

TERM SHEET

This binding term sheet ("**Term Sheet**") is executed on 18th April, 2019 between

Vodafone Idea Limited, a company incorporated under the Companies Act, 1956, having (**CIN: L32100GJ1996PLC030976**), having its registered address at A-19, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi-110044, India (referred to as "**VIL**").

AND

Sony Pictures Networks India Private Limited, a company incorporated under the Companies Act, 1956, having (**CIN: U92100MH1995PTC111487**) and its registered address at 5th Floor, DLF Building No. 10, Tower – B, DLF Cyber City, Phase -2., Gurgaon – 122002 (referred to as "**SPNI**").

VIL and SPNI are hereinafter also jointly referred to as "Parties" and severally as "Party"

The Parties hereto agree to the following terms and conditions:

1. Definitions

- 1.1. "**Active User**" shall mean a User of VIL who has accessed / streamed SPNI's Content(s) for a cumulative duration of at least 120 (one hundred and twenty) seconds during a Billing Month through VILs Application(s) (defined below). For example: If during any Billing Month, any Content is streamed by a user for the very first time for only 50 seconds, the user will not be considered as an Active User. If the user after 2 days again (within the same Billing Month) streams any Content for 40 seconds, this time also he will not be considered an Active User as the total usage is only 90 seconds till that day. In case, the same user comes next day and streams for 32 seconds more, then his total usage exceeds 120 seconds within the same Billing Month and accordingly such user will be considered as an Active User for the purpose of such Billing Month. For the sake of abundant clarity, the condition that an Active User's cumulative access / streaming of Content(s) should be 120 or more seconds to qualify as an Active User shall independently apply in each Billing Month.
- 1.2. "**Billing Month**" shall mean each monthly period commencing from the Start Date and ending on the last date of that month or any part thereof for the purpose of raising invoice on VIL.
- 1.3. "**Content**" shall mean the audio-visual content (which includes films, television programs, web series and English shows as indicated in the Catalogue listed under Annexure A).
- 1.4. "**CPS**" shall mean cost per Active User per month during the Term.

- 1.5. **VIL's Applications** shall mean "Idea Movies & TV" and/or "Vodafone Play" mobile software application which delivers the audio-visual content to the Users on streaming basis only and is owned and operated by VIL and developed solely for the use on Mobile Devices currently working on the operating systems of Windows, iOS, Android and/or any other SPNI approved future operating systems to be used to make Content available by SPNI via API integration on the VIL's Applications. VIL may at any given time either merge "Idea Movies & TV" and "Vodafone Play" into a single app or create a single new video service app by phasing out/shutting down both "Idea Movies & TV" and "Vodafone Play" wherein such a new video service app will be considered as VIL's Application. VIL may further decide to extend this arrangement for You Broadband" android set-top boxes (hereinafter referred to as **"Set-Top Boxes"**).
- 1.6. **"Minimum Guarantee Amount"** shall mean the amount payable by VIL to SPNI and as set out in Clause 4.1.1.
- 1.7. **"Mobile Communications Technology"** shall mean any mobile wireless communications technologies with radio frequency spectrum in any band to enable or facilitate the delivery of, amongst other things, audiovisual content to Mobile Devices for reception and viewing in intelligible form including, without limitation, General Packet Radio Services (GPRS), Global System for Mobile Communications (GSM), Universal Mobile Telecommunications System (UMTS) and any similar, related or derivative technology now known or devised or invented in the future.
- 1.8. **"Mobile Devices"** shall mean any handheld portable personal device (whether now known or hereafter developed) which is primarily designed or adapted to be capable of being used while in motion and which when connected to a mobile communications network uses Mobile Communications Technology in order to send and receive voice and data (including without limitation audio and audio-visual content).
- 1.9. **"Net Revenue"** shall mean SonyLIV subscription fee paid by the Active User via VIL's carrier billing (whether pre-paid or post-paid) less (i) AGR, WPC license fee; (ii.) GST; and (iii.) any other additional tax as applicable under law **"SonyLIV"** shall mean the Over the Top (OTT) platform owned and operated by SPNI.
- 1.10. **"Subscriber"** shall mean VIL User who has availed SonyLIV subscription through VIL's direct carrier billing mechanism.
- 1.11. **"Territory"** shall mean the geographical limits of India.
- 1.12. **"Transaction"** shall severally mean the business transaction set out in Clause 3.1, Clause 3.2 and Clause 3.3 of this Term Sheet and collectively be referred to as **"Transactions"**.
- 1.13. **"User"** shall mean a subscriber/ customer of VIL's telecommunication's business.