

REDACTED

1.8 On-Screen Logos. It is understood and agreed that Affiliate may superimpose a logo or "bug" in a corner of the screen identifying Affiliate over the programming of the Service; provided however that Affiliate's bug shall appear only intermittently during any portion of the Service, and provided further that Affiliate shall not delete the Service's own promotion bug or its on-screen graphics.

2. Reports and Payments.

2.1

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2.6 Airline Distribution.

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Affiliate shall be entitled to distribute the Service to commercial aircraft on substantially the same financial terms and conditions as Affiliate distributes other basic cable network programming.

3. Format for Service.

Programmer shall make REDACTED available in the schedule of the Service (such available time defined as "Avails") for commercial or other announcements to be used by Affiliate or by third parties identified by Affiliate, and shall provide Affiliate with reasonable advance notice thereof

REDACTED

Programmer shall properly "tone switch", using industry recognized equipment, via inaudible signals, all commercial announcement minutes to enable Affiliate to insert its commercial announcements. Affiliate shall insert its authorized commercial or other announcements only in the positions and at the times which Programmer designates via cue tones and without interruption of any program of the Service. Affiliate shall be solely responsible for all materials inserted by Affiliate within the Service, and, subject to Section 8, shall fully indemnify and hold Programmer harmless from and against any and all claims and costs arising out of or related to the content of Affiliate's Avails pursuant to this Section 3. Affiliate agrees that it shall not provide any commercial or other announcements which do not comply with applicable governmental codes or Programmer's reasonable policies and

practices and, in each case, of which Affiliate has actual knowledge.

4. Marketing and Promotion.

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4.2 Programmer's Sales and Marketing Materials. Programmer shall provide Affiliate, upon Affiliate's request, with promotional and marketing advice for purposes of Affiliate's marketing of the Service.

REDACTED

4.3 Dealer Showroom Accounts. Affiliate shall be entitled to authorize agents authorized to sell Affiliate's programming services, including without limitation, consumer electronic equipment dealers, TVRO dealers, telephone companies, direct sales agents, and other agents to receive the Service for the sole purpose of demonstrating to their potential retail customers the functioning of satellite reception equipment and Affiliate's services, including the Service. Such agents shall not be deemed Service Subscribers, and therefore, no license fees shall be payable for distribution of the Service in such manner to such agents.

4.4 VIP Accounts. During the Term of the Agreement, Affiliate shall be entitled to authorize REDACTED "VIP" subscriber accounts for Affiliate's employees, key customers, vendors, and other similar parties to receive the Service. Such VIP accounts shall not be deemed Service Subscribers, and therefore, no License Fees shall be payable for such VIP accounts.

REDACTED

4.6 Free Preview. Affiliate shall have the right, from time to time, as part of marketing and sales promotions for Affiliate's services, to offer the Service free of charge

(i) to Service Subscribers or potential Service Subscribers for REDACTED or more, or to provide other promotional programs (including rebates, coupons or gift certificates) that effectively allow Service Subscribers or potential Service Subscribers to receive the Service without charge for REDACTED or more, so long as any individual Service Subscriber or potential Service Subscriber does not receive more than three REDACTED in the aggregate during the Term; and (ii) for REDACTED separate free promotions per year (each not to exceed REDACTED which may be in addition to the free time described in clause (i) above (all such promotions, the "Free Promotions"). Affiliate shall not be obligated to pay any License Fees for Service Subscribers who are receiving such Free Promotions, during such Free Promotion with respect to each Service Subscriber. In addition, during the Term Affiliate shall not be obligated to pay any License Fees for new Service Subscribers during such Subscriber's initial thirty (30) day service period, whether or not the Service Subscriber is paying Affiliate for such initial service period.

4.7

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4.8 Website Links. Each of Affiliate and Programmer shall use commercially reasonable efforts to provide "hot link" to each other's web sites.

4.9 Marketing. In exchange for Affiliate's continued carriage of the Service, Affiliate shall be entitled to "preferred provider status" in connection with marketing and promotion of the Service by Programmer (e.g., preferred placement in print, radio and television ads for the Service and preferred frequency of such promotions) in proportion to Affiliate's share of total distribution of the Service. For example, if Affiliate represents 50% of the total distribution of the Service, then Affiliate's logo shall be presented twice as prominently (or twice as often) as other distributors' logos in print materials and in television/radio calls to action.

5. Representations, Warranties and Covenants.

5.1 By Affiliate. Affiliate warrants, represents and covenants to

Programmer that it:

5.1.1

REDACTED

5.1.2 has the power and authority to enter into this Agreement and to fully perform its obligations hereunder;

5.1.3 shall distribute the Service in the Territory in accordance with and subject to the terms and conditions set forth in this Agreement;

5.1.4

REDACTED

5.1.5

REDACTED

5.1.6 shall not, without Programmer's prior written approval, use the names, titles or logos of the Service or any of its programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof, for any purpose other than in material intended to advise DIRECTV Subscribers or potential DIRECTV Subscribers of the availability and scheduling of the Service or as a channel identifier. The restrictions set forth in this Section 5.1.6 shall apply only to the extent they are applied by Programmer uniformly with respect to all of its distributors of the Service, and shall not apply if Affiliate has received a valid authorization from a third party for any of the uses described in this Section 5.1.6;

5.1.7 has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement; and

5.1.8 the obligations created by this Agreement, in so far as they purport to be binding on Affiliate constitute legal, valid and binding obligations of Affiliate enforceable in accordance with their terms.

5.2 By Programmer. Programmer warrants, represents and covenants to Affiliate that:

5.2.1

REDACTED

5.2.2 it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of Programmer enforceable in accordance with its terms;

5.2.3

REDACTED

5.2.4 it has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement;

5.2.5 it has secured and shall maintain in full force during the Term hereof all rights necessary for Affiliate to use and enjoy its rights in connection with its distribution of the Service, including, without limitation, obtaining all necessary trademarks, copyrights, licenses and any and all other proprietary intellectual property and other use rights necessary in connection with, and for Affiliate's distribution of, the Service (including without limitation, the right to use the names, titles or logos of the Service or any of its programs, the promotional materials supplied or approved by Programmer, the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof) and to perform its obligations hereunder and grant the rights granted pursuant to Section 1;

5.2.6 it shall not, without Affiliates prior written approval, use the name or logo for "DIRECTV" or any other works owned or controlled by Affiliate (and its related companies);

5.2.7

REDACTED

5.2.8

REDACTED

5.2.9 The obligations created by this Agreement, in so far as they purport to be binding on Programmer constitute legal, valid and binding obligations of Programmer enforceable in accordance with their terms;

5.2.10

REDACTED

5.2.11

REDACTED

6. Term; Termination.

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6.2 Termination for Breach, Bankruptcy; Discontinuance of Business. In addition to any other rights or remedies, in equity or at law, this Agreement may be terminated by either party (the "Affected Party"), in its discretion, at any time after any of the following occurrences, except as provided in this Agreement, with respect to the other party (the "Other Party"):

6.2.1

REDACTED

6.2.2 the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act; the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof; or

6.2.3

REDACTED

6.3 Termination by Affiliate. In addition to any other rights or remedies, in equity or at law, Affiliate may terminate this Agreement upon thirty (30) days' prior written notice to Programmer:

6.3.1

REDACTED

6.3.2

REDACTED

6.3.3

REDACTED

6.3.4

REDACTED

6.4 Force Majeure. Notwithstanding any other provision in this Agreement, neither Programmer nor Affiliate shall have any liability to the other or any other person or entity with respect to any failure of Programmer or Affiliate, as the case may be, to transmit or distribute the Service or perform its obligations hereunder if such failure is due to any failure or degradation in performance of the Delivery Source or the DTH Satellite(s) or

transponders on such satellites (as applicable) or of the DTH Distribution System (in which case, Affiliate shall be excused from its distribution obligations under this Agreement), or of any scrambling/descrambling equipment or any other equipment owned or maintained by others (including, without limitation, Affiliate's automated billing and authorization system), any failure at the origination and uplinking center used by Programmer or Affiliate, any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of Programmer or Affiliate, as the case may be (a "Force Majeure"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance;

REDACTED

6.5 Survival. Termination of this Agreement pursuant to this Section 6 shall not relieve either party of any of its liabilities or obligations under this Agreement, including without limitation those set forth below in Section 8, which shall have accrued on or prior to the date of such termination.

7. Separate Entities. No officer, employee, agent, servant or independent contractor of either party hereto or their respective subsidiaries or affiliates shall at any time be deemed to be an employee, servant or agent of the other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture,

partnership or principal-agent relationship between Programmer and Affiliate, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

8. Indemnification; Limitation of Liability.

8.1 By Programmer. Programmer shall indemnify, defend and hold harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's contractors, subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such contractors, subcontractors and distributors (collectively, the "Affiliate Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and expert's fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of

REDACTED

In addition, Programmer shall pay and hold the Affiliate Indemnitees harmless from any federal, state, or local taxes or fees which are based upon revenues derived by, or the operations of, Programmer. As used in this Section 8, "Affiliated Company(ies)" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity and any member, director, officer or employee of such person or entity.

8.2 By Affiliate. Affiliate shall indemnify and hold harmless each of Programmer, its Affiliated Companies, Programmer's contractors, subcontractors and authorized distributors, each supplier to Programmer of any portion of the Service hereunder and each participant therein and the directors, officers, employees and agents of Programmer, such Affiliated Companies, such contractors, subcontractors and distributors and such suppliers and participants therein (collectively, the "Programmer Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) incurred in connection with any claim against the Programmer Indemnitees arising out of

REDACTED

in addition, Affiliate shall pay and hold Programmer harmless from

any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, or the operations of, Affiliate.

8.3 Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder. The party wishing to assert its rights set forth in this Section 8 shall promptly notify the other of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (1) assume the defense of any claim, demand or action against such indemnitee and/or (2) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

8.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

8.4.1 IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE, PROVIDED THAT SALES REVENUE THAT AFFILIATE WOULD OTHERWISE BE ABLE TO RETAIN IN CONNECTION WITH THE SERVICE SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT INCIDENTAL OR CONSEQUENTIAL DAMAGES.

8.4.2 IN NO EVENT SHALL ANY PROJECTIONS, FORECASTS, ESTIMATIONS OF SALES AND/OR MARKET SHARE OR EXPECTED PROFITS, OR OTHER ESTIMATIONS OR PROJECTIONS BY AFFILIATE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, REGARDING OR RELATED TO AFFILIATE'S DTH BUSINESS BE BINDING AS COMMITMENTS OR, IN ANY WAY, PROMISES BY AFFILIATE.

9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, postage prepaid and return receipt requested, fax, or by an overnight delivery service to the receiving party at its address set forth above or as otherwise designated by written notice. Notice to Programmer shall be provided as follows:

Current TV, LLC
118 King Street
San Francisco, CA 94107
Attention: Chief Operating Officer
Fax: (415) 995-8229
cc: Chief Executive Officer
Fax: (415) 995-8283

Notice to Affiliate shall be provided as follows:

DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245
Attention: Senior Vice President, Programming
Fax: (310) 964-5416
cc: Executive Vice President and General Counsel
Fax: (310) 964-4991

Notice given by hand shall be considered to have been given on the date delivered or, if delivery is refused, as of the date presented. Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified (return receipt requested). Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery service shall be considered to have been given on the next business day.

10. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any present or subsequent breach of the same or similar nature. Subject to Section 8.4 above, all rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy which such party may have at law or in equity.

11.

REDACTED

12. Laws of California. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be fully performed therein by residents of the State of California, except to the extent that the parties' respective rights and obligations are subject to mandatory local, State and Federal laws or regulations. The parties hereby agree that the jurisdiction of, or the venue of, any action brought by either party shall be in a state or federal district court sitting in the Los Angeles, California and both parties hereby agree to waive any right to contest such jurisdiction and venue.

13. Entire Agreement and Section Headings. This Agreement sets forth the entire

agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof, including, without limitation, the NWI Agreement (which shall expire on

This Agreement shall not be modified other than in a writing, signed by each of the parties hereto. The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

14. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the unenforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that a restriction contained in this Agreement shall be unenforceable because of the extent of time or geography, such restriction shall be deemed amended to conform to such extent of time and/or geography as such court shall deem reasonable.

15.

REDACTED

16. Inadequacy of Money Damages. Programmer and Affiliate hereby

acknowledge and agree that Affiliate's distribution and marketing of the Service pursuant to the terms and conditions contained herein are of the essence of this Agreement. Affiliate further acknowledges and agrees that such carriage and marketing requirements, subject to Force Majeure and other conditions of this Agreement, are special and unique, and that Programmer would not be adequately compensated by the payment of money damages in the event that Affiliate failed to comply with any of such requirements. Programmer acknowledges and agrees that the grant of rights to Affiliate hereunder are special and unique, and that Affiliate would not be adequately compensated by the payment of money damages in the event that Programmer failed to comply with any of its obligations under this Agreement, including without limitation, providing access to any Service programming to Affiliate, as required hereunder.

17.

REDACTED

18. Survival of Representations and Warranties. All representations and warranties contained herein or made by the parties, and each of them, in connection herewith shall survive any independent investigation made by either party.

19.

REDACTED

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REDACTED

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute but one and the same instrument. The parties also agree that this Agreement shall be binding upon the faxing by each party of a signed signature page thereof to the other party. If such a faxing occurs, the parties agree that they will each also immediately post, by Federal Express, a fully executed original counterpart of the Agreement to the other party.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DIRECTV, INC.

By: 
Name: Dan Fawcett
Title: EVP

CURRENT TV, LLC

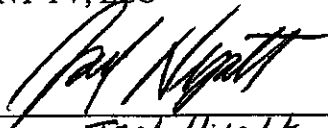
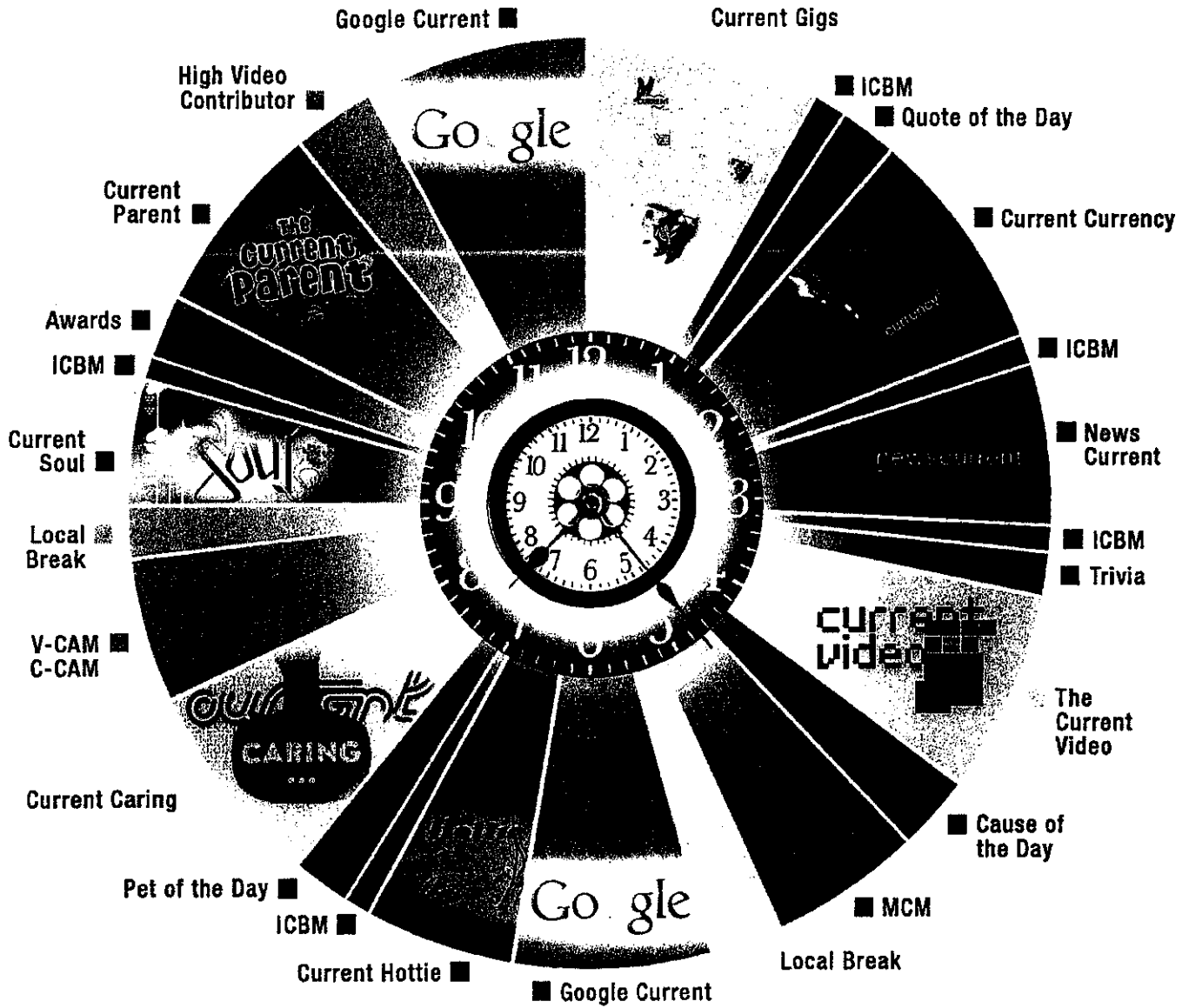
By: 
Name: Joel Hyatt
Title: CEO

EXHIBIT A

PROGRAMMING SCHEDULE

current

SAMPLE HOUR



KEY	
■	Isolated Creative Brand Message
■	Multi-Client Message
■	Viewer-Created Ad Message/Client-Created Ad Message (Long form content)

EXHIBIT B

REDACTED

REDACTED

**"CURRENT ON THE 101"
LICENSE AGREEMENT**

This Agreement (this "Agreement") is entered into as of REDACTED between Current TV, LLC ("Licensor") and LABC Productions, LLC ("LABC"), relating to Licensor's delivery of and LABC's premiere and exclusive (except as described below in Section 2) broadcast and exploitation of the Programs (as defined below).

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the adequacy of which is acknowledged, the parties agree as follows:

1. Description of the Programs: The "Programs" (tentatively entitled "Current on The 101") shall consist

REDACTED

2. License: Licensor hereby grants to LABC the premiere and exclusive (except as described below) right and license to transmit, display and exhibit (collectively "distribute") the Programs during the Exhibition Window (as defined below) to DIRECTV subscribers located in the United States, its territories and possessions (the "Territory") via the DIRECTV DTH System provided

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3. REDACTED

4. REDACTED

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7. Delivery: Licensor shall deliver the Programs and the Licensor Promos (as defined below) in accordance with the technical specifications as provided in Exhibit A (the "Masters") (it being understood that LABC shall have the right to distribute the Programs and the Licensor Promos in standard definition or high definition). Licensor shall deliver one (1) Program and the Licensor Promos for such Program no later than REDACTED Licensor shall deliver each of the remaining three (3) Programs and the Licensor Promos for the corresponding Program on or prior to REDACTED or as otherwise agreed to by the parties. Other than the production of the Masters and physical delivery of the Masters to LABC, LABC hereby acknowledges that it shall be solely responsible for technical costs incurred in connection with the preparation of the Programs for distribution by LABC once such Masters have been received by LABC.

8. LABC/DIRECTV Brand Integration: Licensor will include in all of the Programs A) a single card logo credit (e.g., a DIRECTV Original Entertainment spot or tag) and (B) single card credit in substantially the form, "A Current TV production for DIRECTV" in the beginning and/or end credits (as mutually agreed to by the parties) of all such versions of the Programs.

9.

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10.

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(a)

REDACTED

(b)

REDACTED

11.

(n)

REDACTED

REDACTED

(b) LABC shall have the right (but not the obligation) to create and authorize others to create promotional and marketing materials using the Programs (or portions thereof) to market and promote the Programs, provided that all such materials shall be subject to Licensor's prior approval, which shall not be unreasonably withheld.

(c) To the extent that data with respect to the ratings of the Programs is available in a commercially reasonable manner, LABC shall provide to Licensor data gathered by LABC regarding viewing by DIRECTV subscribers of the Programs

REDACTED

12. Clearances: Licensor shall acquire all necessary licenses, clearances, releases or permissions and pay any and all necessary fees required in connection with the distribution and promotion of the Programs.

13. Credits: Licensor shall ensure that all necessary and required credits are included in the Programs.

14.

REDACTED

15.

REDACTED

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