators) shall be treated as one Subscriber.
- (xxv) **"Subscribed Channels"** means the a-la-carte channels and/or bouquet of channels subscribed by the Operator, as are specifically identified by the Operator by assigning tick marks (✓) against such channels/bouquets listed in **Annexure B** and **Annexure B-1** to this Agreement.
- (xxvi) **"Subscriber Management System"** or **"SMS"** means a system or device which, stores the records and details of the Subscribers with respect to name, address and other information regarding the hardware being utilized by the Subscriber, a-la-carte channels or bouquets of channels subscribed to by the Subscriber, price of such a-la-carte channels or bouquets of channels as defined in the Operator's digital Addressable System, the activation or deactivation dates and time for any a-la-carte channel or bouquet of channels, a log of all actions performed on a Subscriber's record, invoices raised on each Subscriber and the amounts paid and discounts allowed to the Subscribers for each billing period.
- (xxvii) **"Subscriber Reports"** means the monthly subscriber reports to be provided by the Operator to SDSPL in terms of Clause 12 of this Agreement.
- (xxviii) **"SDSPL Marks"** shall mean all Intellectual Property owned or used by SDSPL or its affiliates or the Broadcasters from time to time in connection with the Channel/Subscribed Channels, including, without limitation, the trade names and trademarks specified by SDSPL itself, or on behalf of its subsidiaries or the Broadcasters or otherwise notified in writing by SDSPL from time to time.
- (xxix) **"TDSAT"** means Telecom Dispute Settlement and Appellate Tribunal, New Delhi.
- (xxx) **"Technical Specifications"** means the technical specifications set forth in **Schedule 1** to the Agreement and to which, the STBs, CAS and SMS must comply with.
- (xxxi) **"Term"** means the period commencing from the Effective Date and expiring on March 31, 20__, unless terminated earlier in accordance with the provisions of the Agreement.
- (xxxii) **"Territory"** means all India.
- (xxxiii) **"TRAI"** means the Telecom Regulatory Authority of India.

For SDSPL
for and on behalf of SUN

For Operator

2. AUTHORISATION:

SDSPL has the requisite power and authority from SUN to enter into this agreement with the operator and create the mutual rights and obligation that are contractually binding in nature and enforceable at law.

3. INTERPRETATION:

In the interpretation of the Agreement, unless the context requires otherwise:

- (i) The headings herein are used for convenience only and shall not affect the construction of this Agreement.
- (ii) The references to Annexure and Schedule are references respectively to the annexure to this Agreement.
- (iii) The reference to the singular includes reference to plural and vice versa.
- (iv) The reference to any gender includes a reference to all other genders.
- (v) The term "including" shall mean "including without limitation".

4. NON-EXCLUSIVE RIGHT:

On the basis of the representations, warranties and undertakings given by the Operator, and subject to the Operator complying with all the terms and conditions as set out in this Agreement (including timely payment of the Monthly License Fees), SDSPL hereby grants non-exclusive right to the Operator to receive the signals of the Subscribed Channels through the Equipment directly from designated satellites and retransmit the signals of such Subscribed Channels through its digital Addressable System to the Subscribers (through the Operator's own Cable Network and the Affiliated Cable Operators) in a securely encrypted manner during the Term (both to be done at the Operator's sole cost and expense). The Operator hereby specifically understands and acknowledges that under this Agreement, the Operator shall not be entitled to provide passive infrastructures like transponder space on satellite, earth station facilities, etc. to any Cable Operators for distribution of multi channel TV programmes, in C band and Ku band through QAM set top boxes, using such infrastructure facilities. Further, the Operator hereby specifically understands and acknowledges that the Operator shall not have the right to upgrade the standard definition feed of the Subscribed Channels to high definition feed (by using any technology now available or which may become available in future) at the time of re-transmitting the Subscribed Channels through its digital Addressable Systems. The Operator further understands and agrees that mere possession of the Equipment does not entitle the Operator to receive and/or retransmit the signals of the Channels/Subscribed Channels and/or use the Equipment in any other manner whatsoever. All distribution rights not specifically and expressly granted to the Operator under this Agreement, including without limitation, PPV, NVOD, SVOD, VOD, personal computer, mobile telephony, or any technology now available or which may become available in future, are reserved by SDSPL.

5. OBLIGATION OF THE OPERATOR:

- (i) The Operator shall, at its own costs and expenses, receive the Subscribed Channels from designated satellites and retransmit the Subscribed Channels to the Subscribers (through the Operator's own Cable Network and the Affiliated Cable Operators).
- (ii) The Operator shall raise monthly invoices on the Subscribers for the channels (from amongst the Subscribed Channels) subscribed by the Subscribers and the Operator shall collect such invoiced monthly fees from the Subscribers.
- (iii) Irrespective of the Operator's collection of the invoiced monthly amounts from the Subscribers, the Operator shall pay the Monthly License Fees to SDSPL, in a timely manner.
- (iv) The Operator shall ensure retransmission of high quality encrypted signal of the Subscribed Channels to the Subscribers.
- (v) The Operator shall take all necessary action to prevent unauthorized access of the Subscribed Channels through its digital Addressable System and shall regularly provide to SDSPL with updated piracy reports.
- (vi) The Operator shall ensure that no Subscribed Channel shall be disadvantaged or otherwise treated less favorably by Operator with respect to competing channels on a genre basis.

6. EQUIPMENT:

- (i) SDSPL shall, supply or cause to be supplied the Equipment to the Operator, directly or through suppliers nominated by SDSPL. The Equipment shall at all times remain the sole and exclusive property of SUN.
- (ii) If the Operator merges or amalgamate with another HITS Operator or ceases to operate its digital Addressable Systems, the Equipment supplied by SDSPL to the Operator shall be returned forthwith to SDSPL.
- (iii) If the Equipment is damaged due to negligence of the Operator, SDSPL, on behalf of SUN, shall be authorized to recover the actual repair cost from the Operator and if the Equipment is beyond repair, the Operator shall be liable to pay to SDSPL the cost of such Equipment as on the date it was supplied to the Operator.
- (iv) In order to take back possession of the Equipment from the Operator, the Operator shall ensure that the personnel/representative of SDSPL is allowed free and unobstructed access to the premises of the Operator where the Equipment are installed, and the Operator shall not interfere with such procedure.

For SDSPL
for and on behalf of SUN

For Operator

7. ADDITIONAL CHARGES FOR THE EQUIPMENT:

- (i) At the time of supplying the Equipment to the Operator, SDSPL may, as per SUN policy, require the Operator to make the following payments against delivery of the Equipment:
 - (a) **Processing Fee:** SDSPL may require the Operator to pay one-time non-refundable processing fee towards the Equipment for each Subscribed Channel as per SDSPL policy.
 - (b) **Courier/Taxes:** The Operator shall pay the courier charges, octroi, taxes and other applicable levies and transportation charges for the Equipment.
 - (c) **Refundable Security Deposit:** SDSPL may require the Operator to pay an amount of Rs. 2,500/-, or such amount as may be determined by SUN from time to time, for each digital satellite receivers/integrated receiver decoder provided by SDSPL to the Operator under this Agreement. Such refundable security deposit amount shall be refunded by SDSPL to the Operator upon expiry or earlier termination of the Agreement, subject to the Operator returning the digital satellite receivers/integrated receiver decoder in perfect working condition (reasonable wear and tear acceptable) and also subject to SDSPL setting off the refundable security deposit amount, or part thereof, with any amount receivable by SDSPL from the Operator on such date of expiry or termination of the Agreement.
- (ii) The abovementioned charges shall be levied on a one time basis during the Term for each of the Subscribed Channels or for any new channel introduced by SDSPL and subscribed for by the Operator. It is expressly agreed between the Parties that if the Operator does not intimate SDSPL of the receipt or non-receipt of the Equipment then it will be deemed that the Operator has received the Equipment.

8. DELIVERY AND SECURITY:

The Subscribed Channels must be delivered by the Operator to the Subscribers (through the Operator's own Cable Network and Affiliated Cable Operators) in a securely encrypted manner without any alterations. The transmission specifications and infrastructure allocated by the Operator in respect of the retransmission of the signal of the Subscribed Channels to its Subscribers (through the Operator's own Cable Network and Affiliated Cable Operators) shall be no worse than that of the cable signal of any other channel within the same genre on its digital Addressable System. SUN have the right to alter any or all of the respective Subscribed Channel(s), including the name(s) of such Subscribed Channel(s) and the programming exhibited on such Subscribed Channel(s).

9. MONTHLY LICENSE FEES & PAYMENT TERMS:

- (a) For each month or part thereof during the Term of the Agreement, the Operator shall pay to SDSPL the Monthly License Fees which shall be the Rate multiplied by the Monthly Average Subscriber Level. The Monthly License Fees shall be paid by the Operator to SDSPL in Indian Rupees by demand draft/pay order/cheque drawn in favour of "SUN Distribution Services Private Limited", unless instructed otherwise in writing by SDSPL. No cash payments shall be made by the Operator towards the Monthly License Fees or any other dues whatsoever. However in the event an instrument issued by the operator is dishonored or not approved or returned due to any reason whatsoever, without prejudice to the rights available to SDSPL under law, the operator shall be liable to pay an amount of not less than Rs.500/- for each of the dishonored, disapproved or rejected Instrument.
- (i) The a-la-carte and bouquet "Rate" per Subscriber is set out in **Annexure B & Annexure B-1** to this Agreement, respectively. The rates mentioned in such Annexes are exclusive of all applicable taxes and levies.
- (ii) In case the Operator subscribes to one or more Bouquet(s) offered by SDSPL:
 - (a) If the Operator is providing the Bouquet(s) as a whole to the Subscribers, the Monthly License Fees for such Bouquet(s) shall be equal to the Bouquet rate as set out in the **Annexure B-1** multiplied by Monthly Average Subscriber Level availing the Bouquet(s).
 - (b) If the Operator does not offer the subscribed Bouquet as a whole to the Subscribers but offers only certain channels comprised in such Bouquet, the channels comprised in such subscribed Bouquet in a manner resulting in different Monthly Average Subscriber Level for different channels comprised in such subscribed Bouquet, then the payment to SDSPL for such entire subscribed Bouquet by the Operator, shall be calculated on the basis of Monthly Average Subscriber Level for the channel which has highest Monthly Average Subscriber Level amongst the channels comprised in such Bouquet.
- (iii) In case the Operator subscribes to one or more or all of the channels offered by SDSPL on a-la-carte rate basis:
 - (a) If the Operator is providing the channel on a-la-carte basis to its Subscribers, the Monthly License Fees for such a-la-carte channel shall be equal to the a-la-carte rate of such channel as set out in the **Annexure B** multiplied by Monthly Average Subscriber Level availing such channel on a-la-carte basis.
 - (b) If the Operator does not offer such subscribed a-la-carte channel on a-la-carte basis to the Subscriber but offers such a-la-carte channel in tier(s) / package(s), then the payment to SDSPL for each such a-la-carte channel shall be calculated on the basis of Monthly Average Subscriber Level of the tier(s) / package(s) in which such subscribed a-la-carte channel has been placed.
- (iv) In case the Operator subscribes to one or more Channels on a-la-carte rate basis and also opts for different Bouquet(s) not comprising of Channels opted on a-la-carte basis of SDSPL:

For SDSPL
for and on behalf of SUN

For Operator

- (a) For bouquet(s), the monthly license fee shall be calculated on the basis of Clause 8(iii) above.
- (b) For a-la-carte channels, the monthly license fee shall be calculated on the basis of Clause 8(iv) above.
- (v) Payment of the Monthly License Fees shall be subject to deduction of any withholding tax/TDS in accordance with the provisions of the Indian Income Tax Act, 1961, as amended from time to time. The Operator shall provide tax withholding certificates to SDSPL within such period as has been specified in the Income Tax Act / Rules / Notifications / Circulars issued under the Indian Income Tax Act, 1961, as amended from time to time.
- (vi) The Monthly License Fees shall be paid monthly in arrears within fifteen (15) days of receipt of invoice raised on the basis of report of the Operator by SDSPL without any deduction except deduction of withholding tax/TDS as provided in this Agreement.
- (vii) Within 7 (seven) days of end of each month, the Operator shall provide opening, closing and average number of Subscribers for that month, based on which SDSPL shall raise an invoice on the Operator. In case the Operator fails to provide the report within the prescribed said period of seven (7) days, SDSPL shall have the right to raise a provisional invoice and the Operator shall be under obligation to pay the Monthly License Fees 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 Fees payable by the Operator for the immediately preceding month. On receipt of the report from the Operator, the Parties would conduct reconciliation between the provisional invoice raised by SDSPL and the report sent by the Operator. The Operator understands and acknowledges that non-receipt of dispatched invoices from SDSPL shall not relieve the Operator from its obligation to make the payments of the Monthly License Fees within the Due Date (*as defined below*). In the event the Operator does not receive the invoice for a particular month by the 15th day of such month, then the Operator shall promptly intimate SDSPL about the same and request for issuance of duplicate invoice. All such communication shall mandatorily be addressed/marked to the attention of Chief Financial Officer of SDSPL.
- (viii) The Operator shall be required to pay to SDSPL the Monthly License Fee within fifteen (15) days of the Operator's receipt of the invoice / provisional invoice / 7th day from the expiry of the concerned month, whichever is earlier ("**Due Date**").
- (ix) Failure on the Operator's part to make applicable payment within the applicable Due Date shall constitute a material breach on part of the Operator hereunder entitling SDSPL to initiate applicable legal proceedings under Applicable Laws against the Operator at the entire risk of the Operator as to costs and expenses. Without prejudice to the foregoing, 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 at the rate of 18% (eighteen percent) per annum. The imposition and collection of interest on late payments does not constitute a waiver of the Operator's obligation to pay the Monthly License Fees by the Due Date, and SDSPL shall retain all of its other rights and remedies under the Agreement.
- (x) All Monthly License Fees 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 the Operator's cost and will be charged at the prevailing rates by SDSPL to the Operator.
- (xi) If, pursuant to mutual agreement between SDSPL and the Operator, debit note or credit note is to be issued by SDSPL for an already invoiced period to adjust any differential amount, such debit note or credit note shall be issued by SDSPL post calculation of such differential amount. Debit notes issued by SDSPL shall be paid by the Operator immediately upon its receipt (receipt through e-mail specifically permitted). All other provisions under the Agreement as regards interest on late payment shall apply to such differential amounts receivable by SDSPL.
- (xii) Any amount due and payable by the Operator to SDSPL under any previous agreement/arrangement between SDSPL and the Operator shall be paid by the operator to SDSPL within 30 days of the execution of this Agreement, failing which SDSPL reserves the right to terminate this Agreement and deactivate/disconnect the signals of the Subscribed Channels.

10. REVISION OF RATES/MONTHLY LICENSE FEES:

- (i) The Monthly License Fees payable by the Operator to SDSPL shall automatically be revised if during the Term the a-la-carte rates and/or Bouquet rates, as mentioned in Annexure B and Annexure B-1, respectively, of any Subscribed Channels are revised pursuant to any new regulations/orders stipulated by the TRAI/MIB or any other quasi-judicial or judicial authority and such revised Tariffs shall apply from the date such notification/order; and/or
- (ii) SDSPL reserves the right to revise the Monthly License Fees if during the Term there is addition in the Subscribed Channels.

11. REPLACEMENT/CONVERSION OF CHANNEL:

- (i) SDSPL reserves the right at any time during the Term to remove and/or delete any television channel from the Subscribed Channels ("**Removed Channel**") and the applicability of this Agreement with respect to the Removed Channel shall stand terminated. SDSPL shall have the right to replace any Removed Channel with a replacement channel or to add any channel to the list of Channels and to grant the distribution rights to the Operator in respect of the replacement or new channel. If any channel is removed, replaced or added to the list of Channels, the Monthly License Fees payable shall be proportionately adjusted. For avoidance of doubt it is hereby clarified that SDSPL shall use its best commercial endeavors to provide reasonable notice to the Operator with respect to removal or replacement of the Subscribed Channels, provided however that failure to provide any such notice to the Operator shall not be deemed a breach of SDSPL's obligations hereunder. Additionally, the Operator hereby undertakes not to involve SDSPL and indemnify SDSPL from any claim/damage/legal proceedings that may be brought against the Operator by any of the Subscriber on account of such Removed Channels (with

For SDSPL
for and on behalf of SUN

For Operator

or without prior notification) and/or increase, if any, in the subscription rates that the Operator may choose to levy on the Subscriber.

- (ii) It is hereby clarified for the avoidance of doubt that amongst the Channels/Subscribed Channels, if any free-to-air channel is converted as a pay channel or if any pay channel is converted into a free-to-air channel, as applicable, the Monthly License Fees payable shall be proportionately adjusted.

12. ANTI PIRACY:

- (i) In order to prevent theft, piracy, unauthorized retransmissions, redistribution or exhibition, copying or duplication of any Channel, in whole or in part (hereinafter collectively referred to as "**Piracy**"), the Operator shall, prior to the commencement of the Term of the Agreement and at all times during such Term, employ, maintain, and enforce fully effective conditional access delivery and content protection and security systems, and related physical security and operational procedures (hereinafter collectively referred to as "**Security Systems**") and security specifications as are set forth in Schedule 2 of this Agreement and/or as may be specified, in a non-discriminatory manner in writing, from time to time, by SDSPL. The Operator granting access to the Subscribed Channels to subscribers outside the Area through its digital Addressable System shall tantamount to the Operator allowing unauthorized access to the Subscribed Channels.
- (ii) To ensure the Operator's ongoing compliance with the security requirements set out in the Agreement, SDSPL may require technical audits ("**Technical Audit(s)**") conducted by an independent security technology auditor ("**Technical Auditor**"), approved by SDSPL in writing no more than twice per year during the Term, at SDSPL's cost and expense. If the results of any Technical Audits are not found to be satisfactory by either the Operator or SDSPL, then SDSPL shall work with the Operator in resolving such issues in the next fourteen (14) business days. If a solution is not reached at by then, SDSPL may, in its sole discretion, suspend the Operator's right to distribute the Subscribed Channels or take other actions as provided under the Agreement, until such systems, procedures and security measures have been corrected to SDSPL's satisfaction. The Operator 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 Operator to SDSPL's satisfaction.
- (iii) The Operator shall deploy finger printing mechanisms to detect any piracy, violation of copyright and unauthorized viewing of the Channels, distributed/transmitted through its digital Addressable System at least every 10 minutes on 24 x 7 x 365(6) basis.
- (iv) The Operator 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 Operator at the time the Channels are made available. If the Operator becomes aware that any unauthorized third party is recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, the Operator shall within 10 minutes of so becoming aware of such recording, duplicating, cable casting, exhibiting or otherwise using any or all of the Channels for any other purpose, notify SDSPL and the Operator shall also switch off the concerned STB to prevent such unauthorized use. However, use of a STB with personal video recorder / digital video recorder facility which has been supplied by the Operator shall not be treated as unauthorized use, as long as such STB is used in accordance with the terms and conditions of the subscription agreement between the Operator and the Subscriber.
- (v) If so instructed by Information (*as defined below*) by SDSPL, the Operator shall shut off or de-authorize the transmission to any unauthorized subscriber/ subscriber indulging in piracy, within 10 minutes from the time it receives such instruction from SDSPL. 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 SDSPL's representatives through other means of communications such as telephonic message, fax, etc. and the said "Information" shall later be confirmed by SDSPL through e-mail and the Operator shall be under obligation to act upon such information.
- (vi) SDSPL plans to actively combat piracy of the Channels in the Territory and the Operator undertakes to work closely and provide all such assistance to SDSPL as may be reasonably required by SDSPL in that regard. The Operator shall, at its own expense, take all necessary steps to comply with obligations set forth in Schedule 2.

13. SUBSCRIBER REPORTS:

- (i) The Operator will maintain at its own expense a SMS which should be fully integrated with the CAS.
- (ii) The Operator shall provide to SDSPL complete and accurate opening and closing subscriber monthly reports for the Subscribed Channels and the Tier/Package containing the Subscribed Channels within seven (7) days from the end of each month in the format provided by SDSPL from time to time. If any Subscriber has opted for more than one connection from the Operator, all such additional connections must feature in the Subscriber Report. Without prejudice to the foregoing, such Subscriber reports shall provide the names, complete address, areas served and number of Subscribers of each Affiliated Cable Operator served by the Operator and also the number of Subscribers served by the Operator's own Cable Network.
- (iii) 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 SDSPL Channel and each Tier/Package in which a SDSPL Channel is included) and the Monthly License Fees payable to SDSPL and shall be signed and attested by an officer of the Operator 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.
- (iv) The Operator shall also include in its Subscriber Report comprehensive details of all incidents of piracy and signal theft involving its network, the names of perpetrators involved in such incidents, and any actions, including but not limited to the filing of police reports and lawsuits, taken against such perpetrators since the prior Subscriber Report. The obligation of the

For SDSPL
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For Operator

Operator to provide to SDSPL the Subscriber Reports shall survive termination of the Agreement until SDSPL receives the Subscriber Reports for each relevant month for which any Monthly License Fees is payable.

14. SUBSCRIBER MANAGEMENT SYSTEM:

The Operator will maintain throughout the Term and for twenty four (24) months thereafter (or such longer period as required by law) sufficient records to enable SDSPL to verify the Monthly Subscriber Reports supplied by the Operator, the payments due to SDSPL hereunder and the Operator's compliance with SDSPL's anti-piracy obligations as set out in **Schedule 2** of this Agreement.

15. AUDIT:

- (i) SDSPL's representatives shall have the right, not more than twice in a calendar year, to review and/or audit the SMS, CAS, other related systems and records of SMS of the Operator relating to the Channels provided by SUN for the purpose of verifying the amounts properly payable to SDSPL under the Agreement, the information contained in Subscriber Reports and full compliance with the terms and conditions of the Agreement. If such review and/or audit reveal that additional fees are payable to SDSPL by Operator ("**Additional Fees**"), the Operator shall immediately pay such Additional Fees, as increased by interest levied at the rate of 18% (eighteen percent) per annum. If such Additional Fees is more than 2% (two per cent) or more of the Monthly License Fees for the applicable period already paid by the Operator to SDSPL, the Operator shall pay all of SDSPL's costs incurred in connection with such review and/or audit, and undertake to take any necessary actions to avoid such errors in the future.
- (ii) The Operator shall remain the sole owner and holder of all customer databases compiled by the Operator under the Agreement.
- (iii) The Operator will maintain at its own expense a SMS capable of, at a minimum:
 - (a) maintaining a computerized customer database capable of recording adequate details of each Subscriber, including name, address, chosen method of payment and billing;
 - (b) 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;
 - (c) 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;
 - (d) administering payments of any commission fees from time to time payable to the Operator's authorized agents for the sale to Subscribers of the Packages;
 - (e) obtaining and distributing receivers and smartcards, if applicable, to Subscribers, and issue replacement smartcards from time to time in its discretion; and
 - (f) enable new Subscribers via the SMS over-the-air addressing system and disable defaulting Subscribers from time to time in its discretion.
- (iv) The audit rights of SDSPL under Clause 14(i) of the Agreement shall survive for twenty four (24) months post expiry/termination of this Agreement, meaning thereby that SDSPL can exercise its audit rights prescribed in Clause 14(i) of the Agreement, for verifying the correctness of the Monthly Subscriber Reports supplied by the Operator for the Term, during three (3) years commencing from the Effective Date.

16. TERM & TERMINATION:

- (i) This Agreement shall be valid for the Term.
- (ii) The Term may be extended on terms and conditions to be mutually agreed and recorded in writing between the Parties.
- (iii) Either Party has a right to forthwith terminate this Agreement by a written notice, subject to Applicable Laws, to the other Party in the event of:
 - (a) 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; or
 - (b) the bankruptcy, insolvency or appointment of receiver over the assets of the other Party; or
 - (c) the Operator's license under the Guidelines for providing Headend-In-The-Sky (HITS) Broadcasting Service in India dated November 26, 2009 (as amended) published by the MIB or any other material license necessary for a HITS Operator being revoked at anytime other than due to the fault of the Operator.
- (iv) SDSPL shall have the right to terminate this Agreement by a written notice to the Operator if (a) the Operator breaches any Applicable Laws, (b) the Operator's digital Addressable System does not meet the requirements specified in Applicable Laws, and (c) the STBs, CAS and SMS of the Operator fails to comply with the Technical Specifications.
- (v) The Operator shall have the right to terminate this Agreement on written notice to SDSPL if the Operator discontinues its digital Addressable System business and provides at least ninety (90) days prior written notice.

For SDSPL
for and on behalf of SUN

For Operator

- (vi) SDSPL shall have the right to forthwith terminate this Agreement and disconnect/deactivate signals of the Subscribed Channels to the Operator and/or take any other action as may be appropriate, upon occurrence of any of the following:
 - (a) In case of winding up proceedings against the Operator;
 - (b) In the event of assignment of the Agreement by the Operator without prior written approval of SDSPL;
 - (c) If SDSPL discontinues the Subscribed Channels, inter alia, with respect to HITS Operator in the Territory.
 - (d) If the Operator by operation of law loses control of the means to distribute the Subscribed Channels (including but not limited to entering into an agreement/arrangement with another Broadcaster for operational and/or administrative and/or funding purposes, etc.);
 - (e) In the event SDSPL/ SUN is subjected to legal, governmental or other adverse action under applicable treaties, tariffs or Applicable Laws that restrict the right of SDSPL/ SUN to provide the Subscribed Channels or any part thereof to the Operator or limit the Operator's right or authorization to distribute the Subscribed Channels or in the event of any court order which cannot be reviewed or appealed against, which prevents/restricts SDSPL/ SUN to provide the Subscribed Channels to the Operator under the terms of this Agreement;
 - (f) If the Equipment are removed from the Installation Address without prior written consent of SDSPL or is being used or intended to be used, at a place other than the Installation Address;
 - (g) If the Operator's representations, warranties contained in this Agreement are found to be untrue; and
 - (h) If the Operator does not comply with any rules, regulations, orders of TRAI or any other government or statutory body/court or tribunal.
- (vii) The Parties agree that if any of the agreements between SDSPL and SUN relating to SDSPL's right to distribute any of the Subscribed Channels in the Territory is terminated, then the part of the Agreement pertaining to the said Subscribed Channel shall stand terminated. In such an event, fresh Annexes shall be executed between the Parties at mutually agreed terms, subject to applicable law.
- (viii) SDSPL's rights to terminate the Agreement shall be without prejudice to SDSPL's legal and equitable rights to any claims under the Agreement, injunctive relief(s), damages, and other remedies available under Applicable Laws.
- (ix) The operator hereby acknowledges that if signal of any Subscribed Channel, which was disconnected/deactivated for reason attributable to the operator, needs to be reconnected, the operator shall be liable to pay non-refundable re-activation fee of Rs.500 per channel per re-activation, if SDSPL so elects. Further, the operator acknowledges that such re-activation fee does not constitute a penalty.

17. CONSEQUENCES OF EXPIRY/TERMINATION:

- (i) Upon expiry/termination of the Agreement:
 - (a) SDSPL shall disconnect/deactivate signals of the Subscribed Channels, and any agreement between the Parties for carriage of the Subscribed Channels on the Operator's digital Addressable System ("**Allied Agreements**") shall automatically terminate.
 - (b) The Operator shall within seven (7) days of the expiry/termination pay to SDSPL all outstanding payments and/or other sums (including but not limited to cost/charges/fees/damages/claims for rendition of accounts, if any accrued hereunder or prior to the expiration/termination of this Agreement) that may be payable to SDSPL under the Agreement as on the date of termination failing which, such outstanding amounts shall be payable together with interest at the rate of 18% (eighteen per cent) per annum computed from the period of such outstanding becoming due and payable until the date of payment of such outstaying, along with applicable interest, in full. Without prejudice to the foregoing, SDSPL reserves the right to adjust such outstanding amounts from the amounts payable by SDSPL to the Operator under the Allied Agreements.
 - (c) The Operator shall immediately return the Equipment of the Subscribed Channels to SDSPL in good working condition failing which the Operator shall be liable to compensation and damages in terms of Clause 5(iii) of this Agreement,
 - (d) Each Party shall return to the other Party all documents, Confidential Information, and other material belonging to the other Party then in its possession; and
- (ii) Those provisions of this Agreement that are explicitly, or by their nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiry of this Agreement.

18. REPRESENTATIONS AND WARRANTIES OF SDSPL:

- (i) SDSPL represents to the Operator that it has the requisite powers and authority to enter into the Agreement and to fully perform its obligations hereunder.
- (ii) SDSPL makes no representations and/or warranties relating to the continuity, reception and quality and nature of the contents on the Subscribed Channels and SDSPL shall not be liable for any disruption, discontinuance or interruption in the delivery of the Subscribed Channels to the Operator.
- (iii) SDSPL has no control on any Channel or the scheduling and the program content of such Channels. Therefore, neither SDSPL, nor its officers, directors, servants, agents or subsidiary companies shall be liable for any civil or criminal proceedings for any loss, damage, defamation or hurt caused to the sentiments of any person whatsoever by reason of the contents or scheduling of any programs shown on any Channel or any interference with the Operator's reception of any Channel forming part of the Subscribed Channels;

For SDSPL
for and on behalf of SUN

For Operator

- (iv) SDSPL shall not, under any circumstances, be liable for the performance of the Equipment for the Subscribed Channels.

19. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS OF THE OPERATOR :

- (i) The Operator represents, warranties and undertakes the following to SDSPL:
- (a) The Operator has requisite power and authority to enter into the Agreement and to fully perform its obligations hereunder.
 - (b) By executing this Agreement, the Operator is not in breach of any of the provisions contained in any other agreement executed by the Operator with any third party.
 - (c) The Operator has a valid and subsisting license from the applicable statutory authority which permits the Operator to operate as HITS operator and the Operator undertakes to keep such license valid and subsisting during the Term and provide a copy of the same to SDSPL as and when called upon to do so by SDSPL.
 - (d) The Operator shall abide, implement and ensure compliance of Applicable Laws.
 - (e) The Operator undertakes to furnish the list of cable operators affiliated to its network at the time of execution of this Agreement and obtain no objection certificate in writing from the SDSPL prior to adding any Cable Operator to the list of Cable Operators specified in Annexure D.
 - (f) The Operator undertakes that the Subscribed Channels shall not be disadvantaged or otherwise treated less favorably by the Operator in the packages offered to the Subscriber.
 - (g) The Operator undertakes to carry all language feeds of the Subscribed Channels.
 - (h) The Operator undertakes to obtain requisite licenses from music societies and/or concerned authorities in India, if required, and shall be liable to pay any license fee and royalty in relation to such licenses.
 - (i) All the Execution Requirements provided by the Operator to SDSPL are correct.
 - (j) The STBs, CAS and SMS of the Operator shall comply with the Technical Specifications and the Operator agrees that the STBs, and their installed CAS micro chip, used by the Subscribers shall prohibit use of digital outputs. In case SDSPL finds that the digital Addressable System being used by the Operator does not meet the requirements specified in Schedule I, it shall inform the Operator who shall get its digital Addressable System audited by M/s. Broadcast Engineering Consultants India Ltd., or any other authority as may be specified by the TRAI by direction from time to time, and obtain a certificate from such agency that its digital Addressable System meets the requirements specified in Schedule I.
 - (k) The Operator shall provide the applicable Subscriber Reports and pay the applicable Monthly License Fees, together with applicable taxes, in a timely manner.
 - (l) The Operator shall not retransmit the Subscribed Channels via any medium other than its digital Addressable System.
 - (m) The Operator shall not distribute the Subscribed Channels to any Commercial Subscribers for which one or more separate agreement(s) shall be executed between the Parties at rates applicable for Commercial Subscribers.
 - (n) The Operator shall maintain for the Subscribed Channels first-class signal transmission quality in accordance with the highest international industry standards, subject to SDSPL delivering the signals of Subscribed Channels to the Operator of a quality sufficient to permit the Operator to reasonably comply with such standards. The Operator shall maintain a service availability (a service free from viewer discernible problems including, without limitation, video with no audio, audio with no video or significant signal distortion) that meets or exceeds 99.95% reliability per month (which represents service outages incurred by Subscribers not exceeding approximately 22 minutes per month) without any interruption or deviation from the daily transmission schedule, and shall immediately notify SDSPL of any degradation to any of the Subscribed Channels' signals.
 - (o) The Operator undertakes to retransmit the signals of the Subscribed Channels in its entirety without (i) any cutting, editing, dubbing, scrolling or ticker tape, voice-over, sub titles, substituting or any other modification, alteration, addition, deletion or variation; and, (ii) replacing, modifying, deleting, imposing or superimposing of advertisements or otherwise tampering with the content of the Subscribed Channels.
 - (p) The Operator undertakes not to, either itself or through others, copy, tape or otherwise reproduce any part of the Subscribed Channels. The Operator further undertakes that it shall not copy or tape programs for resale or deal in any copied programs and shall immediately notify SDSPL of any unauthorized copying, taping or use of any part of the Subscribed Channels and shall fully cooperate with all requests by SDSPL to take such steps as are reasonable and appropriate to cause such activities to cease. It is understood that this shall not apply to the Subscribers using STBs with PVR/DVR facilities. However, the Operator undertakes & ensures that content stored in the DVR and/or external storage device should always be encrypted as a 'Copy Protect' feature.
 - (q) The Operator shall not push content onto the STBs, there shall not be automatic advertisement skipping function and/or the Operator shall not create a virtual video-on-demand or other on demand service in respect of the Subscribed Channels.
 - (r) The Operator undertakes not to place the Subscribed Channels next to any pornographic or gambling channel.

For SDSPL
for and on behalf of SUN

For Operator

- (s) The Operator undertakes not to pledge, charge, encumber or in any way part with the possession of the Equipment without prior written permission of SDSPL. Further, the Operator undertakes not to remove or shift or allow removing or shifting, the Equipment from the Installation Address detailed in the first page of this Agreement or allow anybody else to do the same, without prior written permission of SDSPL and shall indemnify SDSPL against any damage, destruction, theft or loss of the Equipment.
- (t) The Operator undertakes not to modify, misuse or tamper with the Equipment including the seal (paper seal to prevent opening of the Equipment) 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.
- (u) The Operator undertakes to keep the Equipment in good and serviceable order and condition to the satisfaction of SDSPL and bear all expenses for general repairs and maintenance of the same and it shall immediately notify SDSPL in the event of any mechanical/technical fault in the Equipment.
- (v) The Operator undertakes to pay all duties, taxes, fees and other outgoings payable in respect of the Equipment as and when the same becomes due and payable and shall indemnify SDSPL against any default or non-payments in this regard.
- (w) Upon expiry/termination of the Agreement, the Operator undertakes to return to SDSPL the Equipment in good working condition and pay to SDSPL all outstanding payments that may be payable to SDSPL under the Agreement on the date of termination.
- (x) Upon change in the designated satellite of the Subscribed Channels, the Operator undertakes to make all necessary arrangements to ensure continued access to the Subscribed Channels at its own expense.
- (y) The Operator undertakes to promptly intimate SDSPL of any change in ownership or sale of the business/assets of the Operator.
- (z) The Operator undertakes to keep accurate and complete records and accounts of billings of the Subscribers and make such records available to SDSPL and/or its representatives for inspection/audit upon reasonable notice.
- (aa) The Operator undertakes to provide all assistance to SDSPL for conducting survey to determinate the actual subscriber base of the Operator. The Operator undertakes to furnish and submit to SDSPL all information and/or documents as may be required by SDSPL from the Operator from time to time.
- (bb) Whenever any of the Channels are launched in high definition format, the Operator shall arrange for distribution of the high definition format signals of the applicable channels through its digital Addressable System, however, subject to separate commercial arrangement between the Parties.
- (cc) The Operator undertakes to comply with the Applicable Laws.

20. ADVERTISING AND PROMOTIONS:

- (i) SDSPL grants to the Operator the non-exclusive right during the Term to use the SDSPL Marks solely in connection with the marketing and promotion of the Subscribed Channels and in a manner that has been pre-approved by SDSPL.
- (ii) The Operator undertakes to give:
 - (a) an equivalent amount of marketing support for the Channels as it provides to other channels of the same genre;
 - (b) similar treatment to all Channels in all advertising material whereby Channel logos and/or names appear with the logos and names of other channels in terms of size and prominence and page taking into consideration context; and
 - (c) equal opportunity to the Channels for participation in events and promotions that the Operator undertakes subject to commercial agreement for each event.

21. INTELLECTUAL PROPERTY RIGHTS:

- (i) It is expressly agreed and understood that the Operator shall not acquire any ownership or other rights with respect to the Subscribed Channels, other than those expressly provided in this Agreement.
- (ii) All Intellectual Property related to the Subscribed Channels shall belong exclusively to SUN of each Subscribed Channel or its respective affiliated companies or licensor. The Operator shall not acquire any proprietary or other rights in the Intellectual Property to which SDSPL or its associates or subsidiaries or SUN assert proprietary or other rights, which SDSPL may notify the Operator from time to time in writing, and agrees not to use the Intellectual Property in any corporate or trade name. The Operator may use the Intellectual Property solely for the purpose of advertising and promoting the Subscribed Channels only with the prior written consent of SDSPL. Marketing materials generated by the Operator may refer to the Intellectual Property only if it is clear that such Intellectual Property represent trademarks or service marks for the Subscribed Channels, which are distributed by the Operator. Such marketing materials shall require the prior written approval of SDSPL. The Operator shall not acquire any proprietary or other rights over the SDSPL Marks, and agrees not to use SDSPL Marks without prior written consent of SDSPL. Unless notified to the contrary by SDSPL, in all trade references, advertising, promotion and for all other purposes, the Subscribed Channels shall be referred to exclusively as designated herein or as otherwise designated by SDSPL. To the extent any of such rights are deemed to accrue to the Operator, the Operator agrees that such rights are the

For SDSPL
for and on behalf of SUN

For Operator

exclusive property of SDSPL or SUN, as applicable. SDSPL reserves the right to inspect any such material at any time without prior notice. The Operator shall not use any Intellectual Property as part of a corporate name or of a trade name, register or use any name or mark which is the same as, or which contains or which, in the opinion of SDSPL, resembles any of the Intellectual Property. The Operator shall include appropriate copyright and other legal notices as SDSPL may require, and shall promptly call to the attention of SDSPL the use of any Intellectual Property, or of any names or marks that resemble any Intellectual Property by any third party in the Territory. The Operator shall within 10 days after termination of this Agreement return to SDSPL or, at SDSPL's request, destroy all material containing, and all material used for the purpose of printing or reproducing, any Intellectual Property or any other names or marks that in the opinion of SDSPL are similar to any Intellectual Property, and shall transfer or cause to be transferred at no cost to SDSPL/SUN (or its designee) all interest in and to any graphic representation created by or for the Operator of any Intellectual Property. To the extent permissible by law, the Operator hereby appoints SDSPL its lawful attorney-in-fact irrevocably to carry out any legal action required to cancel any registration or application for registration obtained or made by the Operator for the Intellectual Property pertaining to SDSPL/Service Provide and the Subscribed Channels as mentioned in this clause or to cause all of the Operator's interest in such registrations or application to be transferred to SDSPL/SUN (or its designee), it being acknowledged that such power is a power coupled with an interest.

22. LIMITATION OF LIABILITY:

- (i) Notwithstanding anything to the contrary in this Agreement, to the maximum extent allowed under the applicable law, except where a Party is indemnified against third party claims, in no event shall any Party be liable for any incidental or consequential damages, whether foreseeable or not (including those arising from negligence), occasioned by any failure to perform or the breach of any obligation under this Agreement for any cause whatsoever.
- (ii) Any and all express and implied warranties, including, but not limited to, warranties of merchantability or fitness for any purpose or use, are expressly excluded and disclaimed by the Parties, except as specifically set forth herein.

23. CONFIDENTIALITY:

The Operator shall keep in strict confidence any Confidential Information received by it from SDSPL and shall not disclose the same to any person, not being a party to this Agreement. The Operator shall also bind its employees, officers, advisors, associates, contractors, agents and other similar persons, to whom the Confidential Information may be disclosed, to the obligations of such confidentiality. However, any disclosure of Confidential Information by the Operator to any of its employees, officers, advisors, associates, contractors, agents and other similar persons shall be strictly on a need to know basis. Confidential Information shall, at all times, remain the exclusive property of SDSPL and the Operator shall not acquire any rights in the Confidential Information.

24. FORCE MAJEURE:

Neither Party shall be liable for any delay in performing or for failing to perform any or all of its obligations under this Agreement resulting from force majeure conditions including satellite failure, satellite jamming, occurrence of an event over which the affected Party has no control, etc., which may affect the retransmission of signals of any of the Subscribed Channels to the Operator/Subscribers. In the event of a suspension of any obligation under this clause, which extends beyond a period of one (1) month, the Party not affected, may at its option, elect to cancel those aspects of this Agreement.

25. NO AGENCY:

Neither Party shall be or hold itself as the agent of the other under the Agreement. No Subscribers shall be deemed to have any privity of contract or direct contractual or other relationship with SDSPL by virtue of this Agreement or by SDSPL's delivery of the Subscribed Channels to the Operator. This Agreement between SDSPL and the Operator is on principal to principal basis and is terminable in nature.

26. NO WAIVER:

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

27. ASSIGNMENT:

- (i) Notwithstanding anything contained in the Agreement, the Operator shall not have the right, without the prior written consent of SDSPL, to assign or transfer the Agreement or any of its rights or obligations hereunder to any third Party. Upon any breach, whether actual, potential or threatened, of this clause, the Operator shall be deemed to be unauthorized to retransmit the signals of the Subscribed Channels, as the case may be, and in material breach of this Agreement which shall entitle SDSPL to terminate the Agreement and deactivate/disconnect the signals of the Subscribed Channels and take any other measures as may be lawfully appropriate.
- (ii) SDSPL may, at any time, assign the Agreement including, without limitation, its rights and obligations hereunder, either in whole, or in part, to any person or third party and such person or third party shall, to the extent of such assignment, be deemed to have the same rights and obligations as SDSPL vis a vis the Operator. Such assignment by SDSPL shall be effective on and from the date as communicated in writing by SDSPL to the Operator.

For SDSPL
for and on behalf of SUN

For Operator

28. INDEMNITY AND THIRD PARTY CLAIMS:

- (i) The Parties shall forever keep and hold the other Party and such Party's subsidiaries, affiliated companies, officers, directors, employees and agents fully indemnified and harmless against all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable attorney's fees) resulting due to any of the defaulting Party's acts, omissions, misstatements, and representations, warranties, undertakings or otherwise set out hereunder or any of its obligations pursuant to the Agreement.
- (ii) Except as provided under the Agreement, neither Party shall have any rights against the other Party for claims by third persons or for non-operation of facilities or non-furnishing of the Subscribed Channels, if such non-operation or non-furnishing is due to failure of equipment, satellite action or natural calamity.
- (iii) SDSPL makes no representations or warranty as to whether or not the Subscribed Channels or any of its content requires any governmental consent or approval or as to whether or not the Subscribed Channels complies with laws and regulations of any governmental and other authorities for its distribution. The Operator shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses and permissions, as may be imposed or required by the government and other authorities, for the distribution of the Subscribed Channels by the Operator and maintaining those approvals, licenses and permissions throughout the Term.
- (iv) The Operator acknowledges and accepts that SDSPL shall not be liable in any manner to the Operator or any third party as regards to any program content or alleged violations of any third party rights, any law or any broadcast standards and practice guidelines, program codes or censorship guidelines contained in the Applicable Laws.
- (v) This clause shall survive termination of the Agreement.

29. SEVERABILITY:

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

30. NOTICES:

All notices given hereunder shall be given in writing, by personal delivery, Speed Post or Registered Post A.D., at the correspondence address of the Operator and SDSPL set forth in the Agreement, unless either Party at any time or times designates another address for itself by notifying the other Party thereof by Speed Post or Registered Post A.D. only, in which case all notices to such Party shall thereafter be given at its most recent address. Notice given by Registered Post A.D. shall be deemed delivered on the third day from the date of dispatch of such Registered Post A.D. All notices to SDSPL shall be addressed in the attention of "Legal Head", Sun Distribution Services Private Limited, Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai 600 028.

31. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:

The rights and obligations of the Parties under the Agreement shall be governed by and construed in accordance with the laws of India. The TDSAT, to the exclusion of all other courts, shall have exclusive jurisdiction in respect of any dispute between the Parties arising out of or in connection with or as a result of this Agreement.

32. ENTIRE UNDERSTANDING/ MODIFICATIONS:

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year mentioned hereinabove.

FOR SUN DISTRIBUTION SERVICES PRIVATE LIMITED FOR AND ON BEHALF OF SUN TV NETWORK LTD	For _____ (OPERATOR)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: Authorized Signatory	Title: Authorized Signatory

For SDSPL
for and on behalf of SUN

For Operator

Schedule 1

Technical Specifications

Specifications for Set-Top-Boxes (STBs), Conditional Access System (CAS) & Subscribers Management System (SMS)

(A) STB Requirements:

1. All the STBs should have embedded Conditional Access (CA).
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 Bureau of Indian Standards (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.
12. The STB should be compatible with covert Finger Printing.
13. The STB should carry the Subscribed Channels' Finger Printing without masking or tampering, with respect to time location, duration and frequency.

HD Set-Top-Box Requirements:

1. The HD Boxes shall be tamper resistant.
2. Security codes must be securely stored in the HD Box.
3. There should not be any testing points or interfaces in the HD Box provided to the Subscribers.
4. Security system in a HD Box or otherwise must have the capability to detect clone devices.
5. HD Box must enforce reasonable usage rules carried by the license.
6. The decryption and decoding processes must be integrated into a single process in the HD Box.
7. The video path from decryption to video outputs must be secured.
8. PVR content is protected. Any set top box or HD Box utilizing built-in PVRs shall employ an encryption system for the storage of material that binds the material to that particular set top box or HD Box.
9. HD Box shall have the ability to add finger printing in the video outputs (preferred to track clone/ compromised devices).
10. HD Boxes shall have:
 - (a) CGMS/A capability for analog outputs
 - (b) HDCP capability for DVI and/or HDMI outputs; and
 - (c) DTCP capability for 1394, USB, Ethernet and/or other applicable outputs if provided.

(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. 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 SUN should be displayed 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.
11. If any piracy is reported by SDSPL, the Operator shall deactivate the STB and Viewing Card in 10 to 20 minutes of such reporting.

(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 CAS should be integrated for activation and deactivation process from SMS to be simultaneously done through both the systems. Further, CAS should be independently capable of generating log of all activations and deactivations.
5. The CAS provisioning company should be known to have capability of upgrading the CAS 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 and CAS 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 STB/VC unit
 - (c) The SMS and CAS should be capable of giving the reporting at any desired time about:
 - (i) The total no subscribers authorized
 - (ii) The total no of subscribers on the network
 - (iii) The total no 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 CAS & 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 CAS & 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 cannot be re-deployed.

For SDSPL
for and on behalf of SUN

For Operator

15. The Operator shall provide a copy of its CAS & SMS certification from the Authorized vendor of such CAS & SMS service.
16. Upon request by SDSPL, the Operator shall put its water mark logo on Subscribed Channels.
17. The Operator shall co-operate and co-ordinate with SDSPL's anti-piracy team to curb the piracy of Channels in its network or piracy of channels being done using the signals of the Operator. If required, the Operator shall also accompany the SDSPL anti-piracy team to jointly investigate and take appropriate action to curb piracy.

Schedule 2

OPERATOR'S ANTI-PIRACY OBLIGATIONS

1. General

- 1.1 Operator shall take all necessary actions to prevent any unauthorized access to the Channels/Subscribed Channels through its digital Addressable System.

2. STBs, VCs, Systems and Procedures

- 2.1 In order to ensure that each STB is capable of being used for Fingerprinting, Operator shall ensure that the STBs supplied to Subscribers conform to the Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- 2.2 Operator represents, warrants and undertakes that there are adequate systems, processes and controls in place regarding the distribution of STBs and VCs so as to ensure that they are only sold by Operator or by its authorized dealers and such sales are only made to bona fide Subscribers and installations are made at an applicable residential address. Adequate systems, processes and controls shall include, without limitation, Operator:
- 2.2.1 collecting and maintaining complete up to date records of each and every Subscriber's details, and details of the location of every STB and VC including, without limitation, the particulars specified in paragraph 2.4;
- 2.2.2 requiring all Subscribers to submit a utility bill or bank statement as proof of address, including any Subscribers who have been previously de-authorized prior to re-authorization, or independently physically verify the address by a person other than the dealer/sales unit, prior to activation of any STB and VC;
- 2.2.3 investigating any multiple VC 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 STB, there is an independent physical verification of the new residential address; and
- 2.2.7 de-authorizing any STB or VC that is found outside the Area or in the possession of a person who is not a bona fide Subscriber.
- 2.3 Operator represents, warrants and undertakes that all of its STBs and VCs: (i) are sold and installed together as a pack only and installed only at the premises of Subscribers whose address has been verified in accordance with paragraph 2.2.1; and (ii) employ card-pairing technology that ensures once a VC is activated and paired to a particular STB, the Channels/Subscribed Channels cannot be viewed if such STB is removed and used with any other STB or used with a set top box of any other operator.
- 2.4 Operator represents, warrants and undertakes that all installations of STBs and VCs are done directly by Operator or through its authorized dealers and that the installer for every installation physically checks and ensures before installation and activation of a STB and VC that the address where the installation is being done matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS. In accordance with paragraph 2.2.1, Operator's SMS shall contain all of the following information items for each Subscriber prior to activation of a STB and VC 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 Channels/Bouquets that have been selected;
- 2.4.7 Name and unique reference number of the dealer who sold the STB 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 VC number; and
- 2.4.11 Unique STB number.
- 2.5 Operator agrees and undertakes that it shall not activate, or otherwise reactivate, as the case may be, those VCs, wherein the Channels/Subscribed 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 SMS; or
- 2.5.2 outside the Area; or
- 2.5.3 that of a cable head end or any other distributor of such Channel.
- 2.6 In order to ensure that the VC is only activated for bona fide Subscribers, Operator further represents, warrants and undertakes that there are adequate controls to ensure (a) a VC is not activated before installation with its paired STB; and (b) that such VC is activated at the address of the Subscriber which matches with the address as supplied by the Subscriber at the time of purchase/hire purchase/renting of the STB and which is the same as detailed in the SMS.
- 2.7 Operator represents, warrants and undertakes that its SMS: (a) allows viewing and printing historical data, in terms of total activation, de-activation and re-activation of all Subscribers and all other records required under paragraph 2.4; and (b) enables the location of each and every STB and VC to be recorded.

3. Fingerprinting

- 3.1 Operator shall ensure that it has systems, processes and controls in place to run Fingerprinting at regular intervals as per the specifications provided by SDSPL and as reasonably requested from time to time.
- 3.2 Operator shall ensure that all STBs should support both visible and covert types fingerprinting and should be compatible for running Fingerprinting whether operated by Operator or by SDSPL.
- 3.3 Operator shall ensure that it shall be able to operate the Fingerprinting across all 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 VC and STB and any amendment of those characters will be on a pre-determined, consistent basis.
- 3.4 Operator shall ensure that the following processes shall be deployed to keep a check on piracy and misuse of the signals of the 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 Operator on the Channels, as per the scheme provided by SDSPL; SDSPL shall have a right to give the time, location, duration of Fingerprinting at a reasonably short notice (i.e. at least 30 minutes prior notice or more).

4. Conditional Access and other systems

- 4.1 Operator shall ensure that the Subscribed Channels are broadcast in an encrypted form and in a form capable of Fingerprinting.
- 4.2 Operator represents and warrants that: (a) both the CAS and SMS 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; (b) none of the current versions of the CAS 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 CAS and SMS shall be integrated and any activation/de-activation shall be processed simultaneously through both systems.
- 4.3 Operator agrees that it shall, at its sole cost, be responsible for ensuring the Subscribed Channels are distributed via a digital, encrypted format signal receivable only by its bona fide Subscribers.

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 VC or STB is being located, supplied or sold outside the Area/Territory,
 - 5.1.2 Any of the Channels are being viewed via a VC or STB by a third party that is not a Subscriber,
 - 5.1.3 A VC is being used for viewing the Channels anywhere other than the registered address of a Subscriber, or
 - 5.1.4 A VC and/or STB are being used by a cable operator or other distributor to distribute any of the Channels (each, a "Piracy Event").
- 5.2 If SDSPL or Operator becomes aware of a Piracy Event then Operator shall take all necessary steps to prevent or to stop such unauthorized or illegal use of the Channels or signals thereof.
 - 5.2.1 In the event SDSPL decides to take legal or other action against any infringing party committing or causing any Piracy Event, Operator shall provide all reasonable assistance to SDSPL to prevent or combat such Piracy Event.
 - 5.2.2 If Operator wishes at its cost to take legal or other action of any kind against any party alleged to be infringing a right of SDSPL, where SDSPL shall be one of the parties to such action, it shall notify SDSPL in writing and seek SDSPL's prior written consent. Where SDSPL consents to Operator taking legal or other action on behalf of SDSPL, Operator shall keep SDSPL fully informed of the progress of such action. Operator shall not settle, attempt to settle or otherwise compromise the rights of SDSPL or its affiliates without the prior written consent of SDSPL.
- 5.3 Operator agrees to change or upgrade its CAS and/or SMS in the event the CAS is shown to be hacked.
- 5.4 Operator shall investigate and report to SDSPL any detected incidents of copying, transmitting, exhibiting or other illegal use of the Channels/Subscribed Channels via a STB and/or VC, or any illegal or unauthorized distribution or use of the Equipment that enable access to the Channels/Subscribed Channels.

For SDSPL
for and on behalf of SUN

For Operator

ANNEXURE A

THE CHANNELS

KTV	Gemini TV
Sun News	Udaya TV
Gemini Comedy	Udaya Movies
Udaya Comedy	Gemini News
Udaya News	Gemini Movies
Gemini Music	Kiran TV
Surya TV	Chintu TV
Sun TV	Adithya TV
Kushi TV	Udaya Music
Chutti TV	Gemini Action
Sun Action	Surya Action
Suriyan TV	Sun Life
Sun TV RI	Surya Music
Gemini Life	Kochu TV
Sun Music	Sun TV HD
KTV HD	Gemini TV HD
Sun Music HD	

ANNEXURE B

A-LA-CARTE RATES PER SUBSCRIBER PER MONTH

TICK HERE (✓)	SL. NO.	CHANNEL	A-LA-CARTE RATE (INR)
Standard Definition Channels			
	1	KTV	6.75
	2	Sun Music	3.15
	3	Sun News	0.63
	4	Gemini TV	4.63
	5	Gemini Comedy	2.39
	6	Udaya TV	5.17
	7	Udaya Comedy	6.75
	8	Chintu TV *	5.62
	9	Adithya TV*	7.64
	10	Kushi TV *	5.62
	11	Udaya Movies	6.47
	12	Udaya News	3.30
	13	Gemini News	3.37
	14	Gemini Music	3.15
	15	Gemini Movies	7.64
	16	Sun TV *	5.57
	17	Udaya Music*	3.15
	18	Chutti TV *	5.62
	19	Surya TV	5.17
	20	Kiran TV	7.64
	21	Sun TV RI *	5.25
	22	Sun Life *	5.25
	23	Gemini Life *	4.67
	24	Surya Music*	3.15
	25	Kochu TV *	5.62
Premier Ad-Free Pay Channels			
	26	Sun Action	16.80
	27	Gemini Action	16.80
	28	Suriyan TV	16.80
	29	Surya Action	16.80
High Definition Channels			
	30	Sun TV HD	40.00
	31	K TV HD	40.00
	32	Gemini TV HD	40.00
	33	Sun Music HD	25.00

For SDSPL
for and on behalf of SUN

For Operator

ANNEXURE B-1**BOUQUETS OF STANDARD DEFINITION CHANNELS****BOUQUET 1:**

TICK HERE (✓)	Sl. No.	Channels	Bouquet Rate (INR)
	1.	KTV	7.01
	2.	Sun Music	
	3.	Sun News	

BOUQUET 2:

TICK HERE (✓)	Sl. No.	Channels	Bouquet Rate (INR)
	1.	Gemini TV	4.67
	2.	Gemini Comedy	

BOUQUET 3:

TICK HERE (✓)	Sl. No.	Channels	Bouquet Rate (INR)
	1.	Udaya TV	7.95
	2.	Udaya Comedy	

BOUQUET 4:

TICK HERE (✓)	Sl. No.	Channels	Bouquet Rate (INR)
	1.	Udaya Movies	6.51
	2.	Udaya News	

BOUQUET 5:

TICK HERE (✓)	Sl. No.	Channels	Bouquet Rate (INR)
	1.	Gemini News	10.26
	2.	Gemini Music	
	3.	Gemini Movies	

BOUQUET 6:

TICK HERE (✓)	Sl. No.	Channels	Bouquet Rate (INR)
	1.	Surya TV	8.54
	2.	Kiran TV	

SUN HD PACK 1:

TICK HERE (✓)	Sl. No.	Channels	Bouquet Rate (INR)
	1.	Sun TV HD	100
	2.	K TV HD	
	3.	Gemini TV HD	
	4.	Sun Music HD	

Note 1: This rate card is filed in compliance with the interim order dated April 18, 2011 of the Hon'ble Supreme Court of India in the Civil Appeal Nos. 2847 – 2854 of 2011 and the order dated August 4, 2015 of the Hon'ble Supreme Court of India in the Civil Appeal Nos. 5159 – 5164 of 2015 and without prejudice to SDSPL's/SUN's rights to increase the a-la-carte and bouquet rates prescribed for digital addressable systems, subject to the final outcome of the Civil Appeal Nos. 2847 – 2854 of 2011 and the observations made in the order dated August 4, 2015 of the Hon'ble Supreme Court of India in the Civil Appeal Nos. 5159 – 5164 of 2015 read with the judgment and order dated April 28, 2015 of the Telecom Disputes Settlement and Appellate Tribunal in Appeal Nos. 1(C) of 2014, 2(C) of 2014, 3(C) of 2014, 4(C) of 2014, 5(C) of 2014 and 6(C) of 2014.

Note 2: TRAI has not issued any guidelines regarding pricing of high definition channels and hence, the a-la-carte/bouquet rates of the HD channels appearing in **Annexure B** and **Annexure B-1**, respectively, are beyond the purview of the Telecommunication (Broadcasting and Cable) Services (Fourth) (Addressable systems) Tariff Order, 2010 dated July 21, 2010. Hence, the interim order dated April 18, 2011 and the order dated August 4, 2015 of the Hon'ble Supreme Court of India is not applicable in case of HD channels.

For SDSPL
for and on behalf of SUN

For Operator

ANNEXURE C

EQUIPMENT DETAILS

Channel	Digital Satellite Receiver No.:												Viewing Card No.:											
KTV																								
Sun Music																								
Sun News																								
Gemini TV																								
Gemini Comedy																								
Udaya TV																								
Udaya Comedy																								
Chintu TV																								
Adithya TV																								
Kushi TV																								
Udaya Movies																								
Udaya News																								
Gemini News																								
Gemini Music																								
Gemini Movies																								
Sun TV																								
Udaya Music																								
Chutti TV																								
Surya TV																								
Kiran TV																								
Sun TV RI																								
Sun Life																								
Gemini Life																								
Surya Music																								
Sun Action																								
Gemini Action																								
Suriyan TV																								
Surya Action																								
Sun TV HD																								
K TV HD																								
Gemini TV HD																								
Sun Music HD																								
Kochu TV																								

For SDSPL
for and on behalf of SUN

For Operator

ANNEXURE D
AFFILIATED CABLE OPERATORS

Web Copy Not for Execution

ANNEXURE E

For SDSPL
for and on behalf of SUN

For Operator

EXECUTION REQUIREMENTS

- (i) The Certificate of Incorporation – certified by the Company Secretary /Director.
- (ii) Memorandum and Articles of Association of the company.
- (iii) Board resolution certified by the Company Secretary/Director authorizing the signatory to sign the Agreement and any amendment and all related documents on behalf of the Company.
- (iv) Copy of Passport / Voters ID / PAN Card / Driving license for signature verification attested by the authorized signatory.
- (v) Photograph of the signatory.
- (vi) Copy each of HITS License (whichever is applicable), Service Tax Registration, TAN No., and Entertainment Tax Registration Number.

For SDSPL
for and on behalf of SUN

For Operator