

Programmer to encrypt the Service to a technology not compatible with Affiliate's then-existing descrambling equipment, or (iii) compresses, digitizes or otherwise modifies the signal of the Service in such a manner that it cannot be received or utilized by Affiliate, then Affiliate shall have the right to discontinue carriage of the Service (subject to a ten (10) day cure period); provided that this right of discontinuance and deletion shall not apply to Affiliate if Programmer agrees to promptly reimburse Affiliate for (I) the cost to acquire and install equipment necessary for Affiliate to receive the signal of the Service from such new satellite or other transmission medium, and/or (II) the cost to acquire and install equipment necessary for Affiliate to descramble, receive and/or utilize the signal of the Service; Programmer agrees to provide Affiliate with at least one hundred twenty (120) days' prior written notice of a satellite or technology change as set forth in subsections (i) through (iii) above.

(h) 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.

(a) Reports; Payments; Audit Rights. Regardless of whether Affiliate is required to pay Programmer the License Fee hereunder, within forty-five (45) days after the end of each calendar month during the Term, Affiliate shall furnish Programmer a statement containing the number of Service Subscribers, 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 (if any) in respect of such Service Subscribers, calculated pursuant to Section 2(b). Programmer shall accord confidential treatment to any information contained in the aforementioned statement in accordance with Section 15. At Programmer's request, Affiliate shall permit Programmer's representatives to review, during the Term (no more than once each calendar year) and for one (1) year after the end of the Term and on a one-time basis, such DIRECTV Subscriber records as required for the sole purpose of verifying only statements that cover periods during which Affiliate paid Programmer License Fees. Such review shall be at reasonable times, upon reasonable advance written notice and during normal business hours at Affiliate's offices. Any third party auditors retained by Programmer shall be a certified public accountant (subject to Affiliate's reasonable approval). Such review shall be conducted during reasonable business hours and in such manner as not to interfere with Affiliate's normal business activities and shall not continue for more than seven (7) consecutive days. Programmer shall not have the right to examine or inquire into any matters or items which are embraced by or contained in any such statement after the expiration of eighteen (18) months from and after the date of mailing of such statement, and such statement shall be final and conclusive upon Programmer upon the expiration of such eighteen (18) month period notwithstanding that the matters or items embraced by or contained therein may later be contained or referred to in a cumulative statement pertaining to more than one accounting period. Such cumulative statement shall not

be subject to audit by Programmer to the extent the material contained therein was first reflected on a statement submitted more than eighteen (18) months prior to the date of mailing of such cumulative statement. Programmer shall be forever barred from maintaining or instituting any action or proceeding based upon, or in anyway relating to, any matters that are embraced by or reflected on any statement rendered hereunder, or the accuracy of any item appearing therein, unless written objection thereto shall have been delivered by Programmer to Affiliate within eighteen (18) months after the date of mailing of the statement on which such transaction or items was first reflected and unless such action or proceeding is commenced within eighteen (18) months after delivery of such written objection. Programmer may not commence a new audit until all prior audits have been closed (i.e., after such closure is confirmed in writing by Programmer) and the results have been presented to Affiliate. If Programmer shall audit Affiliate's books and records, then Programmer shall, within sixty (60) days of the conclusion of such audit, inform Affiliate in writing of any claim resulting therefrom (including a true copy of any third party audit, and, except for the claims set forth in such notice, all statements rendered by Affiliate with respect to the period covered by such audit shall be conclusive and binding on the parties and not subject to further audit. The information derived from and the process of such review shall be subject to the confidentiality provisions of Section 15, and any third party auditor shall be required to acknowledge in writing its agreement to such confidentiality provisions. Any audit conducted under this Section 2(a) shall be at Programmer's sole cost and expense, except that if such audit reveals an underpayment in excess of five percent (5%) and such finding is not subject to the bona fide dispute of Affiliate, then Affiliate shall promptly reimburse Programmer for its reasonable, actual, third party costs of such audit.

(b) 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 the Monthly Subscriber Level based on a "License Fee" for each Service Subscriber as follows:

(c) Late or Non-Payments Any amounts that the date payment is due pursuant to the first sentence of Section 2(a) and (1) ten (10) days after Affiliate's receipt of written notice from Programmer of such failure by Affiliate, shall accrue interest at the rate of _____ per annum, whichever shall be the lesser, from the date such amounts were due until they are paid.

(b) Most Favored Nation.

(c) Bulk Billing. 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 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(b) 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.

(d) Airline Distribution. Affiliate shall be entitled to distribute the Service to private aircraft at License Fees calculated according to this Agreement (i.e., based on the

number of Service Subscribers attributed to such aircraft). 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. Programmer

3. Format for Service. Programmer shall make ten (10) minutes per hour (on average per each day part (e.g. prime time, but excluding the period when the Service contains Infomercials pursuant to Section 1(b)(vi))) 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. 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, than those provided to any Other Distributor. If the total amount of commercial announcement time on the Service (including time allocated to Affiliate hereunder) increases after the date hereof, the commercial announcement time made available to Affiliate shall increase by fifty percent (50%) of such increase and every increase thereafter (e.g. if Programmer increases the total amount of commercial announcement time on the Service by sixty (60) seconds, Affiliate will receive thirty (30) seconds of such additional commercial announcement time). 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.

(a) Packaging. Provided that Programmer fully satisfies its obligations under Sections 1(b) and (c) and Section 3 above, Affiliate shall use commercially reasonable efforts (taking into account any operational difficulties that the parties may encounter in connection with Affiliate's expedited launch of the Service) to commence distribution of the Service over its DBS Distribution System for revenue-generating purposes (the "Service Commencement Date") by January 1, 2004, but in no event shall the Service Commencement Date occur later than February 1, 2004. On and after the Service Commencement Date, Affiliate shall maintain Service distribution throughout the Term in Affiliate's most widely distributed package currently known as "Total Choice" (or any successor package) (the "Distribution Commitment") pursuant and subject to the terms hereunder. Affiliate shall not offer the Service on an a-la-carte basis to residential subscribers except on a SMATV basis.

For residential and non-residential subscribers, Affiliate may, in its sole discretion, in addition to Total Choice, offer the Service in any other packages or tiers. For non-residential subscribers, Affiliate may offer the Service on an a-la-carte basis. Affiliate represents and warrants that, as of the date hereof, the number of Total Choice Subscribers comprises at least ninety percent (90%) of the total number of DIRECTV Subscribers. If Affiliate does not satisfy the Distribution Commitment, then Affiliate shall use commercially reasonable efforts to re-achieve the Distribution Commitment and shall take such commercially reasonable actions to re-achieve the Distribution Commitment as expeditiously as possible, but not later than ninety (90) days receipt of Programmer's written notice of such non-compliance (the "Grace Period"). If Affiliate re-achieves such Distribution Commitment within the Grace Period, then Affiliate shall be deemed to be in compliance with the Distribution Commitment.

(b) Intentionally Deleted.

(c) 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, then Programmer shall promptly provide such materials to Affiliate and Affiliate shall reimburse Programmer for the actual, third-party costs thereof.

(d) 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, private cable 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.

(e) VIP Accounts. During the Term of the Agreement, Affiliate shall be entitled to authorize "VIP" subscriber accounts for Affiliate's employees, key customers, vendor and other similar parties to receive the Service. Such VIP accounts shall and therefore, shall be payable for such VIP accounts.

(f) 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 to Service Subscribers or potential Service Subscribers for one month or more and for three (3) separate free promotions (each not to exceed 72 hours), 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 one

(g) Interactive Services. DIRECTV shall have the right to retransmit, on a non-exclusive basis and without the payment of additional fees to Programmer, over the DBS Satellites, any and all of the following promptly upon Programmer making such content available to any Other Distributor: data and informational enhancements to the programming contained in or delivered along with the Service, as a continuous stream of information and data (or otherwise) and designed to augment the programming contained in the Service, including, without limitation, middleware (e.g., Wink and Media Highway) and DVR type applications ("Interactive Services"). Programmer agrees that it shall make the Interactive Services available to DIRECTV.

e. In addition, Programmer shall consult with DIRECTV with respect to the transmission technology interface that may be needed by DIRECTV or DIRECTV Subscribers in order to receive the Interactive Services and shall work in good faith with DIRECTV to facilitate such interface. Programmer shall utilize "industry standard" technologies with respect to the delivery and reception of such Interactive Services.

(h) Rights to Programmer's Trademarks and Trade Names. Affiliate acknowledges that, as between Programmer and Affiliate, the names and marks "TV Guide Channel," and other such trade names, logos, and trademarks or service marks as Programmer elects to use or associate with the Service, or any part thereof (collectively, the "Programmer Marks") are, and shall at all times remain, the sole and exclusive property of Programmer. Affiliate is hereby granted a non-exclusive, non-transferable, non-assignable royalty free and license during the Term of this Agreement to use such Programmer Marks solely for the purpose of promoting the Service and the availability of the Service through Affiliate pursuant to the terms hereunder. Affiliate further acknowledges the value of the goodwill associated with the Programmer Marks, and agrees that any additional goodwill which may be created through Affiliate's use of the Programmer Marks shall inure to the sole benefit of Programmer. Affiliate shall not materially alter the form or style of the Programmer Marks (including any notices of ownership included therewith).

(i) Rights to Affiliate's Trademarks and Trade Names. Programmer acknowledges that, as between Programmer and Affiliate, the names and marks "DIRECTV," and other such trade names, logos, and trademarks or service marks as Affiliate elects to use or associate with the DBS Distribution Service, or any part thereof (collectively, the "Affiliate Marks") are, and shall at all times remain, the sole and exclusive property of Affiliate. Programmer further acknowledges the value of the goodwill associated with the Affiliate Marks, shall inure to the sole benefit of Affiliate.

(j) Intentionally deleted.

(k) Programmer's Marketing Obligations. Subject to Section 5(b)(vi), Programmer shall provide Affiliate with equal mention (including prominence and frequency) in marketing materials on all national, regional and local advertising (e.g. print, on-air, on-line, etc.) (but excluding any co-op advertising with Other Distributors) as it provides any Other Distributor (e.g. if Programmer generically mentions cable, then it shall mention satellite; or if Programmer displays the name and logo of any Other Distributor, then Programmer shall display Affiliate's name and logo).

5. Representations, Warranties and Covenants.

(a) By Affiliate. Affiliate warrants, represents and covenants to Programmer that it:

(i) 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 (as used herein, "Law" shall mean any FCC and any other governmental (whether international, federal, state, municipal or otherwise) statute, law, rule, regulation, ordinance, code, directive and order, including without limitation, any court order).;

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

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

(iv) shall (A) arrange and pay for reception of the Service (excluding any authorization fees) from the U.S. domestic communications satellite from time-to-time designated by Programmer to Affiliate with Affiliate's approval of such designation ("Programmer's U.S. Satellite"); and (B) acquire and maintain, at Affiliate's sole expense except as expressly provided in Section 1(c)(ii), any equipment, including, without limitation, backup or reserve descramblers, which may be necessary to decode and unscramble the signal(s) for the Service;

(v) shall not, without Programmer's consent, knowingly authorize or cause or knowingly permit any portion of the Service to be recorded, duplicated, cablecast, exhibited or otherwise used (except on a videocassette recorder or other home or personal taping device for private, noncommercial use) for any purpose other than for distribution by Affiliate at the time the same is made available;

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

(vii) 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;

(viii) 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; and

(ix) the Avails inserted by Affiliate into the Service pursuant to Section 3 and any insertions that Affiliate may make pursuant to Section 1(b)(ii) will not contain any material: (A) that is obscene or defamatory; or (B) that violates the rights of any party, including without limitation, contractual rights, intellectual property rights, the rights of privacy or publicity, copyright, trademarks, service marks, dramatic performance, musical performance, or musical synchronization, or literary right of any person or party, or any other applicable rule, regulation, or law.

(b) By Programmer. Programmer warrants, represents and covenants to Affiliate that:

(i) it is in compliance with and will comply with all 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 applicable regulations issued pursuant thereto;

(ii) 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;

(iii) (A) the general quality and quantity of programming on the Service shall not materially change from that existing as of the date of this Agreement; and (B) the genre of programming shall not materially change from that described in Section 1(b) and existing on the date of this Agreement;

(iv) 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;

(v) 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 or 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;

(vi) 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);

(vii) subject to Section 1(b)(ii), as of the date hereof and during the Term, the programming on the Service consists of that programming described in Section 1(b);

(viii) there are no (and it covenants that it shall not enter into directly or indirectly, allow or otherwise permit any) affiliation, distribution or any other agreements, whether written or oral, granting to distributors and/or any other third party, person or entity any form or type of exclusive or other rights that would limit or restrict in any way Affiliate's rights to distribute the Service in the Territory; and

(ix) 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.

6. Term; Termination.

(a) Term; Extension; Service Commencement Date. The term of this Agreement shall be for the period commencing on the date hereof :
(the "Term"),

(b) Termination for Breach, Bankruptcy; Discontinuance of Business. 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"):

(i) the failure by the Other Party, its successors or assigns to perform any material obligation hereunder which is not cured within thirty (30) days after

receipt of written notice thereof from the Affected Party or as to which reasonable steps to cure have not been commenced within such period (or are not thereafter diligently pursued and completed within an additional thirty (30) days);

(ii) 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

(iii) upon one-hundred and twenty (120) days prior written notice to the other party, (A) if Affiliate discontinues operation of the DBS Distribution System, or (B) Programmer discontinues operation and distribution of the Service; in either which case neither party shall have any further liability to the other except for any obligation or liability arising or occurring prior to such termination.

(c) Termination by Affiliate. Affiliate may terminate this Agreement upon sixty (60) days' prior written notice to Programmer:

(i) Intentionally Deleted;

(d) Intentionally deleted.

(e) Intentionally deleted.

(f) 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 Programmer's U.S. Satellite or the DBS Satellite(s) or transponders on such satellites (as applicable) or of the DBS 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 DBS Distribution System or DBS 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 Service may at any given time be uplinked to only one of several DBS Satellites, failure or degradation in any of such DBS Satellites may require Affiliate to reduce the number of programming services available for allocation among all of the DBS 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(f) shall apply and shall exculpate Affiliate and excuse the performance of Affiliate hereunder in the event of a failure or degradation of any of the DBS 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 degradation is itself the subject of such failure or degradation provided that Affiliate ceases to first distribute at least five (5) other programming services from its DBS Distribution System.

(g) Intentionally deleted.

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.

(a) By Programmer. Programmer shall indemnify, defend and hold harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such 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, (ii) material or programming supplied by Programmer pursuant to this Agreement (including the Interactive Services), (iii) the distribution or cablecast of any programming of the Service which violates or requires payment for use or performance of any copyright, right of privacy or literary, music performance or dramatic right, (iv) Programmer's advertising and marketing of the Service, (v) Affiliate's exhibition or other distribution of the Service, and (vi) any other materials, including advertising or promotional copy, supplied or permitted by 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 or board control, provided the control must be actual) with such person or entity and any member, director, officer or employee of such person or entity.

(b) By Affiliate. Affiliate shall indemnify and hold harmless each of Programmer, its Affiliated Companies, Programmer's 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 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 (i) Affiliate's breach or alleged breach of any provision of this Agreement, (ii) the distribution by Affiliate of the Service, including, without limitation, the insertion of Affiliate's commercial or other announcements, as permitted by Section 3 hereof and any insertions by Affiliate permitted pursuant to the provisions of Sections 1(b)(ii) and (vi) hereof (except with respect to claims relating to the content of the Service for which Programmer is solely responsible pursuant to Section 8(a)(ii) and Section 8(a)(iii)), (iii) Affiliate's advertising and marketing of the Service (except with respect to such advertising and marketing materials or content supplied or approved by Programmer), and (iv) any other materials, including advertising or promotional copy, supplied or approved by Affiliate.

(c) Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder with respect to any claims that may have occurred and/or accrued on or prior to the date of such termination. 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.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

(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.

(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 DBS 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, 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:

Gemstar-TV Guide International, Inc.
6922 Hollywood Boulevard, 12th Floor
Hollywood, California 90028
Attention: EVP, Affiliate Sales & Marketing
Attention: General Counsel
Fax No.: (323) 817-4623

with a copy to:

Gemstar-TV Guide International, Inc.
6922 Hollywood Boulevard, 12th Floor
Hollywood, California 90028
Attention: SVP, Business & Legal Affairs
Fax No.: (323) 817-4623

Notice to Affiliate shall be provided as follows:

If by mail
or facsimile:

DIRECTV, Inc.
P.O. Box 92424
Los Angeles, California 90009
Attention: Senior Vice President, Programming
Fax: (310) 535-5426
cc: General Counsel
Fax: (310) 726-4991

If by overnight or
personal delivery:

DIRECTV, Inc.
2230 East Imperial Highway

El Segundo, California 90245
Attention: Senior Vice President, Programming
cc: General Counsel

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(d) 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. Binding Agreement; Assignment. Subject to Affiliate's rights under Section 6(c)(ii), this Agreement shall be binding upon the parties hereto and their respective successors and assigns, except that it may not be assigned by transfer, by operation of law or otherwise, without the prior written consent of the non-transferring party, which shall not be unreasonably withheld, conditioned or delayed.; provided, however, that Affiliate may assign its rights and obligations under this Agreement, in whole or in part (including without limitation, Affiliate's right to distribute the Service) (i) to an Affiliated Company or to a successor entity to Affiliate's DBS business; (ii) to a third party as part of preparing to go or going public or as part of a merger, consolidation or sale of all substantially all of the assets of Affiliate or (iii) to a third party, provided Affiliate remains primarily liable for the performance of such third party's obligations hereunder.

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. 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. Confidentiality. The parties agree that they and their employees have maintained and will maintain, in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files or any proprietary or subscriber information provided by one party to the other party (the "Confidential Information"), and that they have not and will not reveal the same to any persons not employed by the other party except: (A) at the written direction of the other party; (B) to the extent necessary to comply with the law or the order of a court of competent jurisdiction or federal or state securities disclosure requirements, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, or in connection with any arbitration proceeding; (C) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 15; (D) in order to enforce any of its rights pursuant to this Agreement; (E) to the NRTC, potential investors, insurers, financing entities and, in the case of Affiliate; provided, however, that such person described above agrees to be bound by the provisions of this Section 15; or (F) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing party. Promptly after the date hereof, the parties shall use their best reasonable efforts to agree upon a mutually acceptable press release with respect to the parties' general business relationship under this Agreement and to jointly issue and release such press release at a date mutually agreed upon. During the Term, neither party shall issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party, which shall not be unreasonably delayed, conditioned or withheld.

16. Intentionally Deleted.

17. Cessation of Program Distribution. If Affiliate determines that its provision of any Service programming 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.

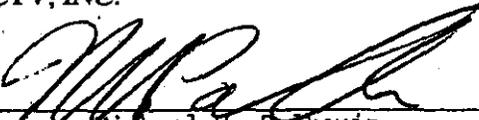
18. Survival of Representations and Warranties. All representations and warranties contained herein or made by the parties, and each of them, in connection herewith shall survive any independent investigation made by either party.

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 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.

20. Taxes. 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, the operations of, Affiliate. Programmer shall pay and hold Affiliate 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, the operations of Programmer.

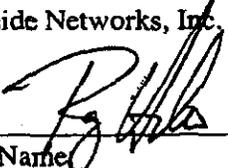
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DIRECTV, INC.

By: 

Name: Michael W. Patkovic
Title: Senior Vice President and
Chief Financial Officer

TV Guide Networks, Inc.

By: 

Name: Ray Hopkins
Title: EVP, Affiliate Sales & Marketing

EXHIBIT A

PROGRAMMING SCHEDULE



Channel

Master Schedule: 1Q/04

REVISED: 11/13/04

Time (ET)	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays	Pub Time (PT)
06:00 AM								06:00 AM
7:00								7:00
8:00	Paid Programming					Paid Programming		8:00
9:00								9:00
10:00								10:00
11:00	WHAT'S ON					WHAT'S ON		11:00
12:00 PM								12:00 PM
1:00	WHAT'S ON					WHAT'S ON		1:00
2:00	WHAT'S ON					WHAT'S ON		2:00
3:00	SCREENING ROOM					SCREENING ROOM		3:00
4:00	WHAT'S ON					WHAT'S ON		4:00
5:00	WHAT'S ON					WHAT'S ON		5:00
6:00	SCREENING ROOM					SCREENING ROOM		6:00
7:00	WHAT'S ON*					WHAT'S ON		7:00
8:00	SCREENING ROOM					SCREENING ROOM		8:00
9:00	WHAT'S ON					WHAT'S ON		9:00
10:00	SCREENING ROOM					SCREENING ROOM		10:00
11:00	WHAT'S ON					WHAT'S ON		11:00
12:00 AM	SCREENING ROOM					SCREENING ROOM		12:00 AM
1:00	WHAT'S ON					WHAT'S ON		1:00
2:00								2:00
3:00	Paid Programming					Paid Programming		3:00
4:00								4:00
5:00								5:00

REDACTED
FOR PUBLIC INSPECTION

AMENDMENT
TO THE
AFFILIATION AGREEMENT

FOR DBS SATELLITE EXHIBITION OF CABLE NETWORK PROGRAMMING

This **AMENDMENT** (this "Amendment") to the Affiliation Agreement for DBS Satellite Exhibition of Cable Network Programming (the "Affiliation Agreement"), dated as of November 21, 2003, between TV Guide Networks, Inc. ("Programmer") and DIRECTV, Inc. ("Affiliate"), is made and entered into as of the 20th day of October, 2006 (the "Effective Date") by and between Programmer and Affiliate. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Affiliation Agreement.

RECITALS:

WHEREAS, Programmer and Affiliate desire to amend and modify the Affiliation Agreement as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Avails. From and after the Effective Date, the first sentence of Section 3 of the Affiliation Agreement is hereby deleted in its entirety and replaced with the following:

"Programmer shall make (i) three (3) minutes per hour (equally distributed within each hour and not in one three (3) minute block) of commercial advertising time on the Service available to Affiliate during the hours of 11:00 a.m. through 2:00 a.m. (Eastern Time with respect to any East Coast or national feed and Pacific Time to the extent that DIRECTV were to receive a West Coast feed) each day during the Term, and (ii) two (2) minutes per hour (equally distributed within each hour and not in one two (2) minute block) of commercial advertising time of the Service available to Affiliate during the hours of 2:00 a.m. through 11:00 a.m. (Eastern Time with respect to any East Coast or national feed and Pacific Time to the extent that DIRECTV were to receive a West Coast feed) each day during the Term (such available time set forth in (i) and (ii) shall be defined as "Avails")."

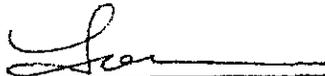
2. Channel Position. Notwithstanding anything to the contrary contained in the Affiliation Agreement, Affiliate shall reposition the Service to channel number 237 no later than February 28, 2007 (the "Channel Repositioning").

3. High Definition. As consideration for Affiliate's Channel Repositioning, by no later than September 1, 2007, in addition to continuing to deliver Programmer's standard digital feed of the Service (the "Standard Feed") in accordance with the Affiliation Agreement, Programmer shall also deliver to Affiliate's Los Angeles broadcast center pursuant to Affiliate's reasonable technical specifications (e.g., aspect ratio), which shall be imposed upon Programmer and providers of comparable services in a nondiscriminatory manner, a simulcast of the Standard Feed upconverted to high definition format (i.e., a minimum resolution of 720p or 1080i) for the Upper Portion of the Service (the "HD Feed"), at Programmer's sole cost and expense and at no additional license fee, surcharge or other cost to Affiliate other than Affiliate's standard costs required to support such additional bandwidth. Affiliate's distribution of the Standard Feed shall continue to be subject to the *Distribution Commitment* (as defined and described in Section 4(a) in the Affiliation Agreement), provided that Affiliate's distribution of the HD Feed shall neither be subject to the *Distribution Commitment* nor any other obligation to package it in a certain way or otherwise distribute it.

5. General. This Amendment constitutes the complete and entire understanding and agreement, and supercedes any and all prior and contemporaneous understandings and agreements (whether written or oral), between the parties with respect to the subject matter hereof and may not be amended or modified except by written instrument duly executed by each of the parties. This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile shall be equally effective as delivery of a manually executed counterpart of this Amendment. Except as expressly amended and modified herein, all other terms and provisions of the Affiliation Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

TV GUIDE NETWORKS, INC.

By: 
Name: **Tonia O'Connor**
Title: **EVP, Distribution**

DIRECTV, INC.

By: 
Name:
Title:



REDACTED
FOR PUBLIC INSPECTION

March 30, 2007

VIA OVERNIGHT AND CERTIFIED MAIL

DirectTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245
Attn: Dan Hartman, Senior Vice President, Programming

**Re: MFN Notice of Local Avail Provision and
Notice of Local Avail Reduction – TV Guide Channel**

Reference is hereby made to that certain Affiliation Agreement for DBS Satellite Exhibition of Cable Network Programming, between TV Guide Networks, Inc. ("TVGN") and DirecTV, Inc. ("Affiliation Agreement") as amended by that certain Amendment, dated October 20, 2006 ("Amendment"). Collectively, the Affiliation Agreement and Amendment shall be referred to as the "Agreement."

TVGN hereby notifies DirecTV that effective June 4, 2007, the current schedule of ten (10) minutes per hour of DirecTV advertising inventory shall be reduced so that DirecTV will start receiving advertising inventory in accordance with Section 1 of the Amendment.

(Please note that the provision set forth below constitutes confidential information and is subject to the confidentiality provisions set forth in the Agreement).

Programmer shall make available to DirecTV a three (3) hour consecutive block of such commercial advertising time on the Service during the hours of 5:00 a.m. through 8:00 a.m. (Eastern Time with respect to any East Coast or national feed and Pacific Time with respect to any West Coast feed (if Affiliate were to receive a West Coast feed)) on each Saturday during the Term.

Sincerely,



Tonia O'Connor
Executive Vice President, Distribution
TV Guide Affiliate Sales, Inc.

ACCEPTED BY AND AGREED TO:

DirecTV, Inc.

By:  _____

Name: _____

Title: DAN HARTMAN
Sr. Vice President
Programming Acquisitions

Date: _____

cc: General Counsel (via Overnight Mail)
DirecTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245

General Counsel & Executive Vice President (GTVG)

AFFILIATION AGREEMENT
FOR DBS SATELLITE EXHIBITION
OF CABLE NETWORK PROGRAMMING

This Agreement ("Agreement") is made as of April 3, 2003, by and between ODS Technologies, L.P., a limited partnership organized under the laws of the State of Delaware, d/b/a TVG Network and/or TVG, whose principal place of business is located 12421 West Olympic Boulevard, Los Angeles, California 90094 ("Programmer"), and DIRECTV, Inc. a corporation organized under the laws of the State of California, whose principal place of business is located at 2230 East Imperial Highway, El Segundo, California 90245 ("Affiliate").

WHEREAS:

A. Affiliate has established a direct broadcast service ("DBS") satellite-based television system in North America;

B. Affiliate desires to obtain the rights to distribute "TVG Network" (the "Service," as defined in Section 1(b) below) via the DBS Distribution System (as defined in Section 1(a) below) in the United States, its territories and possessions, including Puerto Rico, and Canada at such time as Affiliate is legally permitted to distribute the Service in Canada by applicable U.S. and Canadian regulations (the "Territory"); and

C. Affiliate is a party to that certain DBS Distribution Agreement, dated April 10, 1992, as amended, with the National Rural Telecommunications Cooperative ("NRTC") for the distribution to subscribers in certain counties and zip codes in the United States of programming via the DBS Distribution System.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Grant of Rights.

(a) Distribution; Certain Definitions.

(i) Programmer hereby grants to Affiliate (which as used for all purposes in this Agreement shall mean Affiliate and/or its designees, including, without limitation, NRTC and/or its members) the nonexclusive right to distribute the Service in the Territory via the DBS Distribution System to DIRECTV Subscribers' televisions, personal computers or other authorized reception devices and platforms during the Term (as defined in Section 6(a) below) hereof. Subject to the restrictions set forth in 4(h) below, 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.

(ii) The term "DBS Distribution System" shall mean the distribution system for video and other programming services whereby the programming satellite signal or feed is received from Programmer's transponder source by a Affiliate turnaround earth-station facility which compresses and processes the signal or feed and then uplinks it at one of the DIRECTV Frequencies on a DBS communications satellite (a "DBS Satellite") for transmission to DIRECTV Subscribers. "DIRECTV Frequencies" shall mean the DBS operating frequencies associated with an orbital location or locations, for which Affiliate or an Affiliated Company (as defined in Section 8(a) below) is the Federal Communications Commission ("FCC")-authorized permittee. "DIRECTV Subscribers" shall mean those customers (both residential and non-residential) authorized by Affiliate to receive DBS service via the DBS Distribution System.

(b) The Service.

(i) 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 currently known as "TVG Network" that is focused primarily on the horse racing industry and that features live and delayed broadcasting of horse races from numerous horse racing tracks, related interviews, shows, segments, and sports broadcasts that support Account Wagering (as defined below) on horse races, presented on a 24-hour per day, 7 days a week schedule, as represented by the programming schedule attached hereto as Exhibit "A" hereto. The Service may also include all text, graphics, animation, screen designs that are part of the primary analog active video (Lines 23 - 480, Fields 1 and 2), the primary audio (stereo), secondary audio mixed mono (mono) (must be on 24 hour/7 days a week basis) and all programming and information contained in Line 21, Fields 1 and 2 of the VBI (such programming and information shall comply with the EIA-608 standard); provided however that the above Service content must be compatible and commercially feasible with the technology of Affiliate's DBS Distribution System, including, DIRECTV Subscriber's. Upon ninety (90) days prior written notice to Affiliate, Programmer may change the name of the Service.

(ii) Notwithstanding anything to the contrary herein, the Service shall: (A) not contain any blackout restrictions; (B) not contain any home shopping program, including without limitation, any direct-response programming (except for such programs that do not exceed three (3) minutes per hour ("Commercial Time")); and (C) contain, on average per hour (calculate average based on twelve (12) hour time period from 12:00 p.m. to 12:00 a.m. (Eastern Time Zone) on a weekly basis) at least six (6) live horse races from all racetracks, provided however, that during 1:00 p.m. to 6:00 p.m. (Eastern Time Zone) Wednesday through Sunday of each week the above six (6) races shall only be from the Racetracks (as defined below) instead of (and not in addition to) any other racetracks. During the Term, Programmer shall have the right to (A) broadcast all of the Racetracks' horse races on a live basis as part of the Service, and (B) conduct Account Wagering in connection with all of the Racetracks' horse races. The "Racetracks" shall mean the horse racetracks as set