

6.2

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6.4 Intentionally Omitted.

6.5 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 material 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; provided, however, that if Affiliate determines in its sole discretion that it is commercially or technically unfeasible to cure a Force Majeure with respect to the DTH Distribution System or DTH Satellite and so notifies Programmer, then either party may terminate this Agreement effective upon written notice to the other party. The parties acknowledge and agree that although the Services may at any given time be uplinked to only one of several DTH Satellites, failure or material degradation in any of such DTH Satellites may require Affiliate to reduce the number of programming services available for allocation among all of the DTH Satellites, with such reduction including, without limitation, curtailment or termination of the distribution of the Service by Affiliate, at Affiliate's sole discretion. Accordingly, Programmer further acknowledges and agrees that the provisions set forth in the first sentence of this Section 6.5 shall apply and shall exculpate Affiliate and excuse the performance of Affiliate hereunder in the event of a failure or material degradation of any of the DTH Satellites or the transponders on any such satellites, regardless of whether the satellite to which the Service is uplinked at the time of such failure or material degradation is itself the subject of such failure or material degradation.

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The amount of the credit shall be the sum which is equal to the product of (x) the License Fees which would have been due to Programmer for such month absent the Force Majeure multiplied by (y) a fraction, the numerator of which is the total number of hours of programming affected by a Force Majeure during such month and the denominator of which is the total number of hours of programming which would have been provided absent such Force Majeure.

6.6 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 (i) Programmer's breach or alleged breach of any provision of this Agreement.

REDACTED

(iv) Programmer's advertising and marketing of the Service, and/or (v) any other materials, including advertising or promotional copy, supplied or permitted by Programmer. 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. "**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

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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 OR AN AFFILIATED COMPANY 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.

8.4.2

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9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, 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:

If by mail, facsimile  
or overnight or  
personal delivery:

The Tennis Channel, Inc.  
2850 Ocean Park Boulevard, Suite 150  
Santa Monica, California 90405  
Attention: Chief Executive Officer  
cc: Senior Vice President of Distribution  
cc: Vice President of Business & Legal Affairs  
Fax: (310) 314-9433

Notice to Affiliate shall be provided as follows:

If by facsimile:

DIRECTV, Inc.  
Attention: Senior Vice President, Programming  
Fax: (310) 535-5426  
cc: Business & Legal Affairs, Programming  
Fax: (310) 964-4883

If by overnight or  
personal delivery:

DIRECTV, Inc.  
2230 East Imperial Highway  
El Segundo, California 90245  
Attention: Senior Vice President, Programming  
cc: Business & Legal Affairs, Programming

Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified or registered mail. 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 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.

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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 (including the Exhibits attached hereto) 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. 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 enforceability 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.

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17. Cessation of Program Distribution. If Affiliate determines that its provision of any Service programming materially violates any Law, then, following written notice to Programmer, Affiliate may cease distributing such programming to the extent, but only to the extent, necessary and for the time necessary, as reasonably determined by Affiliate, to prevent such violation of Law from continuing.

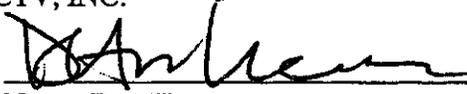
18. Survival of Representations and Warranties. All representations and warranties contained herein or made by the parties, and each of them, in connection herewith shall survive any independent investigation made by either party.

19. 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 overnight mail, 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.

Dated March 23, 2007

DIRECTV, INC.

*mw* By:   
Name: Dan Hartman  
Title: Senior Vice President, Programming Acquisitions

Dated March 23, 2007

THE TENNIS CHANNEL, INC.

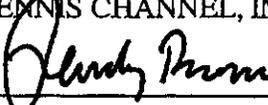
By:   
Name: Randy Brown  
Title: Senior Vice President of Distribution

EXHIBIT A

REDACTED

REDACTED

EXHIBIT B

PROGRAMMING SCHEDULE  
(TOURNAMENT AND NON-TOURNAMENT WEEK)

(See Attached)



**THE TENNIS CHANNEL  
2007 Non-Tournament Sample Schedule**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
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**INSTRUCTIONAL BLOCK**

**Instructional Block**

**INSTRUCTIONAL BLOCK**

**INSTRUCTIONAL BLOCK**

Competition	Racquet World or Other Tennis	Classic Match or Other Tennis
<b>Competition</b>		FTC Original Programming
		FTC Original Programming
		Classic Match or Other Tennis
		FTC Original Programming
		FTC Original Programming

Original Prem

**PAID PROGRAMMING**

SCHEDULE SUBJECT TO

REDACTED

REDACTED



The Tennis Channel, Inc.

REDACTED

Page 2

If this letter agreement is consistent with your understanding or our arrangement, please indicate Programmer's acknowledgment and agreement by authorized signature below.

Very truly yours,

DIRECTV, Inc.

Rangan G. Dey  
VP, Programming Acquisitions

mm

ACKNOWLEDGED AND AGREED:

The Tennis Channel, Inc.

Randy Brown

By: Randy Brown

Its: Sr. VP Distribution

The Tennis Channel, Inc.

REDACTED

Page 3

EXHIBIT A

*French Open Interactive*  
**Service Description**

REDACTED

The Tennis Channel, Inc.

REDACTED

Page 4

REDACTED

The Tennis Channel, Inc.

REDACTED

Page 5

REDACTED



Affiliate shall be obligated to distribute a minimum of REDACTED of VOD Programs at any given time.

REDACTED

3. Territory. The United States, its territories and possessions.

4.

REDACTED

5.

REDACTED

Set forth as Exhibit "A" attached hereto is a description of VOD Programs to be licensed to Affiliate and the applicable refresh rate. Affiliate shall adhere to the start and end times of exhibition periods applicable to each VOD Program;

REDACTED

6. Packaging. Programmer shall be included in the overall on-screen guide and grouped with other providers of VOD content according to genre (or such other grouping as determined by Affiliate). Affiliate shall consult with Programmer regarding the presentation and packaging of the VOD Programs beyond the overall on-screen guide but Affiliate shall make the final decisions with respect to such presentation and packaging.

7. Advertising. Programmer shall make REDACTED minutes per hour available in the VOD Programs, REDACTED (such available time defined as "Avails") for commercial or other announcements to be used by Affiliate or by third parties identified by Affiliate. The number of minutes of Avails (including the time used by Programmer) included in the VOD Programs per hour shall be consistent with the Affiliation Agreement:

REDACTED

8. Marketing. Programmer shall promptly provide Affiliate, upon the same terms as provided to any Other VOD Distributor, with any and all promotional, marketing or other related or similar materials of (or related to) the VOD Programs which it produces or provides to such Other Distributor. Programmer also shall promote the availability of the VOD Programs on Affiliate's VOD service and support Affiliate's marketing thereof at least as favorably as it promotes and supports its VOD content on any Other VOD Distributor's platform.

9. Other Distribution Obligations.

(i) No Alterations. Subject to Section 10, Affiliate shall distribute each VOD Program as provided by Programmer, in its entirety, in the order transmitted by Programmer without any Alterations, except to the extent permitted by the Affiliation Agreement.

REDACTED

(ii)

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(iii) Delivery.

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Programmer, using a provider reasonably acceptable to Affiliate (Affiliate hereby acknowledges that TVN is acceptable), shall encode and deliver the VOD Programs to Affiliate's Los Angeles broadcast center in file form via satellite or fiber optic link. The preferred encoded file type is MPEG-4 part 10. At least sixty (60) days prior to Programmer's VOD Launch Date, Programmer shall advise Affiliate in writing of its designated delivery provider. In connection with the foregoing, Programmer shall provide Affiliate with equipment necessary for Affiliate to receive and decode the VOD Programs (Affiliate hereby acknowledges that no equipment delivery is required by Programmer for delivery via TVN). In the event Programmer seeks to change the primary delivery mechanism from which the VOD Programs are delivered at any time during the Term and Affiliate approves such change

REDACTED

Programmer shall provide Affiliate with the necessary equipment required to receive the VOD Programs via the new delivery method

REDACTED

(iv) Program Guide. During the Term, Programmer agrees that at any time upon Affiliate's request, but no more than once per "refresh" of the VOD Programs,

Programmer, at its sole cost and expense, shall provide an updated programming schedule for the VOD Programs 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. The programming schedule shall be provided to TMS (or other service) whenever it changes and reasonably in advance of the related content delivery to Affiliate.

10.

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12. Ownership. All right, title and interest in and to the VOD Programs (including without limitation all trademarks, trade names, copyrights and other intellectual property) shall, as between the parties, at all times be the sole property of Programmer and/or its program suppliers, and Affiliate shall not make any claim to the contrary. Programmer acknowledges that a Subscriber may have to navigate one or more screens to access Affiliate's VOD service and Affiliate shall own and control all user interfaces, pages, links, and other navigational elements with respect to Affiliate's VOD service, and Programmer shall not make any claim to the contrary.

13.

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14. Termination. If either party defaults in the performance of any of its obligations hereunder, and such default shall not be cured within thirty (30) days after receipt of written notice thereof, then the other party may, in addition to any and all other rights which it may have against the other party, terminate this Agreement upon written notice.

15. Incorporation by Reference. The general legal protections set forth in the Affiliation Agreement, including, without limitation, the parties' representations, warranties and covenants, and the indemnification and limitation on liability provision, shall be incorporated into this Agreement and shall apply with respect to the VOD Programs. In the event of a conflict between this Agreement and the Affiliation Agreement, this Agreement shall control with respect to the VOD Programs.

Sincerely,

DIRECTV, INC.

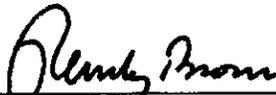
*WBS*

By: 

Dan Hartman  
Senior Vice President, Programming Acquisitions

AGREED TO AND ACCEPTED:

THE TENNIS CHANNEL, INC.

By: 

Randy Brown  
Senior Vice President, Distribution