

Mr. Dan Taitz  
Oxygen VOD  
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ATTACHMENT A

Licensed Programs and Scheduling Terms

REDACTED



AFFILIATION AGREEMENT

"THE TENNIS CHANNEL"

DIRECTV, INC.

and

TENNIS CHANNEL, INC.

AFFILIATION AGREEMENT

AGREEMENT, made as of REDACTED (the "Execution Date"), by and between The Tennis Channel, Inc., a Delaware corporation ("Programmer"), and DIRECTV, INC., a California corporation ("Affiliate").

WHEREAS:

A. Affiliate has established a direct-to-home ("DTH") satellite-based television system in North America;

B. Affiliate desires to obtain the rights to distribute "The Tennis Channel" (the "Service," as defined in Section 1.3.1 below) via the DTH Distribution System (as defined in Section 1.2.2 below) in the United States, its commonwealths, territories and possessions, including Puerto Rico (the "Territory"); and

C.

REDACTED

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Term; Grant of Rights.

1.1 Term; Extension; Service Commencement Date. The term of this Agreement shall be for the period commencing on the date hereof and ending on the REDACTED of the Service Commencement Date (the "Term"). The "Service Commencement Date" shall mean the date that Affiliate commences distribution of the Service over a DTH Satellite (as defined in Section 1.2.2) to DIRECTV Subscribers (as defined in Section 1.2.2)

REDACTED

Affiliate shall launch the Service on the DTH Satellite on a date as determined by Affiliate in its sole discretion;

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1.2 Distribution; Certain Definitions.

1.2.1 Distribution Rights. Subject to the terms and conditions hereof, Programmer hereby grants to Affiliate the non-exclusive right to distribute the Service in the Territory via the DTH Distribution System to DIRECTV Subscribers'

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Affiliate shall have the right to use the names, titles or logos of the Service or any of its programs, or the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof.

1.2.2 The term "DTH Distribution System" shall mean the distribution system

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1.3 The Service.

1.3.1 The "Service" shall mean and consist of the national feed (or, if Programmer uses multiple feeds for the Service, such other of such multiple feeds designated by Affiliate) of the programming service commonly known as "The Tennis Channel," presented on a 24-hour per day, 7 days a week schedule, as represented by the programming schedule attached as Exhibit "B" hereto.

REDACTED

REDACTED

The Service shall be delivered to Affiliate in its entirety, meaning that the programming on the Service, as received by any Service Subscriber at a given point in time, shall be the same as the programming that is received by all other subscribers to the Service (including any programming that uses the name, brand or logo of the Service or any variation thereof (e.g., "Tennis Channel Plus")) at such point in time. The terms hereunder that cannot be reduced to an economic value shall be no less favorable to Affiliate than such terms that are provided to Other Distributors (as defined in Section 2.4).

REDACTED

1.3.2 All rights and title in and to the entire contents of the Service, including, but not limited to, films and recordings thereof, title or titles, names, trademarks, concepts, stories, plots, incidents, ideas, formulas, formats, general content and any other literary, musical, artistic, or other creative material included therein shall, as between Programmer and Affiliate, remain vested in Programmer.

1.3.3 Affiliate is authorized to distribute the Service using satellite master antenna television system (or similar system) ("SMATV") operators (including telephone companies and similar service providers) that serve multiple dwelling locations, master planned communities, multiple dwelling unit buildings or complexes or commercial or business establishments with multiple television viewing sites via such SMATV systems directly to end users within such buildings or establishments.

1.3.4 Pursuant to the terms of this Agreement, Programmer shall not propose or impose upon Affiliate, nor shall Affiliate be obligated to pay, any surcharge or other cost (other than the License Fees provided for in Section 2 hereof) for receipt and distribution of the Service.

1.3.5 Programmer and Affiliate agree that "Infomercials," defined as program-length direct sales commercials or programming, including, but not limited to, "sponsor-owned promotional programming," shall not comprise more than REDACTED hours per week of programming of the Service in each week (the "Infomercial Time"). The

Infomercials shall relate only to family-oriented issues and products. Infomercials shall not be broadcast on the Service during "Prime Time" (defined as the hours between REDACTED REDACTED in any time zone in the Continental United States).

REDACTED

1.4 Other Distribution Obligations. In addition, the parties agree as follows:

1.4.1 Subject to Programmer's obligations hereunder and Affiliate's rights under Section 17, Affiliate shall distribute the Service as transmitted by Programmer, in its entirety, in the order and at the time transmitted by Programmer without any intentional and willful editing, delays, time delays, alterations, interruptions, deletions or additions (collectively, the "Alterations") excepting:

REDACTED

Nothing herein shall be construed so as to prohibit a DIRECTV Subscriber's use of equipment, programming or other data supplied by Affiliate or any third party to make Alterations to the Signal as viewed on a

monitor/television screen

REDACTED

Programmer acknowledges that the DTH Distribution System requires and applies digital compression and encryption processes prior to transmission and decryption and decompression processes upon reception and agrees that such processing does not constitute an alteration and/or other modification of the Service,

REDACTED

Programmer shall fully encrypt the satellite signal of the Service utilizing encryption technology commonly used in the satellite distribution industry.

REDACTED

1.4.2 Programmer shall, at its sole expense, deliver the feed of the Service from a U.S. domestic communications satellite in the Territory commonly used for transmission of television programming (or, at Programmer's option and expense, a fiber optic or other facility reasonably acceptable to Affiliate) (the "Delivery Source") to each of Affiliate's uplink and broadcast facilities currently located in Castle Rock, Colorado and Los Angeles, California (collectively, the "Broadcast Centers"). In connection with the foregoing, Programmer shall, at its sole cost and expense, provide Affiliate with two receivers and decoders for the Service for each of the Broadcast Centers. Programmer shall have in place appropriate back-up transponder space on a second domestic communications satellite, or shall reserve back-up fiber link to the Broadcast Centers, such that in the event of a failure of the first satellite or fiber link, delivery of the Service to Affiliate shall not be interrupted or discontinued

REDACTED The format of the backup feed shall be the same format as the primary feed of the Service. As of the Service Commencement Date, the feed of the Service shall be delivered from American Telesat 7. The delivery of all feeds hereunder shall be pursuant to the technical specifications set forth at Exhibit "C" hereto.

1.4.3 Programmer and Affiliate shall use their respective commercially reasonable efforts to maintain for the Service a high quality of signal transmission in accordance with their respective technical standards and procedures.

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REDACTED

1.5 Program Guide. During the Term, Programmer, at its sole cost and expense, shall provide the daily programming schedule for the Service (including any Infomercials contained therein) to Tribune Media Service (or such other service designated by Affiliate) in order that Affiliate may access the program schedule for purposes of the on-screen program guide.

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2. Reports and Payments.

2.1 Reports; Payments; Audit Rights. Within forty REDACTED after the end of each month during the Term, Affiliate shall furnish Programmer a statement containing the number of "Service Subscribers" (defined as DIRECTV Subscribers authorized by Affiliate to receive the Service), as calculated by Affiliate as the average of the total number of Service Subscribers on the first and last day of the applicable month (the "Monthly Subscriber Level") together with payment of the License Fees in respect of such Service Subscribers. calculated pursuant to Section 2.2.

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2.2 License Fees. As full and complete compensation for Affiliate's right to distribute the Service, Affiliate shall pay to Programmer, on a monthly basis, for each Service Subscriber receiving the Service from Affiliate for such month, a "License Fee" determined pursuant to Programmer's rate card for the Service set forth in Exhibit "A" hereto. For clarification, the monthly License Fees shall be payable to Programmer for all Service Subscribers irrespective of whether Affiliate actually collects and/or receives payment for each Service Subscriber, except that, in order to partially reimburse Affiliate for the bad debt of Service Subscribers, Affiliate may deduct REDACTED from the Monthly Subscriber Level in calculating the License Fees owing to Programmer hereunder; provided that Affiliate shall show the total number of Service Subscribers less such deduction in its Licensee Fee Statements to Programmer.

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2.3 Late or Non-Payments. Any amounts that are not subject to a bona fide dispute by Affiliate and not paid by Affiliate after (i) the date payment is due pursuant to the first sentence of Section 2.1 and (ii) ten (10) days after Affiliate's receipt of written notice

from Programmer of such failure by Affiliate, shall accrue interest at the rate of  
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whichever shall be the lesser, from the  
date such amounts were due until they are paid.

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2.5 Bulk Billing. Subject to Exhibit A attached hereto, Affiliate shall have the right to calculate License Fees with respect to the distribution of the Service to any location containing multiple sites such as rooms, units, seats, televisions, etc., at which the Service may be received at such multiple sites within the location, including, without limitation, hotels, motels, commercial office buildings, hospitals and other healthcare facilities, university dormitories, prisons, multiple dwelling facilities, commercial buses, ships, trains, private planes, and oil rigs, bars and restaurants and similar commercial locations (each, a "**Bulk-Rate Facility(ies)**"), as follows: "**Bulk Bill Service Subscribers**" shall be included as Service Subscribers under Section 2.2 above, and such Bulk Bill Service Subscribers shall be calculated monthly by dividing Affiliate's total monthly revenues received (net of applicable taxes, refunds and rebates) from each account at Bulk-Rate Facilities attributable to the level of service received at the Bulk-Rate Facility including the Service, by the non-bulk bill prices of such level of service.

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3. Format for Service. Programmer shall make REDACTED minutes per hour 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,  
REDACTED

and

shall provide Affiliate with reasonable advance notice thereof.

REDACTED

The Avails provided by Programmer to Affiliate shall be no less favorable, in terms of the nature, use, scheduling, availability, length of the Avails and so forth (including make goods), than those provided to any other distributor of the Service.

REDACTED

In no event shall the total amount of commercial and promotional time on the Service exceed REDACTED minutes per hour. 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.

4.1

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REDACTED

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. Programmer shall promptly provide Affiliate, upon the same terms as provided to any Other Distributor, with any and all promotional, marketing or other related or similar materials of (or related to) the Service which it produces or provides to such Other Distributor; and if Affiliate shall request additional materials (the "Additional Promotional Materials"), then Programmer shall promptly provide such Additional Promotional Materials to Affiliate and Affiliate shall reimburse Programmer for all actual, third-party costs (including without limitation any shipping and freight costs) thereof. Programmer shall promote Affiliate's carriage of the Service at least as favorably as it promotes the carriage of the Service by an Other Distributor (including, without limitation, the frequency, prominence and calling by specific name),

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.

REDACTED

4.4 VIP Accounts. During the Term of the Agreement, Affiliate shall be entitled to authorize "VIP" subscriber accounts for Affiliate's employees, key customers, vendors, and other similar parties

REDACTED

During the Term of the Agreement, Affiliate shall provide to Programmer authorization for up to REDACTED VIP accounts for Affiliate's "Total Choice Plus" package (or a successor package selected by Affiliate), to be distributed by Affiliate without charge by Programmer, provided, however, Programmer acknowledges and agrees that such accounts shall be allocated solely without charge, to Programmer's affiliates and employees, and Programmer shall be responsible for all hardware and installation costs associated with such accounts, and all charges other than those related to the applicable Total Choice Plus or successor package.

4.5 Free Preview. Affiliate shall have the right, from time to time, as part of marketing and sales promotions for Affiliate's services, to (i) offer the Service free of charge to Service Subscribers or potential Service Subscribers for one month or more and 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 one month or more, and (ii) for three (3) separate free promotions (each not to exceed 72 hours) (all such promotions, "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

REDACTED

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,

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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. Affiliate shall have the right to promote the Service by airing Programmer approved clips of the Service on Affiliate's websites provided such clips shall not exceed REDACTED minutes in length (Programmer shall supply such clips).

4.9 Programmer Marketing. Programmer shall provide the following marketing support to promote Affiliate's carriage of the Service:

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REDACTED

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 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 5.1.5 shall apply only to the extent they are applied by Programmer uniformly with respect to all of its distributors of the Service; and

5.1.6 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

5.1.7 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 it is in compliance with and will comply with all material Laws

with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto;

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 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 Affiliate's 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 as of the date hereof, the programming on the Service consists of and during the Term hereof such programming shall consist of, that programming described in Section 1.3.1;

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

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5.2.12

REDACTED

6. Termination.

6.1 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"):

6.1.1

REDACTED

6.1.2 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

6.1.3

REDACTED