

COMPILATION- 12

LIST OF DOCUMENTS IN REPLY TO INTERNET RIGHTS ISSUE

S No.	PARTICULARS
1.	Copy of MOU dated 16.4.2008 between LMC and BCCI for development and operation of web portals of IPL website, www.iplt20.com , for a period of 10 yrs-with minimum guarantee of US 4 20 million & 50% revenue share.
2.	Copy of MOU dated 16.4.2008 between LMC and BCCI for development and operation of web portals of BCCI website, www.BCCI.tv for a period of 10 yrs-with minimum guarantee of US 4 30 million & 50% revenue share.
3.	Copy of Invitation to Tender for Web Portal Rights.
4.	Copy of TCN's proposal dated 25.1.2008 to the BCCI- Invitation to Tender for Web Portal Rights.
5.	Copy of MOU dated March, 2006 between BCCI and Cricket Network Pty. Ltd.
6.	Copy of Accenture's proposal to BCCI dated 28.8.2006
7.	Tender Notice issued by N. Srinivisan.
8.	Copy of email dated 28.1.2008 from John Dollinsson to LKM regarding BCCI Web Portal Tender follow up/TCN reimbursement follow up.
9.	Copy of Email dated 1.3.2008 from Mr. Sundar Raman to LKM
10.	Copy of email dated 27.3.2008 from John Feenie to LKM attaching a press announcement.
11.	Copy of Media Rights agreement (Audio-Visual Rights agreement between Nimbus and BCCI along with addendums)
11.	Copy of Letter dated 14.7.2009 from Global Cricket Ventures Pte. Ltd. to BCCI w.r.t Novation agreement, that they would assign the burden and benefit of Novation Agreement to GCV.
12.	Copy of email date 18.11.2008 form Akhila Kaushik to LKM forwarding a copy of addendum between LCM and BCCI.
13.	Copy of letter dated 15.3.2009 issued by LMC to LKM regarding handback of BCCI.tv portal.
14.	Novation agreement dated 31.3.2009 between LMC, Global Cricket Ventures Pte., Ltd, Singapore and BCCI.
15.	Assignment and assumption agreement dated 25.8.2009.
16.	Copy of email dated 20.8.2009 from Prasanna Kanan to LKM confirming the outstanding amount of USD 2.25 mn was transferred to BCCI Bank Accounts by GVCN.
17.	Copy of letter dated 21.3.2008 from Andrew Wildblood to LKM regarding web portals.



Memorandum of Understanding

BETWEEN

LIVE CURRENT MEDIA INC.

AND

**BOARD OF CONTROL FOR CRICKET IN INDIA for and on behalf of
INDIAN PREMIER LEAGUE**

FOR

DEVELOPMENT AND LAUNCH OF WEB PORTAL & RIGHTS THEREIN

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This legally binding Memorandum of Understanding ("MOU") is entered into on this 16 day of April 2008.

BETWEEN

- (1) **LIVE CURRENT MEDIA Inc.**, having its principal office at Suite 645, 375 Water St., Vancouver, BC, CANADA, V6C 5B6 (hereinafter referred to as "Live Current Media", which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns) of the FIRST PART;

AND

- (2) **BOARD OF CONTROL FOR CRICKET IN INDIA**, a society registered under the Tamil Nadu Societies Registration Act, 1860, having its principal office at Brabourne Stadium, (North Stand), Veer Nariman Road, Churchgate, Mumbai 400020, for and on behalf of its Separate Sub-Committee Unit known as Indian Premier League (hereinafter referred to as "BCCI-IPL"), which expression shall, unless repugnant to the context thereof, mean and include its successors and permitted assigns) of the LAST PART.

WHEREAS

- A. BCCI-IPL is desirous of promoting the Indian Premier League ("IPL") and the game of cricket across India and other parts of the globe and wishes to operate and maintain an official website for the IPL.
- B. LIVE CURRENT MEDIA has approached BCCI-IPL and expressed its willingness to fulfil the aforesaid desires of BCCI-IPL of promotion of cricket by building and operating "The IPL Website" at its sole risk, costs and consequences.
- C. BCCI-IPL has agreed to authorise LIVE CURRENT MEDIA to , design, build, operate, maintain and promote the IPL Website as the official website of the Indian Premier League and the sole website sanctioned as such by BCCI-IPL (hereinafter referred to as "The IPL Website").
- D. BCCI-IPL has agreed to support LIVE CURRENT MEDIA in operating The IPL Website in the manner provided in this MOU.

BCCI-IPL and LIVE CURRENT MEDIA are individually referred to as the "Party" and collectively referred to as the "Parties".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. TERMS OF UNDERSTANDING

- 1.1. LIVE CURRENT MEDIA undertakes to design, build, operate, host and maintain the IPL Website in accordance with highest industry standards, using its experience in developing engaging commercially successful web properties, as well as its cutting-edge knowledge of emerging Internet technologies and to promote the IPL Website, all at its sole risk as to costs and consequences in the manner provided in this MOU and the Final Agreement to be entered into between LIVE CURRENT MEDIA and BCCI-IPL as provided in Clause 5 of this MOU. Each Party

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will bare the risks for the content and materials that they provide to "The IPL Website" on the terms set out in this MOU.

- 1.2. LIVE CURRENT MEDIA will provide hosting services in respect of the IPL Website in accordance with a service level agreement, which shall contain, inter alia, minimum levels of technical support and site availability, such service level agreement to be agreed between the Parties and included in the Final Agreement.
- 1.3. LIVE CURRENT MEDIA will further:
- i) maintain the IPL Website;
 - ii) develop and enhance the IPL Website on an ongoing basis and the Parties shall cooperate throughout the Term in connection with the same;
 - iii) manage and coordinate the technical integration of all Internet based applications and opportunities that are to be included within the IPL Website during the Term
- each in accordance with the core services to be set out in full in the Final Agreement.
- 1.4. BCCI-IPL will facilitate and provide support to LIVE CURRENT MEDIA in building, operating, maintaining and promoting the IPL Website and promoting the Indian Premier League itself as outlined in Clause 3 of this MOU and as otherwise may reasonably be requested by LIVE CURRENT MEDIA from time to time.
- 1.5. LIVE CURRENT MEDIA will construct a web portal at CRICKET.COM (the "CRICKET.COM Portal") as 'the gateway to Indian Cricket', providing an integrated user experience between it, the IPL Website and the BCCI Website. This does not mean that non-Indian cricket content will not be placed on the CRICKET.COM Portal.
- 1.6. LIVE CURRENT MEDIA shall ensure that there will always be a substantive link to the IPL Website on the front page of the Live Current Media's Cricket.com website
- 1.7. The IPL Website will be "powered by cricket.com" and this will be prominently displayed on the home page of the IPL Website. There will always be a substantive link to the Cricket.com Portal on the home page of The IPL Website.
- 1.8. BCCI-IPL shall:
- i) appoint LIVE CURRENT MEDIA to design, build, host, operate, maintain and promote the IPL Website;
 - ii) grant LIVE CURRENT MEDIA the exclusive right to designate the IPL Website as the "Official Website of the Indian Premier League" or such other "official" designation as may be agreed between the Parties from time to time;
 - iii) grant to LIVE CURRENT MEDIA (a) the right to use BCCI-IPL content on the IPL Website (on an exclusive or non-exclusive basis as specified herein) and (b) the licence set out in Clause 4.1 of this MOU; and



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- iv) promote the IPL Website and the Cricket.com Portal and provide LIVE CURRENT MEDIA with the assistance set out herein

In each case for a period commencing on execution of the Final Agreement and ending on 31 December 2018 (the "Term")

1.9. The Parties agree that the renewal of the Final Agreement for a further term of 10 years ("Renewal") will be mutually agreed upon by the Parties with discussions starting at least 180 days prior to the end of the Term and subject to the following conditions:

- i) LIVE CURRENT MEDIA shall have the right of first and last refusal over the Renewal to work as follows:
 - a) LIVE CURRENT MEDIA shall have the option to bid on the Renewal, which bid must be irrevocable.
 - b) If Live current Media bid is not accepted, BCCI-IPL shall have the right to solicit bids from other potential partners.
 - c) Before BCCI-IPL accepts any third party bid for the Renewal, LIVE CURRENT MEDIA will have the right to match such third-party bid and shall be granted the Renewal if it matches such bid.
 - d) Throughout this process, BCCI-IPL shall not reveal any information about the LIVE CURRENT MEDIA bid in anyway whatsoever
- ii) If the Parties do not agree on a Renewal for Live Current Media then the following will occur:
 - a) LIVE CURRENT MEDIA will take ownership over the entire customer database as built up on the IPL Website over the TERM of the agreement
 - b) BCCI-IPL shall pay LIVE CURRENT MEDIA 1.5 times the content production costs for the IPL Website that LIVE CURRENT MEDIA incurred during the original Term of the Final Agreement (as specified in the financial statements and agreed by the Parties)
 - c) There will be a 12 month transition period to the third party provider to ensure the IPL Website continues to function, with Live Current Media offering all reasonable cooperation during this transition period to BCCI-IPL and such third party provider. BCCI-IPL shall pay all pre-agreed costs incurred by LIVE CURRENT MEDIA during this transition period
 - d) LIVE CURRENT MEDIA will retain a non-exclusive right to make available on the Internet the video and photo archives of the IPL matches that occurred during the Term, subject to the parties agreeing a term and a fair price for the grant of these non-exclusive rights.

1.10. In consideration of the appointment of LIVE CURRENT MEDIA and the rights granted to LIVE CURRENT MEDIA under this MOU and the Final Agreement, LIVE CURRENT MEDIA will pay BCCI-IPL a fee amounting to 50% of all Revenues (as defined below) generated from the IPL Website per annum. Provided however, LIVE CURRENT MEDIA shall ensure that the minimum fee paid to BCCI-IPL for each year of the IPL Website shall be as set out in the table below (each a "Minimum Annual Fee"). To avoid any confusion, the payment made will be the greater of (i) the Minimum Annual Fee (as set out below) and (ii) 50% of the Revenues for that year ("Fee").

	Minimum Annual Fee to BCCI-IPL (\$ 000s)
Year 1 (2008)	US\$ 1,500
Year 2 (2009)	US\$ 2,000
Year 3 (2010)	US\$ 2,000
Year 4 (2011)	US\$ 2,000
Year 5 (2012)	US\$ 2,000
Year 6 (2013)	US\$ 2,000
Year 7 (2014)	US\$ 2,000
Year 8 (2015)	US\$ 2,000
Year 9 (2016)	US\$ 2,000
Year 10 (2017)	US\$ 2,500
Total	US\$ 20,000

For the purposes of this MOU:

"Revenues" shall include all revenues generated from the IPL Website and from any IPL content, including Merchandise Revenues (as defined below) but excluding for the avoidance of doubt revenues generated from IPL match ticket sales even where the website selling tickets is accessed via a link on the IPL Website, which revenues accrue exclusively to BCCI-IPL and its official ticket partners. LIVE CURRENT MEDIA may however negotiate an affiliate deal with the official ticket partners, which shall be the subject of a separate agreement.

"Merchandise Revenues" shall mean the revenues generated from sales of merchandise directly from the IPL Website calculated as follows:

Retail price (excluding cost of delivery and any applicable taxes) minus wholesale price = Merchandise Revenue.

1.11. In consideration of the rights granted to LIVE CURRENT MEDIA under this MOU and the Final Agreement, LIVE CURRENT MEDIA will pay BCCI-IPL a fee amounting to 5% of all Revenues (as defined above) generated from Live Current Media's Cricket.com website (or any replacement thereof) per annum.

1.12. All amounts due under this MOU and the Final Agreement (including without limitation the Minimum Annual Fee and any Additional Fees) must be paid by LIVE CURRENT MEDIA free and clear of, and without, deductions based on any currency control restrictions, import duties, or any sales, use, value added or other taxes or withholdings of any nature whatsoever. If LIVE CURRENT MEDIA is required to make any deduction or withholding in respect of any taxes, imposts, duties or other such charges in respect of any payment due under the Final Agreement, LIVE CURRENT MEDIA shall gross up the relevant amount to ensure that BCCI-IPL receives by the relevant payment date the full cash amount that it would otherwise have been entitled to receive had no such deduction or withholding been made.

1.13. LIVE CURRENT MEDIA shall have the option to prepay some or all of the Minimum Annual Fees at anytime during the Term of the agreement. The amount to be prepaid will be calculated using an annual discount rate of 12.5%. Prepayment will have the following impacts:

- i) The required Bank Guarantee as set out in 1.14 will be reduced by the proportion of the Minimum Annual Fee that has been prepaid. So for example if 100% of the Minimum Annual Fees are prepaid then the Bank Guarantee requirement goes away. If 50% of the Minimum Annual Fees are prepaid then the required amount of the Bank Guarantee shall be reduced by 50%
- ii) The revenue share as set out in 1.10 will remain however LIVE CURRENT MEDIA will receive credit for the Minimum Annual Fee repayment. So for example if LIVE CURRENT MEDIA prepays all of the Minimum Annual Fee and the Minimum Annual Fee was due to be \$2 million in the year then the revenue share will commence after \$4 million in revenues and shall be 50/50 at that point. If for example LIVE CURRENT MEDIA had prepaid 50% of the Minimum Annual Fees and the Minimum Annual Fee was due to be \$2 million in the year then the first \$1 million would be paid to BCCI-IPL, the next \$3 million would go to LIVE CURRENT MEDIA and then the revenue share shall commence at the 50/50 level for all incremental revenues.

1.14. It shall be a condition of this MOU and the Final Agreement that, for the purpose of securing Live Current Media's obligation to pay the Minimum Annual Fee, LIVE CURRENT MEDIA shall deliver to BCCI-IPL an irrevocable and unconditional Bank Guarantee (in a format and from a bank agreed with BCCI-IPL) on a rolling basis to guarantee the Minimum Annual Fee for one year on an on-going basis in respect of the season and by the due dates set out below:

- i) Bank Guarantee for Year 1 in the amount of the aggregate total Minimum Annual Fees for Year 1 within 7 days of execution of the Final Agreement and the Bank Guarantees for subsequent year's Minimum Annual Fees shall be delivered to BCCI-IPL by no later than 31 December of the year preceding the year covered by the guarantee (so the Bank Guarantee for Year 2 (2009 season) shall be delivered by no later than 31 December 2008).
- ii) For the avoidance of doubt, it shall be Live Current Media's responsibility to ensure that at any given time in the Term there is a valid, effective and binding Bank Guarantee in place guaranteeing one year of the Minimum Annual Fee.

1.15. Listed below are the key deliverables:

- i) The Parties will set up a joint committee ("**Facilitation Committee**"), which will comprise of such number of LIVE CURRENT MEDIA representatives and BCCI-IPL representatives as may be agreed upon by the Parties. The Facilitation Committee will be chaired by a nominee of the BCCI or such other person as agreed between the Parties. It is agreed that the chair of the Facilitation Committee shall not have a casting vote on any issue.
- ii) The payment schedule set out in clause 1.10 and detailed in Schedule 2 may be subject to review by the Facilitation Committee from time to time, but it is accepted that the payment schedule may only be varied with the written agreement of both Parties.
- iii) All costs and expenses including travel, stay and other incidental and related costs/fees payable in relation to the IPL Website shall be borne by the party incurring the expenses. Each party shall bear their own respective costs in relation to the drawing up of the MOU and the Final Agreement with respect to the IPL Website.

- iv) LIVE CURRENT MEDIA shall bear all losses, liabilities, risks, etc. of whatsoever nature that may be suffered in relation to the IPL Website and the LIVE CURRENT MEDIA Portal, save where such losses, liabilities, risks, etc. (a) relate to content that has been provided to LIVE CURRENT MEDIA by (or on behalf of) BCCI-IPL (unless the content is altered or amended by LIVE CURRENT MEDIA or used by LIVE CURRENT MEDIA other than for the purpose it was provided) or (b) are otherwise attributable to any breach by BCCI-IPL of this MOU. BCCI-IPL shall not in any manner be liable, subject to or held responsible for, and LIVE CURRENT MEDIA shall indemnify BCCI-IPL against, any costs, expenses, losses, liabilities, risks, suffered by BCCI-IPL in relation to content contained on the IPL Website, except for content that has been provided by (or on behalf of) BCCI-IPL (unless the content is altered or amended by LIVE CURRENT MEDIA or used by LIVE CURRENT MEDIA other than for the purpose it was provided) for use on the same and/or in the event of gross misconduct or otherwise due to any breach by BCCI-IPL of this MOU.

- v) BCCI-IPL shall bear all losses, liabilities, risks, etc. of whatsoever nature that may be suffered in relation to content provided by it or on its behalf to LIVE CURRENT MEDIA for use on the IPL unless the content is altered or amended by LIVE CURRENT MEDIA or used by LIVE CURRENT MEDIA other than for the purpose it was provided. LIVE CURRENT MEDIA shall not in any manner be liable, subject to or held responsible for, and BCCI-IPL shall indemnify LIVE CURRENT MEDIA against, any costs, expenses, losses, liabilities, risks, suffered by LIVE CURRENT MEDIA in relation to content contained on the IPL Website that has been provided to LIVE CURRENT MEDIA by (or on behalf of) BCCI-IPL (unless the content is altered or amended by LIVE CURRENT MEDIA or used by LIVE CURRENT MEDIA other than for the purpose it was provided).

- vi) LIVE CURRENT MEDIA shall submit annual statements of the income, expenditure and the Bank Account relating to the IPL Website and (as applicable) the income of the LIVE CURRENT MEDIA Cricket.com Portal arising from IPL content to the Facilitation Committee by no later than 31 January for the preceding Year of the Term and the books of accounts shall not be finalized without the same being audited by independent auditors appointed jointly by BCCI-IPL and Live Current Media, at Live Current Media's cost if any. All such books of accounts shall be safely maintained by LIVE CURRENT MEDIA for 6 years after expiry or earlier termination of this MOU or the Final Agreement, whichever is later.

- vii) LIVE CURRENT MEDIA shall provide BCCI-IPL with regular reports on the building of the IPL Website, and in any event not less than twice per annum. BCCI-IPL may, at its discretion, review the progress and plans on the IPL Website rollout and it is agreed that the IPL Website shall only be launched/promoted/operated after prior written approval of BCCI-IPL (not to be unreasonably withheld or delayed).

- viii) The following rollout schedule is currently anticipated:
 - a) IPL Website – first version launched in April 2008.

- ix) It shall be a condition of this MOU and the Final Agreement that LIVE CURRENT MEDIA shall pay BCCI-IPL the Fee as follows:
 - a) For the initial three years, Live Current Media will pay the Minimum Annual Fee on a quarterly basis. For the avoidance of doubt this payment will occur within 30 days of the quarterly timetable. The initial quarterly payment will be due October 1st 2008. After the first three years the Minimum Annual Fee will be paid on a bi-annual basis. Schedule 2 details the payment amounts and timing over the Term of the agreement.

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- b) LIVE CURRENT MEDIA will make a further payment to BCCI-IPL of any additional share of the Revenues that is due to BCCI-IPL in excess of the Minimum Annual Fee ("Additional Fee") within 60 days of the acceptance of the annual audited financial statements should there be an adjustment.
 - c) Time shall be of the essence of all payments of the Minimum Annual Fee and any Additional Fee and if LIVE CURRENT MEDIA fails to pay any amount due under this MOU and the Final Agreement by the relevant due date, BCCI-IPL shall be entitled but not obliged to charge LIVE CURRENT MEDIA interest on the overdue amount from the due date up to the date of actual payment at the rate of 12.0% per annum
 - x) LIVE CURRENT MEDIA will manage, co-ordinate and execute all aspects of the IPL Website rollout including funding and cash flow management subject to the provisions of this MOU.
 - xi) LIVE CURRENT MEDIA must obtain the prior written approval of BCCI-IPL for the domain name used for the IPL Website and for every use of the IPL logo and every use of names and/or logos of any IPL sponsors, partners or franchises.
 - xii) LIVE CURRENT MEDIA shall provide the editorial content for the IPL Website and shall ensure that BCCI-IPL will have the right, through its representatives on the Facilitation Committee or otherwise, to participate in the editorial process and review the content of the IPL Website from time to time prior to publication. LIVE CURRENT MEDIA will not include content on the IPL Website and will remove content from the IPL Website based on any reasonable requests from BCCI-IPL.
 - xiii) LIVE CURRENT MEDIA shall comply with the reasonable instructions of BCCI-IPL in relation to the placement of official IPL commercial partners' names and/or logos (including without limitation those of the IPL title sponsor and other official sponsors) it being acknowledged by BCCI-IPL that such instructions shall not materially detrimentally affect the ability of to maximise revenues generated by advertising and sponsorship on the same.

2. CONFIDENTIALITY & EXCLUSIVITY

- 2.1. The Parties agree that "Confidential Information" shall mean confidential information in whatever form disclosed by one Party to the other pursuant to or in connection with this MOU, and shall include, but not be limited to, the terms and conditions of this MOU and any drafts hereof, the Final Agreement and any drafts thereof, any correspondence relating to this MOU and/or the Final Agreement, concepts, trade-secrets, modules, rollout plans, know-how, techniques, processes, schematics, contracts, financial information, sales and marketing plans.
- 2.2. Neither Party shall disclose (or permit or cause its employees, agents or representatives to disclose), Confidential Information disclosed to it (including information disclosed during audit) by the other Party, to any other person, without the prior written consent of the other Party to whom the duty of confidentiality is owed, Except That either Party may disclose any such Confidential Information: (a) if and to the extent required by Law or for the purpose of any judicial proceedings; (b) if and to the extent required by regulatory or governmental body to which that party is subject, only to the extent that such requirement has the force of law; (c) to its professional advisers (which shall include in the case of BCCI-IPL IMG), auditors and bankers, and its (or its Affiliates') employees, agents or representatives; (d) if and to the extent the information is or has come into the public domain through no fault of that Party; and (e) if and to the extent the other Party has given prior written consent to the disclosure.

- 2.3. The restrictions contained in 2.2 shall continue to apply after the expiry or termination of the Final Agreement without limit in time. For the avoidance of doubt, neither Party shall make or authorise any announcement concerning this Agreement save as separately and expressly agreed in writing by the other Party or as otherwise required by Law. Either party shall be entitled to any and all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality
- 2.4. At expiry of this MOU or the Final Agreement or on earlier termination, each Party shall return to the other Party or destroy (at the other Party's election) Confidential Information disclosed to it by such other Party.
- 2.5. BCCI-IPL undertakes that it will not authorise any third party to call its website the "Official Website of the IPL" or similar official website designation or grant to any third party the right to exploit in a website the exclusive IPL content granted to LIVE CURRENT MEDIA as listed at Schedule 1 hereto. BCCI-IPL also undertakes that it will not itself exploit in a website the IPL content granted to LIVE CURRENT MEDIA as listed at Schedule 1 hereto. The spirit of the agreement being that there will be one official, comprehensive IPL Website and that it will be developed, operated, maintained and promoted by LIVE CURRENT MEDIA.
- 2.6. BCCI-IPL undertakes that it will not promote, market, advertise or endorse any similar or competitive websites or websites devoted to cricket coverage.

3. CONTENT AND SUPPORT FROM BCCI-IPL

There are two key areas of the IPL Website and the Cricket.com Portal where BCCI-IPL will actively provide support to Live Current Media:

3.1. Promotion, Advertising and Marketing Support

For the purposes of Section 3.1, the "URL of The IPL Website" shall mean either (this clause holds across each of the communications vehicles referenced below):

- 1. The IPL/DLF logo and the URL of The IPL Website with a "powered by cricket.com" tag line (see first season home page as a reference) or,
- 2. The IPL/DLF logo and the URL of The IPL Website 67% of the time and the cricket.com logo 33% of the time

The determination of whether definition 1 or 2 is used (by communication vehicle) is at the discretion of BCCI-IPL.

For the inaugural season, BCCI-IPL may define the URL of the IPL Website as the IPL/DLF logo, the IPL/DLF logo with a "powered by cricket.com" tag line or the cricket.com logo.

- i) BCCI-IPL acknowledges and recognises that LIVE CURRENT MEDIA will be the designer, developer, promoter and operator of the IPL Website. Further, BCCI-IPL acknowledges and recognises that LIVE CURRENT MEDIA will consequently have the right to publicise the IPL Website and use BCCI-IPL's name in connection with the same. BCCI-IPL shall itself, and shall procure that its franchisees, sponsors and other partners also publicise/promote the IPL Website, including by way of links from their respective sites to the IPL Website .
- ii) BCCI-IPL will participate in a reasonable number of press conferences, PR launches and other promotional mechanisms to jointly launch and promote throughout the

Term the IPL Website both in India and globally. The times and locations of such mechanisms shall be agreed by the Parties acting reasonably and in good faith. At a minimum the COO of the IPL will be available at least 8 times during the year for press conferences or to be quoted in press releases.

- iii) BCCI-IPL will use its reasonable endeavours to display the URL of the IPL Website on all Indian Premier League press releases, official announcements and all other official correspondence, in all relevant formats, including digital and print. In any case such reasonable endeavours will constitute in excess of 80% of such communications.
- iv) BCCI-IPL will insert (wherever reasonably practicable but not less than 80% of the time) the URL of the IPL Website in the world feed of IPL matches and shall require its Broadcast Partners not to remove the same from their transmissions of the matches, it being acknowledged that such insertion shall at all times be subject to local broadcasting laws and regulations. "Broadcast Partners" means the entities to which BCCI-IPL has licensed or may license from time to time the exclusive right to exhibit, transmit or otherwise make available audio and audio-visual coverage of IPL matches (including interviews, awards and ceremonies around the matches) and player auctions via all media (subject to limited retained rights) it being acknowledged that at the time of this MOU Sony and World Sport Group are the Broadcast Partners, but that this is subject to change from time to time, and that the term "Broadcast Partners" shall also include the entities to which such Broadcast Partners sub-license some or all of the rights.
- v) BCCI-IPL will set aside a portion of the ticker space on the world feed of IPL matches to promote the IPL Website and URL or contests that are being housed on the IPL Website. At a minimum such material will be shown 4 times per over.
- vi) BCCI-IPL will endeavour to include the URL of the IPL Website in all Print and Billboard Advertisements and will at a minimum include the URL in at least 80% of such communications.
- vii) BCCI-IPL will endeavour to include the URL of The IPL Website in all television advertisements that BCCI-IPL purchases and/or runs in ad-breaks and other television advertising communications purchased by BCCI-IPL and will at a minimum include the URL in at least 80% of such communications.
- viii) BCCI-IPL will use its reasonable endeavours to display the URL of the IPL Website during all live and press covered events, including but not limited to press conferences, award ceremonies, player auctions and cricket matches in a manner to be determined by BCCI-IPL (acting reasonably).
- ix) BCCI-IPL agrees that up to 50% of the total screen space available on the IPL Website may be used for advertisements and sponsor promotions.
- x) Representatives of LIVE CURRENT MEDIA will be granted reasonable stadium access to undertake in-stadium promotional and marketing activities on behalf of the IPL Website.
- xi) LIVE CURRENT MEDIA acknowledges and accepts that IPL Sponsors are entitled to:
 - a) To be identified as official sponsors on the IPL Website, subject to the terms of clause 1.14(xii) above, the location and manner of this mention will be determined by the Parties (acting reasonably). However, the location or type



of these mentions shall not materially detract from the IPL Website's revenue potential (e.g. the sponsorship mention will not be on "prime" real estate unless determined by LIVE CURRENT MEDIA)

- b) A right of first refusal on sponsorship space on the IPL Website. This sponsorship will be subject to a separate agreement (and separate consideration) between the sponsor and LIVE CURRENT MEDIA. If the IPL Sponsors decline this option, LIVE CURRENT MEDIA reserves the right to seek sponsorship at prevailing market rates from other parties.
 - c) The only sponsorship category exclusivity on the IPL Website will be for the title IPL Sponsor, currently DLF. LIVE CURRENT MEDIA will not sell to competitors of DLF (as defined in the DLF sponsorship agreement). This right is available to DLF on a first and Matching Right basis.
- xii) BCCI-IPL grants to LIVE CURRENT MEDIA the right to prominent signage at the stadia where Indian Premier League matches are played to promote the IPL Website (the specific location of such signage to be determined by BCCI-IPL acting reasonably).
- xiii) LIVE CURRENT MEDIA agrees that:
- (a) inadvertent or accidental failure to include the URL of the IPL Website shall be disregarded for the purposes of calculating the percentage appearance of such URL under clauses 3.1(iii), (iv), (vi) and (vii), and shall not be amount to breach, and
 - (b) breach of clauses 3.1(iii), (iv), (vi) and (vii) shall not justify termination of this MOU or the Final Agreement.
- xiv) The total promotion and marketing support of the IPL Website by the BCCI-IPL will be the equivalent of at least US\$1,000,000 p.a. of marketing spend to be allocated as reasonably determined by BCCI-IPL (including without limitation the value of inclusion of the URL in the world feed of the IPL matches). BCCI-IPL will make all reasonable endeavours to meet this spending minimum. If the value is not reached then the shortfall shall be made up in the next year.
- xv) BCCI-IPL shall provide LIVE CURRENT MEDIA with prizes for use in competitions and as prizes in games (e.g. Fantasy League) on the IPL Website. These prizes will include but not be limited to:
- A minimum of 25 tickets to all IPL matches. Such tickets shall be in good locations within the stadium
 - IPL Memorabilia
 - Stadium tours and access

3.2. Rights and Website Content

LIVE CURRENT MEDIA shall be entitled to all online IPL content not currently committed in existing contracts entered into BCCI-IPL contracts, and the content and rights granted to LIVE CURRENT MEDIA shall include without limitation the following:

- i) LIVE CURRENT MEDIA shall have the exclusive right to display and commercially exploit all official IPL still photographic images whose rights are owned and controlled by the BCCI-IPL, including such photographs taken at Indian Premier League events,

subject to the provisions of the press and photography accreditation arrangements, it being acknowledged that BCCI-IPL shall not be required to acquire rights to still photographic images of matches. LIVE CURRENT MEDIA must ensure that such still images may not be refreshed in such a way as to create any form of sequencing that is akin to a moving image or video.

IPL will be responsible for commissioning an "official photographer" (that will be mutually agreed upon by the Parties) for images which will be made available to LIVE CURRENT MEDIA in accordance with this clause 3.2(i) with the costs of such official photographers to be shared by BCCI-IPL and LIVE CURRENT MEDIA on a 50/50 basis.

Commercial exploitation of official still IPL photographic images shall be subject to the entity licensing and exploiting such images obtaining all necessary endorsement clearances from individuals featured in such photographic images.

- ii) LIVE CURRENT MEDIA shall have the non-exclusive right to sell "Official" IPL merchandise on the IPL Website, either directly or via a link to other official IPL merchandise outlets, it being acknowledged that the price of merchandise shall be set by BCCI-IPL. BCCI-IPL shall make available to LIVE CURRENT MEDIA exclusive limited edition IPL merchandise (the exact merchandise to be jointly agreed by the Parties), and reasonable and regular access to signed merchandise, memorabilia and souvenirs (eg. match balls, wickets, etc), in each case for sale or use in competitions on the IPL Website.
- iii) BCCI-IPL shall grant LIVE CURRENT MEDIA the exclusive right (subject only to the IPL Broadcast Partner rights) to make available the following content on the IPL Website on the Internet only:
 - a) An official live video and/or audio scorecard in relation to each match of the IPL (which may incorporate "Clips"), it being acknowledged that there may be other websites that carry scorecards; and
 - b) "Highlights" of each IPL match.

For the purposes of 3.2(iii)(a) above "Clips" shall mean a reasonable number of excerpts of footage of Matches of no more than 30 seconds per excerpt (which shall be accessed by a click or other appropriate access mechanism) which may be made available by LIVE CURRENT MEDIA on a delayed basis no sooner than 5 minutes after the action in the relevant Clip has taken place

For the purposes of 3.2(iii)(a) "Highlights" shall mean edited excerpts of footage of not more than 52 minutes in duration per IPL match and which shall not be made available until 1 hour after each innings of a match. From 72 hours after each match, such Highlights programming under 3.2(iii)(b) may be longer than 52 minutes in duration per Match from 72 hours after the end of the relevant Match.

For the avoidance of doubt, the only other parties that will have access to IPL "Clips" and "Highlights" shall be the IPL Broadcast partners.

- iv) LIVE CURRENT MEDIA shall have the exclusive right to exploit (including use and distribution) the audio-visual archive of IPL matches on the Internet from 72 hours after the end of the relevant IPL match.
- v) In relation to the content at 3.2(iii) and 3.2(iv), BCCI-IPL shall make available the world feed to LIVE CURRENT MEDIA at the venue of each IPL match, and LIVE CURRENT MEDIA shall be entitled to edit the same to create the Clips and Highlights detailed in 3.2(iii) and (iv) above.

- vi) LIVE CURRENT MEDIA shall have Exclusive internet rights to raw camera footage of IPL Matches not used in the World Feed, which LIVE CURRENT MEDIA may exploit on as follows:
- a) Within 72 hours of each Match
 - 1. 52 minutes on one hour delay
 - 2. Reasonable number of 30sec clips on a 5 minute delay
 - b) Post 72 hours after each Match: no restrictions on length of footage
- vii) From 72 hours after each Match, LIVE CURRENT MEDIA shall have the Exclusive right to license to third parties Internet rights to archive IPL Match footage in a "clean format" that is owned and controlled by the BCCI-IPL, by way of clips and other exploitation. "Clean format" means that the video will not contain the IPL logo. Broadcast Partners shall have the right to commercially exploit archive IPL footage but it shall always have the IPL logo visible in the video. LIVE CURRENT MEDIA shall obtain BCCI-IPL clearance for each proposed exploitation of these rights, it being acknowledged that LIVE CURRENT MEDIA shall not license television broadcast competitors of the Broadcast Partners until 72 hours after the end of the IPL season in which the relevant Match took place.
- viii) LIVE CURRENT MEDIA shall have the exclusive right to produce and retail DVD titles incorporating the IPL Matches and the IPL Player Auctions on behalf of IPL, each such DVD title to be subject to IPL approval, not to be unreasonably withheld
- ix) LIVE CURRENT MEDIA shall have the exclusive right and license to operate official on-line fantasy leagues of IPL
- x) BCCI shall ensure that all official announcements of BCCI-IPL are promptly notified to LIVE CURRENT MEDIA to enable the same to be included on the IPL Website
- xi) The IPL Website shall be the exclusive point of sign-up and distribution of the IPL newsletter
- xii) BCCI-IPL shall provide LIVE CURRENT MEDIA with preferential access such historic and on-going player, team, match and tournament statistics as LIVE CURRENT MEDIA reasonably requires in a suitable format to be agreed by the Parties
- xiii) BCCI-IPL shall provide LIVE CURRENT MEDIA with exclusive and direct access to live scoring feeds from all matches if it does the same. If not, Live Current Media will have the exclusive access to the venue to do the same. This is further clarified that it applies to Cricket only sites.
- xiv) BCCI-IPL shall use reasonable endeavours (including making reasonable requests to players under the terms of the player contracts) to provide access to coaches, owners, officials and BCCI-IPL players for interviews, blogs, profiles, fan meet and greet sessions, participation in Fantasy Leagues and other content, subject to applicable ICC, BCCI-IPL and other regulations. LIVE CURRENT MEDIA shall have the right to request specific players but it acknowledges and accets that BCCI-IPL can not guarantee participation by specific players at specific times. However, BCCI-IPL commits that, in aggregate, LIVE CURRENT MEDIA will receive active player participation (including from captains) in the IPL Website.

It is agreed that audio-visual or audio-visual coverage of interviews conducted with players during intervals in matches or as part of ceremonies, presentations or other

events immediately before or after such matches may not be made available on the IPL Website until 72 hours after the relevant match.

- xv) Rights over the sale of tickets online will be determined in the Final Agreement.
- xvi) BCCI-IPL shall grant LIVE CURRENT MEDIA the right to make available selected this content on the IPL Website and the Cricket.com Portal or any other of its Cricket portals.
- xvii) LIVE CURRENT MEDIA shall be entitled to sub-licence the rights set out in this clause 3.2, subject to obtaining IPL's prior written approval for such proposed sub-licence. LIVE CURRENT MEDIA shall not sell any of the IPL content set out above to brand category competitors of IPL Sponsors without obtaining the prior written approval of BCCI-IPL
- xviii) Live Current Media will have the right to make special shows, clips and highlights for IPL games.

4. OTHER CONSIDERATIONS

4.1 BCCI-IPL grants to LIVE CURRENT MEDIA a non-exclusive, royalty-free, worldwide licence during the Term to use the names and logos of IPL, BCCI, the franchisees, official IPL commercial partners (including without limitation those of the IPL title sponsor and other official sponsors) in the form(s) provided to LIVE CURRENT MEDIA by BCCI-IPL on the IPL Website and within any advertising or promotions for the same. LIVE CURRENT MEDIA agrees to comply with such reasonable guidelines as are provided to it in writing by BCCI-IPL from time to time in relation to the use of such names and logos.

4.2 LIVE CURRENT MEDIA will assign to BCCI-IPL on creation:

- (i) all intellectual property rights (including but not limited to all copyright) in the design, look, feel, format and all content of the IPL Website and BCCI-IPL will grant LIVE CURRENT MEDIA a licence to use such rights during the Term;
- (ii) all rights to any domain names registered by LIVE CURRENT MEDIA in connection with the IPL Website and this MOU/the Final Agreement; and
- (iii) all rights to customer data of customers signing up through the IPL Website, and BCCI-IPL shall grant LIVE CURRENT MEDIA a licence to use such data to promote the IPL Website with authorisation from BCCI-IPL and the relevant customer (and subject to any applicable data protection laws and regulations). It is acknowledged that 1.9(ii)(a) will apply if the Term of this MOU/the Final Agreement is not renewed, and LIVE CURRENT MEDIA shall own the rights to customer data of customers signing up through the Cricket.com Portal.

4.2 BCCI-IPL acknowledges and agrees that all intellectual property rights (including but not limited to all copyright) in the Cricket.com Portal (except for content that is included on the Cricket.com Portal that is owned by BCCI-IPL or content taken from the IPL Website) shall vest, and remain vested, in LIVE CURRENT MEDIA. Furthermore, all rights to the domain names registered by LIVE CURRENT MEDIA in relation to the Cricket.com Portal shall vest, and remain vested in, LIVE CURRENT MEDIA unless they relate to IPL or the BCCI.

4.3 BCCI-IPL shall warrant that BCCI-IPL content that it provides to LIVE CURRENT MEDIA under this MOU and the Final Agreement shall not infringe the rights of any third party in the form in which it is made available to LIVE CURRENT MEDIA.

- 4.4 LIVE CURRENT MEDIA acknowledges and agrees that BCCI-IPL has granted its official sponsors, suppliers, franchisees and Broadcast Partners the right to exploit on their respective websites certain of the content to be provided to LIVE CURRENT MEDIA under this MOU and shall be entitled to grant to official sponsors, suppliers, franchisees and Broadcast Partners appointed in the future the right to exploit the same content on their respective websites.
- 4.5 Except for the content and means of exploitation set out at 3.2(iii) above LIVE CURRENT MEDIA acknowledges and accepts that it shall not be entitled without the further agreement of BCCI-IPL to make available on the IPL Website any audio or audio-visual coverage of the IPL player auctions, matches and ceremonies and presentations around those matches until 72 hours after the same, and that if it does so BCCI-IPL may be in breach of its contracts with its Broadcast Partners. Without limitation to the generality of the above, LIVE CURRENT MEDIA acknowledges and agrees that the IPL Website shall not contain any live or as live continuous audio and/or audio-visual coverage of any IPL match, unless LIVE CURRENT MEDIA is authorized to make available such coverage pursuant to a contract with a Broadcast Partner. BCCI-IPL shall use its reasonable endeavours to make available to LIVE CURRENT MEDIA additional audio and/or audio-visual content for inclusion on the IPL Website from time to time (as agreed by BCCI-IPL).
- 4.6 Without prejudice to the generality of the risk and cost being assumed by LIVE CURRENT MEDIA hereunder, LIVE CURRENT MEDIA shall ensure that the IPL Website (and in particular any message boards or social networking platforms therein) shall contain nothing defamatory of the game of cricket, the ICC, BCCI, IPL, IPL Sponsors or IPL Franchisees or any players, coaches or other participants in the IPL. Where LIVE CURRENT MEDIA becomes aware of any such content being included on the IPL Website it shall remove the same as soon as reasonably practicable.
- 4.7 If BCCI-IPL and/or Live Current Media becomes aware of any unauthorised exploitation by a third party of any of the rights granted to LIVE CURRENT MEDIA hereunder, or the infringement by a third party of the exclusivity granted to LIVE CURRENT MEDIA hereunder, the Parties shall jointly and promptly take such action as is necessary to end the same.
- 4.8 For lack of confusion, the MOU and Final Agreement will cover both the currently envisioned annual IPL season as well as any future incarnations of the Indian Premier League (e.g. a fall schedule). LIVE CURRENT MEDIA shall receive all rights, website content, advertising support, marketing support and promotional support detailed in the MOU and Final Agreement without any additional costs or Minimum Annual Fee commitments.



5. **FINAL AGREEMENT**

- 5.1. When signed by both Parties, this MOU is a legally binding agreement between the Parties with further terms and conditions to be negotiated and included in the Final Agreement.
- 5.2. The Final Agreement between the Parties shall be drafted and signed off to reflect the terms agreed in this MOU. BCCI-IPL and LIVE CURRENT MEDIA have agreed to go ahead with the press announcement that will be jointly approved by BCCI-IPL and LIVE CURRENT MEDIA before April 30th, 2008 to announce the launch of the IPL Website.
- 5.3. To facilitate the support and co-operation by BCCI-IPL, BCCI-IPL hereby nominates Mr Sundar Raman COO IPL, as the focal contact point for interaction with LIVE CURRENT MEDIA for the purposes of this MOU.
- 5.4. LIVE CURRENT MEDIA shall be responsible for ensuring the compliance of the IPL Website and the Cricket.com Portal with all applicable laws and regulations.
- 5.5. LIVE CURRENT MEDIA shall not be entitled to assign, sub-contract, or otherwise transfer any of its obligations under this MOU or the Final Agreement without the prior written consent of BCCI-IPL, and BCCI-IPL reserves the right to terminate the Final Agreement if LIVE CURRENT MEDIA ceases to carry on business.
- 5.6. This MOU (and the Parties agree that the subsequent Final Agreement) shall be governed by and construed in accordance with the substantive laws of India. Any dispute arising out of or in relation to this MOU (or the Final Agreement) involving the interpretation or implementation of the clauses of this MOU (or the Final Agreement), or the breach, termination or validity thereof, shall be resolved in accordance with the procedures specified in this clause which shall be the sole and exclusive procedure for the resolution of any and all such disputes before seeking recourse to Arbitration.
- 5.7. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU (or the Final Agreement) promptly by good faith negotiations for a period of twenty-one (21) days from date of issuance of written notice that a dispute has arisen.
- 5.8. Any dispute which has not been resolved as provided herein within 21 days of the initiation of such procedure, shall be settled exclusively by arbitration in Mumbai India, in accordance with ARBITRATION AND CONCILIATION ACT, 1996. The arbitration tribunal shall consist of 3 arbitrators, with each party designating one arbitrator and the said chosen arbitrators designating the third arbitrator. The place of arbitration in India shall be Chennai and the language of arbitration shall be English. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration.
- 5.9. The Parties hereby agree any award of the tribunal shall be enforced in any court of competent jurisdiction in Mumbai.
- 5.10. This MOU shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.



IN WITNESS WHEREOF, this MOU has been entered into on the date stated at the beginning by the Parties.



SIGNED AND DELIVERED)
by the within named LIVE CURRENT MEDIA Inc)
by the hand of its authorised signatory)

Mr. Geoff Hampson

in the presence of [Mr./Ms.] [])



SIGNED AND DELIVERED)
by the within named BCCI-IPL)
Board of Control for Cricket in India)
by the hand of its authorised signatory)

Mr. Lalit Modi

in the presence of [Mr./Ms.] [])

IN WITNESS



[SUNDAR RAJAN]



[MARK MELVILLE]

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SCHEDULE 1

Content items included in the IPL Website

LIVE CURRENT MEDIA and BCCI-IPL have agreed that the IPL Website may include the following items of content, and that (as applicable) the BCCI-IPL will support the IPL Website by providing access to the necessary content sources that BCCI-IPL owns and/or controls and/or licensing such content that BCCI-IPL owns and/or controls to LIVE CURRENT MEDIA (at no additional cost) subject to the terms of the MOU:

- i) News and happenings
- ii) Clips and highlights
- iii) Interviews, audio-visual content relating to players, clubs, matches and tournaments other than match-play
- iv) Club profiles
- v) Player profiles
- vi) Match and tournament schedules
- vii) Statistics: player, team, match and tournament
- viii) Ticketing (exact format TBD)
- ix) Blogs
- x) Newsletters (email subscription)
- xi) Contests
- xii) Polls
- xiii) Games
- xiv) Live scoreboard and text commentary
- xv) Match results
- xvi) Match reports
- xvii) Fantasy League game
- xviii) Online Store
- xix) Message boards
- xx) Comprehensive Social Networking Platform including member profiles, tickers, etc. It should be noted that while some/all of the functionality will reside on the IPL Website some may reside on popular social networks (e.g. Okrut, Facebook, ect.)



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SCHEDULE 2

Minimum Annual Fee Payment Schedule

Payment Due Date	Payment Amount (\$US)
October 1, 2008	\$375,000
January 1, 2009	\$375,000
April 1, 2009	\$375,000
July 1, 2009	\$375,000
October 1, 2009	\$500,000
January 1, 2010	\$500,000
April 1, 2010	\$500,000
July 1, 2010	\$500,000
October 1, 2010	\$500,000
January 1, 2011	\$500,000
April 1, 2011	\$500,000
July 1, 2011	\$500,000
October 1, 2011	\$1,000,000
January 1, 2012	\$1,000,000
October 1, 2012	\$1,000,000
January 1, 2013	\$1,000,000
October 1, 2013	\$1,000,000
January 1, 2014	\$1,000,000
October 1, 2014	\$1,000,000
January 1, 2015	\$1,000,000
October 1, 2015	\$1,000,000
January 1, 2016	\$1,000,000
October 1, 2016	\$1,000,000
January 1, 2017	\$1,000,000
October 1, 2017	\$1,250,000
January 1, 2018	\$1,250,000



Memorandum of Understanding

BETWEEN

LIVE CURRENT MEDIA INC.

AND

BOARD OF CONTROL FOR CRICKET IN INDIA

FOR

DEVELOPMENT AND LAUNCH OF WEB PORTAL & RIGHTS THEREIN

CSA *[Signature]*

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This legally binding Memorandum of Understanding ("MOU") is entered into on this 16th day of April 2008.

BETWEEN

- (1) **LIVE CURRENT MEDIA Inc., having its principal office at Suite 645, 375 Water St., Vancouver, BC, CANADA, V6C 5B6** (hereinafter referred to as "Live Current Media", which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns) of the FIRST PART;

AND

- (2) **BOARD OF CONTROL FOR CRICKET IN INDIA**, a society registered under the Tamil Nadu Societies Registration Act, 1860, having its principal office at Brabourne Stadium, (North Stand), Veer Nariman Road, Churchgate, Mumbai 400020 (hereinafter referred to as "BCCI"), which expression shall, unless repugnant to the context thereof, mean and include its successors and permitted assigns) of the LAST PART.

WHEREAS

- A. BCCI is desirous of promoting the game of cricket across India and other parts of the globe and wishes to operate and maintain an official website for BCCI.
- B. LIVE CURRENT MEDIA has approached BCCI and expressed its willingness to fulfil the aforesaid desires of BCCI of promotion of cricket by building and operating "The BCCI Website" at its sole risk, costs and consequences.
- C. BCCI has agreed to authorise LIVE CURRENT MEDIA to , design, build, operate, maintain and promote the BCCI Website as the official website of BCCI and the sole website sanctioned as such by BCCI (hereinafter referred to as "The BCCI Website").
- D. BCCI has agreed to support LIVE CURRENT MEDIA in operating The BCCI Website in the manner provided in this MOU.

BCCI and LIVE CURRENT MEDIA are individually referred to as the "Party" and collectively referred to as the "Parties".

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. TERMS OF UNDERSTANDING

- 1.1. LIVE CURRENT MEDIA undertakes to design, build, operate, host and maintain the BCCI Website in accordance with highest industry standards, using its experience in developing engaging commercially successful web properties, as well as its cutting-edge knowledge of emerging Internet technologies and to promote the BCCI Website, all at its sole risk as to costs and consequences in the manner provided in this MOU and the Final Agreement to be entered into between LIVE CURRENT MEDIA and BCCI as provided in Clause 5 of this MOU. Each Party will bare the risks for the content and materials that they provide to "The BCCI Website" on the terms set out in this MOU.
- 1.2. LIVE CURRENT MEDIA will provide hosting services in respect of the BCCI Website in accordance with a service level agreement, which shall contain, inter alia, minimum levels of technical support and site availability, such service level agreement to be agreed between the Parties and included in the Final Agreement.

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1.3. LIVE CURRENT MEDIA will further:

- i) maintain the BCCI Website;
- ii) develop and enhance the BCCI Website on an ongoing basis and the Parties shall cooperate throughout the Term in connection with the same;
- iii) manage and coordinate the technical integration of all Internet based applications and opportunities that are to be included within the BCCI Website during the Term

each in accordance with the core services to be set out in full in the Final Agreement.

1.4. BCCI will facilitate and provide support to LIVE CURRENT MEDIA in building, operating, maintaining and promoting the BCCI Website as outlined in Clause 3 of this MOU and as otherwise may reasonably be requested by LIVE CURRENT MEDIA from time to time.

1.5. LIVE CURRENT MEDIA will construct a web portal at CRICKET.COM (the "CRICKET.COM Portal") as 'the gateway to Indian Cricket', providing an integrated user experience between it, the BCCI Website and the IPL Website. This does not mean that non-Indian cricket content will not be placed on the CRICKET.COM Portal.

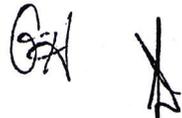
1.6. LIVE CURRENT MEDIA shall ensure that there will always be a substantive link to the BCCI Website on the front page of the Live Current Media's Cricket.com website

1.7. The BCCI Website will be "powered by cricket.com" and this will be prominently displayed on the home page of the BCCI Website. There will always be a substantive link to the Cricket.com Portal on the home page of The BCCI Website.

1.8. BCCI shall:

- i) appoint LIVE CURRENT MEDIA to design, build, host, operate, maintain and promote the BCCI Website;
- ii) grant LIVE CURRENT MEDIA the exclusive right to designate the BCCI Website as the "Official Website of BCCI" or such other "official" designation as may be agreed between the Parties from time to time;
- iii) grant to LIVE CURRENT MEDIA(a) the right to use BCCI content on the BCCI Website (on an exclusive or non-exclusive basis as specified herein) and (b) the licence set out in Clause 4.1 of this MOU; and
- iv) promote the BCCI Website and the Cricket.com Portal and provide LIVE CURRENT MEDIA with the assistance set out herein

In each case for a period commencing on execution of the Final Agreement and ending on 31 December 2018 (the "Term")



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1.9. The Parties agree that the renewal of the Final Agreement for a further term of 10 years ("Renewal"), will be mutually agreed upon by the Parties with discussions starting at least 180 days prior to the end of the Term and subject to the following conditions:

- i) LIVE CURRENT MEDIA shall have the right of first and last refusal over the Renewal to work as follows:
 - a) LIVE CURRENT MEDIA shall have the option to bid on the Renewal, which bid must be irrevocable.
 - b) If Live current Media bid is not accepted, BCCI shall have the right to solicit bids from other potential partners.
 - c) Before BCCI accepts any third party bid for the Renewal, LIVE CURRENT MEDIA will have the right to match such third-party bid and shall be granted the Renewal if it matches such bid.
 - d) Throughout this process, BCCI shall not reveal any information about the LIVE CURRENT MEDIA bid in anyway whatsoever
- ii) If the Parties do not agree on a Renewal for Live Current Media then the following will occur:
 - a) LIVE CURRENT MEDIA will take ownership over the entire customer database as built up on the BCCI Website over the TERM of the agreement
 - b) BCCI shall pay LIVE CURRENT MEDIA 1.5 times the content production costs for the BCCI Website that LIVE CURRENT MEDIA incurred during the original Term of the Final Agreement (as specified in the financial statements and agreed by the Parties)
 - c) There will be a 12 month transition period to the third party provider to ensure the BCCI Website continues to function, with Live Current Media offering all reasonable cooperation during this transition period to BCCI and such third party provider. BCCI shall pay all pre-agreed costs incurred by LIVE CURRENT MEDIA during this transition period
 - d) LIVE CURRENT MEDIA will retain a non-exclusive right to make available on the Internet the video and photo archives of the BCCI matches that occurred during the Term, subject to the parties agreeing a term and a fair price for the grant of these non-exclusive rights.

1.10. In consideration of the appointment of LIVE CURRENT MEDIA and the rights granted to LIVE CURRENT MEDIA under this MOU and the Final Agreement, LIVE CURRENT MEDIA will pay BCCI a fee amounting to 50% of all Revenues (as defined below) generated from the BCCI Website per annum. Provided however, LIVE CURRENT MEDIA shall ensure that the minimum fee paid to BCCI for each year of the BCCI Website shall be as set out in the table below (each a "Minimum Annual Fee"). To avoid any confusion, the payment made will be the greater of (i) the Minimum Annual Fee (as set out below) and (ii) 50% of the Revenues for that year ("Fee").

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	Minimum Annual Fee to BCCI (\$ 000s)	
Year 1 (2008)	US\$	2,500
Year 2 (2009)	US\$	3,000
Year 3 (2010)	US\$	3,000
Year 4 (2011)	US\$	3,000
Year 5 (2012)	US\$	3,000
Year 6 (2013)	US\$	3,000
Year 7 (2014)	US\$	3,000
Year 8 (2015)	US\$	3,000
Year 9 (2016)	US\$	3,000
Year 10 (2017)	US\$	3,500
Total	US\$	30,000

For the purposes of this MOU:

“Revenues” shall include all revenues generated from the BCCI Website and from any BCCI content, including Merchandise Revenues (as defined below) but excluding for the avoidance of doubt revenues generated from BCCI match ticket sales even where the website selling tickets is accessed via a link on the BCCI Website, which revenues accrue exclusively to BCCI and its official ticket partners. LIVE CURRENT MEDIA may however negotiate an affiliate deal with the official ticket partners, which shall be the subject of a separate agreement.

“Merchandise Revenues” shall mean the revenues generated from sales of merchandise directly from the BCCI Website calculated as follows:

Retail price (excluding cost of delivery and any applicable taxes) minus wholesale price = Merchandise Revenue.

- 1.11. In consideration of the rights granted to LIVE CURRENT MEDIA under this MOU and the Final Agreement, LIVE CURRENT MEDIA will pay BCCI a fee amounting to 5% of all Revenues (as defined above) generated from Live Current Media’s Cricket.com website (or any replacement thereof) per annum. (Note: This 5% is the same 5% referenced in the IPL MOU and is not additive)
- 1.12. All amounts due under this MOU and the Final Agreement (including without limitation the Minimum Annual Fee and any Additional Fees) must be paid by LIVE CURRENT MEDIA free and clear of, and without, deductions based on any currency control restrictions, import duties, or any sales, use, value added or other taxes or withholdings of any nature whatsoever. If LIVE CURRENT MEDIA is required to make any deduction or withholding in respect of any taxes, imposts, duties or other such charges in respect of any payment due under the Final Agreement, LIVE CURRENT MEDIA shall gross up the relevant amount to ensure that BCCI receives by the relevant payment date the full cash amount that it would otherwise have been entitled to receive had no such deduction or withholding been made.
- 1.13. LIVE CURRENT MEDIA shall have the option to prepay some or all of the Minimum Annual Fees at anytime during the Term of the agreement. The amount to be prepaid will be calculated using an annual discount rate of 12.5%. Prepayment will have the following impacts:
 - i) The required Bank Guarantee as set out in 1.14 will be reduced by the proportion of the Minimum Annual Fee that has been prepaid. So for example if 100% of the Minimum Annual Fees are prepaid then the Bank Guarantee requirement goes away. If 50% of the Minimum Annual Fees are prepaid then the required amount of the Bank Guarantee shall be reduced by 50%

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- ii) The revenue share as set out in 1.10 will remain however LIVE CURRENT MEDIA will receive credit for the Minimum Annual Fee repayment. So for example if LIVE CURRENT MEDIA prepays all of the Minimum Annual Fee and the Minimum Annual Fee was due to be \$3 million in the year then the revenue share will commence after \$6 million in revenues and shall be 50/50 at that point. If for example LIVE CURRENT MEDIA had prepayed 50% of the Minimum Annual Fees and the Minimum Annual Fee was due to be \$2 million in the year then the first \$1 million would be paid to BCCI, the next \$3 million would go to LIVE CURRENT MEDIA and then the revenue share shall commence at the 50/50 level for all incremental revenues.

1.14. It shall be a condition of this MOU and the Final Agreement that, for the purpose of securing Live Current Media's obligation to pay the Minimum Annual Fee, LIVE CURRENT MEDIA shall deliver to BCCI an irrevocable and unconditional Bank Guarantee (in a format and from a bank agreed with BCCI) on a rolling basis to guarantee the Minimum Annual Fee for one year on an on-going basis in respect of the season and by the due dates set out below:

- i) Bank Guarantee for Year 1 in the amount of [the aggregate total Minimum Annual Fees for Year 1] within 7 days of execution of the Final Agreement and the Bank Guarantees for subsequent year's Minimum Annual Fees shall be delivered to BCCI by no later than 31 December of the year preceding the year covered by the guarantee (so the Bank Guarantee for Year 2 (2009 season) shall be delivered by no later than 31 December 2008.
- ii) For the avoidance of doubt, it shall be Live Current Media's responsibility to ensure that at any given time in the Term there is a valid, effective and binding Bank Guarantee in place guaranteeing one year of the Minimum Annual Fee.

1.15. Listed below are the key deliverables:

- i) The Parties will set up a joint committee ("**Facilitation Committee**"), which will comprise of such number of LIVE CURRENT MEDIA representatives and BCCI representatives as may be agreed upon by the Parties. The Facilitation Committee will be chaired by a nominee of the BCCI or such other person as agreed between the Parties. It is agreed that the chair of the Facilitation Committee shall not have a casting vote on any issue.
- ii) The payment schedule set out in clause 1.10 and detailed in Schedule 2 may be subject to review by the Facilitation Committee from time to time, but it is accepted that the payment schedule may only be varied with the written agreement of both Parties.
- iii) All costs and expenses including travel, stay and other incidental and related costs/fees payable in relation to the BCCI Website shall be borne by the party incurring the expenses. Each party shall bear their own respective costs in relation to the drawing up of the MOU and the Final Agreement with respect to the BCCI Website.
- iv) LIVE CURRENT MEDIA shall bear all losses, liabilities, risks, etc. of whatsoever nature that may be suffered in relation to the BCCI Website and the LIVE CURRENT MEDIA Portal, save where such losses, liabilities, risks, etc. (a) relate to content that has been provided to LIVE CURRENT MEDIA by (or on behalf of) BCCI (unless the content is altered or amended by LIVE CURRENT MEDIA or used by LIVE CURRENT MEDIA other than for the purpose it was provided) or (b) are otherwise attributable to any breach

by BCCI of this MOU) or (b) are otherwise attributable to any act or omission of BCCI. BCCI shall not in any manner be liable, subject to or held responsible for, and LIVE CURRENT MEDIA shall indemnify BCCI against, any costs, expenses, losses, liabilities, risks, suffered by BCCI in relation to content contained on the BCCI Website, except for content that has been provided by (or on behalf of) BCCI for use on the same (unless the content is altered or amended by LIVE CURRENT MEDIA or used by LIVE CURRENT MEDIA other than for the purpose it was provided) and/or in the event of gross misconduct or otherwise due to any breach of this MOU by BCCI.

v) BCCI shall bear all losses, liabilities, risks, etc. of whatsoever nature that may be suffered in relation to content provided by it or on its behalf to LIVE CURRENT MEDIA for use on the BCCI Website unless the content is altered or amended by LIVE CURRENT MEDIA or used by LIVE CURRENT MEDIA other than for the purpose it was provided. LIVE CURRENT MEDIA shall not in any manner be liable, subject to or held responsible for, and BCCI shall indemnify LIVE CURRENT MEDIA against, any costs, expenses, losses, liabilities, risks, suffered by LIVE CURRENT MEDIA in relation to content contained on the BCCI Website that has been provided to LIVE CURRENT MEDIA by (or on behalf of) BCCI (unless the content is altered or amended by LIVE CURRENT MEDIA or used by LIVE CURRENT MEDIA other than for the purpose it was provided).

vi) LIVE CURRENT MEDIA shall submit annual statements of the income, expenditure and the Bank Account relating to the BCCI Website and (as applicable) the income of the LIVE CURRENT MEDIA Cricket.com Portal arising from BCCI content to the Facilitation Committee by no later than 31 January for the preceding Year of the Term and the books of accounts shall not be finalized without the same being audited by independent auditors appointed jointly by BCCI and Live Current Media, at Live Current Media's cost if any. All such books of accounts shall be safely maintained by LIVE CURRENT MEDIA for 6 years after expiry or earlier termination of this MOU or the Final Agreement, whichever is later.

vii) LIVE CURRENT MEDIA shall provide BCCI with regular reports on the building of the BCCI Website, and in any event not less than twice per annum. BCCI may, at its discretion, review the progress and plans on the BCCI Website rollout and it is agreed that the BCCI Website shall only be launched/promoted/operated after prior written approval of BCCI (not to be unreasonably withheld or delayed).

viii) The following rollout schedule is currently anticipated:

a) BCCI Website – first version launched in August 2008.

ix) It shall be a condition of this MOU and the Final Agreement that LIVE CURRENT MEDIA shall pay BCCI the Fee as follows:

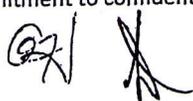
a) For the initial three years, Live Current Media will pay the Minimum Annual Fee on a quarterly basis. For the avoidance of doubt this payment will occur within 30 days of the quarterly timetable. The initial quarterly payment will be due October 1st 2008. After the first three years the Minimum Annual Fee will be paid on a bi-annual basis. Schedule 2 details the payment amounts and timing over the Term of the agreement.

b) LIVE CURRENT MEDIA will make a further payment to BCCI of any additional share of the Revenues that is due to BCCI in excess of the Minimum Annual Fee ("Additional Fee") within 60 days of the acceptance of the annual audited financial statements should there be an adjustment.

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- c) Time shall be of the essence of all payments of the Minimum Annual Fee and any Additional Fee and if LIVE CURRENT MEDIA fails to pay any amount due under this MOU and the Final Agreement by the relevant due date, BCCI shall be entitled but not obliged to charge LIVE CURRENT MEDIA interest on the overdue amount from the due date up to the date of actual payment at the rate of 12.0% per annum
 - x) LIVE CURRENT MEDIA will manage, co-ordinate and execute all aspects of the BCCI Website rollout including funding and cash flow management subject to the provisions of this MOU.
 - xi) LIVE CURRENT MEDIA must obtain the prior written approval of BCCI for the domain name used for the BCCI Website and for every use of the BCCI logo and every use of names and/or logos of any BCCI sponsors, partners or franchises.
 - xii) LIVE CURRENT MEDIA shall provide the editorial content for the BCCI Website and shall ensure that BCCI will have the right, through its representatives on the Facilitation Committee or otherwise, to participate in the editorial process and review the content of the BCCI Website from time to time prior to publication. LIVE CURRENT MEDIA will not include content on the BCCI Website and will remove content from the BCCI Website based on any reasonable requests from BCCI.
 - xiii) LIVE CURRENT MEDIA shall comply with the reasonable instructions of BCCI in relation to the placement of official BCCI commercial partners' names and/or logos (including without limitation those of the BCCI title sponsor and other official sponsors) it being acknowledged by BCCI that such instructions shall not materially detrimentally affect the ability of to maximise revenues generated by advertising and sponsorship on the same.

2. CONFIDENTIALITY & EXCLUSIVITY

- 2.1. The Parties agree that "Confidential Information" shall mean confidential information in whatever form disclosed by one Party to the other pursuant to or in connection with this MOU, and shall include, but not be limited to, the terms and conditions of this MOU and any drafts hereof, the Final Agreement and any drafts thereof, any correspondence relating to this MOU and/or the Final Agreement, concepts, trade-secrets, modules, rollout plans, know-how, techniques, processes, schematics, contracts, financial information, sales and marketing plans.
- 2.2. Neither Party shall disclose (or permit or cause its employees, agents or representatives to disclose), Confidential Information disclosed to it (including information disclosed during audit) by the other Party, to any other person, without the prior written consent of the other Party to whom the duty of confidentiality is owed, Except That either Party may disclose any such Confidential Information: (a) if and to the extent required by Law or for the purpose of any judicial proceedings; (b) if and to the extent required by regulatory or governmental body to which that party is subject, only to the extent that such requirement has the force of law; (c) to its professional advisers (which shall include in the case of BCCI IMG), auditors and bankers, and its (or its Affiliates') employees, agents or representatives; (d) if and to the extent the information is or has come into the public domain through no fault of that Party; and (e) if and to the extent the other Party has given prior written consent to the disclosure.
- 2.3. The restrictions contained in 2.2 shall continue to apply after the expiry or termination of the Final Agreement without limit in time. For the avoidance of doubt, neither Party shall make or authorise any announcement concerning this Agreement save as separately and expressly agreed in writing by the other Party or as otherwise required by Law. Either party shall be entitled to any and all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality



2.4. At expiry of this MOU or the Final Agreement or on earlier termination, each Party shall return to the other Party or destroy (at the other Party's election) Confidential Information disclosed to it by such other Party.

2.5. BCCI undertakes that it will not authorise any third party to call its website the "Official Website of the BCCI" or similar official website designation or grant to any third party the right to exploit in a website the exclusive BCCI content granted to LIVE CURRENT MEDIA as listed at Schedule 1 hereto. BCCI also undertakes that it will not itself exploit in a website the BCCI content granted to LIVE CURRENT MEDIA as listed at Schedule 1 hereto. The spirit of the agreement being that there will be one official, comprehensive BCCI Website and that it will be developed, operated, maintained and promoted by LIVE CURRENT MEDIA.

2.6. BCCI undertakes that it will not promote, market, advertise or endorse any similar or competitive websites or websites devoted to cricket coverage.

3. CONTENT AND SUPPORT FROM BCCI

There are two key areas of the BCCI Website and the Cricket.com Portal where BCCI will actively provide support to Live Current Media:

3.1. Promotion, Advertising and Marketing Support

For the purposes of Section 3.1, the "URL of The BCCI Website" shall mean either (this clause holds across each of the communications vehicles referenced below):

1. The BCCI logo and the URL of The BCCI Website with a "powered by cricket.com" tag line or,
2. The BCCI logo and the URL of The BCCI Website 67% of the time and the cricket.com logo 33% of the time

The determination of whether definition 1 or 2 is used (by communication vehicle) is at the discretion of BCCI.

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- i) BCCI acknowledges and recognises that LIVE CURRENT MEDIA will be the designer, developer, promoter and operator of the BCCI Website. Further, BCCI acknowledges and recognises that LIVE CURRENT MEDIA will consequently have the right to publicise the BCCI Website and use BCCI's name in connection with the same. BCCI shall itself, and shall procure that its franchisees, sponsors and other partners also publicise/promote the BCCI Website, including by way of links from their respective sites to the BCCI Website .
 - ii) BCCI will participate in a reasonable number of press conferences, PR launches and other promotional mechanisms to jointly launch and promote throughout the Term the BCCI Website both in India and globally. The times and locations of such mechanisms shall be agreed by the Parties acting reasonably and in good faith. At a minimum a senior member of BCCI will be available at least 8 times during the year for press conferences or to be quoted in press releases.
 - iii) BCCI will use its reasonable endeavours to display the URL of the BCCI Website on all BCCI press releases, official announcements and all other official correspondence, in all relevant formats, including digital and print. In any case such reasonable endeavours will constitute in excess of 80% of such communications.
 - iv) BCCI will insert (wherever reasonably practicable but not less than 80% of the time) the URL of the BCCI Website in the world feed of BCCI matches and shall require its Broadcast Partners not to remove the same from their transmissions of the matches, it being acknowledged that such insertion shall at all times be subject to local broadcasting laws and regulations. "Broadcast Partners" means the entities to which BCCI has licensed or may license from time to time the exclusive right to exhibit, transmit or otherwise make available audio and audio-visual coverage of BCCI matches (including interviews, awards and ceremonies around the matches) and player auctions via all media (subject to limited retained rights) it being acknowledged that at the time of this MOU Neo Sports is the Broadcast Partner, but that this is subject to change from time to time, and that the term "Broadcast Partners" shall also include the entities to which such Broadcast Partners sub-license some or all of the rights.
 - v) BCCI will set aside a portion of the ticker space on the world feed of BCCI matches to promote the BCCI Website and URL or contests that are being housed on the BCCI Website. At a minimum such material will be shown 4 times per over.
 - vi) BCCI will endeavour to include the URL of the BCCI Website in all Print and Billboard Advertisements and will at a minimum include the URL in at least 80% of such communications.
 - vii) BCCI will endeavour to include the URL of The BCCI Website in all television advertisements that BCCI purchases and/or runs in ad-breaks and other television advertising communications purchased by BCCI and will at a minimum include the URL in at least 80% of such communications.
 - viii) BCCI will use its reasonable endeavours to display the URL of the BCCI Website during all live and press covered events, including but not limited to press conferences, award ceremonies, player auctions and cricket matches in a manner to be determined by BCCI (acting reasonably).
 - ix) BCCI agrees that up to 50% of the total screen space available on the BCCI Website may be used for advertisements and sponsor promotions.

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- x) Representatives of LIVE CURRENT MEDIA will be granted reasonable stadium access to undertake in-stadium promotional and marketing activities on behalf of the BCCI Website.
- xi) LIVE CURRENT MEDIA acknowledges and accepts that BCCI Sponsors are entitled to:
- a) To be identified as official sponsors on the BCCI Website, subject to the terms of clause 1.14(xii) above, the location and manner of this mention will be determined by the Parties (acting reasonably). However, the location or type of these mentions shall not materially detract from the BCCI Website's revenue potential (e.g. the sponsorship mention will not be on "prime" real estate unless determined by LIVE CURRENT MEDIA)
- b) A right of first refusal on sponsorship space on the BCCI Website. This sponsorship will be subject to a separate agreement (and separate consideration) between the sponsor and LIVE CURRENT MEDIA. If the BCCI Sponsors decline this option, LIVE CURRENT MEDIA reserves the right to seek sponsorship at prevailing market rates from other parties.
- xii) BCCI grants to LIVE CURRENT MEDIA the right to prominent signage at the stadia where Indian Premier League matches are played to promote the BCCI Website (the specific location of such signage to be determined by BCCI acting reasonably).
- xiii) LIVE CURRENT MEDIA agrees that:
- (a) inadvertent or accidental failure to include the URL of the BCCI Website shall be disregarded for the purposes of calculating the percentage appearance of such URL under clauses 3.1(iii), (iv), (vi) and (vii), and shall not be amount to breach, and
- (b) breach of clauses 3.1(iii), (iv), (vi) and (vii) shall not justify termination of this MOU or the Final Agreement.
- xiv) The total promotion and marketing support of the BCCI Website by the BCCI will be the equivalent of at least US\$2,000,000 p.a. of marketing spend to be allocated as reasonably determined by BCCI (including without limitation the value of inclusion of the URL in the world feed of the BCCI matches). BCCI will make all reasonable endeavours to meet this spending minimum. If the value is not reached then the shortfall shall be made up in the next year.
- xv) BCCI shall provide LIVE CURRENT MEDIA with prizes for use in competitions and as prizes in games (e.g. Fantasy League) on the BCCI Website. These prizes will include but not be limited to:
- A minimum of 25 tickets to all BCCI matches. Such tickets shall be in good locations within the stadium
 - BCCI Memorabilia
 - Stadium tours and access

3.2. Rights and Website Content

LIVE CURRENT MEDIA shall be entitled to all online BCCI content not currently committed in existing contracts entered into BCCI contracts, and the content and rights granted to LIVE CURRENT MEDIA shall include without limitation the following:



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i) LIVE CURRENT MEDIA shall have the exclusive right to display and commercially exploit all official BCCI still photographic images whose rights are owned and controlled by the BCCI, including such photographs taken at BCCI events, subject to the provisions of the press and photography accreditation arrangements, it being acknowledged that BCCI shall not be required to acquire rights to still photographic images of matches. LIVE CURRENT MEDIA must ensure that such still images may not be refreshed in such a way as to create any form of sequencing that is akin to a moving image or video.

BCCI will be responsible for commissioning an "official photographer" (that will be mutually agreed upon by the Parties) for images which will be made available to LIVE CURRENT MEDIA in accordance with this clause 3.2(i) with the costs of such official photographers to be shared by BCCI and LIVE CURRENT MEDIA on a 50/50 basis.

Commercial exploitation of official still BCCI photographic images shall be subject to the entity licensing and exploiting such images obtaining all necessary endorsement clearances from individuals featured in such photographic images

ii) LIVE CURRENT MEDIA shall have the non-exclusive right to sell "Official" BCCI merchandise on the BCCI Website, either directly or via a link to other official BCCI merchandise outlets, it being acknowledged that the price of merchandise shall be set by BCCI. BCCI shall make available to LIVE CURRENT MEDIA exclusive limited edition BCCI merchandise (the exact merchandise to be jointly agreed by the Parties), and reasonable and regular access to signed merchandise, memorabilia and souvenirs (eg. match balls, wickets, etc), in each case for sale or use in competitions on the BCCI Website.

iii) BCCI shall grant LIVE CURRENT MEDIA the exclusive right (subject only to the BCCI Broadcast Partner rights) to make available the following content on the BCCI Website on the Internet only:

- a) An official live video and/or audio scorecard in relation to each match of the BCCI (which may incorporate "Clips"), it being acknowledged that there may be other websites that carry scorecards; and
- b) "Highlights" of each BCCI match.

For the purposes of 3.2(iii)(a) above "Clips" shall mean a reasonable number of excerpts of footage of Matches of no more than 30 seconds per excerpt (which shall be accessed by a click or other appropriate access mechanism) which may be made available by LIVE CURRENT MEDIA on a delayed basis no sooner than 5 minutes after the action in the relevant Clip has taken place

For the purposes of 3.2(iii)(a) "Highlights" shall mean edited excerpts of footage of not more than 52 minutes in duration per BCCI match and which shall not be made available until 1 hour after each innings of a match. From 72 hours after each match, such Highlights programming under 3.2(iii)(b) may be longer than 52 minutes in duration per Match from 72 hours after the end of the relevant Match.

For the avoidance of doubt, the only other parties that will have access to BCCI "Clips" and "Highlights" shall be the BCCI Broadcast partners.

iv) LIVE CURRENT MEDIA shall have the Non exclusive right to exploit (including use and distribution) the audio-visual archive of BCCI matches on the Internet from 72 hours after the end of the relevant BCCI match. Till 2010. Post that it will be exclusive post 2010 till the contracted period



- v) In relation to the content at 3.2(iii) and 3.2(iv), BCCI shall make available the world feed to LIVE CURRENT MEDIA at the venue of each BCCI match, and LIVE CURRENT MEDIA shall be entitled to edit the same to create the Clips and Highlights detailed in 3.2(iii) and (iv) above.
- vi) LIVE CURRENT MEDIA shall have Exclusive internet rights to raw camera footage of BCCI Matches not used in the World Feed, which LIVE CURRENT MEDIA may exploit on as follows:
- a) Within 72 hours of each Match
1. 52 minutes on one hour delay
 2. Reasonable number of 30sec clips on a 5 minute delay
- b) Post 72 hours after each Match: no restrictions on length of footage
- vii) From 72 hours after each Match, LIVE CURRENT MEDIA shall have the Exclusive right to license to third parties Internet rights to archive BCCI Match footage in a "clean format" that is owned and controlled by the BCCI, by way of clips and other exploitation. "Clean format" means that the video will not contain the BCCI logo. Broadcast Partners shall have the right to commercially exploit archive BCCI footage but it shall always have the BCCI logo visible in the video. LIVE CURRENT MEDIA shall obtain BCCI clearance for each proposed exploitation of these rights, it being acknowledged that LIVE CURRENT MEDIA shall not license television broadcast competitors of the Broadcast Partners until 72 hours after the end of the BCCI Match.
- viii) LIVE CURRENT MEDIA shall have the exclusive right to produce and retail DVD titles incorporating the BCCI Matches on behalf of BCCI, each such DVD title to be subject to BCCI approval, not to be unreasonably withheld. Apart from the rights already given to Green Umbrella.
- ix) LIVE CURRENT MEDIA shall have the exclusive right and license to operate official on-line fantasy leagues of BCCI
- x) BCCI shall ensure that all official announcements of BCCI are promptly notified to LIVE CURRENT MEDIA to enable the same to be included on the BCCI Website
- xi) The BCCI Website shall be the exclusive point of sign-up and distribution of the BCCI newsletter
- xii) BCCI shall provide LIVE CURRENT MEDIA with preferential access such historic and on-going player, team, match and tournament statistics as LIVE CURRENT MEDIA reasonably requires in a suitable format to be agreed by the Parties
- xiii) BCCI shall provide LIVE CURRENT MEDIA with exclusive and direct access to live scoring feeds from all matches if it does the same. If not, Live Current Media will have the exclusive access to the venue to do the same. This is further clarified that it applies to Cricket only sites.
- xiv) BCCI shall use reasonable endeavours (including making reasonable requests to players under the terms of the player contracts) to provide access to coaches, owners, officials and BCCI players for interviews, blogs, profiles, fan meet and greet sessions, participation in Fantasy Leagues and other content, subject to applicable ICC, BCCI and other regulations. LIVE CURRENT MEDIA shall have the right to request specific players but it acknowledges and accets that BCCI can not guarantee participation by specific players at specific times. However, BCCI commits that, in aggregate, LIVE CURRENT MEDIA will receive active player participation in the BCCI Website.

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It is agreed that audio-visual or audio-visual coverage of interviews conducted with players during intervals in matches or as part of ceremonies, presentations or other events immediately before or after such matches may not be made available on the BCCI Website until 72 hours after the relevant match.

- xv) Rights over the sale of tickets online will be determined in the Final Agreement.
- xvi) BCCI shall grant LIVE CURRENT MEDIA the exclusive right to exploit (for online use and distribution only) BCCI's historic archive of videos pre-1996. For clarity, this right does not include the commercial syndication of the archive.
- xvii) BCCI shall grant LIVE CURRENT MEDIA the right to make available selected this content on the BCCI Website and the Cricket.com Portal or any other of its Cricket portals.
- xviii) LIVE CURRENT MEDIA shall be entitled to sub-licence the rights set out in this clause 3.2, subject to obtaining BCCI's prior written approval for such proposed sub-licence. LIVE CURRENT MEDIA shall not sell any of the BCCI content set out above to brand category competitors of BCCI Sponsors without obtaining the prior written approval of BCCI
- xix) Live Current Media will have the right to make special shows, clips and highlights for BCCI games.

4. OTHER CONSIDERATIONS

- 4.1 BCCI grants to LIVE CURRENT MEDIA a non-exclusive, royalty-free, worldwide licence during the Term to use the names and logos of IPL, BCCI, official BCCI commercial partners (including without limitation those of the BCCI title sponsor and other official sponsors) in the form(s) provided to LIVE CURRENT MEDIA by BCCI on the BCCI Website and within any advertising or promotions for the same. LIVE CURRENT MEDIA agrees to comply with such reasonable guidelines as are provided to it in writing by BCCI from time to time in relation to the use of such names and logos.
- 4.2 LIVE CURRENT MEDIA will assign to BCCI on creation:
 - (i) all intellectual property rights (including but not limited to all copyright) in the design, look, feel, format and all content of the BCCI Website and BCCI will grant LIVE CURRENT MEDIA a licence to use such rights during the Term;
 - (ii) all rights to any domain names registered by LIVE CURRENT MEDIA in connection with the BCCI Website and this MOU/the Final Agreement; and
 - (iii) all rights to customer data of customers signing up through the BCCI Website, and BCCI shall grant LIVE CURRENT MEDIA a licence to use such data to promote the BCCI Website with authorisation from BCCI and the relevant customer (and subject to any applicable data protection laws and regulations). It is acknowledged that 1.9(ii)(a) will apply if the Term of this MOU/the Final Agreement is not renewed, and LIVE CURRENT MEDIA shall own the rights to customer data of customers signing up through the Cricket.com Portal.
- 4.3 BCCI acknowledges and agrees that all intellectual property rights (including but not limited to all copyright) in the Cricket.com Portal (except for content that is included on the Cricket.com Portal that is owned by BCCI or content taken from the BCCI Website) shall vest, and remain vested, in LIVE CURRENT MEDIA. Furthermore, all rights to the domain names registered by

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LIVE CURRENT MEDIA in relation to the Cricket.com Portal shall vest, and remain vested in, LIVE CURRENT MEDIA unless they relate to the BCCI.

- 4.4 BCCI shall warrant that BCCI content that it provides to LIVE CURRENT MEDIA under this MOU and the Final Agreement shall not infringe the rights of any third party in the form in which it is made available to LIVE CURRENT MEDIA.
- 4.5 LIVE CURRENT MEDIA acknowledges and agrees that BCCI has granted its official sponsors, suppliers and Broadcast Partners the right exploit on their respective websites certain of the content to be provided to LIVE CURRENT MEDIA under this MOU and shall be entitled to grant to official sponsors, suppliers and Broadcast Partners appointed in the future the right to exploit the same content on their respective websites.
- 4.6 Except for the content and means of exploitation set out at 3.2(iii) above LIVE CURRENT MEDIA acknowledges and accepts that it shall not be entitled without the further agreement of BCCI to make available on the BCCI Website any audio or audio-visual coverage of the BCCI matches and ceremonies and presentations around those matches until 72 hours after the same, and that if it does so BCCI may be in breach of its contracts with its Broadcast Partners. Without limitation to the generality of the above, LIVE CURRENT MEDIA acknowledges and agrees that the BCCI Website shall not contain any live or as live continuous audio and/or audio-visual coverage of any BCCI match, unless LIVE CURRENT MEDIA is authorized to make available such coverage pursuant to a contract with a Broadcast Partner. BCCI shall use its reasonable endeavours to make available to LIVE CURRENT MEDIA additional audio and/or audio-visual content for inclusion on the BCCI Website from time to time (as agreed by BCCI).
- 4.7 Without prejudice to the generality of the risk and cost being assumed by LIVE CURRENT MEDIA hereunder, LIVE CURRENT MEDIA shall ensure that the BCCI Website (and in particular any message boards or social networking platforms therein) shall contain nothing defamatory of the game of cricket, the ICC, BCCI or BCCI Sponsors or any players, coaches or other participants in the BCCI. Where LIVE CURRENT MEDIA becomes aware of any such content being included on the BCCI Website it shall remove the same as soon as reasonably practicable
- 4.8 If BCCI and/or Live Current Media becomes aware of any unauthorised exploitation by a third party of any of the rights granted to LIVE CURRENT MEDIA hereunder, or the infringement by a third party of the exclusivity granted to LIVE CURRENT MEDIA hereunder, the Parties shall jointly and promptly take such action as is necessary to end the same.

[Handwritten signatures]

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5. FINAL AGREEMENT

- 5.1. When signed by both Parties, this MOU is a legally binding agreement between the Parties with further terms and conditions to be negotiated and included in the Final Agreement.
- 5.2. The Final Agreement between the Parties shall be drafted and signed off to reflect the terms agreed in this MOU. BCCI and LIVE CURRENT MEDIA have agreed to go ahead with the press announcement that will be jointly approved by BCCI and LIVE CURRENT MEDIA before September 2008 to announce the launch of the BCCI Website.
- 5.3. LIVE CURRENT MEDIA shall be responsible for ensuring the compliance of the BCCI Website and the Cricket.com Portal with all applicable laws and regulations.
- 5.4. LIVE CURRENT MEDIA shall not be entitled to assign, sub-contract, or otherwise transfer any of its obligations under this MOU or the Final Agreement without the prior written consent of BCCI, and BCCI reserves the right to terminate the Final Agreement if LIVE CURRENT MEDIA ceases to carry on business.
- 5.5. This MOU (and the Parties agree that the subsequent Final Agreement) shall be governed by and construed in accordance with the substantive laws of India. Any dispute arising out of or in relation to this MOU (or the Final Agreement) involving the interpretation or implementation of the clauses of this MOU (or the Final Agreement), or the breach, termination or validity thereof, shall be resolved in accordance with the procedures specified in this clause which shall be the sole and exclusive procedure for the resolution of any and all such disputes before seeking recourse to Arbitration.
- 5.6. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU (or the Final Agreement) promptly by good faith negotiations for a period of twenty-one (21) days from date of issuance of written notice that a dispute has arisen.
- 5.7. Any dispute which has not been resolved as provided herein within 21 days of the initiation of such procedure, shall be settled exclusively by arbitration in Mumbai India, in accordance with ARBITRATION AND CONCILIATION ACT, 1996. The arbitration tribunal shall consist of 3 arbitrators, with each party designating one arbitrator and the said chosen arbitrators designating the third arbitrator. The place of arbitration in India shall be Chennai and the language of arbitration shall be English. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration.
- 5.8. The Parties hereby agree any award of the tribunal shall be enforced in any court of competent jurisdiction in Mumbai.
- 5.9. This MOU shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

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IN WITNESS WHEREOF, this MOU has been entered into on the date stated at the beginning by the Parties.



SIGNED AND DELIVERED
by the within named LIVE CURRENT MEDIA Inc
by the hand of its authorised signatory

)
)
)

Mr. Geoff Hampson

in the presence of [Mr. Mark Melville



SIGNED AND DELIVERED
by the within named BCCI
Board of Control for Cricket in India
by the hand of its authorised signatory

)
)
)
)

Mr. Lalit Modi

in the presence of [Mr. Sundar Raman



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SCHEDULE 1

Content items included in the BCCI.TV Website

LIVE CURRENT MEDIA and BCCI have agreed that the BCCI.TV Website may include the following items of content, and that (as applicable) the BCCI will support the BCCI.TV Website by providing access to the necessary content sources that BCCI owns and/or controls and/or licensing such content that BCCI owns and/or controls to LIVE CURRENT MEDIA (at no additional cost) subject to the terms of the MOU:

- i) News and happenings
- ii) Clips and highlights
- iii) Interviews, audio-visual content relating to players, clubs, matches and tournaments other than match-play
- iv) Club profiles
- v) Player profiles
- vi) Match and tournament schedules
- vii) Statistics: player, team, match and tournament
- viii) Ticketing (exact format TBD)
- ix) Blogs
- x) Newsletters (email subscription)
- xi) Contests
- xii) Polls
- xiii) Games (it being specifically acknowledged that BCCI reserves the right to authorise a third party to create, market and distribute one or more "Official" BCCI computer games)

- xiv) Live scoreboard and text commentary
- xv) Match results
- xvi) Match reports
- xvii) Fantasy League game
- xviii) Online Store
- xix) Message boards
- xx) Comprehensive Social Networking Platform including member profiles, tickers, etc. It should be noted that while some/all of the functionality will reside on the BCCI.TV Website some may reside on popular social networks (e.g. Okrut, Facebook, etc.)

GA 

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SCHEDULE 2

Minimum Annual Fee Payment Schedule

Payment Due Date	Payment Amount (\$US)
October 1, 2008	\$625,000
January 1, 2008	\$625,000
April 1, 2008	\$625,000
July 1, 2008	\$625,000
October 1, 2009	\$750,000
January 1, 2009	\$750,000
April 1, 2009	\$750,000
July 1, 2009	\$750,000
October 1, 2010	\$750,000
January 1, 2010	\$750,000
April 1, 2010	\$750,000
July 1, 2010	\$750,000
October 1, 2010	\$1,500,000
January 1, 2011	\$1,500,000
October 1, 2011	\$1,500,000
January 1, 2012	\$1,500,000
October 1, 2012	\$1,500,000
January 1, 2013	\$1,500,000
October 1, 2013	\$1,500,000
January 1, 2014	\$1,500,000
October 1, 2014	\$1,500,000
January 1, 2015	\$1,500,000
October 1, 2015	\$1,500,000
January 1, 2016	\$1,500,000
October 1, 2016	\$1,750,000
January 1, 2017	\$1,750,000

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BOARD OF CONTROL FOR CRICKET IN INDIA ('BCCI')



INVITATION TO TENDER
FOR
WEB PORTAL RIGHTS

[4 YEARS FROM DATE OF SIGNING AGREEMENT]

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1. INTRODUCTION

This Tender is for the rights related to Web Portal operations and can be grouped into intellectual property rights, commercial rights and administrative rights, which are most specifically defined hereinafter.

2. INVITATION TO TENDER

The BCCI, a society registered under the Tamil Nadu Societies Registration Act (India) and having its registered office at C/o Tamil Nadu Cricket Association, 5, Victoria Hostel Road, Chepauk, Chennai – 600 005 hereby invites tenders from reputed companies of international standing to acquire the Web portal Rights (as defined in Clause 3) during the Rights Period (four (4) years from the date of signing the agreement).

2.1 Purpose of ITT

BCCI is inviting the submission of Bids, in accordance with the terms and conditions of this ITT, to acquire the Web Portal Rights during the Rights Period (four (4) years from the date of signing the agreement).

2.2 Scope

Under this ITT the bidder will be required to perform the functions of designing, developing, hosting and operating a best of breed web portal using the rights as mentioned in Clause-3.

The project shall be awarded to the bidder where the responsibility of deliverables lies with the bidder. The project scope includes (but is not limited to)

- Exploiting existing content to create packages for driving subscription revenues
- Creating new content
- Hosting, production and ongoing operations of the portal
- Generating traffic, users and revenue to the site
- Maintaining the books of accounts and providing detailed information regarding all revenues whenever requested by BCCI management

2.3 Operating Model

BCCI would lease out the rights of the site for the duration as mentioned above. The successful bidder will have the right and the exclusivity to host and generate revenues from the site. BCCI will control the use of intellectual properties (details available in Clause 3.2) and restrict the use of the same only for the purpose of the site.

BCCI will not participate in the operation of the site technically or functionally but the bidder would be required to seek approvals from time to time for the use of intellectual property and/or content of the site.

The bidder will identify a single-point of contact for communication with BCCI on all such matters either seeking approval or reporting back with information sought for by BCCI.

2.4 Bid Objectives

To assist Bidders in understanding BCCI's requirements, each Bid must be aimed at, amongst the other aims set out in this ITT, achieving the following (non-exhaustive and non-prioritized) objectives:

- (a) Ensuring the widest coverage and the widest possible audience for the events, as more specifically defined herein after, owned by BCCI;
- (b) Maximizing and enhancing exposure wherever possible for each of the official sponsors of the events owned by BCCI; and
- (c) Increasing and enhancing exposure for the BCCI brands, and the events owned by BCCI as a whole,

, making sure that the objectives are carried out by bidders who are able to exploit their expertise and local knowledge of Indian cricket to achieve maximum synergies across India and international markets for the stated objectives.

2.5 Eligibility to Bid

For the purpose of this ITT, only entities (which expression includes Bidder and/or its parent or subsidiary company), which satisfy the following requirements as on 31st December, 2006 or 31st March, 2007 are eligible to participate in this tender process and to submit Bids:

2.5.1 Areas of Business:

The Bidder's areas of business must comprise of any of the following:

- a. Digital Media Company – Means any entity, which is primarily in the business of developing and delivering digital content over online portals. Vendors with strong credentials in entire digital value chain would be preferred.
- b. IT Solutions Company – Means any entity or a group of companies which has the required capabilities and infrastructure to build and operate BCCI portal as per BCCI functional and technical specifications and the service levels laid down by BCCI.

Ability to exploit existing content and to generate new content for driving traffic is very important. For avoidance of any doubt, any determination made by BCCI in this respect shall be final and binding on all bidders

2.5.2 Bidder's financial standing

- a. The net worth of the bidder must not be less than US\$ 5 mn as on 31st December, 2006 or 31st March, 2007 and annual turnover of each Bidder must be in excess of US\$ 25 mn. For the purpose of this ITT, "net worth" means the sum total of the paid-up capital and free reserves. In assessing the net worth of the Bidder, the paid-up capital of the parent company or holding company may be aggregated for this purpose. For the avoidance of doubt, the parent company or holding company must own more than 50% of the issued share capital of Bidder. International bidders must provide the data for this converted in rupees based upon 1 US\$ is equivalent to INR 42.

The Bidder must submit a net worth certificate, duly certified by a chartered accountant or auditor along with the Bid documents as of 31st December, 2006. If a Bidder is unable to provide a chartered accountant's or auditor's certificate of Net Worth as of 31st December, 2006 or 31st March, 2007, it may provide one as of the date of end of the last financial year of the bidder provided that it is not earlier than 31st March, 2006.

- b. Consortium Bids – Consortia, joint ventures (whether incorporated or unincorporated) or joint bidders (each a "Consortium") may submit a Bid ("Consortium Bid(s)"), provided that:
- i) Each member of the Consortium satisfies the criteria for Bidders set out in this ITT (including, without limitation, the other provisions of this clause 2.5.2) and the Eligibility Letter;
 - ii) Each member of the Consortium is severally liable for the acts of each other member in relation to its Bid(s); and,
 - iii) The consortium fully describes the relevant terms of its consortium arrangement in its bid including, without limitation, any division or allocation of the online rights, functions, revenues and costs.

Each member of any Consortium may also submit a separate Bid on its own behalf. For the avoidance of doubt, BCCI reserve the right, if they determine appropriate in the circumstances, to enter into direct arrangements with individual members of any Consortium.

- c. If a Bidder has entered into an agreement for a joint venture (whether incorporated or yet to be incorporated), which joint venture shall exploit all or part of the Web Portal Rights either as a Licensee or Marketing Agency or any other capacity, the Bidder is required to disclose in the Bid all material

details of the joint venture agreement (failure to do so will render the Bidder liable to be disqualified and the Financial bid of such bidder will not be considered) and if the parties are bidding together then the provisions of clause 2.5.2.b shall apply.

2.5.3 Bidder's Operational Capabilities

- a. The Bidder's shall showcase capabilities in the areas of development, implementation and end to end operations of portals, preferably sports related portals
- b. The Bidder's credentials in identified revenue stream and ways of maximizing user traffic.

2.5.4 Bidder's Technical Capabilities

- a. The Bidder's capabilities to handle huge volumes and to scale operations at short notice.
- b. The Bidder's capabilities to ensure seamless operations and business continuity.
- c. The Bidder's capability to ensure complete sanctity, security and integrity of the web portal data.

2.5.5 Summary Rejection

It is expressly made clear that purchase of the invitation to tender by any entity which does not satisfy any of the eligibility requirements set out herein shall not amount to waiver thereof by BCCI and no right whatsoever shall flow to any such entity by virtue of the same. Any Bid submitted by an entity, which fails to satisfy the eligibility requirements set out in Clause 2.5, shall be automatically rejected.

- 2.5.6** BCCI shall not pre-judge or advise a Bidder whether he is qualified or not. The Bidder must submit its Bid in accordance with the process specified in this ITT and enable BCCI to then evaluate the Bid.

3. WEB PORTAL RIGHTS

3.1 Overview

The "WEB PORTAL Rights" comprise of the following rights only, which are defined more specifically hereinafter:

- Intellectual Property Rights
- Commercial Rights
- Administrative Rights

The Web Portal Rights are to be granted only for the rights period mentioned in Clause 2.1. Thereafter the rights revert to BCCI.

Bidder would be granted rights, as detailed in Clauses 3.2 - 3.4, under following guiding principles, whilst bearing in mind the obligations highlighted as well as the Clause 3.6 on Excluded Rights.

3.1.1 Bidder is required to provide all information as may be sought by authorized persons of BCCI relating to content and operations of the portal; including but not limited to any information related to financial performance of various revenue streams – already identified or new at any time during the period of operation

3.1.2 Bidder has to seek mandatory approvals from BCCI before

- engaging any affiliates or syndication partners
- selecting vendors for online merchandise and the catalog partners
- finalizing content plan and use of BCCI trademarks and logos

For the purpose of this ITT the meaning of the rights mentioned are as follows:

3.2 Intellectual Property Rights

Intellectual property rights are guided by the principle that BCCI would retain:

- intellectual property rights on all the existing content
- intellectual property rights on all new content developed by the vendor
- the IP domain rights (portal name)

A. Existing Content - The content which is already with BCCI and is specifically provided by BCCI to the successful bidder.

- i) BCCI would license the use of identified existing content to the successful bidder for the rights period.

ii) Access to the content is restricted to the successful bidder only and the same should, under no circumstance, be provided to any third party without prior approvals from BCCI

iii) The successful bidder would be required to explain the content strategy to BCCI management and secure approvals before making the content available to user viewing

iv) The successful Bidder can only use the BCCI copyrighted material, information, images, logo for the purposes of BCCI portal only.

v) BCCI would grant the non-exclusive, non-transferable license to make copies of trademark for the sole benefit of BCCI or for promoting the online portal

B. New Content - Successful Bidder can propose to develop creative new content for the purposes of increasing viewership on the portal during the rights period

i) The successful bidder shall however, show the new content as developed to BCCI before the same is put on the BCCI's web portal..

ii) BCCI has the right to seek details related to new content development like target viewership details, user base assumptions, revenue projections etc

iii) BCCI retains the right to approve or refuse the new contents as developed at its sole discretion without assigning any reasons

iv) BCCI would get IP rights on all new content designed and developed by the successful bidder during the term of operation

v) Cost of content creation would be borne by the successful bidder (including cost of content archival)

vi) Live transmission over broadband internet

a) BCCI will provide exclusive license to the bidder for live broadband internet rights, in the rights period, of international matches (BCCI events) at domestic and overseas neutral venues, which are not bound by the earlier agreements with its existing audiovisual media rights licensee(s). Such matches would necessarily be exclusive of the itinerary agreed between BCCI and such parties.

- o These events will include all international 20/20 matches to be played by the Indian team

- BCCI will exclude live broadband internet rights from fresh contracts for licensing audiovisual media rights of such BCCI events
- b) The rights stated above are also applicable to all new domestic BCCI events for which audiovisual media rights might be licensed afresh by BCCI.
- Rights of transmission over live broadband internet for matches of the proposed Indian Premier League (IPL) are excluded though
- c) The bidder is free to broadcast live over broadband internet additional domestic matches outside the agreed itinerary between BCCI and its audiovisual media rights licensee(s), for which the latter expresses no intention for transmission. However,
- The bidder will have to bear all costs related to production, uplinking and any related expenses for such matches.
 - For information on such events and acquiring approval, the bidder should post a query to BCCI at least 15-days ahead of the event.
- d) The bidder at its own cost and risks is permitted by BCCI to acquire through appropriate sub-license, the rights to broadcast live over broadband internet any other cricket matches / tournament of which BCCI is not the host broadcaster, such as "Away" matches of the Indian team or, ICC tournaments. However, prior approval of BCCI is required and BCCI reserves the right to first information of such intent and may refuse / disapprove the same, without any reasons.
- e) For all other matches, which are bound by the agreements BCCI has signed with its audiovisual media rights licensee(s), rights on live broadband internet transmission are excluded, as stated in Clause 3.6
- f) The bidder is obliged to deploy relevant Geo Blocking and Digital Rights Management technologies to ensure that they deliver the live programmes only in the licensed territories directly to their subscribers. Further, all modes of transmission must be securely encrypted using technologies such as IP blocking for preventing overspill into unauthorized territories as well as to prevent content piracy. The same is applicable for all sub-sections below. Further, it is imperative that the bidder uses the services of specialized agencies on an ongoing basis to monitor the portal so as to prevent

content piracy and infringement of any of the BCCI rights being granted.

vii) Highlights packages

- a) The bidder will have the rights to broadcast through the portal upto a 60-minutes highlights package for all matches after the completion of the match / ceremony.
 - o This is applicable for all such matches where the bidder will not have any live broadband internet rights.
 - o For test matches, such highlights packages may be shown after the end of each day's play.
- b) The bidder will have the license to use the archive materials of BCCI, including events where after 72-hours rights belong to BCCI. Specifically for matches played in India, the bidder through the portal can broadcast highlights (inclusive of full playback / recording) after 48-hours of match completion.

viii) Live video scorecard

- a) BCCI will provide rights to the bidder for broadcasting upto 30 seconds of footage per click (or, suitable access option) as a live video scorecard on the portal.

ix) Use of players/staff and their images / footage / attributes

- a) BCCI will extend to the bidder the rights to use the images, footage and/or attributes of its players, coaching and administrative staff provided the same is used,
 - o Only for purposes of promotion of the Web portal and any specific developed content for use in the portal, such as Online games
 - o In a team context with a minimum of 5 players from different graded categories being featured at any point of time
- b) The bidder will be obliged in the course of exercise of such rights to submit all proof / concept material showing the use of such image/footage/attributes to BCCI well ahead of public release and shall use the same only on obtaining prior approval from BCCI. If need be, BCCI may forward the same to the concerned individual player / staff member for acquiring permission.

- c) The bidder must acknowledge that such rights will be extended only for the purpose of amplifying the revenue stream for the portal

and will not amount to personal endorsement of an individual of the portal and/or, the bidder.

d) The bidder should exercise caution and ensure that in the process of representing the team clothing and/or sports equipment in any form (such as online games / animations), the sanctity and accuracy of the same is maintained in the interest of BCCI and its core sponsors. This includes accurate positioning of logos of sponsors. Prior to use of the same, BCCI approval must be obtained.

e) BCCI will extend exclusive rights to the bidder to use the "Official BCCI" tag with any online / fantasy games developed by the portal operator using images, footage or, attributes of players / team / staff / officials. However, BCCI will not be able to impose restrictions on other parties from creating fantasy games, if they choose not to use such images, footage or attributes.

- To BCCI's understanding, the creative use of the BCCI archive material and footage of new matches provides an excellent opportunity for developing several differentiated Fantasy Game offerings on the portal.

x) Merchandising

a) The bidder must acknowledge that BCCI has existing sponsorship contracts with specific licensees for team and apparel / footwear / sports accessories / kit bags. All items for merchandising and sale through the portal would hence need to be pre-approved by BCCI, contingent on the agreement it has with the existing sponsors and in turn, their approval of the same. However, for items not covered by any BCCI contract, online merchandising is allowed provided prior information is provided to BCCI and on BCCI's approval.

- o Such merchandise may be referred to any of, "Official BCCI merchandise" or, "Official Indian Team Merchandise", as deemed fit.

b) The bidder should exercise caution and ensure that in the process of selling or, representing the team clothing and/or equipment in any form, the sanctity and accuracy of the same is maintained in the interest of BCCI and its core sponsors. This includes accurate positioning of logos of sponsors. Prior to use of the same, BCCI approval must be obtained.

- c) BCCI will provide rights for selling cricket memorabilia, autographed bats, etc. through appropriate mechanisms such as e-auctions on the portal.

xi) User-generated, dynamic content

- a) BCCI will extend rights to the bidder to provide for content generated by users on a dynamic basis such as, "Discussion Forums", "Blogs", "Wiki" features, etc. However, the bidder must undertake adequate measures to ensure that such features are not misused by the users and no abusive content / slander is posted on the portal.

xii) Policy compliance

- a) The bidder should comply with all the local laws and regulations pertaining to Broadcasting and Information Technology of the specific territory where the bidder has the license to broadcast / stream content over broadband internet. Further, refer Clause 5 below pertaining to "Territorial Laws".

C. Domain Name - The portal domain name would be the property of BCCI

BCCI will not allow the site to be powered by other portals or, websites. For avoidance of any doubt and for the sake of explanation only, site links such as "bcci.yahoo.com" are not allowed.

It is further clarified that BCCI would retain intellectual property rights on all the existing content being provided by BCCI and new content being developed by the successful bidder. However, the bidder would have to acquire, if required, all the necessary permissions with regard to any new content that is being sourced from rights holder.

3.3 Commercial Rights

The commercial rights are guided by the principle that,

1. BCCI would grant exclusive rights to the successful bidder on all identified revenue streams; Successful bidder would have to secure required approvals and authorization from BCCI on all rate and revenue decisions
2. Any new revenue stream would have to be approved by BCCI and commercial arrangements agreed prior to introduction.
3. The Successful bidder would have to provide a minimum revenue guarantee to BCCI (as mentioned in Clause 3.3.1 below)

A. Identified Revenue Streams

- i) BCCI would grant exclusive rights to the successful bidder on all identified revenue streams to maximize the revenue potential from these streams
- ii) Successful bidder would be required to inform BCCI on the rates and expected revenue projections for each year and secure approvals from BCCI management.
- iii) The following streams of revenues have been identified
 - a) Advertisement & Sponsorship
 - b) Subscription – PPV, ongoing
 - c) Gaming
 - d) Merchandising
 - e) Syndication
- iv) BCCI would grant non-exclusive, non-transferable rights for use of BCCI trademark and logo on the online merchandise (provided the rights are not conflicting with Excluded Rights as mentioned in Clause 3.6 below)
- v) e-Commerce strategy would have to be approved by BCCI before being operationalised.
- vi) All online merchandise sold by the successful bidder over the portal should bear BCCI logo.
- vii) BCCI has the right to approve or refuse vendors for online merchandise

B. New Revenue Streams

BCCI would grant exclusive rights to the successful bidder to identify and explore any other streams (product offerings) for the sole purpose of maximizing revenues. However, any new revenue stream would have to be agreed with and by BCCI and commercial arrangements agreed prior to introduction. Further, the successful bidder would have to present new revenue streams and their revenue potential to BCCI for approval prior to induction.

C. Operating Platforms

The successful bidder would have the operating right restricted to only the

internet media and under no circumstance try to explore or exploit any other communication channels through the portal.

It is further clarified that BCCI reserves the rights on mobile, IPTV or any other media, not stated here, except for the internet rights. The successful bidder will not be allowed to indulge in any operations involving cross media like Short Message Service's (SMS) through the portal etc.

The successful bidder would be required to provide all content/ feed required for SMS to mobile handsets to the BCCI or the designated licensee, free of cost.

3.3.1 Minimum Revenue Guarantee

The BCCI will have the right to a minimum revenue guarantee by the successful bidder.

- a) A reserve price of US\$ 50 mn over the rights period has been determined to be paid by the successful bidder, in the manner as follows:
 - i) US\$ 5 mn shall be provided as Earnest money deposit (EMD) by way of draft.
 - ii) 20% of the bid value shall be paid upfront to BCCI upon signing of the contract. The EMD already paid shall be adjusted against this amount to be paid.
 - iii) The Balance 80% will be paid in 4 equal yearly installments.
- b) An Irrevocable Bank Guarantee covering the bid amount to be provided in advance in accordance with the format specified by BCCI

3.4 Administrative Rights

Administrative rights are guided by the principle that

- i. BCCI has a right to seek any information related to content, operations and commercials of the portal at any time during the rights period
- ii. BCCI has the right to approve / refuse
 - a. Any affiliates or syndication partners
 - b. Vendors for online merchandise and the catalog partners
 - c. Overall content plan and use of BCCI trademarks and logos

BCCI extends the following Administrative Rights with the highlighted limitations,

A. Hosting and Production

- i) Rights to exclusively produce, host, distribute and display content on the

portal. However,

- BCCI retains the right to approve the content plan covering the overall concept and design elements, layouts, branding, logos, trademarks etc
- BCCI retains the right to host certain BCCI information and features like Ticketing etc, at no cost. An appropriate commission amount may be taken by the successful bidder, as agreed with BCCI, for each ticket sold. The portal will be given the exclusive rights for online ticket sales of BCCI events.

B. Broadcasting

- i) Exclusive rights to broadcast BCCI content on the BCCI web portal, including rights to edit and repackage the content.
- ii) Rights to distribution of the content through content syndication with prior approval and authorization from BCCI. However,
 - BCCI retains the right to approve the affiliates and the syndication partners

C. Right to Information

- i) BCCI reserves the right to seek any information directly or indirectly related to content and operations of the web portal, including but not limited to any information related to financial performance of various revenue streams – Already identified or new.

3.5 Obligation of BCCI

The BCCI shall have the following obligations towards the successful bidder

- i. Grant "official website" status as the BCCI website operated by the successful bidder.
- ii. Provide / facilitate access to the archived content as needed
 - For matches being telecast live by the Audio-visual rights licensee, feed may be downloaded directly from the live feed by the portal operator. This can be enabled by either being a part of the broadcast setup or downloading the clean feed to which BCCI will facilitate access.
- iii. Approve the requisitions relating to content strategy, pricing etc. by the successful bidder in a timely manner
- iv. Providing support and help in liaison with other official sponsors if needed
- v. Provide the required, in stadium support and access to players, for

developing new content for the web portal

vi. Promote the web portal through the "live" feed in order to drive traffic to the website during BCCI events using,

- On-screen inserts / credits of pre-approved size and not less than 5-seconds duration (while overs are being bowled) with no less than a frequency of 3 per hour in each territory where the live feed is being broadcast
- Exclusive scrolling solicitation / ticker for the portal during the live feed
- Inserts for highlighting the BCCI website minimum 5 times / day
- If possible, insertion of the portal address below the BCCI bug on the top left hand corner of the screen of the live feed

vii. Provide or, facilitate the supply of and access to archive materials and footage from live audiovisual rights licensee for content development, provided the period of 72 hours is over as stated in the Excluded Rights in Clause 3.6

viii. Though not binding,

- o Provide the bidder with 10 VIP tickets free of cost to the main pavilion at any domestic venue. An additional pre-approved quota of stand tickets at face value will be made available in the rights period only for the purpose of promotion of the portal through Online Contests etc. Such requests must be received a minimum of 15 days ahead of the stated event.
- o Attempt to arrange for presence of its players, staff, officials in functions / ceremonies in the rights period organized by the bidder at own cost & expenses, in the interest of promoting the portal, limited to a maximum of 2 such events per year.

3.6 Rights Excluded from the ITT

All rights (whether now existing or created or discovered in the future) that are not expressly included above (the "Excluded Rights") are unconditionally reserved to BCCI. Bidders should note that BCCI intends (but is not obliged) to issue a separate document or separate documents inviting offers to acquire certain excluded rights.

Bidders should further note that any exploitation of the excluded rights by BCCI is not intended to have any material negative impact on the value of the online rights granted to any licensee following the conclusion of the tender process. The bidders should take into account while putting a commercial bid that BCCI may bid out one or all excluded rights on simulcast basis.

The following rights (without limitation) are expressly excluded from the scope of this ITT:

- i. Live Streaming
 - a. Live streaming rights for events from 72 hours of the event which do not vest with BCCI currently.
- ii. Mobile devices/IPTV/Cross media rights
 - a. All rights to transmit, by any means of any transmission media / platform whatsoever on mobile devices /IPTV or any other media other than online web media using the portal.
 - b. All rights to indulge in cross media operations involving SMS from portal etc.
- iii. Positioning (bidder's) logo on team apparel / equipment or, any representation of the same in the context of the Indian team. Such rights however, may be pursued through a different agreement, if need be, at an appropriate date.
- iv. Any rights (including live broadband internet) for the proposed Indian Premier League (IPL) matches and events.

3.7 Rights Period

The Web Portal Rights are to be granted for exercise on an exclusive basis during the period for 4 years starting from the date of signature of the Web Portal Rights Agreement by BCCI. For avoidance of doubts the rights granted are for a period of four years. Thereafter the rights revert to the BCCI.

3.8 Languages

The portal should be developed and operated by the bidder primarily in English language. However, specific content may be delivered in regional Indian languages subject to BCCI approval and provided the same is aimed at increasing the viewership / subscription base.

3.9 Specifications

A requisite, though non-exhaustive, list of functional and technical specifications are available as Schedule- 7 and 8 with this ITT document.

4. EVALUATION OF BIDS

All parties responding to the tender would be evaluated against following qualification criteria,

4.1 Financial Standing

- i. Annual turnover should be in excess of US\$ 25 mn
- ii. Net worth of the bidder must not be less than US\$ 5 mn as on 31st Dec 2006 or 31st Mar 2007.

4.2 Operational Capabilities

- i. Capabilities in the areas of development, implementation and end to end operations of portals (preferably sports portal)
- ii. Capabilities / Credentials in identified revenue stream and ways of maximizing user traffic

4.3 Technical Capabilities

- i. Capabilities to handle huge volumes and to scale operations at short notice
- ii. Capability to ensure seamless operations and business continuity
- iii. Capability to ensure Sanctity, Security and Integrity of portal data

4.3.1 Minimum Technical Requirements

BCCI retains the right to specify minimum technical parameters illustrated but not restricted to those mentioned below. A non-exhaustive list of such specifications is also available in Schedule(s) – 7 and 8.

- i. User Volume
 - a. Number of Concurrent Users
 - b. Number of Registered Users
 - c. Number of Concurrent Video Stream Users
- ii. Content Volume
 - a. No of Web pages delivered / Month
 - b. No of Orders Processed / Month
 - c. No of Video Clips Generated / Month
- iii. Quality of Service
 - a. Portal Service Availability
 - b. Portal Planned Downtime
 - c. Mean Time To Recovery for Portal Service
 - d. Expected Latency / Jitter / Frame Loss Parameters for Video
- v. Content / Data
 - a. Data Storage Capacity

- b. Number of Replication Sites
 - c. Number of Delivery Nodes
- vi. Business Continuity
- vii. Content Format Support
 - a. Video Formats Supported
 - b. Browser / Player Support
- viii. Content Protection
 - a. Strong Authentication Features
 - b. Rights Management Capability
 - c. Encryption Capability
- viii. Post Production
 - a. SLA for content ingestion / encoding / Transcoding
 - b. Latency in Live feed encoding
 - c. Number of video format supported in Live feed content
- ix. Call Center (if any)
 - a. Call Volumes Supported at Peak Hours
 - b. Average Call Handling Time
 - c. Average Waiting Time before getting attended
- x. Service Introduction
 - a. SLA for creating new services
 - b. SLA for inserting new content
 - c. SLA for introducing new features

5. TERRITORIAL LAWS

Transmissions of the Web Portal Coverage (or any part thereof) and all activities undertaken in connection with the Web Portal Rights must be in full compliance with, and subject to, all applicable laws of the relevant Licensed Territory including, without limitation, local laws relating to the cyber laws, vis-à-vis, Information Technology Act, 2000 and the laws governing the Intellectual Property Rights of designated events of major importance to society if any.

6. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

6.1 General Overview

- a. Bidders shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Bids, and will be deemed to have done so before submitting any Bid. Information may be sought within 48 hours from the date of first issuance of the ITT and not thereafter. No irrelevant query will be entertained and the decisions of BCCI in this regard shall be final. No Bidder shall, in the process of seeking clarifications, make contractual negotiations. The Agreement to be executed between BCCI and the successful Bidder is clearly provided in Schedule 6 of this ITT. Further, no Bidder shall, in the process of seeking clarifications, request for information relating to BCCI's future plans and/or internal processes followed by BCCI.

Requests from Bidders for clarification and/or further information relating to this ITT must be marked for the attention of BCCI to Mr. Lalit Modi and received by BCCI by way of:

- (i) Electronic mail (e-mail) to lmodi@aol.com and,
- (ii) Fax via +91-22-24932260

Save as specified herein, Bids and other supporting papers that may be furnished shall and will become the property of BCCI and they will not be obliged to return them. It is however, made clear that all information and documents that are furnished will be treated as strictly confidential and shall not, unless required in accordance with law, be disclosed to any one else.

- b. BCCI shall not be responsible or liable for submission of any Bid by any entity not eligible to participate in the tender process.
- c. Bidders may not make any of their Bids subject to any form of conditionality or limitation including, without limitation, the identity of, or particular arrangements being put in place with the Production Company, the location of Venues, participating teams, scheduling of Matches, or other specific requirements relating to the BCCI Events. Conditional Bids shall be summarily neglected and / or rejected.
- d. Each Bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid(s), any responses to requests for further information by BCCI and/or its associates and any negotiation with BCCI and/or its associates following receipt by BCCI of its Bid(s).

6.2 Amendment / Addendum

- a. At any time prior to the last date for submission of the bids, BCCI may, either for any supervening factors and/ or events or in response to a bona fide request for further information (including clarification) by a Bidder, modify, add or alter the terms of the invitation and/ or the conditions by issuing an Addendum(s) or otherwise, without any obligation to provide reasons.
- b. The amendment(s) / addendum(s), if any, will be notified in writing to the Bidders at least 24 hours prior to last date of submission. Such addendum(s) / amendment will form part of the ITT and will be binding.

6.3 Requirements of the Tender

6.3.1 Tender Security

Each Bidder must at least 48 hours prior to the date of the submission of tender, deposit an interest free security (the "Tender Security") equaling an amount of US\$ 5 mn or equivalent in Indian Rupees (at the exchange rate of US\$ 1 to INR 42)

Requirement, as above, is mandatory and failure shall cause rejection of the tender outright.

- (a) Tender Security may be deposited by way of bank draft issued by a Bank of national or international repute, drawn in favor of "Board of Control for Cricket in India."
- (b) Any Bidder, which fails to comply with these conditions, shall be summarily rejected.
- (c) There shall be no waiver or extension of deadline with respect to deposit of tender security and BCCI shall not entertain any requests for the same.
- (d) The Tender Security of the unsuccessful Bidders will be refunded (without interest) no later than 7 (Seven) working days after finalization of the Agreement with the winning Bidder by BCCI.
- (e) The Tender Security of the winning Bidder will be applied in part payment of the first installment of the Bid Fee, as outlined in the Agreement (and indicated, in Clause 3.3.1 in this ITT document). However, the retention of the Tender Security as part payment of

the first installment of the minimum applicable payments shall not create any equities in favor of the winning Bidder till the time final agreement is signed between the winning Bidder and the BCCI.

6.3.2 Other Documents

Each Bidder shall at the time of submission of the Bid submit the following documents:

- (a) Eligibility Letter together with the supporting documents required to be provided as per Schedule 3 of this ITT.
- (b) Affidavit which is to be attested / notarized on Rs.100 stamp paper as per Schedule 4 of this ITT.
- (c) Letter of Financial Bid as per Schedule 5 of this ITT and clause 6.4 of this ITT below.

6.3.3 Preparation of Bid

Only the prime bidders possessing relevant experience and requirements as desired by BCCI are authorized to respond directly to BCCI as per the schedule mentioned elsewhere in this tender. Bidders should submit bids to cover the full scope of services sought by the BCCI as per clauses 2.2 and 2.3 above. Each bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its bid(s), any responses to requests for further information by BCCI and any negotiation with BCCI following receipt by BCCI of the bid(s).

Each bidder must also provide full details of all assumptions made in arriving at the bid value to allow BCCI to assess each bid.

6.3.4 Format and Submission of Bid

- (a) Only the entities which comply with the eligibility requirements set out in Clause 2.5 above are entitled to participate in this tender process and to submit a Bid. Any Bid submitted by any entity that is not eligible as per requirement of eligibility clause, shall stand rejected forthwith (as further set out in Clause 2.5.5).
- (b) The Bidders shall deliver to BCCI the original of the tender documents duly filled in and signed and sealed along with all supporting documents and papers with three exact and legible copies thereof and documents evidencing compliance of Tender Security as provided in Clause 6.3.1 above. The Financial Bid should be sealed in a separate cover as per Schedule 5 and fulfillment of conditions

laid down in Clause 6.3.6. Each bid must be submitted as follows (details available in Clause 6.3.5 below):

- Part A – Submission of qualification marked as *Invitation to Tender – Web Portal Rights Tender – Submission of Qualification*; and
- Part B – Technical/Functional bid marked as *Invitation to Tender – Web Portal Rights Tender – Technical/Functional Bid*.
- Part C – Commercial bid marked as *Invitation to Tender – Web Portal Rights Tender – Financial Bid*.

Each bid must be signed for, and on behalf of, the bidder by the authorized signatory of the bidder.

Each part shall comprise of one set of original bid documents (including duly executed tender letter and the supporting documents) and two copies thereof.

Each of the three sets of bid documents must be clearly marked as 'Original' or 'Copy' (as appropriate). Part A, Part B and Part C above must be sealed in separate inner envelopes and marked as indicated above.

- (c) All parts - Part A, Part B and Part C should then be put together in one outer sealed envelope marked as follows:

Board of Control for Cricket in India
Cricket Centre, Wankhede Stadium,
'D' Road, Churchgate,
Mumbai – 400020 India

Attn of: Lalit Kumar Modi
Chairman BCCI Marketing Sub Committee

Invitation to Tender – Web Portal Rights Tender

- (d) The Tender Documents in sealed covers, as above, shall be delivered by hand in person by an authorized representative of the Bidder to,

Prof. Ratnakar Shetty
Board of Control for Cricket in India (BCCI)
Cricket Centre, Wankhede Stadium,
D-Road, Churchgate, Mumbai – 400020

on **17th December 2007 by 12 Noon**. No tender in torn condition or in unsealed covers will be accepted. No documents will be

accepted past this time and date. All documents must be delivered at the same time and no further documents will be accepted past this time and date.

- (e) Any bid submitted by any other means (including, without limitation, facsimile transmission or electronic mail) will be summarily rejected.

6.3.5 Content of Bid

6.3.5.1 Submission of Qualification

Each tender must contain detailed information and supporting documents relating to:

- a. Area of business of the bidder and if applicable, all members of the consortium;
- b. Ownership structure of the bidder – the bidder shall provide certified true copies of certificate of incorporation, shareholding structure, memorandum and articles of association or partnership deed;
- c. Details of shareholding structures and provision of details of corporate entity / details of the sponsors and of any person who owns more than 10% voting shares in the company;
- d. Financial standing – please provide certified copies of last 3 years audited accounts as also other details as mentioned in Clause 2.5.2 a;

6.3.5.2 Technical/Functional Bid

a. Executive Summary and Organization Structure

The executive summary should provide an overview of bidder's organization and position with respect to developing and hosting a portal in diverse portfolio and primarily in sports sector. A brief description of the unique qualifications of the bidder should be provided followed by the summary on capabilities such as resources and past experience in providing end to end outsourcing solutions.

b. Technical Requirements

Detailed technical requirements are provided in Schedule-8 of the ITT. The same may be filled and submitted by the bidder. The details provided are not exhaustive but indicative and any inclusions needed can be added in a similar format.

c. Functional Requirements

The functional capabilities of the project need to be provided in the format provided in Schedule-7. However if the bidder desires to highlight any additional functional requirement then the same can be added in the prescribed format.

d. Implementation Experience and Capabilities

The bidder needs to provide its product implementation experience preferably in the companies of same size or in the domain of sports. Similar information should be provided for any other partner who the primary bidder may wish to outsource some work. BCCI may choose to meet with the referrals and the bidder will arrange a meeting with the key users and senior management of their client to get independent feed back.

The bidder needs to give a project plan also. This should include detailed time lines, methodology and deliverables. A final plan shall be worked out later along with BCCI.

e. Deviations

All deviations with respect to the requirements / compliance mentioned in this ITT should be listed under this Clause. Deviations may cause "disqualification" and hence care should be taken in seeking avoidable deviation. Apart from the deviations in this Clause it will be assumed that all other requirements, terms and conditions of the ITT would be followed.

6.3.6 Financial Bid

The clarity of the Financial Bid section is the essence of any commercial bid. Bidders are requested to ensure that commercial offer is clear and free from any ambiguity, unnecessary details, terms etc.

Bidders must attempt to provide details of their price proposals, to the extent possible, for:

- Cost Estimate
- Revenue Estimate
- Year-on-year growth forecast over 4 years

The reserve price for the Web Portal rights however, has been fixed by BCCI at US\$ 50 mn over the rights period.

6.4 Bid Fee and Financial Guarantee

(a) In consideration of the grant of a license of the Web Portal Rights, the winning Bidder shall, in accordance with the terms set out in this ITT, pay to BCCI the Bid Fee in accordance with the following:

- (i) The Bid Fee shall be paid in United States dollars or in Indian Rupees (at the exchange rate of US\$ 1 to INR 42)
- (iii) The Bid Fee shall be payable by the winning Bidder in accordance with a payment schedule to be determined by BCCI at their discretion.

(b) The reserve price for the Web Portal Rights is fixed at US\$ 50 mn.

Each Bid Fee shall be denominated in United States dollars or Indian Rupees (at the exchange rate of US\$ 1 to INR 42). BCCI will accept no other currencies.

(c) In the event that no Bid in excess of the applicable Reserve Price is received, then BCCI shall, in their discretion, respond to Bids in any manner it wishes including, but not limited to:

(i) pursuing negotiations (on an exclusive or non-exclusive basis as determined by BCCI in its discretion) with one or more Bidder(s); or

(ii) calling the highest bidders to submit revised or amended Bids; or

(iii) opening one or more additional rounds of selection; and/or

(iv) rejecting all Bids and conducting an entirely new selection or tender process at such a time as BCCI may, in its absolute discretion, determine.

- (d) A schedule of the BCCI Events will be intimated at a later date, which will be no later than 90 days prior to each series or event. It is however clarified that BCCI reserves the unfettered right to revise such schedule without any liability whatsoever to any Bidder. It is further stated and clarified that the Bidder will have no objection to any revision of the schedule made by BCCI.
- (e) Each Bidder irrevocably and unconditionally agrees to provide BCCI (including its successors and assignees) with irrevocable bank guarantees, if he is the winning Bidder, in respect of his obligation to pay the Bid Fee to BCCI upon such terms and conditions as BCCI may in its absolute discretion require and set out in the Agreement.
- (f) All payments to BCCI shall be payable clear of all taxes, deduction and withholdings of whatsoever nature. BCCI would however, provide necessary certificate in the subject matter of applicable Tax laws in India.
- (g) **NECESSARY PERMISSIONS:** All necessary permissions, including and not limited to, from RBI and other permissions from relevant authorities in India / departments of any government shall be taken by the Bidder / successful Bidder.

7. OPENING OF TENDER

Only the entities which comply with the eligibility requirements set out in Clause 2.5 above are entitled to participate in this tender process. Any bid submitted by any entity that is not eligible as per requirement of eligibility clause, shall stand rejected forthwith. Thereafter, only eligible submissions of technical bids will be opened by the duly authorized representatives of the BCCI in presence of the authorized representatives of all qualified bidders.

- Opening of technical bid:
 - The sealed envelopes containing the technical bid will be opened and the contents will be cross checked to establish the responsiveness of the bid as per Schedule-8.
 - The bids meeting the criteria for responsiveness shall only be evaluated further for the commercial bid.
- Opening of the commercial bid:
 - Envelope of the commercial bid of technically qualified vendors will be opened as per the date and time mentioned in this ITT.
- Those bidders who do not qualify will be returned their commercial bid envelopes. The sealed envelopes containing the commercial bids of the qualifying bidders shall be opened in front of the authorized representatives of the qualifying bidders only.

Further,

- (a) The representatives of the Marketing Committee will determine submissions of Eligibility including the submission of the Tender Security on the **17th of December 2007**,
- (b) Thereafter, only eligible Submissions of Financial Bids will be opened by the duly authorized representatives of the Marketing Committee in the presence of the authorized representatives of all qualified Bidders on **17th December 2007**, in Mumbai when the Bidders are required to be present at the Board of Control for Cricket in India (BCCI), Cricket Centre, Wankhede Stadium, 'D' Road, Churchgate, Mumbai – 400020.

8. SELECTION OF THE WINNING BID(S)

In respect of the Web Portal Rights package, although BCCI is not in any way obliged to select the Bid which is the highest as the winning Bid, it is the intention of the BCCI to select either the bid which is the highest or the bid that fulfils the all the requirement to the maximum.

8.1 Finalization of the portal operator and interview with key members

The vendor will be finalized based on the evaluation criteria decided by the selection team. BCCI reserves the right to reject in part or full, any or all bids without assigning any reason whatsoever. Specifics of the evaluation criteria and the results will be confidential. Bids with duly filled annexure will be considered valid for evaluation.

BCCI may at its discretion decide to interview key members in order to assess their skills, knowledge, relevant experience, qualification, suitability and fitment to the BCCI requirements. Therefore a brief resume of the members may be provided.

8.2 Presentation to the Selection team

The vendor shall be asked to make a comprehensive technical cum functional presentation to the selection team explaining following details:

- Organizational details, main roles & responsibilities - The vendor should detail their internal organization and main roles and responsibilities.
- Credentials, Reference sites - The vendor should give a list of references including client name and hosting description.
- Functionality coverage with respect to the requirements mentioned here or otherwise
- Implementation approach
- Project phasing
- Proposed Project plan
- Project team size, role, experience and responsibility
- Business continuity plan – The proposal should indicate the procedure in case of damage due to natural calamities or other disasters.
- Technical and Financial features of the site.
- Projected Net Revenue detailing sources of Revenue and Cost
- Any additional obligation or support required from BCCI.
- Any other rights required for operations of the site apart from the ones mentioned in the ITT
- Any other relevant details

8.3 Notification of Award of Contract

- The winner of the bid will be notified by BCCI within **3 hours** after opening the commercial bid.
- The notification will be made in writing by BCCI and the vendor has to respond within **3 days** of receiving the notification.
- The winning bidder shall be issued a letter of acceptance and the agreement.

9. GENERAL

- (a) No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document or any other information at any time made available to the Bidder is given by BCCI or any person claiming any right or authority is expressly excluded.
- (b) In furnishing this invitation, BCCI does not undertake or agree to or acknowledge any obligation to provide to the Bidder any additional information or any roving queries or to update this ITT or to correct any inaccuracies, which may become apparent.
- (c) Neither the issue of this ITT nor any part of its content is to be taken as any form of commitment or acknowledgment on the part of BCCI to proceed with any Bid or any Bidder and BCCI reserves the unfettered right to annul, terminate, reject any Tender or vary or terminate the tendering procedure at any time or stage without giving any reasons.
- (d) BCCI reserves the unfettered right and absolute discretion at any time and without any liability whatsoever to any Bidder:
 - (i) To cancel the entire tendering process at any stage prior to execution of binding Agreement without giving any reasons. In any event of such cancellation, the Tender Securities shall be refunded without interest within 7 days from the date of such cancellation; or
 - (ii) To amend, vary, waive and/or modify any or all of the terms and conditions of this ITT (including the Agreement) without any reason or prior notice whatsoever being provided to any Bidder.
- (e) BCCI shall, in no circumstances, whatever, including without limitation, be responsible or liable in any manner or mode by whatever name called or described for any costs or expenses whatsoever incurred or any loss whatsoever suffered in connection with or in consequence of the preparation or delivery of any Bid, or compliance with or with a view to compliance with any of the requirements of the ITT by any Bidder in the subject matter or of any departure from any of the provisions/ conditions of the ITT.
- (f) Any concealment of material fact shall lead to disqualification of the Bidder and BCCI reserves the right of forfeiture of the Bidder's Tender Security.

- (g) Grant of right shall be subjective of entering into a binding Agreement and not otherwise.

10. ACKNOWLEDGEMENT OF ITT

The Bidder shall be deemed to have duly considered all terms of this ITT and acknowledge that it intends to submit a Bid in accordance with the provisions of this ITT having accepted the terms and conditions as have been incorporated herein and / or BCCI through any Addendum (s) may incorporate that.

11. THE AGREEMENT

By submitting a Bid, each Bidder irrevocably and unconditionally accepts the terms and conditions of the tender process as set out in this ITT (including all terms and conditions of the Agreement set out in Schedule 6). Each Bidder further irrevocably and unconditionally agrees that BCCI reserve the unfettered right to make amendments to the Agreement of any nature whatsoever, and accordingly agrees to execute the Web Portal Rights Agreement (by signing and sending in the Agreement) within 24 hours of being notified as the winning Bidder.

It may be noted that BCCI's selection of the winning bid would qualify as automatic acceptance on the bidder's part, failing which BCCI reserve the right to forfeit the Tender Security, and award the rights to the next highest preferred bidder.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This ITT shall be governed by and construed strictly in accordance with the laws prevailing in India and shall be subject to the exclusive jurisdiction of the courts of Mumbai.

All or any dispute or difference in respect of or arising out of or related to or otherwise of whatsoever nature touching any issue provided in this ITT or otherwise by and between the parties shall be exclusively referred to ARBITRATION for resolution by an arbitration panel comprising three arbitrators, one to be nominated by the Counter party and another by BCCI and the third Presiding Arbitrator shall be nominated by the said appointed two arbitrators and the proceedings shall be governed in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and any amendment or replacement thereof as prevailing in India

and all sittings shall be held at Mumbai, India which shall have exclusive jurisdiction to try and entertain the proceedings. The language of the proceedings shall be in English and the arbitrators shall be duty bound to make and publish the final award within two months, unless otherwise mutually agreed. The Arbitral Award shall be conclusive and binding on both parties. Neither party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute emanating out of the interpretation, implementation or otherwise of the tender document or the Agreement. No proceedings for Arbitration would be initiated until and unless the party so aggrieved has issued a notice in writing to the other party calling upon him to rectify the alleged breach or otherwise. The party shall give at least 7 days notice to the other party to reply or to take corrective action before initiating the ARBITRATION proceedings.

13. CONDITION PRECEDENT

The submission of any Bid to and the consideration thereof by, BCCI is expressly conditional upon the Bidder and, in the case of a Consortium Bid, each member of the relevant Consortium, irrevocably assigning to BCCI, free of charge, all right, title and interest in, and to, any and all:

- (a) Trademarks, emblems and devices (including all registrations and Applications for registration in relation thereto) relating to any past or future BCCI Events, on the terms set out in the Eligibility Letter.

14. ACCEPTANCE OF TERMS AND CONDITIONS

Each Bidder irrevocably and unconditionally accepts and agrees that by submitting a Bid:

- (a) It agrees to be bound by the terms, conditions and obligations set out in this ITT together with such other terms and conditions as BCCI may, in its sole discretion, require and which will be included in the Agreement; and
- (b) It has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome), of this ITT

15. NO WARRANTIES, REPRESENTATIONS OR UNDERTAKINGS

This ITT is provided solely by way of explanation only and does not contain any warranties, representations or undertakings whatsoever upon which any person may rely, or seek to initiate or substantiate any legal

action, against BCCI and/or its associates or their respective agents, employees and/or representatives.

16. INSURANCE

The successful bidder shall arrange for an insurance policy pertaining to the portal infrastructure and cover for any losses against natural calamities, disasters or, any other envisaged mode of losses. The responsibility of paying the premium for such a policy shall also lie with the bidder. BCCI will be provided details of such policy and an update on renewal of the same for the rights period.

17. ACCURACY OF ITT

BCCI have taken all reasonable care to ensure that this ITT is accurate in all material respects at the time of publication. Notwithstanding the foregoing, all information contained herein is subject to amendment and/or variation by BCCI at any time and without any reason and/or prior notice being given to any Bidder or any recipient of this ITT. Accordingly, each Bidder and recipient of this ITT shall be responsible for verifying the accuracy of all information contained in this ITT and for making all necessary enquiries prior to the submission of its Bid. Neither BCCI nor any of its associates nor any of its respective agents, employees or representatives will be liable for any claims, loss or damages suffered by any Bidder, prospective Bidder or other recipient of this ITT as a result of reliance on any information contained herein, or otherwise.

18. CONFIDENTIALITY

Each Bidder agrees not to disclose any Confidential Information to any third party without the prior written consent of BCCI, nor make any press announcement or other statement relating to its Bid(s), Agreement or its discussions or negotiations with BCCI in relation thereto.

19. AMENDMENTS AND WITHDRAWAL OF ITT

BCCI may, in its sole discretion and without any liability whatsoever to any Bidder or any recipient of this ITT, amend, alter and/or modify any or all of the provisions of, and/or withdraw in its entirety, this ITT at any time and without any reason and/or prior notice being given to any Bidder or any recipient of this ITT.

SCHEDULE 1

GLOSSARY OF TERMS

Agreement or Web Portal Agreement means the written agreement to be entered into between BCCI and the successful Bidder setting out the terms and conditions upon which the successful Bidder is granted a license of the Web Portal Rights on an exclusive basis for exercise and/or exploitation during the Rights Period. The excluded rights are not part of this tender.

Audiovisual Coverage means any and all audio-only, still and moving visual-only and audiovisual material, data and textual material (including, without limitation, the Feed, Audio Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events.

BCCI means the Board of Control for Cricket in India.

BCCI Archive Materials means all past BCCI Footage and all future BCCI events 72 hours after they are broadcast live.

BCCI Events mean all events such as international (featuring the Indian team on home soil and at overseas, neutral venues) / domestic cricket matches and/or, functions / ceremonies organized by BCCI.

BCCI Mark means the official BCCI emblems including any foreign translations and any permutations and derivations thereof.

BCCI Network Logo means the BCCI logo, which would be incorporated on all BCCI Feed material on the top left hand side of the screen.

BCCI Signature Tunes and Official Music shall have the meaning defined by BCCI at its discretion later.

BCCI Sponsor(s) shall mean all BCCI licensees, Team sponsors, Ground Sponsors, Title sponsors and all future sponsors, which may get the sponsorship assigned by BCCI from time to time for any sponsorship assignments during the term.

BCCI Website refers to the web portal for which this ITT has been floated.

Bid means a written offer to acquire a license of the Web Portal Rights for exercise and/or exploitation in the Territories during the Rights Period and which is submitted to BCCI subject to, and in accordance with, the terms and conditions of this ITT. This will not include excluded rights.

Bidder means any entity which submits a Bid or Bids to BCCI in response to this ITT.

Bid Fee means, in respect of a Bid, the monetary amount offered by the relevant Bidder in consideration of the grant by BCCI to such Bidder of a license of the Web Portal Rights for exercise and/or exploitation in the Territories during the Rights Period.

Branding Guidelines means those regulations, restrictions and limitations issued from time to time by, or on behalf of, BCCI relating to the use and reproduction of the official titles of each BCCI Event, the BCCI Event Marks and third party marks, logos and devices.

Broadband Internet Rights means the rights for digital transmission of BCCI network programmes by way of any telecommunication system utilizing TCP/IP protocols and/or related protocols and bandwidth suitable, in BCCI's opinion, for high quality, clear and continuous reception of moving sports images and which transmission is intended for reception only by means of a computer, and Television which is directly connected to the Internet. The bidders will be required to employ Geo Blocking and Digital Rights Management technologies to ensure that they deliver these programmes only in their territory directly to their subscribers. For avoidance of any doubt, transmission over cable system to multi homes is strictly prohibited. Likewise receiving on a mobile telephone is prohibited.

Broadband Internet Transmission means (i) the transmission of Audiovisual Coverage (or any part thereof) by way of any telecommunications system utilizing TCP/IP protocols and/or related protocols and bandwidth for high quality, clear and continuous reception of moving sports images; and (ii) the reproduction of any and all still images, data and textual material of, and/or relating to, the BCCI Events on any Internet website. The specific rights granted here are as per Clause 3 of this ITT.

Broadcaster refers to any entity, which is primarily engaged in the business of broadcasting and/or transmitting from within, and in accordance with the laws of, the Territories (or any part thereof) as on date of issuance of this ITT any live sporting events on Television and/or radio channels and/or programming for reception by the general public (whether on a Free or Pay basis) on Television sets and/or conventional home/radio receivers in the Territories (or any part thereof), but excluding any entity which merely facilitates such broadcasts or transmissions (including, for example cable operators and satellite operators). For avoidance of any doubt, any determination made by BCCI in this respect shall be final and binding on all bidders.

Broadcaster Guidelines means those regulations, restrictions and limitations issued from time to time by, or on behalf of BCCI relating to production, distribution and transmission of audiovisual programming or coverage of the BCCI Events.

Cable Transmission means the transmission of any audio-only or moving image visual only and/or audiovisual material, data and textual material by way of coaxial, fiber-optic or any other form of cable, or by means of microwave dish systems, but excluding Broadband Internet Transmissions.

Ceremony means the prize giving function at the conclusion of any BCCI event – it could be an ODI / Test match / domestic match in any format.

Confidential Information shall have the meaning ascribed to it in Section 2 of the Eligibility Letter.

Consortium shall have the meaning ascribed to it in Section 2.5.2(b), and "Consortia" shall be construed accordingly.

Consortium Bid(s) shall have the meaning ascribed to it in Section 2.5.2(b).

Eligibility Letter or **Letter of Eligibility** means the letter to be submitted by each Bidder in the format provided in Schedule 3 of this ITT.

Event Marks mean, in relation to each BCCI Event, BCCI's standard two-dimensional graphic representations of the official emblems including any foreign translations and any permutations thereof.

Excluded Events mean all International Cricket Events (e.g.: ICC events, ACC events, etc) taking place during the Rights Period that are not owned by BCCI exclusively.

Excluded Rights shall have the meaning ascribed to it in clause 3.6.

Feed means the live and continuous international broadcast quality moving image video signal of each BCCI event, and Ceremony incorporating slow motion replays, titles and any graphics selected by BCCI, with International Commentary in English, and with integrated international ambient sound and audio on a separate track, which is to be produced by the Production Company on its behalf. The graphics contained in the Feed shall be of a number, size, appearance and purpose as may be determined by BCCI in its sole discretion and may integrate copyright notices, trademark legends and references to the BCCI's official website, the BCCI Marks, and the Event Marks, in each case as BCCI may, from time to time, reasonably specify and/or require. The feed will carry the BCCI Network Logo on the top left hand side of the screen and each licensee will be required to carry that on all its feeds to the television by all means of

transmission without blocking it in any manner whatsoever. Basic Feed means the live pictures feed without graphics, Multi Feed means the multilateral Feed, also known as World Feed with graphics, Additional Feeds means additional images an/or interactive feeds and/or HDTV feed generated by BCCI, Unilateral Feed/Coverage means Television Coverage generated by a licensee, Audio Feed means English language commentary track and ambient sound + music audio track.

Free means any service or channel (or package of services or channels) which may be viewed by all recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for general reception of, or access to, such service or channel (or package of services or channels).

Highlights mean any edited recorded segment(s) or extract(s) (whether still or moving) of the Audiovisual Coverage.

Host Broadcaster means the entity - The BCCI

Indian Entity means any entity the majority (more than 51%) of voting rights and/or shares of which are, for the period of not less than 1 year prior to the date of issuance of this ITT and as at the date on which the Agreement is signed by the BCCI, beneficially owned and/or controlled by any Indian domiciled individual(s) and/or any other entity the majority of voting rights and/or shares of which are beneficially owned and/or controlled by any Indian domiciled individual(s).

Intellectual Property means all copyright and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

ITT means this Invitation to Tender document together with all Schedules and Exhibits.

Languages shall have the meaning ascribed to it in clause 3.8 and "Language" shall refer to any one of the Languages.

Letter of Financial Bid means the letter to be submitted by each Bidder as per Schedule 5 and clauses 6.3.6 of this ITT.

Licensee means any entity to which the successful Bidder grants a license of the Media Rights (or any part thereof) for exercise in the relevant Licensed Territories (or any part thereof) pursuant to a Media Rights Agreement

Licensed Web Portal Rights means the Portal Rights (or any part thereof) a license of which is granted to a Licensee pursuant to a Web portal Rights Agreement.

Licensed Territory means the country or countries in the Territories in respect of which a Licensee has been granted a license of the right to exercise the relevant Licensed Web Portal Rights pursuant to a Web Portal Rights Agreement, and "Licensed Territories" shall be construed accordingly.

Matches means the cricket matches forming part of, and comprising, the BCCI Events; and "Match" shall refer to any one of the Matches.

ODI(s) means One Day Cricket Match (es).

Official Film Rights mean all rights to create, produce and/or transmit (in any media whatsoever) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, BCCI or any of the Competitions and/or other BCCI Events.

Pay means any service or channel (or package of services or channels) which may only be viewed by recipients on payment of a fee or other charge (other than fees or taxes imposed by any state or local government (or agency thereof) for access to, such service or channel (or package of services or channels)), but excluding any Pay-Per-View and Video-On-Demand services.

Pay-Per-View means any transmission over the internet of a programme or package of programmes in respect of which, (i) a charge or charges are levied on a per programme, per occasion, per day (or other period) per viewer or per package of programmes basis (which charge(s) shall be in addition to any subscription fees or charges paid by viewers in consideration for the right to view the particular service or channel of which the transmission forms part); and (ii) the time for each such transmission is designated by the provider of that transmission (and not by the viewer).

Public Exhibition Rights mean all rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials) of, and/or relating to, any of the Competitions and/or the Other BCCI Events (or any part thereof) for exhibition to an audience by means of any Television Set and/or conventional home and personal radio receiver located anywhere in cinemas, stadia, construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling hotels, bars, restaurants and offices; and all rights to exploit any and all commercial

opportunities (including, for example, entrance fees, sponsorship merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, the transmission of such material.

Rights Period means, in relation to the proposed Web Portal Rights agreement, the period commencing for 4 years from the date of signing the agreement.

Satellite Transmission means the analog or digital transmission of audio material and/or still or moving visual or audiovisual material by means of a satellite system whereby such signal is initially transmitted to a satellite situated beyond the Earth's atmosphere and is subsequently retransmitted by transponders or similar devices for reception by a satellite dish and decoding at the place where the viewer will view such transmission and which transmission is intended only for reception on television sets.

Schedule of Conditions means the terms and conditions set out in Schedule 2 hereof.

SMS means text message or mms messages generated through a mobile/cellular telephony device using mobile telephony protocol.

Tender Security means the interest free security deposited by each Bidder as provided in clause 6.3.1 of this ITT.

Terrestrial Transmission means the analog or digital transmission of audio material and/or still or moving visual-only or audiovisual material by means of wireless telegraphy signals transmitted by fixed land-based transmissions stations and which are solely intended for reception only on standard television sets only.

Territories means all the countries in the world, and "**Territory**" shall refer to any one of the Territories.

Unilateral Commentary means, in respect of a Match or Ceremony, the contemporaneous verbal account and description of such Match or Ceremony produced by or on behalf the host broadcaster

Unilateral Coverage means any moving image visual-only and/or audiovisual material of any element of, and/or relating to, any Match or Ceremony that is produced by, or on behalf of the host broadcaster

Venue means, in respect of a Match or Ceremony, the stadium, ground or place at which such Match or Ceremony is to be played or staged together with all areas reasonably required for the exercise of the Media Rights only in so far as these are owned and/or controlled by BCCI, always to the extent that such areas are within the control of BCCI (including, but not limited to, the pitch where play

takes place, the areas surrounding the pitch, the stands, passageways, walkways, staircases, lifts, bars, toilets, boxes, gantries, walls, windows, seats, boundaries, floodlights, media facilities, electronic scoreboards and replay screens, roofs, shops, car parks and other areas in and around the stadium grounds or places and airspace above these static or moving objects outside such stadium, ground or place; any security perimeter established by, or on behalf of, BCCI and other land forming part of such stadium, ground or place); and any other areas notified in writing to the Licensee by BCCI, and "Venues" shall be construed accordingly.

Video-On-Demand means any transmission over the internet of a programme or package of programmes in respect of which the time for each such transmission is designated by the viewer and not from a selection of viewing times scheduled by the provider of that broadcast or transmission (whether or not a charge or charges are levied in respect of such transmission). Which transmission is intended only over the internet.

Web Portal Rights shall have the meaning ascribed to it in Clause 3 of this ITT.

Working Day means any day excluding Saturday, Sunday and public holidays in Mumbai, India.

SCHEDULE 2

SCHEDULE OF CONDITIONS

1. Use of Existing Content

In relation to the exercise of the Web Portal Rights (or any part thereof), the Licensee shall ensure that,

- i) Access to the content is restricted to the licensee only and the same should, under no circumstance, be provided to any third party without prior approvals from BCCI
- ii) The licensee would be required to explain the content strategy to BCCI management and secure approvals before making the content available for viewing of users

2. Overspill and Protection of Mobile and other excluded Rights.

2.1 The Licensee must:

(a) Employ all commercially available means to BCCI's satisfaction to ensure that its transmission of matches over live broadband internet are not capable of reception on Mobile Devices.

(b) Ensure that no trailer, advertisement or promotion which is made available by, or on behalf of, or with the authority of, the Licensee will expressly or impliedly represent that any of its transmissions of Audiovisual Coverage is available for reception on Mobile Devices.

2.2 The Licensee shall, at its own cost and expense, comply with all requests from BCCI in relation to any overspill and piracy issues including, without limitation, providing all assistance required by BCCI in any proceedings relating to the same and/or by responding diligently to any requests by BCCI to institute further measures to protect against overspill and piracy. Further, it is imperative that the licensee uses the services of specialized agencies on an ongoing basis to monitor the portal so as to prevent content piracy and infringement of any of the rights granted by BCCI

2.3 Notwithstanding Paragraphs 2.1 and 2.2 above, BCCI will not be in breach of any Web Portal Rights Agreement if transmissions of the Audiovisual Coverage and any other audio-only and audiovisual material relating to the BCCI Events by other BCCI broadcast licensees, which originate outside the Territories are received within the Territories.

3. BCCI Branding and Promotion

The Licensee shall ensure and use the full official title of each BCCI Event, and BCCI Event Marks, including BCCI logo on the official Web site of BCCI as developed and designed by the Licensee on screen at all times (and in all advertising and promotion of such transmissions) and shall not use any other title, marks or representations in relation to the BCCI Events without BCCI's prior written consent (such consent not to be unreasonably withheld).

All content and matter, including advertisements but not limited to the same, pertaining to the BCCI portal must be necessarily approved by BCCI prior to hosting on the web site.

4. Trademark Protection

(a) The Licensee shall comply with BCCI's rules and guidelines relating to copyright notices and/or trade mark legends published from time to time which shall include, without limitation, obligations to utilize any appropriate copyright notices and/or trade mark legends.

(b) Other than as expressly permitted by BCCI, the Licensee shall not, whether during or after the Rights Period, use and/or adopt any name, mark or other indicia which, in BCCI's opinion:

- i. Identifies with BCCI, any of its affiliates or any Cricket competition or event organized by or under the auspices of BCCI; or
- ii. Associates the Licensee and/or any of its products or services with BCCI, any of BCCI's affiliates or any Cricket competition or event organized by or under the auspices of BCCI.

(c) Other than as expressly permitted by BCCI, the Licensee shall not, whether during or after the Rights Period:

- i. Adopt, use or reproduce in any media whatsoever (including, without limitation, as any Internet domain name), or apply for trademark registration in respect of, any of the BCCI Marks, BCCI Event Marks or legal names that are owned, controlled or used by BCCI or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organized by, or under the auspices of, BCCI), or any symbol, emblem, logo, mark or designation

which, in BCCI's reasonable opinion, is similar to, or is a derivation or colorable imitation of, any of the BCCI Marks, BCCI Event Marks or such legal names; and

- ii. Whether directly or indirectly, do, nor permit to be done, any act which would, or may, invalidate or challenge the trademark registration (including applications therefore) of, or invalidate, challenge or dilute BCCI's right, title and interest to, any of the BCCI Marks, BCCI Event Marks or legal names that are owned, controlled or used by BCCI or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organized by, or under the auspices of, BCCI).

5. Intellectual Property

- (a) All Intellectual Property (including, without limitation, copyright) that subsists in the Web Portal (including transmissions and recordings thereof by the Licensee) shall be owned by BCCI for the full term of copyright.
- (b) The domain IP rights, viz. the portal name will be owned by BCCI
- (c) The Excluded Rights and any other rights not included within the Web Portal Rights are expressly and unconditionally reserved to BCCI for its own unrestricted use, exploitation and benefit, and Licensees shall not, permit any person to, assert, represent or claim that they have any right, title or interest whatsoever to any of the same other than the limited license granted pursuant to a Media Rights Agreement.

6. Content Syndication

The Licensee may grant to third parties access to content on the portal through established means of content syndication with the sole purpose of augmenting revenues for the portal. However, all such content syndication agreements must necessarily be approved by BCCI and it is contingent upon the licensee to ensure that the party using such content complies with the territorial laws and also employs means and mechanisms to prevent content piracy and infringement of BCCI rights being provided.

7 General Obligations

- (a) The Licensee must ensure that the Licensed Web Portal Rights (including, without limitation, the transmission of the Audiovisual Coverage) are exercised in full compliance with all applicable laws and regulations of the relevant Licensed Territory including, without limitation, local laws relating

to the television and radio coverage of designated events of major importance to society (if any). The Licensee must further ensure that all applicable authorization, licenses, permits waivers and clearances necessary for the lawful exercise of the Licensed Web Portal Rights in the Licensed Territory are obtained and maintained throughout the duration of the Rights Period.

- (b) In exercising and enjoying the Licensed Web Portal Rights, the Licensee shall not do, nor permit to be done, anything that prejudices, or may prejudice, BCCI and/or its interests, the sport of Cricket, and/or the BCCI Events.

SCHEDULE 3

LETTER OF ELIGIBILITY

[To be typed on bidder's Letterhead]

[Date]

[BCCI Address]

Dear Sirs

INVITATION TO TENDER - BCCI EVENTS – WEB PORTAL RIGHTS – SUBMISSION OF ELIGIBILITY

We, [name]¹, acknowledge receipt of the Invitation to Tender dated [date] ("ITT"), and fully understand and accept the terms, conditions and procedures set out therein. In accordance with the requirements of the ITT, we hereby submit an irrevocable and unconditional offer to acquire the Web Portal Rights (the "Bid") in accordance with the terms of the ITT.

We confirm that:

- Each element of this Bid has been formulated with regard to, and with a view to successfully achieving, the aims and objectives of BCCI as set out in the ITT;
- We accept the terms, conditions and requirements without any reservations or amendments contained in the Schedule of Conditions and agree that they will, if required by BCCI, be reflected in an Agreement in the event that the offer contained in this Bid (as may be amended by agreement with BCCI) is accepted by BCCI; and
- No element of this Bid is conditional upon any event, fact or circumstance other than the acceptance by BCCI of the offer contained in this Bid.
- We confirm and acknowledge that excluded rights as defined in the ITT are not part of the bid.

Capitalized expressions used in this Bid shall have the same meaning ascribed to them in the ITT

Unless otherwise expressly defined in this Bid.

¹ Please provide the full name of the Bidder. In case of a Consortium Bid, provide full name of each member of the consortium.

1. INFORMATION RELATING TO BID EVALUATION

Please provide full details and supporting documents (where applicable)

1.1 Corporate Structure of the Bidder²

- a) Incorporation Date, Place and Number of the Bidder [the bidder shall provide certified true copies of certificate of incorporation, memorandum and articles of association or partnership deed];
- b) Details of shareholding structures and provision of details of corporate entity / details of the sponsors and of any person who owns more than 10% voting shares in the company;
- c) Details of the Directors and senior management responsible for Licensing activities;

1.2 Financial Standing

1.2.1 Details of Net Worth of the Bidder as on

1.2.2 Details of annual turnover as per the latest audited financial statement.

We have attached the following supporting documents:

- a) Certified copies of last 3 years audited accounts;
- b) Net Worth Certificate, duly certified by a Chartered Accountant certifying the "Net Worth" of the Bidder.

1.3 Details of Tender Security

We have submitted to the BCCI the requisite Tender Security as per Section 6.3 of the ITT, the details of which are provided below:

Name of Bank:

Number and Date of the Bank Draft

Amount:

1.4 Evaluation of respective parameters

² The information required hereunder should also be provided in relation to each member of the consortium.

We warrant and represent that we are a:

a) Digital Media Company – Means any entity, which is primarily in the business of developing and delivering digital content over online portals. Vendors with strong credentials in entire digital value chain would be preferred.

b) IT Solutions Company – Means any entity or a group of companies which has the required capabilities and infrastructure to build and operate BCCI portal as per BCCI functional and technical specifications and the service levels laid down by BCCI.

1.5 Terms of Consortium Arrangements, if applicable

Where the Bid is submitted by a Consortium the relevant terms of the Consortium arrangement must be provided herein, without limitation, any division or allocation of the Territories, the Media Rights or any transmissions of programming relating to the BCCI Events.

2. CONFIDENTIALITY

“Confidential Information” means all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions and negotiations between BCCI and the bidder relating to this Bid and/or any Agreement, the fact that the parties are discussing and/or negotiating this Bid and/or any Agreement and the status of those discussions or negotiations, the existence, nature and terms of this Bid, or any subsequent negotiations, agreements or arrangement relating thereto, and all information (whether of a technical nature or otherwise) relating to the business or affairs of BCCI (or its Commercial Partners, or associated or subsidiary entities) as may be communicated to us during the tender process and any subsequent negotiations.

We agree to keep confidential, and shall not disclose to any person (including, without limitation, the press and media), any and all Confidential Information which has been, or may be, disclosed to us by, or on behalf of, BCCI except insofar as the Confidential Information:

- i. Is required by a person employed or engaged by us in connection with the preparation of our Bid(s) or the negotiation or proper performance of the Agreement; or
- ii. Is required to be disclosed by law or by applicable regulation, or any valid order of a court of competent jurisdiction, or at the request or direction of any governmental or regulatory authority or agency. Without prejudice to the foregoing and unless BCCI chooses otherwise, we covenant with, and undertake to, BCCI that no announcement or statement howsoever relating to our Bid(s), the Agreement or our discussions or negotiations with BCCI in relation thereto shall be made by us, or on our behalf, without the prior written approval of BCCI (such approval to be given or withheld at BCCI's sole discretion). Any disclosure of Confidential Information permitted under this Paragraph 2 shall be in confidence, and shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties. We shall procure that all such persons are aware of, and comply with, such obligations of confidentiality.

We hereby undertake to BCCI to use the Confidential Information solely in connection with the preparation of our Bid(s) and not otherwise for our own benefit or the benefit of any third party.

3. GENERAL

We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this Bid, any responses to requests for further information by BCCI and/or its associates and any negotiations with BCCI and/or its associates following receipt by BCCI of this Bid (whether or not any Agreement is entered into by us).

We warrant, represent and undertake to BCCI and its associates that:

- a) The information contained in this Bid and otherwise provided to BCCI and/or its associates during the tender process is, and shall be, complete and accurate in all respects and is not, and shall not be, false or misleading in any way; and
- b) If, following submission of this Bid there are any changes in our circumstances that may affect any of the information contained in this Bid, we shall promptly notify BCCI in writing setting out the relevant details in full.

4. GOVERNING LAW AND ARBITRATION

We acknowledge and agree that our Bid and the entire tender process shall be governed by, and construed in accordance, with the laws of India.

Any disputes arising in connection with our Bid and the tender process (or any part thereof) shall be resolved in accordance with clause 12 of the ITT.

For and Behalf of ³

Name

Designation

Date

³ To be signed by the Bidder and each Consortium Member, if applicable

SCHEDULE 4

AFFIDAVIT

TO BE ATTESTED/NOTARIZED ON YOUR COMPANY'S LETTERHEAD

AFFIDAVIT

I, [Name of Authorized Representative], [Designation of Authorized Representative] of [Name of Bidder] having my office at [Address] do hereby declare solemnly affirm and state as follows:

1. I solemnly state and declare that I am providing the true and correct details of the Bidding Company for the purpose of the Tender as required by the Invitation to Tender.
2. I state that the contents of the bid, affidavit is true and correct to the best of my knowledge based on the original records maintained by the company. I further declare that no material information has been concealed.

List of Annexure:

Solemnly affirmed at _____

On this _____ day of _____

SCHEDULE 5

LETTER OF FINANCIAL BID

[To be typed on bidder's Letterhead]

[Date]

[
BCCI Address]

Dear Sirs

INVITATION TO TENDER - BCCI – WEB PORTAL RIGHTS – FINANCIAL BID

Further to our Submission of Qualification for the BCCI Invitation to Tender for the Web Portal Rights for BCCI Events, and upon us being declared as a qualifying bidder by the BCCI, we hereby submit our Financial Bid on the following financial terms.

1. Bid Fee

We hereby are submitting our Bid for [**AMOUNT IN USD OR, INR**]

2. Schedule of Payment

We acknowledge and agree that the Bid Fee will be paid in installments in accordance with a payment schedule to be determined by the BCCI in its sole discretion if BCCI accept our offer in this Bid. However, we propose, for BCCI's consideration, that the aggregate Bid Fee be paid in the following installment(s) and on the following date(s):

[Schedule]

3. BANK Guarantee

Should we be declared as the winning Bidder, we irrevocably and unconditionally agree to provide BCCI (including its successors and assignees) with irrevocable bank guarantees in respect of the winning Bidder's obligation to pay the Bid Fee to BCCI upon such terms and conditions as BCCI may in its sole discretion require and set out in the Agreement.

4. Net Payment

All payments to BCCI shall be payable clear of all taxes, deduction and withholdings of whatsoever nature.

For and Behalf of⁴

Name
Designation
Date

⁴ To be signed by the Bidder and each Consortium Member, if applicable

SCHEDULE 6

WEB PORTAL RIGHTS AGREEMENT

[ATTACHED AS SEPARATE DOCUMENT]

SCHEDULE 7

FUNCTIONAL REQUIREMENTS

Post Production Systems (Video/Audio Content)

Item	Compliance (C, P or N)	Description
Ingest/Encode		
1.1		<p>Physical element/tape and converting media into a file format. Support for following type of content required at this point. Service Provider should work on extending the capabilities as more formats and client devices becomes available</p> <ul style="list-style-type: none"> ○ DCT video tape to DVD writable GDMX format ○ MPEG 2 (DVD or media files) ○ Negative/ Positive reel ○ VHS ○ Metadata ○ Subtitle text files ○ Audio MP3 files ○ H264 ○ VCI
1.2		<p>Quality control of the externally acquired content in the following parameters</p> <ul style="list-style-type: none"> ○ Physical quality (e.g. no physical deformation, scratches on film) ○ Video and audio synchronization (and/or proper sync marks on negatives) ○ In and out points are marked (when multiple episodes are on one tape) ○ No frame jerks, waves or skips ○ Aspect ratio ○ Frame and bit rate ○ Pixilation ○ Noise ○ Jitter ○ Audio levels and distortion ○ Luminescence and chrominance ○ Missing reels (if applicable) ○ Title / episode matches content ○ Metadata is provided and correct (when required by contract)
1.3		FTP File Delivery Ingestion
1.4		Live Content Ingestion (Satellite Feeds)

Item	Compliance (C, P or N)	Description
1.5 Support for batch ingestion in case of on-Demand content (non-Live)		
2. Live Feeds		
2.1 Ability to record live satellite feeds (permitted scenarios)		
2.2 Ability to encode the live feed and publish to the content delivery network in real time.		
3. Transcode		
2.1 Ability to convert digital content from one format to another.		
4. Compression		
4.1 Ability to compress by removing only enough redundancy so that original data can be recreated exactly as it was (in which the true integrity of the image is maintained)		
4.2 Elaborate the compression techniques in use		
5. Watermarking		
5.1 Watermarking – Ability to embed a digital signal, text, or image onto audio or video files, which may contain information and proof of rights and BCCI Company ownership of content		
6. Forensic		
6.1 Ability to track the leakage of pirated material and analyzing the clues and evidence for the origin of the leak		
7. Content Editing & Authoring tool		
7.1 Picture Editing		
7.2 Sound Stage Support (Mixing)		
7.3 Sound Editing		
7.4 Film Scanning		
7.5 Color Correction		
7.6 DVD Authoring		
7.7 PPV/VOD Authoring		

Content Management System

Item	Compliance (C, P or N)	Description
1. Content Administration Module		
1.1 Ability to create user profiles and administrative rights for the users of the system		
1.2 Ability to defines roles and associated access control		

Item	Compliance (C, P or N)	Description
1.3 definitions in the system Configuration management of the content elements and the various versions of the content elements		
2 Content Workflow & Scheduling		
2.1 Ability to set content review and approval process based on the content type (Live Video/On-Demand Video/Text/Gaming/Wallpapers)		
2.2 Ability to publish content to the content portal on approval		
2.3 Ability to manage the life cycle of content in the portal. Starting from publishing to retirement and further archiving		
3 Content Metadata & Search		
3.1 The content should be searchable based on the attributes like match played date, country, players, results, content format.		
3.2 The search should have the capability to rate and present the most relevant results to the user		
3.3 Search should be able to distinguish between paid content and free content when displayed to the end user		
3.4 Content Metadata should be definable based on the type of content, preferably predefined templates. Metadata should be comprehensive enough to handle content information on the creation, display, delivery, charging & approval and life cycle related aspects		
3.5 It should be possible to associate one content to another in following scenarios. <ul style="list-style-type: none"> o trailer-movie o highlights-match o catch highlights-match o wickets highlights – feature film on bowler 		
4 Content Authoring / Editing / Staging		
4.1 Content Management System should have the capability to author textual content and web page content with appropriate multimedia elements like picture and flash insertions		
4.2 The textual and web page content should be editable through an interface		
4.3 There should be a staging area for the content to facilitate the content review process		
4.4 3 rd party acquired content should be ingested with appropriate tagging and classification		
5 Content Publishing		
5.1 The content feeds (primarily text and web pages) from 3 rd party sources should be easily integrated to the content		

Item	Compliance (C, P or N)	Description
management system		
5.2		Content should be published to the destinations specified by the content approver. It should be possible to publish the content to partnering sites of BCCI
5.3		The Content should be cached for faster delivery depending upon the preference set by the approver
5.4		Content Management System should be able to refresh the cached content in the destination portals and Content Delivery Network to ensure that the customers get the latest content.
Content Cataloguing & Packaging		
6.1		A content catalogue should be maintained for the portal. The catalogue visible to each customer could be different based on the delivery channel and his subscriptions to the content
6.2		It should be possible to bundle the content based on similar attributes. It should be possible to sell the bundled packages as a single offer with an associated pricing or subscription scheme

Consumer Portal

Item	Service Providers Ability(Y/N)	Description
User Profile		
i)		The portal will require that all users register with the site in order to personalize their home page and use certain advance features.
ii)		Users who do not register will still be able to access the site but will not be able to personalize or use advance features.
iii)		User Profile should be created for each customer with all demographics, preferences and service subscriptions
Personalization/Customization		
2.1		Customer should be able to personalize the home page view
Compatibility with browsers		
3.1		The portal should be compatible for viewing on the latest versions of most common internet browsers (but not exhaustively) such as, Internet Explorer and Mozilla Firefox

Digital Rights Management System

Item	Compliance (C, P or N)	Description
1 Encryption & Authentication		
1.1		The DRM infrastructure should support encryption mechanisms to ensure that content is not pirated or put to other illegal uses.
1.2		DRM infrastructure should support real time encryption of the live content— matches, interviews, ceremonies
1.3		The user should be restricted from copying the content from the downloaded device to other devices or other writable media
1.4		Strong authentication features to be provided before the user download content from the portal.
1.5		Content download log should be maintained describing the meta data of the content, date, user, device, IP address etc
1.6		DRM should cover the rights management of the content like downloadable games, wallpaper and screen savers apart from the text / audio / video contents
2 Subscription & Formats		
2.1		<p>Service provider should have licensing infrastructure to create various subscriptions models like,</p> <ul style="list-style-type: none"> o Monthly Subscriptions o Pay-Per-View (PPV) o Store and Play with options of Date Expiry o Store & Play with limited Number of Playbacks o Store & Play with Free Trial Period option to be followed by a payment to extend it <p>We expect that the service provider will be able to extend the subscription models to suite the content and business requirements</p>
2.2		<p>DRM infrastructure should be client agnostic. It should be able to play the content in leading video / audio players like,</p> <ul style="list-style-type: none"> o Windows Media Player o Realtime Player o Quicktime player

Customer Care / Call Centre Operations

Item	Compliance (C, P or N)	Description
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Item	Compliance (C, P or N)	Description
1 Channels & Escalation Routes		
1.1		The centre should be able to support Customer Contact received through a variety of channels <ul style="list-style-type: none"> o Portal o Contact center (IVR, CSR) o E-mail.
1.2		Ability to monitor contact events and raising necessary alerts or notifications to CSRs and concerned Operations Support team. Notification might be send to <ul style="list-style-type: none"> o CSR responsible in case of a customer query or request o Operations Support in case of a trouble ticket o CSR & Billing department in case of a subscription issue o CSR & Logistics company in case of a merchandising issue
1.3 Case Selling Center Site Over Application		
1.3		Ability to note the CSR with the alerts and short time span offerings during a match day
2 Contact & Billing History		
3.1		CSR should be able to view and update the customer and account profile information.
3.2		All billing events should be viewable by the CSR for answering the customer inquiries
3.3		CSRs should be able to view information about billing accounts including Account Balance, Invoices, Billing dates, Payments history etc
3.4		CSR should be able to view the Contact Event History
3.5		All contact events captured across different channels should be consolidated. CSR should be able to update the portal on each interaction from the customer for this purpose.

Identity & Subscription Management

Item	Compliance (C, P or N)	Description
1 Subscriber Profile and Identity Management		
1.1		Subscriber profile should be created with necessary information like user id, password, email, phone numbers, demographic data, billing address and subscription plan
1.2		Subscriber profile should be accessible by partnering sites and content provider sites via API or Web services
1.3		Each customer should have a unique identification and this

Item	Compliance (C, P or N)	Description
1.4		should be the reference for all the transaction within the portal and external to portal (Eg: Call Centre, 3 rd Party Content Access etc) The user should be able to single sign-on to multiple applications in single login process. Applications include the gaming services, contests, downloadable video, Video streaming etc
1.5		The user should be able to reset the password at his convenience
Subscription Management		
2.1		The user should be able to subscribe to the plan of his choice for each service. The subscription plans can be based on the time span or usage
2.2		The user should be able to subscribe to specific group of matches (Specifically tournaments)
2.3		Subscriber should be able to purchase a specific video content or game irrespective of his subscription plans.
2.4		Subscriber should be able to create a prepaid account or similar mechanism. This is to avoid payment processes each time the subscriber consume payable content
2.5		Subscriber should be notified on email or SMS about the account deduction & Billing payment
2.6		Subscriber should be able to make payments using major credit cards and debit cards
2.7		User should be able to view his usage history and transaction history. This includes the purchases, subscriptions, payments and download events by the customer
2.8		Subscriber should be able to change / upgrade the subscription plan if he wishes to
2.9		Subscriber should be able to unsubscribe to certain services if he wishes to
2.10		Subscriber should be able to subscribe to email content delivery on news, articles, events, schedule, promotion alerts, match updates etc.
2.11		Customer should be able to subscribe to consolidate billing receipts over email

Advertising & Campaign Management

Item	Compliance (C, P or N)	Description
1		Advertising Display

Item	Compliance (C, P or N)	Description
1.1 It should be possible to insert advertisements into <ul style="list-style-type: none"> o Web pages o Email o Video 1.2 Ability to schedule the advertisements in a specific section of the site and ability to replace that on expiry. 1.3 Ability to measure the number of page views and number of advertisement views 1.4 Ability to define sponsors for each zone or service in the portal. 1.5 Ability to consolidate the advertisement charges to a sponsor based on the number of advertisement on the 'run' by that sponsor. 1.6 Ability to insert / delete advertisement content from a video stream depending upon the subscription type 1.7 Ability to customise the advertisement insert into streaming content based on the demographics and geographic location of the user		
2. Advertisements - Click Based		
2.1 It should be possible to track the 'clicks' on a specific advertisement and the user who clicked on the advertisement 2.2 All click related information should be retained for further analysis of the customer behaviour 2.3 Ability to calculate the revenue generated from each sponsor through 'click' channel		
3. Campaign Management		
3.1 BCCI should be able to run campaigns over, <ul style="list-style-type: none"> o Email o Web 3.2 Each campaign results should be recorded with information like campaign ID, customer responded, date of response, and channel for further analysis.		

Merchandizing

Item	Compliance (C, P or N)	Description
1. Ecommerce		
1.1 Ability to provide a catalogue to the commerce zone which include both digital and non-digital content / merchandise.		

Item	Compliance (C, P or N)	Description
1.2 Ability to bundle multiple merchandise items and set bundle level prices		
1.3 Ability to avail shopping cart facilities for buying content at the portal		
1.4 Ability to cross sell the products by displaying the related content in the purchase process.		
1.5 Ability to link other products purchased by the earlier buyers of the current product and recommend that to the buyer		
1.6 Ability to add the display / advertisement images of the product being sold		
1.7 Ability to display the details of the product such as <ul style="list-style-type: none"> o Price o Promotion o Discount o Shipping charges 		
1.8 Ability to display the prices in the preferred currency by the buyer		
1.9 The transaction should comply to the <ul style="list-style-type: none"> o Tax regime o Import / export tariffs and regulations of the home country of the buyer 		
1.10 The billing information should be displayed to the user before committing the transaction and receiving the payment from the subscriber <ul style="list-style-type: none"> o Price o Tax o Tariff o Shipping charges 		
1.11 The customer location should be informed of the delivery lead time for the product before proceeding to the purchase transaction.		
2. Downloadable Content - Commerce		
2.1 The digital content download and streaming transactions should maintain the log of the events with necessary details as a non-repudiation measure <ul style="list-style-type: none"> o User / Subscriber Identity o IP Address of the device o The Payment / Transaction detail o Date & Time o Delivery Confirmation from the user 		
2.2 The content server should receive a content received notification back from the client when delivery of content		

Item	Compliance (C, P or N)	Description
like games and video gets completed. The billing should progress only after the confirmation is received		
Revenue Settlement		
3.1 Ability to settle the content charges with the content provider. A variety models should be supported with the content provider. <ul style="list-style-type: none"> o Revenue share based on the usage o One time settlement of the content o Charges for the content usage for a period of time, which can be extended if required 		
3.2 Ability to get a consolidated view of the revenue accrued to a content provider for a specific month		
3.3 Ability to update the account of the content provider when the content payments are made		

Business Intelligence & Reporting

Item	Compliance (C, P or N)	Description
Data Extraction & Loading		
1.1 Ability to extract data from log files & data bases and load the information into a Decision Support System		
1.2 Ability to schedule such extraction and loading processes		
Analysis & Reporting		
2.1 A customised warehouse for various purposes of data analysis and query making		
2.2 Facility for end users to "slice and dice" row and column reports, drill down on various data elements		
2.3 Reports based on <ul style="list-style-type: none"> o Customer demographic information o Product usage information o Product demand forecasts o Estimated revenue streams o Most profitable customers o Subscribers attributes Vs products and services o Traffic reports - daily, weekly and monthly aggregates 		

Gaming & Collaboration Services

Item	Compliance (C, P or N)	Description

Item	Compliance (C, P or N)	Description
1 Gaming		
1.1		Ability to host downloadable gaming applications and deliver it
1.2		Ability to submit back the latest scores with highest scores
1.3		Capability to host multiplayer games and ability to deliver such services online, including emerging gaming categories such as,
		<ul style="list-style-type: none"> • Massively Multiplayer Online Role Play (MMORPG) • Massively Multiplayer Online Real Time Strategy (MMORTS)
1.4		Ability to define 'levels' in the gaming and ability to charge the customer as they move from one level to another
1.5		Ability to incorporate within gaming applications, modern analysis tools similar to those used in AV feed production such as, "Tarantula" scoring charts, "Hawkeye", "Stump Vision", etc
2 Collaboration & Publishing		
2.1		The bulletin board facility to create and manage discussions in the site
2.2		Ability for a user to send personal messages and notifications to other registered users in the site
2.3		Ability to chat with other online users in the site. Ability to create chat rooms for multiple users to join and participate
2.4		Ability to create and publish blogs in the site and archive the blogs
2.5		The blogs should be able to receive comments from the readers and it should be displayed on the same page. Further, it should be possible to notify the blog owner by e-mail (based on the communication rule set by the owner) whenever such a comment is posted.
2.6		Ability to incorporate "Wiki" capabilities on the portal
2.7		It should be possible for various cricket related organisations to register and create their space in the BCCI portal
2.8		It should be possible for such groups to publish their photos & videos in their space
2.9		Define, manage and control the content being published by users and prevent any abuse of the features

Enterprise Account Management

Item	Compliance (C, P or N)	Description
Account Management		
1.1		Financial & Account Management - Handles debtor accounts and their collection, providing up-to-date balance information.
1.2		Account Receivables - Credit management, it allows to manage the incoming payments, the outstanding payments management
1.3		Account Payable - Manages the content partner master data and supports the invoice bookings. It supports the outgoing payments, the clearings and the withholding tax calculation and declaration.
1.4		General Ledger - Supports the design and the maintenance of the industry chart of accounts and the major accounting functions in terms of journal entries and month/year end closures.
1.5		Employee Compensation – Ability to maintain the employee details like salary & taxes

SCHEDULE 8

TECHNICAL REQUIREMENTS

User Volume

Item	Service Provider Indicative SLA	Service Provider Response	Comments
1. User Volume			
i) Number of Portal users to be supported	10 million		
ii) Number of concurrent portal users supported (20% concurrency assumed)	2 million		
iii) Number of subscription users supported by the system			
iv) Number of concurrent video streams to be supported			
v) Number of Customer calls in the call center / month			
2. Content Volume			
i) Number of video clips to be published and delivered / month			165 match Days to be delivered in a year
ii) Number of merchandise sold in the portal / month			
iii) Number of payment transactions / month (subscriptions & merchandise)			
iv) Data storage to be supported by the portal infrastructure centrally (in TB)			Cricket match video's of last 20 years and associated content growing at 165 match days / year (international)
v) Average Data storage supported by each node in the content delivery network (in GB)			

QoS Considerations

Item	Service Provider SLA	Service Provider Response	Comments
1. Availability			
1.1 Portal service availability (Excluding the planned downtime).			
1.2 Availability of the Video	99.999%		

	Streaming services			
1.3	Availability of Content Management Services	97%		
1.4	Availability of Post Production Facilities for Live Feed	99.999%		
1.5	Availability of Post Production Facilities for all other content	97%		
1.6	Availability of services of the portal excluding the Video Services	99.999%		
Response Time				
2.1	Average Response time of the portal web pages (static)			
2.2	Average Response time of the portal web pages (dynamic)			
2.3	Average Response time of Single Sign On Operation			
2.4	Average Response time of the credit card payment transaction			
2.5	Service affecting Planned downtime in a year for the Portal service	Zero		
2.6	Average Processing time of an analog tape to digital format			
2.7	Average Time Delay on Live Feed Video Delivery from the match site to user desktops			
2.8	Average Packet Loss for Video Delivery from Portal to User Desktops			
2.9	Average Response time for Video streaming			
2.10	Average Response time for search queries in the portal			
2.11	Average Handling Time for a customer query			
2.12	Average response time for billing queries and CRM updates from the call center to Portal platform			
Service Level Agreements (SLA)				
3.1	SLA on ingestion, encode, transcode & DRM packaging of			

	video clips			
	o Match			
	o Highlights			
	o Interviews			
3.2	SLA on time taken for DRM packaging & publishing a transcoded content file (to support the 3 rd party content providers where content only needs to be packaged)			
3.3	SLA on time elapsed in responding to a customer generated trouble ticket	2 Hours		
3.4	SLA on time elapsed in the closure of a customer trouble ticket	48 Hours		
3.5	SLA on lead time for delivering the merchandise ordered through the portal	SLA (Metro) SLA (National) SLA (International)		
3.6	SLA for time elapsed in resuming the operations from the Disaster Recovery Site in case of a catastrophe in the master site			

Service Provider Capacity & Facilities

	Item	Service Provider SLA	Service Provider Response	Comments
1	Sites			
1.1	Number of Content Delivery nodes			
1.2	Number of sites which will replicate the content storage			
2	Content Volume			
2.1	Data retention period for the tape back up data			

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WEB PORTAL RIGHTS AGREEMENT

BOARD OF CONTROL FOR CRICKET IN INDIA ('BCCI')



THIS AGREEMENT is made and entered into on [REDACTED] 2007, by and between [REDACTED]

(1) **Board of Control for Cricket in India**, a society registered under the Tamil Nadu Societies Registration Act and having its headquarters at CRICKET CENTRE, Wankhede Stadium, 'D' Road, Churchgate, Mumbai – 400020 India, hereinafter referred to as "**BCCI**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns);

of the ONE PART, AND

_____, a [company] registered under _____ and having its registered office at _____, hereinafter referred to as the "**Licensee**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the OTHER PART.

WHEREAS

1. The BCCI invited Bids as per the Invitation to Tender ("ITT") for Web Portal Rights (annexed hereto as Exhibit "D") on _____ from reputed companies of international standing to acquire the Web Portal Rights to perform the functions of designing, developing, hosting and operating a best of breed web portal during the Rights Period [REDACTED] 2007 to [REDACTED] 2011 on the terms and conditions contained therein.

2. The Licensee has declared and represented to BCCI that it has considerable previous experience in Web Portal Designing and had submitted its Bid for the Web Portal Rights as per the ITT and based on the declaration and representation of the Licensee, BCCI has agreed to accept the Licensee's Bid and grant to the Licensee the license for the Web Portal Rights of the BCCI during the Rights Period **2017/18 to 2019/20** and the Licensee agrees to take the License on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS

1. DEFINITIONS

Agreement or Web Portal Agreement means this agreement.

Audiovisual Coverage means any and all audio-only, still and moving visual-only and audiovisual material, data and textual material (including, without limitation, the Feed, Audio Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events.

BCCI means the Board of Control for Cricket in India.

BCCI Archive Materials means all past BCCI Footage and all future BCCI events 72 hours after they are broadcast live.

BCCI Events mean all events such as international (featuring the Indian team on home soil and at overseas, neutral venues) / domestic cricket matches and/or, functions / ceremonies organized by BCCI.

BCCI Mark means the official BCCI emblems including any foreign translations and any permutations and derivations thereof.

BCCI Network Logo means the BCCI logo, which would be incorporated on all BCCI Feed material on the top left hand side of the screen.

BCCI Signature Tunes and Official Music shall have the meaning defined by BCCI at its discretion later.

BCCI Sponsor(s) shall mean all BCCI licensees, Team sponsors, Ground Sponsors, Title sponsors and all future sponsors, which may get the sponsorship assigned by BCCI from time to time for any sponsorship assignments during the term.

BCCI Website refers to the web portal for which this Agreement has been executed.

Bid means a written offer to acquire a license of the Web Portal Rights for exercise and/or exploitation in the Territories during the Rights Period and which is submitted to BCCI subject to, and in accordance with, the terms and conditions of the ITT. This will not include excluded rights.

Bidder means any entity which submits a Bid or Bids to BCCI in response to the ITT.

Bid Fee means, in respect of a Bid, the monetary amount offered by the relevant Bidder in consideration of the grant by BCCI to such Bidder of a license of the

Web Portal Rights for exercise and/or exploitation in the Territories during the Rights Period.

Branding Guidelines means those regulations, restrictions and limitations issued from time to time by, or on behalf of, BCCI relating to the use and reproduction of the official titles of each BCCI Event, the BCCI Event Marks and third party marks, logos and devices.

Broadband Internet Rights means the rights for digital transmission of BCCI network programmes by way of any telecommunication system utilizing TCP/IP protocols and/or related protocols and bandwidth suitable, in BCCI's opinion, for high quality, clear and continuous reception of moving sports images and which transmission is intended for reception only by means of a computer, and Television which is directly connected to the Internet. The bidders will be required to employ Geo Blocking and Digital Rights Management technologies to ensure that they deliver these programmes only in their territory directly to their subscribers. For avoidance of any doubt, transmission over cable system to multi homes is strictly prohibited. Likewise receiving on a mobile telephone is prohibited.

Broadband Internet Transmission means (i) the transmission of Audiovisual Coverage (or any part thereof) by way of any telecommunications system utilizing TCP/IP protocols and/or related protocols and bandwidth for high quality, clear and continuous reception of moving sports images; and (ii) the reproduction of any and all still images, data and textual material of, and/or relating to, the BCCI Events on any Internet website. The specific rights granted here are as per Clause 3 of ITT annexed hereto as Exhibit D.

Broadcaster refers to any entity, which is primarily engaged in the business of broadcasting and/or transmitting from within, and in accordance with the laws of, the Territories (or any part thereof) as on date of issuance of this ITT any live sporting events on Television and/or radio channels and/or programming for reception by the general public (whether on a Free or Pay basis) on Television sets and/or conventional home/radio receivers in the Territories (or any part thereof), but excluding any entity which merely facilitates such broadcasts or transmissions (including, for example cable operators and satellite operators). For avoidance of any doubt, any determination made by BCCI in this respect shall be final and binding on all bidders.

Broadcaster Guidelines means those regulations, restrictions and limitations issued from time to time by, or on behalf of BCCI relating to production, distribution and transmission of audiovisual programming or coverage of the BCCI Events.

Cable Transmission means the transmission of any audio-only or moving image visual only and/or audiovisual material, data and textual material by way of coaxial, fiber-optic or any other form of cable, or by means of microwave dish systems, but excluding Broadband Internet Transmissions.

Ceremony means the prize giving function at the conclusion of any BCCI event – it could be an ODI / Test match / domestic match in any format.

Confidential Information shall have the meaning ascribed to it in Section 2 of the Eligibility Letter, annexed as Schedule 3 of the ITT document attached as Exhibit-4.

Consortium shall have the meaning ascribed to it in Section 2.5.2(b) of the ITT, and "Consortia" shall be construed accordingly.

Consortium Bid(s) shall have the meaning ascribed to it in Section 2.5.2(b) of the ITT.

Eligibility Letter or **Letter of Eligibility** means the letter to be submitted by each Bidder in the format provided in Schedule 3 of the ITT.

Event Marks mean, in relation to each BCCI Event, BCCI's standard two-dimensional graphic representations of the official emblems including any foreign translations and any permutations thereof.

Excluded Events mean all International Cricket Events (e.g.: ICC events, ACC events, etc) taking place during the Rights Period that are not owned by BCCI exclusively.

Excluded Rights shall have the meaning ascribed to it in clause 1.6 of the Exhibit "A".

Feed means the live and continuous international broadcast quality moving image video signal of each BCCI event, and Ceremony incorporating slow motion replays, titles and any graphics selected by BCCI, with International Commentary in English, and with integrated international ambient sound and audio on a separate track, which is to be produced by the Production Company on its behalf. The graphics contained in the Feed shall be of a number, size, appearance and purpose as may be determined by BCCI in its sole discretion and may integrate copyright notices, trademark legends and references to the BCCI's official website, the BCCI Marks, and the Event Marks, in each case as BCCI may, from time to time, reasonably specify and/or require. The feed will carry the BCCI Network Logo on the top left hand side of the screen and each licensee will be required to carry that on all its feeds to the television by all means of transmission without blocking it in any manner whatsoever. Basic Feed means the live pictures feed without graphics, Multi Feed means the multilateral Feed, also known as World Feed with graphics, Additional Feeds means additional images and/or interactive feeds and/or HDTV feed generated by BCCI, Unilateral Feed/Coverage means Television Coverage generated by a licensee, Audio Feed means English language commentary track and ambient sound + music audio track.

Free means any service or channel (or package of services or channels) which may be viewed by all recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for general reception of, or access to, such service or channel (or package of services or channels).

Highlights mean any edited recorded segment(s) or extract(s) (whether still or moving) of the Audiovisual Coverage.

Host Broadcaster means the entity - The BCCI

Indian Entity means any entity the majority (more than 51%) of voting rights and/or shares of which are, for the period of not less than 1 year prior to the date of issuance of this ITT and as at the date on which the Agreement is signed by the BCCI, beneficially owned and/or controlled by any Indian domiciled individual(s) and/or any other entity the majority of voting rights and/or shares of

which are beneficially owned and/or controlled by any Indian domiciled individual(s).

Intellectual Property means all copyright and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

ITT means this Invitation to Tender document together with all Schedules and Exhibits, annexed to this agreement as Schedule-"D".

Languages shall have the meaning ascribed to it in clause 1.8 of Exhibit "A" and "Language" shall refer to any one of the Languages.

Letter of Financial Bid means the letter to be submitted by each Bidder as per Schedule 5 and clauses 6.3.6 of the ITT.

Licensee means any entity to which the successful Bidder grants a license of the Web Portal Rights (or any part thereof) for exercise in the relevant Licensed Territories (or any part thereof) pursuant to a Web Portal Rights Agreement

Licensed Web Portal Rights means the Portal Rights (or any part thereof) a license of which is granted to a Licensee pursuant to a Web portal rights Agreement.

Licensed Territory means the country or countries in the Territories in respect of which a Licensee has been granted a license of the right to exercise the relevant Licensed Web Portal Rights pursuant to a Web Portal Rights Agreement, and "Licensed Territories" shall be construed accordingly.

Matches means the cricket matches forming part of, and comprising, the BCCI Events; and "Match" shall refer to any one of the Matches.

ODI(s) means One Day Cricket Match(es).

Official Film Rights mean all rights to create, produce and/or transmit (in any media whatsoever) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, BCCI or any of the Competitions and/or other BCCI Events.

Pay means any service or channel (or package of services or channels) which may only be viewed by recipients on payment of a fee or other charge (other than fees or taxes imposed by any state or local government (or agency thereof) for access to, such service or channel (or package of services or channels)), but excluding any Pay-Per-View and Video-On-Demand services.

Pay-Per-View means any transmission over the internet of a programme or package of programmes in respect of which, (i) a charge or charges are levied on a per programme, per occasion, per day (or other period) per viewer or per package of programmes basis (which charge(s) shall be in addition to any subscription fees or charges paid by viewers in consideration for the right to view the particular service or channel of which the transmission forms part); and (ii) the time for each such transmission is designated by the provider of that transmission (and not by the viewer).

Public Exhibition Rights mean all rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials) of, and/or relating to, any of the Competitions and/or the Other BCCI Events (or any part thereof) for exhibition to an audience by means of any Television Set and/or conventional home and personal radio receiver located anywhere in cinemas, stadia, construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling hotels, bars, restaurants and offices; and all rights to exploit any and all commercial opportunities (including, for example, entrance fees, sponsorship merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, the transmission of such material.

Rights Period means, in relation to the proposed Web Portal Rights agreement, the period commencing for 4 years from the date of signing the agreement.

Satellite Transmission means the analog or digital transmission of audio material and/or still or moving visual or audiovisual material by means of a satellite system whereby such signal is initially transmitted to a satellite situated beyond the Earth's atmosphere and is subsequently retransmitted by transponders or similar devices for reception by a satellite dish and decoding at the place where the viewer will view such transmission and which transmission is intended only for reception on television sets.

Schedule of Conditions means the terms and conditions set out in Exhibit "C" of this agreement.

SMS means text message or mms messages generated through a mobile/cellular telephony device using mobile telephony protocol.

Tender Security means the interest free security deposited by each Bidder as provided in clause 6.3.1 of the ITT.

Terrestrial Transmission means the analog or digital transmission of audio material and/or still or moving visual-only or audiovisual material by means of wireless telegraphy signals transmitted by fixed land-based transmissions stations and which are solely intended for reception only on standard television sets only.

Territories means all the countries in the world, and "Territory" shall refer to any one of the Territories.

Unilateral Commentary means, in respect of a Match or Ceremony, the contemporaneous verbal account and description of such Match or Ceremony produced by or on behalf of the host broadcaster

Unilateral Coverage means any moving image visual-only and/or audiovisual material of any element of, and/or relating to, any Match or Ceremony that is produced by, or on behalf of the host broadcaster

Venue means, in respect of a Match or Ceremony, the stadium, ground or place at which such Match or Ceremony is to be played or staged together with all areas reasonably required for the exercise of the Media Rights only in so far as these are owned and/or controlled by BCCI, always to the extent that such areas are within the control of BCCI (including, but not limited to, the pitch where play

takes place, the areas surrounding the pitch, the stands, passageways, walkways, staircases, lifts, bars, toilets, boxes, gantries, walls, windows, seats, boundaries, floodlights, media facilities, electronic scoreboards and replay screens, roofs, shops, car parks and other areas in and around the stadium grounds or places and airspace above these static or moving objects outside such stadium, ground or place; any security perimeter established by, or on behalf of, BCCI and other land forming part of such stadium, ground or place); and any other areas notified in writing to the Licensee by BCCI, and "Venues" shall be construed accordingly.

Video-On-Demand means any transmission over the internet of a programme or package of programmes in respect of which the time for each such transmission is designated by the viewer and not from a selection of viewing times scheduled by the provider of that broadcast or transmission (whether or not a charge or charges are levied in respect of such transmission). Which transmission is intended only over the internet.

Web Portal Rights shall have the meaning ascribed to it in paragraph 1.1 of Exhibit "A" annexed hereto.

Working Day means any day excluding Saturday, Sunday and public holidays in Mumbai, India.

2. GRANT OF WEB PORTAL RIGHTS AND TERM

- 2.1 In consideration of the payment by the Licensee of the Web Portal Rights Fee, BCCI hereby grant to the Licensee, during the Rights Period, a license of the Web Portal Rights of the BCCI Events on an exclusive basis subject to, and in accordance with, the terms and conditions of this Agreement and applicable laws of each Territory from time to time in force.
- 2.2 For the avoidance of doubt, the Excluded Rights are hereby reserved to BCCI for their own use, exploitation and benefit without any limitation or restriction whatsoever, and the Licensee shall not permit any third party to, assert, represent or claim that they have any right, title or interest whatsoever to any of the same other than the limited license granted hereunder or pursuant to a Sub-License Agreement.
- 2.3 The Licensee shall be entitled, subject only to the restrictions expressly set out herein, to grant sub-licenses of the Web Portal Rights (or any part thereof) to third parties for exercise in the Territories (or any part thereof) during the Rights Period. The Sub-License Agreement shall be subject to this Agreement and the ITT. True and complete copies of all such Sub-License Agreements entered into by the Licensee shall be forthwith provided to BCCI.
- 2.4 This Agreement shall commence on [REDACTED] and shall, unless terminated earlier in accordance with clause 6, expire on [REDACTED].

3. WEB PORTAL RIGHTS FEES AND FINANCIAL GUARANTEE

3.1 In consideration of the grant of the license of the Web Portal Rights by BCCI with respect to the BCCI Events, the Licensee shall pay to BCCI in accordance with the provisions of this clause 3 the monetary amount of Rs. _____ (Rupees _____ only) (the "Web Portal Rights Fee").

3.2 Time is of the essence in relation to the Licensee's payment obligations hereunder. Interest shall be payable by the Licensee to BCCI on any late payments of any amount including any installment of the Web Portal Rights Fee at a rate of twelve percent (12%).

All amounts due under this Agreement to be paid by the Licensee into the Designated Account including, without limitation, the Web Portal Rights Fee, are expressed in Indian Rupees (INR) /United States dollars (US\$), and shall be paid by wire transfer free and clear of, and without, deductions based on any currency control restrictions, import duties, or any sales, use, value added or other taxes or withholdings of any nature whatsoever. In the event the Licensee is required to make any deduction or withholding in respect of any taxes, imposts, duties or other such charges in respect of any payment into the Designated Account hereunder, the Licensee shall gross up the relevant amount to ensure that BCCI receives in the Designated Account the full cash amount that it would otherwise have been entitled to receive. However the Licensee will be entitled to deduct TDS on the payment to be made and the Licensee shall be liable to issue certificate for the tax so deducted within 30 days of the date of the deduction. In case the Licensee fails to issue a certificate for the payments so deducted then BCCI shall be entitled to recover the amount of the tax so deducted with interest of 12% per annum from the Licensee.

3.3 For the purpose of securing the Licensee's obligation to pay Web Portal Rights Fee into the Designated Account in accordance with the foregoing provisions of this clause 3 and performance of the other terms and conditions of this Agreement, the Licensee shall deliver to BCCI irrevocable and unconditional bank guarantees (the "Bank Guarantees") as hereinafter provided and subject to, and in accordance with, the format set out in Exhibit B.

3.3.1 The Licensee shall provide for the whole Rights Period, Bank Guarantees of an amount equivalent to _____ at a time in the format provided in Exhibit B annexed to this Agreement. The Bank Guarantee shall be provided by the Licensee on or before the execution of this Agreement. The subsequent Bank Guarantees will be replaced 30 days prior to expiry of the first Bank Guarantee in place. The payment schedule is indicated in Exhibit "B1".

3.3.2 The Licensee shall also deposit a bank draft of US\$ _____ mn with BCCI on or before execution of this Agreement. This deposit will be adjusted in the last year of the Rights Period. This deposit will also serve as a performance guarantee in case of default or breach alongwith the Bank Guarantees provided as above, and notwithstanding BCCI's right to demand full payment in case of breach of this Agreement.

3.3.3 The above Bank Guarantees shall be provided in the exact format provided in Exhibit B for amounts as stated above, without making any amendments to the structure, clauses, terms and condition provided thereunder. Any variation from the format provided in Exhibit B shall entitle BCCI to terminate this Agreement forthwith and without giving any further notice.

3.4 Insurance

The successful bidder shall arrange for an insurance policy pertaining to the portal infrastructure and cover for any losses against natural calamities, disasters or, any other envisaged mode of losses. The responsibility of paying the premium for such a policy shall also lie with the bidder. BCCI will be provided details of such policy and an update on renewal of the same for the rights period.

3.5 Necessary Permissions

All necessary permissions not limited to but inclusive of permission from RBI and any other permissions from the Government of India or any other Government of State or any other Country including relevant Ministry / Department shall be taken by the Licensee.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Licensee hereby represents and warrants to BCCI that:

- (a) It has the full right and legal authority to enter into, and is fully capable of performing its obligations under this Agreement in accordance with its terms; and
- (b) In so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement. It also represents that by entering into this Agreement or performing its obligation, under the agreement, it is not in breach of any law.

4.2 BCCI hereby represents and warrants to the Licensee that:

- (a) They have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms including the right and authority to grant to the Licensee the rights and benefits set forth herein.
- (b) They are not a party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any of BCCI's obligations under this Agreement.

4.3 Subject always to the Licensee fully complying with its obligations hereunder, BCCI hereby covenants with, and undertakes to, the Licensee that it shall not itself exercise or exploit, nor permit or authorize any third party to exercise or exploit, the Web Portal Rights (or any part thereof) in the Territories (or any part thereof) during the Rights Period.

- 4.4 The Licensee and BCCI warrants and represents to each other that it shall comply with its respective obligations set out in the Schedule of Conditions as set out in Exhibit C.

5. CHANGES IN MATERIAL CIRCUMSTANCES

- 5.1 BCCI acknowledges that principle inducements for the Licensee's participation in this Agreement include the widespread exposure that is expected to be derived from the BCCI Events. BCCI further acknowledges that, notwithstanding BCCI's approval or consent to the Licensee's exercise and/or exploitation of the Web Portal Rights granted under this Agreement, the Licensee may be deprived of the material benefits contemplated by the parties as a direct consequence of changes in rules, or a change in the enforcement policy with respect to existing rules, by international, national and hemispheric governing bodies and/or federations that have jurisdiction over BCCI and/or the BCCI Events (collectively, "External Bodies"). In the event of any exercise of rights by an External Body that the Licensee in good faith believes, having provided BCCI with objectively verifiable evidence, has a material adverse affect upon the Licensee's exercise and/or exploitation of the Web Portal Rights granted to it under this Agreement, the Licensee shall provide written notice thereof to the BCCI. Upon receipt of notice of any such changed circumstances, the parties agree for a period of thirty (30) calendar days to in good faith negotiate a reasonable and appropriate substantial reduction in compensation and/or other support. If at the end of such 30-day period, the parties cannot agree on an appropriate substantial reduction, the Licensee may, at its option, terminate this Agreement such termination to become effective at the end of the then-current Contract Year.

6. TERMINATION

- 6.1 BCCI may terminate the Agreement either in its entirety or so far as it relates to any part of the events and invoke the existing Bank Guarantee and / or the deposit of Rs. _____ provided by the Licensee, by written notice to the Licensee taking effect immediately or after such period or period of time as the notice may specify, at any time after the occurrence of any of the following events;
- i. Failure of or default on the part of the Licensee to make any payment due under this Agreement.
 - ii. Failure of or default on the part of the Licensee to provide the required Bank Guarantee and within the time limit as provided heretofore.
 - iii. Any change in the management and control of the Licensee, which in the opinion of BCCI is prejudicial to its interest.
 - iv. If the Licensee transfers, disposes of or indicates an intention to transfer or dispose of any part of its assets which in the opinion of BCCI is likely to prevent or materially inhibit the performance by the counter party of its obligations under the Agreement or which is likely to cause prejudice or harm to the image reputation or credibility of the game or BCCI or otherwise.
 - v. If the counter party goes into liquidation (except for the purposes of a bonafide corporate amalgamation or reconstruction approved by BCCI)

or makes any arrangement or composition with its creditors or is unable to pay its debts as they fall due or is declared insolvent or if a provisional liquidator, receiver, manager, administrator or administrative receiver is appointed over any of its assets or undertaking or if an event occurs which would result in the crystallization of any floating charge over its business, undertaking property or assets or any part thereof or on its dissolution or if any event occurs which is analogous to any of the foregoing under the laws of the jurisdiction in which the Licensee or BCCI is incorporated.

vi. Any material breach by the Licensee of this Agreement which is incapable or remedy or is capable of remedy but is not remedied within 7 days of delivery of a written notice from BCCI requiring remedy of such breach.

6.2 Failure of the Licensee to comply with any of the provisions of clause 3 will entitle BCCI, upon giving fourteen (14) days written notice, to terminate this Agreement and invoke the Bank Guarantee and it will be open to BCCI to enter into a private arrangement/negotiation till a fresh tender is finalized in order to meet its on going requirements. All expenses incurred by BCCI till the fresh tender is finalized to meet its requirements resulting from a breach by the Licensee to comply with any of the provisions of clause 3 will be at the risk and cost of the Licensee.

7. CONSEQUENCES OF TERMINATION

7.1 Upon expiration or termination of this Agreement for any reason whatsoever:

- (a) All rights, licenses and benefits (including, without limitation, the Web Portal Rights) shall forthwith revert to BCCI;
- (b) The Licensee shall immediately cease to exercise and exploit the Web Portal Rights, BCCI Mark, and the BCCI Event Marks and shall not thereafter use or exploit its previous connection with BCCI or any of the BCCI Events, whether directly or indirectly;
- (c) BCCI shall immediately thereafter be entitled to grant all or any of the Web Portal Rights to any third party
- (d) BCCI and the Licensee shall promptly return to the other all property of the other within its possession;
- (e) The Licensee shall forthwith remit to the Designated Account the balance of the Web Portal Rights Fee and any other sums that are outstanding and to be accounted for under this Agreement; and
- (f) All Sub-Licence Agreements shall forthwith be automatically terminated.

7.2 Save where expressly stated otherwise, the expiry or termination of this Agreement shall be without prejudice to any rights already accrued to either of the parties under this Agreement.

7.3 Termination of the Agreement due to breach of the terms and conditions as prescribed in clause 6 hereinabove shall not accrue any right to either party to breach the clause relating to confidentiality. Any challenge to

termination shall only be done by taking recourse to Arbitration in accordance with clause 18 of this Agreement. In case of the termination of the Agreement by BCCI due to breach of conditions by the Licensee, BCCI shall be entitled to recover all the damages that it may incur due to breach by the Licensee. Nevertheless clauses 11 and 18 shall survive this termination.

8. TRADE MARK PROTECTIONS AND INTELLECTUAL PROPERTY

8.1 Other than expressly set out herein, the Licensee shall not adopt, create or begin to use:

- (a) Any registered or unregistered trademarks owned or used by BCCI including, without limitation, the BCCI Marks and BCCI Event Marks in any language whatsoever unless without the express permission of BCCI; or
- (b) Any term which is confusingly similar to, is a colourable imitation of, or is a derivation of, or which unfairly competes with, any such trademarks.

In particular, the Licensee shall not develop, use or register any name, logo trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which, in BCCI's opinion, may be inferred by the public as identifying with any of BCCI and/or the BCCI Events.

8.2 The Licensee shall not oppose any of the trademark or copyright applications filed by BCCI or their affiliates, nominees or licensees in respect of any of the BCCI Mark and the BCCI Event Marks. The Licensee shall not in any way challenge, or apply for any copyright, trademark, or patent protection, or domain name registration (whether in respect of, or in relation to, any of the BCCI Marks or the BCCI Event Marks or otherwise), which would adversely affect BCCI's proprietary interests in the same, or assist any person to do so.

8.3 All Intellectual Property (including, without limitation, copyright) that subsists in existing content, content developed by the licensee for the portal and the IP domain rights (portal name) shall be owned by BCCI for the full term of copyright including all renewals, reversions and extensions thereof and thereafter in perpetuity.

8.4 The Licensee shall ensure that all Intellectual Property and other proprietary rights (including, without limitation, copyright) that subsist in the creation of any content for the portal, be assigned by each Sub-Licensee to BCCI for the full term of copyright including all renewals, reversions and extensions thereof and thereafter in perpetuity. In the case of copyright, such assignment will be by way of a present assignment of future copyright. Accordingly, the Licensee shall ensure that each Sub-Licensee shall, incorporate the following acknowledgement of copyright, "© [year] BCCI. All rights reserved", or such other copyright notice as BCCI may, from time to time, specify.

9. SCHEDULE OF CONDITIONS

The Schedule of Conditions provided in Exhibit C to this Agreement shall form part and parcel of this Agreement and the parties are bound by the same.

10. INVITATION TO TENDER (ITT) DOCUMENT

The ITT is annexed hereto as Exhibit "D". Contents of Clause 3 of the ITT are provided in Exhibit "A", which form part of this Agreement. In case of any conflict or inconsistency of any provision of the ITT and this Agreement, the provisions of this Agreement shall prevail.

11. CONFIDENTIALITY

- 11.1 Neither party shall disclose (or permit or cause its employees, agents or representatives to disclose), the marketing plans of the other party, or other confidential material or information disclosed to it (including information disclosed during audit), to any third party, without the prior written consent of the party to whom the duty of confidentiality is owed, except to its Board of Directors or as may be required by law or to reasonably fulfill such party's obligation under this Agreement. Either party shall be entitled to any and all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality. However this will not apply to financial bidding amount bid by the Licensee, as the same would have been disclosed pursuant to the ITT.

12. WAIVER

- 12.1 The failure at any time of the Licensee or BCCI to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

13. ASSIGNMENT

- 13.1 The Licensee shall not assign, at law or in equity (including by way of a charge or declaration of trust), sub-license (other than as expressly permitted hereunder), transfer, charge or deal in any other manner with this Agreement or any rights or obligations under this Agreement, or sub-contract any or all of its obligations under this Agreement or purport to do any of the same. Each party enters into this Agreement as principal not agent, and may not enforce any of its rights under or in connection with this Agreement for the benefit of any third party.

14. NOTICES

- 14.1 All notices, payments and statements provided for herein shall be in writing and shall be deemed given if sent by Federal Express (or other internationally recognized reliable express delivery service), receipt requested, or by verifiable facsimile transmission, addressed to the parties at their respective address set forth below, or at such other address as either party may from time to time specify to the other:

BCCI - Board of Control for Cricket in India
Cricket Centre, Wankhede Stadium ,
'D' Road, Churchgate,
Mumbai – 400020 India,
Fax # - _____

Licensee:

15. BCCI / LICENSEE RELATIONSHIP

- 15.1 The performance of services by one party for the other hereunder is in the capacity of independent contractor. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/ employee relationship or any agency or joint venture or partnership relationship between BCCI and the Licensee.

16. REMEDIES

- 16.1 In the event either party materially breaches any term or condition of this Agreement, the non-breaching party shall first seek interim relief only from the tribunal of arbitrators as set out in clause 19 below only.

17. EQUITABLE REDUCTION / ENHANCEMENT

It is clarified that the Board will be entitled to equitable enhancement in Web Portal Rights fees.]

18. GOVERNING LAW AND DISPUTE RESOLUTION

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in relation to this Agreement involving the interpretation or implementation of the clauses of this agreement, or the breach, termination or validity thereof, shall be resolved in accordance with the procedures specified in this clause 19 which shall be the sole and exclusive procedure for the resolution of any and all such disputes before seeking recourse to Arbitration.
- 18.2 The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by good faith negotiations for a period of fourteen (14) days from date of issuance of written notice that a dispute has arisen. No proceedings for Arbitration would be initiated until and unless the party so aggrieved has issued a notice in writing to the other party calling upon him to rectify the alleged breach or otherwise.
- 18.3 Any dispute, which has not been resolved, as provided herein within 21 days of the initiation of such procedure, shall be exclusively referred to arbitration to be conducted in Chennai India, in accordance with ARBITRATION AND CONCILIATION ACT, 1996. The arbitration tribunal shall consist of 3 arbitrators, with each party designating one arbitrator and the said chosen arbitrators designating the third arbitrator. The place of arbitration in India shall be Chennai, and the language of arbitration shall be English. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute settled/resolved by arbitration.

18.4 The parties hereby agree any award of the tribunal shall be enforced in any court of competent jurisdiction in Chennai.

18.5 This Agreement shall be governed by and construed in accordance with Indian laws and shall be subject to the exclusive jurisdiction of the courts in Chennai, India.

19. SECTION CAPTIONS.

19.1 Section captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

20. ENTIRE CONTRACT

20.1 Upon execution, this Agreement shall constitute the entire understanding between the parties and, as such, may not be altered or modified except by an agreement in writing signed by the parties. Any previous agreements or understandings between the parties on the subject matters herein, shall have no further force or effect.

21. SEVERANCE

21.1 If any provision of this agreement shall be found by any court, government or administrative body, of competent jurisdiction, to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provisions with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the date written below.

Board of Control for Cricket in India

By: Niranjan Shah
Its: Honorary Secretary

Witness

- 1.
- 2.



By:
Its:

Witness

- 1.
- 2.

Dated:

EXHIBIT A

WEB PORTAL RIGHTS

1. OVERVIEW

The "WEB PORTAL Rights" comprise of the following rights only, which are defined more specifically hereinafter:

- Intellectual Property Rights
- Commercial Rights
- Administrative Rights

The Web Portal Rights are to be granted only for a period of four years from the date of signing of the Agreement, the rights period. Thereafter the rights revert to BCCI.

Licensee would be granted rights, as detailed in Clauses 1.2 – 1.4, under following guiding principles, whilst bearing in mind the obligations highlighted as well as the Clause 1.6 on Excluded Rights.

1.1.1 Licensee is required to provide all information as may be sought by authorized persons of BCCI relating to content and operations of the portal; including but not limited to any information related to financial performance of various revenue streams – already identified or new at any time during the period of operation

1.1.2 Licensee has to seek mandatory approvals from BCCI before

- engaging any affiliates or syndication partners
- selecting vendors for online merchandise and the catalog partners
- finalizing content plan and use of BCCI trademarks and logos

For the purpose of this Agreement the meaning of the rights mentioned are as follows:

1.2 Intellectual Property Rights

Intellectual property rights are guided by the principle that BCCI would retain:

- intellectual property rights on all the existing content
- intellectual property rights on all new content developed by the vendor
- the IP domain rights (portal name)

A. Existing Content - The content which is already with BCCI and is specifically provided by BCCI to the Licensee.

- i) BCCI would license the use of identified existing content to the Licensee for the rights period.
- ii) Access to the content is restricted to the Licensee only and the same should, under no circumstance, be provided to any third party without prior approvals from BCCI
- iii) The Licensee would be required to explain the content strategy to BCCI management and secure approvals before making the content available to user viewing

iv) The Licensee can only use the BCCI copyrighted material, information, images, logo for the purposes of BCCI portal only.

v) BCCI would grant the non-exclusive, non-transferable license to make copies of trademark for the sole benefit of BCCI or for promoting the online portal

B. New Content - Licensee can propose to develop creative new content for the purposes of increasing viewership on the portal during the rights period

i) The Licensee shall however, show the new content as developed to BCCI before the same is put on the BCCI's web portal.

ii) BCCI has the right to seek details related to new content development like target viewership details, user base assumptions, revenue projections etc

iii) BCCI retains the right to approve or refuse the new contents as developed at its sole discretion without assigning any reasons

iv) BCCI would get IP rights on all new content designed and developed by the Licensee during the term of operation

v) Cost of content creation would be borne by the Licensee (including cost of content archival)

vi) Live transmission over broadband internet

a) BCCI will provide exclusive license to the Licensee for live broadband internet rights, in the rights period, of international matches (BCCI events) at domestic and overseas neutral venues, which are not bound by the earlier agreements with its existing audiovisual media rights licensee(s). Such matches would necessarily be exclusive of the itinerary agreed between BCCI and such parties.

- o These events will include all international 20/20 matches to be played by the Indian team
- o BCCI will exclude live broadband internet rights from fresh contracts for licensing audiovisual media rights of such BCCI events

b) The rights stated above are also applicable to all new domestic BCCI events for which audiovisual media rights might be licensed afresh by BCCI.

- o Rights of transmission over live broadband internet for matches of the proposed Indian Premier League (IPL) are excluded though

c) The Licensee is free to broadcast live over broadband internet additional domestic matches outside the agreed itinerary between BCCI and its audiovisual media rights licensee(s), for which the latter expresses no intention for transmission. However,

- o The Licensee will have to bear all costs related to production, uplinking and any related expenses for such matches.
- o For information on such events and acquiring approval, the Licensee should post a query to BCCI at least 15-days ahead of the event.

d) The Licensee at its own cost and risks is permitted by BCCI to acquire through appropriate sub-license, the rights to broadcast live over broadband internet any other cricket matches / tournament of which BCCI is not the host broadcaster, such as "Away" matches of the Indian team or, ICC tournaments. However, prior approval of BCCI is required and BCCI reserves the right to first information of such intent and may refuse / disapprove the same, without any reasons.

e) For all other matches, which are bound by the agreements BCCI has signed with its audiovisual media rights licensee(s), rights on live broadband internet transmission are excluded, as stated in Clause 1.6

f) The Licensee is obliged to deploy relevant Geo Blocking and Digital Rights Management technologies to ensure that they deliver the live programmes only in the licensed territories directly to their subscribers. Further, all modes of transmission must be securely encrypted using technologies such as IP blocking for preventing overspill into unauthorized territories as well as to prevent content piracy. The same is applicable for all sub-sections below. Further, it is imperative that the Licensee uses the services of specialized agencies on an ongoing basis to monitor the portal so as to prevent content piracy and infringement of any of the BCCI rights being granted.

vii) Highlights packages

- a) The Licensee will have the rights to broadcast through the portal upto a 60-minutes highlights package for all matches after the match / ceremony.
 - o This is applicable for all such matches where the Licensee will not have any live broadband internet rights.
 - o For test matches, such highlights packages may be shown after the end of each day's play.
- b) The Licensee will have the license to use the archive materials of BCCI, including events where after 72-hours rights belong to BCCI. Specifically for matches played in India, the Licensee through the portal can broadcast highlights (inclusive of full playback / recording) after 48-hours of match completion.

viii) Live video scorecard

- a) BCCI will provide rights to the Licensee for broadcasting upto 30 seconds of footage per click (or, suitable access option) as a live video scorecard on the portal.

ix) Use of players/staff and their images / footage / attributes

- a) BCCI will extend to the Licensee the rights to use the images, footage and/or attributes of its players, coaching and administrative staff provided the same is used;
 - o Only for purposes of promotion of the Web portal and any specific developed content for use in the portal, such as Online games

- o In a team context with a minimum of 5 players from different graded categories being featured at any point of time
- b) The Licensee will be obliged in the course of exercise of such rights to submit all proof / concept material showing the use of such image/footage/attributes to BCCI well ahead of public release and shall use the same only on obtaining prior approval from BCCI. If need be, BCCI may forward the same to the concerned individual player / staff member for acquiring permission.
- c) The Licensee must acknowledge that such rights will be extended only for the purpose of amplifying the revenue stream for the portal and will not amount to personal endorsement of an individual of the portal and/or, the Licensee.
- d) The Licensee should exercise caution and ensure that in the process of representing the team clothing and/or sports equipment in any form (such as online games / animations), the sanctity and accuracy of the same is maintained in the interest of BCCI and its core sponsors. This includes accurate positioning of logos of sponsors. Prior to use of the same, BCCI approval must be obtained.
- e) BCCI will extend exclusive rights to the Licensee to use the "Official BCCI" tag with any online / fantasy games developed by the portal operator using images, footage or, attributes of players / team / staff / officials. However, BCCI will not be able to impose restrictions on other parties from creating fantasy games, if they choose not to use such images, footage or attributes.
- To BCCI's understanding, the creative use of the BCCI archive material and footage of new matches provides an excellent opportunity for developing several differentiated Fantasy Game offerings on the portal.
- x) Merchandising
- a) The Licensee must acknowledge that BCCI has existing sponsorship contracts with specific licensees for team and apparel / footwear / sports accessories / kit bags. All items for merchandising and sale through the portal would hence need to be pre-approved by BCCI, contingent on the agreement it has with the existing sponsors and in turn, their approval of the same. However, for items not covered by any BCCI contract, online merchandising is allowed provided prior information is provided to BCCI and on BCCI's approval.
- o Such merchandise may be referred to any of, "Official BCCI merchandise" or, "Official Indian Team Merchandise", as deemed fit.
- b) The Licensee should exercise caution and ensure that in the process of selling or, representing the team clothing and/or equipment in any form, the sanctity and accuracy of the same is maintained in the interest of BCCI and its core sponsors. This includes accurate positioning of logos of sponsors. Prior to use of the same, BCCI approval must be obtained.

- c) BCCI will provide rights for selling cricket memorabilia, autographed bats, etc. through appropriate mechanisms such as e-auctions on the portal.

xi) User-generated, dynamic content

- a) BCCI will extend rights to the Licensee to provide for content generated by users on a dynamic basis such as, "Discussion Forums", "Blogs", "Wiki" features, etc. However, the Licensee must undertake adequate measures to ensure that such features are not misused by the users and no abusive content / slander is posted on the portal.

xii) Policy compliance

- a) The Licensee should comply with all the local laws and regulations pertaining to Broadcasting and Information Technology of the specific territory where the Licensee has the license to broadcast / stream content over broadband internet. Further, refer Clause 5 in the ITT pertaining to "Territorial Laws".

C. Domain Name - The portal domain name would be the property of BCCI

BCCI will not allow the site to be powered by other portals or, websites. For avoidance of any doubt and for the sake of explanation only, site links such as "bccci.yahoo.com" are not allowed.

It is further clarified that BCCI would retain intellectual property rights on all the existing content being provided by BCCI and new content being developed by the Licensee. However, the Licensee would have to acquire, if required, all the necessary permissions with regard to any new content that is being sourced from rights holder.

1.3 Commercial Rights

The commercial rights are guided by the principle that,

1. BCCI would grant exclusive rights to the Licensee on all identified revenue streams; Licensee would have to secure required approvals and authorization from BCCI on all rate and revenue decisions
2. Any new revenue stream would have to be approved by BCCI and commercial arrangements agreed prior to introduction.
3. The Licensee would have to provide a minimum revenue guarantee to BCCI (as mentioned in Clause 1.3.1 below)

A. Identified Revenue Streams

- i) BCCI would grant exclusive rights to the Licensee on all identified revenue streams to maximize the revenue potential from these streams
- ii) Licensee would be required to inform BCCI on the rates and expected revenue projections for each year and secure approvals from BCCI management.
- iii) The following streams of revenues have been identified

- a) Advertisement & Sponsorship
- b) Subscription – PPV, ongoing
- c) Gaming
- d) Merchandising
- e) Syndication

iv) BCCI would grant non-exclusive, non-transferable rights for use of BCCI trademark and logo on the online merchandise (provided the rights are not conflicting with Excluded Rights as mentioned in Clause 1.6 below)

v) e-Commerce strategy would have to be approved by BCCI before being operationalised.

vi) All online merchandise sold by the Licensee over the portal should bear BCCI logo.

vii) BCCI has the right to approve or refuse vendors for online merchandise

B. New Revenue Streams

BCCI would grant exclusive rights to the Licensee to identify and explore any other streams (product offerings) for the sole purpose of maximizing revenues. However, any new revenue stream would have to be agreed with and by BCCI and commercial arrangements agreed prior to introduction. Further, the Licensee would have to present new revenue streams and their revenue potential to BCCI for approval prior to induction.

C. Operating Platforms

The Licensee would have the operating right restricted to only the internet media and under no circumstance try to explore or exploit any other communication channels through the portal.

It is further clarified that BCCI reserves the rights on mobile, IPTV or any other media, not stated here, except for the internet rights. The Licensee will not be allowed to indulge in any operations involving cross media like Short Message Service's (SMS) through the portal etc.

The Licensee would be required to provide all content/ feed required for SMS to mobile handsets to the BCCI or the designated licensee, free of cost.

1.3.1 Minimum Revenue Guarantee

The BCCI will have the right to a minimum revenue guarantee by the successful Licensee.

- a) A reserve price of US\$ 50 mn over the rights period has been determined to be paid by the successful Licensee, in the manner as follows:
 - i) US\$ 5 mn shall be provided as Earnest money deposit (EMD) by way of draft.
 - ii) 20% of the bid value shall be paid upfront to BCCI upon signing of the contract. The EMD already paid shall be adjusted against this amount to be paid.

- iii) The Balance 80% will be paid in 4 equal yearly installments.
- b) An Irrevocable Bank Guarantee covering the bid amount to be provided in advance in accordance with the format specified by BCCI

1.4 Administrative Rights

Administrative rights are guided by the principle that

- i. BCCI has a right to seek any information related to content, operations and commercials of the portal at any time during the rights period
- ii. BCCI has the right to approve / refuse
 - a. Any affiliates or syndication partners
 - b. Vendors for online merchandise and the catalog partners
 - c. Overall content plan and use of BCCI trademarks and logos

BCCI extends the following Administrative Rights with the highlighted limitations,

A. Hosting and Production

- i) Rights to exclusively produce, host, distribute and display content on the portal. However,
 - BCCI retains the right to approve the content plan covering the overall concept and design elements, layouts, branding, logos, trademarks etc
 - BCCI retains the right to host certain BCCI information and features like Ticketing etc, at no cost. An appropriate commission amount may be taken by the successful Licensee, as agreed with BCCI, for each ticket sold. The portal will be given the exclusive rights for online ticket sales of BCCI events.

B. Broadcasting

- i) Exclusive rights to broadcast BCCI content on the BCCI web portal, including rights to edit and repackage the content.
- ii) Rights to distribution of the content through content syndication with prior approval and authorization from BCCI. However,
 - BCCI retains the right to approve the affiliates and the syndication partners

C. Right to Information

- i) BCCI reserves the right to seek any information directly or indirectly related to content and operations of the web portal, including but not limited to any information related to financial performance of various revenue streams – Already identified or new.

1.5 Obligation of BCCI

The BCCI shall have the following obligations towards the successful Licensee

- i. Grant "official website" status as the BCCI website operated by the successful Licensee.
- ii. Provide / facilitate access to the archived content as needed
 - For matches being telecast live by the Audio-visual rights licensee,

feed may be downloaded directly from the live feed by the portal operator. This can be enabled by either being a part of the broadcast setup or downloading the clean feed to which BCCI will facilitate access.

iii. Approve the requisitions relating to content strategy, pricing etc. by the successful Licensee in a timely manner

iv. Providing support and help in liaison with other official sponsors if needed

v. Provide the required, in stadium support and access to players, for developing new content for the web portal

vi. Promote the web portal through the "live" feed in order to drive traffic to the website during BCCI events using,

- On-screen inserts / credits of pre-approved size and not less than 5-seconds duration (while overs are being bowled) with no less than a frequency of 3 per hour in each territory where the live feed is being broadcast
- Exclusive scrolling solicitation / ticker for the portal during the live feed
- Inserts for highlighting the BCCI website minimum 5 times / day
- If possible, insertion of the portal address below the BCCI bug on the top left hand corner of the screen of the live feed

vii. Provide or, facilitate the supply of and access to archive materials and footage from live audiovisual rights licensee for content development, provided the period of 72 hours is over as stated in the Excluded Rights in Clause 1.6

viii. Though not binding,

- Provide the Licensee with 10 VIP tickets free of cost to the main pavilion at any domestic venue. An additional pre-approved quota of stand tickets at face value will be made available in the rights period only for the purpose of promotion of the portal through Online Contests etc. Such requests must be received a minimum of 15 days ahead of the stated event.
- Attempt to arrange for presence of its players, staff, officials in functions / ceremonies in the rights period organized by the Licensee at own cost & expenses, in the interest of promoting the portal, limited to a maximum of 2 such events per year.

1.6 Rights Excluded from the ITT

All rights (whether now existing or created or discovered in the future) that are not expressly included above (the "Excluded Rights") are unconditionally reserved to BCCI. Licensees should note that BCCI intends (but is not obliged) to issue a separate document or separate documents inviting offers to acquire certain excluded rights.

Licensees should further note that any exploitation of the excluded rights by BCCI is not intended to have any material negative impact on the value of the online rights granted to any licensee following the conclusion of the tender process. The Licensees should take into account while putting a commercial bid that BCCI may bid out one or all excluded rights on simulcast basis.

The following rights (without limitation) are expressly excluded from the scope of this ITT:

- i. Live Streaming
 - a. Live streaming rights for events from 72 hours of the event which do not vest with BCCI currently.
- ii. Mobile devices/IPTV/Cross media rights
 - a. All rights to transmit, by any means of any transmission media / platform whatsoever on mobile devices /IPTV or any other media other than online web media using the portal.
 - b. All rights to indulge in cross media operations involving SMS from portal etc.
- iii. Positioning (Licensee's) logo on team apparel / equipment or, any representation of the same in the context of the Indian team. Such rights however, may be pursued through a different agreement, if need be, at an appropriate date.
- iv. Any rights (including live broadband internet) for the proposed Indian Premier League (IPL) matches and events.

1.7 Rights Period

The Web Portal Rights are to be granted for exercise on an exclusive basis during the period for 4 years starting from the date of signature of the Web Portal Rights Agreement by BCCI. For avoidance of doubts the rights granted are for a period of four years. Thereafter the rights revert to the BCCI.

1.8 Languages

The portal should be developed and operated by the Licensee primarily in English language. However, specific content may be delivered in regional Indian languages subject to BCCI approval and provided the same is aimed at increasing the viewership / subscription base.

1.9 Specifications

A requisite, though non-exhaustive, list of functional and technical specifications are available as Schedule- 7 and 8 of the ITT document, annexed as Exhibit "D".

EXHIBIT B

FINANCIAL GUARANTEES

FORMAT OF GUARANTEE TO BE ISSUED BY ANY NATIONALIZED BANK OR BANK of GLOBAL REPUTE ACCEPTABLE TO BCCI IN ITS ABSOLUTE DISCRETION.

(1) Board of Control for Cricket in India
Cricket Centre, Wankhede Stadium ,
'D' Road, Churchgate,
Mumbai – 400020 India,

(2)

In consideration of _____, a company registered under the _____ and having its registered office at _____ hereinafter called _____ (which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) having agreed under the terms and conditions of the Agreement dated _____, executed with Board of Control for Cricket in India, a society registered under the Tamil Nadu Societies Registration Act and having its and having its headquarters at Cricket Centre, Wankhede Stadium 'D' Road, Churchgate, Mumbai – 400020 (hereinafter called "BCCI" which expression shall unless repugnant to the context or meaning mean and include its successors in office, executors, administrators, permitted assigns and the like) for grant of license of Web Portal Rights during the Rights Period (hereinafter called "the said contract"), are required to provide Bank Guarantees to BCCI as herein provided for _____ (Rupees _____ only) for the due fulfillment by _____ of the terms and conditions of the said contract.

1. _____ has approached us for issuing the said guarantee and at their request and on receipt of sufficient consideration by us, we, _____ (name of the bank) (constituted and established _____ under.) having our office at _____ (Phone No.: Fax No.:.....) (Hereinafter referred to as "the said bank" which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) have agreed to give such guarantee as hereinafter mentioned.

2. We hereby undertake and agree with BCCI that if any default is committed by

(a) in performing any of the terms and conditions of the said contract including non payment of any money payable to BCCI and/or,

(b) in furnishing a fresh guarantee for Rs. _____ (Rupees _____ only) from any reputed scheduled bank acceptable to BCCI, 30 days before the expiry of validity of this guarantee, i.e. a fresh guarantee to be furnished to BCCI on or before _____;

we shall on first claim in writing from BCCI, without any demur, any reservations, contest, recourse or protest and/or without any reference to

- _____, pay to BCCI a sum not exceeding Rs. _____ (Rupees _____ only), either in full or in part, in such manner as BCCI may direct from time to time. Any such claim made by BCCI on us shall be final, conclusive and binding notwithstanding any difference or any dispute between BCCI and _____ or any other legal proceedings, pending before any court, tribunal, arbitrator or any other authority.
3. BCCI shall have the full liberty, without reference to us and without affecting this guarantee, to postpone for anytime or from time to time the exercise of any of the powers and/or any rights conferred on BCCI under the said contract, which under the law relating to the sureties would but for this provision have the effect of releasing us.
 4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change(s) in constitution of _____ but shall for all purposes binding and operative until payment of all money due to BCCI in respect of the said contract are paid.
 5. This guarantee shall be irrevocable and shall remain valid up to _____ with a claim period of SIX months up to _____.
 6. Notwithstanding anything contained hereinabove:
 - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)
 - b) This Guarantee shall remain in force up to and including _____ (including claim period of six months)
 - c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of BCCI under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
 7. A demand for payment under this guarantee shall be deemed to have been sufficiently made if a claim in writing is sent by post or by fax or hand delivered to us at the address/fax number indicated in this guarantee.

Dated the _____ day of _____ 200.

EXHIBIT B1

PAYMENT SCHEDULE

ITEM	% OF BID FEE	AMOUNT (US\$ mn)	DATE
EARNEST MONEY DEPOSIT / TENDER SECURITY	-	5	
UPFRONT PAYMENT	20%	(20% OF BID FEE) – 5	
YEAR – 1 PAYMENT	20%	(20% OF BID FEE)	
YEAR – 2 PAYMENT	20%	(20% OF BID FEE)	
YEAR – 3 PAYMENT	20%	(20% OF BID FEE)	
YEAR – 4 PAYMENT	20%	(20% OF BID FEE)	
TOTAL	100%	(100% OF BID FEE)	

EXHIBIT C

SCHEDULE OF CONDITIONS

1. Use of Existing Content

In relation to the exercise of the Web Portal Rights (or any part thereof), the Licensee shall ensure that,

- i) Access to the content is restricted to the licensee only and the same should, under no circumstance, be provided to any third party without prior approvals from BCCI
- ii) The licensee would be required to explain the content strategy to BCCI management and secure approvals before making the content available for viewing of users

2. Overspill and Protection of Mobile and other excluded Rights.

2.1 The Licensee must:

(a) Employ all commercially available means to BCCI's satisfaction to ensure that its transmission of matches over live broadband internet are not capable of reception on Mobile Devices.

(b) Ensure that no trailer, advertisement or promotion which is made available by, or on behalf of, or with the authority of, the Licensee will expressly or impliedly represent that any of its transmissions of Audiovisual Coverage is available for reception on Mobile Devices.

2.2 The Licensee shall, at its own cost and expense, comply with all requests from BCCI in relation to any overspill and piracy issues including, without limitation, providing all assistance required by BCCI in any proceedings relating to the same and/or by responding diligently to any requests by BCCI to institute further measures to protect against overspill and piracy. Further, it is imperative that the licensee uses the services of specialized agencies on an ongoing basis to monitor the portal so as to prevent content piracy and infringement of any of the rights granted by BCCI

2.3 Notwithstanding Paragraphs 2.1 and 2.2 above, BCCI will not be in breach of any Web Portal Rights Agreement if transmissions of the Audiovisual Coverage and any other audio-only and audiovisual material relating to the BCCI Events by other BCCI broadcast licensees, which originate outside the Territories are received within the Territories.

3. BCCI Branding and Promotion

The Licensee shall ensure and use the full official title of each BCCI Event, and BCCI Event Marks, including BCCI logo on the official Web site of BCCI as developed and designed by the Licensee on screen at all times (and in all advertising and promotion of such transmissions) and shall not use any other title, marks or representations in relation to the BCCI Events without BCCI's prior written consent (such consent not to be unreasonably withheld).

All content and matter, including advertisements but not limited to the same, pertaining to the BCCI portal must be necessarily approved by BCCI prior to hosting on the web site.

4. Trademark Protection

- (a) The Licensee shall comply with BCCI's rules and guidelines relating to copyright notices and/or trade mark legends published from time to time which shall include, without limitation, obligations to utilize any appropriate copyright notices and/or trade mark legends.
- (b) Other than as expressly permitted by BCCI, the Licensee shall not, whether during or after the Rights Period, use and/or adopt any name, mark or other indicia which, in BCCI's opinion:
 - ii. Identifies with BCCI, any of its affiliates or any Cricket competition or event organized by or under the auspices of BCCI; or
 - iii. Associates the Licensee and/or any of its products or services with BCCI, any of BCCI's affiliates or any Cricket competition or event organized by or under the auspices of BCCI.
- (c) Other than as expressly permitted by BCCI, the Licensee shall not, whether during or after the Rights Period:
 - i. Adopt, use or reproduce in any media whatsoever (including, without limitation, as any Internet domain name), or apply for trademark registration in respect of, any of the BCCI Marks, BCCI Event Marks or legal names that are owned, controlled or used by BCCI or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organized by, or under the auspices of, BCCI), or any symbol, emblem, logo, mark or designation which, in BCCI's reasonable opinion, is similar to, or is a derivation or colorable imitation of, any of the BCCI Marks, BCCI Event Marks or such legal names; and
 - ii. Whether directly or indirectly, do, nor permit to be done, any act which would, or may, invalidate or challenge the trademark registration (including applications therefore) of, or invalidate, challenge or dilute BCCI's right, title and interest to, any of the BCCI Marks, BCCI Event Marks or legal names that are owned, controlled or used by BCCI or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organized by, or under the auspices of, BCCI).

5. Intellectual Property

- (a) All Intellectual Property (including, without limitation, copyright) that subsists in the Web Portal (including transmissions and recordings thereof by the Licensee) shall be owned by BCCI for the full term of copyright.
- (b) The domain IP rights, viz. the portal name will be owned by BCCI

- (c) The Excluded Rights and any other rights not included within the Web Portal Rights are expressly and unconditionally reserved to BCCI for its own unrestricted use, exploitation and benefit, and Licensees shall not, permit any person to, assert, represent or claim that they have any right, title or interest whatsoever to any of the same other than the limited license granted pursuant to a Media Rights Agreement.

6. Content Syndication

The Licensee may grant to third parties access to content on the portal through established means of content syndication with the sole purpose of augmenting revenues for the portal. However, all such content syndication agreements must necessarily be approved by BCCI and it is contingent upon the licensee to ensure that the party using such content complies with the territorial laws and also employs means and mechanisms to prevent content piracy and infringement of BCCI rights being provided.

7 General Obligations

- (a) The Licensee must ensure that the Licensed Web Portal Rights (including, without limitation, the transmission of the Audiovisual Coverage) are exercised in full compliance with all applicable laws and regulations of the relevant Licensed Territory including, without limitation, local laws relating to the television and radio coverage of designated events of major importance to society (if any). The Licensee must further ensure that all applicable authorization, licenses, permits waivers and clearances necessary for the lawful exercise of the Licensed Web Portal Rights in the Licensed Territory are obtained and maintained throughout the duration of the Rights Period.
- (b) In exercising and enjoying the Licensed Web Portal Rights, the Licensee shall not do, nor permit to be done, anything that prejudices, or may prejudice, BCCI and/or its interests, the sport of Cricket, and/or the BCCI Events.

EXHIBIT "D"

INVITATION TO TENDER

25 January 2008

Board of Control for Cricket in India
Cricket Centre, Wankhede Stadium
'D' Road, Churchgate,
Mumbai – 200020 India



Mr. Lalit Modi
Chairman of BCCI Marketing Committee

and

Mr. Inder Singh Bindra
Vice President of BCCI

Dear Sirs,

**BCCI INVITATION TO TENDER FOR WEB PORTAL ("ITT") – ALTERNATIVE TCN GROUP
PROPOSAL – NON CONFORMING PROPOSAL**

TCN and its partners have studied and discussed the Web Portal ITT, including the IPL web portal in detail. It is clear to us that a viable Web Portal that will meet the expectations of all stakeholders cannot be commercially established as a viable business over a short 4 year period. India's limited broadband audience necessitates a longer period of time to establish and grow the business that will support a world class web portal and provide a satisfactory return on investment.

Accordingly, TCN is submitting a Web Portal Bid for the ITT that does not conform in some respects (copy attached).

TCN has brought together a world class group of web portal management, service and technology organisations that include Major League Baseball Advanced Media ("MLBAM"), the manager of the world's leading sport's web portal MLB.com, Sun Microsystems Limited, Wipro Limited, Akamai Limited, Microsoft Limited, VSNL, PA Sport, Cadability, Eclipse and the World Cricket Store ("TCN Group").

The TCN Group is committed to building and operating for the BCCI a world's best web portal to showcase Indian cricket. We therefore propose an alternative, no risk strategy for the BCCI that would enable its web portal to be up and running 12 weeks from the date of a revised Web Portal Rights Agreement being signed. We would be aiming to have such an agreement signed before the end of January 2008, which could enable the web portal to be up and running by May 2008 and a Portal for the newly formed IPL by April 2008. As evidenced by the BCCI.TV web portal designed and constructed for the BCCI during 2006, TCN has a proven record in delivering sporting web projects (in India) on budget and time.

KEY REASONS FOR NON-CONFORMING PROPOSAL

The TCN Bid Proposal details some key variations to that requested in the ITT and it is submitted by the TCN Group that such changes are to the mutual benefit of all parties. These proposed variations are designed to overcome the result of recent adverse impacts on the Indian market that affect the value of the web portal rights being offered and may not have been fully appreciated by Accenture in preparing the ITT.

Drawing upon the TCN Group's extensive experience in developing and implementing digital media strategies for international sporting federations, TCN considers that the proposed changes to the ITT will be mutually beneficial.

The ITT differs in a number of very material ways from the MOU and subsequent joint business plan developed by the BCCI and TCN throughout 2006. The principal differences are:

1. The proposed ITT time frame has been significantly truncated from 10+10 years to just 4 years. It is submitted that a proposed initial 4 year period for this project will be primarily focused on the capital intensive period of developing systems, building content, and growing audience.
2. The delay in the implementation of the BCCI web portal has allowed other competitors to enter the market and capture substantial market share (e.g. Cricinfo with an estimated cumulative 18m unique Indian users).
3. The introduction of parallel free to air broadcast competition by the public TV broadcaster Doordashan has made the domestic Indian subscription broadband model redundant. This requires the establishment of advertising model and longer commercial ramp-up.
4. The potential audience for the web portal has been significantly reduced with the effective removal of mobile phone communications to and from the web portal. Rights excluded from the ITT include:
 - (a) "all rights to transmit, by any means of any transmission media / platform whatsoever on mobile devices / IPTV or any other media other than online web media using the portal" (Clause 3.6, ii, pages 17-18 of ITT); and
 - (b) "The successful bidder would have the operating right restricted to only the internet media and under no circumstance try to explore or exploit any other communication channel through the portal....The successful bidder will not be allowed to indulge in any operation involving cross media like Short message Service (SMS) through the portal etc" (Clause 3.3, C).

5. The mobile market is currently growing by 7.8 million handsets a month, reaching 210 million handsets by September 2007. In contrast, internet broadband subscribers grew by 0.11 million reaching 2.67 million in the same month. Even with the addition of dial up internet users for whom much of the proposed content would be unavailable, the scope to build a viable business on internet users only in 4 years is impossible.
6. It would appear that competition for audience will be increased with possible BCCI tenders for mobile, IPTV and other media. The ITT provides that "The bidders should take into account while putting a commercial bid that the BCCI may bid out one or more or all excluded rights on simulcast basis" (Clause 3.6).
7. Although the ITT offers exclusive merchandising rights for on-line, there is doubt that the business revenue may be affected by tendering additional rights for retail merchandising stores.
8. Significant downward revisions to the Indian Government broadband policy objective of 30m broadband users by 2010. TCN is now projecting 9.2 million by 2010 in the model.
9. The success of the web portal business relies heavily on numerous timely approvals from the BCCI and the crucial delivery up of the IP including broadcast TV game footage during games (for cricket scoreboard action) and immediately upon game completion. Without the necessary support staff with the requisite approval power to both deliver quick decisions and approvals and arrange IP from other BCCI contractors including the players, a cautious approach is required.
10. Finally, from our extensive discussions with both potential partners and competitors there appears to be some genuine concern about the availability of the IP being offered in the ITT from access to highlights footage, archive footage, and live video scorecard footage.

ALTERNATIVE NON-CONFORMING NO RISK PROPOSAL

For the above reasons, particularly the proposed restricted rights period of 4 years and audience reduction, TCN's attached tender does not conform to the ITT in some aspects. However, the world class TCN Group is confident that the leading cricket web portal can be constructed and operated with no risk to the BCCI, pursuant to a three-step process.

TCN proposes a 10 year partnership between the BCCI and the TCN Group with:

1. The TCN Group incurring the necessary capital costs to design and construct the necessary systems, hardware and associated operating arrangements; and
2. For the TCN Group to firstly recoup the capital and operating costs from revenue; and
3. For the establishment of a revenue sharing arrangement between the BCCI and the TCN Group.

TCN acknowledges the BCCI's request for minimum guarantees and proposes a target date be agreed for the establishment of mutually accepted minimum guarantees (upon clarity of audience, digital media take-up, delivery of broadcast feed from other BCCI rights and speedy approvals and service by the BCCI).

TCN will provide a security of US\$1.3 million pending reimbursement from the BCCI for services provided by TCN under in 2006 for the BCCI Web Portal, or alternatively as an offset.

TCN and all its Group partners are committed to building the world's best sports portal for no risk to the BCCI, provided a longer term is provided. This will maximise

Demand Sport Limited (Mauritius)

49 Cardigan Place, Albert Park, Melbourne Victoria 3206, Australia

Ph: +61 (0) 3 9038 8114 Fax: +61 (0) 3 9696 8114 www.demandsport.tv

revenue for the BCCI and enable an acceptable return of capital be generated for the TCN Group.

TCN expresses its willingness to commence implementing all necessary action to develop and manage a web portal for the BCCI for the Indian Premier League and have such portal go live on or around 1 April, 2008, provided that: (a) BCCL and TCN enter into definitive agreements governing the development and management of such portal for the Indian Premier League within seven (7) days from the date on which BCCI notifies TCN to commence implementation of the development of the portal for the Indian Premier League ("**IPL Implementation Date**") such that such portal goes live on 1 April, 2008; and (b) in the event BCCI and TCN do not execute definitive agreements governing the development of the portal for the Indian Premier League within seven (7) days from the IPL Implementation Date, TCN shall be re-imbursed by the BCCI for the development and management of the web portal for the Indian Premier League on a "time (at a blended rate of US\$200 per hour) and material" basis, as verified by the BCCI and/or its advisors. The terms and conditions governing the provision of services on a time and material basis by TCN to BCCI shall be mutually agreed to by the parties prior to TCN commencing the provision of such services.

Your advice on our alternative proposal would be appreciated, either as part of the ITT process or as a separate negotiation.

Yours faithfully



John Dollisson
Director

Demand Sport Limited

DEMAND SP[▶]ORT

Part A

Invitation to Tender

Web Portal Rights Tender

Submission of Qualification

25 January 2008

**DEMAND
SP[▶]ORT**

THE CRICKET NETWORK

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1 Submission of Qualification

Bidding Company: Demand Sport Limited (Mauritius) ("the Company"), trading as The Cricket Network ("TCN"), a wholly owned subsidiary of Demand Sport Limited (BVI) (the ultimate holding company) is the bidding company.

Supporting TCN in this bid is a world class group of web portal management, service and technology organisations as follows:

- Major League Baseball Advanced Media ("MLBAM"), the manager of the world's leading sport's web portal, MLB.com;
- Sun Microsystems Limited;
- Wipro Limited;
- Akamai Limited;
- Microsoft Corporation (India) Pty Ltd;
- VSNL; and
- PA Sport, Cadability, Eclipse and World Cricket Store.

("TCN Group").

1.1 Areas of business

- Digital media services group actively involved in the business of advising and consulting in the design, valuation, and implementation of digital media platforms primarily for sporting federations and sports content channels. Recent examples include the UCI, FIBA, Telstra (AFL) and NRL. These consultancies have led to the implementation of digital media strategies, digital content production, and monetising of revenue streams for portals services from advertising & sponsorship, to merchandising, ticketing, and digital content generally; and
- An IT Solutions company providing services through our network of world wide partners with systems integration by Wipro, user interfacing through MLB.com, Sportal, Eclipse, Cadability etc, middleware through MLB.com, Microsoft, audience delivery through Akamai, hosting through VSNL to hardware via Sun Microsystems. Through this network of partners TCN has the required capabilities and infrastructure to build and operate the BCCI portal.

1.2 Ownership structure

The Company is a wholly owned subsidiary of Demand Sport Limited (BVI), the ultimate holding company. The directors of Demand Sport Limited (BVI) are John Feenie, Luke Reinehr, John Dollisson and Michael Payne. The principal shareholders are Riveria Consulting Limited, Oceania Sky Limited and Globe Consulting Limited. In addition there are a further 90 plus shareholders. The Certificate of Incorporation and Memorandum and Articles of Association are Attachment 1.

The Certificate of Incorporation and the Memorandum of Articles of Association follow.



THE CRICKET NETWORK

1.2.1 Certificate of Incorporation

TERMINAL

REGISTRY OF THE BRITISH VIRGIN ISLANDS
BYI BUSINESS COMPANIES ACT, 2004

CERTIFICATE OF INCORPORATION
(SECTION 7)

The REGISTRAR OF CORPORATE AFFAIRS, of the British Virgin Islands HEREBY CERTIFIES, that pursuant to the BVI Business Companies Act, 2004, all the requirements of the Act in respect of incorporation having been complied with,

Demand Sport Limited
BVI COMPANY NUMBER: 1398630

is incorporated in the BRITISH VIRGIN ISLANDS as a BVI BUSINESS COMPANY, this 16th day of April, 2007

Major W. Stevens
for REGISTRAR OF CORPORATE AFFAIRS
16th day of April, 2007

REGISTRAR OF CORPORATE AFFAIRS
BRITISH VIRGIN ISLANDS

REGISTRY OF THE BRITISH VIRGIN ISLANDS

Certificate of Incorporation on (Change of Name) of Demand Sport Limited (Mauritius)

Attn: Mala

SEVENTH SCHEDULE
(Regulation 3(2)(b))



Republic of Mauritius

**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

(section 36(2) of the Companies Act 2001)

Company No.: 27491/6809
C2/GBL

This is to certify that

ESPOIR LIMITED

having by special resolution changed its name, is now
incorporated under the name of

Demand Sport Limited

Given under my Hand and Seal of office in

Port Louis, Mauritius on this 21st day



Paoline J. Chinien (Mrs)
Registrar of Companies

**DEMAND
SPORT**

THE CRICKET NETWORK

1.2.2 Memorandum of Articles of Association (Demand Sport Limited BVI)

EQUITY TRUST

BC No. 1398630



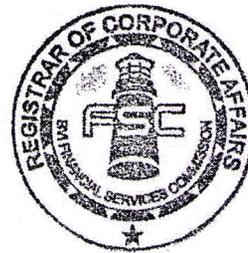
TERRITORY OF THE BRITISH VIRGIN ISLANDS
BVI BUSINESS COMPANIES ACT, 2004

MEMORANDUM AND ARTICLES OF ASSOCIATION OF

Demand Sport Limited

INCORPORATED 16 April 2007

Amendment registered on 27 April 2007



**DEMAND
SPORT**

THE CRICKET NETWORK

Commercial in Confidence

Page 7 of 30

TERRITORY OF THE BRITISH VIRGIN ISLANDS
THE BVI BUSINESS COMPANIES ACT 2004

MEMORANDUM OF ASSOCIATION

OF

Demand Sport Limited

A COMPANY LIMITED BY SHARES

1. DEFINITIONS AND INTERPRETATION

1.1. In this Memorandum of Association and the attached Articles of Association, if not inconsistent with the subject or context:

"Act" means the BVI Business Companies Act (No. 16 of 2004) and includes the regulations made under the Act;

"Articles" means the attached Articles of Association of the Company;

"Chairman of the Board" has the meaning specified in Regulation 12;

"Distribution" in relation to a distribution by the Company means the direct or indirect transfer of an asset, other than Shares, to or for the benefit of the Shareholder in relation to Shares held by a Shareholder, and whether by means of a purchase of an asset, the redemption or other acquisition of Shares, a distribution of indebtedness or otherwise, and includes a dividend;

"Eligible Person" means individuals, corporations, trusts, the estates of deceased individuals, partnerships and unincorporated associations of persons;

"Memorandum" means this Memorandum of Association of the Company;

"Resolution of Directors" means either:

- (a) a resolution approved at a duly convened and constituted meeting of directors of the Company or of a committee of directors of the Company by the affirmative vote of a majority of the directors present at the meeting who

voted except that where a director is given more than one vote, he shall be counted by the number of votes he casts for the purpose of establishing a majority; or

- (b) a resolution consented to in writing by a majority of directors or by a majority of members of a committee of directors of the Company, as the case may be;

"Resolution of Shareholders" means either:

- (a) a resolution approved at a duly convened and constituted meeting of the Shareholders of the Company by the affirmative vote of a majority of the votes of the Shares entitled to vote thereon which were present at the meeting and were voted; or
- (b) a resolution consented to in writing by a majority of the votes of Shares entitled to vote thereon;

"Seal" means any seal which has been duly adopted as the common seal of the Company;

"Securities" means Shares and debt obligations of every kind of the Company, and including without limitation options, warrants and rights to acquire shares or debt obligations;

"Share" means a share issued or to be issued by the Company;

"Shareholder" means an Eligible Person whose name is entered in the register of members of the Company as the holder of one or more Shares or fractional Shares;

"Treasury Share" means a Share that was previously issued but was repurchased, redeemed or otherwise acquired by the Company and not cancelled; and

"written" or any term of like import includes information generated, sent, received or stored by electronic, electrical, digital, magnetic, optical, electromagnetic, biometric or photonic means, including electronic data interchange, electronic mail, telegram, telex or telecopy, and "in writing" shall be construed accordingly.

1.2. In the Memorandum and the Articles, unless the context otherwise requires a reference to:

- (a) a "Regulation" is a reference to a regulation of the Articles;
- (b) a "Clause" is a reference to a clause of the Memorandum;

- (c) voting by Shareholders is a reference to the casting of the votes attached to the Shares held by the Shareholder voting;
- (d) the Act, the Memorandum or the Articles is a reference to the Act or those documents as amended; and
- (e) the singular includes the plural and vice versa.

- 1.3. Any words or expressions defined in the Act unless the context otherwise requires bear the same meaning in the Memorandum and Articles unless otherwise defined herein.
- 1.4. Headings are inserted for convenience only and shall be disregarded in interpreting the Memorandum and Articles.

2. NAME

The name of the Company is Demand Sport Limited.

3. STATUS

The liability of Shareholders of the Company is limited by shares.

4. REGISTERED OFFICE AND REGISTERED AGENT

- 4.1. The first registered office of the Company is at Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands, the office of the first registered agent.
- 4.2. The first registered agent of the Company is Equity Trust (BVI) Limited, of Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands.

5. CAPACITY AND POWERS

- 5.1. Subject to the Act and any other British Virgin Islands legislation, the Company has, irrespective of corporate benefit:
 - (a) full capacity to carry on or undertake any business or activity, do any act or enter into any transaction; and
 - (b) for the purposes of paragraph (a), full rights, powers and privileges.

- 5.2 For the purposes of section 9(4) of the Act, there are no limitations on the business that the Company may carry on.

6. NUMBER AND CLASSES OF SHARES

- 6.1 The Company is authorised to issue 200,000,000 Shares with a par value of USD 1.00 each of a single class.
- 6.2 The Company may issue fractional Shares and a fractional Share shall have the corresponding fractional rights, obligations and liabilities of a whole share of the same class or series of shares.

7. DESIGNATIONS, POWERS, PREFERENCES, ETC. OF SHARES

- 7.1 Each Share in the Company confers upon the Shareholder:
- (a) the right to one vote at a meeting of the Shareholders of the Company or on any Resolution of Shareholders;
 - (b) the right to an equal share in any dividend paid by the Company; and
 - (c) the right to an equal share in the distribution of the surplus assets of the Company on its liquidation.
- 7.2 The directors may at their discretion by Resolution of Directors redeem, purchase or otherwise acquire all or any of the Shares in the Company subject to Regulation 3 of the Articles.

8. VARIATION OF RIGHTS

The rights attached to Shares as specified in Clause 7 may only, whether or not the Company is being wound up, be varied with the consent in writing of or by a resolution passed at a meeting by the holders of more than 50 per cent of the issued Shares of that class.

9. RIGHTS NOT VARIED BY THE ISSUE OF SHARES PARI PASSU

The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking pari passu therewith.

10. REGISTERED SHARES

- 10.1 The Company shall issue registered shares only.
- 10.2 The Company is not authorised to issue bearer shares, convert registered shares to bearer shares or exchange registered shares for bearer shares.

11. TRANSFER OF SHARES

- 11.1 The Company shall, on receipt of an instrument of transfer complying with Sub-Regulation 6.1 of the Articles, enter the name of the transferee of a Share in the register of members unless the directors resolve to refuse or delay the registration of the transfer for reasons that shall be specified in a Resolution of Directors.
- 11.2 The directors may not resolve to refuse or delay the transfer of a Share unless the Shareholder has failed to pay an amount due in respect of the Share.

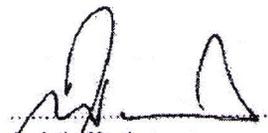
12. AMENDMENT OF MEMORANDUM AND ARTICLES

Subject to Clause 8, the Company may amend its Memorandum or Articles by a Resolution of Shareholders or by a Resolution of Directors, save that no amendment may be made by a Resolution of Directors:

- (a) to restrict the rights or powers of the Shareholders to amend the Memorandum or Articles;
- (b) to change the percentage of Shareholders required to pass a Resolution of Shareholders to amend the Memorandum or Articles;
- (c) in circumstances where the Memorandum or Articles cannot be amended by the Shareholders; or
- (d) to Clauses 7, 8 or 9 or this Clause 12.

We, Equity Trust (BVI) Limited, of Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands for the purpose of incorporating a BVI Business Company under the laws of the British Virgin Islands hereby sign this Memorandum of Association the 16th day of April 2007:

Incorporator


Jacinthy Ward
Authorised Signatory
Equity Trust (BVI) Limited

**DEMAND
SPORT**

THE CRICKET NETWORK

TERRITORY OF THE BRITISH VIRGIN ISLANDS
THE BVI BUSINESS COMPANIES ACT 2004

ARTICLES OF ASSOCIATION
OF
Demand Sport Limited
A COMPANY LIMITED BY SHARES

1. REGISTERED SHARES

- 1.1. Every Shareholder is entitled to a certificate signed by a director of the Company or under the Seal specifying the number of Shares held by him and the signature of the director and the Seal may be facsimiles.
- 1.2. Any Shareholder receiving a certificate shall indemnify and hold the Company and its directors and officers harmless from any loss or liability which it or they may incur by reason of any wrongful or fraudulent use or representation made by any person by virtue of the possession thereof. If a certificate for Shares is worn out or lost it may be renewed on production of the worn out certificate or on satisfactory proof of its loss together with such indemnity as may be required by a Resolution of Directors.
- 1.3. If several Eligible Persons are registered as joint holders of any Shares, any one of such Eligible Persons may give an effectual receipt for any Distribution.

2. SHARES

- 2.1. Shares and other Securities may be issued and options to acquire Shares in the Company may be granted at such times, to such Eligible Persons, for such consideration and on such terms as the directors may by Resolution of Directors determine.
- 2.2. Section 46 of the Act (*Pre-emptive rights*) does not apply to the Company.
- 2.3. A Share may be issued for consideration in any form, including money, a promissory note, real property, personal property (including goodwill and know-how) or a contract for future services.
- 2.4. No Shares may be issued for a consideration other than money, unless a Resolution of Directors has been passed stating:
 - (a) the amount to be credited for the issue of the Shares;
 - (b) their determination of the reasonable present cash value of the non-money consideration for the issue; and
 - (c) that, in their opinion, the present cash value of the non-money consideration for the issue is not less than the amount to be credited for the issue of the Shares.
- 2.5. The Company shall keep a register (the "register of members") containing:
EQHKBCR-1

- (a) the names and addresses of the Eligible Persons who hold Shares;
 - (b) the number of each class and series of Shares held by each Shareholder;
 - (c) the date on which the name of each Shareholder was entered in the register of members; and
 - (d) the date on which any Eligible Person ceased to be a Shareholder.
- 2.6. The register of members may be in any such form as the directors may approve, but if it is in magnetic, electronic or other data storage form, the Company must be able to produce legible evidence of its contents. Until the directors otherwise determine, the magnetic, electronic or other data storage form shall be the original register of members.
- 2.7. A Share is deemed to be issued when the name of the Shareholder is entered in the register of members.

3. REDEMPTION OF SHARES AND TREASURY SHARES

- 3.1. The Company may purchase, redeem or otherwise acquire and hold its own Shares save that the Company may not purchase, redeem or otherwise acquire its own Shares without the consent of Shareholders whose Shares are to be purchased, redeemed or otherwise acquired unless the Company is permitted by the Act or any other provision in the Memorandum or Articles to purchase, redeem or otherwise acquire the Shares without their consent.
- 3.2. The Company may only offer to acquire Shares if at the relevant time the directors determine by Resolution of Directors that immediately after the acquisition the value of the Company's assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
- 3.3. Sections 60 (*Process for acquisition of own shares*), 61 (*Offer to one or more shareholders*) and 62 (*Shares redeemed otherwise than at the option of company*) of the Act shall not apply to the Company.
- 3.4. Shares that the Company purchases, redeems or otherwise acquires pursuant to this Regulation may be cancelled or held as Treasury Shares except to the extent that such Shares are in excess of 50 percent of the issued Shares in which case they shall be cancelled but they shall be available for reissue.
- 3.5. All rights and obligations attaching to a Treasury Share are suspended and shall not be exercised by the Company while it holds the Share as a Treasury Share.
- 3.6. Treasury Shares may be disposed of by the Company on such terms and conditions (not otherwise inconsistent with the Memorandum and Articles) as the Company may by Resolution of Directors determine.
- 3.7. Where Shares are held by another body corporate of which the Company holds, directly or indirectly, shares having more than 50 per cent of the votes in the election of directors of the other body corporate, all rights and obligations attaching to the Shares held by the other body corporate are suspended and shall not be exercised by the other body corporate.

4. MORTGAGES AND CHARGES OF SHARES

- 4.1. Shareholders may mortgage or charge their Shares.

- 4.2. There shall be entered in the register of members at the written request of the Shareholder:
- (a) a statement that the Shares held by him are mortgaged or charged;
 - (b) the name of the mortgagee or chargee; and
 - (c) the date on which the particulars specified in subparagraphs (a) and (b) are entered in the register of members.
- 4.3. Where particulars of a mortgage or charge are entered in the register of members, such particulars may be cancelled:
- (a) with the written consent of the named mortgagee or chargee or anyone authorised to act on his behalf; or
 - (b) upon evidence satisfactory to the directors of the discharge of the liability secured by the mortgage or charge and the issue of such indemnities as the directors shall consider necessary or desirable.
- 4.4. Whilst particulars of a mortgage or charge over Shares are entered in the register of members pursuant to this Regulation:
- (a) no transfer of any Share the subject of those particulars shall be effected;
 - (b) the Company may not purchase, redeem or otherwise acquire any such Share; and
 - (c) no replacement certificate shall be issued in respect of such Shares,
- without the written consent of the named mortgagee or chargee.

5. FORFEITURE

- 5.1. Shares that are not fully paid on issue are subject to the forfeiture provisions set forth in this Regulation and for this purpose Shares issued for a promissory note or a contract for future services are deemed to be not fully paid.
- 5.2. A written notice of call specifying the date for payment to be made shall be served on the Shareholder who defaults in making payment in respect of the Shares.
- 5.3. The written notice of call referred to in Sub-Regulation 5.2 shall name a further date not earlier than the expiration of 14 days from the date of service of the notice on or before which the payment required by the notice is to be made and shall contain a statement that in the event of non-payment at or before the time named in the notice the Shares, or any of them, in respect of which payment is not made will be liable to be forfeited.
- 5.4. Where a written notice of call has been issued pursuant to Sub-Regulation 5.3 and the requirements of the notice have not been complied with, the directors may, at any time before tender of payment, forfeit and cancel the Shares to which the notice relates.
- 5.5. The Company is under no obligation to refund any moneys to the Shareholder whose Shares have been cancelled pursuant to Sub-Regulation 5.4 and that Shareholder shall be discharged from any further obligation to the Company.

6. TRANSFER OF SHARES

- 6.1. Shares may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee, which shall be sent to the Company at the office of its registered agent for registration.
- 6.2. The transfer of a Share is effective when the name of the transferee is entered on the register of members.
- 6.3. If the directors of the Company are satisfied that an instrument of transfer relating to Shares has been signed but that the instrument has been lost or destroyed, they may resolve by Resolution of Directors:
 - (a) to accept such evidence of the transfer of Shares as they consider appropriate; and
 - (b) that the transferee's name should be entered in the register of members notwithstanding the absence of the instrument of transfer.
- 6.4. Subject to the Memorandum, the personal representative of a deceased Shareholder may transfer a Share even though the personal representative is not a Shareholder at the time of the transfer.

7. MEETINGS AND CONSENTS OF SHAREHOLDERS

- 7.1. Any director of the Company may convene meetings of the Shareholders at such times and in such manner and places within or outside the British Virgin Islands as the director considers necessary or desirable.
- 7.2. Upon the written request of Shareholders entitled to exercise 30 per cent or more of the voting rights in respect of the matter for which the meeting is requested the directors shall convene a meeting of Shareholders.
- 7.3. The director convening a meeting shall give not less than 7 days' notice of a meeting of Shareholders to:
 - (a) those Shareholders whose names on the date the notice is given appear as Shareholders in the register of members of the Company and are entitled to vote at the meeting; and
 - (b) the other directors.
- 7.4. The director convening a meeting of Shareholders may fix as the record date for determining those Shareholders that are entitled to vote at the meeting the date notice is given of the meeting, or such other date as may be specified in the notice, being a date not earlier than the date of the notice.
- 7.5. A meeting of Shareholders held in contravention of the requirement to give notice is valid if Shareholders holding at least 90 per cent of the total voting rights on all the matters to be considered at the meeting have waived notice of the meeting and, for this purpose, the presence of a Shareholder at the meeting shall constitute waiver in relation to all the Shares which that Shareholder holds.
- 7.6. The inadvertent failure of a director who convenes a meeting to give notice of a meeting to a Shareholder or another director, or the fact that a Shareholder or another director has not received notice, does not invalidate the meeting.

- 7.7. A Shareholder may be represented at a meeting of Shareholders by a proxy who may speak and vote on behalf of the Shareholder.
- 7.8. The instrument appointing a proxy shall be produced at the place designated for the meeting before the time for holding the meeting at which the person named in such instrument proposes to vote. The notice of the meeting may specify an alternative or additional place or time at which the proxy shall be presented.
- 7.9. The instrument appointing a proxy shall be in substantially the following form or such other form as the chairman of the meeting shall accept as properly evidencing the wishes of the Shareholder appointing the proxy.

[Name of Company]
I/We being a Shareholder of the above Company HEREBY APPOINT
..... of or failing him:
of to be my/our proxy to vote for me/us at the meeting
of Shareholders to be held on the day of, 20..... and at any
adjournment thereof.
(Any restrictions on voting to be inserted here.)
Signed this day of, 20.....
.....
Shareholder

- 7.10. The following applies where Shares are jointly owned:
- (a) if two or more persons hold Shares jointly each of them may be present in person or by proxy at a meeting of Shareholders and may speak as a Shareholder;
 - (b) if only one of the joint owners is present in person or by proxy he may vote on behalf of all joint owners; and
 - (c) if two or more of the joint owners are present in person or by proxy they must vote as one.
- 7.11. A Shareholder shall be deemed to be present at a meeting of Shareholders if he participates by telephone or other electronic means and all Shareholders participating in the meeting are able to hear each other.
- 7.12. A meeting of Shareholders is duly constituted if, at the commencement of the meeting, there are present in person or by proxy not less than 50 per cent of the votes of the Shares or class or series of Shares entitled to vote on Resolutions of Shareholders to be considered at the meeting. A quorum may comprise a single Shareholder or proxy and then such person may pass a Resolution of Shareholders and a certificate signed by such person accompanied where such person be a proxy by a copy of the proxy instrument shall constitute a valid Resolution of Shareholders.
- 7.13. If within two hours from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Shareholders, shall be dissolved; in any other case it shall stand

adjourned to the next business day in the jurisdiction in which the meeting was to have been held at the same time and place or to such other time and place as the directors may determine, and if at the adjourned meeting there are present within one hour from the time appointed for the meeting in person or by proxy not less than one third of the votes of the Shares or each class or series of Shares entitled to vote on the matters to be considered by the meeting, those present shall constitute a quorum but otherwise the meeting shall be dissolved.

- 7.14. At every meeting of Shareholders, the Chairman of the Board shall preside as chairman of the meeting. If there is no Chairman of the Board or if the Chairman of the Board is not present at the meeting, the Shareholders present shall choose one of their number to be the chairman. If the Shareholders are unable to choose a chairman for any reason, then the person representing the greatest number of voting Shares present in person or by proxy at the meeting shall preside as chairman failing which the oldest individual Shareholder or representative of a Shareholder present shall take the chair.
- 7.15. The chairman may, with the consent of the meeting, adjourn any meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 7.16. At any meeting of the Shareholders the chairman is responsible for deciding in such manner as he considers appropriate whether any resolution proposed has been carried or not and the result of his decision shall be announced to the meeting and recorded in the minutes of the meeting. If the chairman has any doubt as to the outcome of the vote on a proposed resolution, he shall cause a poll to be taken of all votes cast upon such resolution. If the chairman fails to take a poll then any Shareholder present in person or by proxy who disputes the announcement by the chairman of the result of any vote may immediately following such announcement demand that a poll be taken and the chairman shall cause a poll to be taken. If a poll is taken at any meeting, the result shall be announced to the meeting and recorded in the minutes of the meeting.
- 7.17. Subject to the specific provisions contained in this Regulation for the appointment of representatives of Eligible Persons other than individuals the right of any individual to speak for or represent a Shareholder shall be determined by the law of the jurisdiction where, and by the documents by which, the Eligible Person is constituted or derives its existence. In case of doubt, the directors may in good faith seek legal advice from any qualified person and unless and until a court of competent jurisdiction shall otherwise rule, the directors may rely and act upon such advice without incurring any liability to any Shareholder or the Company.
- 7.18. Any Eligible Person other than an individual which is a Shareholder may by resolution of its directors or other governing body authorise such individual as it thinks fit to act as its representative at any meeting of Shareholders or of any class of Shareholders, and the individual so authorised shall be entitled to exercise the same rights on behalf of the Eligible Person which he represents as that Eligible Person could exercise if it were an individual.
- 7.19. The chairman of any meeting at which a vote is cast by proxy or on behalf of any Eligible Person other than an individual may call for a notorially certified copy of such proxy or authority which shall be produced within 7 days of being so requested or the votes cast by such proxy or on behalf of such Eligible Person shall be disregarded.
- 7.20. Directors of the Company may attend and speak at any meeting of Shareholders and at any separate meeting of the holders of any class or series of Shares.

7.21. An action that may be taken by the Shareholders at a meeting may also be taken by a Resolution of Shareholders consented to in writing by a majority of the votes of Shares entitled to vote and voting thereon, without the need for any notice, but if any Resolution of Shareholders is adopted otherwise than by the unanimous written consent of all Shareholders, a copy of such resolution shall forthwith be sent to all Shareholders not consenting to such resolution. The consent may be in the form of counterparts, each counterpart being signed by one or more Shareholders. If the consent is in one or more counterparts, and the counterparts bear different dates, then the resolution shall take effect on the earliest date upon which Eligible Persons holding a sufficient number of votes of Shares to constitute a Resolution of Shareholders have consented to the resolution by signed counterparts.

8. DIRECTORS

- 8.1. The first directors of the Company shall be appointed by the first registered agent in accordance with the Act upon the incorporation of the Company; and thereafter, the directors shall be elected by Resolution of Shareholders or by Resolution of Directors for such term as the Shareholders or directors determine.
- 8.2. No person shall be appointed as a director of the Company unless he has consented in writing to act as a director.
- 8.3. The minimum number of directors shall be one .
- 8.4. Each director holds office for the term, if any, fixed by the Resolution of Shareholders or Resolution of Directors appointing him, or until his earlier death, resignation or removal. If no term is fixed on the appointment of a director, the director serves indefinitely until his earlier death, resignation or removal.
- 8.5. A director may be removed from office,
- (a) with or without cause, by a Resolution of Shareholders passed at a meeting of Shareholders called for the purposes of removing the director or for purposes including the removal of the director or by a written resolution passed by a least seventy five per cent of the Shareholders of the Company entitled to vote; or
 - (b) with cause, by a Resolution of Directors passed at a meeting of directors called for the purpose of removing the director or for purposes including the removal of the director.
- 8.6. A director may resign his office by giving written notice of his resignation to the Company and the resignation has effect from the date the notice is received by the Company at the office of its registered agent or from such later date as may be specified in the notice. A director shall resign forthwith as a director if he is, or becomes, disqualified from acting as a director under the Act.
- 8.7. The directors may at any time appoint any person to be a director either to fill a vacancy or as an addition to the existing directors. Where the directors appoint a person as director to fill a vacancy, the term shall not exceed the term that remained when the person who has ceased to be a director ceased to hold office.
- 8.8. A vacancy in relation to directors occurs if a director dies or otherwise ceases to hold office prior to the expiration of his term of office.
- 8.9. The Company shall keep a register of directors containing:
- (a) the names and addresses of the persons who are directors of the Company;

- (b) the date on which each person whose name is entered in the register was appointed as a director of the Company;
 - (c) the date on which each person named as a director ceased to be a director of the Company; and
 - (d) such other information as may be prescribed by the Act.
- 8.10. The register of directors may be kept in any such form as the directors may approve, but if it is in magnetic, electronic or other data storage form, the Company must be able to produce legible evidence of its contents. Until a Resolution of Directors determining otherwise is passed, the magnetic, electronic or other data storage shall be the original register of directors.
- 8.11. The directors may, by a Resolution of Directors, fix the emoluments of directors with respect to services to be rendered in any capacity to the Company.
- 8.12. A director is not required to hold a Share as a qualification to office.

9. POWERS OF DIRECTORS

- 9.1. The business and affairs of the Company shall be managed by, or under the direction or supervision of, the directors of the Company. The directors of the Company have all the powers necessary for managing, and for directing and supervising, the business and affairs of the Company. The directors may pay all expenses incurred preliminary to and in connection with the incorporation of the Company and may exercise all such powers of the Company as are not by the Act or by the Memorandum or the Articles required to be exercised by the Shareholders.
- 9.2. Each director shall exercise his powers for a proper purpose and shall not act or agree to the Company acting in a manner that contravenes the Memorandum, the Articles or the Act. Each director, in exercising his powers or performing his duties, shall act honestly and in good faith in what the director believes to be the best interests of the Company.
- 9.3. If the Company is the wholly owned subsidiary of a holding company, a director of the Company may, when exercising powers or performing duties as a director, act in a manner which he believes is in the best interests of the holding company even though it may not be in the best interests of the Company.
- 9.4. Any director which is a body corporate may appoint any individual as its duly authorised representative for the purpose of representing it at meetings of the directors, with respect to the signing of consents or otherwise.
- 9.5. The continuing directors may act notwithstanding any vacancy in their body.
- 9.6. The directors may by Resolution of Directors exercise all the powers of the Company to incur indebtedness, liabilities or obligations and to secure indebtedness, liabilities or obligations whether of the Company or of any third party.
- 9.7. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as shall from time to time be determined by Resolution of Directors.

- 9.8. For the purposes of Section 175 (Disposition of assets) of the Act, the directors may by Resolution of Directors determine that any sale, transfer, lease, exchange or other disposition is in the usual or regular course of the business carried on by the Company and such determination is, in the absence of fraud, conclusive.

10. PROCEEDINGS OF DIRECTORS

- 10.1. Any one director of the Company may call a meeting of the directors by sending a written notice to each other director.
- 10.2. The directors of the Company or any committee thereof may meet at such times and in such manner and places within or outside the British Virgin Islands as the directors may determine to be necessary or desirable.
- 10.3. A director is deemed to be present at a meeting of directors if he participates by telephone or other electronic means and all directors participating in the meeting are able to hear each other.
- 10.4. A director shall be given not less than 3 days' notice of meetings of directors, but a meeting of directors held without 3 days' notice having been given to all directors shall be valid if all the directors entitled to vote at the meeting who do not attend waive notice of the meeting, and for this purpose the presence of a director at a meeting shall constitute waiver by that director. The inadvertent failure to give notice of a meeting to a director, or the fact that a director has not received the notice, does not invalidate the meeting.
- 10.5. A director may by a written instrument appoint an alternate who need not be a director and the alternate shall be entitled to attend meetings in the absence of the director who appointed him and to vote or consent in place of the director until the appointment lapses or is terminated.
- 10.6. A meeting of directors is duly constituted for all purposes if at the commencement of the meeting there are present in person or by alternate not less than one-half of the total number of directors, unless there are only 2 directors in which case the quorum is 2.
- 10.7. If the Company has only one director the provisions herein contained for meetings of directors do not apply and such sole director has full power to represent and act for the Company in all matters as are not by the Act, the Memorandum or the Articles required to be exercised by the Shareholders. In lieu of minutes of a meeting the sole director shall record in writing and sign a note or memorandum of all matters requiring a Resolution of Directors. Such a note or memorandum constitutes sufficient evidence of such resolution for all purposes.
- 10.8. At meetings of directors at which the Chairman of the Board is present, he shall preside as chairman of the meeting. If there is no Chairman of the Board or if the Chairman of the Board is not present, the directors present shall choose one of their number to be chairman of the meeting.
- 10.9. An action that may be taken by the directors or a committee of directors at a meeting may also be taken by a Resolution of Directors or a resolution of a committee of directors consented to in writing by a majority of directors or by a majority of the members of the committee, as the case may be, without the need for any notice. The consent may be in the form of counterparts each counterpart being signed by one or more directors. If the consent is in one or more counterparts, and the counterparts bear different dates, then the resolution shall take effect on the date upon which the last director has consented to the resolution by signed counterparts.

11. COMMITTEES

- 11.1. The directors may, by Resolution of Directors, designate one or more committees, each consisting of one or more directors, and delegate one or more of their powers, including the power to affix the Seal, to the committee.
- 11.2. The directors have no power to delegate to a committee of directors any of the following powers:
- (a) to amend the Memorandum or the Articles;
 - (b) to designate committees of directors;
 - (c) to delegate powers to a committee of directors;
 - (d) to appoint directors;
 - (e) to appoint an agent;
 - (f) to approve a plan of merger, consolidation or arrangement; or
 - (g) to make a declaration of solvency or to approve a liquidation plan.
- 11.3. Sub-Regulation 11.2(b) and (c) do not prevent a committee of directors, where authorised by the Resolution of Directors appointing such committee or by a subsequent Resolution of Directors, from appointing a sub-committee and delegating powers exercisable by the committee to the sub-committee.
- 11.4. The meetings and proceedings of each committee of directors consisting of 2 or more directors shall be governed mutatis mutandis by the provisions of the Articles regulating the proceedings of directors so far as the same are not superseded by any provisions in the Resolution of Directors establishing the committee.
- 11.5. Where the directors delegate their powers to a committee of directors they remain responsible for the exercise of that power by the committee, unless they believed on reasonable grounds at all times before the exercise of the power that the committee would exercise the power in conformity with the duties imposed on directors of the Company under the Act.

12. OFFICERS AND AGENTS

- 12.1. The Company may by Resolution of Directors appoint officers of the Company at such times as may be considered necessary or expedient. Such officers may consist of a Chairman of the Board of Directors, a president and one or more vice-presidents, secretaries and treasurers and such other officers as may from time to time be considered necessary or expedient. Any number of offices may be held by the same person.
- 12.2. The officers shall perform such duties as are prescribed at the time of their appointment subject to any modification in such duties as may be prescribed thereafter by Resolution of Directors. In the absence of any specific prescription of duties it shall be the responsibility of the Chairman of the Board to preside at meetings of directors and Shareholders, the president to manage the day to day affairs of the Company, the vice-presidents to act in order of seniority in the absence of the president but otherwise to perform such duties as may be delegated to them by the president, the secretaries to maintain the register of members, minute books and records (other than financial records) of the Company and to

ensure compliance with all procedural requirements imposed on the Company by applicable law, and the treasurer to be responsible for the financial affairs of the Company.

- 12.3. The emoluments of all officers shall be fixed by Resolution of Directors.
- 12.4. The officers of the Company shall hold office until their successors are duly appointed, but any officer elected or appointed by the directors may be removed at any time, with or without cause, by Resolution of Directors. Any vacancy occurring in any office of the Company may be filled by Resolution of Directors.
- 12.5. The directors may, by a Resolution of Directors, appoint any person, including a person who is a director, to be an agent of the Company. An agent of the Company shall have such powers and authority of the directors, including the power and authority to affix the Seal, as are set forth in the Articles or in the Resolution of Directors appointing the agent, except that no agent has any power or authority with respect to the matters specified in Sub-Regulation 11.2. The Resolution of Directors appointing an agent may authorise the agent to appoint one or more substitutes or delegates to exercise some or all of the powers conferred on the agent by the Company. The directors may remove an agent appointed by the Company and may revoke or vary a power conferred on him.

13. CONFLICT OF INTERESTS

- 13.1. A director of the Company shall, forthwith after becoming aware of the fact that he is interested in a transaction entered into or to be entered into by the Company, disclose the interest to all other directors of the Company.
- 13.2. For the purposes of Sub-Regulation 13.1, a disclosure to all other directors to the effect that a director is a member, director or officer of another named entity or has a fiduciary relationship with respect to the entity or a named individual and is to be regarded as interested in any transaction which may, after the date of the entry or disclosure, be entered into with that entity or individual, is a sufficient disclosure of interest in relation to that transaction.
- 13.3. A director of the Company who is interested in a transaction entered into or to be entered into by the Company may:
 - (a) vote on a matter relating to the transaction;
 - (b) attend a meeting of directors at which a matter relating to the transaction arises and be included among the directors present at the meeting for the purposes of a quorum; and
 - (c) sign a document on behalf of the Company, or do any other thing in his capacity as a director, that relates to the transaction,

and, subject to compliance with the Act shall not, by reason of his office be accountable to the Company for any benefit which he derives from such transaction and no such transaction shall be liable to be avoided on the grounds of any such interest or benefit.

14. INDEMNIFICATION

- 14.1. Subject to the limitations hereinafter provided the Company shall indemnify against all expenses, including legal fees, and against all judgments, fines and amounts paid in settlement and reasonably incurred in connection with legal, administrative or investigative proceedings any person who:

- (a) is or was a party or is threatened to be made a party to any threatened, pending or completed proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director of the Company; or
 - (b) is or was, at the request of the Company, serving as a director of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise.
- 14.2. The indemnity in Sub-Regulation 14.1 only applies if the person acted honestly and in good faith with a view to the best interests of the Company and, in the case of criminal proceedings, the person had no reasonable cause to believe that their conduct was unlawful.
- 14.3. The decision of the directors as to whether the person acted honestly and in good faith and with a view to the best interests of the Company and as to whether the person had no reasonable cause to believe that his conduct was unlawful is, in the absence of fraud, sufficient for the purposes of the Articles, unless a question of law is involved.
- 14.4. The termination of any proceedings by any judgment, order, settlement, conviction or the entering of a *nolle prosequi* does not, by itself, create a presumption that the person did not act honestly and in good faith and with a view to the best interests of the Company or that the person had reasonable cause to believe that his conduct was unlawful.
- 14.5. The Company may purchase and maintain insurance in relation to any person who is or was a director, officer or liquidator of the Company, or who at the request of the Company is or was serving as a director, officer or liquidator of, or in any other capacity is or was acting for, another company or a partnership, joint venture, trust or other enterprise, against any liability asserted against the person and incurred by the person in that capacity, whether or not the Company has or would have had the power to indemnify the person against the liability as provided in the Articles.

15. RECORDS

- 15.1. The Company shall keep the following documents at the office of its registered agent:
- (a) the Memorandum and the Articles;
 - (b) the register of members, or a copy of the register of members;
 - (c) the register of directors, or a copy of the register of directors; and
 - (d) copies of all notices and other documents filed by the Company with the Registrar of Corporate Affairs in the previous 10 years.
- 15.2. If the Company maintains only a copy of the register of members or a copy of the register of directors at the office of its registered agent, it shall:
- (a) within 15 days of any change in either register, notify the registered agent in writing of the change; and
 - (b) provide the registered agent with a written record of the physical address of the place or places at which the original register of members or the original register of directors is kept.
- 15.3. The Company shall keep the following records at the office of its registered agent or at such other place or places, within or outside the British Virgin Islands, as the directors may determine:

- (a) minutes of meetings and Resolutions of Shareholders and classes of Shareholders;
- (b) minutes of meetings and Resolutions of Directors and committees of directors; and
- (c) an impression of the Seal, if any.

15.4. Where any original records referred to in this Regulation are maintained other than at the office of the registered agent of the Company, and the place at which the original records is changed, the Company shall provide the registered agent with the physical address of the new location of the records of the Company within 14 days of the change of location.

15.5. The records kept by the Company under this Regulation shall be in written form or either wholly or partly as electronic records complying with the requirements of the Electronic Transactions Act (No. 5 of 2001).

16. REGISTERS OF CHARGES

The Company shall maintain at the office of its registered agent a register of charges in which there shall be entered the following particulars regarding each mortgage, charge and other encumbrance created by the Company:

- (a) the date of creation of the charge;
- (b) a short description of the liability secured by the charge;
- (c) a short description of the property charged;
- (d) the name and address of the trustee for the security or, if there is no such trustee, the name and address of the chargee;
- (e) unless the charge is a security to bearer, the name and address of the holder of the charge; and
- (f) details of any prohibition or restriction contained in the instrument creating the charge on the power of the Company to create any future charge ranking in priority to or equally with the charge.

17. SEAL

The Company may have more than one Seal and references herein to the Seal shall be references to every Seal which shall have been duly adopted by Resolution of Directors. The directors shall provide for the safe custody of the Seal and for an imprint thereof to be kept at the registered office. Except as otherwise expressly provided herein the Seal when affixed to any written instrument shall be witnessed and attested to by the signature of any one director or other person so authorised from time to time by Resolution of Directors. Such authorisation may be before or after the Seal is affixed, may be general or specific and may refer to any number of sealings. The directors may provide for a facsimile of the Seal and of the signature of any director or authorised person which may be reproduced by printing or other means on any instrument and it shall have the same force and validity as if the Seal had been affixed to such instrument and the same had been attested to as hereinbefore described.

18. DISTRIBUTIONS BY WAY OF DIVIDEND

- 18.1. The directors of the Company may, by Resolution of Directors, authorise a distribution by way of dividend at a time and of an amount they think fit if they are satisfied, on reasonable grounds, that, immediately after the distribution, the value of the Company's assets will exceed its liabilities and the Company will be able to pay its debts as they fall due.
- 18.2. Dividends may be paid in money, shares, or other property.
- 18.3. Notice of any dividend that may have been declared shall be given to each Shareholder as specified in Sub-Regulation 20.1 and all dividends unclaimed for 3 years after having been declared may be forfeited by Resolution of Directors for the benefit of the Company.
- 18.4. No dividend shall bear interest as against the Company and no dividend shall be paid on Treasury Shares.

19. ACCOUNTS AND AUDIT

- 19.1. The Company shall keep records that are sufficient to show and explain the Company's transactions and that will, at any time, enable the financial position of the Company to be determined with reasonable accuracy.
- 19.2. The Company may by Resolution of Shareholders call for the directors to prepare periodically and make available a profit and loss account and a balance sheet. The profit and loss account and balance sheet shall be drawn up so as to give respectively a true and fair view of the profit and loss of the Company for a financial period and a true and fair view of the assets and liabilities of the Company as at the end of a financial period.
- 19.3. The Company may by Resolution of Shareholders call for the accounts to be examined by auditors.
- 19.4. The first auditors shall be appointed by Resolution of Directors; subsequent auditors shall be appointed by a Resolution of Shareholders.
- 19.5. The auditors may be Shareholders, but no director or other officer shall be eligible to be an auditor of the Company during their continuance in office.
- 19.6. The remuneration of the auditors of the Company:
 - (a) in the case of auditors appointed by the directors, may be fixed by Resolution of Directors; and
 - (b) subject to the foregoing, shall be fixed by Resolution of Shareholders or in such manner as the Company may by Resolution of Shareholders determine.
- 19.7. The auditors shall examine each profit and loss account and balance sheet required to be laid before a meeting of the Shareholders or otherwise given to Shareholders and shall state in a written report whether or not:
 - (a) in their opinion the profit and loss account and balance sheet give a true and fair view respectively of the profit and loss for the period covered by the accounts, and of the assets and liabilities of the Company at the end of that period; and
 - (b) all the information and explanations required by the auditors have been obtained.

- 19.8. The report of the auditors shall be annexed to the accounts and shall be read at the meeting of Shareholders at which the accounts are laid before the Company or shall be otherwise given to the Shareholders.
- 19.9. Every auditor of the Company shall have a right of access at all times to the books of account and vouchers of the Company, and shall be entitled to require from the directors and officers of the Company such information and explanations as he thinks necessary for the performance of the duties of the auditors.
- 19.10. The auditors of the Company shall be entitled to receive notice of, and to attend any meetings of Shareholders at which the Company's profit and loss account and balance sheet are to be presented.

20. NOTICES

- 20.1. Any notice, information or written statement to be given by the Company to Shareholders may be given by personal service or by mail addressed to each Shareholder at the address shown in the register of members.
- 20.2. Any summons, notice, order, document, process, information or written statement to be served on the Company may be served by leaving it, or by sending it by registered mail addressed to the Company, at its registered office, or by leaving it with, or by sending it by registered mail to, the registered agent of the Company.
- 20.3. Service of any summons, notice, order, document, process, information or written statement to be served on the Company may be proved by showing that the summons, notice, order, document, process, information or written statement was delivered to the registered office or the registered agent of the Company or that it was mailed in such time as to admit to its being delivered to the registered office or the registered agent of the Company in the normal course of delivery within the period prescribed for service and was correctly addressed and the postage was prepaid.

21. VOLUNTARY WINDING UP AND DISSOLUTION

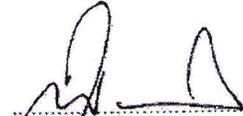
The Company may by a Resolution of Shareholders or by a Resolution of Directors appoint a voluntary liquidator.

22. CONTINUATION

The Company may by Resolution of Shareholders or by a resolution passed unanimously by all directors of the Company continue as a company incorporated under the laws of a jurisdiction outside the British Virgin Islands in the manner provided under those laws.

We, **Equity Trust (BVI) Limited**, of Palm Grove House, P.O. Box 438, Road Town, Tortola, British Virgin Islands for the purpose of incorporating a BVI Business Company under the laws of the British Virgin Islands hereby sign these Articles of Association the 16th day of April 2007:

Incorporator



Jacinth Ward
Authorised Signatory
Equity Trust (BVI) Limited

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1.3 Financial standing

Attached is a statement from the Company's Corporate Advisor's, SA Capital in respect to the issued capital of Demand Sport Limited which is in excess of 100 million x \$1 shares.

Company Advisers

Demand Sport Limiteds advisers are:

- Accountants in India:
Deloitte's, Chartered Accountants,
12 Dr. Annie Besant Road
Worli, Mumbai, India – 400 018

- Lawyers in India:
ABZ Partners, Advocates & Solicitors
Express Tower – 23rd Floor
Nariman Point
Mumbai, India – 400 021

- Corporate Adviser:
SA Capital Pty Ltd
35A Wootoona Terrace,
St Georges SA, Australia 5064

SA CAPITAL

SA Capital Pty Ltd
ACN 114 959 803
35A Woottona Terrace
St Georges SA 5064
Tel: (08) 8338 4880
Fax: (08) 8338 4555
amid@sa@capital.com.au

12 December 2007

Board of Control for Cricket in India
Cricket Centre, Wankhede Stadium
'D' Road, Churchgate,
Mumbai - 200020 India

Attn of Mr. Lalit Modi
Chairman of BCCI Marketing Committee

Dear Sir,

Demand Sport Limited (BVI): Tender to the BCCI

As you may know, SA Capital Pty Ltd is the Corporate Adviser of Demand Sport Limited (BVI) and has played a key role in its financial establishment and its ongoing funding requirements.

Pursuant to the BCCI Tender Requirements, as at 1 December 2007, the issued capital of Demand Sport Limited (BVI) was 106,277,334 = \$1 shares.

Yours truly



Angus Middleton
Director

SA Capital Pty Ltd
ACN: 114 959 803
AFSL No: 291787
35A Woottona Terrace,
St Georges SA 5064
Home Phone: (08) 8338 4555
Business Phone: (08) 8338 4880
Business Fax: (08) 8338 4880
Mobile: (04) 1980 0660
Email: amid@sa@capital.com.au

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DEMAND SPORT

Part B

Invitation to Tender

Web Portal Rights Tender

Technical/Functional Bid

25 January 2008

**DEMAND
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1 Executive Summary

The Cricket Network Pty Ltd ("TCN") a wholly owned subsidiary of Demand Sport Limited, was established two years ago to commercialise global sports media opportunities provided by the game of cricket.

TCN provides digital media management, content development and advertising systems to build and grow audiences for sporting federations.

TCN spent 2005 assessing the sports media opportunities in cricket and worked with the BCCI during 2006 jointly developing its digital media strategy. As a consequence TCN has an intimate knowledge on the Indian cricket scene, the potential digital audiences both in India and internationally, the sources of potential revenue, the costs of development, and understands the business case for a BCCI web portal. This experience places TCN in a unique position in Indian cricket of being able to have a web portal up and running with relevant content very quickly.

TCN has met with all of the BCCI's stakeholders relevant to its prospective web portal including broadcasters, statisticians, team managers, other international Cricket Associations, video and photo archive facilities, along with merchandising operators, ticketing operators etc.

TCN's directors and senior management have extensive experience in sports right's management, digital media consulting, operations, implementation and management. Importantly, TCN's key people all have extensive experience in operating in India. The team of partners assembled by TCN, are of world standard and are ready to provide their extensive experience and expertise to make the BCCI web portal a world leader. Included in the group is Major League Baseball Advanced Media, the manager of www.mlb.com, one of the most successful sports web portals in the world.

A key driver for the success of the BCCI's web portal is the Indian population's access to broadband, which is likely to be a limiting factor in the growth of the portal. Despite this early restriction, TCN has developed a number of mitigation strategies designed to maximize audience attraction.

Given TCN's involvement with the BCCI for the last 2 years, its knowledge of cricket, relationships with the ICC and other cricketing federations, its strong digital sports media experience, and global partners providing world's best digital media solutions and experience, the TCN Group's Bid for the BCCI's web portal provides the ultimate opportunity for the BCCI to lead the cricket world in digital media.

The TCN Group comprises of TCN and its partners. This strategically formed group provides a world-class, end-to-end solution for web portal development, delivery and management.

The TCN Group proposes a long term incremental and self funding implementation approach to the BCCI website portal. This will ensure minimum risk to the BCCI with:

1. The TCN Group incurring the necessary capital costs to design and construct the necessary systems and hardware and associated operating arrangements;
2. The TCN Group to firstly recoup the capital and operating costs from revenue and
3. For the establishment of a revenue sharing arrangement between the BCCI and the TCN Group.

Commencing with the release of an interim website within 2-3 months, TCN will ensure the widest coverage and the largest possible audience for BCCI events, maximizing and enhancing exposure for the BCCI and its official sponsors, whilst designing and implementing the BCCI web portal with full functionality.

The TCN Group has well-established processes for planning, tracking and monitoring the project throughout its execution cycle. This includes governance, project planning, review sessions, communications plan, change management processes etc.

The TCN Group's Web Portal proposal is founded on a true partnership approach and is considered to be the best fit for the BCCI to lead the cricket world in new media. We recommend the proposed approach to the BCCI.

2 The Cricket Network and Demand Sport

The Cricket Network (TCN) was established as a wholly owned subsidiary of Demand Sport in 2006 to work specifically with the world cricket community including the ICC, the BCCI and all National Cricket Boards to commercialise global sports media opportunities provided by the game of cricket.

Demand Sport is a leading integrated Digital Media company providing management, content development and advertising systems to build and grow audiences for sporting federations. As a management company Demand Sport unlocks inherent value as new revenue streams are identified, quantified, then realised through strategic development of online properties and placement of digital media rights. Demand Sport's sporting federation ventures include World Cycling ("UCI"), Rugby League and Basketball ("FIBA").

2.1 TCN Directors

Luke Reinehr - Chief Executive / Director

Luke has pioneered Digital Media opportunities with international sporting organisations such as the BCCI, Union of Cycliste Internationale, FIBA and GAISF (the governing body of world sport federations). As part of this strategy, Luke has attained the support of leading technology groups around the world, such as Sun Microsystems, Wipro, Akamai, Microsoft and MLBAM, the world's leading online sports community to focus on empowering sports associations with their Digital Media rights and developing their sporting communities.

Luke holds degrees in Law and Arts and practiced for many years as a commercial partner at Kahn & Clahr and then Reinehr Rockwell where he was responsible for project negotiation and documentation on many of Australia's most significant resource projects. A sailing tragic, Luke is also a committee member of the Sandringham Yacht Club, Victoria Australia.

John Feenie - Director

With a proven track record in opening new markets including Asia, the Indian subcontinent, Europe and the United States, John has over 25 years of strategic, management and operational experience. During his 10 years at The Walt Disney Company, he most recently served as Executive Vice President, China Affairs. Previously based in Hong Kong, John was also President, Asia/Pacific for the Company's Consumer Products Division, building businesses across Asia/Pacific and the Indian Subcontinent.

Prior to joining the Disney organization, John worked as Vice President for Philip Morris Asia, Inc. where his responsibilities included a period as Managing Director, Japan and responsibility for the



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Company's tobacco activities in the Indian Subcontinent and ASEAN. He is a graduate of the University of Sydney, earned his MBA from Macquarie University in Australia and attended the Advanced Management Program at the Harvard Business School.

John Dollisson - Director / CEO TCN India

John has extensive experience in the Asia Pacific region as Chairman of Australasian Marketing Group, a company providing marketing, strategic planning, market access services and specialist expertise to Australian and Asian companies/government bodies. During 2003-04 John was an advisor to a leading industrial company in India. John has 33 years experience in government, industry and sports marketing and advertising including 10 years in Asia, Europe and the US running and floating advertising and sports management companies in Hong Kong, China and Australia. This included the establishment and management of Media Partners International, now a public company in the HK, China and Taiwan, COO of Sports and Outdoor Media PLC including CEO of the International Sports Group during the Sydney Olympics.

John was the CEO of the Boyer Group managing the advertising rights at all of Australia's and the UK's test and county cricket grounds. Prior to his work with Philip Morris he spent 10 years in the Public Sector with the Australian Prime Minister's Department in Canberra as a key advisor. John has undergraduate degrees in Economics, Politics and an MBA. John is also on the Board of the Mosman Rowing Club in Sydney, Australia.

Michael Payne - Director

Michael is both a director and Special Advisor to Demand Sport and has been at the forefront of the sports marketing industry for nearly 30 years. Nominated as one of the world's most influential marketers by Advertising Age, Michael became the International Olympic Committee's first ever Marketing and Broadcast Rights Director in 1988, where he oversaw and directed the creation of a multi-billion dollar global marketing portfolio, co-coordinating the marketing effort for 15 Olympic Winter and Summer Games. His business book, "Olympic Turnaround" (Published London Business Press - June 2005) details the business story of how the Olympic Games stepped back from the brink of bankruptcy to become the world's best known brand - and a multi billion dollar global franchise, has earned critical acclaim in the industry and been translated into more than 10 languages.

In September 2004, Michael joined Formula One Management, as Special Advisor to the Chairman/CEO Mr. Bernie Ecclestone. Michael is a member of various international advisory boards, including Imperial College, London; The World Sports Congress and the Montreux Jazz Festival and consults with various organisations from WPP to British Telecom on their sports business strategies. A regular commentator on sports marketing industry affairs for CNN, BBC and other global media groups, Michael, a British citizen lives in Lausanne, Switzerland.

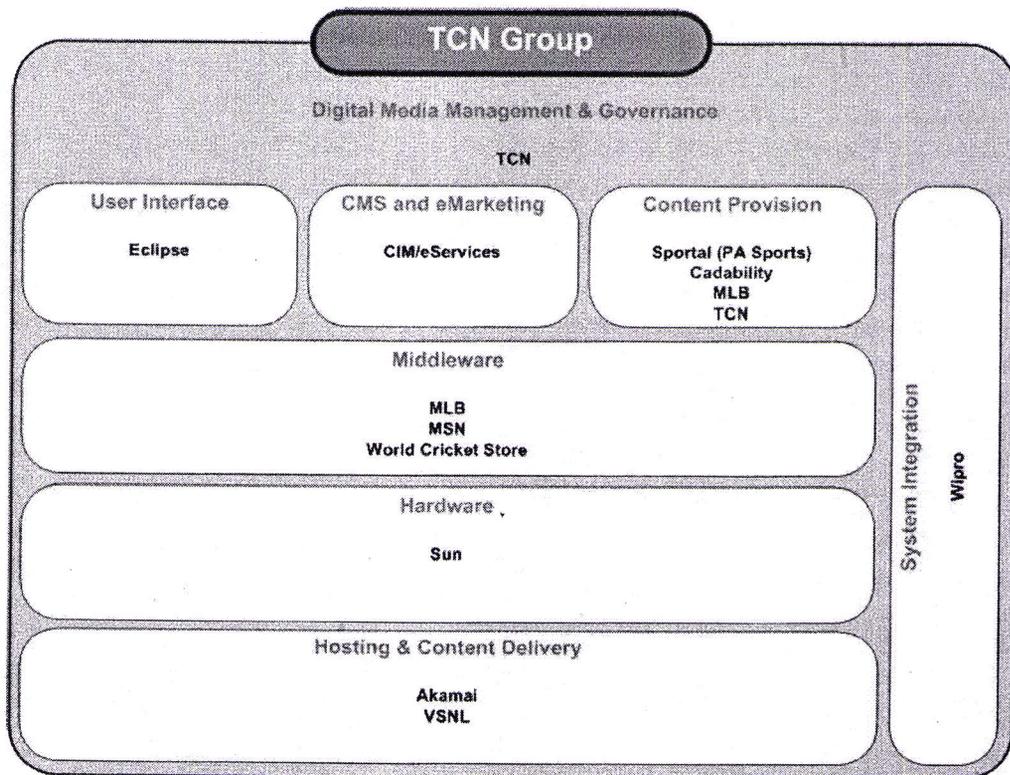
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2.2 Partnering Companies

The TCN Group comprises of TCN and its partners. This strategically formed group provides a world-class, end-to-end solution for web portal development, delivery and management.

The following diagram and partner synopses illustrate TCN Group's relevant partners, and subject to final design and commercial parameters, their likely role in the provision of services.



Akamai

Akamai will be providing services to host the portal and deliver content online. Akamai is the global leader in content distribution with more than 14,000 servers in 65+ countries, supplying in excess of 22% of the world's internet traffic. More than 1,200 organizations have formed trusted relationships with Akamai, improving revenue and reducing costs by maximizing their online business performance. Leveraging the Akamai *Edge Platform*, these organizations gain business advantage today, while building a foundation for the emerging Web solutions of tomorrow.

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Ad+Demand

AD+Demand is a wholly owned subsidiary of Demand Sport Limited. It's proprietary framework and software enables the highly efficient and engaging targeting of advertising to an audience. AD+Demand enables the delivery of cost effective and accountable advertising in video streams, for sporting federations and Demand Sport partners. It is currently being implemented in China's largest website portal SINA.com and 1 European sporting portals. Ad+Demand's Chief Executive is Tony Phillips, former CEO of George Patterson's, one of Australia's largest Advertising Agencies.

Cadability

Cadability will be providing content provision services. Cadability specializes in the business of Data Capture, Data Analysis and Data Casting of smart real-time information. It uses proprietary technologies developed in-house to capture data from the public domain for digital on-demand retrieval and analysis, together with video and graphic presentation. The team at Cadability has been involved with sporting multimedia content since the middle of 1995 and has developed a strong base of systems and solutions created on nine of the most followed sports in Australia and seven of the most followed sports globally, namely AFL, Cricket, Rugby League and Rugby Union, Basketball, Golf, Motor Sports, Soccer and Tennis.

CIM/eServices

CIM/eServices (eServices) will be providing services to develop the content management system (CMS) for the interim site and deliver eMarketing services. eServices is Australia's premier permission marketing and email distribution company with clients such as Qantas, Vodafone and NAB. eServices specific services include online marketing web portal design, web development, content management systems (CMS) and system integration. eServices is renowned for developing integrated online marketing strategies specializing in driving traffic to websites through search engine optimisation, online advertising, viral media and email marketing.

Eclipse

Eclipse will be providing services to design and develop the user interface for the portal. Eclipse is Australia's leading online, mobile and emerging technology consultancy group. Eclipse is a subsidiary of Deloitte Touche Tohmatsu "Deloitte" and employs over 140 people Australia wide. Deloitte is one of the leading professional service organizations with more than 119,000 people in over 140 countries. Deloitte provides services to half of the world's largest companies and is committed to India with over 2,000 IT specialists in Mumbai. Eclipse have an award winning user-centric information architecture and design team that have worked with a number of the world's leading organisations including BigPond AFL, Holden (General Motors), BHP Billiton, Telstra, Coles Online and Diners Club.

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MLBAM

Major League Baseball Advanced Media will be providing content provision and middleware platform services. MLB.com is the Internet's most successful broadband web portal devoted to professional sports, with more than 4 billion page views and over 830 million visitors in 2006. MLBAM distributes content through interactive media, including pc-based/mobile web sites and mobile applications.

MLBAM's in-house solution includes multimedia production and distribution, streaming of live audio and video, design, fantasy gaming and the production and distribution of original programming for any desired platform. MLBAM has more than 400 full-time employees with departments ranging from e-commerce to technology, editorial, mobile, multimedia, syndication/business development, legal and finance, public relations, ticketing, customer service, marketing and sponsorship/advertising.

Microsoft

Microsoft ("MSN") will be providing middleware services. MSN's Silverlight is a cross-browser, cross-platform plug-in for delivering high quality media experiences and rich interactive applications for the Web. Silverlight offers a flexible programming model and integrates with existing Web applications. Silverlight supports fast, cost-effective delivery of high-quality video to all major browsers. Silverlight's quality and performance is known to easily surpass the likes of JavaScript and its core competitors such as Flash. MSN India has a long and rich history with the Indian Government and the BCCI having provided umpiring software solutions in the past.

Sportal (PA Sports)

Sportal will be providing content provision services. Sportal has over seven year's experience in delivering world class database-driven websites; technical solutions; and content solutions to various media organisations. Having produced official sites globally, from Benetton F1, Michelin F1 and Euro 2000 for UEFA to prestigious clubs sites in Europe such as AC Milan, Juventus, Bayern Munich, Paris St.Germain and Sporting Lisbon this experience enabled Sportal to be awarded the production contract by Telstra for www.afl.com.au (No.1 sports website in Australia) and the 16 AFL club sites in late 2001. Other sites delivered include: www.mcg.org.au, www.a-league.com.au, www.igsport.com.au, www.octagonaustralia.com.au, www.cricket.com.au, www.pga.org.au, www.bushrangers.com.au, and our own No.1 multi-sport site www.sportal.com.au.

Sun Microsystems

Sun Microsystems will be providing the hardware for the portal. Sun is a Fortune 500 company with 38,600 employees in over 100 countries. In 2005 Sun generated \$13.5 billion in global revenues, spending \$1.7 billion in R&D. Sun is the owner of the Java Operating System that powers 2 billion mobile phones and devices. Sun remains MLB.com's technology partner, supplying their Digital Assets

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Management system reference architecture and hardware, and will fulfil a similar preferred technology role with TCN. Sun will contribute expertise from India, US, Hong Kong, Australia and from around the world.

VSNL

Videsh Sanchar Nigam Limited (VSNL) will be providing services to host the portal and deliver content online. VSNL is India's leading provider of International Telecommunications and Internet Services. As the country's leader in International Long Distance services and with a strong pan-India National Long Distance presence, VSNL is the leader in the Corporate Data Market in the country today with a strong service offering covering IPLCs, Internet Leased Lines, Frame relay, ATM and MPLS based IP-VPN services. With established relations with over 80 carriers across the globe, VSNL today has a strong infrastructure base that covers multiple gateways, earth stations and submarine cable systems.

Wipro

Wipro will be providing system integration and project governance services. Wipro is the No.1 provider of integrated business, technology and process solutions on a global delivery platform. An Indian company, Wipro is the 4th largest IT company in the world in terms of market capitalization and is listed on the NYSE (WIT). Wipro is a quality driven organization and is the world's first professional services organization to achieve SEI-CMM Level 5, CMMi Level 5, P-CMM Level 5, and is the only IT services organization to have an organization wide Six Sigma program. Wipro has a deep understanding and rich experience in implementing Portal and Content Management Solutions, Digital Asset Management infrastructure, expertise in SUN suite of products, wide footprint of services, impressive track record in project management & onsite-offshore project execution, large, diverse talent pool and world class quality systems.

World Cricket Store

World Cricket Store (WSC) will be providing middleware/eCommerce services. WCS are the world's largest distributor of cricket merchandise and have pioneered the selling of cricket apparel through the internet. WCS has accumulated a team of individuals whose experience in running an ecommerce sports operation is unrivalled. The team has developed the world's largest online sports retail site, www.kitbag.com and are responsible for many of the high profile online sports stores including the official Manchester United, Barcelona and Chelsea football club stores.

2.3 Implementation Experience and Capabilities

TCN and its partners are proven providers of world class solutions. The following table details projects completed by the partners and highlights the key services provided for each. For detailed case studies (noted with a * in the list below) refer to Attachment A.

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PROJECT DESCRIPTION	SERVICES PROVIDED													
	Identified revenue streams	Managed end to end operations	Mixed traffic	Managed large traffic volumes	Ability to scale operations	Provided seamless operators	Ensured data security and integrity	Identified revenue streams	Managed end to end operations	Mixed traffic	Managed large traffic volumes	Ability to scale operations	Provided seamless operators	Ensured data security and integrity
1. UCI Demand Sport audited and evaluated the UCI's digital media rights and designed a web portal implementation strategy and detailed business plan.	✓													
2. FIBA Demand Sport audited and evaluated FIBA's digital media rights and designed a web portal implementation strategy and roadmap.	✓													
2. Fox Sports programming via MSN* Akamai supported FoxSports.com to exclusively provide sports programming via the MSN portal.			✓	✓	✓									
3. NBCOnline Olympics Coverage* Akamai supported NBCOlympics.com to deliver real-time, interactive and media-rich coverage of the Olympics.			✓	✓	✓								✓	
4. LiveEarth concert record breaking live stream* Akamai supported the global LiveEarth concert by flawlessly delivering 15 million video streams to 8 million site visitors on day of the event.			✓	✓	✓								✓	
5. Rediff.com live fold traffic increase* Akamai provided Indian online news provider Rediff the ability to handle 500% increase in traffic without additional infrastructure expenses	✓												✓	✓
6. Vitaminme online store Eclipse designed & developed the Vitaminme online store to support 3000 products with full integration with the stores Point of Sale system.	✓		✓	✓	✓								✓	✓

* Denotes case study provided in Attachment A.

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PROJECT DESCRIPTION	SERVICES PROVIDED														
	Identified revenue streams	Managed end to end operations	Maximized traffic	Managed large traffic volumes	Ability to scale operations	Provided seamless operations	Provided business continuity planning	Ensured data security and integrity	Managed end to end operations	Maximized traffic	Managed large traffic volumes	Ability to scale operations	Provided seamless operations	Provided business continuity planning	Ensured data security and integrity
7. Freedom online gift registry* Eclipse delivered an online strategy and then designed & developed Freedom's online gift registry which has been nominated for an iAward.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
8. Australian Football League and 16 club websites Sportal designed, developed, tested, launched and now maintains the on-going production of the AFL website and 16 AFL club websites.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
9. Melbourne 2006 Commonwealth Games websites Sportal designed, developed, tested, launched and maintained the Commonwealth Games website and Volunteer Portal.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
10. Infrastructure technology and services for MLB.com Sun provides the infrastructure for MLB.com which averages 6 million visitors daily has had no application downtime in 2 years of operation.		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
11. Mazda corporate site, model launch sites and intranet eServices has worked with Mazda to deliver the corporate site, model launch sites, the Mazda intranet and technology infrastructure services.	✓														✓

* Denotes case study provided in Attachment A.

PROJECT DESCRIPTION	SERVICES PROVIDED									
	Identified revenue streams	Developed & implemented web solution	Managed end to end operations	Mixed traffic	Managed large traffic volumes	Ability to scale operations	Provided seamless operators	Provided business continuity planning	Ensured data security and integrity	
12. Major League Baseball website MLB.com* MLB/A operates a pay per view model as well plus advertising & merchandising revenues. In 2005 MLB.com generated \$250 million revenue.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
13. EMI Music Digital Business* MSN worked with EMI Music in a global technology transformation process called Digitalising EMI Music.		✓		✓	✓	✓	✓	✓	✓	✓
14. VitalStream - Streaming high quality digital content* VitalStream utilised Microsoft technologies to support its global network optimized for streaming high quality digital content.				✓	✓	✓	✓	✓	✓	✓
15. AOL Windows Sidebar* AOL utilised Microsoft Silverlight to create a Windows sidebar that aggregates communications for a customers top 5 friends into a single location.		✓					✓	✓	✓	✓
16. CBS Television Website* Using Microsoft Silverlight CBS Television created a rich easy to use web application that supports member generated audio, video and image files.		✓								✓

* Denotes case study provided in Attachment A.



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3 Portal Strategy

3.1 Implementation Approach

The TCN Group proposes an incremental and self-funding implementation approach to the BCCI website portal, including the IPL Portal. This will ensure minimum risk to the BCCI with:

1. The TCN Group incurring the necessary capital costs to design and construct the necessary systems and hardware and associated operating arrangements;
2. The TCN Group to firstly recoup the capital and operating costs from revenue and
3. For the establishment of a revenue sharing arrangement between the BCCI and the TCN Group.

This approach will, in the long term (10 years), see the Technical and Functional requirements implemented as detailed below in section 4 and 5.

Commencing with the release of an interim website to be released within 2-3 months, TCN will ensure the widest coverage and the widest possible audience for BCCI events, maximizing and enhancing exposure for the BCCI and its official sponsors, whilst designing and implementing the BCCI web portal with full functionality.

3.2 Incremental and Iterative Development

With the above approach taken, and based on the TCN Group's prior implementation experiences in similar projects, it is proposed to have at least 3 releases for successful execution of the project. The priority of the sites and applications that need to be included in each release would be done as a part of requirements gathering exercise.

The TCN Group's methodology enables rapid development with focus on reusability and component development, which would help in scaling during the subsequent phases of the project. TCN Group partners' Wipro have evolved this development process from its experience of working on large portal projects that demand shorter lifecycles, yet with evolving requirements. The process is particularly well suited for projects of the scale of BCCI website portal as the business requirements keep evolving on an ongoing basis. This model enables incremental and iterative development of the software. While a given functionality is being designed, developed and tested, another iteration of development, integration, and testing can be carried out simultaneously for another logical sequence of functionality

The various phases, activities and deliverables of the project are described in detail in the below deliverables.

3.3 Deliverables

The launching of a world-class cricket web-portal is centered on a number of compelling economic rationales. Firstly, the web's interactive real time capability provides an unmatched capacity to generate awareness, participation and excitement among the global cricket audience. Despite their best efforts, neither C&S nor terrestrial TV can achieve this sense of community with their audience.

Secondly, the web can provide significant revenue opportunities with the potential of millions of visitors logging onto the website to buy products, purchase tickets for upcoming games, and subscribe to value-added services. These revenue opportunities will be supplemented by online advertising as companies (whether new or existing BCCI partners) join to present their goods and services to such a large audience.

Finally, technological advances are resulting in "on-demand" entertainment, and the opportunity to provide access to cricket content, BCCI content, video and audio will provide an ongoing revenue stream.

These business drivers can only be realised with a unique web-portal available to an audience of previously unimaginable scale. As the "home of Indian cricket", the website portal and its digital infrastructure will deliver an unmatched personalised (and targeted) experience with access to news, drama, content, archives, highlights, live streaming, ticketing and generic/event related merchandising.

On April 10, 2006, the BCCI signed a Memorandum of Understanding ("MOU") which provided for TCN to:

- construct and exclusively operate the official BCCI cricket web portal, the website portal, as the "home of the Men in Blue"; and
- Have access to Indian cricket archival and contemporary game assets (video, audio, images, text and statistics ("BCCI Assets")) for digitization and subsequent exploitation and multi-distribution via a DAM infrastructure.

Phase 1

Based on the above MOU, TCN in 2006 developed with its web designer Eclipse, Wipro, Sun and editorial content providers Sportal (PA Sports), an interim website which included:

- BCCI website look & feel validated by focus group and user testing
- Fully tested and functioning content managed website viewable via computer and WAP enabled mobile phones, including:
 - Live scores

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- Video streaming
- Audio steaming and download
- Player Profiles
- Indian International Tests, ODI and Twenty/20 results
- Indian International & Domestic Schedule
- News, Press Releases
- Domestic Venues and Associations
- About the BCCI
- Registration
- Polls

Assuming no branding changes are required this interim site will take 2-3 months (from the time contracts are signed) to deploy live, providing the BCCI and it's official sponsors maximum exposure whilst subsequent content, services and revenue streams are developed.

TCN will also design, develop and implement the IPL website by 1 April, 2008. This is subject to satisfactory contracts being agreed within 7 days from appointment.

Phase 2

Phase 2 will see the incremental and self funded introduction of revenue streams as well as the continuing development of content to provide a rewarding experience for its users. The TCN Group understands cricket and will develop a comprehensive content plan that will align with the Indian (and other Cricketing nations) Cricket Calendar. This means the website portal development work, as well as on-going customization / content enhancements, have to happen in a very time bound fashion to ensure that the portal is ready to serve customers during the event. Request for Time extensions is not an option available to a service provider in such a mission critical project:

- Sponsorship and Advertising
- Merchandise
- Ticketing
- Mobile Strategy
- Content development
 - Additional video & audio content
 - Cricket Lite™
 - Gallery
 - Coaching tips
 - Player interviews
 - Features
 - Wallpapers
 - Screensavers

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- Competitions Player Blogg
- Additional video and audio content
- Broadband Live Streaming
 - Live matches
 - News desk
 - Start TV reality show streaming

Over time and on-going but commencing within 6 months.

Phase 3

The key to TCN's infrastructure is its proposed DAM system sitting behind the website portal. Options include either utilizing aspects of the MLB.com platform or designing a new DAM infrastructure. This could commence in parallel to Phase 2 with implementation completed in 18 months to 2 years subject to revenue targets being met.

This system will permit variable content ingress (low/high resolution, digital, analogue, disk or tape, etc), facilitate the storage of data and metadata and provides for web-based access across the entire database. This structure will enable content developers to efficiently edit and produce cricket and associated lifestyle vision for broadcast on the website portal.

There are 3 major work processes that are designed to flow from the TCN Groups's proposed DAM system, being:

- I. Digitalization of Archives/Logging of Contemporary Footage
- II. Development of Content
- III. Asset Management

These processes are scheduled to commence concurrently with the launch of the web-portal and are broadly described as follows:

(i) Digitalization of Archives/Logging of Contemporary Footage

TCN's infrastructure is designed to ingest BCCI Assets so that they can be preserved, logged and made available for use as digital content. With India having played 393 Tests and 611 ODI's since the 1870's there is potentially in excess of 15,000 hours of play comprising the BCCI Assets. Of course, much of this play has not been recorded. However this program is a critical undertaking and will consolidate and preserve cricket's heritage for future generations. The intellectual property value of such cricket archives is immeasurable, and BCCI has taken positive steps to ensure its preservation.

The revolution in digital technology has alerted leading sport leagues around the world that they hold a valuable asset in their archival and contemporary footage. For Indian cricket, the first crucial step in this process was the identification, negotiation and delivery up by cricket broadcasters of all BCCI



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Assets to BCCI, which occurred in early 2006. The next stage is the location of play-out equipment, which is usually the same vintage as the archives! TCN has previously met with the leading broadcasting producer in the US, WGBH-Boston to assist in the evaluation and digitalization of archival footage utilising their industry expertise and extensive range of play-out equipment. TCN also intends to sponsor a program of identifying, capturing and digitalizing Indian historical cricket footage from around the world that is not incorporated within the BCCI Assets (e.g., private videos and images.) Separate from the digitalization of archival footage is the on-going storage and logging of contemporary digital footage that is to revert to BCCI within 72 hours of broadcasting. By undertaking the digitalization and logging of these assets, previously unimaginable opportunities arise in the commercial exploitation of this footage, by way of streaming, content development and fan interactivity.

In simple terms, the digitalization and logging program provides for a "tab" or "metadata" to be attached to all noteworthy events (available from each camera angle) in every broadcast game of Indian cricket. This metadata is entered against the archives in "real time" by technicians with an excellent understanding of the game and is a program that will take many years to complete. However, these digitalization and logging programs facilitate over time, a rich and vast database to enhance user content.

As discussed throughout 2006, TCN and the BCCI plan over time to extend the reach and experience of the website portal infrastructure and its digitalization/logging programs to other national cricketing boards to assist in the global preservation of cricket's legacy.

As part of the digitalisation of existing BCCI Assets, cricketing photographs will also be prioritised and digitised as will the historical statistics on Indian Cricket. These all form part of the valuable digital library of the website portal.

(ii) Development of Content

As the TCN Group undertakes the digitalization and logging programs, the website portal will have available the most important cricket archive depository in the world. In order to enrich the viewing experience of Indian cricket fans, these BCCI Assets must be incorporated and supplemented with engaging content.

TCN in conjunction with its production partners will develop content supplemented by the BCCI Assets for particular viewing requirements. This content is planned to include:

- BCCI and sports news-desk
- Award ceremonies
- Streaming 30 minute daily highlights from domestic and international games
- Streaming of complete games 24 hours after close of play
- Live streaming of games (under licence)

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- Stories and reviews, player web-pages and blogs
- Interactive games and content
- Umpire and statistical analysis, historical reviews, cricket coaching clinics
- Interviews, lifestyle and drama drawn from India, Bollywood and internationally
- Highlight packages (under licence) from country and ICC broadcasters

The TCN Group will assess the viability of the website portal acquiring the broadband rights from domestic and international cricket broadcasters as live streaming content. If viable and at an acceptable price point, TCN will also assess acquiring ICC broadband rights in the longer term

The TCN Group's vision is to jointly develop with BCCI a unique and valuable sporting brand that can only be matched globally by soccer and possibly Formula One (F1). In partnership with BCCI, TCN plans to aggressively leverage off the successful the website portal brand into other international markets. Similar channel brand expansion has been successfully achieved by ESPN with ESPN2, ESPN Classic etc.

(iii) Asset Management

An important component of the DAM system is that it will enable the effective rights management of BCCI assets and BCCI content, whether video, audio, images and print. Once implemented, news channels that in the past have liberally borrowed match highlights from broadcasters will now have to gain approval and account to the BCCI to access these consolidated archival and contemporary highlights. A DAM system is designed to include an on-demand digital "warehouse" that simplifies the management of BCCI Assets and the website portal developed content.

This system is to provide a centralized library of content accessed via a secure web-based application. The application is designed to efficiently create, manage, share and distribute under licence such assets to third party content providers and broadcasters. It will also assist BCCI to enhance its brand consistency, generate revenue and create more visibility as to the utilization of its digital assets. In addition to commercial utilisation of assets by third party content providers and broadcasters, a DAM system allows for on-demand films and video to be transferred to fans via e-mail and mobile phones (subject to capability).

TCN firmly believes that properly implemented, this unique sporting asset management system will be of particular interest for sub-licence purposes to cricket broadcasters from around the world.

Phase 3 will see the implementation of the technical infrastructure that will support the ongoing digital media needs of the business, including:

- Implementation of Technical Infrastructure to support subscriptions including:
 - Upgraded Content Management (CM)
 - Digital Assets Management (DAM)

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- Identity Management
- Infrastructure for archival vision digitization
- Content Cataloging and Charging (DRM)

• Content:

- Additional video and audio on demand content
- Cricklet Pro™
- Multilingual
- Mobile Phone Content (subject to clarification of whether this can be provided from the ITT)
 - SMS alerts
 - Ringtones
 - SMS

18 months - 2 years to implement

4 Technical Requirements

The following technical and functional requirements are based upon TCN leveraging the TCN Group partner MLBAM's digital infrastructure as it currently provides for WSCN and Major League Soccer. Where MLBAM is unable to provide infrastructure or services TCN Group Partners will provide alternative world's best services and technologies. All technical and functional requirements will be subject to final design and contract.

4.1 User Volume

Item	Service Provider Indicative SLA	Service Provider Response	Comments
1 User Volume			
i) Number of Portal users to be supported	10 million	C	Given adequate preparation TCN Group should not have any scale constraints here.
ii) Number of concurrent portal users supported (20% concurrency assumed)	2 million	C	
iii) Number of subscription users supported by the system		C	
iv) Number of concurrent video streams to be supported		C	
v) Number of Customer calls in the call centre / month		C	
2 Content Volume			
i) Number of video clips to be published and delivered / month		TBC	TCN Group to confirm upon completion of agreed detailed functional and technical design.
ii) Number of merchandise sold in the portal / month			
iii) Number of payment transactions / month (subscriptions & merchandise)			
iv) Data storage to be supported by the portal infrastructure centrally (in TB)			
v) Average Data storage supported by each node in the content delivery network (in GB)			

4.2 QoS Considerations

Item	Service Provider Indicative SLA	Service Provider Response	Comments
1 Availability			
1.1 Portal service availability (Excluding the planned downtime).	99.999%	TBC	TCN Group to confirm upon completion of agreed detailed functional and technical design.
1.2 Availability of the Video Streaming services			
1.3 Availability of Content Management Services	97%		
1.4 Availability of Post Production Facilities for Live Feed	99.999%		
1.5 Availability of Post Production Facilities for all other content	97%		
1.6 Availability of services of the portal excl	99.999%		
2 Response Time			
2.1 Average Response time of the portal web pages (static)	Zero	TBC	TCN Group to confirm upon completion of agreed detailed functional and technical design.
2.2 Average Response time of the portal web pages (dynamic)			
2.3 Average Response time of Single Sign On Operation			
2.4 Average Response time of the credit card payment transaction			
2.5 Service affecting Planned downtime in a year for the Portal service			
2.6 Average Processing time of an analog tape to digital format			
2.7 Average Time Delay on Live Feed Video Delivery from the match site to user desktops			
2.8 Average Packet Loss for Video Delivery from Portal to User Desktops			
2.9 Average Response time for Video streaming			

4.3 Service Provider Capacity & Facilities

Item	Service Provider Indicative SLA	Service Provider Response	Comments
1 Sites			
1.1 Number of Content Delivery nodes 1.2 Number of sites which will replicate the content storage		TBC	TCN Group to confirm upon completion of agreed detailed functional and technical design.
2 Content Volume			
2.1 Data retention period for the tape back up data		TBC	TCN Group to confirm upon completion of agreed detailed functional and technical design.

5 Functional Requirements

5.1 Post Production Systems (Video / Audio Content)

Item	Compliance (C, P, N)	Description
1.1 Ingest / Encode		
<p>1.1 Physical element/tape and converting media into a file format. Support for following type of content required at this point. Service Provider should work on extending the capabilities as more formats and client devices becomes available</p> <ul style="list-style-type: none"> ▪ P- DCT video tape to DVD writable GDMX format ▪ C- MPEG 2 ,MPEG4 or other similar high performance codes (DVD or media files) ▪ N- Negative/ Positive reel ▪ C- VHS ▪ C- Metadata ▪ P- Subtitle text files ▪ C- Audio MP3 files ▪ C- H264 ▪ C- VCI 	P	<p>TCN Group are generally a tape-less environment, though we do ingest from various digital tape formats today. We can discuss specifics regarding acquisition and find the most efficient process together.</p>
<p>1.2 Quality control of the externally acquired content in the following parameters</p> <ul style="list-style-type: none"> ▪ Physical quality (e.g. no physical deformation, scratches on film) ▪ Video and audio synchronization (and/or proper sync marks on negatives) ▪ In and out points are marked (when multiple episodes are on one tape) ▪ No frame jerks, waves or skips ▪ Aspect ratio 	P	<p>TCN Group would produce at the same standard that is produced by MLB.TV given appropriate economics.</p>

Item	Compliance (C, P, N)	Description
<ul style="list-style-type: none"> ▪ Frame and bit rate ▪ Pixilation ▪ Noise ▪ Jitter ▪ Audio levels and distortion ▪ Luminescence and chrominance ▪ Missing reels (if applicable) ▪ Title / episode matches content ▪ Metadata is provided correct (when required by contract) <p>1.3 FTP File Delivery Ingestion</p> <p>1.4 Live Content Ingestion (Satellite Feeds)</p> <p>1.5 Support for batch ingestion in case of on-Demand content (non-Live)</p>	<p>P</p> <p>P</p> <p>P</p>	<p>Depending on satellite source, we may not have visibility.</p>
2. Live Telecast		
2.1 Ability to record live satellite feeds (permitted scenarios)	C	
2.2 Ability to encode the live feed and publish to the content delivery network in real time.	C	
3 Transcode		
3.1 Ability to convert digital content from one format to another.	C	
4 Compression		
4.1 Ability to compress by removing only enough redundancy so that original data can be recreated exactly as it was (in which the true integrity of the image is maintained)	C	
4.2 Elaborate the compression techniques in use		
5 Watermarking		
5.1 Watermarking – Ability to embed a digital signal, text, or image onto audio or video files, which may contain information and proof of rights and BCCI Company ownership of content	P	

Item	Compliance (C, P, N)	Description
6 Forensics		
6.1 Ability to track the leakage of pirated material and analyzing the clues and evidence for the origin of the leak	P/N	
7 Content Editing & Authoring Tools		
7.1 Picture Editing	C	
7.2 Sound Stage Support (Mixing)	C	
7.3 Sound Editing	C	
7.4 Film Scanning	N	
7.5 Colour Correction	P	
7.6 DVD Authoring	C	
7.7 PPV/VOD Authoring	C	

5.2 Content Management System

Item	Compliance (C, P, N)	Description
1 Content Administration Module		
1.1 Ability to create user profiles and administrative rights for the users of the system	C	
1.2 Ability to defines roles and definitions in the system	C	
1.3 Configuration management of the content elements and the various versions of the content elements	C	
2. Content Workflow & Scheduling		
2.1 Ability to set content review and approval process based on the content type (Live Video/On-Demand Video/Text/Gaming/Wallpapers)	N	
2.2 Ability to publish content to the content portal on approval	P	
2.3 Ability to manage the life cycle of content in the portal. Starting from publishing to retirement and further archiving	P	
3 Content Metadata & Search		

<p>The content should be searchable based on the attributes like match played date, country, players, results, content format.</p> <p>3.2 The search should have the capability to rate and present the most relevant results to the user</p> <p>3.3 Search should be able to distinguish between paid content and free content when displayed to the end user</p> <p>3.4 Content Metadata should be definable based on the type of content, preferably predefined templates. Metadata should be comprehensive enough to handle content information on the creation, display, delivery, charging & approval and life cycle related aspects</p> <p>3.5 It should be possible to associate one content to another in following scenarios.</p> <ul style="list-style-type: none"> o trailer-movie o highlights-match o catch highlights-match o wickets highlights - feature film on bowler 	<p>P</p> <p>P</p> <p>C</p> <p>P</p>	
<p>4 Content Authoring / Editing / Staging</p>		
<p>4.1 Content Management System should have the capability to author textual content and web page content with appropriate multimedia elements like picture and flash insertions</p> <p>4.2 The textual and web page content should be editable through an interface</p> <p>4.3 There should be a staging area for the content to facilitate the content review process</p> <p>4.4 3rd party acquired content should be ingested with appropriate tagging and classification</p>	<p>C</p> <p>C</p> <p>C</p> <p>C</p>	
<p>5 Content Publishing</p>		

5.1 The content feeds (primarily text and web pages) from 3rd party sources should be easily integrated to the content	C	
5.2 Content should be published to the destinations specified by the content approver. It should be possible to publish the content to partnering sites of BCCI	P	
5.3 The Content should be cached for faster delivery depending upon the preference set by the approver	C	
5.4 Content Management System should be able to refresh the cached content in the destination portals and Content Delivery Network to ensure that the customers get the latest content.	C	
6 Content Cataloguing & Packaging		
6.1 A content catalogue should be maintained for the portal. The catalogue visible to each customer could be different based on the delivery channel and his subscriptions to the content	P	
6.2 It should be possible to bundle the content based on similar attributes. It should be possible to sell the bundled packages as a single offer	P	

5.3 Consumer Portal

Item	Compliance (C, P, N)	Description
1 User Profile		
i) The portal will require that all users register with the site in order to personalize their home page and use certain advance features.	P	This is not advised from a business/traffic perspective.
ii) Users who do not register will still be able to access the site but will not be able to personalize or use advance features.	C	
iii) User Profile should be created for each customer with all demographics,	C	
2. Personalisation / Customisation		
2.1 Customer should be able to personalize the home page view	N	
3 Compatibility with browsers		

3.1 The portal should be compatible for viewing on the latest versions of most common internet browsers (but not exhaustively) such as, Internet Explorer and Mozilla Firefox	C	
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5.4 Digital Rights Management System

Item	Compliance (C, P, N)	Description
1 Encryption & Authentication		
1.1 The DRM infrastructure should support encryption mechanisms to ensure that content is not pirated or put to other illegal uses.	C	TCN Group do limit DRM for live – it's not important to the model right now for MLB, nor should it be for cricket.
1.2 DRM infrastructure should support real time encryption of the live content— matches, interviews, ceremonies	P	
1.3 The user should be restricted from copying the content from the downloaded device to other devices or other writable media	P	
1.4 Strong authentication features to be provided before the user download content from the portal.	C	
1.5 Content download log should be maintained describing the meta data of the content, date, user, device, IP address etc	P	
1.6 DRM should cover the rights management of the content like downloadable games, wallpaper and screen savers apart from the text / audio / video contents	N	
2 Subscription & Formats		

<p>2.1 Service provider should have licensing infrastructure to create various subscriptions models like,</p> <ul style="list-style-type: none"> ▪ Monthly Subscriptions ▪ Pay-Per-View (PPV) ▪ Store and Play with options of Date Expiry ▪ Store & Play with limited Number of Playbacks ▪ Store & Play with Free Trial Period option to be followed by a payment to extend it ▪ We expect that the service provider will be able to extend the subscription models to suite the content and business requirements 	C	
<p>2.2 DRM infrastructure should be client agnostic. It should be able to play the content in leading video / audio players like,</p> <ul style="list-style-type: none"> ▪ Windows Media Player ▪ Realtime Player ▪ Quicktime player 	N	TCN DRM is Windows media based today.

5.5 Customer Care / Call Centre Operations

Item	Compliance (C, P, N)	Description
1 Channels & Escalation Routes		
<p>1.1 The centre should be able to support Customer Contact received through a variety of channels</p> <ul style="list-style-type: none"> ▪ Portal ▪ Contact centre (IVR, CSR) ▪ E-mail. 	P	
<p>1.2 Ability to monitor contact events and raising necessary alerts or notifications to CSRs and concerned Operations Support team. Notification might be send to</p> <ul style="list-style-type: none"> ▪ CSR responsible in case of a customer query or request ▪ Operations Support in case of a trouble ticket ▪ CSR & Billing department in case of a subscription issue 	P	

▪ CSR & Logistics company in case of a merchandising issue		
2 Cross Selling Contact Centre Driven Applications		
2.1 Ability to note the CSR with the alerts and short time span offerings during a match day	P	
3 Contact & Billing History		
3.1 CSR should be able to view and update the customer and account profile information.	C	
3.2 All billing events should be viewable by the CSR for answering the customer inquiries	C	
3.3 CSRs should be able to view information about billing accounts including Account Balance, Invoices, Billing dates, Payments history etc	C	
3.4 CSR should be able to view the Contact Event History	p	
3.5 All contact events captured across different channels should be consolidated. CSR should be able to update the portal on each interaction from the customer for this purpose.	p	

5.6 Identity & Subscription Management

Item	Compliance (C, P, N)	Description
1 Subscriber Profile and Identity Management		
1.1 Subscriber profile should be created with necessary information like user id, password, email, phone numbers, demographic data, billing address and subscription plan	C	
1.2 Subscriber profile should be accessible by partnering sites and content provider sites via API or Web services	C	
1.3 Each customer should have a unique identification and this should be the reference for all the transaction within the portal and external to portal (Eg: Call Centre, 3rd Party Content Access etc)	C	
1.4 The user should be able to single sign-on to multiple applications in single login process. Applications include the gaming services, contests, downloadable video, Video streaming etc	C	

1.5 The user should be able to reset the password at his convenience	C	
2 Subscription Management		
2.1 The user should be able to subscribe to the plan of his choice for each service. The subscription plans can be based on the time span or usage	C	
2.2 The user should be able to subscribe to specific group of matches (Specifically tournaments)	C	
2.3 Subscriber should be able to purchase a specific video content or game irrespective of his subscription plans.	C	
2.4 Subscriber should be able to create a prepaid account or similar mechanism. This is to avoid payment processes each time the subscriber consume payable content	C	
2.5 Subscriber should be notified on email or SMS about the account deduction & Billing payment	P	
2.6 Subscriber should be able to make payments using major credit cards and debit cards	C	
2.7 User should be able to view his usage history and transaction history. This includes the purchases, subscriptions, payments and download events by the customer	C	
2.8 Subscriber should be able to change / upgrade the subscription plan if he wishes to	C	
2.9 Subscriber should be able to unsubscribe to certain services if he wishes to	C	
2.10 Subscriber should be able to subscribe to email content delivery on news, articles, events, schedule, promotion alerts, match updates etc.	C	
2.11 Customer should be able to subscribe to consolidate billing receipts over email	C	

5.7 Advertising & Campaign Management

Item	Compliance (C, P, N)	Description
1 Advertising - Display		
1.1 It should be possible to insert advertisements into <ul style="list-style-type: none"> ▪ Web pages ▪ Email ▪ Video 	C	TCN use double click for the majority of this, other than the in-stream ads.
1.2 Ability to schedule the advertisements in a specific section of the site and ability to replace that on expiry.	C	
1.3 Ability to measure the number of page views and number of advertisement views	C	
1.4 Ability to define sponsors for each zone or service in the portal.	C	
1.5 Ability to consolidate the advertisement charges to a sponsor based on the number of advertisement on the 'run' by that sponsor.	C	
1.6 Ability to insert / delete advertisement content from a video stream depending upon the subscription type	P	
1.7 Ability to customise the advertisement insert into streaming content based on the demographics and geographic location of the user	P	
2 Advertisement – Click Based		
2.1 It should be possible to track the 'clicks' on a specific advertisement and the user who clicked on the advertisement	C	
2.2 All click related information should be retained for further analysis of the customer behaviour	C	
2.3 Ability to calculate the revenue generated from each sponsor through 'click' channel	C	
3 Campaign Management		
3.1 BCCI should be able to run campaigns over, <ul style="list-style-type: none"> o Email 	C	

o Web		
3.2 Each campaign results should be recorded with information like campaign ID, customer responded, date of response, and channel for further analysis.		

5.8 Merchandising

Item	Compliance (C, P, N)	Description
1 Ecommerce		
1.1 Ability to provide a catalogue to the commerce zone which include both digital and non-digital content / merchandise.	C	We use GSI to run the store, though we manage our own buying/inventory. They can essentially do all of this.
1.2 Ability to bundle multiple merchandise items and set bundle level prices		
1.3 Ability to avail shopping cart facilities for buying content at the portal		
1.4 Ability to cross sell the products by displaying the related content in the purchase process.		
1.5 Ability to link other products purchased by the earlier buyers of the current product and recommend that to the buyer		
1.6 Ability to add the display / advertisement images of the product being sold		
1.7 Ability to display the details of the product such as <ul style="list-style-type: none"> ▪ Price ▪ Promotion ▪ Discount ▪ Shipping charges 		
1.8 Ability to display the prices in the preferred currency by the buyer		
1.9 The transaction should comply to the <ul style="list-style-type: none"> ▪ Tax regime ▪ Import / export tariffs and regulations of the home country of the buyer 		
1.10 The billing information should be displayed to the user		

<p>before committing the transaction and receiving the payment from the subscriber</p> <ul style="list-style-type: none"> ▪ Price ▪ Tax ▪ Tariff ▪ Shipping charges <p>1.11 The customer location should be informed of the delivery lead time for the product before proceeding to the purchase transaction.</p>		
<p>2 Downloadable Content Commerce</p>		
<p>2.1 The digital content download and streaming transactions should maintain the log of the events with necessary details as a non-repudiation measure</p> <ul style="list-style-type: none"> ▪ User / Subscriber Identity ▪ IP Address of the device ▪ The Payment / Transaction detail ▪ Date & Time ▪ Delivery Confirmation from the user <p>2.2 The content server should receive a content received notification back from the client when delivery of content like games and video gets completed. The billing should progress only after the confirmation is received</p>	<p>C</p> <p>P</p>	
<p>3 Revenue Settlement</p>		
<p>3.1 Ability to settle the content charges with the content provider. A variety models should be supported with the content provider.</p> <ul style="list-style-type: none"> ▪ Revenue share based on the usage ▪ One time settlement of the content ▪ Charges for the content usage for a period of time, which can be extended if required <p>3.2 Ability to get a consolidated view of the revenue accrued to a content provider for a specific month</p> <p>3.3 Ability to update the account of the content provider when the content payments are made</p>	<p>N</p>	<p>We don't have a specific system for this, as we own all of our own content, and when we do need to reconcile rev shares etc, our finance team takes care of it.</p>



5.9 Business Intelligence & Reporting

Item	Compliance (C, P, N)	Description
1 Data Extraction & Loading		
1.1 Ability to extract data from log files & data bases and load the information into a Decision Support System	C	
1.2 Ability to schedule such extraction and loading processes	C	
2 Analysis & Reporting		
2.1 A customised warehouse for various purposes of data analysis and query making	C	This is achieved via a combination of Omniture and SAS.
2.2 Facility for end users to "slice and dice" row and column reports, drill down on various data elements	C	
2.3 Reports based on <ul style="list-style-type: none"> ▪ Customer demographic information ▪ Product usage information ▪ Product demand forecasts ▪ Estimated revenue streams ▪ Most profitable customers ▪ Subscribers attributes Vs products and services ▪ Traffic reports - daily, weekly and monthly aggregates 	C	

5.10 Gaming & Collaboration Services

Item	Compliance (C, P, N)	Description
1 Gaming		
1.1 Ability to host downloadable gaming applications and deliver it	P	MMORPG Relevance?
1.2 Ability to submit back the latest scores with highest scores		
1.3 Capability to host multiplayer games and ability to deliver		

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<p>such services online, including emerging gaming categories such as;</p> <ul style="list-style-type: none"> ▪ Massively Multiplayer Online Role Play (MMORPG) ▪ Massively Multiplayer Online Real Time Strategy (MMORTS) <p>1.4 Ability to define 'levels' in the gaming and ability to charge the customer as they move from one level to another</p> <p>1.5 Ability to incorporate within gaming applications, modern analysis tools similar to those used in AV feed production such as, "Tarantula" scoring charts, "Hawkeye", "Stump Vision", etc</p>		
2 Collaboration & Publishing		
<p>2.1 The bulletin board facility to create and manage discussions in the site</p> <p>2.2 Ability for a user to send personal messages and notifications to other registered users in the site</p> <p>2.3 Ability to chat with other online users in the site. Ability to create chat rooms for multiple users to join and participate</p> <p>2.4 Ability to create and publish blogs in the site and archive the blogs</p> <p>2.5 The blogs should be able to receive comments from the readers and it should be displayed on the same page. Further, it should be possible to notify the blog owner by e-mail (based on the communication rule set by the owner) whenever such a comment is posted.</p> <p>2.6 Ability to incorporate "Wiki" capabilities on the portal</p> <p>2.7 It should be possible for various cricket related organisations to register and create their space in the BCCI portal</p> <p>2.8 It should be possible for such groups to publish their photos & videos in their space</p> <p>2.9 Define, manage and control the content being published by users and prevent any abuse of the features</p>	<p>C</p> <p>P</p> <p>C</p> <p>C</p> <p>C</p> <p>P</p> <p>P</p> <p>P</p> <p>P</p>	

5.11 Enterprise Account Manager

Item	Compliance (C, P, N)	Description
1 Account Management		
1.1 Financial & Account Management - Handles debtor accounts and their collection, providing up-to-date balance information.	C	
1.2 Account Receivables - Credit management, it allows to manage the incoming payments, the outstanding payments management	C	
1.3 Account Payable - Manages the content partner master data and supports the invoice bookings. It supports the outgoing payments, the clearings and the withholding tax calculation and declaration.	C	
1.4 General Ledger - Supports the design and the maintenance of the industry chart of accounts and the major accounting functions in terms of journal entries and month/year end closures.	C	
1.5 Employee Compensation - Ability to maintain the employee details like salary & taxes	C	

6 Project Management

6.1 Project Methodology and Governance

The TCN Group follow robust Project Management methodologies, developed over the course of execution of many projects by its partners over the last two decades. The leading principle of these methodologies is to ensure that the projects are tracked for effective execution and risks/issues if any, are highlighted well in advance so that corrective actions can be planned. This ensures the best possible outcome for the TCN Group and the BCCI.

The TCN Group have well-established processes for planning, tracking and monitoring the project throughout its execution cycle. Following are Project Management processes:

- Project Planning
- Progress Reporting
- Quality Management
- Change Management Process.
- Configuration Management Plan.
- Issues /Risk Management Plan
- Communication Plan

Project Planning

The Project Manager/Project Leads develop detailed work plans for each team member to undertake the activities, as per the project plan. Work plans are also created for review activities.

The work plan would include the planned activities; start dates, end dates and estimated effort. If an activity in the work plan is revised (for any reason), the revised activity is also identified in the Revised Plan/Effort columns. The Project Manager/Project Leads assign and monitor the work of each team member.

At the end of the activity, the team members' log the effort spent on the activity in the work plan. These efforts get aggregated for each of activities defined in the project plan and thus the actual effort is tracked against the planned effort.

Progress Reporting

The progress of the Project is monitored on a Weekly, Fortnightly, Monthly & Quarterly basis and the project plan is updated with the progress. During project monitoring review, the status of project progress is reviewed against the following points:

- Project progress against planned schedule and cost/effort
- Status against the identified risks and any additional risks foreseen
- Status of pending change requests, if any, from customer on project requirements
- Completion of Phase / milestone / requests for the month
- Status against planned work product reviews, Defect Prevention activities, and Configuration
- Management activities
- Review of the action taken on customer complaints, Audit and Assessment findings, if any
- Requirement of Resources (hardware /software, equipment, personnel, laboratory, others, etc)
- Status on Metrics and Quality goals and performance against norms
- Status on projects specific and mandatory trainings of team members
- Critical/Outstanding issues to be addressed by client for ensuring effective execution of the project

Quality Management

In all work undertaken by TCN and its TCN Group partners, strict Testing and Quality Assurance will be followed to provide a superior quality product. This will include sign-offs and approval from the BCCI where applicable.

The QA activities start at the Requirement Study phase and continue until the system is implemented. A significant part of the total development effort is spent on reviews and software testing to ensure software reliability. The following major review activities will be carried out as part of the Quality Assurance process for the project:

- Review of Requirement Specification document
- Review of Design Specification
- Review of Test Specifications
- Code Inspection and Walk-through
- Problem Tracking and Reporting

The benefits of adherence to quality system are;

- Reduced risk
- Reduced defects

- On-time / On-budget delivery
- Better visibility

Change Management Process

The TCN Group partners have well defined processes for Change Management. The change management process that will be adopted for changes to any of the defined deliverables during the execution of the project will be as follows.

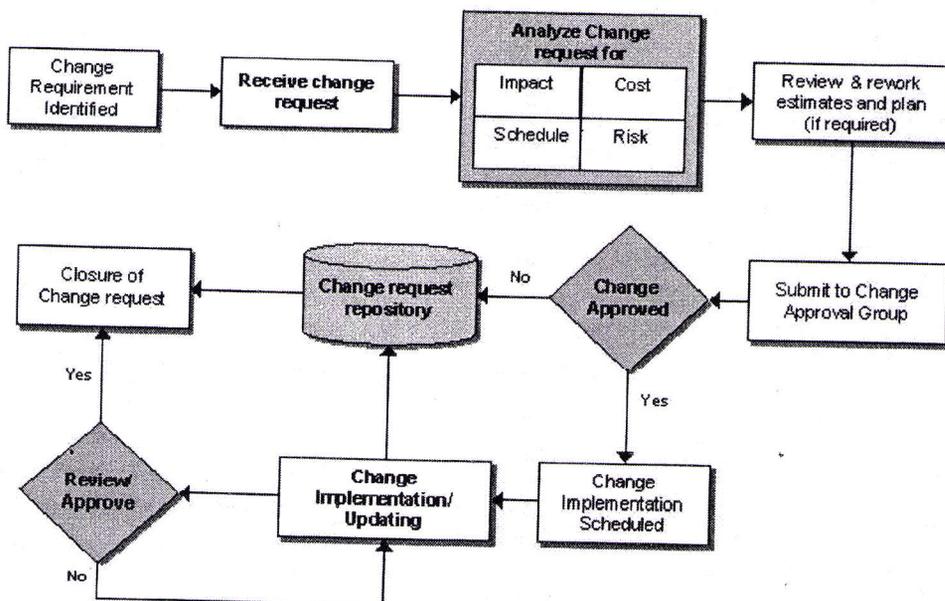


Figure: Change Management Process

A change may be identified due to the following reasons:

- A task not identified in the scope needs to be done
- A task identified in the scope of the work has to be dropped or changed
- Additions, deletions, or modifications to the baseline
- Changes to the development environment

Changes formerly documented and communicated via email or fax can be initiated by:

- BCCI
- TCN
- Any of TCN's Group Partners

Configuration Management

A Configuration Management Plan (CM Plan) will be produced during Project Definition Workshop planning phase of the project and it will be part of the project plan. The CM Plan will serve as basis for all CM activities throughout the Project life cycle. The plan envisages that all Configuration Items will be identified as part of CM Plan.

Configuration Items (CI) identified typically includes:

- Requirement Specification, Functional Specification, Design, Test Plans, Test Scripts,
- Installation Scripts, Reusable components, Test Cases and User Manuals
- Source code, Support Software, Data dictionaries, Header files, Executable code
- Standards and customized checklists
- Any other tool that can interpret the Source code differently in building the executable code
- Customer supplied items (Documents, Code, tools, Test Scripts etc.)

Software Configuration Management (SCM) provides a means of continually tracking and reporting the life cycle status, action items, workflow, customer communications, version control of both the software and other artifacts related to the project and impact assessment during the project. When there are unforeseen problems/issues, SCM provides the trail, which call for improvements to be implemented CM is structured into four integrated processes that provide for complete software development life cycle management.

Issues and Risk Management

The Issue Management process is fundamental to the successful delivery of the project. This process ensures that each issue identified within the project is documented, prioritized and resolved/mitigated within an appropriate time scale. Issue Management will have the following key steps:

- Identify/Raise project issues
- Log/Register and prioritize project issues
- Determination of issue resolution actions
- Review and Assign issue actions
- Close/ Mitigate project issues

Raise Issue

The process provides the ability for any member of the project team or client/vendors to raise a project-related issue. Issue originators identify an issue applicable to a particular aspect of the project (e.g. scope, deliverables, time scales, organisation and resources), log and communicate as per the issue management process tailored to the project needs.

Register Issue

This process allows Project Manager to review all issues raised and determine whether or not the issue is considered to be 'appropriate to the project'. Then a formal issue is raised and assigned 'priority' based upon the level of impact of the issue to the project.

Review and Assign Issue Actions

This process involves the formal review of the issues by the Project Manager and the team. The Project team will review each issue (based upon issue priority) and may decide/advice to:

- Close the issue, if there are no outstanding issue actions and the issue is no longer impacting the project
- Raise a change request if the issue has resulted for a change to the project. Raise a project risk if the issue is also likely to impact the project in the future. Assign issue actions in order to attempt to resolve the issue

Address the Issue

This involves addressing the issues based on the priority and category of issues as per the issue mitigation plan and action assigned.

During the project initiation phase, the issue management process would be tailored and defined to suite the project needs and communicated to the project team and stakeholders.

Communication Plan

TCN recognizes that communication is one of the important factors for successful execution of the business plan. TCN strongly emphasizes communication using all available means to ensure effective interactions between the BCCI and the TCN Group, and between TCN and its TCN Group partners, keeping all parties well informed of all events on the progress of the project.

In order to ensure the orderly conduct of the day-to-day affairs of the website portal by TCN the following measures are envisaged between TCN and the BCCI:

- An operating plan for the website portal will be prepared each year and will be reviewed and agreed with senior BCCI executives.
- Monthly management reports will be agreed as to content and layout with BCCI and will be delivered each month by an agreed date.
- Formal divisional Board meetings will be held at a minimum once per quarter, to facilitate the review of management reports and the discussion of any pressing operational issues.
- The agreements with BCCI include agreed service levels expected of TCN.
- The agreements are executed under Indian law/courts of Mumbai, and contain internationally recognized arbitration arrangements to ensure that deadlocks are avoided.

- As well as the senior management of TCN its Board will include non-executive directors whose appointment will be discussed with BCCI.
- TCN's Board includes members of considerable eminence and seniority, with practical on-the-ground knowledge of Indian business gained over many years.
- An annual audit of TCN's records relating to the operations of the web portal is to be carried out by appointed representatives of BCCI.

TCN will develop effective communication plans between TCN and the TCN Group partners. A typical communication plan will include:

- Daily emails to:
 - Share information and best practice
 - Resolve issues and queries
 - Update progress of issues
 - Send project related documents and deliverables
 - Schedule meetings
 - Indicate Approvals
 - Initiate change requests
- Weekly emails to share Progress Reports
- Weekly Teleconferencing or meetings to:
 - Resolve issues
 - Review project status, metrics and deliverables
 - Review project plan
 - Escalate issues
- Monthly emails to share project metrics and audits
- Monthly Video Conferencing or meetings to:
 - Review Monthly Status Reports
 - Discussions related to project
 - Resource planning
 - Escalate issues

7 Review Process

To ensure the success of the BCCI web portal the BCCI will be required to provide and approve aspects of the website portal in a timely manner with a focus on BCCI organisational, business and branding objectives. TCN stresses the critical importance of the BCCI's commitment to provide a dedicated team to do this whose sole focus is the of the website portal. This team will be responsible to approve all aspects of the initial launch of the website portal and will participate in all business testing, medium to large website updates and changes. Ideally heading this BCCI department will be a person who has extensive experience (5+ years) in managing large sporting website portals.

However, as it is anticipated content will be updated to the site 24/7, 365 days per year, it is unrealistic to expect the BCCI to approve every piece of editorial and multimedia content. In line with best practice TCN proposes a Content Plan be determined and agreed upon in conjunction with the BCCI at the commencement of this project. This is to be reviewed jointly by the BCCI and TCN every 6-months. Approval of day-to-day content updates is to be allocated the responsibility of appropriate TCN personnel

The table below provides some typical approvals and provisions and the expected timeframes.

Item	Responsible	Approval turnaround time
Business Plan including rates, revenue streams, revenue projections	TCN / BCCI	2 weeks
Editorial and Multimedia Content Strategy / Plan (reviewed 6 monthly)	BCCI	1 week
Sponsorship and Advertising Strategy	BCCI	2 week
eCommerce Strategy	BCCI	2 week
Vendor Selection - Merchandising	TCN / BCCI	2 weeks
Merchandising Product	BCCI	2 weeks
Website launch - website IA & concept design, layout, including BCCI trademarks and logos	BCCI	1 week
Website launch - written content	BCCI	1 week
BCCI trademarks and logos (following BCCI style guide)	TCN	

BCCI trademarks and logos (for which no Style Guide is available)	BCCI	1 day
New and ongoing editorial and multimedia content	TCN	
Team Clothing / Sports equipment in any form including use in online games and animation	BCCI	2 days
Affiliates or syndication partners	BCCI	2 weeks

8 Deviations

The TCN Bid Proposal details some key variations to that requested in the ITT and it is submitted by the TCN Group that such variations are to the mutual benefit of all parties. The ITT differs in a number of very material ways from the MOU and subsequent joint business plan developed by the BCCI and TCN throughout 2006. The principal differences are:

No.	Deviation Details
1	<p>SLA's for following technical requirements will be confirmed upon completion of agreed detailed functional and technical design.</p> <ul style="list-style-type: none"> ▪ Content Volume ▪ Availability ▪ Response Time ▪ Service Level Agreements (SLA) ▪ Sites ▪ Content Volume
2	<p>The proposed ITT time frame has been significantly truncated from 10+10 years to just 4 years. It is submitted that a proposed 4 year period for this project will be primarily focused on the capital intensive period of developing systems, building content, and growing audience.</p>
3	<p>The delay in the implementation of the BCCI web portal has allowed other competitors to enter the market and capture substantial market share (e.g. Cricinfo with an estimated cumulative 18m Indian users).</p>
4	<p>The introduction of parallel free to air broadcast competition by the public TV broadcaster Doordashan has made the domestic Indian subscription broadband model redundant. This requires the establishment of advertising model and longer commercial ramp-up.</p>

5	<p>The potential audience for the web portal has been significantly reduced with the effective removal of mobile phone communications to and from the web portal. Rights excluded from the ITT include:</p> <p>(a) "all rights to transmit, by any means of any transmission media / platform whatsoever on mobile devices / IPTV or any other media other than online web media using the portal" (Clause 3.6, ii, pages 17-18 of ITT); and</p> <p>(b) "The successful bidder would have the operating right restricted to only the internet media and under no circumstance try to explore or exploit any other communication channel through the portal....The successful bidder will not be allowed to indulge in any operation involving cross media like Short message Service (SMS) through the portal etc" (Clause 3.3, C).</p> <p>The mobile market is currently growing by 7.8 million handsets a month, reaching 210 million handsets by September 2007. In contrast, internet broadband subscribers grew by 0.11 million reaching 2.67 million in the same month. Even with the addition of dial up internet users for whom much of the proposed content would be unavailable, the scope to build a viable business on internet users only in 4 years is impossible.</p>
6	<p>It would appear that competition for audience will be increased with possible BCCI tenders for mobile, IPTV and other media. The ITT provides that "The bidders should take into account while putting a commercial bid that the BCCI may bid out one or more or all excluded rights on simulcast basis" (Clause 3.6).</p>
7	<p>Although the ITT offers exclusive merchandising rights for on-line, there is doubt that the business revenue may be affected by tendering additional rights for retail merchandising stores.</p>
8	<p>The web portal for the IPL is likely to provide additional competition for audience originally envisaged as part of the general BCCI web portal.</p>
9	<p>Significant downward revisions to the Indian Government broadband policy objective of 30m broadband users by 2010. TCN is now projecting 9.2 million broadband users in the model.</p>
10	<p>The success of the web portal business relies heavily on numerous timely approvals from the BCCI and the crucial delivery up of the IP including broadcast TV game footage during games (for cricket scoreboard action) and immediately upon game completion. Without the necessary support staff with the requisite approval power to both deliver quick decisions and approvals and arrange IP from other BCCI contractors including the players, a cautious approach is required.</p>
11	<p>From extensive discussions with both potential partners and competitors there appears to be some genuine concern about the availability of the IP being offered in the ITT from access to highlights footage, archive footage, and live video scorecard footage.</p>
12	<p>A non conforming Eligibility Letter has been supplied.</p>

13	A minimum revenue guarantee has been provided in a revised commercial proposal. Guarantees are provided after cost recovery.
14	A rights period of 10 years has been offered.
15	Tender security has been revised downward with new commercial proposal.
16	An affidavit has not been provided with this tender response.
17	Web Portal Rights Agreement will need to be revised to be consistent with non-conforming bid.

9 Attachment A: Case Studies

9.1 Akamai Case Study: FoxSports programming via MSN

AKAMAI® CASE STUDY

FOX Sports Scores with More Traffic, More Revenues



COMPANY
FOX Sports
Los Angeles, CA
www.foxsports.com

INDUSTRY
Media and Entertainment

SOLUTION
Akamai EdgeSuite®

KEY IMPACTS

- Enables FOX Sports to generate more ad revenues
- Supports peak traffic, and traffic growth of over 10X
- Allows FOX Sports to serve rich, interactive content to encourage 'stickiness'
- Upholds brand image
- Enables FOX Sports to serve customers worldwide without building out hardware and software

The Situation
FOX Sports, a subsidiary of News Corporation, was founded in 1984 to provide sports news and entertainment to U.S. audiences. In the late 1990s, the FOX Sports Web site was launched as an extension of the broadcast station to provide scores and stats to Internet users. In 2001, the company realized the opportunity to generate business via its Web site and created the FOX Sports Interactive Media division to focus on delivering the ultimate online sports site. One of its largest opportunities to date was brought to life through a partnership with Microsoft announced in May 2004 that called for FoxSports.com to exclusively provide sports programming for the MSN® portal.

The Challenge
Launching A Winner
While excited about its deal with Microsoft and the opportunity to reach the vast MSN audience, FOX Sports knew it was inheriting an audience of less intense sports fans. FOX Sports' challenge was to not only ensure it could support a significant increase in site traffic, but to also create site elements that convert casual sports fans to more hard-core fans...and loyal site visitors who spend more time on the site.

The Goal
According to Andrew Hossom, FOX Sports Interactive Media's Director of Marketing, the FOX Sports Web site needed to meet four key requirements to support the brand and the company's objectives:

- **Fast Time to Market**
The company had about four months to prepare the site for the MSN launch in July 2004. Not meeting that deadline would seriously jeopardize the company's largest business opportunity to date.
- **Rich, Engaging Site Content**
FOX Sports needed to entice site visitors to explore the site by enriching the content, but needed to do so without bogging down the site with "heavy" media.
- **High Performance to Meet SLAs and Drive Ad Revenues**
FOX Sports is contractually obligated to MSN to ensure the FOX Sports site performs well. It also needs to display more advertisements to drive revenues, and advertisers may decide to run their ads elsewhere if their ads do not display quickly.
- **Consistent and Reliable Delivery to a Growing Audience**
Averaging 600 million page views per month, MSN instantly expanded the FOX Sports user base by 10X. FOX Sports knew it needed to reliably support that traffic on an on-going basis in order to earn and maintain the #1 sports site ranking.

Why Akamai
Akamai: A Proven Solution
As a long-time Akamai customer, FOX Sports knew it could count on the Akamai solution to support its needs. "There's no way we could have prepared for the launch in such a short amount of time without Akamai—it would have required an unheard amount of hardware to support the extra traffic. We were expecting traffic to go up 7X—in actuality, traffic went up 10X and has remained that high. In fact, during July, the newly re-launched FOXSports.com on MSN was the fastest-growing sports Web site in the U.S. Yet our hardware costs only increased 25% in support of the launch," explains Richards.

(continued on back)

"We had about four months to prepare the site for the MSN launch in July 2004. There's no way we could have done it without Akamai—it would have required an unheard amount of hardware to support the extra traffic. Yet our hardware costs only increased 25% in support of the launch."

—Mark Richards, Director of Technology, FOX Sports Interactive Media Division



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Why Akamai *(continued)*

"Preparing for the launch was a stressful time because a lot was riding on ensuring success. It was a relief to not worry about scalability because we had the Akamai solution in place," continues Richards.

High Performance Encourages Extended Site Visits

"We've used both Keynote and Gomez to monitor performance against our top competitors since the re-launch, and our site is consistently faster and more available than all those sites. In fact, our home page downloads more than twice as fast as the nearest competitor," says Richards.

"A high-performing site contributes to our goals of increasing user stickiness and repeat visitors," continues Hossom. "It allows us to present a rich site featuring lots of photos and other unique content that encourage visitors to further explore the site."

Reliability and Scalability Support Branding and Advertising

Now that advertisers and ad agencies realize that FOX Sports offers the ability to reach a large targeted and engaged audience, banner ad and sponsorship sales are increasing. At the same time, the various FOX brands, such as FOX College Sports and FOX Sports World, are interested in presenting their brands on the

FOX Sports site. With Akamai, FOX Sports can ensure that the site meets the expectations of advertisers, partners, and other divisions of FOX Sports.

According to Richards, "We know that when someone clicks on an MSN link, the story will be available and will display quickly, and that reflects strongly on the brand."

No Security Concerns

For FOX Sports, one of the original selling points of the Akamai solution was that it absorbs all Denial of Service attempts and other types of security threats. "With Akamai, we don't need to draw up contingency plans around these types of threats—we know we won't go down and we won't get slammed with bandwidth or other related costs," says Richards.

Providing Value-Added and New Revenue-Generating Services

FOX Sports Interactive Media realized it had a unique revenue-generating opportunity with the data feeds it receives from a variety of FOX Sports-related sources. "We ingest a wealth of data—such as live scores—and need to parse it before we can present it on our site. Other sites need to present the same data, so we decided to repack and sell it to our partners. We are able to offer our partners service level agreements that guarantee that we'll

deliver this data because with Akamai we know the data will always be available, even if the origin site is down," says Richards.

Fuel for Innovation and Future Growth

One planned enhancement for the site includes delivering contextually appropriate content to viewers based on personal preferences. For example, a Boston Red Sox fan would automatically be shown news and deals that relate to the Red Sox. Right now, FOX Sports Interactive Media enables this on a certain level via site registration, but plans to enhance site personalization through Akamai's geo-targeting capabilities.

"Akamai allows us to expand site functionality without having to make major changes on our back end. In a traditional Web infrastructure, adding certain features might cause a 50% increase in our database load. With Akamai, we can simply take advantage of built-in features such as personalization and EdgeComputing without worrying about the impact to our infrastructure. This frees us to focus on strategies that encourage site visitors to stay on the site longer, and that drive more revenues," concludes Richards.

About FOX Sports, Fox Sports Net, and FOX Sports Interactive Media

In just 10 years of existence, FOX Sports has earned 60 Emmy Awards for excellence in the presentation of the biggest sporting events on television, more than any other network during the same stretch of time. FOX Sports is the exclusive-network broadcast rights holder for Major League Baseball, the exclusive network broadcaster of NFL regular-season National Football League games and a rights holder of NASCAR NEXTEL Cup racing. Fox Sports Net reaches more than 81 million homes through its 20 regional sports channels, and serves as the only supplier of national, regional and local sports programming. FOX Sports Interactive Media (FSIM) develops new media initiatives for FOX Sports and Fox Sports Net. FSIM distribution channels include Internet (<http://www.foxsports.com/>), broadband, wireless and interactive television. FOXSports.com on MSN is a comprehensive and entertaining online source of sports news, information, listings, games and special features about programming on FOX Sports, Fox Sports Net, FOX Sports Radio and much more from the world of sports. FSIM is owned and managed by FOX Sports Networks, a subsidiary of Fox Entertainment Group (NYSE "FOX"), a division of News Corp. For more information, visit www.foxsports.com.

About Akamai

Akamai is the leading global service for distributing online content and business processes. More than 1,200 organizations have formed trusted relationships with Akamai, improving revenue and reducing costs by maximizing their online business performance. Leveraging the Akamai EdgePlatform, these organizations gain business advantage today, while building a foundation for the emerging Web solutions of tomorrow. Akamai is "The Trusted Choice for Online Business." For more information, visit www.akamai.com.



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AKAMCS-F0105

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SPORT

THE CRICKET NETWORK

9.2 Akamai Case Study: NBCOnline Olympics Coverage

AKAMAI® CASE STUDY

A Gold Medal Performance for NBCOlympics.com

The Situation

With exclusive U.S. rights to broadcast television coverage of the 2004 Olympics, NBC decided to take advantage of increases in broadband adoption to deliver real-time, interactive, and media-rich coverage of the Olympics on the www.nbcolympics.com site. NBC wanted to build a premier Olympic Web site with multimedia integration and exclusive content that complemented television broadcasts, including those of its affiliates around the country. The goal was to make the site an interactive and definitive resource of the Athens Games for an anticipated audience of 20 million site visitors during August.

The Challenge

A lot was riding on the site—with more planned television coverage than ever before (1,200 hours across seven networks), the NBC Olympics site had the potential to become the most visited site for a one-time event. And if all went as planned, the site would generate significant revenues from advertisers. The success of both these factors hinged on the site's performance and scalability. NBC solicited bids from a variety of solution providers for help developing the necessary online applications and a solid infrastructure. Internet Broadcasting Systems (IBS) was one of those asked to bid.

"NBC had a number of key requirements. Its broadcasting rights limited the distribution of its competition videos to a U.S. audience, so they had to be delivered securely, allowing only the intended recipient to view them. The site needed to serve near-real-time event results to millions of viewers per day without fail. NBC needed applications that helped them run polls and deliver information in a multimedia fashion. Content had to be localized for each NBC affiliate around the country for the O-Zone portion of the site and NBC wanted insight into the traffic across its site as well as at the affiliate level. And not surprisingly, NBC wanted all this done cost-effectively," explains Dave Abbott, CTO of IBS.

The Goal

To ensure successful results from their Olympics programming NBC needed to:

- Deliver Real-time, Interactive, and Media-rich Coverage of The Olympics
- Use The Web to Complement Television Broadcasts including those of its affiliates around the country
- Enhance Viewing Experience for anticipated audience of 20 million site visitors
- Implement Resource-efficient Solution for Limited-time Event
- Meet Requirements to Limit Access to Video Highlights

Why Akamai

Proven, Resource-Efficient Solution

IBS immediately honed in on the economic factor—for a two-week event, it made no sense to deploy hundreds of servers and contract for additional bandwidth from multiple vendors. Installing the 500 servers needed to support the site's goals would require a huge footprint in NBC's datacenter. Beyond that, NBC needed to figure out how to ensure video highlights were not distributed outside the U.S. And managing the procurement, installation, and operation of all the necessary equipment and technology would require a fair number of dedicated personnel.

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"The whole idea was to enable the NBC Olympics' site to be a perfect online complement to broadcast coverage, and to do so cost-effectively by minimizing the origin data center infrastructure and offloading all traffic to the Akamai network. By meeting these requirements, the Akamai solution has provided a stellar value for both NBC and IBS."

—Dave Abbott, CTO of Internet Broadcasting Systems (IBS)

NBC

COMPANY
NBC
New York, NY
www.nbc.com

INDUSTRY
Media & Entertainment

SOLUTION
Akamai EdgeSuite®
Akamai Streaming
Akamai EdgeComputing™
Akamai On Demand Registration
Akamai Access Control
Akamai Content Targeting

KEY IMPACTS

- Supported fastest and most heavily trafficked Olympics' site in history—276 million page views over 17-day period
- Delivered first 100% available Olympics' site
- Processed 6 separate interactive Web applications, including polling and email-a-friend applications
- Enabled significant infrastructure savings by obviating need for over 500 servers
- Delivered average page download time of under 3 seconds throughout the Olympics
- Ensured only authorized users could access restricted video clips

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Why Akamai

"It was not practical to install 500 servers. Besides, that plan didn't align with NBC's goals for a cost-effective solution. For IBS, the solution was a no-brainer. We offered to package up our proprietary content management system and other software tools and install them in NBC's New Jersey data center. Then we recommended that NBC extend its existing infrastructure across the Akamai EdgePlatform and take advantage of the bottomless well that Akamai's on-demand network provides," continues Abbot.

Agile Applications

IBS has long relied on Akamai's on-demand computing platform to effectively increase the performance and flexibility of its own infrastructure and online applications while reducing the resources required to support its Web operations.

"We felt confident in our ability to develop the needed online Flash applications, such as games that provided moment-by-moment analysis of track and field races and explained how different events are scored. And we knew that Akamai could quickly and reliably deliver these applications and the heavy site pages, which ended up averaging more than 300 kb. We already had proof that our interactive surveys and polls would scale successfully across the Akamai Platform," continued Abbott.

Targeting The Right Content to The Right Users

On top of that, Akamai's geographic and bandwidth verification technologies would help NBC identify whether or not visitors were based in the U.S. and were on a dial-up or broadband connection. Knowing this, NBC could prevent large video files from being served to visitors outside of the U.S. or on slow connections.

"To further ensure only authorized users could access the videos, Akamai offered the Windows Media 9 digital rights management wrapper. And let's face it—there's no other company that can ensure the security and uninterrupted operation of a site the way Akamai can," states Abbott.

Real-Time, Easy-to-Use Reporting

Equally important, IBS would have access to Akamai's comprehensive reporting tools for insight into site trends and performance. IBS could view site traffic in real time and see daily summaries of a variety of visitor activities. The reporting tools supported IBS's requirements for a customized dashboard and enabled IBS to easily aggregate all data related to NBC affiliates around the country who were participating in the O-Zone.

Record-Breaking Results

Akamai supported all content delivery for NBC's Olympics coverage—including streaming and dynamic applications such as polling, live event

scoring, and Web email that site visitors sent to friends or commentators. Akamai also streamed all pre-Game highlights, which included exclusive footage of the U.S. Olympic Team Trials, great moments from the 1996 Atlanta and 2000 Sydney Games, and interviews with more than 40 top U.S. Olympians.

As predicted, the www.nbcolympic.com site beat all previous records, registering an unprecedented number of visitors and a traffic peak of 1.6 gigabits per second. Using third parties to measure site performance, IBS and NBC were assured that the site was available 100% of the time, a first for an Olympics' site. The average page download time during the two-week Olympics was under 3 seconds. While NBC is thrilled that Akamai and IBS ensured a unique and satisfying online experience for millions of site visitors, it's equally pleased that it sold nearly twice as many ads as during the 2002 Olympics.

"To know that Akamai can deliver any content—even if it's interactive and personalized—quickly and reliably to a large audience made them the obvious choice. But on top of that, they provided functionality such as geographic and bandwidth verification technology that enabled NBC to distribute its content in creative ways," concludes Abbott.

About IBS

Founded in 1995 as a pioneer in TV/Web convergence, Internet Broadcasting Systems is the first and largest network of local news Web channels—Web sites that extend the local news, information, and advertising reach of major TV stations to the Web. The IBS network of local Web channels covers 50 cities, including 20 of the top 25, a total of 64% of US households, and represents the leading American television broadcasting stations, such as NBC, Hearst-Argyle Television, McGraw-Hill Broadcasting Group, and Cox Television, to name a few. For more information, visit www.ibsys.com.

About NBC

NBC began its online coverage of the Olympic Games in 1996 during the Atlanta Olympics. That Internet presence was dramatically increased in 2000 during NBC's Sydney Games coverage and again in 2002 at Salt Lake where the NBC Web site became one of the Web's most trafficked and critically acclaimed sports Internet sites. NBCOlympics.com averaged more than one million visitors a day during the Salt Lake Winter Games and set a single-day record with 2.4 million visitors the day of the ladies figure skating final. NBC, America's Olympic Network, holds the exclusive U.S. media rights to the Olympic Games through 2012, which include Athens in 2004, Torino, Italy in 2006, Beijing in 2008, Vancouver 2010 and the Summer Games of 2012. For more information, visit www.nbc.com.

About Akamai

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AKAMCS-NBC_2005

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THE CRICKET NETWORK

9.3 Akamai Case Study: LiveEarth concert record breaking live stream

AKAMAI CASE STUDY

Akamai Helps MSN® Deliver More than 65 Million Video Streams around the World for Record-Breaking Live Earth Event

1 The Situation
Designed to trigger a global movement to combat the world's climate crisis, Live Earth, a 24-hour, 7-continent concert series, took place on July 7, 2007. With a goal of reaching 2 billion people around the world, the concert was broadcast via all media platforms—TV, radio, Internet, and wireless. As a world leader in delivering compelling content experiences, MSN knew it wanted to be part of what promised to be a historic global event. And the feeling was mutual. Impressed by the fact that MSN reaches more than 465 million unique users worldwide every month, the Live Earth organization was excited to have MSN broadcast the live event via the Internet.

2 The Challenge
While MSN had historical data from previous large-scale live events—such as LiveAID, the NCAA Final Four, and the FIFA World Cup—there was nothing to compare to the scale of this worldwide concert and it wasn't certain what to expect. What the company did know is that, for such a high-profile event of this size, it needed to provide a flawless experience for online viewers. As a Web-savvy company with vast experience delivering rich-media experiences online, MSN knew that it needed help overcoming Internet performance and reliability issues beyond its control.

3 The Goal
MSN needed to meet two key requirements to support its objectives:

- **Deliver Rich Media without Fail** With a goal of providing a rich and compelling site experience that delivered on the promise of the Live Earth event, MSN needed to ensure that everyone around the world could access and view the site.
- **Ensure Audience Satisfaction** Knowing that a rock-solid experience would be vital to encouraging the audience to explore the site and learn about green issues, MSN wanted to ensure flawless delivery.

4 Why Akamai
Working with a Trusted Partner
Having used Akamai to support a number of streamed events in the past, it was natural for MSN to turn to Akamai for the Live Earth event. MSN knew that Akamai has extensive expertise delivering superior user experiences and that it could be up and running on the Akamai global network in a short timeframe. "With so many logistics to address for an event of this scale, we wanted a partner we could trust to not only get us implemented quickly and easily, but also to deliver the event without fail. Akamai was the only logical choice for us," explains Lisa Gurry, Senior Director at MSN who managed the LiveEarth project.

Pulling off a Global Event without Fail
Launching a global live event is a tremendous operational challenge, especially when it involves 36 hours of continuous live programming from 10 venues in 26 markets. "We had to deliver high-quality streaming so that people around the world could watch the live coverage with no interruption," explains Gurry.

On the day of the event, MSN and Akamai delivered more than 15 million live video streams in multiple formats to 8 million people in all corners of the world, with peak simultaneous viewership of 237,000 people. "This was the greatest day in the history of MSN, both due to record-breaking traffic and the superior customer experience we delivered," continues Gurry.

(continued on back)

COMPANY
MSN
Seattle, WA
www.msn.com

INDUSTRY
Software & Technology

SOLUTION
Akamai Media Delivery

KEY IMPACTS

- Flawlessly delivered 15 million video streams to 8 million site visitors on day of the event
- Served over 250 million page views globally in 3-month timeframe
- Served 237,000 viewers simultaneously
- Quickly made video-on-demand files available during live event
- Flawlessly delivered 52 million video-on-demand files since event

"Our long-standing relationship with Akamai not only gives us confidence that we'll deliver a great customer experience, but is critical to successfully delivering an event of this scale." —Lisa Gurry, Senior Director, MSN

**DEMAND
SPORT**

THE CRICKET NETWORK

Why Akamai *(continued)*

It was equally important to MSN that site visitors could access on-demand coverage shortly after it was recorded at the live event. "Akamai Professional Services helped ensure that on-demand files were available within hours of the live coverage," says Gurry. In fact, more than 15 million on-demand videos were viewed during the live event. Like the live streams, on-demand content was also available in multiple formats and has been accessed over 52 million times since the event.

Supporting Record-breaking Traffic

The MSN-Live Earth site was launched in May 2007 to drive interest and awareness of the Live Earth concert. "The Live Earth site was a huge effort from a design and content standpoint. Our goal was to combine a great entertainment experience with educational content about green issues in order to establish a long-term relationship with site visitors." MSN considers a range of factors to assess the success of events such as the Live Earth concert, including gathering site visitor feedback and monitoring click-through rates.

"We've been thrilled with the amount of positive feedback from site visitors, both in terms of what they've shared with us about their experience and the fact that so many people have gravitated toward not only the entertainment but also the green content," says Gurry.

Since the MSN-Live Earth site was launched, MSN has seen over 250 million page views to its global sites, and has delivered 67 million video streams, of which over 52 million are video on demand. Millions of people are still expected to visit MSN's Live Earth site in the weeks after the concert, accessing on-demand performances, artist interviews, exclusive backstage footage, and in-depth information, tools, and resources about the climate crisis.

"Our long-standing relationship with Akamai not only gives us confidence that we'll deliver a great customer experience, but is critical to successfully delivering an event of this scale," concludes Gurry.

About MSN

MSN attracts more than 465 million unique users worldwide per month. With localized versions available globally in 42 markets and 21 languages, MSN is a world leader in delivering compelling programmed content experiences to consumers and online advertising opportunities to businesses worldwide. For more information, visit www.msn.com.

About Akamai

Akamai® is the leading global service provider for accelerating content and business processes online. Thousands of organizations have formed trusted relationships with Akamai, improving their revenue and reducing costs by maximizing the performance of their online businesses. Leveraging the Akamai Edge Network, these organizations gain business advantage today, and have the foundation for the emerging Internet solutions of tomorrow. Akamai is "The Trusted Choice for Online Business." For more information, visit www.akamai.com.



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**DEMAND
SPORT**

THE CRICKET NETWORK

9.4 Akamai Case Study: NRediff.com five fold traffic increase

AKAMAI CASE STUDY

Five Fold Traffic Increase on Rediff.com Rediff Delivers Smoothly Using Akamai Globally Distributed Network

The Situation
Rediff.com is India's premier online provider of news, information, communication, entertainment and shopping services with a mission to provide a world class online consumer experience. Rediff has a registered user base of 45 million users and offers them a breadth of services like Rediff mail, Rediff BOL (Messenger service), Rediff Newshound and matchmaker. Additionally, rediff.com provides an ideal platform for Indians living abroad to connect with one another online through Rediff Connexors; Rediff I-land and Rediff blogs.

The Challenge

Global Delivery
With a globally distributed consumer base, Rediff wanted to deliver content lightning fast across the globe.

High Performing Web Site at All Times
To provide latest news and information to its visitors, Website performance and availability were two key parameters.

Support Peak Traffic without Infrastructure Buildout
Rediff wanted the ability to handle event-driven traffic spikes without expanding its Web infrastructure.

Why Akamai

Comprehensive Solution
Rediff implemented the *Akamai Media Delivery (AMD)* solution, which provides streaming, download delivery, http content delivery, secure content delivery to address every aspect of Rediff's business requirements.

In 2000 after subscribing to Akamai services, Rediff.com re-launched its Web site to make it more user-friendly and include several enhanced features that target the growing base of Internet users in India and overseas. "Akamai Media Delivery has been instrumental in revolutionizing the content delivery arena and enabling efficient monetization of media content," says Venki Nishtala, CTO, Rediff.com.

"To serve the customer from the nearest point on Internet, Akamai was a natural choice with a globally deployed network of more than 25,000 servers spanning over 1000 networks," explains Venki. With a registered user base of 45 million, Rediff serves 4 million visitors everyday most of them coming from India and USA.

Scalability
"Akamai's services allow provisioning of capacity to serve content to flash crowds during events such as cricket matches, breaking news or elections," says Venki. During the recent India-England cricket series in March, 2006, Rediff observed a 500% increase in traffic and managed it successfully with 100% Web site availability without investing in additional infrastructure build-out. Rediff consistently delivers around 7 billion hits per month through Akamai's network.

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rediff.com

COMPANY
Rediff.com
India
www.rediff.com

INDUSTRY
Media & Entertainment

SOLUTION
Akamai Media Delivery (AMD)
Akamai Site Delivery

KEY IMPACTS

- Reaching globally to 4 million people daily
- 99.9% site availability with improved download speeds
- Load on Rediff origin servers reduced by 97%
- Ability to handle 500% increase in traffic without additional infrastructure expenses
- Significant reduction in ownership costs
- Helping Rediff with its Web 2.0 applications
- After 6 years, Akamai-Rediff association continues to evolve to help Rediff better its services

"Akamai gives us the tools to manage, secure, control and report media file usage and ensure only authorized users are accessing files. This will let music companies, video content owners and artists tap the potential of the Web to bring content directly to consumers, and protect against piracy and revenue losses." —Jasmeet Singh, VP Strategic Alliances, Rediff.com

**DEMAND
SPORT**

THE CRICKET NETWORK

Why Akamai (continued)

Web Site Stickiness

Akamai has made Rediff's site stickier by enabling improved site performance and reliability. Rediff now provides a rich variety of relevant and engaging content and users stay longer at the Web site. According to a recent report, a visitor spends an average of 97.7 minutes per month at Rediff.com in comparison to 87 minutes spent per month at Yahoo India. Akamai's AMD solution offers streaming and personalization services to generate interest among Web site visitors. It has also resulted in increasing the number of advertisers for Rediff.com.

Reduced Total Cost of Ownership (TCO)

"Akamai allows Rediff to provide a satisfying customer experience with lightning fast download of Rediff's homepage while simultaneously offloading the traffic from Rediff's core servers," says Venki. Akamai's services have reduced Rediff's infrastructure overhead drastically leading to substantial savings on infrastructure costs and reduced management and capital overhead.

More than 97% of Rediff content is served through Akamai servers and made available to global visitors. "While Akamai takes care of Rediff's Web infrastructure requirements, Rediff concentrates on development of core services," continues Venki.

Addition of New Features for Future Growth

Cementing a five year relationship with Akamai Technologies, Rediff worked with Akamai in 2005 to launch a music album online promoted by MTV India and became the first online music e-tailer in India, where the huge potential of the Internet still lies untapped. Rediff's e-Commerce Payment Gateway seamlessly integrated with Akamai's secure delivery and download service.

"Akamai gives us the tools to manage, secure, control and report media file usage and ensure only authorized users are accessing files. This will let music companies, video content owners and artists tap the potential of the Web to bring content directly to consumers, and protect against piracy and revenue losses." Adds Jasmeet Singh, VP Strategic Alliances.

In 2006, Rediff added Akamai's Content Targeting service to its portfolio to provide a personalized experience to its visitors. Content Targeting uses details of a user location to enable Rediff to deliver content based on the geographical location of the end user.

The Akamai-Rediff relationship continues to grow with Akamai now helping to offload application infrastructure using technologies such as Edge Side Includes (ESI); a standard simple markup language used to define Web page components for dynamic assembly and delivery of Web applications at the edge of the Internet. "This is an important step towards preparing Rediff for its Web 2.0 applications, such as new redefined Airfare search, Shopping and social networking on the Rediff Connexions site. Rediff is actively working with Akamai to provide savvy and new Web users reliable and quick content, and to come up with innovative public services," concludes Venki.

About Rediff.com

For more information, visit www.rediff.com.

About Akamai

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AKAMCS-REDIFF-0807

**DEMAND
SPORT**

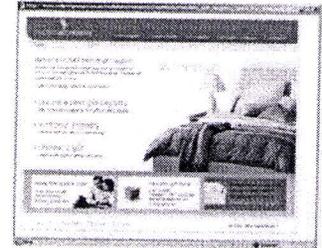
THE CRICKET NETWORK

9.5 Eclipse Case Study: Freedom online gift registry

freedom

Freedom Gift Registry

Eclipse has been working with Freedom over the past 18 months to articulate and develop their online business strategy. The result - a website that mirrors the workings of their successful direct mail catalogue business and a new online gift registry. We designed the registry with flexibility in mind, says Chris Anderson, Director of Eclipse, Sydney. "You can go into the store and shop and Freedom will compile your gifts online or you can shop on the net at home (or at work!) and build your own registry."



Supporting over 5,000 products online meant integrating Freedom's existing, and home grown, point of sale system. A significant challenge. The real innovation however was in Eclipse identifying the need and taking this idea to Freedom. Built as a J2EE application in Websphere, the registry has been short-listed for the Australian Information Industry Association innovation awards - the iAwards. Over 170 registries have been set up in the first two months of launch!

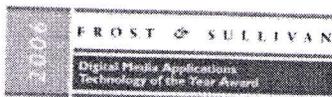
Brent Allan, General Manager of Marketing for Freedom, explains*, "There are clearly two types of bride. Time-poor professionals who just need to get it done quickly and those who want to linger over it. This avenue captures both."

* Source: BRW - February 2007

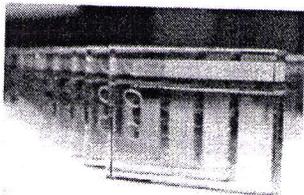
**DEMAND
SPORT**

THE CRICKET NETWORK

9.6 Sun Case Study: Frost Sullivan award



Sun Microsystems, Inc.



With the transition from analog to digital content, businesses today, face the challenge of converting content that was created and distributed on tape to digital media. In this era of digital revolution, industries - entertainment, broadcasting, publishing not only have to make a shift from analog to digital but also face the daunting task of managing the old and new digital content.

SUN's focus on R&D and continued efforts in creating media storage technologies has resulted in designing a world-class content management solution called the Digital Asset Management (DAM) reference architecture.

Since its inception in 1982 SUN Microsystems has been setting rigorous market standards in the IT sector. From building software solutions to providing IT services, SUN has become a pioneer in providing innovative technology based products to the industry thereby enhancing their services to the customers.



DAM RA is one of the first end-to-end architectures for digital asset management. It is a comprehensive, pretested, low risk solution that provides the enterprises capabilities to store, archive, backup, index, search, catalog data in digital format. The DAM reference architecture runs on the Solaris operating system. One of the key features of the solution is the integration of Artesia's TEAMS digital asset management application with SUN StorEdge SAM-FS software and SUN StorEdge QFS software. This allows the end users to reduce cost and improve the quality of delivery. Because of built in scalability, it enables customers to add new content or expand the number of users while increasing accessibility and storage.

The system consists of an n-tier architecture with browser-based clients, web servers, application servers, integration servers and data base servers. SUN Fire 280R servers are used for web serving and SUN Fire 480 servers are used for hosting the Artesia TEAMS digital asset management application 4.4, the SUN ONE message queue and the Oracle BI database. A SUN StorEdge T3 is setup in a SAN mode where the application and database servers can share the storage space.

Some of the key features of SUN's RA include the ability to make archives of content available without having to keep them online. It provides the flexibility of unlimited number of files that can be stored, a major restraint of other file systems. It helps in cost reduction through its file sharing ability, which enables simultaneous access to the same digital asset by multiple servers.

The design of the DAM RA by SUN has resulted in providing a robust solution to the industry. Due to the ability of this application to auto archive and act as a content repository, it has enabled to reduce the operation costs of the businesses. The DAM reference architecture provides a flexible and adaptable platform that has changed the way enterprises manage their digital assets.

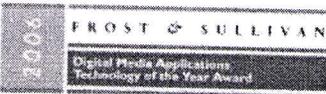
Compared to other DAM centric industry frameworks, SUN'S DAM RA has one of the richest palettes of components that address end user requirements. This has resulted in widespread adoption of this solution particularly in broadcast, publishing, entertainment, and education sectors.

SUN's commitment to open systems has enabled it to offer technologies that have a high degree of acceptance in the marketplace and thus being acknowledged as industry standards. SUN is arguably one of the largest spenders on R&D as a percentage of sales compared to most other technology companies, and much of these investments are directly relevant to the communications, media and entertainment sectors.

One of the technology innovations from SUN for digital asset management includes Java as

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Sun Microsystems, Inc.



the key integration platform. Increasingly now more DAM vendors have started using Java based applications in some form. The success of SUN's technology can be seen through some of their deployments including: Time Warner, NBC/Universal, NewsCorp/Fox, Disney, MLBAM, Scripps Networks, Stanford University, Discovery, RCS (Rizzoli - Italy), TV4 Sweden.

SUN created DAM RA in collaboration with end users and boasts of one of the industry's only centers for Digital Asset Management, the iForce Center at WGBH in Boston. Since 2001, SUN has hosted dozens of customers and prospects from all over the globe for in depth demonstrations and discussions of end-to-end DAM, how to plan for DAM in the organization, understanding components of DAM, load testing for DAM. SUN also has a DAM and DTT (Digital Terrestrial Television) Lab at the SUN iForce Center in Milan, Italy.

Being a major platform provider with a broad range of solutions and services, SUN has been successful in making information available to their customers globally - whenever they want it, wherever they want it.



From the development of JAVA to providing media storage technologies, SUN is positioned as a total solution provider whose products are unique in the market. The company has endeavored to provide value to its customers through quality and innovative products. In recognition of its commitment to excellence in technology, Frost & Sullivan is proud to announce SUN Microsystems' Digital Asset Management Reference Architecture as the recipient of the North America Digital Media Applications Market Technology of the Year Award for 2006.

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9.7 Sun Case Study: WGBH



WGBH

Digital Asset Management Prototype Lays Foundation for Lower Costs, Increased Efficiencies, and Enhanced Services

*An IDC eBusiness Case Study
Sponsored by Sun Microsystems, Inc.*

THE ORGANIZATION	Based in Boston, Massachusetts, WGBH is one of the leading public broadcasting stations in the United States. More than one-third of the Public Broadcasting Service's (PBS) prime-time lineup is produced by WGBH, including programs such as Nova, Frontline, American Experience, Antiques Roadshow, Masterpiece Theatre, Arthur, Between the Lions, Mystery!, and Zoom.
THE OBJECTIVE	Develop a prototype for industry-first Digital Asset Management solution, with key business objectives that include (1) lower total cost of operations through the integration of existing tools; (2) increased efficiencies; (3) enhanced quality of programs through greater access to digital archives; and (4) greater services available to educators, students, and individuals.
THE SOLUTION	Sun Services, with assistance from iForce Partner Artesia Technologies and Sony Electronics, Inc., helped WGBH design and implement a Digital Asset Management prototype, on which the Sun Digital Asset Management Reference Architecture is based. Storage area network (SAN) infrastructure powered by Sun StorEdge software and hardware technologies as well as Artesia Technologies' TEAMS software. Front-end interface powered by Sun Java Enterprise System platform, J2EE and XML technologies, Oracle9i database, and other open standards-based products.
WHY SUN	<i>"Sun was able to provide a comprehensive solution, ranging from its long-standing embrace of open standards, to its extensive iForce Partner community, to robust software and hardware product offerings, to the technical expertise of Sun Services."</i>
RESULTS	End-to-end system for rich media and broadcasting; architecture design achieved in less than 4 months; contingent upon nature of production projects and roles of production personnel, IDC projects that WGBH may be able to improve production productivity by 10% to 40%.



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9.8 MLBAM Case Study: MBL.com


Background

- MLB Advanced Media (MLBAM) is a full-service, end-to-end solution for interactive media. We welcome new media and marketing partnerships that focus on the integration of commerce and content through broad scale digital relationships.
- MLBAM distributes content through interactive media, including pc-based/mobile web sites and mobile applications. MLBAM's in-house solution includes multimedia production and distribution, streaming of live audio and video, design, fantasy gaming and the production and distribution of original programming for any desired platform.
- MLBAM has more than 400 full-time employees with departments ranging from e-commerce to technology, editorial, mobile, multimedia, syndication/business development, legal and finance, public relations, ticketing, customer service, marketing and sponsorship/advertising.


Who We Are



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Network of Partners

In total, the sites generated over 4 billion page views and over 830 million visitors in 2006, making it one of the most highly trafficked entertainment networks on the Internet

- **Major League Soccer:** www.mlsnet.com, launched in 2004; 12 MLS team sites
- **World Championship Sports Network:** www.wcsn.com, launched in 2005
- **NCAA Basketball:** streamed March Madness on Demand, with CBS Sportsline
- **US Figure Skating:** www.icenetwork.com, launched in 2006
- **Collegiate Images:** Archive of College, Conference & Bowl video
- **YES Network:** www.yesnetwork.com
- **SportsNet New York:** www.SNY.tv
- **Musician websites:** Elton John, Queen Latifah, Bob Marley, among others
- **Tennis Channel:** Streaming of French Open, Australian Open and other tennis content



Network of Partners

- **Tiger Woods:** Exclusive wireless distributor and on-line sales agent
- **AVP:** Association of Volleyball Professionals, AVP.com
- **Minor League Baseball:** www.milb.com; 75+ Minor League team sites
- **Baseball Hall of Fame:** www.baseballhall.org
- **MLB Players Association:** www.mlbplayers.com
- **Barry Bonds:** www.barrybonds.com
- **Derek Jeter:** www.derekjeter.com
- **Alex Rodriguez:** www.aronod.com
- **USA Baseball:** www.usabaseball.com



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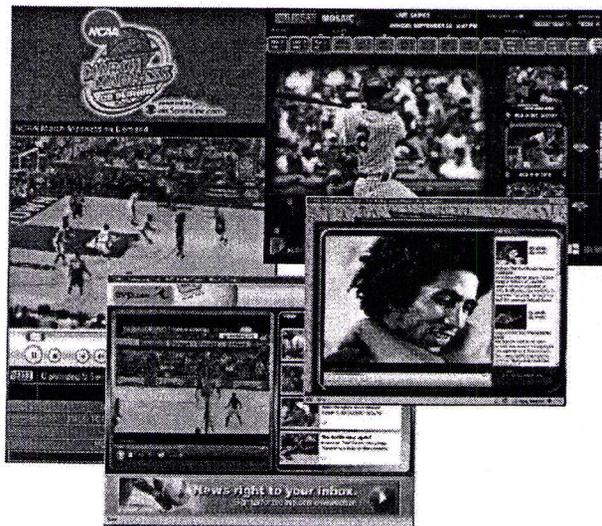
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- Over 170 unique articles and features delivered daily
- Fans interacted with 2.05 billion minutes of audio and video content last year (Includes live and archive games, free and paid audio/video content) – the most live and archived content on the Internet
- 1.25 million fans subscribed to content directly from the MLB.com portal last year
- Over 7.4 million registered users have requested to be e-mailed about sports-related information
- Infrastructure can be leveraged for, and extended to, new partnerships



- **MLBAM has built a state-of-the-art Media Player that can be leveraged for any property.**

- The Media Player can be customized with the property's look and feel.
- The Media Player can incorporate advertising and sponsorship elements including branding, ad banner rotation, video ad insertion, etc.



- Leading content delivery platform, with 1.5 million multimedia streams served per day and more than 100,000 hours of original programming annually
- Massive capacity to handle millions of visitors with full backup
- Bandwidth to surpass competitors, process to assure efficient investment of time
- Capacity to scale MLBAM infrastructure depending on partner strategy and objectives
- In-house multimedia operation – original programming, production of large and small events, press conferences, VOD, talk shows, more
- Broadcasts exclusively for the Web as well as simulcast on TV

- In house/on site award-winning designers
- Customizable templates, special projects, sites that have desired impact on every screen size, at every resolution





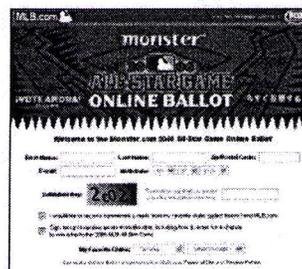
MLBAM Infrastructure - Content

- Equipped with full-service multimedia tools and personnel for turn-key production and delivery worldwide
- Full-service 24/7 newsroom that generates, edits and produces text, audio, video and photos for online, mobile and syndication
- Original content adds stickiness to the site and makes it a must-visit daily experience, increasing traffic and business opportunities



MLBAM Infrastructure – Ad & Sponsorship

- Full-service sponsorship team would work in collaboration with you to drive advertising revenues
- MLBAM offers a full suite of promotions, sweepstakes and partner enhancement opportunities
- Serving of rich media and all standard advertising types
- Video ad serving (pre-roll, post-roll and live insertion)



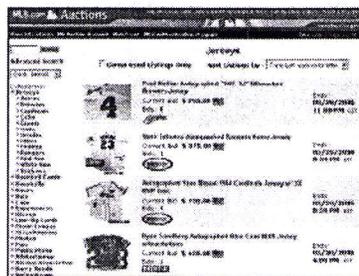
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MLBAM Infrastructure – E-commerce

- Operate e-commerce sites for MLB, Major League Soccer, Minor League Baseball and more
- Employ buyers, take inventory, have key third-party relationships for both retail sales and auction



MLBAM Infrastructure – Ticketing

- Full-scale ticketing solution
- Tickets.com is owned by MLBAM
- Offer full suite: print-at-home functionality, kiosks, secondary market, dynamic pricing, forward to friend, digital-ticketing strategy
- VIP packages



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MLBAM Premium Content - Products

OVERVIEW **MLB.TV PREMIUM** **MLB.TV** **GAMEDAY AUDIO** COMPARE PRODUCTS

PRODUCT OPTIONS FOR THE OFFICE, AT HOME AND ON THE GO...
MLB.COM WHITE PAPER: IT ALWAYS ON

<p>MLB.TV PREMIUM</p>  <ul style="list-style-type: none"> WATCH every 2007 regular season out-of-market game LIVE Picture quality twice as good as last season (video speed up to 100K) MLB.TV features: <ul style="list-style-type: none"> WATCH any 8 games LIVE each week on 1.5 HD - TV Quality Player Tracker lets you select your favorite players LIVE at live instantaneous audio switching PC / Mac compatible Includes ALL other MLB.TV features <p>Learn more ></p> <p>Monthly subscription only ></p> <p>MONTHLY \$14.99 YEARLY \$159.99</p>	<p>MLB.TV</p>  <ul style="list-style-type: none"> WATCH every 2007 regular season out-of-market game LIVE Watch over 150 Spring Training games LIVE Contented Games, Searchable Video, On-Field Lineups, Baseball Channel and Extended Highlights Includes GAMEDAY AUDIO (New addition this season) Immediate access to 2006 Archives <p>Learn more ></p> <p>Monthly subscription only ></p> <p>MONTHLY \$9.99 YEARLY \$99.99</p>	<p>GAMEDAY AUDIO</p>  <ul style="list-style-type: none"> LISTEN to every 2007 regular season out-of-market game LIVE Listen to over 150 Spring Training games LIVE Choose home or away feeds Special feeds available Immediate access to 2006 Archives <p>Learn more ></p> <p>For desktop electronics</p> <p>YEARLY \$149</p>	<p>MLB.com/mobile</p>  <ul style="list-style-type: none"> GAMEDAY AUDIO Mobile: <ul style="list-style-type: none"> Listen to LIVE game broadcasts Team Alerts: Get text message alerts for your favorite team Watch highlights and feature video clips Get on-demand scores, schedules, news and more with TeamTEXT and MLB.com for the Mobile Web Personalize your phone with wallpapers and ringtones <p>Learn more ></p>
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Other available products on MLB.com

SEARCHABLE VIDEO DIGITAL DOWNLOAD SERVICE BASEBALL'S BEST TEAM TXT FANTASY 9 CHALLENGE GAMES



MLBAM Mobile

	Mobile Game	<ul style="list-style-type: none"> Baseball simulation game Features the ability to replay historic games and change the outcome Suggested retail: \$2.49 monthly subscription or \$6.99 one-time purchase
	Gameday	<ul style="list-style-type: none"> Includes all the Gameday features plus a Fantasy Player Tracker Includes live game Audio Suggested retail: monthly subscription \$4.99 or \$5.99 w/audio
	Enhanced Mobile Web	<ul style="list-style-type: none"> Mobile site optimized for Blackberry, Palm and Smartphones Support for advertising banners
	Video	<ul style="list-style-type: none"> Developed for mobile devices Daily and weekly Programming including game highlights and short features
	Personalization	<ul style="list-style-type: none"> Increased revenue share through direct carrier distribution Eliminate storefront vendor
	Alerts	<ul style="list-style-type: none"> Premium subscription service Includes game-end summaries and event-based alerts

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9.9 MSN Case Study: EMI Music



Overview

Country or Region: United Kingdom
Industry: Media and Entertainment

Customer Profile

EMI Music is the world's largest independent music company, operating directly in 50 countries, and representing more than 1,000 artists spanning all musical tastes and genres.

Business Situation

EMI Music needed to implement new technologies and simplify its global technology environment to aid business reactivity and change.

Solution

EMI Music has formed a strategic, global partnership with Microsoft to work on a series of core change projects that span all business processes.

Benefits

- Shared experience drives innovation
- Secures the future through technology
- Global knowledge and skills ensure success
- Seamless music experience from creation to delivery
- Reduced costs and increased revenue

EMI Music Develops its Digital Business Through Strategic Technology Agreement

"Microsoft technologies support all of our business processes from... the studio through to the distribution of the music either to a digital partner or to our manufacturing plants globally."

Andrew Hickey, Chief Technology Officer, EMI Music

EMI Music, a global leader in the music industry, is evolving its business to capitalise on the opportunities created by the digital revolution. The company has embarked on a global technology transformation project, and is working with Microsoft on a series of core technology change programmes. Through the transformation, EMI Music is taking advantage of Microsoft products and technologies, as well as its global reach, to simplify its systems and to ensure it builds on existing market success and develops its position as a digital leader.

Situation

The current generation thinks and acts digitally. The ability to download music, sometimes illegally and free of charge, has been the norm for many people for the last several years. However, the tide is turning toward legitimate digital music services.

According to the International Federation of Phonographic Industries, the retail value of digital music sales in the first half of 2005 rose to U.S.\$790 million, from \$220 million in the same period in 2004. The portable device market is exploding as well, giving consumers the ability to experience music across a variety of channels—from personal computers and mobile phones to satellite receivers and gaming consoles. And the ability to purchase music on these platforms is arriving at a furious pace.

Companies like EMI Music must take advantage of these new market dynamics and cater to consumer demands through multiple, cost-effective channels.

EMI Music's traditional model has been very successful. But as any successful business knows, being able to evolve the business model to respond to changing business demands is what generates sustainable success. To this end, EMI Music, which operates directly in 50 countries and licenses its music to another 20 countries around the world, has been investing wisely in artists, its people, and technology to ensure it remains a market leader with a reputation for delivering the high-quality products that have become synonymous with the EMI Music brand.

Over the last three years, EMI has been executing a clear strategy for growth by developing and marketing long-term global superstars, combating increasingly widespread music piracy, and capitalising on the emerging digital market.

James Anderson, Chief Information Officer, EMI Music, says: "Market changes are forcing everyone to think digitally. We are constantly trying to better understand consumer behaviour and how consumers want to purchase and listen to music.

"The new digital world is one of tremendous opportunity, but to capitalise on it, we are teaching ourselves and others to change the way we have thought and acted for the last 20 years. We recognised early on that technology is a big part of our future, and now it's a question of how fast do we change and how big that change will be."

Solution

One of the key components in EMI Music's strategy is a global technology transformation process, called Digitising EMI Music. To complement the company's rich resource pool of business and technical innovators, EMI formed a strategic, global partnership with Microsoft as part of a Global Enterprise Agreement. This partnership would ensure a successful transformation from the old world of physical music to the new world of digital music and all that it brings.

Microsoft and EMI Music already had an existing relationship created through the use of Microsoft® desktop and server products. This new partnership is focused on identifying technologies that will drive business value and growth both now and in the future.

Andrew Hickey, Chief Technology Officer, EMI Music, says: "Technology is becoming increasingly important as this industry is undergoing so many changes at any one time. The technology that consumers use to enjoy music is changing, as are the distribution models that we must use to meet demand. Digital demand means that we have a more complex set of products and delivery and payment channels so we need to

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implement a more sophisticated technology set.

"EMI Music is an innovative company. We have always embraced technology to drive value for our employees, artists, shareholders and, ultimately customers. We will continue to do so in the digital world."

EMI Music is working with Microsoft to lay the foundations for the future through a series of core change projects. Hickey says: "Microsoft technologies support all of our business processes from the creation of the music in the studio through to the distribution of the music either to a digital partner or to our manufacturing plants globally. This partnership is critical to the success of what we want to achieve."

The change projects include:

- A global project called Evolve replaces the previous sales and finance systems that EMI had used globally, onto a single environment. Based on SAP R/3 software, the Microsoft Windows Server™ 2003 operating system, Microsoft SQL Server™ 2000, and Microsoft BizTalk® Server 2004, the new system improves the way EMI Music handles physical and digital sales, and provides a consolidated view of the company's global financial position. Microsoft Windows Server 2003, SQL Server 2000, and BizTalk Server 2004 are part of Microsoft Windows Server System™ integrated server software.
- The Global Repertoire System provides a single global view of the artists, releases, and music products from the company's music labels around the world. This is based on a single, central SQL Server 2000 database and the Active Directory® directory service.
- A portal called Pulse, gives people access to a wide variety of management information including sales data, market

research, and consumer insight, which empowers them with the right information to react quickly to market changes. Pulse is based on Microsoft Office SharePoint® Portal Server 2003, also part of Windows Server System; Active Directory; and Panorama NovaView.

- The Marketing Hub is a single location that EMI Music's marketing executives can visit to access marketing assets for its global family of artists. Users can share marketing best practice on priority artists around the world using the system, which is based on the Microsoft .NET Framework.

Simon Hayward, Business Manager, Media & Entertainment, Microsoft, says: "By delivering integrated solutions built on innovative software, Microsoft and its partners are helping EMI increase operational efficiency and effectiveness, and provide rich collaboration between production, planning, budgeting, management, and media creation—while simultaneously helping them enhance the consumer's experience of musical content and services."

Benefits

Developing EMI Music's Agile Digital Business

EMI Music already has a reputation as a market leader with sophisticated technology and processes that support its business model. The digital world throws up many new challenges that impact the whole music ecosystem from creation through to management and delivery of music assets.

Anderson says: "When we strike a relationship with an artist it is based on a collective goal that we make that collaboration a success. To fulfill our part of the agreement, we need, amongst other things, to be able to deliver projects on time and with precision. The digital world requires great people, systems, and processes that can adapt and respond to new and existing challenges quickly and efficiently."

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A single central repository of assets for exploitation across the globe is making EMI Music more agile and helping the company expose artists to new territories quickly and effectively. This is also helping the company to respond more rapidly to customer and consumer demand.

Evolution through Industry Partnership

Both EMI Music and Microsoft are leaders in their respective fields. The combination of such expertise and insight is a great mix not just for the two companies but also for the industry as a whole. Innovation in any market raises the bar and encourages all players to deliver higher-quality products and services.

Anderson says: "This partnership provides a tremendous opportunity for the complementary skills of Microsoft and EMI Music to work together. Having Microsoft as a partner provides us with a global environment, global skills and local knowledge, and a unique insight into how we can reach and tap into consumer behaviour. Likewise, in working with us, Microsoft can further develop its knowledge of the music market so that it can lead its own industry in the approach to the new digital content environment."

Hayward adds: "EMI is at the forefront of the changes happening within the music industry, and has its finger on the pulse of how music is being consumed globally. By working together, both companies can share key learnings about how consumers are using technology to listen to music now and in the future."

Transforming the Music Experience

EMI Music is committed to meeting and exceeding consumer expectations with the products it delivers to market, whether in physical or digital form. "Digitising EMI" is not purely an IT replacement project. It's all about streamlining processes and doing what the

company already does well, but better. It will deliver value for all involved in the creation, management, delivery and, ultimately, the music experience.

As well as aiding the company's digital capabilities, the technology transformation project will also enhance EMI Music's physical delivery platforms so that the traditional model also becomes more efficient.

Anderson says: "No aspect of our business will be left unchanged by what we are doing. We have been pragmatic in our approach to this project to make it more manageable and selected Microsoft technologies because of the flexibility and simplicity we gain."

Reducing Cost, Increasing Revenue

The technology change programme will yield substantial revenue benefits and cost savings for EMI Music, and at the same time make the company more effective in the digital music environment.

Real-time sales information, available to any operating company within EMI Music around the world, will aid operating decisions and help develop successful artists more effectively.

Hickey says: "We're realising a number of real revenue benefits, as well as cost savings based on streamlined processes and the efficiencies of managing a simplified, global platform."

Securing the Future of the Industry

Like its peers, EMI Music has always been under pressure to combat piracy and ensure the secure management of assets. Technology has been a key enabler in combating traditional piracy methods. But unfortunately, as the technology to combat piracy becomes more sophisticated, so do the methods by which hackers use to

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circumvent those technologies. Another aspect that the EMI and Microsoft partnership seeks to facilitate is the secure exchange of knowledge and products globally.

Hayward says: "EMI Music can use Microsoft technology to securely deliver music internally, as well as delivering new and innovative products to music consumers.

Hickey adds: "Our vision is to have a much more simplified platform globally based around a single set of technologies, and we're looking to leverage our existing investment in Microsoft technology to help achieve that goal."

Microsoft Windows Server System
Microsoft Windows Server System is a comprehensive, integrated, and interoperable server infrastructure that helps reduce the complexity and costs of building, deploying, connecting, and operating agile business solutions. Windows Server System helps customers create new value for their business through the strategic use of their IT assets. With the Windows Server operating system as its foundation, Windows Server System delivers dependable infrastructure for data management and analysis; enterprise integration; customer, partner, and employee portals; business process automation; communications and collaboration; and core IT operations including security, deployment, and systems management.

For more information about Windows Server System, go to:
www.microsoft.com/windowsserversystem

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9.10 MSN Case Study: VitalStream



Ensuring Reliable, High-Quality Streaming Audio and Video to Organizations Worldwide

Overview

Country or Region: United States
Industry: Telecommunications—Hosting

Customer Profile

Irvine, California-based VitalStream is a global provider of integrated content delivery services that enable businesses to broadcast digital media to worldwide audiences over the Internet.

Business Situation

VitalStream needed a streaming media solution that would ensure its ability to deliver high quality of service reliably—even as it expanded at a rapid rate.

Solution

VitalStream relies on the Microsoft Windows Server System and Microsoft Windows Media Services 9 Series to deliver high quality streaming media services. Microsoft Service Provider Licensing helps manage costs.

Benefits

- Reliable service delivery network
- Powerful, predictable quality of service
- Highly skilled IT personnel
- Cost-effective software licensing options

“When we deploy the Microsoft technologies out on our network, we know just what kind of performance we’re going to see. It’s a very predictable platform, and that makes it easy for us to plan.”

Steve Smith, Chief Technical Officer of VitalStream

VitalStream operates a global network optimized for streaming high quality digital content on behalf of clients all over the world. In building this network, VitalStream managers sought out reliable hardware and software that would ensure delivery of a predictable quality of service. They sought an application development environment that would enable both rapid development of new service delivery applications and easy access to a large pool of qualified developers. And they sought a way to roll out this network and these services in a predictable, budgeted, cost-effective manner. All these objectives came together in a solution from Microsoft based on the Microsoft Windows Server System™, the Microsoft Windows Media Services 9 Series, and the Microsoft Service Provider Licensing (SPLA) model.

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Situation

As more and more individuals and businesses connect to the Internet using high speed broadband connections, the content delivery world is poised for a new revolution: the widespread use of high quality video delivered over the internet.

High quality video—not the grainy, lurching images familiar to users with a dialup connection—is appearing on more and more websites. An increasing number of companies are using the Internet to deliver high quality training videos to remote offices, where employees can watch the video when it is most convenient for them. An increasing number of organizations are looking at the delivery of television content over Internet protocol-based networks (IPTV).

At the center of much of this activity is VitalStream, one of the leading content delivery network service providers. Based in Irvine, California, VitalStream offers a network and product suite designed for delivering streamed content on behalf of customers around the world. If a business wants to incorporate streaming media into its infrastructure—whether for training, promotion, or any other purpose—VitalStream can enable the delivery of streamed content far more reliably and cost-effectively than most businesses could on their own. VitalStream's worldwide network puts local copies of streaming media close to the places where the content is needed, and its powerful service delivery infrastructure delivers that content quickly and reliably. The company's service console enables organizations to upload and manage content quickly, informs customers of traffic patterns and hits, and allows customers to judge just how successful a video program has been.

VitalStream's services have been a clear hit, supporting global media companies such as Disney, Time Warner, and Comcast, as well

as niche content vendors such as CNET and Edmunds.com. Microsoft routinely uses VitalStream to stream content to users around the world.

To succeed in this challenging service delivery environment, VitalStream had to make the right technological decisions early on. Not only did those decisions involve hardware and software for capturing, encoding, and delivering streaming content, but also how that hardware and software could be cost-effectively licensed. VitalStream officials also knew that whatever decisions they made would have both short-term and long-term financial consequences among investors—for choosing a service delivery architecture that would slow the rollout of new, revenue-producing services would discourage investors from supporting the company down the road. With an environment that could enable VitalStream to roll out cost-effective and highly reliable services quickly, VitalStream officials felt that they could reasonably hope for the enthusiastic support of the investment community.

Solution

VitalStream officials believed that the company could best meet its needs through use of the Microsoft Windows Server System, the Microsoft Windows Media Services 9 Series, and the Microsoft Service Provider Licensing (SPLA) program. During the past five years, VitalStream had deployed thousands of Dell PowerEdge server systems to the perimeter of its global service delivery network. From there, these servers stream content to millions of users around the world. The majority of these systems run the Microsoft Windows Server 2003 operating system and Windows Media Services.

Additionally, VitalStream has developed its core customer care, reporting, billing and video workflow delivery applications using the

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C# language and the Microsoft Visual Studio® .NET development system. These are Microsoft.NET-connected applications that take advantage of Active Directory®, the directory services capabilities in the Windows Server 2003, as well as Microsoft® SQL Server™ 2005 and the Microsoft .NET Framework, an integral component of the Microsoft Windows operating system that provides a programming model and runtime for Web services, Web applications, and smart client applications.

VitalStream supports application development and network management with a team of 14 IT professionals.

"We have developed a global content delivery network focused around streaming," says Philip N. Kaplan, President and Chief Operating Officer of VitalStream. "It has achieved tier one status with Microsoft, and there are only a few companies in the world that have a network of that stature because it requires massive capacity and throughput.

"Our customers view the Internet as an important distribution channel for both mainstream and niche content," Kaplan continues. "We have built an infrastructure to support everything from IPTV to online learning to Windows Media podcasting and more. We are a Microsoft shop, and have been a Microsoft shop since inception."

Benefits

For VitalStream, the benefits of a Microsoft-based service delivery network are both broad and deep. Windows Server 2003 has proven itself to be both robust and reliable, ensuring that VitalStream can maintain a high quality of service where service delivery is critical. Windows Media Services 9 Series has proven to be powerful, easy to use, and very predictable. VitalStream IT personnel know just how Windows Media Services works and just how much performance they

can squeeze out of a given server system—and it is a significant amount. The Visual Studio development environment has not only made it easy to develop powerful applications quickly, but VitalStream has found it very easy to hire well-qualified developers with expertise in the required Microsoft technologies. VitalStream is fully aware of the popularity of Linux among other content delivery service providers—and well aware of how difficult and expensive it can be to find well-qualified developers.

The SPLA makes it easy for VitalStream to roll out new services without a significant capital investment for server licenses. VitalStream can commission a new server with all the requisite software and stream only five or 10 pieces of content from it—and even if the server can support thousands of content streams, the SPLA enables VitalStream to pay a recurring monthly fee based entirely on the resources used. So it pays for 10 streams at first and bundles the licensing fees into its monthly charges to its customers. Later, when that same server is handling hundreds of streams for customers, the monthly licensing fees will reflect that increased use. From a cash flow perspective, the SPLA makes it easy to roll out new services quickly and cost-effectively—which is a big win for VitalStream.

Ensuring a High Quality of Service

To delivery consistent, predictable high quality of service, a service provider needs hardware and software that is predictable and reliable—and VitalStream has found that in Microsoft Windows Server and Microsoft Windows Media Services. "From a technology standpoint, predictability and scalability are critical," says Steve Smith, Chief Technical Officer of VitalStream. "When we deploy Microsoft technologies out on our network, we know just what kind of performance we're going to see. It's a very predictable platform, and that makes it easy for us to plan.

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"The Windows Media Services 9 Series products are mature and reliable," Smith goes on to say. "They're extensible, too, so that we can open them up and add extensions that add value to our customers. We've created plug-ins that authenticate or provide conditional access for media, for example, so that the content owner gets to determine who gets to view or access the content. In conjunction with the Windows Media DRM [digital rights management] components of Windows Media Services, that's very beneficial and very important to many of our customers.

"The server offerings have gotten better and better over time," Smith continues. "We can layer on more streaming capacity per node than we can with other products. Windows Server 2003 might not have been the lavish upgrade one could imagine, but from a predictability and reliability perspective it has provided big improvements. That's directly led to much higher uptime for our services, which is critical."

That higher uptime not only improves service delivery as perceived by the person interacting with the streamed content; it also improves service delivery as perceived by the person uploading content for distribution as well as the group responsible for managing content delivery. "Windows Media is a very popular offering among our customers," says Smith, "but they also appreciate the reliability and uptime of the Microsoft platform even when using products they don't necessarily associate with Microsoft Windows Media itself—in the availability of our reporting tools and our workflow management tools, for example. These are always there for them, and that is appreciated."

Gaining Easy Access to Qualified IT Personnel

VitalStream has expanded its service delivery network and applications portfolio significantly in the last two years. In 2005 it added several new developers to its IT team—and officials were very pleased with how easy it was to find personnel with exactly the kinds of skills they were seeking. VitalStream does have a number of servers running Linux to support specific customer needs, and the company's experience building applications using the Linux, Apache, MySQL, and PHP model (LAMP) has shown that finding well-qualified personnel is more difficult—which can compromise an organization's ability to meet customer needs.

"By going with the entire .NET technology stack," says John McIlwain, the VitalStream Director of Product Development, "we've been able to tap into a very large base of highly qualified development personnel, quality assurance experts, even documentation developers to help us build the right products. If you know .NET, that says something about you—and you're likely to be able to fit right into our team quickly."

As VitalStream grew quickly during 2005, that ability to find well-qualified personnel was critical, too. "Spikes in business demand that you to add staff quickly," says McIlwain. "It would have been difficult for us to meet our product goals if we had not been able to find people quickly who would fit well within our organization."

Budgeting with Cost-Effective Licensing Options

The Microsoft Service Provider Licensing (SPLA) program has also played a significant role in easing the rollout and expansion of the VitalStream service delivery network. The SPLA provides VitalStream with the greatest levels of flexibility in terms of how it deploys Microsoft server software and how it prices

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its services. VitalStream can deploy Windows Server 2003-based servers and service delivery applications without having to wonder whether a customer has enough content or users to justify the full open license fee associated with Microsoft server software. Under the SPLA, VitalStream is not charged the full open license fee. Rather, Microsoft charges a monthly licensing fee based on server use during the month. VitalStream has translated the incremental SPLA licensing costs to the cost per gigabyte of content streamed from its network—and it simply bundles the server software licensing fees into its monthly service charges. As server use rises and falls, so do the licensing fees—yet so do service-based revenues, which ensure that VitalStream can cover its licensing costs easily from cash flow.

The SPLA also provides VitalStream with a significant amount of flexibility to support different customer needs. If VitalStream wants to offer a service to which companies could subscribe on a month-to-month basis, the SPLA provides a licensing model that would support such a service. It is perfect for those business scenarios in which VitalStream might plan to roll out a new service over time or in which VitalStream's customers expect to either increase the amount of content they want to stream over time or see a significant variation in the volume of streamed content from month to month.

"We did a very careful evaluation of our license options," says Kaplan. "The SPLA really makes so much sense for us. The rate at which we add and subtract servers on our network is really conducive to a recurrent revenue model where we self-police and self-report our licensing activity. From an economic benefit perspective, it's clearly more advantageous for us to be able to lock in the license and have guaranteed access to the support and the updates than it would be

to buy the license outright and later be subject to unpredictable upgrade cycles.

"In the last quarter of 2005," Kaplan continues, "we added more than 1,000 server systems to our network—the majority of which are running Windows Server 2003—we could do that because of the budget predictability month over month and the upgrade predictability from a budgeting perspective. Then there's the sheer economic present value expense recognition: it just makes more sense for us to use the SPLA than to purchase open licenses."

Looking Towards the Future

"We're always looking to manage growth," says Smith. "We need to keep growth at a high enough level to keep Wall Street excited about our company and to be perceived in the marketplace as an innovator. The way we do that is by making the right technology bets."

"When you look at traditional media companies," Kaplan adds, "those in the movie, TV and print spaces are just beginning to dip their toes in the online pool. From an advertising revenue perspective, the Internet accounts for only four percent of all advertising dollars. But as eyeballs go online, the advertising dollars will chase the eyeballs. As more and more of that all-important 18 to 34 year-old demographic goes online for their streamed content, we'll see a seismic shift in terms of advertising dollars and audience. With Windows Server, Windows Media Services, and the SPLA we're building in the solutions that will allow us to participate in what we see as a key secular trend."

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Microsoft Windows Server System and
the Communications Sector

Microsoft® Windows Server System™ is a comprehensive, integrated, and interoperable server infrastructure that helps reduce the complexity and costs of building, deploying, connecting, and operating agile business solutions. Windows Server System helps service providers create new value for their businesses and their customers through the strategic use of their IT assets. With the Windows Server™ operating system as its foundation, Windows Server System delivers dependable infrastructure for data management and analysis; enterprise integration; customer, partner, and employee portals; business process automation; communications and collaboration; and core IT operations including security, deployment, and systems management. For more information about Windows Server System, go to:

[http://www.microsoft.com/
windowsserversystem](http://www.microsoft.com/windowsserversystem)

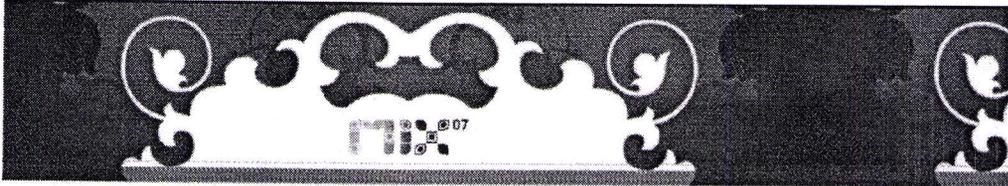
For more information about Microsoft solutions for the communications sector, go to:

<http://www.microsoft.com/serviceproviders>

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9.11 MSN Case Study: AOL Customer Communications Systems



AOL Integrates Customer Communication Systems with Cutting-Edge Technology

AOL  mail

frog design

Company Profile

AOL is a global Web services company that operates some of the most popular Web destinations, offers a comprehensive suite of free software and services, runs the country's largest Internet access business, and provides a full set of advertising solutions. A majority-owned subsidiary of Time Warner Inc., AOL is based in Dulles, Virginia.

Key Technology

Microsoft® Silverlight™ delivers rich, cross-platform, interactive experiences, including animation, graphics, audio, and video.

Microsoft Expression Blend™ is the professional design tool for creating engaging Web-connected experiences for the Windows® operating system.

"Microsoft® technology is changing the way we work. Tools such as Microsoft Expression Blend™ let developers see what they are designing, in real time, which enables us to get products out the door faster."

Eric Hoffman, Director of E-mail Client Development, AOL

Summary

In a mere three weeks, AOL, Microsoft, and strategic creative consulting firm frog design used Microsoft® Silverlight™ (formerly code named "WPF/e") to develop a Windows® Sidebar gadget that integrates communications and supports expressive and forward-thinking animations. The gadget also works with legacy code and has minimal space requirements on the desktop. The gadget "combines the power of the desktop with the nimbleness of the Web—creating an experience that is the best of both worlds," says Eric Hoffman, Director of E-mail Client Development for AOL.

Business Challenge

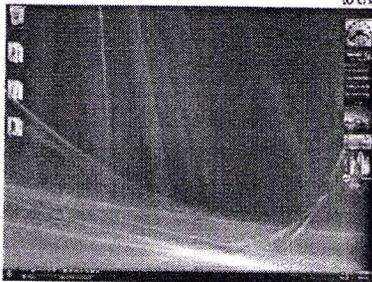
AOL provides customers with an expansive range of communication mediums, including e-mail, instant messaging, video and photo sharing, calendars, and more. In addition to integrating several of the service's key features into its client and Web-based e-mail offerings, AOL wanted to simplify the consumer experience, streamline access to popular features, and become even more appealing to a younger, more technically savvy audience.

Solution

AOL teamed with frog design to create a Windows Sidebar gadget that aggregates communications from a customer's top five friends into a single location. To build the gadget, the team used Silverlight and Microsoft Expression Blend™. "We leveraged the visual flexibility of Silverlight to create animated icons that glow when a friend sends a new communication," says Mark Ligarni, Executive Creative Director at frog design. "E-mails, online status, instant messages, and freshly uploaded media files are accessed with a single click—no more navigation is required."

Differentiating Through User Experience

"To support a community or social networking, you need design that resonates with each group—one size does not fit all. By using Microsoft technology to create 'skins,' AOL gives users the ability to change the design on-the-fly," says Eric Hoffman.

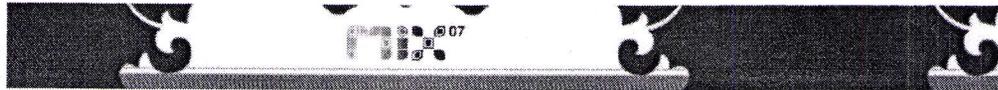


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9.12 MSN: CBS Television Websites



CBS Television Web Sites Amplified by Visitor Videos, Images, and Audio



"The Web application, created using Microsoft® Silverlight™, enables our audience to engage, interact, and share their local stories and content."
 Darren Person, CTO, CBS Television Stations Digital Media Group

Summary

The CBS Television Stations Digital Media Group wanted to increase interaction and engagement with viewers. Using Microsoft® Silverlight™ (formerly code named "WPF/e"), CBS worked with partner frog design to create a rich, easy-to-use Web application that supports member-generated audio, video, and image files. The application further serves its audience by allowing affiliates to personalize the experience, focusing on events and interests within their community.

Business Challenge

Viewer-generated content flourishes online—as do concerns about its accuracy. CBS sought a strategic offering that would tap into viewer knowledge while maintaining journalistic integrity. Remarks Darren Person, CTO, CBS Television Stations Digital Media Group, "In this new age of information, our site visitors are quickly becoming the fastest sources of breaking news. We want to leverage their content, while ensuring seamless review and approval processes."

Solution

CBS partnered with Microsoft and, with the help of frog design, used Silverlight to create a Web application that allows visitors to submit content. According to Mark Ligameri, Executive Creative Director at frog design, "The rich media solution provides real people the ability to offer reports on their communities. Working within its network of affiliates, CBS can screen the content for accuracy, and then post this content."

The application also promotes community. Visitors can rate, comment upon, and share content, engaging with news in a fresh way. Adds Person, "We also included the capability for ad integration. Advertisers can reach a localized, targeted audience."

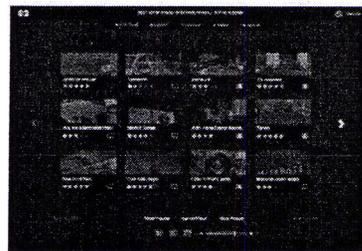
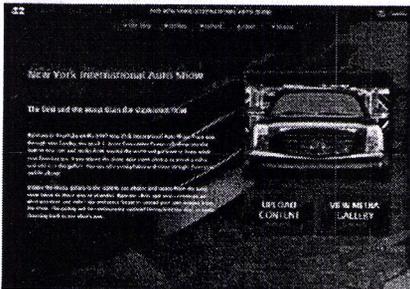
Differentiating Through User Experience

"The streamlined, minimalist design makes content the hero. A sleek screen and clear navigation lend visual and spatial priority to the media files themselves," says Ligameri.

Company Profile
 CBS Television Stations operates in 22 markets with 36 stations nationwide and is the leader in local news and content in television and through digital distribution platforms.

The Digital Media Group within CBS Television Stations manages editorial operations, programming, advertising sales, business development, and technologies for all Internet, wireless, and other non-broadcast distribution paths.

Key Technology
 Microsoft® Silverlight™ helps deliver rich, cross-platform, interactive experiences, including animation, graphics, audio, and video for the Web.



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DEMAND SPRT

Part C

Invitation to Tender

Web Portal Rights Tender

Financial Bid

25 January 2008

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1 Financial Bid

1.1 Background

Demand Sport Limited through its wholly owned subsidiary, The Cricket Network Pty Ltd (TCN), signed an agreement with the BCCI on 10 April 2006 ("MOU") at the Full Working Committee Meeting, Brabourne Stadium, Mumbai.

The MOU provided for TCN to develop, operate and maintain a web portal and associated new media assets for the BCCI for a period of 10 years (with a further 10 year option) on a cost plus revenue sharing basis. This commercial arrangement was negotiated and structured for the purpose of aligning TCN's requirement for an acceptable return on capital with the BCCI's objectives of establishing a world class sporting web portal (broadly based on the MLB.com model) at minimal risk, with no capital outlay and enjoying the upside of a revenue share model.

At the BCCI's direction, TCN performed work to develop the Web Portal with a scheduled launch for the Champions Trophy in October 2006. In developing the BCCI Web Portal TCN incurred costs of US\$1.3 million. On 27 December 2006 the BCCI announced that it intended to offer the Web Portal development to an open tender. The Web Portal expenditure incurred by TCN is subject to a reimbursement claim with the BCCI.

1.2 TCN Group Bid Proposal

There have been a number of significant Indian audience, market and technology impacts since the awarding of the MOU on April 2006, which are described below. In addition, the proposed restricted ITT rights period of 4 years necessitates TCN's tender offer to not conform in some aspects.

The ITT differs in a number of very material ways from the MOU and subsequent joint business plan developed by the BCCI and TCN throughout 2006. The principal differences are:

1. The proposed ITT time frame has been significantly truncated from 10+10 years to just 4 years. It is submitted that a proposed initial 4 year period for this project will be primarily focused on the capital intensive period of developing systems, building content, and growing audience.
2. The delay in the implementation of the BCCI web portal has allowed other competitors to enter the market and capture substantial market share (e.g. Cricinfo with an estimated cumulative 18m unique Indian users).

3. The introduction of parallel free to air broadcast competition by the public TV broadcaster Doordashan has made the domestic Indian subscription broadband model redundant. This requires the establishment of advertising model and longer commercial ramp-up.
4. The potential audience for the web portal has been significantly impacted by the effective removal of mobile phone communications to and from the web portal.

The mobile market is currently growing by 7.8 million handsets a month, reaching 210 million handsets by September 2007. In contrast, internet broadband subscribers grew by 0.11 million reaching 2.67 million in the same month. Even with the addition of dial up internet users for whom much of the proposed content would be unavailable, the scope to build a viable business on internet users only in 4 years is impossible.

5. It would appear that competition for audience will be increased with possible BCCI tenders for mobile, IPTV and other media. The ITT provides that "The bidders should take into account while putting a commercial bid that the BCCI may bid out one or more or all excluded rights on simulcast basis" (Clause 3.6).
6. Although the ITT offers exclusive merchandising rights for on-line, there is doubt that the business revenue may be affected by tendering additional rights for retail merchandising stores.
7. The web portal for the rival Indian Cricket League is likely to provide additional competition to the audience originally envisaged as part of the general BCCI and IPL web portals.
8. Significant downward revisions to the Indian Government broadband policy objective of 30m broadband users by 2010. TCN is now projecting 9.2 million by 2010 in the model.
9. The success of the web portal business relies heavily on numerous timely approvals from the BCCI and the crucial delivery up of the IP including broadcast TV game footage during games (for cricket scoreboard action) and immediately upon game completion. Without the necessary support staff with the requisite approval power to both deliver quick decisions and approvals and arrange IP from other BCCI contractors including the players, a cautious approach is required.
10. Finally, from our extensive discussions with both potential partners and competitors there appears to be some genuine concern about the availability of the IP being offered in the ITT from access to highlights footage, archive footage, and live video scorecard footage.

However, the world class TCN Group is confident that the leading cricket web portal can be constructed and operated with no risk to the BCCI, pursuant to its three-step bid proposal described herein.

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The Proposal provides for a 10 year partnership between the BCCI and the TCN Group with:

- The TCN Group incurring the necessary capital costs to design and construct the necessary systems, hardware and associated operating arrangements; and
- For the TCN Group to firstly recoup the capital and operating costs from revenue; and
- For the establishment of a revenue sharing arrangement between the BCCI and the TCN Group.

TCN acknowledges the BCCI's request for minimum guarantees and proposes a target date be agreed for the establishment of mutually accepted minimum guarantees (upon clarity of audience, digital media take-up, delivery of broadcast feed from other BCCI rights and speedy approvals and service by the BCCI).

TCN will provide a security of US\$1.3 million pending reimbursement from the BCCI for services provided by TCN to the BCCI in 2006 for the BCCI Web Portal, or alternatively as an offset.

1.3 Financial and Audience Snapshot

There has been significant digital media technology advances over the last few years and there is sure to be a similar movement over the next 10 years, making forecasting very difficult. TCN has taken the prudent approach of projecting the likely size of the market based on current data and growth rates and taking a revenue snapshot of that market by applying existing technologies and proven web portal financial models. This approach can then provide guidance on future planning.

TCN has formulated its ITT Bid Proposal based on the following digital connectivity drawn from market, government* and internal forecasts:

	FY 2008	FY 2017
India Broadband Market (Connectivity %)	4.2m (0.4%)	56.4m (4.3%)
India Dial up Market (Connectivity %)	9.3m (0.8%)	9.3m (0.7%)
NRI Broadband Market (Connectivity %)	3.3m (14.8%)	6.2m (25.3%)

* TRAI

Limited domestic broadband connectivity and bandwidth, places constraints on audience capture with TCN projecting the following BCCI Web Portal user targets* over the year as reasonable:

	FY 2008	FY 2017
India Broadband Users (Adjusted market share %)	2.7m (40%)	49.6m (50%)
India Dial up Users (Adjusted market share %)	7.1m (40%)	8.8m (50%)
NRI Monthly Users (Adjusted market share %)	0.7m (30%)	1.8m (40%)

* Cumulative over calendar year

Based on the projected digital connectivity and audience targets, revenue targets have been formulated as follows:

	FY 2008 (\$US)	FY 2012 (\$US)	FY 2017 (\$US)
Advertising	0.38m	15.0m	66.3m
Sponsorship	0.30m	3.1m	3.1m
Subscription (NRI)	0.00m	2.6m	3.7m
E-commerce	0.37m	0.4m	0.5m
Database	0.01m	0.0m	0.1m
Gambling (NRI)	0.03m	0.1m	0.1m
Computer Games	0.03m	0.1m	0.1m
Total	1.12m	\$21.4m	\$73.8m

TCN's Web Portal Consolidated Projections for the period 2008-2017 are in Attachment A.

2 Attachment A: Financial Projections

Digital Media Model

RCCL Web Portal Consolidated Projections - Financial Years

Financial Years

FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 FY 2013 FY 2014 FY 2015 FY 2016 FY 2017 Total US

1. Connectivity

India Broadband Market (FTE)	4,199,871	6,396,646	9,320,130	12,638,234	18,108,489	20,292,815	28,599,880	34,175,817	43,914,417	58,425,089	
(Connectivity %)	4.0%	5.8%	7.8%	10.5%	14.8%	16.6%	23.1%	27.9%	36.4%	47.3%	
India Dial up Market (FTE)	9,220,000	9,250,000	9,250,000	9,250,000	9,250,000	9,250,000	9,250,000	9,250,000	9,250,000	9,250,000	
(Connectivity %)	0.8%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	
NRI Broadband Market (FTE)	3,283,840	3,621,200	3,776,635	4,049,300	4,342,028	4,695,141	4,990,682	5,361,162	5,741,082	6,169,894	
(Connectivity %)	14.8%	16.7%	18.7%	17.7%	19.8%	19.9%	21.2%	22.5%	23.8%	25.3%	
Total	18,693,633	19,148,044	22,296,695	25,855,303	29,700,493	34,138,957	42,839,862	48,780,000	59,695,949	71,834,922	

3. Audience

India Unique Monthly Broadband Users	2,730,225	4,182,593	7,800,369	10,832,234	14,173,004	16,211,684	23,401,211	29,008,654	38,038,011	46,646,139	
(% of Aq. Broadband Market)	40%	45%	50%	50%	50%	50%	50%	50%	50%	50%	
India Unique Monthly Broadband Market	7,087,000	8,938,376	9,833,760	9,833,760	9,833,760	9,833,760	9,833,760	9,833,760	9,833,760	9,833,760	
(% of Aq. Broadband Market)	40%	45%	50%	50%	50%	50%	50%	50%	50%	50%	
NRI Unique Monthly Broadband Users	731,147	914,714	1,120,700	1,289,077	1,382,112	1,382,112	1,482,336	1,589,573	1,704,569	1,827,882	
(% of Aq. Broadband Market)	30%	35%	40%	40%	40%	40%	40%	40%	40%	40%	
Total	10,529,373	14,557,583	17,750,630	20,869,387	24,295,832	28,427,709	33,117,288	40,482,849	48,178,330	58,306,772	

4. Page Views

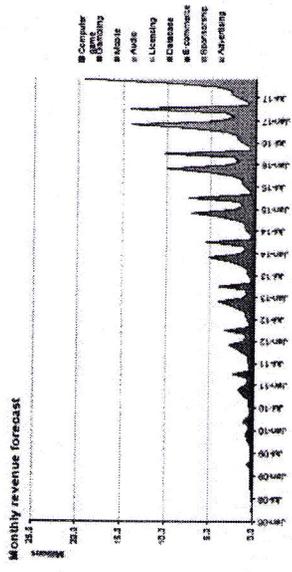
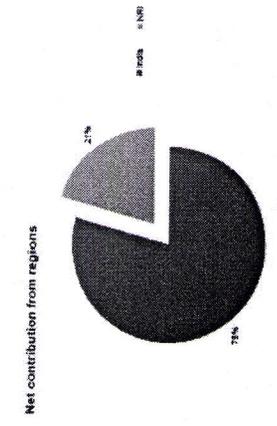
India	148,238,629	369,708,130	648,459,947	925,483,188	1,265,110,327	1,960,776,329	2,833,728,127	3,904,513,126	5,369,484,472	7,398,509,500	
NRI	17,117,438	28,633,765	43,117,228	60,267,799	79,419,612	80,888,092	86,700,666	105,442,869	119,722,241	136,513,782	
Total	165,401,267	457,849,575	691,577,175	985,750,987	1,344,529,939	2,041,664,421	2,920,428,793	4,013,956,035	5,489,206,713	7,535,023,282	

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Digital Media Model
BCCI Web Portal Consolidated Projections - Financial Years
 5 - BCCI Web Portal Consolidated Projections - Financial Years

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total
	US	US	US	US	US	US	US	US	US	US	US
India	677,667	9,534,471	7,447,160	11,778,201	15,748,928	20,505,160	27,140,029	30,316,709	48,228,822	66,360,479	237,519,921
NRI	143,242	2,952,744	4,239,430	5,184,724	6,018,140	6,016,209	6,449,022	6,868,079	7,710,472	7,992,620	63,143,147
Total revenue	1,120,909	6,490,214	11,686,590	16,962,925	21,767,068	26,521,369	33,589,051	37,184,788	55,939,294	74,353,097	300,663,068



6 - BCCI Web Portal Consolidated Projections - Financial Years

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total
	US	US	US	US	US	US	US	US	US	US	US
Advertising	381,861.6	2,890,447.5	6,726,001.2	10,028,024.8	16,036,061.7	20,035,702.6	26,986,780.5	39,201,045.8	48,930,225.0	66,265,698.2	233,051,358.2
Sponsorship	300,000.0	1,200,000.0	2,100,000.0	2,620,000.0	3,120,000.0	3,120,000.0	3,120,000.0	3,120,000.0	3,120,000.0	3,120,000.0	25,200,000.0
E-commerce	975,846.1	3,841,811.3	2,241,659.8	2,404,254.2	2,578,154.0	2,754,866.3	2,934,671.7	3,116,146.1	3,300,136.2	3,485,734.7	25,028,750.8
Database	6,922.7	11,394.0	17,944.4	414,788.2	422,489.5	437,322.4	450,022.9	477,844.9	508,882.1	543,624.6	4,424,956.9
License	-	-	-	24,968.7	36,024.2	39,168.0	40,767.1	66,318.2	80,985.2	102,952.0	427,087.1
SE content	-	-	-	-	-	-	-	-	-	-	-
Sponsorship	-	-	-	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-	-	-	-
Mobile	-	-	-	-	-	-	-	-	-	-	-
Gaming	27,778.9	34,753.3	41,371.0	45,972.6	48,978.7	52,519.8	56,310.3	60,303.6	64,762.7	69,447.8	501,926.8
Computer game	31,500.0	63,000.0	94,500.0	126,000.0	126,000.0	126,000.0	126,000.0	126,000.0	126,000.0	126,000.0	1,071,000.0
Total revenue	1,120,909	6,490,214	11,686,590	16,962,925	21,767,068	26,521,369	33,589,051	37,184,788	55,939,294	74,353,097	300,663,068



THE CRICKET NETWORK

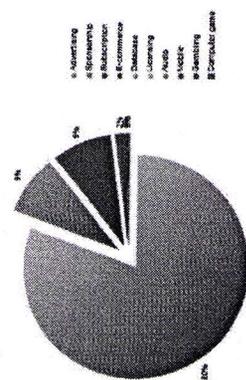
Digital Media Model
 BCCI Web Portal - Consolidated Projections - Financial Years

8. Financial Summary - India

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total
	US	US	US	US	US	US	US	US	US	US	US
Advertising	251,420	2,219,775	5,295,040	8,710,215	13,869,033	17,882,393	24,290,725	33,349,125	45,812,985	52,956,067	213,337,560
Sponsorship	246,000	900,000	1,440,000	2,100,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	19,950,000
Commercials	370,287	384,130	386,023	409,022	416,544	433,374	448,499	468,500	487,770	507,000	4,400,000
Database	5,400	9,066	16,805	31,694	28,348	36,423	46,832	60,139	77,278	99,268	400,575
Licensing	-	-	-	-	-	-	-	-	-	-	-
Audio	-	-	-	-	-	-	-	-	-	-	-
Mobile	-	-	-	-	-	-	-	-	-	-	-
Computer game	10,500	21,000	31,500	42,000	42,000	42,000	42,000	42,000	42,000	42,000	357,000
Total revenue	877,607	3,834,671	7,147,109	11,275,021	18,428,328	20,690,190	27,195,029	39,315,793	48,828,922	65,930,478	237,519,021

9. Financial Summary - NRI

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Total
	US	US	US	US	US	US	US	US	US	US	US
Advertising	30,442	846,872	1,484,889	1,919,710	3,177,028	2,333,310	2,803,043	3,555,020	3,113,283	3,426,541	20,613,798
Sponsorship	80,100	1,826,428	2,241,600	2,804,224	2,878,154	2,734,869	2,844,672	3,176,144	3,102,189	3,200,000	20,000,000
Commercials	2,552	360,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000	720,000	6,800,000
Database	1,462	1,462	1,462	1,462	1,462	1,462	1,462	1,462	1,462	1,462	14,620
Licensing	-	-	-	-	-	-	-	-	-	-	-
Audio	-	-	-	-	-	-	-	-	-	-	-
Mobile	-	-	-	-	-	-	-	-	-	-	-
Computer game	27,776	34,719	41,771	48,873	48,877	52,630	66,310	80,304	84,763	86,448	501,066
Total revenue	143,242	2,057,744	4,539,436	5,184,724	8,018,140	6,018,209	6,444,632	8,208,679	7,410,472	7,962,620	53,143,147



THE CRICKET NETWORK

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE BOARD OF CONTROL FOR CRICKET IN INDIA c/ Brabourne Stadium, North Stand, Veer Nariman Road, Mumbai 400 020, India ("BCCI"), and

THE CRICKET NETWORK PTY LTD (ACN 113 606 027) c/ 144 Church Street, Brighton, Victoria 3186, Australia ("TCN")

RECITALS:

- A. BCCI is the controlling authority for all domestic and international cricket in India and is out-sourcing the construction and management of a web portal to generate revenue, stream live matches, broadcast archival footage and interviews, and to market merchandise ("BCCI.com" or other name as nominated by the BCCI);
- B. TCN was established to construct and operate digital infrastructure for an international cricket channel and web-portal, develop cricket related content and identify, digitalize and manage archival and contemporary broadcast footage;
- C. TCN has appointed Sun Microsystems as its technology partner, nominated Eclipse (Deloitte) as preferred web-designer and Sportsbrand as initial content provider;
- D. TCN has demonstrated to the BCCI a pilot of BCCI.com ("Pilot");
- E. BCCI has selected TCN to establish the appropriate corporate entity, construct and manage BCCI.com on the terms and conditions contained herein.

THIS MEMORANDUM OF UNDERSTANDING PROVIDES AS FOLLOWS:

1. The parties acknowledge and agree that there will be a significant contractual and documentation requirement to give effect to BCCI.com, however they will use all reasonable endeavours to expedite this process to enable the prompt launch of the initial version of BCCI.com;
2. BCCI will provide and/or licence BCCI.com with all necessary trademarks, URL's, streaming video access and archival/contemporary game assets (mobile content, video, audio, images, text and statistics) to give effect to the construction and operation of BCCI.com ("BCCI Licenced Assets");
3. TCN will construct, have operational and manage at its cost (within 4 weeks from the provision, and contractual documentation, of all necessary BCCI Licenced Assets) the initial version of BCCI.com in a similar format to the Pilot;
4. TCN will construct and have operational at its cost a fully functional version of BCCI.com 3 months after the launch of the initial version of BCCI.com;

5. In consideration of TCN constructing and managing BCCI.com, the BCCI hereby appoints TCN as the exclusive manager of BCCI.com, for a period of 10 years and subject to agreed performance criteria 2 renewal periods of 5 years ("Management Agreement");

6. The Management Agreement will provide for TCN:

- (a) To charge and recover a monthly management fee to conduct all aspects of the operations of BCCI.com as follows:
 - (i) 15% of gross revenue in year 1;
 - (ii) 14% of gross revenue in year 2;
 - (iii) 13% of gross revenue in year 3;
 - (iv) 12% of gross revenue in year 4;
 - (v) 11% of gross revenue in year 5; and
 - (vi) 10% of gross revenue thereafter ("the Management Fee");
- (b) To charge and recover on a monthly basis (and where necessary accrue until sufficient revenue is received) all operating expenditure of BCCI.com at cost plus 10% ("Operating Expenses"); and

- (c) To agree with the BCCI appropriate marketing costs of BCCI.com.
- 7. TCN will account to BCCI, with the annual profit of BCCI.com, after deducting the Management Fee and Operating Expenses;
- 8. BCCI will licence BCCI.com for the duration of the Management Agreement with all necessary BCCI trademarks, mobile telephony content for streaming purposes, IPTV rights, all future technologies including ADSL, BCCI Assets (including reversion of footage to the BCCI after 72-hours by broadcasters), and streaming of highlights/entire games after 24 hours for all domestic and international games to give effect to BCCI.com;
- 9. The assets and undertakings of the BCCI.com web-interface will be the property of the BCCI ("BCCI.com Portal") with the assets and undertakings of all systems and processes of BCCI.com other than the BCCI.com Portal to be the property of TCN;
- 10. The parties acknowledge and agree that legal and financial advice is required to give effect to matters under this Memorandum of Understanding and that the ultimate contracting entities may be substituted on notice for a wholly owned subsidiary or nominee;
- 11. The parties will within 7 days from the date of this Memorandum each appoint a representative responsible for liaison between the parties;
- 12. The preliminary projections for BCCI.com and TCN are based on internal assumptions, Indian broadband and wireless take-up projections, and the complete provision of the BCCI Assets ("Preliminary Projections") and indicate as follows:

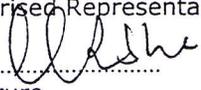
Year	Revenue US\$ (BCCI.com)	Capex US\$ (TCN)
1	20m (+/-25%)	30m (+/-25%)
2	65m (+/-25%)	20m (+/-25%)
3	95m (+/-25%)	10m (+/-25%)

The parties agree that a definitive financial model in substitution of the Preliminary Projections will be completed and adopted within 4 weeks from the date of this Agreement ("Financial Model");

- 13. TCN will prepare for the BCCI a cable & satellite Indian cricket channel business and implementation plan within 6 months of the date of this Memorandum of Understanding;
- 14. In the event there is any dispute or disagreement between BCCI and TCN, representatives of BCCI and TCN must confer as soon as reasonably practicable and attempt to resolve the dispute by negotiation or mediation.
- 15. The parties will release an agreed press statement upon executing this Memorandum of Understanding;
- 16. The terms and conditions of this Memorandum of Understanding and all related agreements will remain confidential between the parties unless mutually agreed in writing, or as required by law.

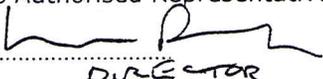
DATED: 10 April 2006

SIGNED for and on behalf of **BCCI** by its
Authorised Representative


.....
Signature

) 
)
Vice President BCCI

SIGNED for and on behalf of
THE CRICKET NETWORK PTY LTD
by its Authorised Representative


.....
DIRECTOR
Signature

) 
)
BICKERSON

MEMORANDUM OF UNDERSTANDING

BETWEEN:

BOARD OF CONTROL FOR CRICKET IN INDIA c/ "Kairali" G.H.S. Lane, Manacaud Trivandrum 695 009, Kerala, India ("BCCI")

AND

THE CRICKET NETWORK PTY LTD (ACN 113 606 027) of 45 Tennyson Street Sandringham, Victoria 3191, Australia ("TCN")

RECITALS:

- A. BCCI is the controlling authority for all domestic and international cricket in India and is out-sourcing the construction and management of a web portal to generate revenue, stream live matches, broadcast archival footage and interviews, and to market merchandise ("BCCI.com"); *as aforesaid website name*
- B. TCN was established to construct and operate digital infrastructure for a cricket web-portal, develop cricket related content and identify, digitalize and manage archival and contemporary broadcast footage;
- C. TCN has demonstrated to the BCCI a pilot of BCCI.com ("Pilot"); *(or website name)*
- D. BCCI has selected TCN to construct and manage BCCI.com on the terms and conditions contained herein.

THIS MEMORANDUM OF UNDERSTANDING PROVIDES AS FOLLOWS:

1. The parties acknowledge and agree that there will be a significant contractual and documentation requirement to give effect to BCCI.com, however they will use all reasonable endeavours to expedite this process to enable the prompt launch of the initial version of BCCI.com;
2. BCCI will provide and/or licence BCCI.com with all necessary trademarks, URL's, streaming video access and archival/contemporary game assets (video, audio, images, text and statistics) to give effect to the construction and operation of BCCI.com ("BCCI Licenced Assets");
3. TCN will construct, have operational and manage at its cost (within 4 weeks from the provision of all necessary BCCI Licenced Assets) the initial version of BCCI.com in a similar format to the Pilot;
4. TCN will construct and have operational at its cost a fully functional version of BCCI.com 3 months after the launch of the initial version of BCCI.com
5. In consideration of TCN constructing and managing BCCI.com, the BCCI hereby appoints TCN as the exclusive manager of BCCI.com for a period of 25 years ("Management Agreement");
6. The Management Agreement will provide for TCN:
 - (a) To charge and recover a monthly management fee to conduct all aspects of the operations of BCCI.com as follows:
 - (i) 15% of gross revenue in year 1;
 - (ii) 14% of gross revenue in year 2;

- (iii) 13% of gross revenue in year 3;
- (iv) 12% of gross revenue in year 4;
- (v) 11% of gross revenue in year 5; and
- (vi) 10% thereafter ("the Management Fee").

(b) To charge and recover on a monthly basis all operating expenditure of BCCI.com at cost plus 10% ("Operating Expenses");

7. TCN will account to BCCI, with the annual profit of BCCI.com, after deducting the Management Fee and Operating Expenses;
8. BCCI will licence BCCI.com for the duration of the Management Agreement with all necessary BCCI trademarks, streaming to mobile telephony, IPTV rights, all future technologies including ADSL, BCCI Assets (including reversion of footage to the BCCI after 72-hours by broadcasters), and streaming of highlights/entire games after 24 hours for all domestic and international games to give effect to BCCI.com;
9. The assets and undertakings of the BCCI.com web-interface will be the property of the BCCI ("BCCI.com Portal") with the assets and undertakings of all systems and processes other than the BCCI.com Portal to be the property of TCN;
10. The parties acknowledge and agree that legal and financial advice is required to give effect to matters under this Memorandum of Understanding and that the ultimate contracting entities may be substituted on notice for a wholly owned subsidiary or nominee;
11. The parties will within 7 days from the date of this Memorandum each appoint a representative responsible for liaison between the parties and to agree on a timeline, financial model and process for the development and operation of all aspects of BCCI.com;
12. In the event there is any dispute or disagreement between BCCI and TCN, representatives of BCCI and TCN must confer as soon as reasonably practicable and attempt to resolve the dispute by negotiation or mediation.
13. The parties will release an agreed press statement upon executing this Memorandum of Understanding;
14. The terms and conditions of this Memorandum of Understanding and all related agreements will remain confidential between the parties unless mutually agreed in writing, or as required by law.

DATED: March 2006

SIGNED for and on behalf of **BCCI** by its)
 Authorised Representative)

.....
 Signature

SIGNED for and on behalf of)
THE CRICKET NETWORK PTY LTD)
 by its Authorised Representative)

.....
 Signature



August 28, 2006

Mr Lalit Modi
Chairman - Marketing Sub Committee
BCCI
Brabourne Stadium (North Stand)
Veer Nariman Road
Churchgate
Mumbai

Dear Lalit,

Please find enclosed 2 original copies of our proposal to provide assistance to the Board of Control for Cricket in India (BCCI) in developing its Web Portal Strategy.

We request you to kindly countersign both the copies, and return one to us for our records.

Kind regards.

Yours sincerely,

Anish Gupta

Niranjan Shah
IN A meeting held with
the President/Mr. I.S. Bindra
and myself with Accenture
we went into with convince how to
bring the price down from 2cr to 1cr.50 lakhs
this was also discussed by the 19th working
committee. Please find enclosed
agreement. Please release 300%
I am agreed by us.
Modi



August 28, 2006

Mr Lalit Modi
Chairman - Marketing Sub Committee
BCCI
Brabourne Stadium (North Stand)
Veer Nariman Road
Churchgate
Mumbai

Dear Lalit,

Subsequent to our discussions with the BCCI marketing committee, we now have pleasure in enclosing our proposal to provide assistance to the Board of Control for Cricket in India (BCCI) in developing its Web Portal Strategy

The scope, approach and key deliverables of the exercise are detailed in the **Appendix** that accompanies this document.

The timing, staffing, support arrangements and our charges for the assignment are as follows:

1. Timing

We would commence our work on a mutually convenient date, and expect to complete the work in approximately 20 elapsed weeks, subject to timely availability of information from BCCI. Our assumptions relating to the individual work components are as follows:

- Strategic Alignment - approximately 10 weeks
- Shortlisting of potential parties - approximately 2 weeks
- Evaluation of RFPs (restricted to 2-3 parties) - approximately 5 weeks
- Assist in Contract Finalisation - approximately 3 weeks.

2. Staffing

We recommend that a steering committee comprising select BCCI and Accenture personnel be constituted at the beginning of the project to monitor progress against plan and resolve key issues thereby ensuring that BCCI's requirements are being met. The project team will appraise the steering committee on a periodic basis.

The engagement partner would be Mr Anish Gupta. The team would be led by Mr Ashish Nanda. Both Anish and Ashish would be responsible for the project in a part time capacity. In addition, we will assign 2 Accenture resources to work full-time on this engagement. We will also need to bring in the relevant functional experts on an "as-needed" basis. Personnel from our global practice will provide advisory inputs as necessary.

3. Support Arrangements

We would request you to nominate a person from BCCI with whom the team can liaise for the administrative support required for travel bookings, boarding and lodging arrangements, setting up meetings with BCCI committee members, as required.

4. Our Charges

Our charges are based on fee rates corresponding to the qualifications and experience of personnel assigned to the work. Based on our estimate for the above mentioned time and on the assumption that the contract negotiation phase with the selected consortia will take approximately 3 weeks of that time, our charges would be as follows:

- For the Indian resources: Rs 150 lacs, plus out-of-pocket expenses (including, but not necessarily limited to, travel and lodging expenses, communications charges and supplies), and all applicable taxes. The out-of-pocket expenses will be based on actual charges incurred
- For overseas personnel: man-day rate would be US\$4,000 plus out of pocket expenses and taxes as applicable. We will use these resources on an "as-needed" basis. From a budgetary standpoint a cap of 10 days of overseas personnel's time maybe assumed for the assignment. However, the actual fee and the out-of-pocket expenses will be based on the actual time spent and charges incurred.

If, at the end of the 20 elapsed weeks, the BCCI has not finalized a contract for its portal development, we shall let you know the commercial terms of the Accenture team continuing work on this engagement.

In the event of BCCI wanting to change the scope of our assignment at any stage, we shall re-estimate the charges and if any increase is required, we would discuss this with you promptly before proceeding further; on the other hand if the actual costs are lower than the amount estimated, we would charge you the lower figure.

The payment schedule would be as follows:

- 30% on commencement of the project
- 10% each on the 1st of every month from September 2006 to January 2007
- 20% at the end of the project.

Our work would be governed by the Accenture Standard Terms and Conditions that apply to our projects worldwide (refer Attachment 1).

Finally, we would like to thank you for the opportunity to be of service to BCCI. We recognise the importance of this relationship and assure you that we would be committed to delivering a conspicuously successful result.

In case of any queries please do not hesitate to contact Ashish Nanda or me.

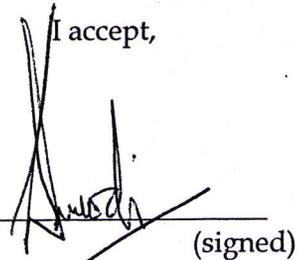
Kind regards.

Yours sincerely,



Anish Gupta

I accept,



(signed)

Mr Lalit Modi
Chairman
Marketing Sub Committee
BCCI

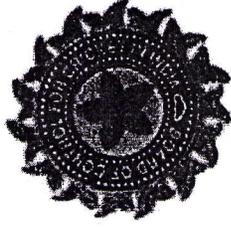
Date 19/sep/06

Accenture Standard Terms And Conditions

This Arrangement Letter is subject to the terms and conditions set forth below:

1. Accenture will, at the beginning of each month, invoice Client for the fees it estimates it will incur during that month plus any applicable expenses; any necessary adjustments to the actual fees or expenses incurred will be made in the next month's invoice. Payment is due within fifteen (15) days of Client's receipt of each invoice. Should any invoice remain unpaid for more than fifteen (15) days, interest shall be paid at a rate of 1.5% per month. Any taxes arising out of this Arrangement Letter other than those on Accenture's net income shall be Client's sole responsibility. The Client shall promptly notify Accenture upon payment of the applicable taxes certifying that all the applicable taxes have been fully paid to the relevant authorities.
2. Upon full and final payment, Client shall have a perpetual, nontransferable, non-exclusive paid-up right and license for purposes of its internal business to use, copy, modify and prepare derivative works of the Deliverables developed in the course of the Services hereunder, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to Client. All other rights in the Deliverables and related intellectual property rights shall be the sole and exclusive property of Accenture and/or are hereby assigned to Accenture. Subject to obligations of confidentiality, each party shall be free to use the concepts, techniques and know-how used and developed on the Project. In any event, Accenture shall continue to be free to perform similar services and develop Deliverables that may be similar or which may be competitive with those produced hereunder for itself or its other clients using its general knowledge, skills and experience that are acquired or used in the course of providing the Services.
3. Each party may be given access to information (in tangible form, or which is demonstrated, displayed or disclosed orally) identified by the disclosing party as confidential information or reasonably understood to be of confidential or proprietary nature ("Confidential Information"). Confidential Information may only be used by the receiving party in connection with the Project described in this Arrangement Letter and may not be copied or reproduced without the disclosing party's prior written consent. The receiving party agrees to protect the Confidential Information of the disclosing party in the same manner that it protects its own proprietary and confidential information of like kind, but in no event will it exercise less than reasonable care. Access to the Confidential Information shall be restricted to Accenture and Client personnel with a need to know and engaged in a use permitted hereby. The receiving party shall give prompt notice to the disclosing party of any unauthorized use or disclosure of Confidential Information. The restrictions set out above shall not apply to any Confidential Information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) which is (i) previously known to it without an obligation of confidence, (ii) independently developed by or for it, (iii) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information, or (iv) which is or becomes publicly available through no breach of this Arrangement Letter. If either party receives a validly issued administrative or judicial order or process demanding Confidential Information of the other party, it shall promptly notify the other of such receipt and tender to it the defense of such demand. After providing such notification, the party receiving the order or process shall be entitled to comply with it to the extent permitted by law. Services provided hereunder shall in no event include or involve Accenture acting as an expert witness or otherwise providing litigation support services.
4. Accenture's global data privacy compliance program and its desire to uniformly protect personal data within Accenture worldwide requires it to provide Client with the following information: Accenture may, in connection with this Arrangement Letter, receive personal data relating to Client and Client's employees, directors and other officers. Such data may be received from Client, its employees, its directors, its officers, or from other (for example, published) sources; and some limited personal data may be recorded indirectly by internal security systems or by other means. Accenture may process such data for purposes connected with this Arrangement Letter and for the relevant and limited purposes specified in the Accenture global Data Privacy Policy (a copy of which is available on request). Accenture may for these purposes transfer such data to any country in which Accenture's worldwide organization does business. Client agrees to such transfer in its own right and on behalf (and with the authority) of its employees, directors and other officers.
5. Accenture warrants that its Services will be performed in a good and workmanlike manner. Accenture shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time (not to exceed thirty (30) days), after that work is performed. The preceding is Accenture's only express warranty concerning the services and any deliverables, and are made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability, informational content, systems integration, non-infringement, interference with enjoyment or otherwise.
6. Client agrees to indemnify and hold Accenture harmless from third party claims arising out of the Services or Client's use of the Deliverables and reimburse Accenture for all expenses (including counsel fees and court costs) incurred by Accenture in connection with such claim.
7. Neither party shall be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the fees paid (including any amounts invoiced but not yet paid) under this Arrangement Letter. In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). Any action by either party must be brought within six (6) months after the cause of action arose. The parties agree that they will look only to the assets of the other party in connection with any liabilities hereunder and in no event shall they have any claim against any shareholder, partner or holder of an ownership interest in the other party in connection with this Arrangement Letter.
8. Client acknowledges that it is entering into this Arrangement Letter solely on the basis of the agreements and representations contained herein, and for its own purposes and not for the benefit of any third party. Client may not provide any Services or Deliverables, and Accenture shall have no obligation to provide Services, to any of Client's affiliated entities unless such affiliated entities are identified to Accenture in advance and such affiliated entities agree to be bound by these Standard Business Practices.
9. Either party may terminate this Arrangement Letter for any or no reason upon not less than thirty (30) days prior written notice to the other party.
10. In the event this Arrangement Letter is terminated, Client shall pay Accenture for all Services rendered and expenses incurred prior to and up to the date of termination.
11. The parties shall make good faith efforts to first resolve internally any disputes by escalating it to higher levels of management. After thirty (30) days have elapsed from the initiation of such good faith efforts, any continuing dispute, controversy, or claim arising out of, relating to, involving, or having any connection with the Arrangement Letter or otherwise related to Accenture's Services shall be exclusively and finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996. The arbitration shall be conducted in Mumbai unless the parties agree on another location. The arbitration shall be conducted in the English language. The arbitration shall be conducted by three arbitrators, according to the Arbitration and Conciliation Rules. The parties shall be entitled to engage in reasonable discovery, including requests for production of relevant non-privileged documents. It is the parties' intent that the discovery proceedings be conducted in a cost-effective manner. All decisions, rulings, and awards of the arbitral panel shall be made in writing, and shall state the reasons upon which it is based. The arbitrators shall have no power to modify or abridge the terms of the Arrangement Letter. The award of the arbitrators shall be final and binding, and enforcement of the award may be done by any court having jurisdiction to do so. Costs incurred in the arbitration proceeding, including attorneys' fees and expenses, shall be borne in the manner determined by the arbitral panel. Nothing in the Arrangement Letter shall prevent the parties, from applying to a court of competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights that are the subject matter of the arbitration. Once the arbitral panel is in place, it shall have jurisdiction to hear applications for such relief and any interim measures or injunctive relief ordered by the arbitral panel may be immediately and specifically enforced by a court of competent jurisdiction. Notwithstanding the foregoing, this Section 11 shall not apply to any claim arising from any patent or registered trademark. Such claims shall not be subject to arbitration and instead shall be subject to judicial resolution. In addition, any issue regarding the enforceability of the prohibition against class-wide arbitration will be decided by a court of competent jurisdiction and not by an arbitrator. Unless otherwise agreed by the parties or required by law, the parties and the arbitrators, shall maintain the confidentiality of all documents, communications, proceedings, and awards provided, produced, or exchanged pursuant to an arbitration conducted under this Section 11.

12. Neither party will use the name, logo, mark, or other identifying marks of the other party outside of their own organization without that party's prior written consent.
13. Client shall retain responsibility for obtaining any regulatory approvals and for compliance with all applicable federal, state and local laws and regulations relating to the Project and to its use of the Services and the Deliverables, including but not limited to securities, antitrust, labor, environmental and consumer protection laws. Client acknowledges that Accenture is not obligated or expected to determine whether its Services, Deliverables, suggestions or recommendations, if implemented, would comply with such laws. Accenture, however, shall be responsible for compliance with all laws in connection with its own performance of the Services.
14. Accenture has alliance relationships with third party product and services vendors. As part of many such relationships, Accenture is able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Accenture. Client acknowledges that such relationships may be beneficial to Accenture and assist in its performance of the Services hereunder.
15. Client will provide such resources and personnel, and make such other commitments to Accenture and Client's or Accenture's suppliers and subcontractors as are reasonably requested by Accenture. Client shall obtain all consents necessary from third parties necessary for Accenture to perform its obligations under this Arrangement Letter. Client will be responsible for all contractors and vendors engaged by Client.
16. The Arrangement Letter including any attachments thereto set forth the exclusive and entire understanding between the parties and supersedes all prior and contemporaneous agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Neither the Arrangement Letter nor the terms stated herein may be modified or amended except by the mutual written agreement of the parties.
17. Neither party will be liable for any delays or failures to perform due to causes beyond their control.
18. Each party contracts as an independent contractor and nothing in this Arrangement Letter creates or shall be deemed to create a partnership, joint venture or similar relationship between such parties.
19. Each party acknowledges that it is a sophisticated business entity and that in entering into this Arrangement Letter, it has had the opportunity to consult with counsel of its choosing. If any provision of this Arrangement Letter is found by a court to be invalid, illegal or otherwise unenforceable, such provision shall not affect the other provisions of this Arrangement Letter or this Arrangement Letter as a whole, but such provision shall be deemed modified to the extent necessary. No delay in the enforcement of or waiver of any provision of this Arrangement Letter shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. This Arrangement Letter shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Arrangement Letter and the performance of the parties contemplated under this Arrangement Letter, to the extent that such convention might otherwise be applicable. Where this Arrangement Letter is to be, amongst others, admitted as evidence, for the purposes of legal proceedings of any nature in any forum, copies of this Arrangement Letter, certified to be true copies by authorized personnel of the parties shall be deemed original solely for such purpose. This Arrangement Letter may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument
-



Board Of Control For Cricket In India (BCCI)

Web Portal Development

Appendix to Proposal

August 2006

Contents

- Scope
- Approach & Key Deliverables

Scope

- The result of our work would be based on :
 - Secondary research (industry reports, published literature etc.)
 - Discussions with BCCI representatives nominated for the purpose
 - Discussions with the relevant consortia
 - Prior public information available with Accenture
- We will review the information and assumptions underlying the business plan provided by the consortia
- We will interview key stakeholders and undertake relevant site visits to obtain a better understanding of the revenue and growth potential
- We will validate the assumptions relating to the information technology infrastructure provided by the consortia
- Our work would be limited by the quality of data we would obtain on a “commercially reasonable efforts” basis

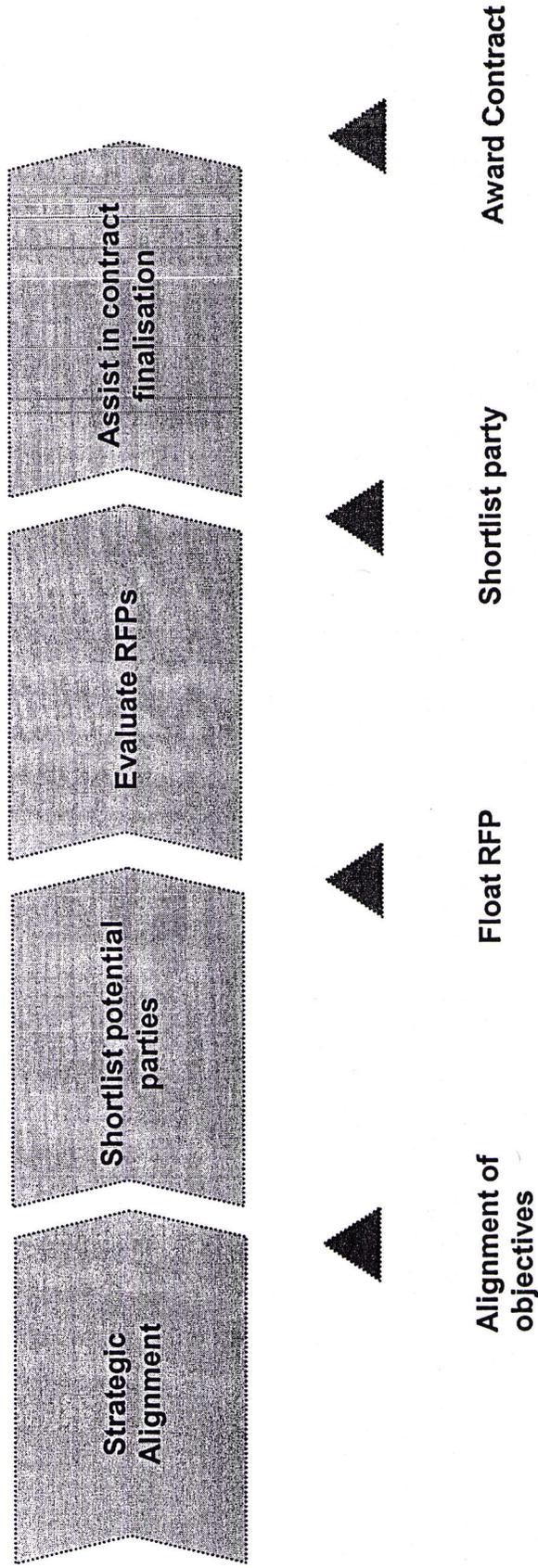
Scope

- The shortlisted parties/ consortia for detailed evaluation would be restricted to a maximum of 3 in number
- In the “Assist in Contract Finalisation” phase, we will advise BCCI on the key issues to focus on
- The following would be excluded from the scope of work
 - Development of a business plan
 - Undertake primary research
 - Recommendations relating to pricing for various offerings on the portal
 - IT strategy
 - Legal structuring of suggested operating model
 - Issues relating to compensation policy, HR policies and skills assessment
 - Accounting, legal and taxation issues
 - Valuation from a financial perspective
 - Negotiation with chosen vendor (s) on BCCI's behalf

Contents

- Scope
- Approach & Key Deliverables

Overall Approach schematic



Detailed Approach



- Define business requirements
 - Functional
 - ↑ Web site features based on benchmarking with other web portals
 - ↑ Discussion with BCCI members
 - Non Functional
 - ↑ Security & Availability
 - ↑ Scalability & Flexibility
 - ↑ Performance
 - ↑ Disaster Recovery
- Define Operating Model
 - Discuss potential options
 - Benchmark with successful, proven models
 - Discuss pros and cons
 - Suggest appropriate model
- Create high level business blueprint
 - Solution components
 - Service components
- Define investment strategy
 - Estimate range of investment required
 - Discuss potential options for funding

Detailed Approach (contd.)



- Identify components for which BCCI will require service
- Evaluate the need to include parties not currently in the fray
- Invite new party's credentials, if required
 - Send Request For Information (RFI)
- Evaluate credentials at a high level
- Shortlist the potential parties for Request For Proposal (RFP) stage
 - Select no more than 2-3 parties/ consortia
- Float RFP

Detailed Approach (contd.)



- Validate business case
 - Revenue
 - ↑ Validate assumptions relating to broadband usage, online shopping, mobile subscriber base etc. using published secondary data from reliable sources
 - ↑ Reasonableness of transaction volume using comparative benchmarks both domestic and international
 - ↑ Pricing assumptions by looking at current trends and historical trends, where available
 - Costs & Investments
- Validate solution design
 - Completeness & robustness
 - Enterprise Architecture
 - Service Oriented Architecture (SOA) for Openness
 - Platform/ OS dependence
 - Database & Storage
 - Networking, Bandwidth requirement
 - Peak Load handling, Scalability & Upgrade support
 - Performance & Security
 - Technology used by other relevant benchmark sites

Detailed Approach (contd.)



- Review time phasing of portal offerings
- Validate service design
 - Completeness & robustness of proposed arrangement
 - Draft Service level agreement
 - Draft Operational level agreement
- Validate Governance structure
 - Confirm material assumptions relating to proposed model
 - Confirm handoffs between BCCI and vendors
 - † Eg. Dynamic and static content
- Identify execution risk
 - Define Risk / Reward mechanism
 - Define risk mitigation strategy

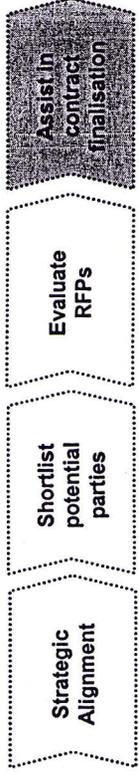
Detailed Approach (contd.)



- Compare the proposals using pre-defined, objective and transparent criteria for evaluation
 - Robustness of business case
 - Credentials of similar experience
 - ¶ Scale
 - ¶ Content expertise
 - Technology advantage, if any
 - Ability to upscale in future
 - Ability to partner over the long term
 - Provision of minimum guarantee to BCCI
 - Commercials

- Shortlist 1 party for contracting stage

Detailed Approach (contd.)



- Review the contract
- Highlight key inclusions/ exclusions to BCCI

Key Deliverables

- Strategic intent
 - Potential revenue streams
 - Appropriate operating model
 - Business Blueprint defining key components of the overall solution
 - High level investment requirement
- Unambiguous definition of BCCI's requirements (RFP)
 - Functional requirements
 - Non functional requirements
 - Risk/ Reward criteria
 - Operating model implications
 - Monitoring (SLA) criteria
- Objective evaluation of bids
 - Functional
 - Technical
 - Commercial
 - Others
- Finalised vendor/consortium

From: rahul.chakravarti@accenture.com

To: lkmodi@aol.com

Cc: anish.gupta@accenture.com; radhika.moolraj@gmail.com; bitan.datta@accenture.com

Subject: Status Update

Date: Mon, Aug 6, 2007 1:49 pm

Attachments: BCCI_Web_Portal_status_update_Aug07_v2.ppt (376K)

Dear Mr Modi

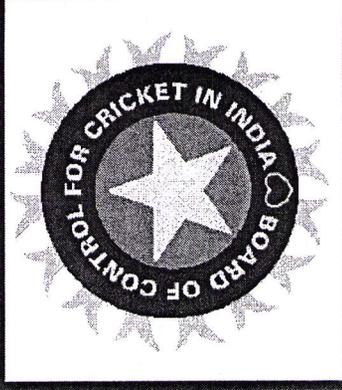
Please find attached the status update on the Web Portal engagement

Regards,

Rahul Chakravarti

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.

**>
accenture**



High performance. Delivered.

BCCI Web Portal - Status Update -

August 2007

Background to development of the BCCI Web Portal and Accenture's involvement

- Between Apr-Jul'06, BCCI was in discussion with 2 large consortia for design, development and maintenance of a Web Portal on Build-Own-Operate basis with a revenue sharing arrangement
 - Aim was to release the web portal for public viewing coinciding with the ICC Champions Trophy in Oct'06
 - The Cricket Network (TCN) consortium comprised of TCN / Wipro / Sun Microsystems / Sportsbrand / Eclipse / Akamai / Sportal
 - Tata Consultancy Services (TCS) – led consortium comprised of TCS / Microsoft / HP / ILFS / Intel Capital / Tata Elxsi / VSNL / UTV
- In Aug'06, BCCI sought Accenture's assistance to draw upon their consulting experience & expertise for undertaking a comprehensive study thereby evaluating existing options, understand key business requirements and help create a Web Portal Strategy that would unlock value for BCCI by identifying:
 - High potential revenue streams
 - Operating model best meeting BCCI's strategic objectives
 - Optimal Investment strategy
 - The "Right" partners
- The study was planned as,
 - 10 weeks – Strategic alignment, definition of operating model etc.
 - 10 weeks – Shortlisting of potential parties, initiating contact, etc

Phase-1 Strategic Alignment & Operating Model

- Alignment of Strategic Objectives (Sep – Dec'06)
 - Understood BCCI's short-term & long-term objectives / vision and defined imperatives for the Web Portal
 - Studied & held discussions with leading sports portals for understanding their operating models & revenue streams – eg. MLB, ECB, WRC, etc.
 - Estimated revenue that could be generated by the BCCI web portal
 - Developed and defined options for the BCCI Web Portal Operating Model viz.
 - “Own” – operate all core functions, eg. MLB
 - “Outsource” – focus on game administration & outsource end to end operations to a digital broadband company, eg. WRC / ECB
 - “Hybrid” – focus on strategic functions in the larger interest of the sport, eg. NFL
 - In initial discussions with the President of the Marketing Sub Committee the “Hybrid” model had been chosen though subsequently the Working Committee decided on adopting the “Outsource” model with upfront payment of rights fee given,
 - Would enable BCCI to focus on administration of the game
 - Was a tried & tested model for BCCI, eg. AV rights where the same model had been pursued successfully
 - Affords BCCI the option to in-source the portal at a later stage if it exhibits extremely high potential
 - Rights fee decided at minimum of USD-50mn

Phase-2 Shortlisting of potential parties & initiating contact

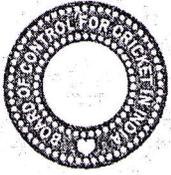
- It was realized that it would be prudent to establish contact and evoke interest in parties who already have an established content distribution network & also are involved in the sports domain
 - Would help maximize revenues at lower costs
 - MLBAM & Premier TV were contacted, but they backed out subsequently
- A document defining the contours of the RFP (referred to as Invitation to Tender – ITT) was prepared & circulated (Feb'07) to such parties to check their interest, evoke reactions & elicit queries
- Most of the parties responded with their list of queries, which were subsequently answered after obtaining BCCI ratification in Apr'07 & also leveraged for sprucing up the ITT document
 - Current list of interested parties
 - TCN consortia (with Microsoft)
 - TCS consortia (without Microsoft)
 - Cricinfo (status to be checked post-ESPN acquisition)
 - Willow TV
 - Reliance ADA (zapak.com)
 - TV18 – Web18 network (Cricketnext.com)
 - CBS Sportsline
 - HT Media

Phase-2 (contd.) Preparation of the ITT document

- Contours of the ITT document had been drawn up in Feb'07 encapsulating Intellectual Property, Commercial and Administrative rights while, detailing other necessary details for Bid Eligibility including stating the minimum Rights Fee as, USD-50 mn
- Through interaction with representatives of some of the potential parties, the following emerged
 - Technically, the rights clauses needed to be strengthened to accurately convey rights available for highlights, video archives, live video scorecard, etc.
 - Parties were keen to know availability of rights to broadcast 20/20 matches over the internet
 - Availability of the players to promote the portal / other promotion means that BCCI could provide
 - Rights already given out to existing sponsors such as NIKE, Sahara etc. & their interplay in the portal's case
 - The minimum fee of USD-50 mn was felt to be a stretch by most parties, the key reason being non-availability of live video for matches
- Using the above observations and finer review of BCCI's existing AV rights & sponsor contracts, additional rights for the portal operator were culled out as well as listing obligations from BCCI to make the ITT document more attractive & justify the minimum rights fee
- Through a joint meeting in May'07 and assistance from the chambers of Mr. Ankur Chawla (BCCI lawyer) & Christopher Stokes of NetResult Inc. (anti-content piracy agency), the ITT document was concluded in May'07 along with the Schedule of Conditions and the Draft Agreement

Next steps

- Concluding & floating the ITT document
 - Preparatory activities leading to evaluation of the bids & finalization of portal operator
 - Finalize mode of releasing the ITT
 - Sensitize parties who have evinced interest thus far & prepare them in advance acknowledging their involvement in the process – send mail notifying date of release etc. (subject to BCCI approval)
 - Firm up the “Who & How” of managing the proceedings till contract finalization
 - eg. Who would control the communication?
 - Venue / time for presentations of selected bids post-evaluation
 - Ratification of bid evaluation criteria (over & above, technical / functional specifications)
- Release of ITT
- Bid evaluation
- Presentation / interview of selected parties
- Contract finalization



THE BOARD OF CONTROL FOR CRICKET IN INDIA

The Board of Control For Cricket in India (BCCI) invites bids in respect of:

The Appointment of one reputed company of international standing to acquire the Web Portal Rights from January 1st 2008 to December 31st 2011. Under this ITT, the winning bidder will be required to perform the functions of designing, developing, hosting and operating the best of breed web portal. The project scope includes (but is not limited to):

1. Exploiting existing content to create packages for driving subscription revenues;
2. Creating new content;
3. Hosting, production and ongoing operations of the portal;
4. Generating traffic, users and revenue to the site;
5. Maintaining the books of accounts and providing detailed information regarding all the revenues whenever requested by the BCCI management.

The bid document can be acquired from Thursday 8th November, 2007, 10.00 am onwards at the BCCI office:

The Board of Control for Cricket in India, Cricket Center, D Road, Wankhede Stadium, Churchgate, Mumbai 400 020, Tel: +91 22 22898800, Fax: +91 22 22898801 upon payment of Indian Rupees 5,00,000.00 (non refundable and non adjustable) by demand draft or pay order favouring the Board of Control for Cricket in India.

Bidding parties will need to fulfill the eligibility criteria and other requirements specified in the bid document.

Bids must be submitted no later than **12 noon on 17th December 2007** at the BCCI Cricket Center Office after which the Tender will be opened by the BCCI Marketing Sub Committee.

The BCCI reserves the right at its discretion to cancel or amend the entire bidding process at any stage and to reject any and all bids without providing any reason. Merely buying the bid document does not entitle you to bid.

Sd/-
(Niranjan Shah)
Hon. Secretary

The Board of Control for Cricket in India, Cricket Centre, Wankhede Stadium, D Road, Churchgate, Mumbai 400 020. Tel: +91 22 22898800 • Fax: +91 22 22898801 • Email: bcci@vsnl.com

From: John Dollisson <john.dollisson@demandsport.tv>

To: Lalit Kumar Modi <lk@modi.com>; Lalit Kumar Modi <lkmodi@aol.com>; isbindra@yahoo.com

Cc: Radhika Moolraj <bccimarketing@aol.com>; Luke Reinehr <luke.reinehr@demandsport.tv>; John & Helen Feenie <johnfeenie@hotmail.com>

Subject: BCCI Web Portal Tender Follow Up/TCN Re-Imbursement Follow Up

Date: Mon, Jan 28, 2008 10:28 am

Attachments: TCN_letter_to_LKM_20080128.doc (144K)

Lalit,

Further to our discussion on Friday please see the attached letter following up the Web Portal Render and also the re-imbursement of TCN costs incurred while working on BCCI.tv for the BCCI.

Look forward to your response.

John Dollisson | Director

Demand Sport Limited

Office +61 (3) 9038 8114

Mobile +61 (0) 413 111123

www.demandsport.tv



28 January 2008

Mr. Lalit Modi
Chairman of BCCI Marketing Committee
Board of Control for Cricket in India
Cricket Centre, Wankhede Stadium
'D' Road, Churchgate,
Mumbai – 200020 India

C.C. I.S. Bindra

Dear Lalit,

BCCI INVITATION TO TENDER FOR WEB PORTAL ("ITT") – FOLLOW UP

TENDER RESPONSE – NEXT STEPS

TCN and its partners are disappointed to hear that despite being the only tenderer, our tender offer backed by a \$1.3 million security is not acceptable to the BCCI.

TCN and all its distinguished partners (including Major League Baseball Advanced Media ("MLBAM"), the manager of the world's leading sport's web portal MLB.com, Sun Microsystems Limited, Wipro Limited, Akamai Limited, Microsoft Limited, VSNL, PA Sport, Cadability, Eclipse and the World Cricket Store) thought long and hard about the tender offer and believe that with the very low base of broadband users in India and the other significant factors set out in the tender papers and repeated in the attached, that the no risk, longer term proposal offered is the most viable solution for the BCCI.

In order to go back to our partners on the inclusion of additional rights you mentioned on Friday we require clarification on the mobile cross platform rights that can be included in the Web Portal rights. As we discussed, subject to the minimum guarantee security being increased from the current proposed \$1.3m to an acceptable amount, the BCCI is prepared to delete the restrictions as currently described in Clauses 3.3 and 3.6 of the ITT to allow full transmission from the web portal to mobile and other devices. If you can please confirm our understanding and provide guidance on an acceptable minimum guarantee security we will then aim to finalise a mutually acceptable offer within 14 days.

The TCN Group remain committed to building a world class web portal for both the BCCI and indeed the newly formed IPL but need to do this on a commercially viable business plan requiring a 10 year term.

RE-IMBURSEMENT OF TCN COST INCURRED ON BCCI.tv

We require clarification of what procedural steps are required to enable our immediate re-imburement of costs (formally submitted in July last year) incurred in the development of BCCI.tv under contract to the BCCI during 2006?

Your response to both the mobile rights that can now be included and therefore valued in the web portal revised tender and the next steps to re-imbure TCN for costs incurred on BCCI's behalf would be appreciated.

Yours faithfully



John Dollisson
Director
Demand Sport

ATTACHMENT**KEY REASONS FOR NON-CONFORMING PROPOSAL**

The TCN Bid Proposal details some key variations to that requested in the ITT and it is submitted by the TCN Group that such changes are to the mutual benefit of all parties. These proposed variations are designed to overcome the result of recent adverse impacts on the Indian market that affect the value of the web portal rights being offered and may not have been fully appreciated by Accenture in preparing the ITT.

Drawing upon the TCN Group's extensive experience in developing and implementing digital media strategies for international sporting federations, TCN considers that the proposed changes to the ITT will be mutually beneficial.

The ITT differs in a number of very material ways from the MOU and subsequent joint business plan developed by the BCCI and TCN throughout 2006. The principal differences are:

1. The proposed ITT time frame has been significantly truncated from 10+10 years to just 4 years. It is submitted that a proposed initial 4 year period for this project will be primarily focused on the capital intensive period of developing systems, building content, and growing audience.
2. The delay in the implementation of the BCCI web portal has allowed other competitors to enter the market and capture substantial market share (e.g. Cricinfo with an estimated cumulative 18m unique Indian users).
3. The introduction of parallel free to air broadcast competition by the public TV broadcaster Doordashan has made the domestic Indian subscription broadband model redundant. This requires the establishment of advertising model and longer commercial ramp-up.
4. The potential audience for the web portal has been significantly reduced with the effective removal of mobile phone communications to and from the web portal. Rights excluded from the ITT include:
 - (a) "all rights to transmit, by any means of any transmission media / platform whatsoever on mobile devices / IPTV or any other media other than online web media using the portal" (Clause 3.6, ii, pages 17-18 of ITT); and

- (b) "The successful bidder would have the operating right restricted to only the internet media and under no circumstance try to explore or exploit any other communication channel through the portal....The successful bidder will not be allowed to indulge in any operation involving cross media like Short message Service (SMS) through the portal etc" (Clause 3.3, C).
5. The mobile market is currently growing by 7.8 million handsets a month, reaching 210 million handsets by September 2007. In contrast, internet broadband subscribers grew by 0.11 million reaching 2.67 million in the same month. Even with the addition of dial up internet users for whom much of the proposed content would be unavailable, the scope to build a viable business on internet users only in 4 years is impossible.
 6. It would appear that competition for audience will be increased with possible BCCI tenders for mobile, IPTV and other media. The ITT provides that "The bidders should take into account while putting a commercial bid that the BCCI may bid out one or more or all excluded rights on simulcast basis" (Clause 3.6).
 7. Although the ITT offers exclusive merchandising rights for on-line, there is doubt that the business revenue may be affected by tendering additional rights for retail merchandising stores.
 8. Significant downward revisions to the Indian Government broadband policy objective of 30m broadband users by 2010. TCN is now projecting 9.2 million by 2010 in the model.
 9. The success of the web portal business relies heavily on numerous timely approvals from the BCCI and the crucial delivery up of the IP including broadcast TV game footage during games (for cricket scoreboard action) and immediately upon game completion. Without the necessary support staff with the requisite approval power to both deliver quick decisions and approvals and arrange IP from other BCCI contractors including the players, a cautious approach is required.
 10. Finally, from our extensive discussions with both potential partners and competitors there appears to be some genuine concern about the availability of the IP being offered in the ITT from access to highlights footage, archive footage, and live video scorecard footage.

From: Sundar Raman <sundar@iplt20.co.in>
To: lkmodi@aol.com
Subject: Re: Re:
Date: Sat, Mar 1, 2008 9:43 pm

thats a fabulous deal. Does it also include Mobile rights? The upside on mobiles - SMS/ringtone/wallpaper downloads etc is a big upside for them.

We need to ensure they enable ecommerce (safe and secure) and the fulfilment part of it globally. This will ensure traffic to the site alongside ensure official merchandize globally available and deliverable

Sundar

----- Original Message ----- From: "lalit modi" <lkmodi@aol.com>
To: "Sundar Raman" <sundar@iplt20.co.in>
Sent: Saturday, March 01, 2008 3:42 PM
Subject: Re:

> Got a 10 year deal with cricket.con for 50 million usd for both ipl and > bcci. In principal ok with it. Keep it under your hat. Plus 50:50 revenue > share. There cost out of there share. Also they will spend another 50 m in > development, digitization etc. Mou by mon. If not a better deal by mon > inclined to accept. No live rights. No franchisee portals. All that extra. > So looks pretty interesting deal. Most imp need to keep it totally off > media till we sign as they are a public co.

> -----Original Message-----

> From: Sundar Raman
> To: Aol
> ReplyTo: Sundar Raman
> Sent: Mar 1, 2008 08:14
> Subject: Re:

>

> Two offers at min guarantee of 1 to 1.5m per year plus revenue share of 50 > to 66 percent.

>

> Microsoft is yet to come back.

>

> Option we can consider is to get IPL site up through a developer and get > wait for the monetizing numbers to come from Microsoft or anyone else.

>

> But the critical need for us is to get fulfilment and secure transaction > gateway of merchandize to be part of the deal.

> -----Original Message-----

> From: Lalit Modi
> To: Sundar Raman
> ReplyTo: Lalit Modi
> Sent: 1 Mar 2008 03:15
> Subject:

>

> What's the web no we are getting as of now. Please give me a firm no if > you have any only.

> Sent from my BlackBerry® wireless device

>

> Sent from BlackBerry® on Airtel

>

>

> Sent from my BlackBerry® wireless device

From: john feenie <johnfeenie@hotmail.com>
To: lkmodi@aol.com
Cc: luke.reinehr@demandsport.tv; john.dollisson@demandsport.tv
Subject: RE: Attached Press Announcement
Date: Thu, Mar 27, 2008 9:45 pm

Lalit,

Thanks for the reply and it will be interesting to see how well they perform. Given that you have now appointed another provider for the portal we look forward to the reimbursement of the claim we have lodged to reimburse the \$1.5 million we expended in good faith on the original site we developed after we signed the MOU. We look forward to you confirmation that this money will be promptly refunded.

thanks,
john

> To: johnfeenie@hotmail.com
> CC: luke.reinehr@demandsport.tv; john.dollisson@demandsport.tv
> Subject: Attached Press Announcement
> From: lkmodi@aol.com
> Date: Thu, 27 Mar 2008 13:27:47 +0000

>
> Hi John
>
> The info is correct. We had put down a minimum guarantee requirement of 50 million dollars. In various meetings with your team we had advised get the no up. Your best case scenario was a million odd dollars per year and best effort then.
>
> The deal we have is 50:50 sharing from 1st dollar in. With a 50m Mg guaranteed. With a two year rolling bank guarantee. Plus a 70 million dollar committed spend out of there 50% sharing. You had the first option but your plan did not deliver. That's all I could do.

>
> Thanks
>
> Lalit Modi
> Sent from my BlackBerry® wireless device
>
> -----Original Message-----
> From: john feenie <johnfeenie@hotmail.com>

>
> Date: Wed, 26 Mar 2008 16:10:44
> To: <lk@modi.com>, <lkmodi@aol.com>
> Cc: <luke.reinehr@demandsport.tv>, <john.dollisson@demandsport.tv>
> Subject: Attached Press Announcement

>
>
> Lalit,

> I retrieved this article from the Internet this morning. It seems to indicate that you have decided to use another provider for the web portal that we have been in discussion with you for nearly two years. I look forward to your response .

>
> thanks,
>
> john

>
>
>
>

> BCCI and IPL strike website deal with US firm for \$50m

>

> March 26th, 2008 - 6:29 pm ICT by admin - <http://www.thaindian.com/newsportal/sports/bcci-and-ipl-strike-website-deal-with-us-firm-for-50m_10031507.html/email/>; [Email This Post](#) [Email This Post](#)

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> New Delhi, March 26 (IANS) By August, the Indian <<http://www.thaindian.com/cricket/>>; cricket board and its prestigious offshoot Indian Premier League (IPL) will have fully functional websites, to be built by a US company, a deal fetching them \$50 million, a board official said Wednesday. The deal for both portals has been finalised, but a formal announcement about it would be made only in April, before the cash-rich IPL kicks off April 18, said the official.

> The Board of Control for <<http://www.thaindian.com/cricket/>>; Cricket in India (BCCI) is not disclosing the name of the listed company as it is still in the process of completing the formalities.

> While both portals will be launched in April, they are expected to start functioning partially in July. They will be fully functional after their formal launch in August. The revenue will be split on a 50:50 between the BCCI and the US company.

> Although the BCCI has a website — www.bcci.tv — it only has a static board emblem to show and nothing more. The IPL also has a web address — www.indianpremierleague.com — but here too the information is basic and largely for its eight franchisees, like the buyers' prospectus etc.

> Once the two websites become functional, the BCCI will launch its mobile service.

> Team Pawar has been promising a fully functional website ever since it came to power. It took well over four months for it to seal the deal after calling for bids.

The website project, however, took a backseat as the officials turned their focus on the lucrative and glamorous IPL twenty20 tournament that has already fetched the BCCI billions of dollars.

> The board's marketing sub-committee, headed by Lalit Modi, is handling the website project.

> The BCCI is the only one among the 10 Test-playing countries that does not have a website.

>

>

>

> Michael R. Payne

>

> <<mailto:Michael@michaelrpayne.com>>; Michael@michaelrpayne.com

>

> Tel: 00 41 79 433 1023

> 00 33 611 230 062

>

=

From: john feenie <johnfeenie@hotmail.com>

To: lk@modi.com; lkmodi@aol.com

Cc: luke.reinehr@demandsport.tv; john.dollisson@demandsport.tv

Subject: Attached Press Announcement

Date: Wed, Mar 26, 2008 9:43 pm

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john

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Michael R. Payne

Michael@michaelpayne.com

MEDIA RIGHTS AGREEMENT



AUDIOVISUAL RIGHTS AGREEMENT

*NIMBUS - BCCI Agreement
and addendums.*

[Faint circular stamp]
[Handwritten signature]
[Faint circular stamp]

51

MEDIA RIGHTS AGREEMENT



AUDIOVISUAL RIGHTS AGREEMENT

*Nimbus - BCCI Agreement
and addendums.*

[Faint circular stamp]
[Handwritten signature]
[Faint circular stamp]

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

TAMILNADU

For BOARD OF CONTROL FOR CRICKET IN INDIA

Chennai 228946
K. MAHALAKSHMI
S.V.L. No. 3018/2/95
New No: 11, Old No: 8
2nd STREET, MANGALPURAM
CHENNAI-600 021

THIS AGREEMENT is made and entered into on 28th February, 2006 at Chennai, by and between Board of Control for Cricket in India (hereinafter "BCCI"), a society registered under the Tamil Nadu Societies Registration Act and having its headquarters at Brabourne Stadium (North stand) Veer Nariman Road, Mumbai - 400020 India, and Nimbus Communications Limited (hereinafter the "Licensee"), having its principal place of business at Nimbus Centre, Oberoi Complex, Off New Link Road, Andheri, Mumbai 400053.

Whereas the parties agree as follows:

1. Definitions.

"Agreement" means this agreement.

Audiovisual Coverage Means any and all audio-only, still and moving visual-only and audiovisual material, data and textual material (including, without limitation, the Feed, Audio Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events.

Bank Guarantee for 1st year means the guarantee to be provided by the Licensee as per clause 3 and Exhibit B2 annexed hereto for the period 1st March 2006 to 31st March 2007.

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Bank Guarantee for 2nd year means the bank guarantee to be delivered by the Licensee as per clause 3 and Exhibit B2 annexed hereto for the period 1st March 2007 to 31st March 2008.

Bank Guarantee for 3rd year means the guarantee to be delivered by the Licensee as per clause 3 and Exhibit B2 annexed hereto for the period 1st March 2008 to 31st March 2009.

Bank Guarantee for the 4th year means the guarantee to be delivered by the Licensee as per clause 3 and Exhibit B2 annexed hereto for the period 1st March 2009 to 31st March 2010.

BCCI Archive Materials Means: All past BCCI Footage and all future BCCI events 72 hours after they are broadcast live.

BCCI Events means those international and domestic cricket events set out in Exhibit C, and "BCCI Event" shall refer to any one of the BCCI Events.

BCCI Mark Means the official BCCI emblem including any foreign translation and any permutation and derivation thereof.

BCCI Network Logo means the BCCI logo which would be incorporated on all BCCI feed, material on the top left hand side of the screen.

BCCI Signature Tunes and Official Music shall have the meaning ascribed to from time to time by BCCI

BCCI Sponsor shall mean all BCCI licensees, Team sponsors, Ground Sponsors, Title and all future sponsors, which may get the sponsorship assigned by BCCI from Time to time for any sponsorship assignments during the term.

BCCI Website means the official Internet website of the BCCI as may be updated from time to time.

Bid Means a written offer to acquire a license of the Media Rights (defined pursuant to Global Package / India Package or / International package as applicable to any Bidder) for exercise and/or exploitation in the Territories during the Rights Period, and which is submitted to BCCI subject to, and in accordance with, the terms and conditions of this ITT. Excluded Rights are specifically not part of this bid.

Bidder means any entity which submits a Bid or Bids to BCCI in response to this ITT.

Bid Fee means, in respect of a Bid, the monetary amount offered by the relevant Bidder in consideration of the grant by BCCI to such Bidder of a license of the Media Rights (defined pursuant to Global Package / India Package or / International package as applicable to any Bidder) for exercise and/or exploitation in the Territories during the Rights Period.

Branding Guidelines Means those regulations, restrictions and limitations issued from time to time by, or on behalf of, BCCI relating to the use and reproduction of the official titles of each BCCI Event, the BCCI Event Marks and third party marks, logos and devices.

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[Signature]

Broadband Internet Transmission Means (i) the transmission of Audiovisual Coverage (or any part thereof) by way of any telecommunications system utilizing TCP/IP protocols and/or related protocols and bandwidth for high quality, clear and continuous reception of moving sports images; and (ii) the reproduction of any and all still images, data and textual material of, and/or relating to, the BCCI Events on any Internet website. The rights granted here for live simulcast transmission and for retransmission for 72 hours only Post each event. Thereafter the rights revert back to the BCCI post each BCCI event

Broadcaster means any entity, which is primarily engaged in the business of Broadcasting and/or transmitting, from within, and in accordance with the laws of, the Territories (or any part thereof), any television (who has broadcast live sporting events) and/or radio service(s), channel(s) and/or programming for reception by the general public (whether on a Free or Pay basis) on Television Sets and/or conventional home / personal radio receivers in the Territories (or any part thereof), but excluding any entity which merely facilitates such broadcasts or transmissions (including, for example, cable operators and satellite operators). For the avoidance of any doubt, any determination by BCCI as to whether or not an entity is a Broadcaster shall be final and binding.

Broadcaster Guidelines Means those regulations, restrictions and limitations issued from time to time by, or on behalf of, BCCI relating to production, distribution and transmission of audiovisual programming or coverage of the BCCI Events.

Cable Transmission Means the transmission of any audio-only or moving image visual only and/or audiovisual material, data and textual material by way of coaxial, fibre-optic or any other form of cable, or by means of microwave dish systems, but excluding Broadband Internet Transmissions.

Ceremony Means the Prize giving function at the conclusion of every One Day International or Test Match as the case may be.

Confidential Information shall have the meaning ascribed to it in Paragraph 9 of the Eligibility Letter annexed as Schedule 5 to the Tender document.

Consortium Shall have the meaning ascribed to it in Section 3 (c), and "Consortia" shall be construed accordingly.

Consortium Bid(s) Shall have the meaning ascribed to it in Section 3 (c).

Designated Account means such bank account(s) as the BCCI shall from time to time notify the Licensee in writing

Event Marks Means, in relation to each BCCI Event, BCCI's standard two-dimensional graphic representations of the official emblem including any foreign translation and any permutation thereof.

Excluded Rights shall have the meaning ascribed to it in clause 5 of Exhibit A annexed to this Agreement and are rights that are not expressly included in the Media Rights (whether now existing or created or discovered in the future).

Exploitation Plan Means the exploitation plan as described in clause 5.5 of the Tender document (attached as Exhibit "E")

Feed Means the live and continuous international broadcast quality moving image video signal of each ODI, Test Match and ceremony incorporating slow

motion replays, titles and any graphics selected by BCCI, with International Commentary in English, and with integrated international ambient sound and audio on a separate track, which is to be produced by the Production company on its behalf. The graphics contained in the Feed shall be of a number, size, appearance and purpose as may be determined by BCCI in its sole discretion and may integrate copyright notices, trademark legends and references to the BCCI's official website, the BCCI Marks, and the Event Marks, in each case as BCCI may, from time to time, reasonably specify and/or require. The feed will carry the BCCI Network Logo on the top left hand side of the screen and each licensee will be required to carry that on all its feeds to the television by all means of transmission without blocking it in any manner whatsoever. Basic Feed means the live pictures feed without graphics, Multi Feed means the multilateral Feed, also known as World Feed with graphics, Additional Feeds means additional images an/or interactive feeds and/or HDTV feed generated by BCCI, Unilateral Feed/Coverage means Television Coverage generated by a licensee, Audio Feed means English language commentary track and ambient sound + music audio track.

Fixed Media Rights Means all rights to exhibit, exploit and/or distribute any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Feed, Unilateral Coverage, Audio Feed, Commentary, BCCI archive Materials and other archival materials) of, and/or relating to, the BCCI Events (or any part thereof) by means of any magnetic, electronic or digital storage devices including, without limitation, DVD, VHS or CD-Rom.

Free Means any television service or channel (or package of services or channels) which may be viewed by all recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of a Television Set or for general reception of, or access to, such service or channel (or package of services or channels).

Highlights Means any edited recorded segment(s) or extract(s) (whether still or moving) of the Audiovisual Coverage.

Host Broadcaster Means the entity The BCCI.

Indian Entity means any entity the majority (more than 51%) of voting rights and/or shares of which are, for the period of not less than 1 year prior to the date of issuance of this ITT and as at the date on which the Agreement is signed by the BCCI, beneficially owned and/or controlled by any Indian domiciled individual(s) and/or any other entity the majority of voting rights and/or shares of which are beneficially owned and/or controlled by any Indian domiciled individual(s).

Indian Terrestrial TV Rights" mean all rights to transmit, exhibit, distribute and Exploit, by means of Terrestrial Transmission only live audiovisual coverage (including the Feed) of each ODI match and each day of a test match; and

In each case, for reception and viewing during the Rights Period by means of Television Sets in India only, and includes all rights to exploit any and all commercial opportunities (including, without limitation, broadcast sponsorship and commercial airtime opportunities) of any nature whatsoever arising from, and/or in connection with, each such transmission, reception and viewing.

Intellectual Property Means all copyright and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trade marks, service marks, trade names, registered designs, domain names and any

applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

Interactive Television Services shall have the meaning ascribed to it in clause 7 of Exhibit A annexed to this Agreement.

International Commentary Means, in respect of an ODI, Test Match or Ceremony, the contemporaneous verbal account and description of such ODI, Test Match or Ceremony produced by, or on behalf of, the Host Broadcaster and incorporated in the Feed.

Languages shall have the meaning ascribed to it in clause 4.1 of Exhibit "A" annexed to this Agreement, and "Language" shall refer to any one of the Languages.

Licensee Means any entity to which the successful Bidder grants a license of the Media Rights (or any part thereof) for exercise in the relevant Licensed Territories (or any part thereof) pursuant to a Media Rights Agreement

Licensed Media Rights Means the Media Rights (or any part thereof) a license of which is granted to a Licensee pursuant to a Media Rights Agreement.

Licensed Territory Means the country or countries in the Territories in respect of which a Licensee has been granted a license of the right to exercise the relevant Licensed Media Rights pursuant to a Media Rights Agreement, and "Licensed Territories" shall be construed accordingly.

Matches Means the cricket matches forming part of, and comprising, the BCCI Events; and "Match" shall refer to any one of the Matches.

Media Rights shall have the meaning ascribed to it in clause 1.1 of Exhibit A annexed hereto.

Minimum Transmission Requirements Means those terms and conditions set out in clause 6.2 of Exhibit A annexed to this Agreement

Mobile Device Means any wireless device, whether now known or devised or invented in the future, which is (i) designed or adapted to be capable of being operated whilst the user is in motion; and (ii) capable of intelligibly receiving audio material and/or still or moving visual and/or audiovisual material; and (iii) either handheld or installed in a vehicle, but expressly excluding any television receiver, whether handheld or installed in a vehicle, which does not have any telephony or other built-in two-way communications capability.

Mobile Rights Shall has the meaning ascribed to it in clause 5 of Exhibit A annexed to this Agreement.

Mobile Technology Means: (i) any of the following wireless communications technologies: General Packet Radio Services (GPRS), Global System for Mobile Communications (GSM), Enhanced Data GSM Environment (EDGE), Code Division Multiple Access (CDMA), High Speed Circuit Switched Data (HSCSD), Personal Communications Networks (PCN), Wireless Application Protocol (WAP), Universal Mobile Telecommunications System (UMTS), Blue tooth, Wi-Fi and any similar, related or derivative technology now known or devised or invented in the future; but specifically excluding, without limitation, Digital Video Broadcasting – Handheld (DVB-H) and IP Data cast over DVB-H (commonly known as IP Data cast) which enables the transmission to, and/or intelligible

reception by, Mobile Devices of audio material, still or moving visual and audiovisual material, and data and/or textual material.

Official Film Rights - All rights to create, produce and/or transmit (in any media whatsoever) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, BCCI or any of the Competitions and/or Other BCCI Events.

Pay Means any television service or channel (or package of services or channels) which may only be viewed by recipients on payment of a fee or other charge (other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of a Television Set for general reception of, or access to, such service or channel (or package of services or channels)), but excluding any Pay-Per-View and Video-On-Demand services.

Pay-Per-View Means any transmission of a programme or package of television programmes in respect of which, (i) a charge or charges are levied on a per programme, per occasion, per day (or other period) or per package of programmes basis (which charge(s) shall be in addition to any subscription fees or charges paid by viewers in consideration for the right to view the particular service or channel of which the transmission forms part); and (ii) the time for each such transmission is designated by the provider of that transmission (and not by the viewer).

Production Company means the company hired by the BCCI to produce the host feed and to do the production of BCCI events on behalf of the BCCI.

Public Exhibition Rights Means all rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials) of, and/or relating to, any of the Competitions and/or the Other BCCI Events (or any part thereof) for exhibition to an audience by means of any Television Set and/or conventional home and personal radio receiver located anywhere in cinemas, stadia, construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling, hotels, bars, restaurants and offices; and all rights to exploit any and all commercial opportunities (including, for example, entrance fees, sponsorship merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, the transmission of such material.

For the avoidance of any doubt, BCCI reserves the right to organize and stage any public exhibition event in any country in the world (including, without limitation, the Territories).

In addition, all rights to transmit and/or exhibit, by means of any media whatsoever (including the Permitted Transmission Media), any audio-only, still or moving visual-only or audiovisual material relating to any of the Competitions or Other BCCI Events (including, without limitation, the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials), whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight entertainment system aboard any aircraft anywhere in the world; and all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from,

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And/or in connection with, each such transmission and exhibition are reserved to BCCI

Rights Period Means, in relation to a Media Rights Agreement, the period commencing on the later of 1st March 2006 and the date of signature of the Media Rights Agreement by BCCI and expiring on 31st March 2010.

Satellite Transmission Means the analogue or digital transmission of audio material and/or still or moving visual or audiovisual material by means of a satellite system whereby such signal is initially transmitted to a satellite situated beyond the Earth's atmosphere and is subsequently retransmitted by transponders or similar devices for reception by a satellite dish and decoding at the place where the viewer will view such transmission and which transmission is intended only for reception on television sets.

Schedule of Conditions Means the terms and conditions set out in Exhibit D hereof.

SMS means text message or mms messages generated thru a mobile/ cellular telephony device using mobile telephony protocol.

Sub-License Agreement means a legally binding agreement in writing entered into between the Licensee and a Sub-Licensee setting out the terms and conditions upon which such Sub-Licensee is granted a sub-license of the Media Rights (or any part thereof) for exercise in the Territories (or any part thereof) during the Rights Period.

Sub-Licensee means any entity, which is granted a sub-license of the Media Rights (or any part thereof) for exercise in the Territories (or any part thereof) during the Rights Period pursuant to a Sub-License Agreement.

Television Set Means any television set, personal computer or laptop, or similar fixed or portable monitor, and including any television receiver, whether handheld or installed in a vehicle, which does not have, and operates and functions independently of any device with, any built-in telephony or other two-way communications capability.

Tender documents means the invitation to tender along with all the schedules attached hereto as Exhibit "E"

Terrestrial Transmission Means the analogue or digital transmission of audio material and/or still or moving visual-only or audiovisual material by means of wireless telegraphy signals transmitted by fixed land-based transmissions stations and which are solely intended for reception only on standard televisions sets only.

Territories Means all the countries in the world, and "Territory" shall refer to any one of the Territories.

Unilateral Commentary Means, in respect of a Match or Ceremony, the contemporaneous verbal account and description of such Match or Ceremony produced by, or on behalf of, a Licensee.

Unilateral Coverage Means any moving image visual-only and/or audiovisual material of any element of, and/or relating to, any Match or Ceremony that is produced by, or on behalf of, any Licensee.

Venue Means, in respect of a Match or Ceremony, the stadium, ground or place at which such Match or Ceremony is to be played or staged together with all areas reasonably required for the exercise of the Media Rights only insofar as these are owned and/or controlled by BCCI, always to the extent that such areas are within the control of BCCI (including, but not limited to, the pitch where play takes place, the areas surrounding the pitch, the stands, passageways, walkways, staircases, lifts, bars, toilets, boxes, gantries, walls, windows, seats, boundaries, floodlights, media facilities, electronic scoreboards and replay screens, roofs, shops, car parks and other areas in and around the stadium grounds or places and airspace above these static or moving objects outside such stadium, ground or place; any security perimeter established by, or on behalf of, BCCI and other land forming part of such stadium, ground or place); and any other areas notified in writing to the Licensee by BCCI, and "Venues" shall be construed accordingly.

Video-On-Demand Means any transmission of a television programme or package of television programmes in respect of which the time for each such transmission is designated by the viewer and not from a selection of viewing times scheduled by the provider of that broadcast or transmission (whether or not a charge or charges are levied in respect of such transmission). Which transmission is intended only for television sets.

Working Day Means any excluding Saturday, Sunday and public holidays in Chennai, India.

2. GRANT OF MEDIA RIGHTS AND TERM

- 2.1 In consideration of the payment by the Licensee of the Media Rights Fee, BCCI hereby grants to the Licensee, during the Rights Period and in the Territories, a license of the Media Rights on an exclusive basis subject to, and in accordance with, the terms and conditions of this Agreement and applicable laws of each Territory from time to time in force.
 - 2.2 For the avoidance of doubt, the Excluded Rights are hereby reserved to BCCI for its own use, exploitation and benefit without any limitation or restriction whatsoever, and the Licensee shall not, and shall not permit any third party to, assert, represent or claim that they have any right, title or interest whatsoever to any of the same other than the limited license granted hereunder or pursuant to a Sub-License Agreement.
 - 2.3 The Licensee shall be entitled, subject only to the restrictions expressly set out herein, to grant sub-licenses of the Media Rights (or any part thereof) to third parties for exercise in the Territories (or any part thereof) during the Rights Period. The Sub-License Agreement shall be subject to this Agreement and the Tender document.
 - 2.4 This Agreement shall commence on and not before 1st March 2006 and shall, unless terminated earlier in accordance with clause 6, expire on 31st March 2010.
 - 2.5 The licensee agrees to provide to the BCCI copies of all broadcast tapes, including audio tracks and log reports, with and without advertisements no later than 30 days after each series. The licensee further acknowledges that all rights including language rights vest in the BCCI.
3. MEDIA RIGHTS FEES and financial guarantee

- 3.1 In consideration of the grant of the license of the Media Rights by BCCI, the Licensee shall pay to BCCI the monetary amount of Rs.2724,20,10,000 (Rupees Two thousand seven hundred twenty four crores twenty lakhs ten thousand only) (the "Media Rights Fee") in accordance with the provisions of this clause 3.
- 3.2 The parties agree that the Media Rights Fee shall be attributed to each of the BCCI Events in accordance with the following table:

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Attributable Value of Media Rights over each BCCI Event								
Season	Calendar Year	Months	Tour	Tests	ODIs	Domestic TV Days	Attributable Value of Media Rights	Attributable Values of Media Rights
							%	Rs.
2005-06	2006	Mar / Apr	England DOMESTIC	3	7	0	11.50 0	313,28,31,150
2006-2007	2007	Jan / Feb	West Indies DOMESTIC		7	52	6.00 1.75	163,45,20,600 47,67,35,175
2007-08	2007	Oct	Australia		7		8.00	217,93,60,800
	2007	Nov / Dec	Pakistan	3	7		13.50	367,76,71,350
	2008	Jan / Feb	TBD DOMESTIC	3	5	72	11.50 2.25	313,28,31,150 61,29,45,225
2008-09	2008	October	Australia	4			5.00	136,21,00,500
	2009	Mar / Apr	England DOMESTIC	3	7	72	12.50 2.75	340,52,51,250 74,91,55,275
2009-10	2009	Oct	Australia		5		10.00	272,42,01,000
	2009	Nov / Dec	Sri Lanka	3	5		6.00	163,45,20,600
	2010	Feb / Mar	South Africa DOMESTIC	3	5	72	6.00 3.25	163,45,20,600 88,53,65,325
				22	55	262	100.00	2724,20,10,000

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Season	Tour	Month/Year	Payment Schedule	Amount (INR)
Season	Tour	Period	Payment schedule	Amount in INR
2005-06	England	Mar-Apr 06	Upon Signing 50%	156,64,15,575
			50% - within 30 days from the date of end of the Tour	156,64,15,575
2006-07	Domestic		50% - 30 days prior to commencement of the Season (On or before 1 st September 2006)	23,83,67,588
			50% - within 7 days from the date of end of the Season (On or before 7 th May 2007)	23,83,67,587
	West Indies	Jan-Feb 07	50% - 30 days prior to commencement of the Tour	81,72,60,300
			50% - within 7 days from the date of end of the Tour	81,72,60,300
2007-08	Domestic		50% - 30 days prior to commencement of the Season (On or before 1 st September 2007)	30,64,72,613
			50% - within 7 days from the date of end of the Season (On or before 7 th May 2008)	30,64,72,612
	Australia	Oct-07	50% - 30 days prior to commencement of the Tour	108,96,80,400

			50% - within 7 days from the date of end of the Tour	108,96,80,400
	Pakistan	Nov-Dec 07	50% - 30 days prior to commencement of the Tour	183,88,35,675
			50% - within 7 days from the date of end of the Tour	183,88,35,675
	TBD	Jan-Feb 08	50% - 30 days prior to commencement of the Tour	156,64,15,575
			50% - within 7 days from the date of end of the Tour	156,64,15,575
2008-09	Domestic		50% - 30 days prior to commencement of the Season (On or before 1 st September 2008)	37,45,77,638
			50% - within 7 days from the date of end of the Season (On or before 7 th May 2009)	37,45,77,637
	Australia	Oct-08	50% - 30 days prior to commencement of the Tour	68,10,50,250
			50% - within 7 days from the date of end of the Tour	68,10,50,250
	England	Mar-Apr 09	50% - 30 days prior to commencement of the Tour	170,26,25,625
			50% - within 7 days from the date of end of the Tour	170,26,25,625
2009-10	Domestic		50% - 30 days prior to commencement of the Season (On or before 1 st September 2009)	44,26,82,663
			50% - within 7 days from the date of end of the Season (On or before 7 th May 2010)	44,26,82,662
	Australia	Oct-09	50% - 30 days prior to commencement of the Tour	136,21,00,500
			50% - within 7 days from the date of end of the Tour	136,21,00,500
	Sri Lanka	Nov-Dec 09	50% - 30 days prior to commencement of the Tour	81,72,60,300
			50% - within 7 days from the date of end of the Tour	81,72,60,300
	South Africa	Feb-Mar 10	50% - 30 days prior to commencement of the Tour	81,72,60,300
			50% - within 7 days from the date of end of the Tour	81,72,60,300
	TOTAL			2724,20,10,000

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- 3.4 Time is of the essence in relation to the Licensee's payment obligations hereunder. Interest shall be payable by the Licensee to BCCI on any late payments of any amount including any installment of the Media Rights Fee at a rate of twelve percent (12%).
- 3.5 All amounts due under this Agreement to be paid by the Licensee into the Designated Account including, without limitation, the Media Rights Fee, are expressed in Indian Rupees (INR) /United States dollars (US\$), and shall be paid by wire transfer free and clear of, and without, deductions based on any currency control restrictions, import duties, or any sales, use, value added or other taxes or withholdings of any nature whatsoever. In the event the Licensee is required to make any deduction or withholding in respect of any taxes, imposts, duties or other such charges in respect of any payment into the Designated Account hereunder, the Licensee shall gross up the relevant amount to ensure that BCCI receives in the Designated Account the full cash amount that it would otherwise have been entitled to receive. However the Licensee will be entitled to deduct TDS on the payment to be made and the Licensee shall be liable to issue certificate for the tax so deducted within 30 days of the date of the deduction. In case the Licensee fails to issue a certificate for the payments so deducted then the BCCI shall be entitled to recover the amount of the tax so deducted with interest of 12% per annum from the Licensee.
- 3.6 For the purpose of securing the Licensee's obligation to pay Media Rights Fee into the Designated Account in accordance with the foregoing provisions of this clause 3 and performance of the other terms and conditions of this Agreement, the Licensee shall deliver to BCCI irrevocable and unconditional bank guarantees (the "Bank Guarantees") as hereinafter provided and as also explained in more detail in Exhibit B1 of this Agreement, subject to, and in accordance with, the provisions set out in Exhibit B2.
- 3.6.1 The Licensee shall deliver to BCCI, Bank Guarantee for the 1st year for Rs.375,40,86,925 (Rupees Three Hundred Seventy Five crores forty lakhs eighty six thousand nine hundred twenty five only) on or before 21 days from the date of signing this Agreement.
- 3.6.2 The Licensee shall deliver to BCCI Bank Guarantee for the 2nd year for an amount of Rs. 960,28,08,525 (Rupees Nine Hundred Sixty Crores Twenty eight lakhs eight thousand five hundred twenty five only) on or before 1st March 2007 in the manner provided in Exhibit B2.
- 3.6.3 The Licensee shall deliver to BCCI Bank Guarantee for the 3rd year for an amount of Rs. 367,76,71,350 (Rupees Three Hundred Sixty Seven Crores Seventy Six Lakhs Seventy One Thousand Three Hundred and Fifty only) on or before 1st March 2008 in the manner provided in Exhibit B2.
- 3.6.4 The Licensee shall deliver to BCCI Bank Guarantee for the 4th year for an amount of Rs. 687,86,07,525 (Rupees Six hundred eighty seven crores eighty six lakhs seven thousand five hundred twenty five only) on or before 1st March 2009 in the manner provided in Exhibit B2.
- 3.6.5 The above Bank Guarantees shall be provided in the exact format provided in Exhibit B2 for amounts as stated above for each year, without making any amendments to the structure, clauses, terms and condition provided thereunder. Any variation from the format provided in Exhibit B2

shall entitle BCCI to terminate this Agreement forthwith and without giving any further notice.

- 3.7 The Licensee shall provide to the BCCI full details of an insurance Policy for non-telecast, cancellation or partial cancellation, postponement, relocation or curtailment of match for whatever reason. The BCCI shall provide and pay the premium for such insurance policy provided that the Licensee has provided a sum corresponding to such premium to BCCI prior to the date upon which the BCCI is required to pay such insurance premium. BCCI warrants that when the Licensee pays to it monies designated for the payment of insurance premium the BCCI shall only use such monies for payment of such premium.
- 3.8 All necessary permissions not limited but inclusive of permission from RBI and any other permissions from the Government of India or any other Government of State or any other Country including relevant Ministry / Department shall be taken by the licensee.
4. Representations and Warranties
- 4.1 The Licensee hereby represents and warrants to BCCI that:
- (a) It has the full right and legal authority to enter into, and is fully capable of performing its obligations under, this Agreement in accordance with its terms; and
 - (b) In so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement. It also represents that by entering into this Agreement or performing its obligation, under the agreement, it is not in breach of any law.
- 4.2 BCCI hereby represents and warrants to the Licensee that:
- (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms including the right and authority to grant to the Licensee the rights and benefits set forth herein.
 - (b) It is not a party to any oral or written agreement, contract or understanding which would prevent, limit or hinder the performance of any of BCCI's obligations under this Agreement.
- 4.3 Subject always to the Licensee fully complying with its obligations hereunder, BCCI hereby covenants with, and undertakes to, the Licensee that it shall not itself exercise or exploit, nor permit or authorize any third party to exercise or exploit, the Media Rights (or any part thereof) in the Territories (or any part thereof) during the Rights Period.
- 4.4 Each of the Licensee and BCCI warrants and represents to each other that it shall comply with its respective obligations set out in the Schedule of Conditions as set out in Exhibit D.
5. CHANGES IN MATERIAL CIRCUMSTANCES
- 5.1 BCCI acknowledges that principle inducements for the Licensee's participation in this Agreement include the widespread exposure that is expected to be derived from the BCCI Events to be received by the

Licensee as a result of the telecast of Audiovisual Coverage in the Territories. BCCI further acknowledges that, notwithstanding BCCI's approval or consent to the Licensee's exercise and/or exploitation of the Media Rights granted under this Agreement, the Licensee may be deprived of the material benefits contemplated by the parties as a direct consequence of changes in rules, or a change in the enforcement policy with respect to existing rules, by international, national and hemispheric governing bodies and/or federations that have jurisdiction over BCCI and/or the BCCI Events (collectively, "External Bodies"). In the event of any exercise of rights by an External Body that the Licensee in good faith believes, having provided BCCI with objectively verifiable evidence, has a material adverse affect upon the Licensee's exercise and/or exploitation of the Media Rights granted to it under this Agreement, the Licensee shall provide written notice thereof to the BCCI. Upon receipt of notice of any such changed circumstances, the parties agree for a period of thirty (30) calendar days to in good faith negotiate a reasonable and appropriate substantial reduction in compensation and/or other support. If at the end of such 30-day period, the parties cannot agree on an appropriate substantial reduction, the Licensee may, at its option, terminate this Agreement such termination to become effective at the end of the then-current Contract Year.

6. Termination

6.1 The Licensee may terminate this Agreement immediately upon fourteen (14) days written notice to BCCI if:

- (a) BCCI commits material violation of any of the terms and conditions of this agreement and the Licensee has first provided fourteen (14) written notice to BCCI of any such violation and such violation shall then recur during the same Contract Year;
- (b) BCCI makes a general assignment for the benefit of creditors; is adjudicated insolvent; files or has filed against it a petition in bankruptcy or a petition seeking reorganization, rearrangement, and readjustment of its debts or for other relief under applicable law)
- (c) BCCI breaches any warranty or other material term of this Agreement, which breach BCCI fails to cure, if curable, within fourteen (14) calendar days of the Licensee's notice to BCCI of any such breach.

6.2 BCCI may terminate this Agreement immediately and invoke the existing Bank Guarantee by a fourteen (14) days written notice to the Licensee if:

- (a) The Licensee is adjudicated insolvent, involuntarily declares bankruptcy, makes a general assignment for the benefit of creditors, or fails to continue its business of broadcasting and /or event management or agency business;
- (b) The Licensee fails to make payment to BCCI of any sums due pursuant to this Agreement within fourteen (14) calendar days following the receipt by the Licensee of written notice from BCCI that any such payment is past due; or
- (c) The Licensee fails to provide the Bank Guarantees to BCCI for any year within the respective timelines provided in clause 3 above.

- (d) Without limitation to any of the above, if the Licensee breaches any warranty or other material term of this Agreement, which breach the Licensee fails to cure, if curable, within fourteen (14) calendar days of BCCI's notice to the Licensee of any such breach.

6.3 Failure of the Licensee to comply with any of the provisions of clause 3 will entitle BCCI, upon giving fourteen (14) days written notice, to terminate this Agreement and invoke the Bank Guarantee and it will be open to BCCI to enter into a private arrangement/negotiation till a fresh tender is finalized in order to meet its on going requirements. All expenses incurred by BCCI till the fresh tender is finalized to meet its requirements resulting from a breach by the Licensee to comply with any of the provisions of clause 3 will be at the risk and cost of the Licensee.

7. CONSEQUENCES OF TERMINATION

7.1 Upon expiration or termination of this Agreement for any reason whatsoever:

- (a) All rights, licenses and benefits (including, without limitation, the Media Rights) shall forthwith revert to BCCI;
- (b) The Licensee shall immediately cease to exercise and exploit the Media Rights, BCCI Mark, and the BCCI Event Marks and shall not thereafter use or exploit its previous connection with BCCI or any of the BCCI Events, whether directly or indirectly;
- (c) BCCI shall immediately thereafter be entitled to grant all or any of the Media Rights to any third party
- (d) BCCI and the Licensee shall promptly return to the other all property of the other within its possession;
- (e) The Licensee shall forthwith remit to the Designated Account the balance of the Media Rights Fee and any other sums that are outstanding and to be accounted for under this Agreement; and
- (f) All Sub-Licence Agreements shall forthwith be automatically terminated.

7.2 Save where expressly stated otherwise, the expiry or termination of this Agreement shall be without prejudice to any rights already accrued to either of the parties under this Agreement.

8. TRADE MARK PROTECTIONS AND INTELLECTUAL PROPERTY

8.1 Other than expressly set out herein, the Licensee shall not adopt, create or begin to use:

- (a) Any registered or unregistered trademarks owned or used by BCCI including, without limitation, the BCCI Mark and BCCI Event Marks in any language whatsoever; or
- (b) Any term which is confusingly similar to, is a colourable imitation of, or is a derivation of, or which unfairly competes with, any such trademarks.

In particular, the Licensee shall not develop, use or register any name, logo trademark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which, in BCCI's opinion, may be inferred by the public as identifying with any of BCCI and/or the BCCI Events.

- 8.2 The Licensee shall not oppose any of the trademark or copyright applications filed by BCCI or its affiliates, nominees or licensees in respect of any of the BCCI Mark and the BCCI Event Marks. The Licensee shall not in any way challenge, or apply for any copyright, trademark, or patent protection, or domain name registration (whether in respect of, or in relation to, any of the BCCI Mark or the BCCI Event Marks or otherwise), which would adversely affect BCCI's proprietary, interests in the same, or assist any person to do so.
- 8.3 All Intellectual Property (including, without limitation, copyright) that subsists in the Feed and International Commentary (including transmissions and recordings thereof by the Licensee and each Sub-Licensee) shall be owned by BCCI for the full term of copyright including all renewals, reversions and extensions thereof and thereafter in perpetuity.
- 8.4 The Licensee shall ensure that all Intellectual Property and other proprietary rights (including, without limitation, copyright) that subsist in the Unilateral Coverage and Unilateral Commentary (including all transmissions and recordings of the same) shall, upon creation thereof, be assigned by each Sub-Licensee to BCCI for the full term of copyright including all renewals, reversions and extensions thereof and thereafter in perpetuity. In the case of copyright, such assignment will be by way of a present assignment of future copyright. Accordingly, the Licensee shall ensure that each Sub-Licensee shall, at the end of each and every live and delayed transmission of the Feed and Unilateral Coverage incorporate the following acknowledgement of copyright, "© [year] BCCI. All rights reserved", or such other copyright notice as BCCI may, from time to time, specify.

9. Schedule of Conditions

The Schedule of Conditions provided in Exhibit D to this Agreement shall form part and parcel of this Agreement and the parties are bound by the same.

10. Clarifications

This Agreement incorporates some of the clarifications issued from time to time by Mr. Lalit Modi (Vice President of BCCI) on behalf of BCCI prior to submission of the Bids to all the Bidders. Those clarifications not specifically incorporated herein shall also be deemed to form part of this Agreement.

11. Tender document

The Tender document is annexed hereto as Exhibit E. Clauses 4 and 5 of the Tender document are provided in Exhibit A together with the clarifications issued by Mr. Lalit Modi (Vice President of BCCI) on behalf of

BCCI, to all the Bidders, which form part of this Agreement. In case of any conflict or inconsistency of any provision of the Tender document and this Agreement, the provisions of this Agreement shall prevail.

12. Confidentiality

- 12.1 Neither party shall disclose (or permit or cause its employees, agents or representatives to disclose), the marketing plans of the other party, or other confidential material or information disclosed to it (including information disclosed during audit), to any third party, with the prior written consent of the party to whom the duty of confidentiality is owed, except to its Board of Directors or as may be required by law or to reasonably fulfill such party's obligation under this Agreement. Either party shall be entitled to any and all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality. However this will not apply to financial bidding amount bid by the Licensee, as the same would have been disclosed pursuant to BCCI's tender conditions. .

13. Waiver

- 13.1 The failure at any time of the Licensee or BCCI to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

14. Assignment

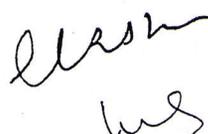
- 14.1 The Licensee shall not assign, at law or in equity (including by way of a charge or declaration of trust), sub-license (other than as expressly permitted hereunder), transfer, charge or deal in any other manner with this Agreement or any rights or obligations under this Agreement, or sub-contract any or all of its obligations under this Agreement or purport to do any of the same. Each party enters into this Agreement as principal not agent, and may not enforce any of its rights under or in connection with this Agreement for the benefit of any third party.

15. Notices

- 15.1 All notices, payments and statements provided for herein shall be in writing and shall be deemed given if sent by Federal Express (or other internationally recognized reliable express delivery service), receipt requested, or by verifiable facsimile transmission, addressed to the parties at their respective address set forth below, or at such other address as either party may from time-to-time specify to the other:

BCCI - Board of Control for Cricket in India
Brabourne Stadium (North stand),
Veer Nariman Road,
Mumbai - 400020 India,

Licensee:
Nimbus Communications Limited



Nimbus Centre, Oberoi Complex,
Off New Link Road, Andheri,
Mumbai 400053, India.

16. BCCI/Licensee Relationship

- 16.1 The performance of services by one party for the other hereunder is in the capacity of independent contractor. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/ employee relationship or any agency or joint venture or partnership relationship between BCCI and the Licensee. Other than as set out in clause 3.5, BCCI shall be responsible for payment of all taxes on any compensation received under this Agreement.

17. Remedies

- 17.1 In the event either party materially breaches any term or condition of this Agreement, the non-breaching party shall seek interim relief only from the tribunal of arbitrators as set out in clause 19 below only.

18. Equitable Reduction/ Enhancement:-

It is clarified that the Board will be entitled to equitable enhancement in Media Rights fees calculated on the basis of attributable value assigned to playing team/ tour in case there are extra matches added or played by that team. Similarly the licensee shall be entitled to equitable reduction in the Media Rights fees calculated on the basis of attributable value assigned to playing team/ tour in case there is reduction in matches added or played due to any reason but shall not include the reasons which are directly attributable to Licensee. In case of a team of which the attributable value has not been provided in Clause 3.2 herein above, then the same shall be decided by BCCI and the decision of the BCCI shall be final and binding on the parties.

19. GOVERNING LAW AND DISPUTE RESOLUTION

- 19.1 This Agreement shall be governed by and construed in accordance with the substantive laws of India. Any dispute arising out of or in relation to this Agreement involving the interpretation or implementation of the clauses of this agreement, or the breach, termination or validity thereof, shall be resolved in accordance with the procedures specified in this clause 19 which shall be the sole and exclusive procedure for the resolution of any and all such disputes before seeking recourse to Arbitration.
- 19.2 The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by good faith negotiations for a period of twenty-one (21) days from date of issuance of written notice that a dispute has arisen.
- 19.3 Any dispute, which has not been resolved, as provided herein within 21 days of the initiation of such procedure, shall be settled exclusively by arbitration in Chennai India, in accordance with ARBITRATION AND CONCILIATION ACT, 1996. The arbitration tribunal shall consist of 3 arbitrators, with each party designating one arbitrator and the said chosen

arbitrators designating the third arbitrator. The place of arbitration in India shall be Chennai, and the language of arbitration shall be English. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration.

- 19.4 The parties hereby agree any award of the tribunal shall be enforced in any court of competent jurisdiction in Chennai.
- 19.5 This Agreement shall be governed by and construed in accordance with Indian laws and shall be subject to the exclusive jurisdiction of the courts in Chennai, India.
20. Section Captions.
- 20.1 Section captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.
21. Entire Contract.
- 21.1 Upon execution, this Agreement shall constitute the entire understanding between the parties and, as such, may not be altered or modified except by an agreement in writing signed by all parties. Any previous agreements or understandings between the parties on the subject matters herein, shall have no further force or effect.
22. SEVERANCE
- 22.1 If any provision of this agreement shall be found by any court, government or administrative body, of competent jurisdiction, to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provisions with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below.

Board of Control for Cricket in India

For & On Behalf of
The Board of Control for Cricket in India

By: Niranjan Shah
Its: Honorary Secretary
Honorary Secretary

Witness

1.  K.S. Viswanathan, NO: 2A, Nagalakshmi Apts, Ramalinga Road, Mylapore, Chennai - 600017
(K.S. VISWANATHAN)
2.  Flat 11019, Ananti Apartments, No 5, S.P. Dam Road Chennai - 600017
C. R. VIJAYARAGHAVAN

Nimbus Communications Limited


By: K R Subbarathnam (Kumar)
Its: Vice President – Television & Motion Pictures, South

Witness

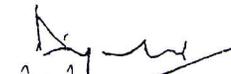
1.  K. R. VIJAYARAGHAVAN, #04-01, Gandhi Hill, El Ganga Hill
SINGAPORE 119570.
 2.  P. B. SRINIVASAN 18, VENKATARAMAN ST
T. NAGAR CHENNAI - 17
- Dated:

EXHIBIT A
MEDIA RIGHTS

1. Overview

1.1 The "Media Rights" comprise only of the following rights:

- Television Rights
- Radio Rights
- Broadband Internet Rights

For the purpose of this Agreement the meaning of the above are as under:

Television Rights means the right to transmit, in the Territories and during the Rights Period:

- (i) The Basic Feed;
- (ii) The Multi Feeds;
- (iii) The Additional Feeds;
- (iv) The Unilateral Coverage, and
- (v) The Audio Feed,

In each case for reception in the Territories on Television Sets only and in the Languages only as the case may be.

Radio Rights means the right to transmit, in the Territories and during the Rights Period, the Audio Feed as part of, and for inclusion in, any audio-only (radio) services or programmes for reception in the Territories by means of conventional home and personal radio receivers only and in the Languages as the case may be.

Radio does not include transmissions through internet or satellite, however, car radios being conventional are included here.¹

Broadband Internet Rights Means the simultaneous digital transmission of BCCI Network programmes by way of any telecommunications system utilizing TCP/IP protocols and/or related protocols and bandwidth suitable, in BCCI's opinion, for high quality, clear and continuous reception of moving sports images and which transmission is intended for reception only by means of a computer, and Television which is directly connected to the Internet, The bidders will be required to employ Geo Blocking and Digital Rights Management technologies to ensure that they deliver these programmes only in there Territory directly to their subscribers. For avoidance of any doubt, transmission over cable system to multi homes is strictly prohibited. Likewise receiving on a mobile telephone is prohibited.

(a) Global Package – all Television (including India Terrestrial rights), Radio and Broadband Internet rights on an exclusive basis to: (i) transmit, exhibit, distribute and exploit, throughout the World and by means of

Terrestrial² Satellite Transmission, Terrestrial Transmission and Cable Transmission and Broadband Internet Transmission for the Broadband internet rights (rights (as the case maybe) only. Any and all audio-only, still and moving image visual-only and audiovisual material, data, and textual material (including, without limitation, the Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events during the Rights Period; and (ii) exploit any and all commercial opportunities (including, without limitation, broadcast sponsorship and commercial airtime opportunities) of any nature whatsoever arising from, and/or in connection with, each such transmission, reception and viewing.

For the avoidance of any doubt, Global Package excludes the Excluded Rights as per clause 5 of this Exhibit A below but includes the India package and International package.

(b) India Package – All rights (composite India package), or Television Rights only, or Broadband Internet rights only, or Radio rights only, on an exclusive basis to: (i) transmit, exhibit, distribute and exploit, in the territory of India only and by means of Satellite Transmission, and Cable Transmission and Broadband Internet Transmission for the Broadband internet rights (as the case may be) only, Any and all audio-only, still and moving image visual-only and audiovisual material, data, and textual material (including, without limitation, the Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events during the Rights Period; and (ii) exploit any and all commercial opportunities (including, without limitation, broadcast sponsorship and commercial airtime opportunities) of any nature whatsoever arising from, and/or in connection with, each such transmission, reception and viewing.

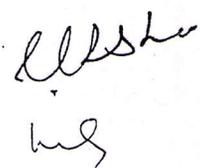
For the avoidance of any doubt, India Package excludes the Excluded Rights as per clause 5 of this Exhibit A below.

(c) International Package – (A) All rights in all international territories, excluding India (composite international bid), or (B) Television rights only or (C) Broadband Internet rights only, or (D) Radio rights only, in respect of specific Territories (as per bid format set out in Schedule 6), in each case on an exclusive basis to: (i) transmit, exhibit, distribute and exploit, in the territory by means of Satellite Transmission, Terrestrial Transmission and Cable Transmission and Broadband Internet Transmission for the Broadband internet rights (as the case may be) only. , Any and all audio-only, still and moving image visual-only and audiovisual material, data, and textual material (including, without limitation, the Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events during the Rights Period; and (ii) exploit any and all commercial opportunities (including, without limitation, broadcast sponsorship and commercial airtime opportunities) of any nature whatsoever arising from, and/or in connection with, each such transmission, reception and viewing.

It is clarified that the India package is excluded for the international package.

For the avoidance of any doubt, International Package excludes the Excluded Rights as per clause 5 of this Exhibit below.

² Added vide clarification issued by Mr. Lalit Modi vide email dated 11th February, 2006.



Television and Broadband Internet Licensees may produce and transmit in their License territory highlights packages from the Feed subject to appropriate credits and copyright acknowledgement to BCCI and its production company to be approved by BCCI. All such packages would require the BCCI bug in the top left hand corner of the screen at all times.³

BCCI proposes to generate Short Messaging Service ("SMS") revenue through various value additions on its Indian feed. It will be BCCI's prerogative to do so on the live feed. During an advertising break if there is any SMS solicitation that would be then accrued to the Media rights holder. However, on the live feed the graphics, statistics, SMS, scrolls would be that of the BCCI.⁴

1.2 BCCI – The Host Broadcaster

BCCI will appoint an independent television production company/agency of repute, as its Production Company and BCCI will be the Host Broadcaster. The Production Company will produce and deliver the Feed with its own anchors, commentators, graphics and statistical inputs in accordance with the provisions set out in Schedule 3. The Production Company will take BCCI's approval in regard to all matters related to production including hiring of Commentators, Anchors, Graphics and Statistical inputs. BCCI Network logo will be inserted on all feeds of BCCI and all Media Rights Licensee's will be required to carry that at all times when transmitting BCCI rights through respective platforms.

2. Permitted Means of Transmission and Territories

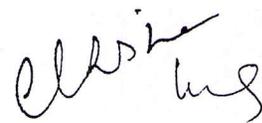
2.1 The Media Rights may be exercised by means of any and all transmission platforms / technologies whether now known or hereafter developed or invented including, without limitation [to be based upon the Package selected]:

- (a) Terrestrial Transmission;
- (b) Satellite Transmission;
- (c) Cable Transmission;
- (d) Broadband Internet Transmission

Satellite Transmission may be made to television sets including handheld or portable sets provided such sets are not a Mobile Device or fall within any of the Excluded Rights. The Licensee can transmit to a handheld television that can be viewed through terrestrial antenna or satellite antenna, however, not through IP or any other protocol whether specified or not.⁵

3. Modes of Exploitation

3.1 The Media Rights (or any part thereof) may be exercised by means of any Free, Pay, Video-on-Demand and Pay-Per-View services, and on a live, delayed and repeat basis.



³ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

⁴ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

⁵ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

Provided the images of the players shall not be available to the Licensee / Sub-Licensee for exploitation.⁶

4. Rights Period and Languages

- 4.1 The Media Rights are granted for exercise on an exclusive basis during the period commencing on the date of signature of this Agreement by BCCI and expiring on the 31st March 2010. In respect of each Territory, the Media Rights may only be exercised in the relevant Languages.

5. Excluded Rights

All rights (whether now existing or created or discovered in the future including DVBH rights) that are not expressly included in the Media Rights (the "Excluded Rights") are unconditionally reserved to BCCI. BCCI intends (but is not obliged) to issue a separate document or separate documents inviting offers to acquire certain Excluded Rights (including, without limitation, the Mobile Rights) for exploitation in the Territories.

Any exploitation of the Excluded Rights by BCCI is not intended to have any material negative impact on the value of the Media Rights granted to any Licensee following the conclusion of the tender process. It is to be taken into account that BCCI may bid out one or all excluded rights on simulcast basis.

The Excluded Rights include, without limitation the following:

(a) Mobile Rights - All rights to transmit, by any means of any transmission media / platform whatsoever (including, without limitation, the Permitted Transmission Media and Mobile Technology), audio-only, still or moving visual-only or audiovisual material, data and/or textual material of, and/or relating to, the Competitions and/or Other BCCI Events (including, without limitation, the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials) for reception on any Mobile Device, and all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and airtime opportunities) arising from, and/or in connection with, each such transmission.

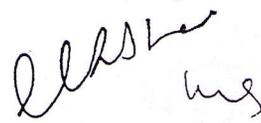
The Licensee shall not transmit signals using mobile telephony protocol, directly or indirectly.⁷

(b) Official Film Rights - All rights to create, produce and/or transmit (in any media whatsoever) any full length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, BCCI or any of the Competitions and/or Other BCCI Events.

(c) Fixed Media Rights - All rights to exhibit, exploit and/or distribute an audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed, Commentary, BCCI Archive Materials and Other Archive Materials) of, and/or relating to, the Competitions and/or the Other BCCI Events (or any part thereof) by means of any

⁶ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

⁷ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.5



magnetic, electronic or digital storage devices including, without limitation, DVD, VHS or CD-Rom.

(d) Public Exhibition Rights - all rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials) of, and/or relating to, any of the Competitions and/or the Other BCCI Events (or any part thereof) for exhibition to an audience by means of any Television Set and/or conventional home and personal radio receiver located anywhere in cinemas, stadia,⁸ construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling, hotels, bars, restaurants and offices;⁹ and all rights to exploit any and all commercial opportunities (including, for example, entrance fees, sponsorship merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, the transmission of such material.

For the avoidance of any doubt, BCCI reserves the right to organize and stage any public exhibition event in any country in the world (including, without limitation, the Territories).

In addition, all rights to transmit and/or exhibit, by means of any media whatsoever (including the Permitted Transmission Media), any audio-only, still or moving visual-only or audiovisual material relating to any of the Competitions or Other BCCI Events (including, without limitation, the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials), whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight entertainment system aboard any aircraft anywhere in the world; and all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition are reserved to BCCI

(e) BCCI Websites - BCCI reserves the right to transmit Highlights of each Match and Ceremony via BCCI Websites, such transmissions being limited to not more than Sixty minutes in duration of Highlights per Match / Ceremony. Such Highlights may only be transmitted via BCCI website after conclusion of each match or ceremony.

In the event of any inconsistency between this clause and clause 9, this clause shall prevail.¹⁰

(f) Third Party News Access – BCCI reserves the right to grant to any third party the license to transmit, by means of any media whatsoever, Highlights for inclusion in any bona fide regional and/or international news service provided that each such transmission is always:

(i) As required by local applicable laws; or

(ii) In the absence of such laws, upon customary terms (being the

⁸ Deleted vide clarification issued by Mr. Lalit Modi vide email dated 11th February, 2006.

⁹ Inserted vide clarification issued by Mr. Lalit Modi vide email dated 11th February, 2006.

¹⁰ Clarified by LKM vide email dated 4th February, 2006.

transmission of footage of up to 90 seconds in duration per Match within 24 hours after the end of the Match in question.

Notwithstanding the foregoing, BCCI intends to work together with the Licensee outside of India to develop a reasonable third party news access strategy in accordance with customary practices in each Territory. All such news channels will be required to carry the BCCI Network Logo on all there retransmission. News Channels in India will contract directly with the BCCI for use of BCCI's footage for their news bulletins.

News syndication rights in the Indian Territory will be done by the BCCI on its own.

The Licensee may use BCCI Archive Materials on making payment for the same as per the rate card which may be decided by BCCI. Such usage by the licensee shall be on purely non-exclusive basis.

6. Distribution Policy

6.1 Overview

The Media Rights must be exercised in accordance with the BCCI'S Distribution Policy outlined below, the primary objective of which is the transmission of audiovisual coverage of the BCCI Events to such extent as will ensure the maximum number of viewers in each Territory and India.

6.2 Minimum Transmission Requirements

6.2.1 The Licensee shall ensure that the following minimum transmission requirements are complied with (to be finalized in line with the package(s) selected).

- (a). International Cricket – Global Package bidders will ensure that ODIs are transmitted live in at least India, the Visiting Nation, and a minimum of three (3) other Licensed Territories, and Test Matches must be transmitted live in at least India, the Visiting Nation, and a minimum of two (2) other Licensed Territories. Bidders for composite International Package must ensure that ODIs must be transmitted live in at least the Visiting Nation, and a minimum of three (3) other Licensed Territories and Test Matches must be transmitted live in at least the Visiting Nation, and a minimum of two (2) other Licensed Territories.
- (b) Domestic Cricket – It is BCCI's objective that live audiovisual coverage of key domestic events be promoted, and hence live coverage of at least 52 days of domestic cricket at a minimum within India territory in Year 1, and 72 days in each of Years 2, 3 and 4 must be ensured. This must be done on all the satellite channels that the licensee will be transmitting the ODIs and Test Matches in the Indian Territory.
- (c) Ceremonies – BCCI will produce, after each international ODI and Test Match, the prize giving ceremony of 5 minutes duration which must be transmitted in each live in each Territory.

6.2.2 The minimum transmission requirements set out above may, however, be waived (whether in full or otherwise) at BCCI's sole discretion.

7. Enhanced and Interactive Services

7.1 BCCI will ensure that the Host Broadcaster provides any and all assistance - including but not limited to technical support and resources - on normal commercial terms and at the cost of the relevant Sub-Licensee to enable enhancement of Audiovisual Coverage by way of interactive and/or enhanced services which provide viewers with the ability of making return path transmissions that enable:

- (a) The selection of the Audiovisual Coverage and/ or factual graphics or information and/ or
- (b) Control over the manner in which the Audiovisual Coverage and/ or such factual graphics or information are presented.

8. Prevention of Overspill and Digital Rights Management Solutions

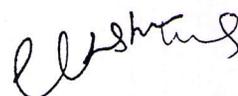
8.1 The Licensee shall ensure that all Satellite Transmissions of the Audiovisual Coverage must be securely encrypted for the purpose of preventing overspill into countries outside of the relevant Licensed Territory. The Licensee shall further ensure that each Sub-Licensee:

- (a) Ensures that no trailer, advertisement or promotion which is made in connection with the relevant Licensed Media Rights will expressly or impliedly represent that any of its transmissions of Audiovisual Coverage is available for reception and viewing outside of the relevant Licensed Territory; and
- (b) Employs and utilizes digital rights management technologies and solutions (including all appropriate content protection devices and access control technologies) in relation to each transmission of the Audiovisual Coverage for the purpose of preventing content piracy.

9. BCCI Websites/ Portal

9.1 BCCI will soon launch its own website incorporating all features pertaining to its activities, schedule of events, profile of players, statistics and many other useful sets of information for discerning cricket fans and also interactive formats. Each Licensee will be required to involve BCCI Websites in connection with the exercise of the Media Rights in each relevant Licensed Territory by each Licensee. The rights granted to all licensee including Television, Radio, and broadband would be available as archive rights 72 hours post the event on the BCCI website. BCCI reserves the right to transmit highlights of the match Post 48 hours on its web site. BCCI intends to market its portal globally. It will in no way impinge on the live rights so granted under this ITT. Each bidder or licensee fully acknowledges that BCCI has informed them that BCCI archival material will be available on the BCCI Portal in the near future.

9.2 The Licensee shall be required and will ensure that each Sub-Licensee shall promote the BCCI Website in connection with the exercise of the relevant Licensed Media Rights in the relevant Licensed Territory.



10. Exercise of the Media Rights

- 10.1 The exercise and enjoyment of the Media Rights is subject to the Broadcaster Guidelines, the Branding Guidelines, and all applicable laws of the relevant Territory including, without limitation, local laws relating to the television and radio coverage of designated events of major importance to society if any.

Alshar *ms*

EXHIBIT B1

Schedule of Bank Guarantees			
Year	Series	Attributes	Amount in Rs
1-Mar-06 to 31-Mar-07	England Domestic WI/SL	11.50 1.75 6.00 19.25	*367,76,71,350
1-Apr-07 to 31-Mar-08	Domestic Australia Pakistan TBD	2.25 8.00 13.50 11.50 35.25	9,602,808,525
1-Apr-08 to 31-Mar-09	Australia England Domestic	5.00 12.50 2.75 20.25	5,516,507,025
1-Apr-09 to 31-Mar-10	Australia Sri Lanka South Africa Domestic	10.00 6.00 6.00 3.25 25.25	6,878,607,525
Total		100	27,242,010,000
612.18 X 44.50 X 1000000			27,242,010,000

* Note: The amount of Bank Guarantee for 1st March 06 to 31st March 07 is arrived at after deducting the payment of Rs.156,64,15,575 made as on the date of signing this Agreement.

Chandra Singh

EXHIBIT B2

FINANCIAL GUARANTEES

FORMAT OF GUARANTEE TO BE ISSUED BY ANY NATIONALIZED BANK OR BANK of GLOBAL REPUTE ACCEPTABLE TO BCCI IN ITS SOLE DISCRETION.

Board of Control for Cricket in India
Brabourne Stadium (North stand)
Veer Nariman Road,
Mumbai – 400020, India

1. In consideration of Nimbus Communications Limited, a company registered under the Companies Act, 1956 and having its principal place of business at Nimbus Centre, Oberoi Complex, Off New Link Road, Andheri, Mumbai 400053 (hereinafter called "Nimbus" which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) having agreed under the terms and conditions of the Agreement dated 27.2.2006, executed with Board of Control for Cricket in India, a society registered under the Tamil Nadu Societies Registration Act and having its and having its headquarters at Brabourne Stadium (North stand) Veer Nariman Road, Mumbai – 400020 (hereinafter called "BCCI" which expression shall unless repugnant to the context or meaning always mean and include its successors in office, executors, administrators, permitted assigns and the like) for grant of License of Media Rights during the Rights Period (hereinafter called "the said contract"), are required to provide Bank Guarantees to "BCCI" as herein provided for _____ (Rupees _____ only) for the due fulfillment by Nimbus of the terms and conditions of the said contract.
2. Nimbus has approached us for issuing the said guarantee and at their request and on receipt of sufficient consideration by us, we, _____ (name of the bank) (constituted and established under.) having our office at _____ (Phone No.: Fax No.:.....) (Hereinafter referred to as "the said bank" which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assigns and the like) have agreed to give such guarantee as hereinafter mentioned.
3. We hereby undertake and agree with BCCI that if any default is committed by Nimbus
 - (a) in performing any of the terms and conditions of the said contract including non payment of any money payable to BCCI and/or,
 - (b) in furnishing a fresh guarantee for Rs. _____ (Rupees _____ only) (Guarantee for 2nd / 3rd / 4th year) from any reputed scheduled bank acceptable to BCCI, 30 days before the expiry of validity of this guarantee, ie. a fresh guarantee to be furnished to BCCI on or before 1st March 2007;

we shall on first claim in writing from BCCI, without any demur, any reservations, contest, recourse or protest and/or without any reference to Nimbus, pay to BCCI a sum not exceeding Rs. _____ (Rupees _____ only), either in full or in part, in such manner as BCCI may direct from time to time. Any such claim made by BCCI

on us shall be final, conclusive and binding notwithstanding any difference or any dispute between BCCI and Nimbus or any other legal proceedings, pending before any Court, tribunal, arbitrator or any other authority.

4. BCCI shall have the full liberty, without reference to us and without affecting this guarantee, to postpone for anytime or from time to time the exercise of any of the powers and/or any rights conferred on BCCI under the said contract, which under the Law relating to the Sureties would but for this provision have the effect of releasing us.
5. The guarantee herein contained shall not be determined or affected by the liquidation or winding up or dissolution or change(s) in constitution of Nimbus but shall for all purposes binding and operative until payment of all money due to BCCI in respect of the said contract are paid.
6. This guarantee shall be irrevocable and shall remain valid up to 31st March 2007 / 31st March 2008 / 31st March 2009 / 31st March 2010 with a claim period of ONE months up to 30th April, 2007 / 30th April, 2008 / 30th April, 2009 / 30th April, 2010 (as the case may be).
7. Notwithstanding anything contained hereinabove:
 - a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)
 - b) This Guarantee shall remain in force up to and including 30th April, 2007 / 30th April, 2008 / 30th April, 2009 / 30th April, 2010 (as the case may be) (including claim period of one month)
 - c) Unless the demand/claim under this guarantee is served upon us in writing before 30th April, 2007 / 30th April, 2008 / 30th April, 2009 / 30th April, 2010 (as the case may be) all the rights of BCCI under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.
8. A demand for payment under this guarantee shall be deemed to have been sufficiently made if a claim in writing is sent by post or by fax or hand delivered to us at the address/fax number indicated in this guarantee.

Dated the _____ day of _____ 200

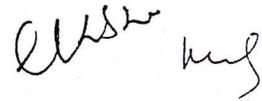


EXHIBIT C
BCCI EVENTS

1. International Cricket - Test Matches & ODIs

	Year	Months	Visiting Team	Matches	
				Tests	ODI
1	2006	Mar / Apr	England	3	7
2	2007	Jan / Feb	West Indies / Sri Lanka		7
3	2007	Oct	Australia		7
4	2007	Nov / Dec	Pakistan	3	7
5	2008	Jan / Feb	TBD	3	5
6	2008	October	Australia	4	
7	2009	Mar / Apr	England	3	7
8	2009	Oct	Australia		5
9	2009	Nov / Dec	Sri Lanka	3	5
10	2010	Feb / Mar	South Africa	3	5
				22	55

Note: Dates and venues are subject to final written confirmation from BCCI. For the avoidance of any doubt, this Schedule of BCCI Events is indicative only.

With respect to those teams listed above as TBD, BCCI cannot confirm which team(s) these Events will feature except that it is the intention of BCCI to make reasonable efforts to procure that such team(s) are from Test playing nations.¹¹

No other international events (excluding ICC, ACC etc. events) are presently scheduled by the BCCI in the period March 2006 to March 2010. Accordingly BCCI is not currently in a position to offer rights to events outside of the events listed in Schedule 2 (A). Any event outside of India (shouldn't it be "outside of such events") will have a separate bid.¹²

20/20 matches are not included and BCCI will invite bids in the event that any 20/20 matches are played.¹³

The three day practice game in Baroda will be live telecast and the Licensee / Sub-Licensee shall be required to carry out the same.¹⁴

2. DOMESTIC CRICKET

BCCI - Domestic Cricket Every Year

RANJI TROPHY ELITE GROUP		
SR.NO.	Game	Total Match

¹¹ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

¹² Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

¹³ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

¹⁴ Clarified by Mr. Lalit Modi vide email dated 12th February, 2006.

[Handwritten signature]

		days
1	7 x League games (4 day games)	28
2	2 x Semi Finals (5 day game)	10
3	Final Only (5 day game)	5

RANJI TROPHY One Day TOURNAMENT		
SR.NO.	Game	
1	5 x one day games	5

IRANI TROPHY		
SR.NO.	Game	
1	Ranji Winner v ROI (5 day game)	5

CHALLENGER TROPHY		
SR.NO.	Game	
1	4 x One day games	4

DULEEP TROPHY FINAL		
SR.NO.	Game	
1	1 x Final	5

DEODAR TROPHY		
SR. NO.	Game	
1	10 x ODI between 5 Zones	10
Total Days		72

Note: Dates and venues are subject to final written confirmation from BCCI.

If the Licensee of any or all of the Media Rights wishes to exhibit/exploit more matches from the tournaments listed above, such bidder(s) may do so without any additional rights fee. However, such bidder(s) will be solely responsible for the associated costs of production, up linking and related costs.¹⁵

Domestic cricket television coverage as listed above will be provided by BCCI as part of the Global and International packages through the BCCI's production company at venue.¹⁶

20/20 matches are not included and BCCI will invite bids in the event that any 20/20 matches are played.¹⁷

¹⁵ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

¹⁶ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

BCCI may launch a domestic league in the future which would be a different package and for which separate bid would be invited.¹⁸

*by
Lalit Modi*

¹⁷ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

¹⁸ Clarified by Mr. Lalit Modi vide email dated 4th February, 2006.

EXHIBIT D

SCHEDULE OF CONDITIONS

1. Feed, Unilateral Coverage and Technical Facilities

1.2 The Host Broadcaster will produce the Feed and deliver the feed of each Match and Ceremony at venue or such other point(s) of delivery as BCCI may, from time to time, determine.

1.3 The Licensee will arrange for the Feed to be up-linked from each Venue to a satellite that is visible at major international telecommunications gateways, including London BT Tower, and shall procure that the Licensee will be required to take delivery of the Feed. The Licensee may broadcast the Audiovisual Coverage (the Feed including International Commentary produced by the Host Broadcaster), or may add, at their option, Unilateral Coverage and Unilateral Commentary, in each case utilizing the broadcast facilities and services infrastructure (subject to applicable rate cards) established by Host Broadcaster in relation to each BCCI Event.

1.4 Subject always to such rules and guidelines as may be published by BCCI from time to time (including, without limitation, the Broadcaster Guidelines), each Sub-Licensee appointed by the Licensee may, subject to BCCI's prior written approval, be granted access to each Venue for the purpose of exercising the Media Rights and performing its obligations under the relevant Media Rights Agreement (including, without limitation, production of Unilateral Coverage and Unilateral Commentary).

1.1 The Licensee, and/or Sub-Licensees appointed by such Licensee, shall solely bear all costs and expenses:

(a) Incurred in the collection and retransmission of the Audiovisual Coverage from Venue including, without limitation, all charges for earth station services, and uplink from Venue, satellite space, and downlink at international gateways

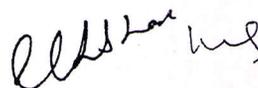
(b) Of production facilities and services provided by the Host Broadcaster to the Licensee (in respect of production of Unilateral Coverage and /or Unilateral Commentary, and in accordance with applicable rate cards) including, without limitation, commentary booths and positions, unilateral control rooms, traffic and routing co-ordination services and personnel; and

(c) Any other activities undertaken by, or required of, the Licensee pursuant to its Media Rights Agreement.

2. Use of Feed

In relation to the exercise of the Media Rights (or any part thereof), the Licensee shall procure that the Licensee must not use or exploit, nor permit to be used or exploited

(a) Any still or moving video images or audio sound contained in the Audiovisual Coverage, or any other still or moving video images or



audio sound of, or associated with, any of the Matches or Ceremonies including, without limitation, any still picture, graphical image or audio sound derived there from, or

- (b) Broadcast sponsorship opportunities, commercial airtime opportunities or on-screen timing and replay graphic sponsorship opportunities, in each case during or around the transmission of Audiovisual Coverage of any Match or Ceremony:
 - i. In any advertisement in any medium whatsoever marketing and/or promoting any goods and/or services; or
 - ii. As any form of express or implied endorsement of any products or services by BCCI, other than as expressly permitted by BCCI in writing.
- (c) Fully comply with the minimum transmission requirements.

3. Overspill and Protection of Mobile and other excluded Rights.

3.1 The Licensee must:

(a) Employ all commercially and technically available means to BCCI's satisfaction to ensure that its transmissions of Audiovisual Coverage are not capable of reception on Mobile Devices

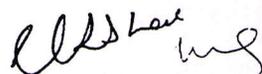
(b) Ensure that no trailer, advertisement or promotion which is made available by, or on behalf of, or with the authority of, the Licensee will expressly or impliedly represent that any of its transmissions of Audiovisual Coverage is available for reception on Mobile Devices.

3.2 The Licensee shall, at its own cost and expense, comply with all requests from BCCI in relation to any overspill and piracy issues including, without limitation, providing all assistance required by BCCI in any proceedings relating to the same and/or by responding diligently to any requests by BCCI to institute further measures to protect against overspill and piracy.

3.3 Notwithstanding Paragraphs 3.1 and 3.2 above, BCCI will not be in breach of any Media Rights Agreement if transmissions of the Audiovisual Coverage and any other audio-only and audiovisual material relating to the BCCI Events by other BCCI broadcast licensees, which originate outside the Territories are received within the Territories.

4. BCCI Branding and Promotion

The Licensee shall ensure and use the full official title of each BCCI Event, and BCCI Event Marks, including BCCI logo on top left hand side of the television screen at all times during the broadcast of the BCCI rights/feed in live, taped or delayed transmission, as directed by BCCI in all transmissions of Audiovisual Coverage (and in all advertising and promotion of such transmissions) and shall not use any other title, marks or representations in relation to the BCCI Events without BCCI's prior written consent (such consent not to be unreasonably withheld). The licensee shall ensure BCCI LOGO on the left hand side of the television screen at all times during the broadcast the BCCI rights/feed in live, taped or delayed transmission, as



directed by BCCI in all transmissions of Audiovisual Coverage (and in all advertising and promotion of such transmissions) but the same shall be subject to prevailing broadcasting guidelines and all and every law of the relevant territory.

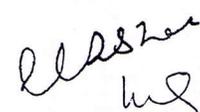
The Licensee shall, subject always to the Broadcaster Guidelines and Branding Guidelines provide the following promotional support to the BCCI Events:

- (a) Transmission of pre-event trailers within the relevant Licensed Territories for the purpose of advertising and promoting the Licensee's forthcoming live transmissions of the Audiovisual Coverage, such trailers to be developed and produced by the Licensee at its own cost and in full consultation with BCCI; and
- (b) Promotion of BCCI's official website by means of on-screen inserts / credits of not less than 5 seconds in duration and of a size to be determined by BCCI during live transmissions of Audiovisual Coverage of each BCCI Event On the International Feed in each territory. The number of insertions required to be inserted by each international broadcaster (as per international Package outside of India) will be 3 per hour of live transmission whilst the match is on on the live feed. For clarity purposes this must be whilst the overs are being bowled. The BCCI Confirms that the feed shall be free of all commercial enhancements, including without limitation all sponsorship and advertising except scrolling solicitations for Sms and BCCI's web site/ portal (India Feed only). BCCI through its production company will insert these directly on to the feed. The Licensee of the Indian rights will not be allowed to have scrolls and also solicit any sms whilst the live match is on. For clarity purposes it means when the overs¹⁹ are being bowled. This will be the exclusive property of the BCCI. On the India feed also BCCI will not sell any advertising to any advertiser in the scrolls. It is clarified that the same would be done only promote it web site and solicit Sms which off course will be revenue generating for the BCCI exclusively.

The Licensee shall be required to insert in their Feed minimum 5 insertions per day highlighting the BCCI website. The Licensee may also be required to, in future, to provide the BCCI web address alongwith the BCCI logo on the top left hand corner of the screen. The Licensee shall not be entitled to charge any consideration for the same.

- (c) Upon receipt of a list of BCCI'S sponsors (ground, title, co sponsors, series sponsors, Apparel licensee, Team sponsors, pouring rights etc collectively known as BCCI Sponsors (this is not a full list and will be modified from time to time), such list to be provided to Licensee or licensee by BCCI no later than 1st of may each year and 1st of December of each year if any modifications, during the period of grant, the Licensee or Licensee will provide to the BCCI Sponsors a right of exclusive first negotiation for a period of two weeks to buy advertising or be a broadcast sponsor on terms and conditions laid down by the Licensee or Licensee from time to time.

5. Trademark Protection



¹⁹ Substituted vide clarification issued by Mr. Lalit Modi vide email dated 11th February, 2006.

- (a) The Licensee shall comply with BCCI's rules and guidelines relating to copyright notices and/or trade mark legends published from time to time which shall include, without limitation, obligations to utilize any appropriate copyright notices and/or trade mark legends.
- (b) Other than as expressly permitted by BCCI, the Licensee shall not, whether during or after the Rights Period, use and/or adopt any name, mark or other indicia which, in BCCI's reasonable opinion:
 - i. Identifies with BCCI, any of its affiliates or any Cricket competition or event organized by or under the auspices of BCCI; or
 - ii. Associates the Licensee and/or any of its products or services with BCCI, any of BCCI's affiliates or any Cricket competition or event organized by or under the auspices of BCCI.
- (a) Other than as expressly permitted by BCCI, the Licensee shall not, Whether during or after the Rights Period:
 - i. Adopt, use or reproduce in any media whatsoever (including, without limitation, as any Internet domain name), or apply for trademark registration in respect of, any of the BCCI Marks, BCCI Event Marks or legal names that are owned, controlled or used by BCCI or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organized by, or under the auspices of, BCCI), or any symbol, emblem, logo, mark or designation which, in BCCI's reasonable opinion, is similar to, or is a derivation or colorable imitation of, any of the BCCI Marks, BCCI Event Marks or such legal names; and
 - ii. Whether directly or indirectly, do, nor permit to be done, any act which would, or may, invalidate or challenge the trademark registration (including applications therefore) of, or invalidate, challenge or dilute BCCI's right, title and interest to, any of the BCCI Marks, BCCI Event Marks or legal names that are owned, controlled or used by BCCI or any of its affiliates (including, without limitation, the official name(s), emblem(s) or trophies of any competition or event organized by, or under the auspices of, BCCI).

6. Intellectual Property

- (a) All Intellectual Property (including, without limitation, copyright) that subsists in the Feed (including transmissions and recordings thereof by the Licensee) shall be owned by BCCI for the full term of copyright.
- (b) The Excluded Rights and any other rights not included within the Media Rights are expressly and unconditionally reserved to BCCI for its own unrestricted use, exploitation and benefit, and Licensees shall not, and shall not permit any person to, assert, represent or claim that they have any right, title or interest whatsoever to any of the same other than the limited license granted pursuant to a Media Rights Agreement.

7. News Access

The Licensee shall grant to third parties the non-exclusive sub-licence to transmit, in the Licensed Territory and in any of the relevant Languages, excerpts and/or extracts of such Licensee's transmissions of the Audiovisual Coverage solely for the purpose of bona fide news coverage provided always that the exercise of such sub-licence by each such third party:

- (a) Shall be as required by local laws applicable to the relevant Licensed Territory; or
- (b) In the absence of such laws, upon customary terms applicable to the relevant Licensed Territory.

For the avoidance of any doubt, the Licensee shall not authorize or permit broadcast sponsorship or other commercial association in relation to any such third party news coverage.

8 General Obligations

- (a) The Licensee must ensure that the Licensed Media Rights (including, without limitation, the transmission of the Audiovisual Coverage) are exercised in full compliance with all applicable laws and regulations of the relevant Licensed Territory including, without limitation, local laws relating to the television and radio coverage of designated events of major importance to society (if any). The Licensee must further ensure that all applicable authorization, licenses, permits waivers and clearances necessary for the lawful exercise of the Licensed Media Rights in the Licensed Territory are obtained and maintained throughout the duration of the Rights Period.
- (b) In exercising and enjoying the Licensed Media Rights, the Licensee shall not do, nor permit to be done, anything that prejudices, or may prejudice, BCCI and/or its interests, the sport of Cricket, and/or the BCCI Events.
- (c) The Licensee will receive 20 VIP tickets for each Match for use by itself, in the main pavilion of the Venue, free of cost and the Licensee will have an option to purchase an additional 50 VIP tickets at face value together with a box for 20 people for each day of each Match, such option to purchase to be exercised at least 15 days prior to the date of each Match by giving a written communication to the BCCI.
- (d) The BCCI shall not be bound to but will endeavour to make available to the Licensee at no cost all contracted players for one function organized and paid for by the Licensee for each Test Match, One Day International and other international event during the Rights Period and one other function in each domestic season during the Rights Period.

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EXHIBIT "E"

BOARD OF CONTROL FOR CRICKET IN INDIA ('BCCI')



INVITATION TO TENDER

FOR

GLOBAL MEDIA RIGHTS

1st MARCH 2006 TO 31st MARCH 2010

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*Also see
high*

INTRODUCTION – This Tender is for all Cricket Matches played in India and controlled exclusively by the BCCI.

1. THE BCCI EVENTS

2.1 Introduction

2.2 International Cricket - Test Matches and ODIs

See Schedule 2 (a)

2.3 Domestic Cricket

See Schedule 2 (b)

2.4 Excluded Events

All Other International Cricket Events (e.g.: ICC events, ACC events, etc) taking place in India during the Rights Period that are not owned by BCCI exclusively are hereby excluded from this Invitation to tender.

2. INVITATION TO TENDER

The Board of Control For Cricket in India, a society registered under the Tamil Nadu Societies Registration Act and having its headquarters at Brabourne Stadium (North stand) Veer Nariman Road, Mumbai - 400020 (hereinafter referred to as the "BCCI"), hereby invites tenders from reputed companies of national / international standing to acquire the Media Rights (as defined in clause 4.1) for exercise in the Territories during the Rights Period (1st March 2006 to 31st March 2010). This Invitation to Tender (the "ITT") relates to the events set out in clause 2 above, each of which is owned and controlled by BCCI exclusively.

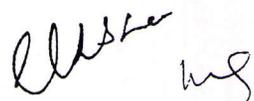
3.1 Purpose of ITT

BCCI is inviting the submission of Bids, in accordance with the terms and conditions of this ITT, to acquire the Media Rights for exercise in the Territories during the Rights Period (1st March 2006 to 31st March 2010).

3.2 Bid Objectives

To assist Bidders in understanding BCCI's requirements, each Bid must be aimed at, amongst the other aims set out in this ITT, achieving the following (non-exhaustive and non-prioritized) objectives:

(a) Ensuring the widest coverage and the widest possible audience for the BCCI Events;



(b) Maximizing and enhancing exposure wherever possible for each of the official sponsors of the BCCI Events; and

(c) Increasing and enhancing exposure for the BCCI brand, and the BCCI Events as a whole,

Making sure that the objectives are carried out by bidders who are able to exploit their expertise and local knowledge of Indian cricket to achieve maximum synergies across India and international markets for the stated objectives.

3.3 Eligibility to Bid

For the purpose of this ITT, only entities (which expression includes Bidder and/or its parent or subsidiary company) which satisfy the following requirements as on 31st December 2005 are eligible to participate in this tender process and to submit Bids:

3.3.1 Area of Business:

- a. **Broadcaster** – Means any entity, which is primarily in the business of broadcasting and/or transmitting in accordance with the laws of, the Territories (or any part thereof) as on date of issuance of this ITT. Any Television (who has broadcast live sports) and or radio services(s), channels and or programming for reception by the general public (whether on a Free or Pay basis) on Television sets and/ or conventional home/ personal radio receivers in the Territories (or any part thereof), but excluding any entity which merely facilitates such broadcasts or transmissions (including for example cable operators and satellite operators). For avoidance of any doubt, any determination made by BCCI in this respect shall be final and binding on all bidders
- b. **Marketing Agencies** - means a Bidder or its parent or subsidiary company, engaged in the business of distributing and/or licensing any television rights of international or domestic sports events.
- c. **Broadband Internet Companies** – means any entity or its parent or subsidiary company which has the required infrastructure to provide the simultaneous digital transmission of BCCI Network programmes by way of any telecommunications system utilizing TCP/IP protocols and/or related protocols and bandwidth suitable, in BCCI's reasonable opinion, for high quality, clear and continuous reception of moving sports images and which transmission is intended for reception only by means of a computer, and Television which is directly connected to the Internet,.

IT is further clarified that Bidder under the clause a, c above who qualify as Radio and Broadband Internet companies, can only bid for rights pertaining to them. i.e. Radio qualifier can bid for only Radio rights and Broadband Internet Company only for Broadband Internet rights.

Television Broadcasters or Marketing Agencies may bid for all Media Rights.



3.3.2 Bidder's financial standing

- a. Net Worth of the Bidder must not be less than Rs 200 crores as on 31st December 2005, or annual turnover must be in excess of Rs. 1000 Crores. For the purpose of this ITT, "Net Worth" means the sum total of the paid-up capital and free reserves. The Bidder must submit a Net Worth Certificate, duly certified by a Chartered Accountant along with the Bid documents. In assessing the Net Worth of the Bidder, the paid-up capital of the parent company or holding company may be aggregated for this purpose. For the avoidance of doubt, the parent company or holding company must own more than 50% of the issued share capital of Bidder. This is applicable for an entity bidding for a Global Package only. Other bidders will be as per chart below, where NW stands for Net Worth and TO stands for Turnover and cr stands for Crores of rupees. For International bidders they must provide the data for this converted in rupees based upon 1 US \$ is equivalent to 44.5 rupees.

In case a bidder, bids for multiple rights or multiple territories then the net worth and turnover criteria will be a sum of the territories. For example if the same bidder bid for Indian Radio Rights as defined in clause 4.1(b) and also bid for Radio Rights part of International package as defined in clause 4.1(c) for 1 territory (say Sub continent as defined in schedule 6 then his Net Worth should be 10+ 5 = 15 crores or his turnover should be in excess of Rs 50 +25 Cr = 75 crores. Please refer to chart below to calculate the same. For avoidance of any doubt any determination made by BCCI in case of a dispute will be full and final and deemed to be accepted by the bidders. Consortium bid will be allowed only for Global Package.

NET WORTH CRITERIA REQUIRED FOR EACH TERRITORY.

Territory	Composite Rights	All TV	Radio	Broadband Internet
Global	200cr – NW 1000cr – TO	N.A	N.A	N.A
India	150 cr – NW 750 cr - TO	130 cr NW 650 cr TO	10 cr NW 50 cr TO	15 cr NW 75 cr TO
International	100 cr – NW 500 cr - TO	70 cr NW 350 cr TO	10 cr NW 50 cr TO	25 cr Nw 125 cr TO
Uk, Ireland, Scotland	25 cr NW 125 cr TO	20 cr NW 100 cr TO	5 cr Nw 25 cr To	10 cr NW 50 cr TO

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USA	25 cr NW 125 cr TO	20 cr NW 100 cr TO	5 cr Nw 25 cr To	10 cr NW 50 cr TO
Australia	25 cr NW 125 cr TO	20 cr NW 100 cr TO	5 cr Nw 25 cr To	10 cr NW 50 cr TO
Sub Continent	25 cr NW 125 cr TO	20 cr NW 100 cr TO	5 cr Nw 25 cr To	10 cr NW 50 cr TO
Middle East	10 cr NW 50 cr TO	8 cr NW 40 cr TO	2 cr NW 10 cr TO	2 cr NW 10 cr TO
South Africa	10 cr NW 50 cr TO	8 cr NW 40 cr TO	2 cr NW 10 cr TO	2 cr NW 10 cr TO
Rest of Europe	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
Rest of Africa	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
New Zealand	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
Caribbean	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
Canada	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
South America	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
Hong Kong	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
Singapore	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
Malaysia	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO
Rest Of Asia	5 cr NW 25 cr TO	2 cr NW 10 cr TO	1 Cr NW 5 cr TO	2 cr NW 10 cr TO

b. Consortium Bids – Consortia, joint ventures (whether incorporated or unincorporated) or joint bidders (each a “Consortium”) may submit a Bid (“Consortium Bid(s)”), provided that:

- i) Each member of the Consortium satisfies the criteria for Bidders set out in this ITT (including, without limitation, the other provisions of this clause 3.3) and the Tender Letter;
- ii) Each member of the Consortium is jointly and severally liable for the acts of each other member in relation to its Bid(s); and
- iii) The Consortium fully describes the relevant terms of its Consortium arrangement in its Bid including, without limitation, any division or allocation of the Territories, the Media Rights or any transmissions of programming relating to the BCCI Events.

Each member of any Consortium may also submit a separate Bid on its own behalf. For the avoidance of doubt, BCCI reserves the right, if it determines appropriate in the circumstances, to enter into

direct arrangements with individual members of any Consortium. Consortium bids will be allowed only for the Global package.

- c. If a bidder has entered into an agreement for a joint venture (whether incorporated or yet to be incorporated), which joint venture shall exploit all or part of the Media Rights either as a Licensee or Marketing Agency or any other capacity, the bidder is required to disclose in the Bid all material details of the joint venture agreement (failure to do so will render the bidder liable to be disqualified and the Financial bid of such bidder will not be considered) OR if the parties are bidding together then the provisions of clause 3.3.2.b shall apply.

3.3.3. Summary Rejection

It is expressly made clear that purchase of the invitation to tender by any entity which does not satisfy any of the eligibility requirements set out herein shall not amount to waiver thereof by BCCI and no right whatsoever shall flow to any such entity by virtue of the same. Any Bid submitted by an entity, which fails to satisfy the eligibility requirements set out in this clause 3.3, shall be automatically rejected.

4. MEDIA RIGHTS

4.1 Overview

The "Media Rights" comprise only of the following rights:

- Television Rights
- Radio Rights
- Broadband Internet Rights

For the purpose of this ITT the meaning of the above are as:

Television Rights means the right to transmit, in the Territories and during the Rights Period:

- (i) The Basic Feed;
- (ii) The Multi Feeds;
- (iii) The Additional Feeds;
- (iv) The Unilateral Coverage, and
- (v) The Audio Feed,

In each case for reception in the Territories on Television Sets only and in the Languages only as the case may be.

Radio Rights means the right to transmit, in the Territories and during the Rights Period, the Audio Feed as part of, and for inclusion in, any audio-only (radio) services or programmes for reception in the Territories by

means of conventional home and personal radio receivers only and in the Languages as the case may be.

Broadband Internet Rights Means the simultaneous digital transmission of BCCI Network programmes by way of any telecommunications system utilizing TCP/IP protocols and/or related protocols and bandwidth suitable, in BCCI's opinion, for high quality, clear and continuous reception of moving sports images and which transmission is intended for reception only by means of a computer, and Television which is directly connected to the Internet, The bidders will be required to employ Geo Blocking and Digital Rights Management technologies to ensure that they deliver these programmes only in their Territory directly to their subscribers. For avoidance of any doubt, transmission over cable system to multi homes is strictly prohibited. Likewise receiving on a mobile telephone is prohibited.

The Bidders can therefore bid for the following Packages:

(a) Global Package – all Television (Including India Terrestrial Rights), Radio and Broadband Internet rights on an exclusive basis to: (i) transmit, exhibit, distribute and exploit, throughout the World and by means of Satellite Transmission, Terrestrial Transmission and Cable Transmission and Broadband Internet Transmission for the Broadband internet rights (as the case maybe) only. Any and all audio-only, still and moving image visual-only and audiovisual material, data, and textual material (including, without limitation, the Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events during the Rights Period; and (ii) exploit any and all commercial opportunities (including, without limitation, broadcast sponsorship and commercial airtime opportunities) of any nature whatsoever arising from, and/or in connection with, each such transmission, reception and viewing.

For the avoidance of any doubt, Global Package excludes the Excluded Rights as per clause 4.7 below but includes the India package and International package.

(b) India Package – All rights (composite India package), or Television Rights only, or Broadband Internet rights only, or Radio rights only, on an exclusive basis to: (i) transmit, exhibit, distribute and exploit, in the territory of India only and by means of Satellite Transmission, and Cable Transmission and Broadband Internet Transmission for the Broadband internet rights (as the case may be) only, Any and all audio-only, still and moving image visual-only and audiovisual material, data, and textual material (including, without limitation, the Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events during the Rights Period; and (ii) exploit any and all commercial opportunities (including, without limitation, broadcast sponsorship and commercial airtime opportunities) of any nature whatsoever arising from, and/or in connection with, each such transmission, reception and viewing.

For the avoidance of any doubt, India Package excludes the Excluded Rights as per clause 4.7 below.

(c) International Package – (A) All rights in all international territories, excluding India (composite international bid), or (B) Television rights only or (C) Broadband Internet rights only, or (D) Radio rights only, in respect of specific Territories (as per bid format set out in Schedule 6), in each case on an exclusive basis to: (i) transmit, exhibit, distribute and exploit, in the territory by means of Satellite Transmission, Terrestrial Transmission and Cable Transmission and Broadband

Internet Transmission for the Broadband internet rights (as the case may be) only. Any and all audio-only, still and moving image visual-only and audiovisual material, data, and textual material (including, without limitation, the Feed and Unilateral Coverage) of, and/or relating to, the BCCI Events during the Rights Period; and (ii) exploit any and all commercial opportunities (including, without limitation, broadcast sponsorship and commercial airtime opportunities) of any nature whatsoever arising from, and/or in connection with, each such transmission, reception and viewing.

It is clarified that the India package is excluded for the international package.

For the avoidance of any doubt, International Package excludes the Excluded Rights as per clause 4.7 below.

Bidders may bid for the International Package with a Composite offer. If a bidder wishes to bid for individual Territory or Territories such bidders are required to make offers for whichever individual Media Rights they are interested in i.e. All TV, Radio and Broadband Internet and may also in addition make an offer for Composite Rights for the Territory or Territories.

For the avoidance of any doubt, each Bidder may, subject to meeting tender requirements, submit a Bid in respect of any or all of the above Packages.

4.2 BCCI – The Host Broadcaster

BCCI will appoint an independent television production company/agency of repute, as its Production Company and BCCI will be the Host Broadcaster. The Production Company will produce and deliver the Feed with its own anchors, commentators, graphics and statistical inputs in accordance with the provisions set out in Schedule 3. The Production Company will take BCCI's approval in regard to all matters related to production including hiring of Commentators, Anchors, Graphics and Statistical inputs. BCCI Network logo will be inserted on all feeds of BCCI and all Media Rights Licensee's will be required to carry that at all times when transmitting BCCI rights through respective platforms.

4.3 Permitted Means of Transmission

For the purpose of this ITT, "any and all transmission platforms and/or technologies now known as referred to in clause 4.1 are:

- (a) Terrestrial Transmission;
- (b) Satellite Transmission;
- (c) Cable Transmission;
- (d) Broadband Internet Transmission




Each Licensee will be required to set out details of permitted means of transmission in the Exploitation Plan as outlined in clause 5.5.

4.4 Modes of Exploitation

The Media Rights (or any part thereof) may be exercised by means of any Free, Pay, Video-on-Demand and Pay-Per-View services, and on a live, delayed and repeat basis.

4.5 Rights Period

The Media Rights are to be granted for exercise on an exclusive basis during the period commencing on the later of 1st March 2006 and the date of signature of the Media Rights Agreement by BCCI and expiring on 31st March 2010.

4.6 Languages

In respect of each Licensed Territory, the Media Rights may be exercised in English and in the local languages of such Licensed Territory.

4.7 Excluded Rights

All rights (whether now existing or created or discovered in the future) that are not expressly included in the Media Rights (the "Excluded Rights") are unconditionally reserved to BCCI. Bidders should note that BCCI intends (but is not obliged) to issue a separate document or separate documents inviting offers to acquire certain Excluded Rights (including, without limitation, the Mobile Rights) for exploitation in the Territories.

Bidders should further note that any exploitation of the Excluded Rights by BCCI is not intended to have any material negative impact on the value of the Media Rights granted to any Licensee following the conclusion of the tender process. The Bidders should take into account while putting a financial Bid that BCCI may bid out one or all excluded rights on simulcast basis.

The Excluded Rights include, without limitation the following:

(a) Mobile Rights - All rights to transmit, by any means of any transmission media / platform whatsoever (including, without limitation, the Permitted Transmission Media and Mobile Technology), audio-only, still or moving visual-only or audiovisual material, data and/or textual material of, and/or relating to, the Competitions and/or Other BCCI Events (including, without limitation, the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials) for reception on any Mobile Device, and all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and airtime opportunities) arising from, and/or in connection with, each such transmission.

(b) Official Film Rights - All rights to create, produce and/or transmit (in any media whatsoever) any full length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, BCCI or any of the Competitions and/or Other BCCI Events.



(c) Fixed Media Rights - All rights to exhibit, exploit and/or distribute an audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed, Commentary, BCCI Archive Materials and Other Archive Materials) of, and/or relating to, the Competitions and/or the Other BCCI Events (or any part thereof) by means of any magnetic, electronic or digital storage devices including, without limitation, DVD, VHS or CD-Rom.

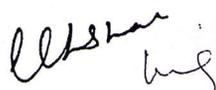
(d) Public Exhibition Rights - All rights to transmit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material, data and/or textual material (including the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials) of, and/or relating to, any of the Competitions and/or the Other BCCI Events (or any part thereof) for exhibition to an audience by means of any Television Set and/or conventional home and personal radio receiver located anywhere in cinemas, stadia, offices, construction sites, oil rigs, water borne vessels, buses, trains, armed services establishments, educational establishments, hospitals and any other place other than a private dwelling; and all rights to exploit any and all commercial opportunities (including, for example, entrance fees, sponsorship merchandising, broadcast sponsorship and supplier opportunities) arising from, and/or in connection with, the transmission of such material.

For the avoidance of any doubt, BCCI reserves the right to organize and stage any public exhibition event in any country in the world (including, without limitation, the Territories).

In addition, all rights to transmit and/or exhibit, by means of any media whatsoever (including the Permitted Transmission Media), any audio-only, still or moving visual-only or audiovisual material relating to any of the Competitions or Other BCCI Events (including, without limitation, the Basic Feed, Multi Feeds, Additional Feeds, Unilateral Coverage, Audio Feed BCCI Archive Materials and Other Archive Materials), whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight entertainment system aboard any aircraft anywhere in the world; and all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from,

And/or in connection with, each such transmission and exhibition are reserved to BCCI

- (b) BCCI Websites - BCCI reserves the right to transmit Highlights of each Match and Ceremony via BCCI Websites, such transmissions being limited to not more than Sixty minutes in duration of Highlights per Match / Ceremony. Such Highlights may only be transmitted via BCCI website after conclusion of each match or ceremony.
- (c) Third Party News Access – BCCI reserves the right to grant to any third party the license to transmit, by means of any media whatsoever, Highlights for inclusion in any bona fide regional and/or international news service provided that each such transmission is always:



(i) As required by local applicable laws; or

(ii) In the absence of such laws, upon customary terms (being the transmission of footage of up to 90 seconds in duration per Match within 24 hours after the end of the Match in question.

Notwithstanding the foregoing, BCCI intends to work together with the successful Bidder outside of India to develop a reasonable third party news access strategy in accordance with customary practices in each Territory. All such news channels will be required to carry the BCCI Network Logo on all their retransmission. News Channels in India will contract directly with the BCCI for use of BCCI's footage for their news bulletins.

News syndication rights in the Indian Territory will be done by the BCCI on its own.

5. DISTRIBUTION POLICY

5.1 Overview

The Media Rights must be exercised in accordance with the BCCI'S Distribution Policy outlined below, the primary objective of which is the transmission of audiovisual coverage of the BCCI Events to such extent as will ensure the maximum number of viewers in each Territory and India.

5.2 Minimum Transmission Requirements.

- (a). International Cricket – Global Package bidders must ensure that ODIs must be transmitted live in at least India, the Visiting Nation, and a minimum of three (3) other Licensed Territories, and Test Matches must be transmitted live in at least India, the Visiting Nation, and a minimum of two (2) other Licensed Territories All Practice games in India with the visiting Team will also be needed to be carried live as and when made available by BCCI. Global package and India package bidders must comply with applicable Government of India regulations with respect to sharing of rights with terrestrial free television in India.
- (b) Domestic Cricket – It is BCCI's objective that live audiovisual coverage of key domestic events be promoted, and hence live coverage of at least 52 days of domestic cricket at a minimum within India territory in Year 1, and 72 days in each of Years 2, 3 and 4 must be ensured. This shall be applicable to bidders of India Package. This will be carried live on the Satellite channel broadcasting the International Cricket rights.
- (c) Bidders for composite International Package must ensure that ODIs must be transmitted live in at least the Visiting Nation, and a minimum of three (3) other Licensed Territories, and Test Matches must be transmitted live in at least the Visiting Nation, and a minimum of two (2) other Licensed Territories.
- (d) Ceremonies – BCCI will produce, after each international ODI and Test Match, the prize giving ceremony of 5 minutes duration which must

be transmitted in live in each Territory. If there are opening and closing ceremonies for BCCI events they will be carried live by the licensee without any interruptions of any manner.

The minimum transmission requirements set out above may, however, be waived (whether in full or otherwise) at BCCI's sole discretion.

(e) Enhanced and Interactive Coverage –

Any and all interactive television services that are to be launched by any Licensee in connection with the exercise of its Licensed Media Rights (or any part thereof), whether as part of any enhanced coverage or otherwise, are subject to BCCI's written approval prior to the launch of the relevant service. In this context, "interactive services" means any Electronic communication or transmission system, which provides viewers with the ability of making return path transmissions that enable:

(a) The selection of the Audiovisual Coverage and/or factual graphics or information (which have no commercial element whatsoever); and/or

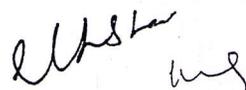
(b) Control over the manner in which the Audiovisual Coverage and/or such factual graphics or information (which have no commercial element whatsoever) are presented.

For the avoidance of any doubt, no other form of communication or transmission system whatsoever is permitted. Notwithstanding the foregoing, each prospective Licensee will be required to provide full details of any proposed enhanced and/or interactive services including, without limitation, potential financial benefits to BCCI, that are to be launched and/or offered in association with the exercise of the Media Rights in each Territory. BCCI may at its sole discretion at the request of a licensee grant these rights to the licensee on conditions it deems fit.

5.3 Prevention of Overspill and Digital Rights Management Solutions.

All Satellite Transmissions of the Audiovisual Coverage originated by each Licensee must be securely encrypted for the purpose of preventing overspill into countries outside of the relevant Licensed Territory. Each Licensee must ensure that no trailer, advertisement or promotion, which is made in connection with the Media Rights will expressly or impliedly represent that any of its transmissions of Audiovisual Coverage, is available for reception and viewing outside of the relevant Licensed Territory.

Each Licensee will also be required to employ and utilize digital rights management technologies and solutions (including all appropriate content protection devices and access control technologies) in relation to each transmission of the Audiovisual Coverage for the purpose of preventing content piracy. The same should be notified within 30 days of the bidder being notified that he is the successful bidder for that territory. Any Licensee failing to do so will be denied further access to the Feed and will be required to shut down transmission of the Feed.



5.4 BCCI Websites/ Portal

BCCI will soon launch its own website incorporating all features pertaining to its activities, schedule of events, profile of players, statistics and many other useful sets of information for discerning cricket fans and also interactive formats. Each Licensee will be required to involve BCCI Websites in connection with the exercise of the Media Rights in each relevant Licensed Territory by each Licensee. The rights granted to all licensee including Television, Radio, and broadband would be available as archive rights 72 hours post the event on the BCCI website. BCCI reserves the right to transmit highlights of the match Post 48 hours on its web site. BCCI intends to market its portal globally. It will in no way impinge on the live rights so granted under this ITT. Each bidder or licensee fully acknowledges that BCCI has informed them that BCCI archival material will be available on the BCCI Portal in the near future.

5.5 Exploitation Plan

Each Bidder shall provide to BCCI full details of its plans and proposals for the exercise and exploitation of the Media Rights (or any part thereof) in the Territories and (if applicable) India including, without limitation, details of the means of transmission of each ODI and Test Match and ceremony, specifying which of the different transmission methods (as applicable) will be used (subject to the Minimum Transmission requirements), the anticipated scope and quality of Audiovisual Coverage, the planned level of public access to such broadcast coverage, the service(s), channel (s) and transmission platforms upon which broadcast coverage will be available in each Territory, enhanced and/ or interactive broadcast coverage, and proposals for protective transmission measures, promotional strategies and sub-licensing strategies (if applicable).

5.6 Territorial Laws

Transmissions of the Audiovisual Coverage (or any part thereof) and all activities undertaken in connection with the Media Rights must be in full compliance with, and subject to, all applicable laws of the relevant Licensed Territory including, without limitation, local laws relating to the television and radio coverage of designated events of major importance to society if any.

6. REQUIREMENTS FOR PREPARATION AND SUBMISSION OF BIDS

- a. Bidders shall remain responsible for obtaining all further information necessary or expedient for the purpose of submitting their respective Bids, and will be deemed to have done so before submitting any Bid. Information may be sought within 48 hours from the date of first issuance of the ITT and not thereafter. No irrelevant query would be entertained and the decision of BCCI in this regard shall be final.

Requests from Bidders for clarification and/or further information relating to this ITT must be marked for the attention of BCCI [Lalit Modi], and received by BCCI by way of:



- (i) Electronic mail (e-mail) to [lkmodi@aol.com]; and
 - (ii) Fax via [+91-22-24932260].
- b. Save as specified herein, Bids and other supporting papers that may be forwarded shall and will become the property of BCCI and it will not be obliged to return them. It is however, made clear that all information and documents that shall be forwarded be treated as "strictly Confidential" and shall not unless required in accordance with law be disclosed to any one else.
 - c. BCCI shall not be responsible or liable for submission of any Bid by any entity not eligible to participate in the tender process.
 - d. Each Bid must clearly state the relevant Rights Package(s) and the territory to which it relates
 - e. Bidders may not make any of their Bids subject to any form of conditionality or limitation including, without limitation, the identity of, or particular arrangements being put in place with, the Production company, the location of Venues, participating teams, scheduling of Matches, or other specific requirements relating to the BCCI Events.
 - f. Each Bidder is solely responsible for all costs, expenses and liabilities incurred by it in the preparation and submission of its Bid(s), any responses to requests for further information by BCCI and/or its associates and any negotiation with BCCI and/or its associates following receipt by BCCI of its Bid(s).

7. AMENDMENT / ADDENDUM

- a. At any time prior to the last date for submission of the bids, BCCI may, either for any supervening factors and/ or events or in response to a bona fide request for further information (including clarification) by a Bidder, modify, add or alter the terms of the invitation and/ or the conditions by issuing an Addendum(s) without any obligation to provide reasons.
- b. The amendment(s) / addendum(s), if any, be notified in writing to the Bidders at least 48 hours prior to last date of submission. Such addendum(s) will form part of the ITT and will be binding.

8. REQUIREMENTS OF THE TENDER

- (g) Each Bidder must at least 48 hours prior to the date of the submission of tender, deposit an interest free security (the "Tender Security") as below:
 - 1. Bidders for the Global Package as defined in clause 4.1(a) must deposit a minimum amount of United States dollars 20 million or equivalent in Indian Rupees (at the exchange rate of US\$ 1 to INR 44.5). A Global Bidder may make additional Bids under the India Package and International Package without any additional Tender Security Deposits.

2. Bidders for the India Package as defined in clause 4.1(b) must deposit a minimum amount of United States dollars 15 million or equivalent in Indian Rupees (at the exchange rate of US\$ 1 to INR 44.5) if bidding for India Composite Rights, or United States dollars 10 million or equivalent in India rupees (at the exchange rate of US \$ 1 to INR 44.5) if bidding for Indian Satellite Rights only, or United States dollars 6 million or equivalent in India rupees (at the exchange rate of US \$ 1 to INR 44.5) if bidding for Indian Broadband Internet Rights only, or United States dollars 1 million or equivalent in India rupees (at the exchange rate of US \$ 1 to INR 44.5) if bidding for Indian Radio Rights only,

3. Bidders for International Package as defined in clause 4.1(c) must deposit a minimum amount of United States dollars 5 million or equivalent in Indian Rupees (at the exchange rate of US\$ 1 to INR 44.5) if bidding for International composite Rights Other wise if bidding Territory or by Rights then the deposit will be as per chart below. The figures in the chart are in United States dollars. The territories are as below:

Territory	All TV	Radio	Broadband Internet
UK, Ireland, Scotland	1,000,000	50,000	100,000
USA	1,000,000	20,000	500,000
Australia	1,000,000	20,000	100,000
Sub Continent	1,000,000	50,000	100,000
Middle East	200,000	50,000	50,000
South Africa	200,000	20,000	20,000
Rest of Europe	100,000	10,000	20,000
Rest of Africa	50,000	10,000	10,000
New Zealand	50,000	10,000	10,000
Caribbean	25,000	10,000	10,000
Canada	20,000	10,000	20,000
South America	10,000	10,000	10,000
Hong Kong	25,000	10,000	10,000
Singapore	25,000	10,000	10,000
Malaysia	25,000	10,000	10,000
Rest Of Asia	100,000	20,000	30,000

Requirement, as above, is mandatory and failure shall cause rejection of the tender outright.

(h) Tender Security may be deposited:

By way of bank draft issued by a Bank of national or international repute, drawn in favor of "Board of Control for Cricket in India"

(i) Any Bidder, which fails to comply with these conditions, shall be summarily rejected.

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(j) The Tender Security of the unsuccessful Bidders will be refunded (without interest) no later than 7 (Seven) working days after finalization of the Agreement with the winning Bidder by BCCI.

(k) The Tender Security of the winning Bidder will be applied in part payment of the first installment of the Bid Fee, as outlined in the Agreement. However, the retention of the Tender Security as part payment of the first installment of the minimum applicable payments shall not create any equities in favor of the winning Bidder till the time final agreement is signed between the winning Bidder and the BCCI.

9. BID FEE AND FINANCIAL GUARANTEE

(a) In consideration of the grant of a license of the Media Rights, the winning Bidder shall, in accordance with the terms set out in this ITT, pay to BCCI the Bid Fee in accordance with the following:

- (i) The Bid Fee shall be paid in United States dollars or in Indian Rupees (at the exchange rate of US\$ 1 to INR 44.5)
- (ii) The Bid Fee shall be attributed to each of the BCCI Events in accordance with the indicative table below. BCCI reserves the unfettered right to amend, vary, or modify such attributable values in its sole discretion

Attributable Value of Media Rights over each BCCI Event							
Season	Calendar Year	Months	Tour	Tests	ODIs	Domestic TV Days	Attributable Value of Media Rights %
2005-06	2006	Mar / Apr	England DOMESTIC	3	7	0	11.50 0
2006-2007	2007	Jan / Feb	TBD DOMESTIC		7	50	6.00 1.75
2007-08	2007	Oct	Australia		7		8.00
	2007	Nov / Dec	Pakistan	3	7		13.50
	2008	Jan / Feb	TBD DOMESTIC	3	5	70	11.50 2.25
2008-09	2008	October	Australia	4			5.00
	2009	Mar / Apr	England DOMESTIC	3	7	72	12.50 2.75
2009-10	2009	Oct	Australia		5		10.00
	2009	Nov / Dec	Sri Lanka	3	5		6.00
	2010	Feb / Mar	South Africa DOMESTIC	3	5	70	6.00 3.25
				22	55	262	100.00

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- (iii) The Bid Fee shall be payable by the winning Bidder in accordance with a payment schedule to be determined by BCCI in its sole discretion. For the avoidance of any doubt, such payment schedule may include, without limitation, payment of 100% of the proportion of the Bid Fee attributed (by BCCI) to Year 1, and payment of 100% of the proportion of the Bid Fee attributed (by BCCI) to each subsequent year of the Rights Period at least 45 days prior to the commencement of the relevant Year;

(b) The reserve price for each of the Media Rights Packages is fixed as follows:

- (i) US\$ 450 million in respect of Global Package; Broadcasters and marketing agencies meeting eligibility criteria as per Clause 3.3 may bid]. And

And

- (ii) US\$ 375 million in respect of India Composite bid, or aggregate
Of bids in respect of India Package

- (iii) US\$ 75 million in respect of composite bid, or aggregate of bids in respect of International Package

Each Bid Fee shall be denominated in United States dollars or Indian Rupees (at the exchange rate of US\$1 to INR 44.5). No other currencies will be accepted by BCCI.

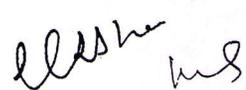
- (c) In the event that no Bid in excess of the applicable Reserve Price is received, or if the aggregate of Bids under different Packages does not exceed the Reserve Price(s) then BCCI shall, in its sole discretion, respond to Bids in any manner it wishes including, but not limited to:

- (i) Pursuing negotiations (on an exclusive or non-exclusive basis as determined by BCCI in its sole discretion) with one or more Bidder(s); or

- (ii) Calling the highest Global and/or composite international bidders to submit revised or amended Bids; or

- (iii) Opening one or more additional rounds of selection;
and/or

- (iv) Rejecting all Bids and conducting an entirely new selection or tender process at such a time as BCCI may, in its absolute discretion, determine.



- (d) A schedule of international matches scheduled to be played by Indian team in India and abroad as per existing ICC calendar is annexed hereto as Schedule 2. It is however clarified that BCCI reserves the unfettered right to revise such schedule without any liability whatsoever to any Bidder. It is further stated and clarified that the bidder will have no to objection to any revision of the schedule made by BCCI.
- (e) Each Bidder irrevocably and unconditionally agrees to provide BCCI (including its successors and assignees) with irrevocable bank guarantees in respect of the winning Bidder's obligation to pay the Bid Fee to BCCI upon such terms and conditions as BCCI may in its sole discretion require and set out in the Agreement (including, if required by BCCI, an irrevocable bank guarantee in respect of the entire Bid Fee).
- (f) All payments to BCCI shall be payable clear of all taxes, deduction and withholdings of whatsoever nature. BCCI would however, provide necessary certificate in the subject matter of applicable Tax laws in India.
- (g) **NECESSARY PERMISSIONS:** All necessary permission including and not limited to from RBI and other Permission from relevant departments of Government shall be taken by the bidder / successful bidder.

10. SUBMISSION OF THE BID

- (a) Only the entities which comply with the eligibility requirements set out in clause 3 above are entitled to participate in this tender process and to submit a Bid. Any Bid submitted by any entity who is not eligible as per requirement of eligibility clause, shall stand rejected forthwith (as further set out in clause 3.3.3);
- (b) The Bidders shall deliver to BCCI the original of the tender documents duly filled in and signed and sealed along with all supporting documents and papers with three exact and legible copies thereof and document evidencing compliance of Tender Security as provided in Clause 8 above; The Financial Bid should be sealed in a separate cover as per schedule 6
- (c) All documents and information that may be submitted by the Bidder shall be treated and kept "Strictly Confidential" and no part thereof shall, unless required in accordance with law, be disclosed to any Third Party; and
- (d) The Tender Documents in sealed covers, as above, shall be delivered by hand in person by an authorized representative to MR Lalit Modi, at the JW Marriott, Juhu, Mumbai. No tender in torn condition or in unsealed covers will be accepted.
- (e) **The Tender Document in sealed cover must be submitted by 12 pm on February the 16th, 2006. No documents will be accepted past this**

time and date. All documents must be delivered at the same time and no further documents will be accepted past this time and date.

- (f) The outer envelope containing the Tender Documents must be sealed and marked as follows:

Board of Control for Cricket in India

Invitation to Tender – 2006-2010 Media Rights

[Package Reference/Country Reference/Rights Reference] – Please insert as appropriate

Attn of: Mr. Lalit K Modi
Chairman Marketing Sub Committee - BCCI

11. OPENING OF TENDER

- (a) The representatives of the Marketing Committee will determine submissions of Eligibility including the submission of the Tender Security on the 16th February 2006 12 PM Onwards.
- (b) Thereafter, only eligible Submissions of Financial Bids will be opened by the duly authorized representatives of the Marketing Committee in the presence of the authorized representatives of all qualified Bidders on 17th February 2006, in Mumbai. The Bidders are required to be present at the JW Marriot, Juhu, at 9 am.

12. SELECTION OF WINNING BID (S)

- (a) In respect of each Media Rights Package, although the BCCI is not in any way obliged to select the Bid which is the highest as the winning Bid, it is the intention of the BCCI to select either:
- (i) The one Global Package Bid which is the highest as the winning Bid; or
- (ii) The composite India bid which is the highest in respect of India Package and the composite International Bid which is the highest in respect of International Package, as the winning Bids; or
- (iii) The Bid, which is the highest in respect of specific rights under the India Package, and the Bids, which are the highest in respect of specific rights for specific Territories under the International Package, as the winning Bids.

For avoidance of any doubt if for example the global bid is 100 dollars and India composite bid or the aggregate of specific rights in India package (whichever is higher) happens to be 60 dollars, and International composite bid or the aggregate of specific rights for specific territories (whichever is higher) is 45 dollars, than the combined total of the highest aggregate of India Package and International Package would be 105 dollars. Therefore the winning bidders would be the entities, which made up the aggregate to arrive at the number 105 dollars.

13. GENERAL

- (a) No warranty or representation (express or implied) as to the reliability, completeness or accuracy of the information in this document or any other information at any time made available to the Bidder is given by BCCI or any person claiming any right or authority is expressly excluded.
- (b) In furnishing this invitation, BCCI does not under take or agrees to or acknowledges any obligation to provide to the Bidder any additional information or any roving quarries or to update this ITT or to correct any inaccuracies, which may become apparent.
- (c) Neither the issue of this ITT nor any part of its contents is to be taken as any form of commitment or acknowledgment on the part of BCCI to proceed with any Bid or any Bidder and BCCI reserves the unfettered right to annul, terminate, reject any Tender or vary or terminate the tendering procedure at any time or stage without giving any reasons.
- (d) BCCI reserves the unfettered right and absolute discretion at any time and without any liability whatsoever to any Bidder:
 - (i) To cancel the entire tendering process at any stage prior to execution of binding Agreement without giving any reasons In any event of such cancellation, the Tender Securities shall be refunded without interest within 7 days from the date of such cancellation; or
 - (ii) To amend, vary, waive and/or modify any or all of the terms and conditions of this ITT (including the Agreement) without any reason or prior notice whatsoever being provided to any Bidder
- (e) BCCI in no circumstances, whatever, including without limitation, be responsible or liable in any manner or mode by whatever name called or described for any costs or expenses whatsoever incurred or any loss whatsoever suffered in connection with or in consequence of the preparation or delivery of any Bid, or compliance with or with a view to compliance with any of the requirements of the ITT by Bidder in the subject matter of any departure from any of the provisions/ conditions of the invitation.
- (f) Any concealment of material fact shall lead to disqualification of the Bidder and BCCI reserves the right of forfeiture of the Bidder's Tender Security.
- (g) Grant of right shall be subjective of entering into a binding contract and not otherwise/

14. ACKNOWLEDGEMENT OF ITT

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WJG

The Bidder shall be deemed to have duly considered all terms of this ITT and acknowledge that it intends to submit a Bid in accordance with the provisions of this ITT having accepted the terms and conditions as have been incorporated herein and / or that may be incorporated by BCCI through any Addendum (s).

15. THE AGREEMENT

By submitting a Bid, each Bidder irrevocably and unconditionally accepts the terms and conditions of the tender process as set out in this ITT (including all terms and conditions of the Agreement set out in Schedule 4). Although the winning Bidder may propose any amendments to the Agreement, each Bidder further irrevocably and unconditionally agrees that BCCI reserves the unfettered right to accept or reject any such proposed amendments whatsoever, including, without limitation, any additional promotional benefits to the winning Bidder, and accordingly agrees to execute the Media Rights Agreement within 24 hours of being notified as the winning Bidder, failing which BCCI reserves the right to forfeit the Tender Security, and award the rights to the next highest preferred bidder.

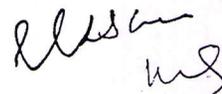
16. GOVERNING LAW AND DISPUTE RESOLUTION

The contract shall be governed by and construed strictly in accordance with the laws prevailing in India only.

All or any dispute or difference in respect of or arising out of or related to or otherwise of whatsoever nature touching any issue provided in the agreement/tender document or otherwise by and between the parties (save as may be specifically excluded in the tender document or in the Agreement) shall be exclusively referred to ARBITRATION for resolution by an arbitration panel comprising three arbitrators, one to be nominated by the Counter party and another by BCCI and the third Presiding Arbitrator shall be nominated by the said appointed two arbitrators and the proceedings shall be governed in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and any amendment or replacement thereof as prevailing in India and all sittings shall be held at Mumbai, India which shall have exclusive jurisdiction to try and entertain the proceedings. The language of the proceedings shall be in English and the arbitrators shall be duty bound to make and publish the final award within two months, unless otherwise mutually agreed. The Arbitral Award shall be conclusive and binding on both parties. Neither party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute emanating out of the interpretation, implementation or otherwise of the tender document or the Agreement. No proceedings for Arbitration would be initiated until and unless the party so aggrieved has issued a notice in writing to the other party calling upon him to rectify the alleged breach or otherwise. The party shall give at least 7 days notice to the other party to reply or to take corrective action before initiating the ARBITRATION proceedings.

17. Condition Precedent:

The submission of any Bid to, and the consideration thereof by,



BCCI is expressly conditional upon the Bidder and, in the case of a Consortium Bid, each member of the relevant Consortium, irrevocably assigning to BCCI, free of charge, all right, title and interest in, and to, any and all:

- (a) Moving visual and audiovisual material relating to any matches of past BCCI events (including all recordings and transmissions of the same); and
- (b) Trademarks, emblems and devices (including all registrations and Applications for registration in relation thereto) relating to any past or future BCCI events, on the terms set out in the Tender Letter as per schedule 7.

18. Acceptance of Terms and Conditions.

Each Bidder irrevocably and unconditionally accepts and agrees that by Submitting a Bid:

- (a) It agrees to be bound by the terms, conditions and obligations set out in this ITT together with such other terms and conditions as BCCI may, in its sole discretion, require and which will be included in the Agency Agreement; and
- (b) It has read and understood, and agrees and accepts, the provisions and procedures, and terms and conditions (including the outcome), of this ITT

19. No Warranties, Representations or Undertakings.

This ITT is provided solely by way of explanation only and does not contain any warranties, representations or undertakings whatsoever upon which any person may rely, or seek to initiate or substantiate any legal action, against BCCI and/or its associates or their respective agents, employees and/or representatives.

20. Insurance.

The successful bidder shall provide to the BCCI full details of an insurance policy for non-telecast, cancellation or partial cancellation, postponement, relocation or curtailment of match for whatever reason. The BCCI shall provide and pay the premium for such insurance policy provided that the successful bidder has provided a sum corresponding to such premium to BCCI prior to the date upon which the BCCI is required to pay such insurance premium. BCCI warrants that when the successful bidder pays to it monies designated for the payment of insurance premium the BCCI shall only use such monies for payment of such premium.

21. Accuracy of ITT.

BCCI has taken all reasonable care to ensure that this ITT is accurate in all

Material respects at the time of publication. Notwithstanding the foregoing, all Information contained herein is subject to amendment and/or variation by

BCCI at any time and without any reason and/or prior notice being given to any Bidder or any recipient of this ITT. Accordingly, each Bidder and recipient of this ITT shall be responsible for verifying the accuracy of all information contained in this ITT and for making all necessary enquiries prior to the submission of its Bid. Neither BCCI nor any of its associates nor any of there

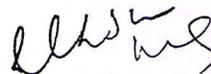
Respective agents, employees or representatives will be liable for any claims, loss or damage suffered by any Bidder, prospective Bidder or other recipient of this ITT as a result of reliance on any information contained herein, or otherwise.

22. Confidentiality.

Each Bidder agrees not to disclose any Confidential Information to any Third party without the prior written consent of BCCI, nor make any press announcement or other statement relating to its Bid(s), any Agency Agreement or its discussions or negotiations with BCCI in relation thereto.

23. TERMINATION

- (a) BCCI may terminate the Agreement either in its entirety or so far as it relates to any part of the events by written notice to the Counter party taking effect immediately or after such period or period of time as the notice may specify, at any time after the occurrence of any of the following events;
- i. Failure of or default on the part of the Counter party to make any payment due in full under the contract or to have in place the required bank guarantee as provided heretofore.
 - ii. Any change in the management and control of the counter party, which in the opinion of BCCI is prejudicial to its interest.
 - iii. If the Counter party transfers, disposes of or indicates an intention to transfer or dispose of any part of its assets which in exclusive opinion of BCCI is likely to prevent or materially inhibit the performance by the counter party of its obligations under the Contract or which is likely to cause prejudice or harm to the image reputation or credibility of the game or BCCI or otherwise.
 - iv. If the Counter party goes into liquidation (except for the purposes of a bonafide corporate amalgamation or reconstruction approved by BCCI) or makes any arrangement or composition with its creditors or is unable to pay its debts as they fall due or is declared insolvent or if a provisional liquidator, receiver, manager, administrator or administrative receiver is appointed over any of its assets or undertaking or if an event occurs which would result in the crystallization of any floating charge over its business, undertaking property or assets or any part thereof or on its dissolution or if any event



occurs which is analogous to any of the foregoing under the laws of the jurisdiction in which the Counter party or BCCI is incorporated..

- v. Any material breach by the counter party of the contract which is incapable or remedy or is capable of remedy but is not remedied within 7 days of delivery of a written notice from BCCI requiring remedy of such breach.

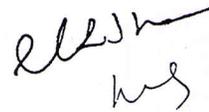
24. EFFECT OF TERMINATION

Save as specifically mentioned heretofore, upon expiry of the period of grant OR termination of the agreement, whichever is earlier, for whatever cause, all Rights shall forthwith revert to BCCI and the counter party shall forthwith cease to exercise and exploit any of the rights.

"Termination of the contract by either party due to breach of the terms and conditions as prescribed in Section 23 herein above shall not accrue any right to either party to breach the clause relating to confidentiality. Any challenge to termination shall only be done by taking recourse to Arbitration initiated and governed by the provisions of The Arbitration Act, 1996. In case of the termination of the agreement by the BCCI due to breach of conditions by the counter party, BCCI shall be entitled to recover all the damages that it may incur due to breach by the counter party". Nevertheless clauses 16,22,25 shall survive this termination.

25. Amendments and Withdrawal of ITT.

BCCI may, in its sole discretion and without any liability whatsoever to any Bidder or any recipient of this ITT, amend, alter and/or modify any or all of the provisions of, and/or withdraw in its entirety, this ITT at any time and without any reason and/or prior notice being given to any Bidder or any recipient of this ITT.

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SCHEDULE 1
GLOSSARY OF TERMS

This Schedule is reflected in clause 1 – Definitions of the Agreement.

WJ
WJ

SCHEDULE 2

BCCI EVENTS

This Schedule is reflected in Exhibit C of the Agreement.

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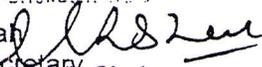
SCHEDULE 3

SCHEDULE OF CONDITIONS

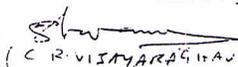
This Schedule is reflected in Exhibit D of the Agreement.

Board of Control for Cricket in India

For & On Behalf of
The Board of Control For Cricket in India

By: 
Its: Honorary Secretary
Niranjan R. Shah
Honorary Secretary

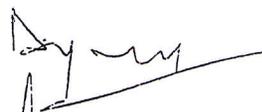
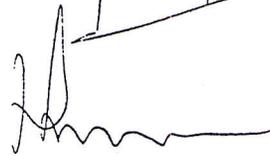
Witness

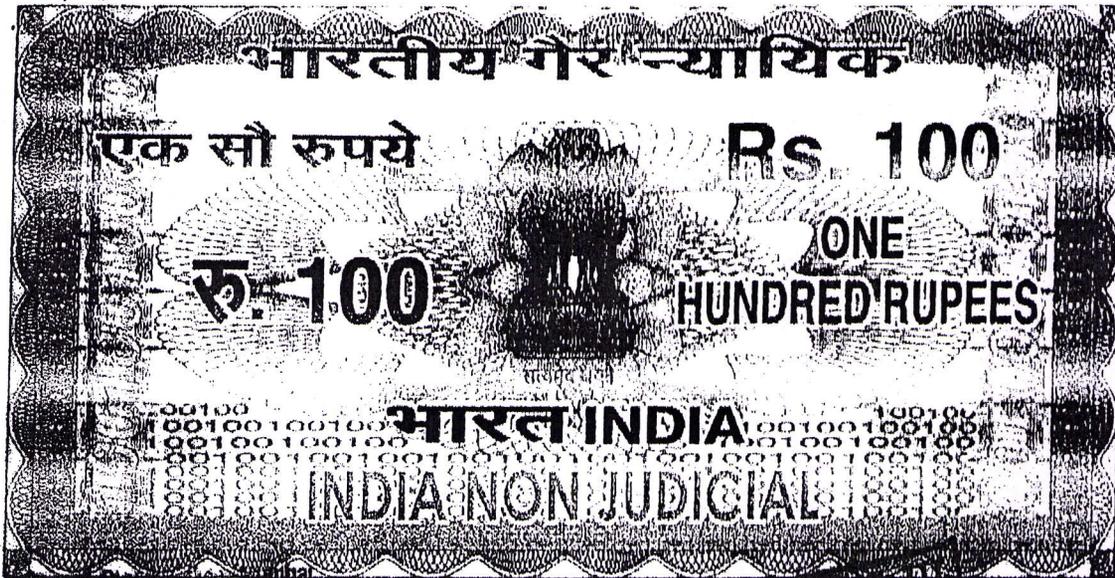
1. K.S. Viswanathan . No: 2A, Nagalakshmi Apt, Ramabandura Road, Mylapore, Chennai-600014.
(K.S. VISWANATHAN)
2.  Flat no 19, Ananti Apartments, New S. S. Road, Chennai - 600018
(C.R. VISAYARAGAN)

Nimbus Communications Limited


By: K. R Subbarathnam (Kumar)
Its: Vice President – Television & Motion Pictures, South

Witness

1.  K DIVIJAY LINGU, #04-04 Beverly Hill, 61 GEORGE RD.
SINGAPORE 249570.
2.  P.B. SRINATHAN 18 VENKATARAMAN ST
T. NAGAR CHENNAI - 17



महाराष्ट्र MAHARASHTRA

3 MAR 2007

Program Officer

Smt. P.S. Kamble

दि. महाराष्ट्र सरकार अन्तर्गत अनाईट ऑफिसमि
को. ऑफ. चॅक. लि., गंगालय, मुंबई ४०० ०३२.
एल. एस. सी. क्रमांक :- ६१४
क्रमांक :- 35 दिनांक :- 29 MAR 2007.
उच्च न्यायालय, मुंबई
संबंधी/शी/श्री/श्रीमती
सौना न्यायनर मुद्रांक रु
विक्रमा.



मुद्रांक विक्रमा

साक्षी विजय

AM 001894

29 MAR 2007

THIS ADDENDUM is made the 29th day of March 2007

BETWEEN

- (1) BOARD OF CONTROL FOR CRICKET IN INDIA a society registered under the Tamil Nadu Societies Registration Act and having its headquarters at Cricket Centre Wankhede Stadium, 'D' Road, Churchgate, Mumbai 400030, India ("the BCCI"); and
- (2) NIMBUS COMMUNICATIONS LIMITED having its principal place of business at Nimbus Centre, Oberoi Complex, Off New Link Road, Andheri, Mumbai 400053, India ("the Licensee").

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INTRODUCTION

- A This Addendum is supplemental to the Media Rights Agreement dated 28th February 2006 between the BCCI and the Licensee in relation to the licensing and exploitation of certain media rights to the BCCI's cricket events taking place between 2006 and 2010 ("the MRA").
- B This Addendum is entered into between the parties pursuant to the understanding reached between the parties after discussions in the working committee meeting of the BCCI held at New Delhi on 22nd March 2007 and accordingly the MRA is modified to this limited extent.
- C This addendum is entered into for the specific purpose of determining by an expert third party, the possible revenue impact on the Licensee's exercise or exploitation of the Media Rights, on account of any rulings, orders, regulations, pricing orders, practices or events arising in connection with or issued by the Government of India, regulatory bodies, or Government-sponsored bodies, as set out in the Licensee's letter of 28th February including, inter alia, the ordinance promulgated by the Govt of India in respect of compulsory sharing of signals with prasar bharathi, the lack of encryption by Doordarshan, the broadcast of BCCI events on free to air DD DTH, and for the rained off India-England ODI at Gauhati and the attributable value for the additional match between West Indies/India/Sri Lanka..

IT IS AGREED THAT:

1 GENERAL

- 1.1 Unless a different meaning is expressly assigned to them in this Addendum, all terms and expressions set out in this Addendum shall have the meaning prescribed to them in the MRA.
- 1.2 References in this Addendum to Clauses are references to those contained in the MRA.
- 1.3 All clauses and modifications referred to herein shall be incorporated in and considered as forming an integral part of the MRA and shall be binding on the BCCI and the Licensee for the term of the MRA.

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2 MODIFICATIONS TO THE MRA

- 2.1 Clause 3.6.2 of the MRA states that: *"The Licensee shall deliver to the BCCI Bank Guarantee for the 2nd year for an amount of Rs. 960,28,08,525 (Rupees Nine Hundred Sixty Crores Twenty Eight Laks Eight Thousand Five Hundred Twenty Five Only) on or before 1st March 2007 in the manner provided in Exhibit B2."*

It is hereby agreed that:

- 2.1.1 The provisions of Clause 3.6.2 are modified such that the Licensee shall deliver to the BCCI Bank Guarantees in respect of its 2nd year obligations, in the same format as the Bank Guarantees for the 1st year, in two (2) stages: (i) Stage 1: Bank Guarantees totalling Rs. 400 crores (Four Hundred crores) to be delivered on or before 29th March 2007; and (ii) Stage 2: Bank Guarantees totalling Rs. 560 crores (Five Hundred and Sixty crores) (or for such amount after deducting the amount, if any, as may be determined in accordance with the Process set out in clause 2.3 below) to be delivered on or before 30th June 2007.
- 2.1.2 Upon delivery of the Stage 1 Bank Guarantee for 400 crores the BCCI shall forthwith return to the Licensee the existing 1st year Bank Guarantees in its possession together with (i) formal letters of discharge of said 1st year Bank Guarantees. It is hereby agreed that subject to all the conditions as enumerated herein this Addendum being complied with by the Licensee BCCI shall have no further claim against the Licensee in respect of Year 1 of the MRA and shall not have the right to terminate the MRA in respect thereto either.
- 2.1.3 In the event that the Licensee fails to deliver the Stage 2 Bank Guarantee for 560 crores (or such amount as may be arrived by the Process set out in 2.3 below), the BCCI shall be at liberty to terminate the MRA and invoke the Bank Guarantee in the sum of Rs. 400 crores in terms of the MRA as hereby amended.
- 2.1.4 It is hereby agreed that in consideration of BCCI agreeing to accept the Bank Guarantee for the second year in two stages the Licensee agrees and confirms that they shall forgo their Clause 5.1 exit option in respect of the second contract year commencing 1st April 2007 to 31st March 2007 under the MRA (pursuant to the Licensee's letter of 28th February 2007) and that the MRA has now entered the second year of its tenor.

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It is hereby agreed that:

2.2 The Licensee served notice pursuant to Clause 5.1, on 28th February 2007, claiming that, changes to the broadcasting environment in India have had a materially adverse effect upon the Licensee's exercise and/or exploitation of the Media Rights. Pursuant to this notice after due deliberations and discussions at BCCI's working committee with the Licensee, it is hereby agreed that both the parties shall nominate a reputed firm of Chartered Accountants who will calculate the possible impact on the Licensee's exercise and exploitation of the Media Rights of the issues referred to at paragraph C of the Introduction hereto, including, inter alia, the ordinance on compulsory feed sharing payment, lack of encryption, free to air DD DTH, pricing orders, rulings and for the Guwahati ODI which was rained off and attributable value for extra match played between India /Sri Lanka/West Indies as per the procedure set out herein below.

2.3 The BCCI has nominated M/s Brahmayya & co. Chennai and the Licensee has nominated M/s KPMG India (p) Ltd. Both Firms have accepted the invitations to act as experts.

It is hereby agreed that:

2.3.1 M/s KPMG (p) Ltd shall submit an evaluation report to M/s Brahmayya & co, on or before 1st May 2007, regarding the impact over the actual and potential revenues of the Licensee and/or It's licensees on account of the issues already listed herein above, including the ordinance on compulsory sharing, and shall also evaluate the amount payable for the additional matches against West Indies and Sri Lanka and for the Washed out Guwahati ODI.

2.3.2 On receipt of the evaluation report from KPMG, M/s Brahmayya & co., on behalf of BCCI, shall scrutinise the report and hold discussions with KPMG and together strive to arrive at a consensus on or before 15th May 2007. In the event that the Expert appointed by BCCI agrees with the evaluation of the Expert nominated by the Licensee the same shall be binding on both the parties.

2.3.3 In the Event that the experts are unable to arrive at a consensus figure, a third expert shall be appointed. The third expert shall also be a reputed firm of Chartered Accountants and shall be appointed by the first two experts. In the event that the first two Experts are unable to agree upon the identity of the Third Expert by 17th March 2007, the decision shall be removed from them and decided by consensus by Mr Shashank Manohar, Vice-President of the BCCI and Mr Harish Thawani, Chairman of the Licensee.

2.3.4 The Third Expert shall deliver a final ruling no later than 30th May 2007. The figure decided upon by the Third Expert shall be final and binding

1st May 07

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on both parties, and the Media Rights Fee adjusted accordingly. If any amount is determined to be payable by the Licensee for the additional ODI's against West Indies and Sri Lanka, such amount shall become due and payable within 30 days of the ruling or on 30th June 2007, whichever is the later.

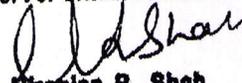
2.3.5 The BCCI and the Licensee shall bear the costs of the Expert that they nominated. The parties shall bear equally the costs of the Third Expert.

3. All notices and written communications between the BCCI and the Licensee in respect of the procedures set out in this Addendum shall be governed by Clause 15 of the MRA and addressed, in the case of the BCCI, to Mr Lalit Modi, Chairman, Marketing Sub Committee BCCI, and in the case of the Licensee to Mr Yannick Colaço, Senior Vice President – Sports.

AS WITNESS the hands of the duly authorised officers of the Parties on the date first before written:

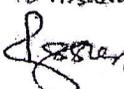
For & On Behalf of
The Board of Control For Cricket In India:

Signed by)
for and on behalf of the)
BOARD OF CONTROL FOR CRICKET IN INDIA)

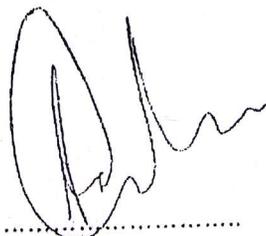

Niranjan R. Shah
Honorary Secretary

Niranjan Shah, Honorary Secretary

Witness:

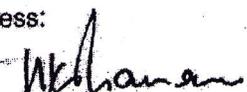
1. K.S. Viswanathan (K.S. VISWANATHAN)
2.  (Prof. R.S. SHETTY)

Signed by)
For and on behalf of)
NIMBUS COMMUNICATIONS LIMITED)

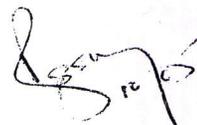


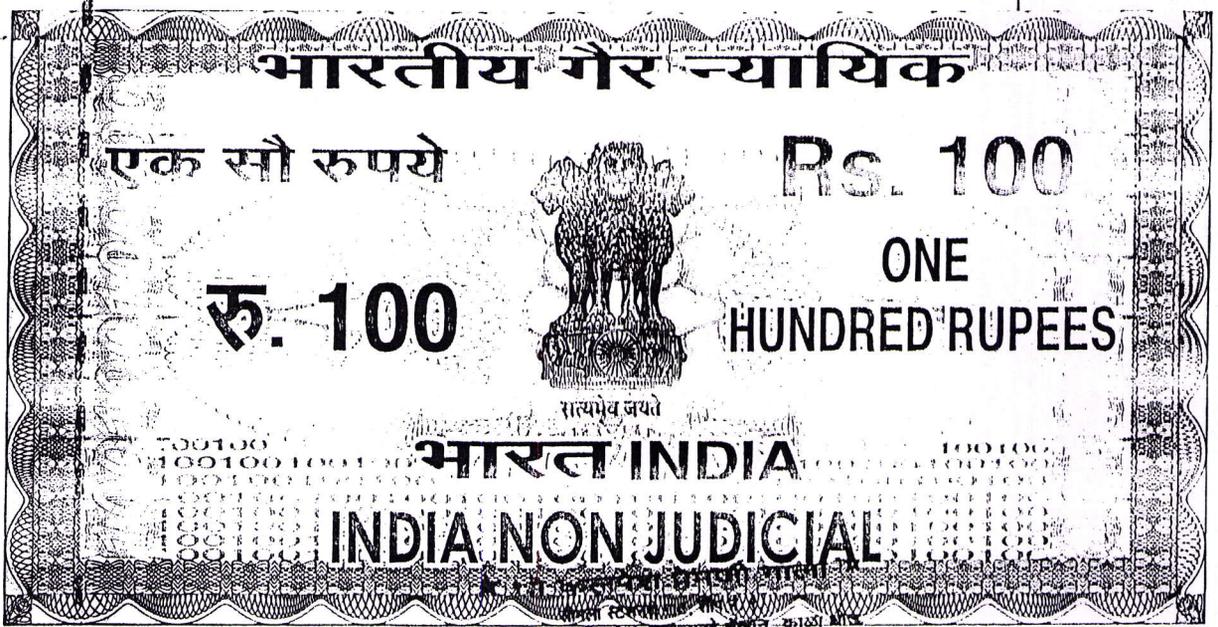
Yannick Colaco, Authorised signatory

Witness:

1.  (Mohish Thawani)
2. 

S.L.W. SAC
Legal Counsel
Nimbus





महाराष्ट्र MAHARASHTRA
 General Stamp Office, Mumbai
 L.S.V. No. 207

28 MAY 2007

Proper Officer

M. V. D. Bhavsar

१४४, एम. जी. रोड, एस.एल.व्हे. मैदान, काळा भाग
 मुंबई-२२, फोन : २२८७ ५७५५
 परवानाधारक मुद्रांक विक्रेता
 परवाना क्रमांक नं. २०११

AR 509014
 -1 JUN 2007

क्रमांक 1646 दिनांक _____
 -The Board of Control for Cricket in India

Mrs/Ms/Mr
 याचा स्वाक्षरेत मुद्रांक पत्र विकला

(S.P. Aib
 परवानाधारक मुद्रांक विक्रेता

THIS ADDENDUM AGREEMENT is made the 2nd day of June 2007

BETWEEN

- (1) BOARD OF CONTROL FOR CRICKET IN INDIA a society registered under the Tamil Nadu Societies Registration Act and having its headquarters at Cricket Centre Wankhede Stadium, 'D' Road, Churchgate, Mumbai 400030, India ("the BCCI"); and
- (2) NIMBUS COMMUNICATIONS LIMITED having its principal place of business at Nimbus Centre, Oberoi Complex, Off New Link Road, Andheri, Mumbai 400053, India ("the Licensee").

14/5

Handwritten signature

INTRODUCTION

- A This second Addendum is supplemental to the Media Rights Agreement dated 28th February 2006 between the BCCI and the Licensee in relation to the licensing and exploitation of certain media rights to the BCCI's cricket events taking place between 2006 and 2010 ("the MRA"), as subsequently amended by the first Contract Addendum dated 29th March 2007.
- B This Addendum is entered into between the parties pursuant to the understanding reached between the parties after discussions on 30th May 2007 and accordingly the MRA is modified to this limited extent.
- C Specifically, this Addendum is entered into for the purpose of recording the settlement reached between the parties with regard to the evaluation process set out in the Contract Addendum dated 29th March 2007.

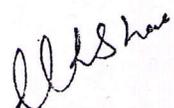
IT IS AGREED THAT:

GENERAL

- A. Unless a different meaning is expressly assigned to them in this Addendum, all terms and expressions set out in this Addendum shall have the meaning prescribed to them in the MRA.
- B. References in this Addendum to Clauses are references to those contained in the MRA.
- C. All clauses and modifications referred to herein shall be incorporated in and considered as forming an integral part of the MRA and shall be binding on the BCCI and the Licensee for the term of the MRA. In the event of inconsistency between the MRA and/or the Contract Addendum of 29th March 2007, and this Addendum Agreement, then this Addendum Agreement shall prevail.

IT IS HEREBY AGREED THAT:

1. BCCI shall compensate to Licensee the sum of 36.49 crores (i.e. the rupee equivalent to US\$8.2 million @ Rs.44.5 = US\$1) upon signature of this Addendum Agreement, as a one-off compensation against loss of Licensee revenues on account of Radio Rights and other miscellaneous revenue losses, which shall be paid upon signature of this Addendum.



2. In addition, BCCI shall compensate the Licensee on account of the following over the term of the MRA:

2.1 Doordarshan's lack of encryption of its satellite transportation signal which is sent to its terrestrial towers amongst other receiving devices while broadcasting the matches covered by the MRA, and,

2.2 DD's transmission of the matches covered by the MRA on the DD Direct DTH platform,

(Together and hereinafter referred to as the "the Key Issue").

In the sum of Rs.244.75 crores (equal to US\$55 million) as follows in the table below, subject to the proviso that, in each Contract Year, the compensation due may rise or fall dependant upon the increase or decrease in the number of scheduled matches:

Contract Year	Compensation Due	Revised compensation based on increase or decrease of scheduled matches
	Rs.	Rs
1	47, 11, 43, 750	Same
2	86, 27, 43, 750	62, 07, 47, 188
3	49, 56, 18, 750	TBC
4	61, 79, 93, 750	TBC
	244,75,00,000	TBC

3. Each Contract Year's compensation sum shall be deducted from the first payment due from the Licensee to BCCI in said Contract Year save that where the compensation due is greater than the first payment instalment the balance shall be deducted by the Licensee from the second payment instalment. In respect of Contract Year 1 compensation i.e. Rs 47.11 crores, BCCI shall pay the said compensation sum to the Licensee upon signing of this Addendum Agreement.
4. Licensee agrees that each Contract Year's compensation is subject to the Key Issue not being resolved by the cut-off dates for each Contract year, as set out in the below table. For the avoidance of doubt, the resolution of the Key Issue would be the following: that Prasar Bharati/Doordarshan must successfully implement an international standard encryption system that encrypts their satellite transportation signals sent to their terrestrial towers and Doordarshan ceases to broadcast any match covered by the MRA on the DD-DTH platform.

[Handwritten signature]

Contract Year	The Key Issue resolution cut off date	Licensee Compensation Payable
Year 1	Already passed	Payable
Year 2	Already passed	Payable
Year 3	28 th Feb 2008	If not done by 28 th Feb 2008
Year 4	28 th Feb 2009	If not done by 28 th Feb 2009

5. The parties wish to clarify the existing provisions of the MRA and record that for the purposes of calculating the equitable increase or reduction in values pertaining to the addition or cancellation of matches scheduled in the MRA, one Test match shall be equivalent in value to one ODI, and one 20/20 match shall be half the value of an ODI. Accordingly, Licensee shall be required to increase proportionately the amount payable to BCCI in any Contract Year if BCCI increases the number of matches scheduled as per the MRA; Similarly, BCCI shall refund a proportionate value in respect of any scheduled match that does not take place for any reason.
6. In respect of Contract Year 1, Licensee and BCCI hereby agree to waive, in full, their respective claims against each other as follows: (i) Licensee hereby waives its claim to a refund in respect of the cancelled Guwahati ODI vs. England in April 2006, and (ii) BCCI hereby waives its claim to an additional rights fee in respect of the additional ODI vs. Sri Lanka in February 2007. Accordingly, no sum is nor shall become due to either party in respect of either matter.
7. BCCI confirms that in Contract Year 2 the India vs. Pakistan series will be reduced by two (2) ODIs, and that the India vs. South Africa series will be reduced by five (5) ODIs. BCCI hereby undertakes to notify Licensee in writing of any future changes (increase or decrease) to any series scheduled in the MRA, within seven (7) days of becoming aware of such fact itself and in any event no later than thirty (30) days prior to said series. For the avoidance of doubt, and as set out in section 1.2 above, Licensee's bank guarantee for Contract Year 2 and each subsequent Contract Year will be adjusted (if applicable) to the sum of the value attributable to the rights pertaining in said Contract Year, taking in to account, inter alia, any compensation amount owed for the Contract Year, less any known decrease in matches, plus any known increase in matches.

A. K. Sharma

8. Licensee acknowledges that where the BCCI has delivered the teams and match officials to the venue, and the pre-match world television feed has commenced, at which point the umpires deem conditions unplayable following which a ball is not bowled, the match for the purpose of the MRA will be considered to be delivered. BCCI represents to Nimbus that it has invested in international standard weather protection facilities at all venues where MRA matches will take place including, without limitation, pitch protection covers, moppers, and drying equipment. BCCI hereby consents for this clause to be disclosed to Licensee's potential insurers. The Licensee is free to take out insurance cover directly with the insurer.
9. BCCI acknowledges the need to protect the value of the Media Rights, both in respect of this MRA and future licences. Accordingly, BCCI undertakes to use its sincere best efforts, within the law, to prevent a situation arising whereby Prasar Bharati transmits India Test matches live and in full. Reference the recent Bangladesh vs. India series (May 2007), BCCI and Licensee agree that Prasar Bharati's current policy is to show highlights only of India Test matches, and both parties hereby undertake to do all within their powers to maintain this position including, without limitation, the lobbying of Government and/or jointly contesting any proposed or actual changes to said policy before the courts or other competent authorities. Nimbus acknowledges that if despite its sincere best efforts BCCI is not able to procure the above it shall not give rise to a further claim by Nimbus on this issue.
10. Subject to signature of this Addendum Agreement, Licensee will provide BCCI with the full balance of the bank guarantee due for the second Contract Year on or before 15 July 2007. Again, for the avoidance of doubt, in the event that Licensee fails to provide a bank guarantee on time in any Contract Year and such default affords BCCI the right to terminate the MRA pursuant to its terms and conditions, then Licensee acknowledges that BCCI shall be entitled to so act. Furthermore, Licensee acknowledges and agrees that following such termination in accordance with the provisions of the MRA, BCCI shall be entitled to offer the Media Rights for re-tender to third parties, and BCCI acknowledges that Licensee shall be entitled to participate on an equal basis with other parties in any such re-tender, at BCCI's discretion. In respect of bank guarantees in BCCI's possession at the time of such re-tender, BCCI acknowledges that fees agreed pursuant to a re-tender will mitigate any loss occasioned by Licensee's default and agrees to refund to Licensee the equivalent amounts achieved by BCCI via a re-tender, up to the amounts of existing Licensee guarantees. Conversely, Licensee expressly acknowledges and agrees that any sums secured by BCCI in excess of the Licensee's bank guarantees in BCCI's possession shall be unfettered profit to the account of BCCI.

Licensee further agrees that, in the event that a re-tender fails to secure the outstanding balance due from the Licensee, then Licensee shall pay to BCCI the difference between the sum achieved at re-tender and the sum still owed by the Licensee pursuant to the MRA and this addendum agreement (less any sums already encashed by Bank Guarantees).

Q. Shah

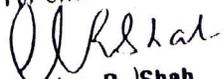
10/07/07

11. BCCI grants Licensee the right to transmit and exploit all BCCI archive match footage and other archive material (being owned or controlled by BCCI) for a rolling fee of Rs. 4.45 crores per year (year being defined as in synchronisation with the BCCI cricket season from 1st October to 30th September), payable in two equal instalments on 15th October and 15th April each year, subject to Licensee's choosing to exercise such archive rights in any given year at its sole discretion. Licensee agrees to notify BCCI in writing, from time to time, whether it wishes to exercise its archive rights for any particular year. Licensee expressly agrees that any delay in payment of the archive fee shall incur interest at the rate of 10% per annum.
12. BCCI grants Licensee a right of first negotiation with regard to the BCCI's Media Rights for the minimum period of four (4) years immediately following the current MRA. BCCI will submit a bona-fide written proposal made in good faith to Nimbus on or before 1st October 2009 with regard to the BCCI's Media Rights (i.e. Television and Radio rights, at least, and such other rights as BCCI may elect to include at its discretion, such as Internet and Mobile Telephony) for the period commencing 1st April 2010. Licensee shall have fifteen (15) days to either accept BCCI's proposal or submit a written counter-offer. BCCI will then have fifteen (15) days to either accept or reject Licensee's counter-offer (if any). In the event of rejecting Licensee's counter-offer, BCCI shall be entitled to tender the same rights on the open market provided that BCCI does not sell the rights on terms materially more favourable to a third party licensee, including with regard to price, than those initially proposed to the Licensee.
13. Both parties agree to keep the terms and conditions of this Addendum strictly private and confidential.
14. This Addendum will be construed in accordance with Indian Law and Courts at Mumbai shall have exclusive jurisdiction. In the event of any dispute arising under this Addendum Agreement, the parties shall submit to binding arbitration in Mumbai in accordance with the rules and regulations of the Indian Arbitration & Conciliation Act 1996. Any dispute will be heard before a sole arbitrator to be appointed by mutual agreement of the parties or, failing such agreement, by the Mumbai High Court.

[Handwritten signature]

AS WITNESS the hands of the duly authorised officers of the Parties on the date first before written

For & On Behalf of
The Board of Control For Cricket In India

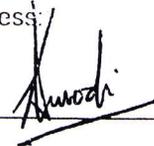

Niranjan R. Shah
Honorary Secretary

Signed by

for and on behalf of the

BOARD OF CONTROL FOR CRICKET IN INDIA)

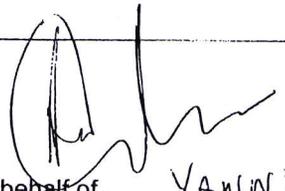
Witness:

1.  L.K. MODI

2. _____

Signed by

For and on behalf of

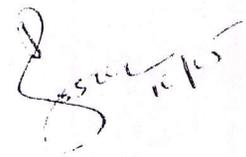

YANWICK COLACO)

NIMBUS COMMUNICATIONS LIMITED) _____

Witness:

1. _____

2. _____



INTRODUCTION

- A. This Third Addendum is supplemental to the Media Rights Agreement dated 28th February 2006 between the BCCI and the Licensee in relation to the licensing and exploitation of certain media rights to the BCCI's cricket events taking place between 2006 and 2010 ("the MRA"), as subsequently amended by the First Contract Addendum dated 29th March 2007 and the Second Contract Addendum dated 2nd June 2007.
- B. This Third Addendum is entered into following discussions between the parties and accordingly the MRA is modified to this limited extent.

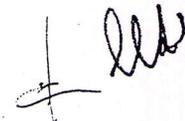
IT IS AGREED THAT:

GENERAL

- A. Unless a different meaning is expressly assigned to them in this Addendum, all terms and expressions set out in this Addendum shall have the meaning prescribed to them in the MRA (as amended).
- B. References in this Addendum to Clauses are references to those contained in the MRA (as amended).
- C. All clauses and modifications referred to herein shall be incorporated in and considered as forming an integral part of the MRA (as amended) and shall be binding on the BCCI and the Licensee for the term of the MRA (as amended). In the event of inconsistency between the MRA and/or the First and/or Second Contract Addenda, and this Third Addendum then this Third Addendum shall prevail

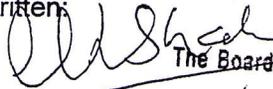
IT IS HEREBY AGREED THAT:

1. On or before 14th March 2008 Licensee shall pay to BCCI the 50% balance for the November/December 2007 series against Pakistan, in the sum of Rs. 147,10,68,540. The parties agree that this amendment shall not set a precedent for future payments.
2. On or before 14th March 2008 Licensee shall either pay to BCCI the 50% balance of the License Fee for the first Test match against South Africa in March 2008 or shall provide a bank guarantee for the same.
3. On or before 14th March 2008 Licensee shall pay to BCCI the balance License Fee due for Domestic cricket in Contract Year 2 (i.e. 1st April 2007 to 31st March 2008), or shall provide a bank guarantee for the same amount in accordance with the payment schedule set out in the MRA (as amended).
4. On or before 14th March 2008 Licensee shall provide to BCCI bank guarantees for the License Fee sums due in Contract Year 3 (i.e. 1st April 2008 to 31st March 2009) of the MRA (as amended). Simultaneously BCCI shall return to Licensee the bank guarantees in its possession for Contract Year 2.
5. Licensee shall pay to BCCI the first 50% of the License Fee for the South Africa series 2008 as per the MRA (as amended), on or before 27th February 2008.



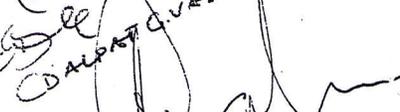
6. Failure by the Licensee to comply with the provisions of paragraphs 1 to 5 above, shall entitle the BCCI to terminate the MRA and immediately encash the Bank Guarantee in its possession for the contract year two without issuance of any notice to M/s. Nimbus Communications Ltd as provided under the MRA.
7. On termination of the MRA, BCCI will be free to award the Broadcasting Rights for India – South Africa Series 2008 to any other licensee, as per clause 10 of the Second Contract Addendum dated 2nd June 2007, without any objections from M/s. Nimbus Communications Ltd. Any shortfall of the Licensee fee for the said series than agreed under the MRA shall be recovered by the BCCI from M/s. Nimbus Communications Ltd. For avoidance of doubt thereafter clause 10 of the Second Addendum shall remain in full force and effect.
8. All other future payments shall be in accordance with the payment schedules set out in the MRA (as amended).
9. Both parties agree to keep the terms and conditions of this Addendum strictly private and confidential.
10. This Third Addendum will be construed in accordance with Indian Law and Courts at Mumbai shall have exclusive jurisdiction. In the event of any dispute arising under this Addendum Agreement, the parties shall submit to binding arbitration in Mumbai in accordance with the rules and regulations of the Indian Arbitration & Conciliation Act 1996. Any dispute will be heard before a sole arbitrator to be appointed by mutual agreement of the parties or, failing such agreement, by the Mumbai High Court.

AS WITNESS the hands of the duly authorised officers of the Parties on the date first before written:

Signed by  For & On Behalf of
 For and on behalf of The Board of Control For Cricket In India
 The Board of Control for Cricket in India

Niranjana R. Shah
 Honorary Secretary

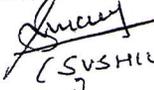
Witness:

1.  (J.K. SETHI)
2.  (DALPAT G. VADODKAR)

Signed by 
 For and on behalf of
 Nimbus Communications Ltd.



Witness:

1.  (SUSHILA MARY)
2.  (SALIL KHANDEPARKAR)

-----Original Message-----

From: "Sushila Mary" <smary@nimbus.co.in>

Date: Fri, 7 Dec 2007 10:42:19

To: <niranjan@airtel.blackberry.com>

Subject: Nimbus letter to BCCI dated 6th December 2007

Dear Mr. Shah,

Please find below text of Nimbus letter dated 06/12/07 mailed to you yesterday.

Thanking you

Yours Sincerely

Sushila Mary

=====

6 December 2007

The Board of Control for Cricket in India (BCCI)

Wankhede Stadium, 'D' Road

Churchgate

Mumbai

Attention: Mr. L.K. Modi – Chairman, Marketing Sub-Committee

Copy to: Mr. Niranjan Shah – Honorary Secretary, BCCI

Mr. Digvijay Singh – Nimbus Communications Ltd

Dear Lalit,

We are writing with reference to the recently issued BCCI Web Portal tender document.

We are concerned that this ITT adversely impacts on rights already granted to Nimbus.

Nimbus has been granted the Media Rights including the Internet rights. These rights are exclusive for 72 hours (with the exception of such rights as are specifically excluded in the MRA), and these are non-exclusive after 72 hours following the acquisition by Nimbus of the BCCI Archive.

At the time of acquisition of the MRA the BCCI Website was listed as an exclusion (under clause 5e) for the specific purpose of Highlights of each match/ceremony – these to be aired not earlier than 48 hrs after the conclusion of match/ceremony. This was reiterated in Clause 9.1 of the MRA. What is clear therefore is that prior to 72 hrs Nimbus has exclusive internet rights (with the exclusion of Highlights – these to be transmitted after 48 hrs from end of match); and after 72 hrs Nimbus has non-exclusive rights. These include streaming, clips, and any/all forms of legitimate usage.

Further, Nimbus has the rights to all international (including twenty20) and domestic matches (whether produced and/or telecast or not).

Finally BCCI is committed not to use the Excluded Rights in a manner that adversely impacts the Nimbus Rights – refer clause 5 of Exhibit A of the MRA. Therefore the WEB

ITT that BCCI has produced must take care not to violate Nimbus rights as above. Instead we find that there is an encroachment on Nimbus rights in terms of what is on offer by way of rights and content.

We are concerned that certain aspects of the tender document are in conflict with the rights granted to Nimbus under our MRA and wish to point these out as follows:

Page 9 – 3.2 B (vi) (a)

Clause 5 of the Second Addendum to the MRA, executed on 2nd June 2007, clearly establishes the value of Twenty/20 matches for inclusion as additional matches in all future tours under the MRA. It is therefore not possible for the live internet rights to such Twenty/20 matches to also be granted to the BCCI's web portal. Nimbus has the exclusive internet rights to all BCCI matches scheduled in the MRA to which Clause 5 of the 2nd Addendum has added Twenty/20 matches. We cite the India vs Australia Twenty/20 match by way of example of this fact in practice.

Page 10 – 3.2 B (vi) (a)

The BCCI states that it intends to exclude live broadband internet rights from future media rights tenders. We would point out in the strongest terms this will have a significant impact on the value and operational viability of future broadcast licenses around the world, and therefore a consequent impact on the value parties will be willing to pay to BCCI for its media rights. More and more broadcasters now simulcast their television programming via multiple platforms of which the internet is paramount, geo-blocked to that broadcaster's territory. Accordingly the BCCI's stated exclusion of future internet rights places it at direct variance to such industry moves towards "platform neutrality". This will significantly devalue the BCCI's media rights. Nimbus has a right of first negotiation to BCCI's media rights for the next cycle and can state now that the non-inclusion of internet rights will materially lower the price we might be prepared to offer, if any. This will be the case for all other interested parties.

Page 10 – 3.2 B (vi) (b)

Please could you clarify which domestic matches the BCCI is referring to as "new domestic events"?

Page 10 – 3.2 B (vi) (c)

Please could you clarify which domestic matches the BCCI is referring to as "additional domestic matches outside the agreed itinerary between BCCI and NCL for which the latter expresses no intention for transmission"? BCCI has granted the rights to all domestic cricket to Nimbus, which fact is not altered by non-transmission.

Page 11 – 3.2 B (vii)

Handwritten signature and date: 10/10/06

BCCI states that it can transmit highlights at the end of "each day's play" in respect of Tests. This is incorrect. BCCI may only transmit such highlights at the end of 48 hours after the completion of a match i.e. in the case of a test match upon completion of 48 hours after the completion of all 5 days.

Page 11 – 3.2 B (viii)

Please would you clarify what is intended in respect of "Live video scorecard" that includes "up to 30 seconds footage"? Clearly there can be no transmission of any footage within the 72 hour rights period granted exclusively to Nimbus, save for such derogations as referred to above.

Page 16 and 17

Please note that Nimbus will be unable to compel broadcasters to carry credits and logos if to do so would place them in breach of their applicable broadcast regulations and local laws.

With regard to the costs of accessing the live feed Nimbus technical charges shall of course apply.

Page 18 – 3.7

BCCI states that its web portal rights are to be exclusive yet Nimbus already has archive rights to the same material until 30th September 2008, transmission of which includes the internet. Nimbus has a rolling option each year thereafter (2nd Addendum Clause 11). As such any exploitation by BCCI prior to March 2010 will be on a strictly non-exclusive basis.

Please let us have your urgent responses to the above. In the meantime we have only recently received a copy of Schedule 6 to the web portal tender document, being the proposed web portal rights agreement itself. We will review this in light of the above points and revert with any further issues that arise.

In the circumstances Nimbus must reserve all its rights.

Yours faithfully,

Yannick Colaco
Executive Vice President – Sports

=====



10154

By Fax/Courier

10 October 2008

The Board of Control for Cricket in India
Wankhede Stadium
'D' Road, Churchgate
Mumbai 400 020

Attn. : Mr. N. Srinivasan – Honorary Secretary

CC : Mr. Shashank Manohar – President, BCCI
Mr. Sharad Pawar – Chairman, Marketing Sub Committee, BCCI
Mr. L. K. Modi – Vice President, BCCI
Mr. Harish Thawani – Chairman, Nimbus Communications Ltd
Mr. K. Digvijay Singh – CEO, Nimbus Communications Ltd

Dear Sirs

Media Rights Agreement dated 28th February 2006 (the "Agreement")- Further Material Breaches by BCCI

Further to our Notice of Material Breach sent by email yesterday, 9th October 2008, and today by hard copy letter, we are writing to further particularize the extent of the breaches caused by the BCCI on its website www.bcci.tv. This letter serves as a further formal notice of material breach by BCCI, in accordance with Clause 6.1(c) of the Agreement

As at the time of sending the Notice yesterday we had only been aware of a large succession of standalone clips being made freely available, on demand, on the website whilst play was taking place. Since the Notice was sent it has been brought to our attention that further infringements took place after the close of play, in the form of:

- (i) A lengthy on-demand highlights package of the entire day's play; and
- (ii) a series of on-demand compilations concerning specific aspects of the day's play eg. "4s", "6s", "Half centuries", "Centuries", "Session round-up"; "Pitch report", "Toss report", "Partnerships".

We must remind you that the position under the Agreement is absolutely clear. Clause 5 (e) of Exhibit A sets out the only exception to Nimbus's exclusive Broadband Internet Rights during the Rights Period of the respective Match. The Clause states that BCCI reserves only the right to transmit highlights of matches on BCCI Websites, but expressly states that such transmissions may not exceed 60 minutes in duration and may only be transmitted "after conclusion of the match". Further, Clause 9.1 of Exhibit A further clarifies that such post-match highlights may not be transmitted until at least 48 hours post completion of the match. The current match is still in progress with more than three days to go.



As with the standalone clips about which we have already complained, this material was accessible anywhere in the world, including in all of our key broadcast territories, in flagrant violation of the exclusive rights granted to us in our MRA

You will appreciate that we must insist that BCCI take immediate steps to remedy such material breaches of the Agreement and to ensure that no match footage appears on any BCCI Website until the match has finished and the appropriate "holdback" has been adhered to. Failure to do so will lead to further significant damage and loss for Nimbus, for which Nimbus will hold BCCI directly and totally responsible. Obviously you will understand, that we must also insist that BCCI provides Nimbus with written undertakings to cease such activity and not to permit any further infringements of Nimbus's exclusive rights under the Agreement

We expressly reserve all our rights and remedies.

Yours faithfully

For Nimbus Communications Ltd

A handwritten signature in black ink, appearing to read 'Salil Khandeparkar', written over a horizontal line.

Salil Khandeparkar
Assistant Vice President - Sports

A handwritten signature in black ink, followed by the date '10/1/15' written below it.



भारतीय क्रिकेट बोर्ड

भारतीय क्रिकेट बोर्ड
विकेटिंग विभाग
विकेटिंग विभाग

10/10/08

10/10/08

By Fax/Courier/Email

09 October 2008

The Board of Control for Cricket in India
Wankhede Stadium
'D' Road, Churchgate
Mumbai 400 020

Attn. : Mr. N. Srinivasan Honorary Secretary

CC : Mr. Shashank Manohar – President, BCCI
Mr. Sharad Pawar – Chairman, Marketing Sub Committee, BCCI
Mr. L. K. Modi – Vice President, BCCI
Mr. Harish Thawani – Chairman, Nimbus Communications Ltd
Mr. K. Digvijay Singh – CEO, Nimbus Communications Ltd

Re: Media Rights Agreement between Board of Control for Cricket in India ("BCCI") and Nimbus Communications Ltd. ("Nimbus") dated 28th February 2006 (the "Agreement") – Notice of Material Breach

Dear Sirs

In accordance with Clause 6.1(c) of the Agreement Nimbus hereby serves formal Notice of Material Breach upon BCCI that it is in material breach of fundamental and material provisions of the Agreement as follows:-

1. BCCI is exhibiting on its official website, BCCI.TV, throughout the world extracts of the coverage of the First Test match between India and Australia commencing today, 9th October 2008. Such clips have been and are being exhibited on a near-live basis whilst the days' play was continuing. Under Clause 4.3 of the Agreement, BCCI covenants with, and undertakes to, Nimbus:

"that it [BCCI] shall not itself exercise or exploit, nor permit or authorise any third party to exercise or exploit, the Media Rights (or any part thereof) in the Territories (or any part thereof) during the Rights Period [i.e. until 72 hours after the match]....."

The Media Rights, as granted to Nimbus, are as set out in Exhibit A to the Agreement and include "Broadband Internet Rights". Such rights are granted exclusively to Nimbus, subject only to the Excluded Rights. Clause 5 of Exhibit A sets out the Excluded Rights and Clause 5(e) of Exhibit A of the Agreement, "BCCI Websites", expressly addresses this issue. This provision, as the only exception to the exclusivity granted to Nimbus, reserves to BCCI the right to transmit highlights of matches via BCCI Websites (defined as the Official Internet Websites of the BCCI) but expressly states that:

"Such highlights may only be transmitted via BCCI website after conclusion of each match."

...Contd. 2/-

Signature
S.M.S.

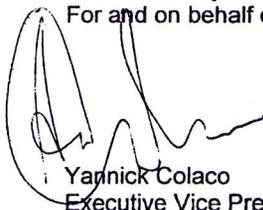


The transmission and making available by BCCI of coverage of the First Test Match, India vs. Australia on October 9th 2008 during the match is therefore a fundamental and material breach of a material term of the Agreement, namely the exclusivity of the Media Rights as granted to Nimbus. Such breach undermines and devalues the Media Rights granted to Nimbus and, further, places Nimbus, and/or its licensee, in breach of its licence agreements throughout the world. As such Nimbus will suffer material and significant damage flowing therefrom for which it will hold the BCCI directly responsible.

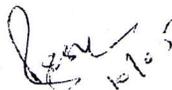
2. We would further point out that BCCI has previously been put on notice not to use the live feed of coverage of the match in such a way as to adversely impact upon the rights of Nimbus under the Agreement. See e-mail from Yannick Colaco to Mark Melville and Sundar Raman dated 4th October 2008 and in particular, the e-mail from Yannick Colaco, dated 8th October 2008 to Lalit Modi, N Srinivasan, Shashank Manokar which, inter alia, expressly reminded BCCI that BCCI does not have the right to display video clips during a match. We would also point out, see letter of 6th December 2007 to BCCI regarding the BCCI Web Portal tender document (electronic copy attached for your reference), that BCCI was advised prior to entering into its web portal agreement of the issue and potential for infringing Nimbus's rights. In the circumstances the BCCI's breach of the Agreement is a clear and wilful disregard of Nimbus's legal rights.
3. This breach by BCCI undermines the whole commercial structure and value of the Agreement and of all major international licences of media rights derived therefrom. It further undermines the very credibility of both Nimbus and BCCI.
4. We must therefore insist that BCCI take immediate steps to remove all clips from all BCCI websites and undertakes in writing henceforth to comply with its obligations under the Agreement. Nimbus will hold BCCI directly responsible for any and all losses and/or damages which flow from this breach.

Nimbus expressly reserves all rights and remedies including, without limitation, the right to terminate the Agreement if said breaches are not cured in accordance with Clause 6.1(c) of the Agreement and/or to sue for damages and/or seek injunctive relief at any time.

Yours faithfully
For and on behalf of **Nimbus Communications Ltd**



Yannick Colaco
Executive Vice President - Sports



GLOBAL CRICKET VENTURES

July 14th, 2009

Board of Cricket Control in India
Mumbai, India

Attention: Mr. Lalit Modi

Dear Mr. Modi:

Pursuant to paragraph 4(j) 4.12(i) of the Novation Agreement dated March 31, 2009 between Live Current Media Inc., Global Cricket Ventures PTE LTD ("GCV") and the Board of Control for Cricket in India, please accept this as notice that GCV will assign the burden and benefit of the Agreements ("collectively the Novation Agreement dated March 31st 2009 and the MOU between Live Current Media Inc and the BCCI-IPL dated April 16th, 2008") to Global Cricket Ventures Limited on or before July 31st, 2009. Upon completion of this transfer, Global Cricket Ventures Limited will manage the operations of the business and will be solely responsible for all payments, liabilities or other performance and delivery issues.

A copy of the Assignment Agreement, once it has been executed by both parties, will be provided to BCCI in due course.

Yours truly,

GLOBAL CRICKET VENTURES PTE LTD

By:



Mark Melville
Director and Acting CEO

17 Phillips Street,
#05 - 02 Grand Building,
Singapore, 048695

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Akhila Kaushik <akhila.kaushik@bccci.tv>

from

lkm@aol.com

to

varshamanohar@yahoo.com,
records@bccci.tv,
ksvichu@yahoo.co.in,
Mark Melville <mmelville@livecurrent.com>

cc

Tue, Nov 18, 2008 at 11:04 PM

date

FW: Update
Dear Lalit,

subject

Forwarding a copy of the addendum to the BCCI website agreement with Live Current Media as discussed in Bangkok for your approval.

Copy already sent to secretary who will sign after your approval.

Regards,
Akhila.

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FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment (“**Amendment**”) to the Memorandum of Understanding Between Live Current Media Inc. and the Board for Control for Cricket in India for Development and Launch of Web Portal Rights Therein dated April 17, 2008 (the “**MOU**”), is entered into by and between Live Current Media Inc. and its subsidiaries (“**LCM**”) and the Board for Control for Cricket in India (“**BCCI**”) effective as of October 1, 2008 (the “**Effective Date**”).

RECITALS

WHEREAS, pursuant to the terms of the MOU, BCCI granted LCM certain video rights (the “**Video Rights**”) for usage on BCCI.tv;

WHEREAS, certain of the Video Rights granted to LCM are inconsistent with exclusivity clauses in the BCCI broadcaster contracts;

WHEREAS, BCCI and LCM desire to reduce LCM’s Minimum Annual Fee (as that term is defined in the MOU) in exchange for LCM’s agreement not to use video in a manner that conflicts with the exclusivity rights granted in the BCCI broadcaster contracts;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LCM and BCCI agree to amend the MOU as follows:

AGREEMENT

1. LCM will use its best efforts not to utilize video in a manner that conflicts with the exclusivity rights BCCI has granted to broadcasters in the BCCI broadcaster contracts as of the Effective Date of this Amendment. However, BCCI agrees that LCM’s Video Rights will be protected in future BCCI contracts, including but not limited to future BCCI broadcaster contracts.
2. LCM’s Minimum Annual Fee will be reduced as follows:
 - (a) The October 1, 2008 payment will be reduced by \$500,000 to \$125,000.
 - (b) The October 1, 2009 payment of \$750,000 will be eliminated in its entirety.

For clarity, the tables below reflect the Minimum Annual Fee Payment Schedule as set forth in the MOU and the Revised Minimum Annual Fee Payment Schedule as agreed herein. Any payments not specified below will remain as outlined in the MOU.

SCHEDULE 2 FROM MOU

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Minimum Annual Fee Payment Schedule

Payment Due Date	Payment Amount (\$US)
October 1, 2008	\$625,000
January 1, 2008	\$625,000
April 1, 2008	\$625,000
July 1, 2008	\$625,000
October 1, 2009	\$750,000
January 1, 2009	\$750,000
April 1, 2009	\$750,000
July 1, 2009	\$750,000

Revised Minimum Annual Fee Payment Schedule

Payment Due Date	Payment Amount (\$US)
October 1, 2008	\$125,000
January 1, 2008	\$625,000
April 1, 2008	\$625,000
July 1, 2008	\$625,000
October 1, 2009	\$0
January 1, 2009	\$750,000
April 1, 2009	\$750,000
July 1, 2009	\$750,000

3. All terms and conditions of the MOU shall remain in full force and effect except as specifically amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

SIGNED AND DELIVERED)
by the within named LIVE CURRENT MEDIA Inc)
by the hand of its authorised signatory)

Mr. Geoff Hampson

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SIGNED AND DELIVERED)
by the within named BCCI)
Board of Control for Cricket in India)
by the hand of its authorised signatory)

Mr. Lalit Modi

LIVE CURRENT

March 15, 2009

Dear Lalit:

Re: Hand Back of BCCI.tv Portal

Following your request to return the rights and license around the BCCI website as specified in our April 16th, 2008 agreement I have discussed the request with my Board of Directors. The BCCI site and content was an important part of our overall strategy. We do, however, understand the BCCI's desire to have complete control over the content on the Official Site and therefore have agreed to terminate the agreement.

As consideration for handing back the BCCI website we would request that the BCCI agrees to transfer our IPL agreement to another company, GCV Mauritius.

We will make the payments owed under the agreement shortly.

I look forward to continuing our partnership around the Official IPL Website.

Yours very truly,

LIVE CURRENT MEDIA INC.

By: _____


C. Geoffrey Hampson
Chairman and CEO

Live Current Media Inc.

375 Water Street, Suite 645
Vancouver, British Columbia
Canada V6B 5C6

P 604.453.4870
F 604.453.4871

DATED March 31, 2009

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LIVE CURRENT MEDIA Inc

- and -

GLOBAL CRICKET VENTURES PTE LTD

- and -

BOARD OF CONTROL FOR CRICKET IN INDIA

NOVATION AGREEMENT


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THIS NOVATION AGREEMENT (the "Agreement") is made the ^{31st} day of ⁴⁶
March 2009

BETWEEN

- (1) **LIVE CURRENT MEDIA Inc.**, having its principal office at Suite 645, 375 Water St., Vancouver, BC, CANADA, V6C 5B6 ("**Live Current**"); and
- (2) **GLOBAL CRICKET VENTURES PTE. LTD.**, a company incorporated under the laws of Singapore having its registered office at 17 Philip Street #05-01, Grand Building Singapore 048695 ("**GCV**"); and
- (3) **BOARD OF CONTROL FOR CRICKET IN INDIA** a society registered under the Tamil Nadu Societies Registration Act and having its address at Cricket Center, Wankhede Stadium, Mumbai – 400020 India (the "**BCCI-IPL**").

(Live Current, BCCI-IPL and GCV shall also as the context requires be referred to as a "**Party**" and collectively as the "**Parties**")

WHEREAS

- (A) On the 16 April 2008, Live Current and BCCI-IPL entered into a binding MOU under which BCCI-IPL authorised Live Current to design, build, operate, maintain and promote the official website of the Indian Premier League (the "IPL Website") (the "Original Agreement" or "MOU" attached as Schedule 1 hereto).
- (B) The parties to this Agreement have agreed that Live Current should be released and discharged from the Original Agreement and all outstanding obligations under the Original Agreement in respect of the period commencing on the date of this Agreement (the "Novation Date") subject to GCV undertaking to perform the Original Agreement (as amended hereunder) and to be bound by the terms of the Original Agreement from the commencement of the Novation Date onwards in place of Live Current.

WHEREAS IT IS HEREBY AGREED AS FOLLOWS, IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT ADEQUACY AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED AND ACCEPTED BY THE PARTIES HERETO:

- (1) GCV undertakes to Live Current and as a separate undertaking to BCCI-IPL to perform the Original Agreement and to be bound by the terms of the Original Agreement in respect of the period commencing on the Novation Date in every way as if GCV were a party to the Original Agreement in place of Live Current and on the basis that from the Novation Date GCV shall be regarded as having become a party to the Original Agreement in place of Live Current.



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(2) (a) With effect from the Novation Date BCCI-IPL releases and discharges Live Current from the Original Agreement and all outstanding obligations and any claims and demands under the Original Agreement including the Minimum Annual Fees originally due on October 1, 2008 and January 1, 2009 (the "Accrued Fees") and accepts the liability of GCV under the Original Agreement in lieu of the liability of Live Current and agrees to be bound by the Original Agreement in every way as if GCV were named in the Agreement as a party to the Original Agreement in place of Live Current. For the avoidance of doubt, with effect from the Novation Date, Live Current (a) shall immediately cease to exercise or exploit any such rights, licenses or benefits granted under the Original Agreement; (c) shall not thereafter use or exploit its previous connection with BCCI-IPL or the Indian Premier League, whether directly or indirectly; (d) shall not at any time thereafter (i) disclose or use any confidential information relating to BCCI-IPL, or the IPL acquired by Live Current during or as a result of the Original Agreement; (ii) make any use of any trade marks, trade names and/or logos of BCCI-IPL, the IPL sponsors, partners or franchises or any similar trade marks, trade names and/or logos; (iii) purport to be associated with BCCI-IPL and/or the IPL; (d) shall promptly return to BCCI-IPL all property of BCCI-IPL within its possession, save that Live Current will be permitted to retain such property as it demonstrates (to the BCCI's reasonable satisfaction) to be required by law to be maintained for records; (e) Current shall execute any documents required by BCCI-IPL to effect the termination and/or assignment to BCCI-IPL of any rights in connection with the IPL website (in accordance with clause 4.2 of the Original Agreement);

(b) GCV shall further pay BCCI-IPL the sum of US\$750,000 that is owing from Live Current to the Board of Control for Cricket in India under the Memorandum of Understanding entered into by Live Current and BCCI in respect of the BCCI official website dated 16 April 2008 and which is terminated by a mutual termination agreement signed simultaneously with this Novation Agreement. GCV shall pay the US\$750,000 by 1 July 2009 in addition to the sums due under the Original Agreement in accordance with the revised payment schedule as set out at Clause 4(k) below and the terms and conditions applicable to payments in the Original Agreement.

(3) Live Current covenants with GCV and as a separate covenant with BCCI-IPL that, except for payment of the Accrued Fees, it shall duly discharge all the liabilities and perform all the obligations of Live Current (if any) under the Original Agreement up to and including the Novation Date and undertakes to indemnify GCV and BCCI-IPL and keep GCV and BCCI-IPL indemnified against all actions, proceedings, claims, demands and expenses of whatever nature arising out of or in connection with any breach by Live Current of the terms of the Original Agreement, except for payment of the Accrued Fees, in respect of the period up to and including the Novation Date.

(4) GCV and BCCI-IPL hereby agree to amend the Original Agreement as follows:

US

- (a) Clause 1.5 of the Original Agreement shall be replaced with the following:

*"GCV will construct a web portal at CRICKET.COM (the "**CRICKET.COM Portal**")"*

- (b) The paragraph at the end of Clause 1.8 of the Original Agreement shall be amended as follows:

"In each case for a period commencing on 1 April 2008 and ending on 31 December 2017, subject to the terms and conditions of clause 1.9 below."

- (c) Clause 1.11 of the Original Agreement as set out below shall be deleted in its entirety and treated as intentionally deleted so that the numbering of subsequent sub-paragraphs does not change:

"In consideration of the rights granted to LIVE CURRENT MEDIA under this MOU and the Final Agreement, LIVE CURRENT MEDIA will pay BCCI-IPL a fee amounting to 5% of all Revenues (as defined above) generated from Live Current Media's Cricket.com website (or any replacement thereof) per annum."

(57)
MM

- (d) Clause 1.15(i) and 1.15(ii) of the Original Agreement as set out below shall be deleted in its entirety and treated as intentionally deleted so that the numbering of subsequent sub-paragraphs does not change::

*"(i) The Parties will set up a joint committee ("**Facilitation Committee**"), which will comprise of such number of LIVE CURRENT MEDIA representatives and BCCI-IPL representatives as may be agreed upon by the Parties. The Facilitation Committee will be chaired by a nominee of the BCCI or such other person as agreed between the Parties. It is agreed that the chair of the Facilitation Committee shall not have a casting vote on any issue.*

(ii) The payment schedule set out in clause 1.10 and detailed in Schedule 2 may be subject to review by the Facilitation Committee from time to time, but it is accepted that the payment schedule may only be varied with the written agreement of both Parties."

- (e) Clause 1.15(vii) of the Original Agreement shall be amended as follows (additional wording underlined):

"LIVE CURRENT MEDIA [GCV] shall provide BCCI-IPL with regular reports on the building and operation of the IPL Website, and in any event not less than twice per annum. BCCI-IPL may, at its discretion, review the progress and plans on the IPL Website rollout and the operation of the IPL Website and it is agreed that the IPL Website shall only be launched/promoted/operated after prior written approval of BCCI-IPL (not to be unreasonably withheld or delayed)."

(f) Clause 3.2(i) of the Original Agreement shall be amended as follows (additional wording underlined):

“(a) GCV shall have the exclusive right to display and commercially exploit all official IPL still photographic images whose rights are owned and controlled by the BCCI-IPL, including such photographs taken at Indian Premier League events, subject to the provisions of the press and photography accreditation arrangements, it being acknowledged that BCCI-IPL shall not be required to acquire rights to still photographic images of matches. GCV must ensure that such still images may not be refreshed in such a way as to create any form of sequencing that is akin to a moving image or video. It is acknowledged and accepted that BCCI-IPL’s Broadcast Partners (and their sub-licensees) shall be entitled (A) to receive a limited number of stills (free of charge) for use for promotional purposes only and not for any commercial exploitation and (B) to extract stills from the footage of IPL matches and to use the same for promotional purposes only and not for any commercial exploitation.”

“(b) IPL will be responsible for commissioning an “official photographer” (that will be mutually agreed upon by the Parties) for images which will be made available to GCV in accordance with this clause 3.2(i) with the costs of such official photographers to be shared by BCCI-IPL and GCV on a 50/50 basis.

“(c) Commercial exploitation of official still IPL photographic images shall be subject to the entity licensing and exploiting such images obtaining all necessary endorsement clearances from individuals featured in such photographic images.”

(g) Clause 3.2(ix) of the Original Agreement shall be amended as follows (additional wording underlined):

“(ix) GCV shall have the exclusive right and license to operate official on-line fantasy leagues of IPL and any and all official Flash-based online multi-player IPL games, excluding for the avoidance of doubt any SMS exploitation”

(h) Clause 3.2(xv) of the Original Agreement as set out below shall be deleted in its entirety and treated as intentionally deleted so that the numbering of subsequent sub-paragraphs does not change:

“Rights over the sale of tickets online will be determined in the Final Agreement.”

(i) Clause 4.2(i) of the Original Agreement shall be amended as follows (additional wording underlined):

“GCV will assign to BCCI-IPL on creation:

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(i) *all intellectual property rights (including but not limited to all copyright) in the design, look, feel, format and all content of the IPL Website (including without limitation any and all clips or highlights of IPL matches produced by GCV under this MOU) and BCCI-IPL will grant GCV a licence to use such rights during the Term;*"

(j) The Original Agreement shall be amended by adding the following clauses at Clause 4.9:

4.9 Termination

Either party may at any time (without prejudice to any other rights it may then have against the other party at law or in equity or otherwise) by giving notice in writing to the other party terminate this MOU forthwith in any of the following events:

- (i) *if the other party shall commit or permit to be committed any material breach or breaches of any of the terms conditions and warranties contained herein and does not remedy such material breach within 14 days of written notice so to do; or*
- (ii) *if the other party (being an individual) shall commit an act of bankruptcy and/or become bankrupt or have a receiving order made against him or shall enter into an arrangement or composition with or for the benefit of his creditors or shall suffer an execution to be levied against his goods or property or (being a Company) shall be wound up whether compulsory or voluntarily (save for the purpose of reconstruction) or shall suffer an execution to be levied against its goods or property or shall have a Receiver appointed over its assets or any of them or if notice of any liquidation proceedings shall be served upon it.*

4.10 Effect of Termination or Expiry

Upon expiration or termination of this MOU for any reason whatsoever:

- (i) *all rights, licenses and benefits granted to GCV under this MOU shall forthwith revert to BCCI-IPL;*
- (ii) *GCV shall immediately cease to exercise or exploit any such rights, licenses or benefits and BCCI-IPL shall immediately thereafter be entitled to grant all or any such rights, licenses or benefits to any other person;*
- (iii) *GCV shall not thereafter use or exploit its previous connection with BCCI-IPL or the Indian Premier, whether directly or indirectly;*
- (iv) *GCV shall not at any time thereafter (a) disclose or use any confidential information relating to BCCI-IPL, or the Indian Premier League acquired by GCV during or as a result of this MOU; (b) make any use of any trade marks, trade names and/or logos of BCCI-IPL, the IPL sponsors, partners*



Handwritten signature and date: 14/11/21

- or franchises or any similar trade marks, trade names and/or logos; (c) purport to be associated with BCCI-IPL and/or the IPL;
- (v) GCV shall promptly return to BCCI-IPL all property of BCCI-IPL within its possession, save that GCV will be permitted to retain such property as it demonstrates (to the BCCI-IPL's reasonable satisfaction) to be required by law to be maintained for records;
 - (vi) GCV shall execute any documents required by BCCI-IPL to effect the termination and/or assignment to BCCI-IPL of any rights in connection with this MOU;
 - (vii) such termination shall be without prejudice to any other rights or remedies to which a party may be entitled under this MOU or at Law as a result of or in relation to any breach or other event which gives rise to such termination, and shall not affect any other accrued rights or liabilities of either party as at the date of termination; and
 - (viii) within fourteen (14) days after the expiry of the Term or after any earlier termination of this Agreement, GCV shall upon and in accordance with the reasonable written instructions of BCCI-IPL either (at the BCCI-IPL's election): (a) deliver to (delivery costs being for the account of GCV where such instructions follow a termination of this Agreement by BCCI-IPL, but otherwise being for the account of BCCI-IPL) or make available for collection by BCCI-IPL; or (b) procure destruction of, all or any recordings of IPL-related footage and (unless agreement is reached pursuant to Clause 1.9(ii)(d)) stills, and such other tapes, videos and other recordings of IPL-related material delivered to GCV by or on behalf of BCCI-IPL pursuant to this MOU. Any such delivery shall be to the address notified to GCV by BCCI-IPL in writing or otherwise in accordance with the written instructions of BCCI-IPL; and
 - (ix) It is acknowledged and agreed that the terms of Clauses 2.1-2.4 (inclusive), 4.2, 5.6-5.10 (inclusive) shall survive termination of this MOU.

4.11 Trade Mark Protections And Intellectual Property

- (i) Other than expressly set out herein, GCV shall not adopt, create or begin to use:
 - (a) any registered or unregistered trade marks owned or used by BCCI-IPL or any IPL Team, in any language whatsoever; or
 - (b) any term which is confusingly similar to, is a colourable imitation of, or is a derivation of, or which unfairly competes with, any such trade marks.
- (ii) In particular, GCV shall not develop, use or register any name, logo, trade mark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which, in BCCI-IPL's

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reasonable opinion, may be inferred by the public as identifying with any of BCCI-IPL and/or any IPL Team.

- (iii) Any and all Intellectual Property Rights that subsists in the IPL world feed and IPL footage (including adaptations, edits, transmissions and recordings thereof by GCV) shall be owned by BCCI-IPL for the full term of copyright including all renewals, reversions and extensions thereof and thereafter in perpetuity.

4.12 Assignment

- (i) GCV shall not assign or purport to assign, sub-contract or otherwise part with the burden or the benefit of this MOU or any part thereof or interest hereunder to any person without the prior written consent of BCCI-IPL, subject only to (a) GCV's right to commercial exploit certain content as set out in Clause 3.2, and (b) GCV having the right, on provision of prior written notice to BCCI-IPL, to assign the burden or benefit of this MOU to the Global Cricket Ventures company that it is to be incorporated under the laws of Mauritius without the need to obtain the consent of BCCI-IPL for the same.
- (ii) BCCI-IPL may assign the benefit and burden of this MOU to any company capable of granting the rights granted hereunder.

4.13 Force Majeure

- (i) If either party is totally or partially prevented or delayed in the performance of any of its obligations (other than payment obligations and other obligations of GCV) under this MOU by an Event of Force Majeure (as defined below) and if such party gives written notice thereof to the other party specifying the matters constituting the Event of Force Majeure then the party so prevented or delayed shall be excused the performance of the affected obligation as from the date of such notice for so long as such cause or delay shall continue and shall have no liability to the other party as a result of its failure to perform or delay in performing the affected obligation. Without prejudice to the generality of the foregoing BCCI-IPL shall be under no liability whatsoever to GCV in the event of the non-delivery or non-availability of any world feed or tape or pictures occasioned by an Event of Force Majeure.
- (ii) For the purpose of this MOU the term "Event of Force Majeure" shall mean Act of God, revolution, national mourning, strikes, lock-outs or other industrial action, failure or delay in transmit, satellite failure, failure of any public utility or undertaking, terrorist action or threat thereof, civil commotion, invasion, war, threat or preparation for war, fire, explosion, storm, flood, earthquake, other natural disaster, epidemic

and any legislation, regulation or ruling of any government, court or other such competent authority or any other cause affecting the performance of this MOU arising from or attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of the party affected.

4.14 Non-Waiver

No failure or delay by BCCI-IPL or GCV in exercising any right, power or privilege hereunder shall operate as a waiver thereof or otherwise result in the loss of such right, power or privilege nor shall single or partial exercise thereof preclude any subsequent exercise in law in equity or otherwise.

4.15 No Partnership

Nothing contained in this MOU shall be interpreted as constituting a partnership or joint venture between the parties hereto and neither party hereto shall have authority to bind the other in any manner whatsoever unless otherwise expressly provided in this MOU.

- (k) Schedule 2 to the Original Agreement setting out the payment schedule shall be amended as follows:

“Minimum Annual Fee Payment Schedule

<i>Payment Due Date</i>	<i>Payment Amount (\$US)</i>
<i>July 1, 2009</i>	<i>\$1,500,000 plus \$750,000, a total of \$2,250,000</i>
<i>October 1, 2009</i>	<i>\$500,000</i>
<i>January 1, 2010</i>	<i>\$500,000</i>
<i>April 1, 2010</i>	<i>\$500,000</i>
<i>July 1, 2010</i>	<i>\$500,000</i>
<i>October 1, 2010</i>	<i>\$500,000</i>
<i>January 1, 2011</i>	<i>\$500,000</i>
<i>April 1, 2011</i>	<i>\$500,000</i>
<i>July 1, 2011</i>	<i>\$500,000</i>
<i>October 1, 2011</i>	<i>\$1,000,000</i>
<i>January 1, 2012</i>	<i>\$1,000,000</i>
<i>October 1, 2012</i>	<i>\$1,000,000</i>
<i>January 1, 2013</i>	<i>\$1,000,000</i>
<i>October 1, 2013</i>	<i>\$1,000,000</i>
<i>January 1, 2014</i>	<i>\$1,000,000</i>
<i>October 1, 2014</i>	<i>\$1,000,000</i>
<i>January 1, 2015</i>	<i>\$1,000,000</i>
<i>October 1, 2015</i>	<i>\$1,000,000</i>
<i>January 1, 2016</i>	<i>\$1,000,000</i>
<i>October 1, 2016</i>	<i>\$1,000,000</i>

Handwritten signatures and initials, including what appears to be 'G' and 'M'.

January 1, 2017	\$1,000,000
October 1, 2017	\$1,250,000
January 1, 2018	\$1,250,000

- (5) **Further Assurances.** The parties hereto shall execute and deliver such further assurances, instruments and documents and do all such things and acts which shall be necessary or appropriate for carrying out the purpose and intent of this agreement.
- (6) **Confidentiality and Publicity.** (a) No Party shall disclose (or permit or cause its employees, agents or representatives to disclose), Confidential Information (as defined in the MOU) disclosed to it (including information disclosed during audit) by another Party, to any other person, without the prior written consent of the other Party to whom the duty of confidentiality is owed, Except That the Parties may disclose any such Confidential Information: (a) if and to the extent required by Law or for the purpose of any judicial proceedings; (b) if and to the extent required by any regulatory or governmental body to which that party is subject including the U.S. Securities and Exchange Commission ("SEC"); (c) to its professional advisers (which shall include in the case of BCCI-IPL IMG), auditors and bankers, and its (or its Affiliates') employees, agents or representatives; (d) if and to the extent the information is or has come into the public domain through no fault of that Party; or (e) if and to the extent the other Party has given prior written consent to the disclosure. BCCI-IPL acknowledges that upon execution of this Agreement, Live Current must disclose this Agreement and the MOU to the SEC.
- (b) Live Current and BCCI-IPL agree to cooperate with respect to the form and content of a joint press release to be issued by Live Current and BCCI-IPL on the signing of this Agreement with respect to the termination of the MOU and this Agreement. Neither Live Current nor GCV shall release any press release relating to the MOU or this Agreement without BCCI-IPL's prior written approval which shall not be unreasonably withheld.
- (7) **Representations of the Parties.** Live Current, BCCI-IPL, and GCV each represents to the other Parties that: (a) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation and is in good standing; (b) it has power to execute and perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (c) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its charter or bylaws, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; (d) all governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and (e) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

- (8) **Waiver.** Any term of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by any laws or otherwise afforded, will be cumulative and not alternative.
- (9) **Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party hereto.
- (10) **Binding Effect.** This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.
- (11) **Entire Agreement.** This Agreement (of which the Schedule hereto forms an integral part) supercedes all prior discussions, representations, warranties and agreements, both written and oral, among the Parties with respect to the subject matter hereof, and contains the sole and entire agreement among the Parties with respect to the subject matter hereof. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action, suit or other proceeding involving this Agreement.
- (12) **Headings and Defined Terms.** (a) The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. (b) Capitalised terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the MOU.
- (13) **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.
- (14) **Governing Law**
- (a) This Agreement shall be governed by and construed in accordance with the substantive laws of India. Any dispute arising out of or in relation to this Agreement involving the interpretation or implementation of the clauses of this Agreement, or the breach, termination or validity thereof, shall be resolved in accordance with the procedures specified in this clause which shall be the sole



and exclusive procedure for the resolution of any and all such disputes before seeking recourse to Arbitration. 56

- (b) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by good faith negotiations for a period of twenty-one (21) days from date of issuance of written notice that a dispute has arisen.
- (c) Any dispute which has not been resolved as provided herein within 21 days of the initiation of such procedure, shall be settled exclusively by arbitration in Mumbai India, in accordance with ARBITRATION AND CONCILIATION ACT, 1996. The arbitration tribunal shall consist of 3 arbitrators, with each party designating one arbitrator and the said chosen arbitrators designating the third arbitrator. The place of arbitration in India shall be Chennai, and the language of arbitration shall be English. The arbitrators are not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration.
- (d) The parties hereby agree any award of the tribunal shall be enforced in any court of competent jurisdiction in Mumbai.
- (e) This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

Handwritten signatures and initials, including a large signature and the initials 'GA' and 'MM'.

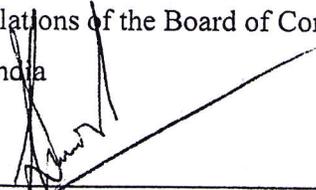
57

The parties to this Agreement have signed and entered into this Agreement on the day and in the year first written above.

EXECUTED AS A DEED

Signed and delivered for
BOARD OF CONTROL FOR CRICKET
IN INDIA

In accordance with the Memorandum and
Rules and Regulations of the Board of Control
For Cricket in India

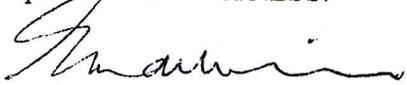


Name: Lalit Modi

Position: Chairman and Commissioner, Indian Premier League

Date: _____

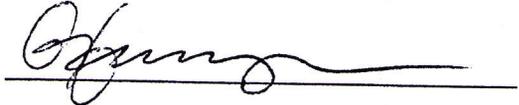
In the presence of a WITNESS:



Name: K.M. DE VILLIERS

Date: _____

Signed and delivered for
LIVE CURRENT MEDIA Inc



Name: C. Geoffrey Hampson

Position: Chairman and CEO

Date: _____



In the presence of a WITNESS:

Amy Frankel

Name: Amy Frankel

Date: _____

Signed and delivered for
GLOBAL CRICKET VENTURES PTE LTD

Mark Melville

Name: Mark Melville

Position: Director and Acting CEO

Date: _____

In the presence of a WITNESS:

Amy Frankel

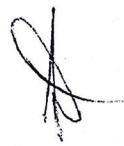
Name: Amy Frankel

Date: _____

SCHEDULE 1

The Original Agreement or MOU

54



GLOBAL CRICKET VENTURES

July 14th, 2009

Board of Cricket Control in India
Mumbai, India

Attention: Mr. Lalit Modi

Dear Mr. Modi:

Pursuant to paragraph 4(j) 4.12(i) of the Novation Agreement dated March 31, 2009 between Live Current Media Inc., Global Cricket Ventures PTE LTD ("GCV") and the Board of Control for Cricket in India, please accept this as notice that GCV will assign the burden and benefit of the Agreements ("collectively the Novation Agreement dated March 31st 2009 and the MOU between Live Current Media Inc and the BCCI-IPI. dated April 16th, 2008") to Global Cricket Ventures Limited on or before July 31st, 2009. Upon completion of this transfer, Global Cricket Ventures Limited will manage the operations of the business and will be solely responsible for all payments, liabilities or other performance and delivery issues.

A copy of the Assignment Agreement, once it has been executed by both parties, will be provided to BCCI in due course.

Yours truly,

GLOBAL CRICKET VENTURES PTE LTD

By:



Mark Melville
Director and Acting CEO

17 Phillips Street,
#05 - 02 Grand Building,
Singapore, 048695

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of August 11, 2009 (the "Effective Date") by and between:

GLOBAL CRICKET VENTURE PTE. LTD., a Singapore company having its registered office at 17 Philip Street #05-01, Grand Building Singapore 048695 ("GCV");

and

GLOBAL CRICKET VENTURES LIMITED (Mauritius), a company incorporated under the laws of Mauritius ("GCV Mauritius").

RECITALS

WHEREAS Live Current Media Inc. ("Live Current") was retained by the BCCI-IPF pursuant to a Memorandum of Understanding dated April 16, 2008 between such parties (the "Original Agreement") to construct and maintain the official website for the Indian Premier League (the "Project");

AND WHEREAS on March 31, 2009, Live Current, BCCI-IPF and GCV entered into a Novation Agreement (the "Novation Agreement", attached as Schedule 1 hereto) under which the parties agreed that Live Current should be released and discharged from the Original Agreement commencing on the Novation Date and that GCV should thereafter perform the Original Agreement (as amended in the Novation) and to be bound by the terms of the Original Agreement commencing on the Novation Date in place of Live Current;

AND WHEREAS the Novation Agreement anticipates the assignment of the Original Agreement to GCV Mauritius and provides for such assignment without the prior consent of the BCCI-IPF;

AND WHEREAS GCV desires to assign the Original Agreement to GCV Mauritius and GCV Mauritius desires to accept such assignment;

AND WHEREAS GCV has given prior written notice to BCCI-IPF of its intention to assign the Original Agreement to GCV Mauritius as required by the Novation Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the terms and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. **Definitions.** Unless defined herein, capitalized terms have the meaning given to them in the Novation Agreement.

MM

2. **Assignment.** Pursuant to paragraph 11.1(f) of the Original Agreement, as above, paragraph 6.1(f) of the Novation Agreement, GCV hereby exercises its right to, and does transfer and assign unto GCV Mauritius all of its right, title and interest in and to the Original Agreement, as amended by the Novation Agreement, and GCV Mauritius hereby accepts such assignment, in each case as of the Effective Date.

3. **Assumption of Original Agreement.** GCV Mauritius hereby agrees to assume and to be liable for all past and future obligations and liabilities of GCV existing under, pursuant to or in connection with the Original Agreement, as amended by the Novation Agreement, and further agrees to indemnify and save harmless GCV in respect thereof.

4. **Further Assurances.** The parties hereto shall execute and deliver such further assurances, instruments and documents and do all such things and acts which shall be necessary or appropriate for carrying out the purpose and intent of this agreement.

5. **Waiver.** Any term of this Agreement may be waived at any time by the Party then entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. No waiver by any Party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by any law or otherwise afforded, will be cumulative and not alternative.

6. **Amendment.** This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party hereto.

7. **Binding Effect.** This Agreement is binding upon and for the benefit of our successors and assigns by the Parties and their respective successors and assigns.

8. **Entire Agreement.** This Agreement supersedes all prior discussions, representations, warranties and agreements, both written and oral, among the Parties with respect to the subject matter hereof, and contains the sole and entire agreement among the Parties with respect to the subject matter hereof. No prior drafts of this Agreement and its words or phrases from any such prior drafts shall be admissible into evidence in any action, suit or other proceeding involving this Agreement.

9. **Headings.** The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

10. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement will remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its enforcement hereof.

M.A.

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of Singapore.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties on the date and at the place stated below.

Signed and delivered for
GLOBAL CRICKET VENTURE PTE LTD

Michael Melville

Name: Michael Melville
Title: Director and Acting CEO
Date: Aug 25 2009

In the presence of a WITNESS

Amy Frankel

Name: Amy Frankel
Date: August 25, 2009

Signed on behalf and for
GLOBAL CRICKET VENTURES (MAURITIUS)

Name: Sunil Kumar
Title: Director

In the presence of a WITNESS

[Signature]



VIAMP

Subject FW: Fw: Transfer from GCV
Sender Prasanna <prasanna@iplt20.com>
Recipient lkm@iplt20.com <lkm@iplt20.com>
Copy sundar@iplt20.com <sundar@iplt20.com>
Date 20.08.2009 13:38

Lalit,

We have received the monies from GCV.

With Regards

Prasanna

From: Mohinder Partap Pandove [mailto:treasurerbcc@gmail.com]
Sent: 20 August 2009 11:58
To: prasanna@iplt20.com
Cc: deepak.sharma@bcc.tv
Subject: Re: Fw: Transfer from GCV

Dear Prasanna Ji,

As per the bank confirmation, we have received 2255000 USD from GCV. This is for your information.

Thanks

Hon. Treasurer's Office

On Thu, Aug 20, 2009 at 12:34 AM, Prasanna <prasanna@iplt20.com> wrote:

Deepak ji,

Please confirm the receipt.

Regards,

Prasanna

Sent on my BlackBerry®

From: Mark Melville
Date: Wed, 19 Aug 2009 11:13:51 -0700

To: Prasanna <prasanna@iplt20.com>

Subject: Re: Transfer from GCV

Prasanna,

As promised, please find attached confirmation of the wire of \$2,250,000 from Global Cricket Ventures to the BCCI. Once received, please confirm. Let me know if there are any issues.

Thank you,

Mark

On Sun, Aug 16, 2009 at 12:28 AM, Mark Melville <mmelville@livecurrent.com> wrote:

Thank you Prasanna. I will pass these details onto my finance people and get the payment process underway.

Best,

Mark

On Sun, Aug 16, 2009 at 12:21 AM, Prasanna <prasanna@iplt20.com> wrote:

Dear Mark,

The bank account details are as under:

Account Name: The Board of Control for Cricket in India

Saving A/c no. 57027644400

Bank name State bank of Travancore

Branch name Ashok Marg, C-Scheme, Jaipur-302001.

RTGS no. SBTR0000612

Swift code SBTRINBB612

Regards,

Prasanna

From: mark.melville1969@gmail.com [<mailto:mark.melville1969@gmail.com>] **On Behalf Of** Mark Melville

Sent: 15 August 2009 23:41

To: ikm@iplt20.com

Cc: Prasanna Kannan; Mark Melville; Sundar Raman

Subject: Re: Transfer from GCV

13

Lalit,

Thank you very much for the follow-up e-mail. You have characterized the situation accurately. My team and I really look forward to working with the IPL to build a world-class digital footprint. I am very excited about the opportunity and to partnering with your organization to capitalize on this opportunity.

In the short-term we will work closely with Faisal to ensure as smooth a transition as possible to a new and better IPL Official Website.

Prasanna, as requested please send through the wire details ASAP and we will start the transfer process. Feel free to call me on +1-604-418-5972 if you have any questions/issues.

Best,

Mark

On Fri, Aug 14, 2009 at 10:53 AM, lalit Modi <lkm@iplt20.com> wrote:

Prasanna

GCV wants to know the account details to transfer the amount due under our agreement and the exact amount too. Please ensure we give them full and accurate details include Swift Code and IBAN number so as to avoid errors in the transmission.

Mark - once the amount is sent please send us the swift transfer copy for the same.

Mark - as per our conversation I understand you have restructured and the Funds are coming from GCV mauritius. This is fine with us and we will ensure our records are updated and we look forward to receiving our dues. further we understand you have severed your links with Net Link Blue and we are happy the same has been done and - we will provide you some time to get the IPL site up and running again. In the Mean time please work with Faisal on the transition of the same from Netlink Blue. We are not too concerned with Netlink having Subscriber data etc. If they or T20.com try and use our IP we will not only shut them down but take Legal action.

We are happy you have successfully terminated your arrangements with Netlink and we hope from now we will be able to have a smooth relationship. We further understand and acknowledge that due to your relationship with Netlink - you have not made any monies and as such that because you believe in building a strong relationship with us you have agreed to honour your contract with us and make due the payments to us for the Past. I am quite confident that this decision of yours will go a long way in cementing the relationship we all started with. We have also had many issues with Netlink and as such were helpless in doing anything as we were not directly contracted to them. Our Team will deal only with GCV team for both the CL and IPL sites. So let's get this back on track asap. I am glad you are moving to India and we look forward to us working closely going forward. Please ensure if T20.com has any images etc which have been licensed to you - that you and your lawyers deal with that immediately and firmly. We can if we are having problems with Netlink in up loading the site - come out with a temporary new site. We can in fact say coming soon and quickly in the next few days move to a basic site and then in the next few weeks fully develop the new site. I would want to ensure that the new site has all that we discussed in the past on it.

Faisal - we need to move quickly on this and let's not worry now about Netlink. If we are down for a few days so be it. Let's put a banner up under construction and start with new plan.

Warm Regards

Lalit Modi

Chairman and Commissioner IPL.

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LIVE CURRENT MEDIA INC
Chief Corporate Development Officer
T 604.453.4870
M 604.418.5972
E mmelville@livecurrent.com

www.livecurrent.com

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5 41
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T 604.453.4870
M 604.418.5972
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Chief Corporate Development Officer
T 604.453.4870
M 604.418.5972
E mmelville@livecurrent.com

www.livecurrent.com

From: Wildblood, Andrew <Andrew.Wildblood@imgworld.com>
To: lkmodi@aol.com
Subject: Re: Web Portals
Date: Fri, Mar 21, 2008 10:08 pm

Congratulations

*** Sent from my Blackberry wireless handheld ***

----- Original Message -----

From: lalit modi <lkmodi@aol.com>
To: Sharad Pawar email <sharadpawar.sp@gmail.com>; Sharad Pawar email <kiran68@gmail.com>; N Srinivasan <nsbccitreasurer@yahoo.co.in>; M P Pandove <jointsecretarybccii@yahoo.co.in>; M P Pandove <mppandove@airtel.blackberry.com>; Inderjit Bindra <isbindra@yahoo.com>; Niranjana Shah <niranjana@airtel.blackberry.com>; Niranjana Shah <saucricricket@vsnl.com>; Chirayu Amin <cramin@alembic.co.in>; Chirayu Amin <mdoff@alembic.co.in>; Arun Jaitley <ajaitley@ende.vsnl.net.in>; M A K Pataudi <makpataudi@hotmail.com>; Shasank Manohar <varshamanohar@yahoo.com>; Sunil Gavaskar <smgmsg@hotmail.com>; Ravi Shastri <shasravi@gmail.com>; Rajiv Shukla <shukla.rajiv@rediffmail.com>; Rajiv Shukla <shuklarajeev@gmail.com>; Bcci Aol <Bccimarketing@aol.com>; Fraser Castellino <Fraser.Castellino@Agilisys.co.uk>; Lachlan Murdoch <lkm@illyria.com.au>; Suresh Chellaram <suresh@chellaramsplc.com>; Mohit Burman <burmanm@Dabur.com>; Ness Wadia <ness@wadiagroup.com>; Aditya Khanna <aditya@finoble.com>; Karan Paul <karanpaul@apeejaygroup.com>; N Srinivasan <md@indiacements.co.in>; P K Iyer <pkIyer@deccan.com>; Srinivas Bommidala <sbommidala@gmrgroup.in>; B Srinivasan <Srinivasan.B@ril.com>; Vijay Mallya <vj@ubmail.com>; Shah Rukh Khan <shahrukhkhan@mac.com>; Jay Mehta <jaymehta@mehtagroup.com>; Shriram Ramdas <shriram.ramdas@gmrgroup.co.in>; Bala <R.Balachandran@ril.com>; Preity Zinta <pzindia@gmail.com>; N Krishnan <n.krishnan@deccanmail.com>; Vikram Malhotra <vikram.malhotra@flykingfisher.com>; Blesson <blesson@redchilliesinternational.com>; Rajaram <rajaram@bom5.vsnl.net.in>; Karuna <karuna@redchillies.com>; Sanjiv Chawla <sanjiv@redchillies.com>; P B Vanchi <vanchi.b@gmrgroup.in>; Srinivas Bommidala <Urbaninfra.Chairman@gmrgroup.in>; Amrit Thomas <amritthomas@ubmail.com>; Ritesh Bhatnagar <riteshbhatnagar@ubmail.com>; Raghu <raghu@indiacements.co.in>; R Srinivasan <rs@indiacements.co.in>; Prasanna Kannan <ksvichu@yahoo.co.in>; Rakesh Singh <rakeshsingh@indiacements.co.in>; Aditya Chellaram <achellaram@dynamincnigeria.com>; Kaushik Roy <Kaushik.roy@ril.com>; Yogesh Shetty <yogeshshetty@btinternet.com>; Amar Bindra <amar.bindra@gmail.com>; Bhandari Inderbir <bhandarii@hotmail.com>; Jeet Banerjee <jeetban@gmail.com>; Neil Maxwell <Neil@insiteorg.com>; Loffhagen, John; Wildblood, Andrew; Dhiraj Malhotra <iplmarketing@aol.com>; Simpson, Catherine; Fordham, Michael; Wright, Tim; Radhika Moolraj <bccimarketing@aol.com>; Griffiths, Peter; Nic <nicholas@iplt20.co.in>; Sundar Raman <sundar@iplt20.co.in>; Dhiraj Malhotra <dhiraj@iplt20.co.in>; Bailey, Matthew
Cc: Percy Dubash <percy.dubash@adfactorspr.com>; Rahul Chakravarti <rahul.chakravarti@accenture.com>; Anish Gupta <anish.gupta@accenture.com>
Sent: Fri Mar 21 15:30:11 2008
Subject: Web Portals

Friends and colleagues

Its after a whole years work that we have finally a few minutes ago sealed a deal for the Bcci Web Portal and the IPL web portal with a North American based company. The company is a listed entity and I will give you more information of the same at our working committee meeting in Chennai on tuesday.

For fear of leaks and as its a listed company, the company has asked us not to disclose its name as it has to formally comply with there listing requirements.

The term sheet has been finally agreed to by all parties and we are going to formally announce the same on the 7th of April. That's the date we formally launch the IPL web Portal too. The Bcci Web portal's Beta site should be up and running sometime in July this year with a full version for a formal launch in August.

The deal to the Bcci and IPL combined is worth 50 Million US Dollars over the term. Further we have a 50:50 Revenue split on every dollar earned or whichever is higher.

Full details will be provided to you as soon as we can. I thought it appropriate to keep you all in the loop in regard to this much awaited news.

We look forward to adding another partner to our ever expanding portfolio and also to complete the process for exploiting our various rights. The final chapter will be to bring on board Bcci's Mobile service provider. That should not be too long as the 3G services are rolling out all over the world and in india too they will be out in the next few months. We will keep you posted on the same as soon as we have further updates on the same.

Warm regards

Lalit Modi

Chairman and Commissioner IPL

Vice President BCCI

Sent from my BlackBerry® wireless device

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From: isbindra@yahoo.com
To: Lalit Modi <LKMODI@aol.com>
Subject: Re: Web Portals
Date: Fri, Mar 21, 2008 9:15 pm

Well done. Another feather in your cap.
With regards and best wishes,
Inderjit Bindra

Cell: +91 98 722 16150
Cell: +91 98 99 11 2602
Off: +91 172 223 2305
Fax: +91 172 223 2304

-----Original Message-----

From: "lalit modi" <lkmodi@aol.com>

Date: Fri, 21 Mar 2008 15:30:11
To: "Sharad Pawar email" <sharadpawar.sp@gmail.com>, "Sharad Pawar email" <kiran68@gmail.com>, "N Srinivasan" <nsbccitreasurer@yahoo.co.in>, "M P Pandove" <jointsecretarybcciyahoo.co.in>, "M P Pandove" <mppandove@airtel.blackberry.com>, "Inderjit Bindra" <isbindra@yahoo.com>, "Niranjan Shah" <niranjan@airtel.blackberry.com>, "Niranjan Shah" <saucricricket@vsnl.com>, "Chirayu Amin" <cramin@alembic.co.in>, "Chirayu Amin" <mdoff@alembic.co.in>, "Arun Jaitley" <ajaitley@nde.vsnl.net.in>, "M A K Pataudi" <makpataudi@hotmail.com>, "Shasank Manohar" <varshamanohar@yahoo.com>, "Sunil Gavaskar" <smgmsg@hotmail.com>, "Ravi Shastri" <shasravi@gmail.com>, "Rajiv Shukla" <shukla_rajiv@rediffmail.com>, "Rajiv Shukla" <shuklarajeev@gmail.com>, "Bcci Aol" <Bccimarketing@aol.com>, "Fraser Castellino" <Fraser.Castellino@Agilisys.co.uk>, "Lachlan Murdoch" <lkm@illyria.com.au>, "Suresh Chellaram" <suresh@chellaramsplc.com>, "Mohit Burman" <burmanm@Dabur.com>, "Ness Wadia" <ness@wadiagroup.com>, "Aditya Khanna" <aditya@finoble.com>, "Karan Paul" <karanpaul@apeejaygroup.com>, "N Srinivasan" <md@indiacements.co.in>, "P K Iyer" <pkiyer@deccan.com>, "Srinivas Bommidala" <sbommidala@gmrgroup.in>, "B Srinivasan" <Srinivasan.B@ril.com>, "Vijay Mallya" <vj@ubmail.com>, "Shah Rukh Khan" <shahrukhkhan@mac.com>, "Jay Mehta" <jaymehta@mehtagroup.com>, "Shriram Ramdas" <shriram.ramdas@gmrgroup.co.in>, "Bala" <R.Balachandran@ril.com>, "Preity Zinta" <pzindia@gmail.com>, "N Krishnan" <n.krishnan@deccanmail.com>, "Vikram Malhotra" <vikram.malhotra@flykingfisher.com>, "Blesson" <blesson@redchilliesinternational.com>, "Rajaram" <rajaram@bom5.vsnl.net.in>, "Karuna" <karuna@redchillies.com>, "Sanjiv Chawla" <sanjiv@redchillies.com>, "P B Vanchi" <vanchi.b@gmrgroup.in>, "Srinivas Bommidala" <Urbaninfra.Chairman@gmrgroup.in>, "Amrit Thomas" <amritthomas@ubmail.com>, "Ritesh Bhatnagar" <riteshbhatnagar@ubmail.com>, "Raghu" <raghu@indiacements.co.in>, "R Srinivasan" <rs@indiacements.co.in>, "Prasanna Kannan" <ksvichau@yahoo.co.in>, "Rakesh Singh" <rakeshsingh@indiacements.co.in>, "Aditya Chellaram" <achellaram@dynamicnigeria.com>, "Kaushik Roy" <Kaushik.roy@ril.com>, "Yogesh Shetty" <yogeshshetty@btinternet.com>, "Amar Bindra" <amar.bindra@gmail.com>, "Bhandari Inderbir" <bhandari@hotmail.com>, "Jeet Banerjee" <jeetban@gmail.com>, "Neil Maxwell" <Neil@insiteorg.com>, "John Loffhagen" <John.Loffhagen@imgworld.com>, "Andrew Wildblood" <awildblood@imgworld.com>, "Dhiraj Malhotra" <iplmarketing@aol.com>, "Catherine Simpson" <Catherine.Simpson@imgworld.com>, "Michael Fordham" <Michael.Fordham@imgworld.com>, "Tim Wright" <Tim.Wright@imgworld.com>, "Radhika Moolraj" <bccimarketing@aol.com>, "Peter Griffiths" <Peter.Griffiths@imgworld.com>, "Nic" <nicholas@iplt20.co.in>, "Sundar Raman" <sundar@iplt20.co.in>, "Dhiraj Malhotra" <Dhiraj@iplt20.co.in>, "Matthew Bailey" <Matthew.Bailey@imgworld.com>
Cc: "Percy Dubash" <percy.dubash@adfactorspr.com>, "Rahul Chakravarti" <rahul.chakravarti@accenture.com>, "Anish Gupta" <anish.gupta@accenture.com>
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