

August 9, 2010

Stephen Díaz Gavin
202-457-6340
sgavin@pattonboggs.com

William T. Lake
Chief, Media Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: *In the Matter of Applications of Comcast Corporation, General Electric Company and NBC Universal, Inc. for Consent to Assign Licenses or Transfer Control of Licensees*, MB Docket No. 10-56,
Request for Enhanced Confidential Treatment

Dear Mr. Lake:

Bloomberg L.P. (“Bloomberg”), pursuant to Section 1.41 of the Commission’s rules¹ and the Second Protective Order² in the above-referenced proceeding (the “Merger”), submits this letter to request enhanced confidential treatment for certain data underlying an economic report Bloomberg submitted as an exhibit to its Petition to Deny. As set forth below, these data merit enhanced protection as Highly Confidential Information under the Second Protective Order.

All of the data for which Bloomberg seeks Highly Confidential treatment are sensitive business information available only under license from SNL Financial L.C. (“SNL Kagan”), GfK Mediamark Research & Intelligence, LLC (“Mediamark”), and Tribune Media Services (“TMS”). Bloomberg’s retained expert, Dr. Leslie Marx, obtained access to the data under license agreements from the cited sources, and those agreements constrain her further dissemination of the data. We understand that Dr. Marx has kept these data strictly confidential and has not disseminated them in contravention of the license agreements. She has informed us that she received authorization from the licensors to provide the data to the Commission and Submitting Parties in this proceeding subject to appropriate protections of confidentiality set forth below.

Bloomberg requests that the Commission confirm that Bloomberg may designate the categories of information identified below as “Highly Confidential Information” under the Second

¹ 47 C.F.R. § 1.41.

² *Applications of Comcast Corp., General Electric Co. and NBC Universal, Inc. for Consent to Assign Licenses or Transfer Control of Licensees*, Second Protective Order, 25 FCC Rcd 2140 (2010).

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Protective Order and thereby make them available solely to Outside Counsel of Record, their employees, and bona fide Outside Consultants and experts.

Pursuant to the procedures set forth in the Second Protective Order, this letter describes the information and documents for which Bloomberg seeks heightened protection and explains the need and justification for such protection.

A. Data under License from SNL Kagan

The first set of data, for which Bloomberg seeks Highly Confidential treatment, is data related to multichannel video programming distributor market shares and cash flow margins. Dr. Marx obtained these data under a license agreement with SNL Kagan. A copy of this license agreement is attached as Exhibit A. The license agreement prohibits Dr. Marx from disseminating the data to third parties. It provides that the data “constitute and are comprised of the confidential and trade secret information of SNL and its third-party suppliers[.]” The license agreement prohibits Dr. Marx from distributing “data from the Licensed Materials in a quantity or in a manner that serves as a substitute for purchase of Licensed Materials from SNL.” For the foregoing reasons, Bloomberg requests that the Commission determine that this information may be treated as “Highly Confidential Information.”

B. Data under License from Mediamark

The second set of data for which Bloomberg seeks Highly Confidential treatment is Mediamark data. Dr. Marx obtained these data under a license agreement with Mediamark. A copy of the license agreement is attached as Exhibit B. The license agreement prohibits Dr. Marx from disseminating the data to third parties. The Mediamark license agreement provides that “Licensee may not (a) provide to any person tapes, disks, diskettes or other devices containing the [data] in tabulated or untabulated form or (b) provide any output or product that could be decompiled or otherwise manipulated to permit the [data] to be extracted in a ‘raw’ or untabulated form.” While obtaining agreement has proved a difficult process, Dr. Marx has been able to obtain Mediamark’s permission to file the data with the Commission and submitting parties on the express precondition that the Media Bureau grant authorization to designate and file the data as Highly Confidential Information under the Second Protective Order. Therefore, Bloomberg requests that the Commission determine that the information may be treated as “Highly Confidential Information.”

C. Data under License from TMS

The third set of data for which Bloomberg seeks Highly Confidential treatment is Tribune Media Service (“TMS”) data. Dr. Marx obtained these data under a license agreement with TMS. Dr. Marx has subsequently been able to enter a letter agreement allowing distribution of the TMS

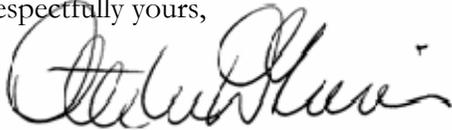
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data to the Commission and Submitting Parties under the Second Protective Order. This agreement is not attached due to its own confidentiality restrictions. Therefore, Bloomberg requests that the Commission determine that this information may be treated as “Highly Confidential Information.”

Bloomberg L.P., through its Outside Counsel and Outside Consultants, have expended significant time and energy working to secure the permission of SNL Kagan, Mediamark, and TMS to disclose the data underlying Dr. Marx report in the manner described above. If the Commission determines that these data are not entitled to protection under the Second Protective Order, these efforts will have been for naught. For the foregoing reasons, Bloomberg L.P. respectfully requests that the Commission afford the data described herein Highly Confidential treatment under the Second Protective Order.

If there are any questions regarding this matter, please contact my colleague, Janet Fitzpatrick Moran at (202) 457-5668 or by email at jmoran@pattonboggs.com.

Respectfully yours,



Stephen Díaz Gavin
Counsel for Bloomberg L.P.

cc: John Flynn
Judith Herman
Jessica Almond
Daniel Shiman
Virginia Metallo
William Beckwith
Paul de Sa
Donald Stockdale
Erin McGrath
William Freedman
Deborah Broderon
Stacy Jordan
Jim Bird

EXHIBIT A

**SNL Financial LC ("SNL")
Quotation for Services ("Quotation")
Under SNL's Master Subscription Agreement ("MSA")**

LICENSEE: Duke University Fuqua School of Business

1 Towerview Drive
Box 90120
Durham, NC 27708-0120 USA

LICENSED MATERIALS:

SNL Kagan Unlimited, which includes the following :

- Daily financial, operational, price and price ratio updates for SEC-filing wireline, wireless, cable, satellite, broadcasting, content, distribution, publishing, advertising and new media companies.
- Electronic access to all current and future SNL Kagan analytical studies, data sets and newsletters released during the term of this agreement including
 - Global Multi-Channel Markets online data and analysis service
 - Online analysis and commentary services such as Economics of Networks, Multichannel Market Trends, and Broadcast Investor
- Electronic access to SNL Kagan television network and cable MSO information and projections.
- Asset level detail for wireless licenses and markets and wireline regulatory/ARMIS data.
- Daily updates of media and communications M&A transactions.
- Related SNL Interactive and SNLxI resources and functionality.

TERM: One (1) Year Initial Term, renewable for successive one (1) year terms in accordance with terms of MSA.

PRICE: \$25,000 for the Initial Term.

The price listed above excludes any applicable tax and is confidential, and is valid only if a copy of the Quotation is signed by SNL and returned to Licensee. The term of this subscription is as stated above, plus each renewal year evidenced by payment of annual subscription price on invoice, which price is subject to change with notice, annually. Except as is stated to the contrary in the MSA, payment is nonrefundable, and is due in full within thirty (30) days of the date of Licensee's invoice. A finance charge of 2% per month will be applied to all overdue invoices.

THIRD PARTY PAYOR: Licensee has requested that a third party (the undersigned "Payor") be permitted by SNL to assume full responsibility for payment of the applicable charges identified in this Quotation for the Licensed Materials. In consideration for SNL's approval of this third party payment arrangement, the undersigned parties agree as follows:

1. SNL agrees to waive Licensee's obligation under the Quotation to pay the applicable charges for its receipt of the Licensed Materials for the Initial Term.
2. Licensee agrees to comply with all other conditions and obligations of the Quotation.
3. Payor for its part agrees to assume full responsibility for payment of the applicable charges for the Licensed Materials for the Initial Term.

IMPORTANT: NOTICE OF ADDITIONAL TERMS AND LIMITATIONS:

Licensee's purchase of this subscription and its rights to use the Licensed Materials are subject to the terms and limitations of this Quotation as well as the MSA in effect as of the date you submit this Quotation. These documents are not subject to negotiation or revision by Licensee, and SNL expressly rejects additional or different terms. By signing and submitting this Quotation, Licensee represents that it has read the MSA and the other documents referenced above and that it agrees to be bound by the terms of those documents. The MSA in effect as of the date you submit this Quotation is available at <http://www.snl.com/ds/msa4.pdf>.

Notwithstanding anything to the contrary in the MSA, it is specifically agreed that access to the Licensed Materials will be provided only to U.S.-based employees of Licensee and that Licensee will not allow or enable any non-U.S. employees to have access to the Licensed Materials.

LICENSEE: Duke University Fuqua School of Business

SNL FINANCIAL LC:

By: Leslie Marx
Signature

Leslie M Marx, Professor
Name, Title

Date: April 28, 2010

By: [Signature]
SNL Representative

DANIEL D'AMICO, CHIEF CONTRACTS OFFICER
Name, Title

Date: April 28, 2010

PAYOR: Axinn Veltrop Harkinder, LLP

By: [Signature]
Signature

Stephen M. Axinn, Partner
Name, Title

Date: April 29, 2010

EXHIBIT B

GfK Mediamark Research & Intelligence, LLC
Custom Report License Agreement

Duke University

Licensee Corporate Name

Duke University

Durham NC

27708

Street Address

City

State

Zip

Leslie Marx

Contact

919-660-7762
Phone

hereby licenses on the terms set forth below a tabulated data set ("Custom Report") derived from Mediamark's survey data as further specified in Addendum A:

AGREED AND ACCEPTED

AGREED AND ACCEPTED

Leslie M Marx

GfK MEDIAMARK RESEARCH & INTELLIGENCE, LLC.

By: Leslie M Marx

By: _____

Title: Professor

Title: _____

Date: 5/13/2010

Date: _____

GfK Mediamark Research & Intelligence, LLC
Terms and Conditions

GfK Mediamark Research & Intelligence, LLC ("Mediamark") grants to the Licensee named above a non-exclusive, nontransferable license to use the Custom Report and the data contained therein on the terms and conditions provided below.

ARTICLE 1--BUSINESS TERMS

1-1. Fees.

1-1.1 The subscription and license fees are specified in Addendum A and are payable with Licensee's acceptance of this Agreement. Payment must be made in full before the Custom Report will be delivered to Licensee.

1-2. Tabulated Data Set ("Custom Report").

1-2.1 The Custom Report shall be as defined in Addendum A.

1-3. Term/Termination.

1-3.1. The Term shall be as specified in Addendum A.

1-3.2 Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event of:

- (a) Violation or breach by the other party, its officers or employees of any material provision of this Agreement, including, but not limited to, payment of fees and taxes or breach of the confidentiality provisions, which violation or breach is not cured within 30 days after notice thereof has been given to the other party;
- (b) The termination of the other party's business;
- (c) The other party's voluntary or involuntary filing of a bankruptcy petition under Federal law, or similar proceeding under state law, that is not stayed or discharged within thirty (30) days thereafter; or
- (d) The other party becoming insolvent or making any assignment for the benefit of creditors.

1-3.3. Termination of this Agreement shall automatically terminate the licenses granted under it. Within five (5) days after termination, Licensee shall on request by Mediamark either return to Mediamark or destroy all media upon which the Custom Report or data contained in it have been recorded and certify in writing that the same have been destroyed. In addition, any copy of the Custom

Report or data contained in it on any computer memory or storage system (including back-up tapes and systems) shall be irretrievably erased. All provisions relating to confidentiality of the Custom Report and the data contained in it shall survive termination of this Agreement.

ARTICLE 2—DATA INTEGRITY/PROPRIETARY RIGHTS

2-1. Use/Quotation.

2-1.1 During the Term Licensee may quote limited amounts of the data contained in the Custom Report as provided in Addendum B, provided that:

- (1) Mediamark is identified as the source,
- (2) the Custom Report date is included and
- (3) no personal respondent data is disclosed.

2-1.2 Licensee's access to, and use of, the Custom Report and the data therein shall be as specified in Addendum B.

2-1.3 In the event Mediamark reasonably determines after due inquiry that Licensee is utilizing the Custom Report and/or the data contained therein in an inappropriate manner, Mediamark may, after providing written notice to Licensee identifying the specific inappropriate use and a reasonable opportunity to cease utilizing the Custom Report and/or any data contained therein in such manner (which shall not be less than thirty days), comment privately or publicly solely to address the inappropriate use which is consistent with the facts giving rise to the written notice. If Licensee fails to either (i) cease utilizing the Custom Report and/or any data contained therein in an inappropriate manner or (ii) respond in writing to Mediamark's notice contesting in good faith the allegations set forth therein, each within the time period prescribed, Licensee shall be deemed to have waived any and all claims of liability for damages it may have against Mediamark and its officers, employees and stockholders as a result of any such commentary.

2-2. Reserved Rights.

2-2.1 Subject to Licensee's rights under Section 2-1, the Custom Report and data contained therein are confidential and copyrighted and are made available for Licensee's use only in the ordinary course of its business during the Term.

2-2.2 All intellectual property rights in the Custom Report and the survey data from which it was derived shall at all times remain the exclusive property of Mediamark. The Licensee may use the Custom Report and such data only in the limited manner provided by the terms and conditions of this Agreement. Mediamark retains the right to publish and otherwise make whatever use it wishes of

the survey data for purposes of promotion, furtherance of research, or otherwise.

2-2.3 Licensee shall not reverse engineer, de-compile, disassemble or otherwise seek to derive the source code or algorithms underlying Mediamark's software or the survey data underlying the data contained in the Custom Report.

2-3. Secrecy of Respondents. Licensee agrees that the identity and location of interviewers, respondents, and areas in which the interviews upon which the Custom Report is based and conducted are privileged and confidential information to Mediamark. Mediamark shall not be required to disclose such information to Licensee or any other person under the terms of this Agreement. Licensee agrees that it shall not seek to ascertain such privileged and confidential information at any time or in any manner whatsoever (including but not limited to legal process initiated by the Licensee).

2-4. Restrictions. Except as expressly provided by this Agreement, the Licensee may not use, disclose, publish, distribute, sell, reproduce or otherwise disseminate the Custom Report or the data contained therein. Copies or reproductions of any part of the Custom Report must include Mediamark's copyright and confidentiality notice appearing on such Report.

Except as permitted under the terms and conditions of Addendum B, neither the Custom Report nor any of the data contained in the Custom Report may be voluntarily disclosed to any third party by the Licensee, or used by the Licensee, in connection with any legal or administrative proceeding. Should Licensee be compelled by legal process to disclose the Custom Report or any of the data contained in the Custom Report in connection with any legal or administrative proceeding which has not been initiated by Licensee, Licensee may disclose the Custom Report or data contained in the Custom Report to comply with a valid court or governmental order or pursuant to applicable law, provided that Licensee (a) promptly provides Mediamark with written notice of such required disclosure (including a copy of any such order, subpoena, etc.), (b) subject to Mediamark's reasonable review and acceptance, uses its best efforts to insure that confidential treatment is accorded to any data disclosed by the Licensee through confidentiality agreements, protective orders and evidentiary stipulations, (c) permits Mediamark at its option to intervene to seek rescission or modification of any such court or governmental order, subpoena or other legal process to avoid any disclosure of the Custom Report or data contained in the Custom Report or to limit any disclosure to the least amount of data contained in the Custom Report relevant to the issues in any such legal or administrative proceeding and/or to obtain a protective order to protect Mediamark's confidentiality and intellectual property rights in the Custom Report and any data so disclosed by Licensee and (d) discloses only such data as it may be legally required to disclose.

2-5. Compliance. The Licensee shall take all steps reasonably necessary to insure understanding of, and compliance with, the restrictions under this Agreement, and shall be responsible for any

unauthorized use or disclosure of the Custom Report and/or the data contained therein by any person affiliated with Licensee.

2-6. Title. The Custom Report and the data contained therein is the property of Mediamark and access to, and use of, the Custom Report and the data contained therein is made available to the Licensee under license only. Licensee may not dispose of the Custom Report or the data contained therein (in whole or material part) without the prior written consent of Mediamark. Upon expiration of the Term or earlier termination pursuant to Section 1-3.2, Licensee shall destroy or return to Mediamark, and irretrievably erase, all copies of the Custom Report and the data contained therein (in whole or material part) on its computer system or in its possession or control.

ARTICLE 3—GENERAL

3-1.1 DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED IN THIS AGREEMENT, MEDIAMARK MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) WITH RESPECT TO THE CUSTOM REPORT OR THE SURVEY DATA. Mediamark will use commercially reasonable efforts to assure the accuracy of the Custom Report and the survey data, but is not responsible for any errors or omissions therein, provided any such error or omission is not the product of Mediamark's gross negligence or willful misconduct. Except for the indemnification obligations under Section 3-2, the sole and exclusive remedy of Licensee in the event of a breach of this Agreement by Mediamark shall be limited to the refund to Licensee of the fees paid by it. Except for breach of the confidentiality and/or restrictive covenants in Sections 2-2, 2-3, 2-4, 2-5 and 2-6 or the terms and conditions of Addendum B, in no event shall either party be liable to the other party for consequential or incidental damages.

3.1-2 Mediamark represents and warrants that (i) it has the full and unrestricted right to enter into and perform this Agreement, (ii) the Custom Report and survey data in it will neither infringe any United States patents, copyrights, trademarks or trade secrets, nor defame, disparage, or violate the rights of privacy or publicity of any person and (iii) it has complied with all applicable laws in its preparation and licensed distribution of the Custom Report and survey data.

3-2. Indemnity.

3-2.1 Mediamark Indemnity. Mediamark shall at its own expense hold harmless and indemnify Licensee and defend any action brought against Licensee based on a claim that the Custom Report infringes any United States patents, copyrights, trademarks or trade secrets, defames, disparages, or violates the rights of privacy or publicity of any person; provided, however, Licensee must promptly notify Mediamark in writing of any such claim and, provided further, Mediamark shall have the exclusive right to control such defense. In no event shall Licensee settle any such claim, lawsuit or proceeding without Mediamark's prior written

approval. Licensee's failure to give prompt notice will not vitiate Mediamark's indemnity obligations unless the late notice has materially prejudiced Mediamark's right of defense.

3-2.2 Licensee Indemnity. Licensee shall at its own expense hold harmless and indemnify Mediamark and defend any action brought against Mediamark or in which Mediamark has involuntarily become involved through subpoena or other legal process, in either case outside the scope of Mediamark's indemnity under Section 3-2.1 as a result of Licensee's use of the Custom Report or survey data therein (but excluding any claims arising directly out of any defective, inaccurate or incomplete data); provided, however, Mediamark must promptly notify Licensee in writing of any such claim or proceeding and, provided further, Licensee shall have the exclusive right to control such defense. Mediamark's failure to give prompt notice will not vitiate Licensee's indemnity obligations unless the late notice has materially prejudiced Licensee's right of defense. In no event shall Mediamark settle any such claim, lawsuit or proceeding without Licensee's prior written approval. Licensee shall reimburse Mediamark for reasonable out-of-pocket expenses and costs incurred by Mediamark in connection with any lawsuit, arbitration or other proceeding in which Mediamark has involuntarily become involved through subpoena or other legal process, in either case outside the scope of Licensee's indemnity obligations described above, as a result of Licensee's use of the Custom Report or survey data therein (but excluding any claims arising directly out of any defective, inaccurate or incomplete data) and in which Mediamark is not a party and where Licensee cannot assume the defense or other action on Mediamark's behalf. Mediamark shall give Licensee notice of any such proceeding under which such reimbursement will be sought promptly after Mediamark has been subpoenaed, etc. Licensee also shall reimburse Mediamark for reasonable out-of-pocket expenses and costs incurred by Mediamark pursuant to Section 1.6 of Addendum B.

3-3. Injunctive Relief. Licensee agrees that any breach by it of the provisions of this Agreement to protect Mediamark's confidential and proprietary rights and interests will cause irreparable harm and loss to Mediamark and Mediamark may obtain an injunction to prohibit any such actual or threatened breach by Licensee or its agents.

3-4. Entire Agreement. This Agreement (including the attached Addendum A and B) constitutes the complete and exclusive statement of the terms and conditions between the parties, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument signed by both parties. Any additions or modifications provided in Addendum A and B shall supersede any inconsistent provision in the text of this Agreement.

3-5. Force Majeure. Dates or times by which either party is required to perform under this Agreement shall be suspended

and/or excused to the extent that the other party is prevented from meeting them by an event of force majeure, including (without limitation) terrorism, commercial impracticability (as defined in UCC 2-615) and impossibility.

3-6. Taxes. The Licensee will be liable for any sales, use or other tax payable in respect of this Agreement, whether or not collected by Mediamark with payment of the subscription and license fees, other than taxes on Mediamark's net income.

3-7. Governing Law. This Agreement and performances hereunder, shall be governed by the laws of the State of New York (without regard to its choice of laws provisions). The sole jurisdiction and venue for any litigation arising out of this Agreement shall be in an appropriate federal or state court located in Manhattan Borough, New York.

3-8. Limitation on Action. No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, provided that neither violation of Mediamark's proprietary rights in the Custom Report and/or survey data nor the parties' indemnification obligations under Section 3-2 shall be subject to this limitation.

3-9. Severability. If any provision of this Agreement shall be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement enforced without such provision.

3-10. Assignment. Neither party may assign, and Licensee may not sublicense, any of its rights, duties or obligations under this Agreement, in whole or in part, to any person or entity without prior written consent of the other party. Any attempted assignment in violation of this Section 3-10 shall be null and void

3-11. Survival. The provisions of Article 1, Sections 2-2 through 2-6 and Article 3 of this Agreement and Addendum B shall survive the expiration or termination of this Agreement.

3-12. Notice. All notices, acceptances, rejections and delivery of documents under this Agreement shall be sufficiently given or made if delivered or mailed, postage prepaid, to the respective addresses of the parties set forth herein, or to such other addresses as any of them by notice to the other party may designate from time to time in such manner to obtain a signed receipt of delivery. Mediamark's address is 75 Ninth Avenue, Fifth Floor, New York, NY 10011.

3-13. No Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

3-14. Remedies. The rights and remedies of Mediamark set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

3-15. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be an original but all of which together shall constitute one agreement.

3-16. Signatures. This Agreement may be signed electronically, by facsimile copy or by any other means intended by the parties to be a binding act.

GfK MEDIAMARK RESEARCH & INTELLIGENCE, LLC
RESPONDENT LEVEL DATA ACCESS ADDENDUM
TO CUSTOM REPORT LICENSE AGREEMENT

This Addendum B supplements and is part of the Custom Report License Agreement (“Agreement”) to which it is attached relating to licensing of the Respondent Level Data contained in the Custom Report. The terms and conditions of this Addendum B are to be read, interpreted and applied in an integrated fashion with the other terms and conditions of the Agreement (including Addendum A), but in the event of any conflict between the terms and conditions of this Addendum B and the other terms and conditions of the Agreement (including Addendum A), then the terms and conditions of this Addendum B shall prevail.

1. LICENSE

1.1. RLD License. Mediamark hereby grants to Licensee a non-exclusive, non-transferable, limited license (the “RLD License”) to access the Respondent Level Data (“RLD”) contained in the Custom Report and to use the RLD for the Permitted Uses set forth in Section 1.2 below. The RLD License granted to Licensee (including such Permitted Uses) shall be subject to the terms and conditions provided in this Addendum C, together with the terms and conditions in the Agreement.

1.2 Permitted Uses.

1.2.1 Licensee may use the RLD solely in connection with its preparation of a report to be filed with the Federal Communication Commission (“FCC”) under FCC MB Docket No. 10-56 based upon Licensee’s economic analysis of the RLD and conclusions about potential anti-competitive effects of the proposed transactions to be considered by the FCC; provided, however, that to the extent any RLD is disclosed in any such report, Licensee shall seek to have the RLD so disclosed given confidential treatment in accord with, and subject to, the two protective orders issued by the FCC, Protective Orders DA10-370 and DA 10-371, in connection with such proceeding. Subject to the restrictions provided in Section 1.3 below, such report(s) may be created using any of the available records from the Mediamark RLD file, whether used exclusively or in conjunction with other data or software not supplied by Mediamark. 1.2.3 If Licensee wishes to use the RLD outside of the Permitted Uses listed in 1.2.1 above, it must disclose the same in writing to Mediamark and obtain Mediamark’s prior written consent (which it may withhold in its sole discretion).

1.2.2 If Licensee wishes to use the RLD outside of the Permitted Uses listed in 1.2.1 above, it must disclose the same in writing to Mediamark and obtain Mediamark’s prior written consent (which it may withhold in its sole discretion).

1.3 Restrictions.

1.3.1 Licensee may not (a) provide to any person tapes, disks, diskettes or other devices containing the RLD in tabulated or untabulated form or (b) provide any output or product that could be decompiled or otherwise manipulated to permit the RLD to be extracted in a “raw” or untabulated form.

1.3.2 Except as permitted by this Addendum B, Licensee may not modify or copy all or any part of the Custom Report or the RLD in any manner nor create any derivative work or other products from the Custom Report or the RLD without the prior written permission of Mediamark (which it may withhold in its sole discretion). Except as permitted by this Addendum B, no part of the Custom Report or the RLD may be reproduced, or transmitted, in any form or by any means whether electronic, mechanical, photocopying, recording, or otherwise without prior written permission of Mediamark (which it may withhold in its sole discretion).

1.3.3 Licensee will process the RLD, and store any output generated from the RLD, only through Licensee's own facilities. No other organization shall be used for any processing or storage of the RLD or any such output unless such other organization has entered into a written agreement satisfactory to Mediamark by which such organization agrees to abide by appropriate restrictions on the manner in which the RLD may be stored, processed and the data contained therein may be accessed, used and released and such other reasonable terms and conditions as Mediamark may require (in its sole discretion).

1.3.4 Licensee agrees that it will use the RLD in accordance with all federal, state and local laws, relevant Direct Marketing Association Guidelines, and in a manner which gives due consideration to matters concerning privacy, confidentiality, and other issues to which individual and business consumers may be sensitive. Licensee will not permit, in any direct mail solicitation, telephone solicitation or survey, any reference to (a) any selection criteria or (b) any presumed knowledge about the respondent derived from the RLD. In the event that legislation or governmental regulations restrict the provision or use of personal respondent identification information (e.g., respondent name and address) in a manner that affects either Mediamark or Licensee in its performance under this Addendum B, both parties shall promptly convene in good faith to evaluate and renegotiate the impacted provisions and economics of this Addendum B to derive a mutually agreeable modification, which shall be reduced to writing, signed by both parties and attached hereto.

1.3.5 Licensee shall not use, or permit others to use, the RLD for credit granting, credit monitoring, account review, collection, insurance underwriting, employment or any other purpose covered by the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq ("FCRA")), Federal Trade Commission interpretations of the FCRA, and similar state statutes. If Licensee breaches this provision, or if a court or regulatory agency of competent jurisdiction determines that such use of the RLD is subject to the FCRA, Mediamark may immediately terminate this Agreement by written notice to Licensee without any cost, obligation or liability and pursue any other legal and equitable remedies to which Mediamark may be entitled.

1.3.6 Mediamark, may, at any time, impose restrictions and/or prohibitions on the use of the RLD to the extent they are imposed on Mediamark by third parties. Without limiting the foregoing, such restrictions or prohibitions may arise out of local, state or federal statutes or regulations; judicial or regulatory interpretations thereof; or contractual obligations placed upon Mediamark by its data source providers. Licensee agrees to strictly comply with such restrictions, and require that any third party for whom it prepares a report using the RLD will strictly comply with such restrictions and/or requirements.

1.3.7 Licensee will display the Mediamark copyright notice and proprietary legend in the form provided below on copies of the RLD and as part of any derivative work generated upon access to the RLD by Licensee's authorized employees.

Copyright © 200__ GfK Mediamark Research & Intelligence, LLC. All rights reserved."

ADDENDUM B

1.5 Disclaimer and Indemnity. Mediamark disclaims any liability or responsibility arising from Licensee's use of the RLD, whether used exclusively or in conjunction with other data or software not supplied by Mediamark. Licensee

assumes full responsibility for its use of the RLD and shall indemnify, defend and hold harmless Mediamark, its officers, employees, agents, and affiliates from and against any claim, liability, cost, damage or expense (including without limitation reasonable attorneys fees) arising out of any breach or alleged breach of Licensee's obligations under this Addendum B. Licensee's indemnification obligations under this Section 1.5 shall be subject to Section 3-3.2 of the Agreement, *mutatis mutandis*.

1.6 Reimbursement. In furtherance of Licensee's obligations under Section 3-2.2 of the Agreement, Licensee shall reimburse Mediamark for reasonable out-of-pocket expenses and costs incurred by Mediamark in connection with any actions taken by it to preserve the confidentiality of the Custom Report and RLD in it upon either (1) Mediamark's receipt of a notice from Licensee pursuant to Section 2-4 of the Agreement regarding any disclosure of the Custom Report or RLD in it pursuant to any legal or administrative proceeding or (2) upon Mediamark's receipt of any subpoena, court order or administrative order compelling it by legal process to disclose and make available in connection with the proceeding under FCC MB Docket No. 10-56 or otherwise the Custom Report, the RLD in it, or any of Mediamark's proprietary algorithms, methodologies, survey procedures or other information about Mediamark's collection, testing, editing and compilation of its survey data (including the RLD)

2. CONFIDENTIALITY AND PROPRIETARY RIGHTS

2.1 RLD. Licensee acknowledges that the RLD is strictly confidential and copyrighted and that all property rights therein will at all times remain the exclusive property of Mediamark.

2.2 Respondent Information. Licensee agrees that the RLD, including the identity and location of interviewers, respondents, and areas in which the interviews upon which the survey data are based, is privileged and confidential information to Mediamark. Licensee shall not seek to contact, interview, survey or solicit the respondents at any time or in any manner whatsoever.

2.3 Right of Termination and Injunctive Relief. Licensee acknowledges that a breach by it of the provisions of this Addendum B will cause irreparable harm and loss to the business of Mediamark. Licensee agrees that Mediamark may immediately and without prior notice terminate the RLD License in the event that Licensee breaches any of the RLD License terms or its confidentiality obligations under this Addendum B.

3. TERM AND TERMINATION

3.1 Term. The RLD License shall have a term as set forth in Addendum A to the Agreement (the "Term").

3.2. Termination. In addition to the termination provisions in Section 1-3.2 of the Agreement, Licensee and Mediamark shall have the right to terminate the RLD License as provided in this Section 3.2:

3.2.1 Mediamark immediately, upon written notice to Licensee, if Licensee shall have been acquired by any other entity which collects and supplies data substantially comparable to the data contained in Mediamark's National Reports;

3.2.2 Mediamark immediately as provided in Sections 1.3.5 or 2.3 or if in the opinion of Mediamark, after such review of the Licensee's procedures and operations as Mediamark determines to be appropriate, Licensee is making improper, incorrect or misleading use of the RLD; or

ADDENDUM B

3.2.3 Mediamark immediately, upon written notice to Licensee, if Licensee shall violate the Permitted Uses under Section 1.2.

3.3 Effect of Termination. Upon termination of the RLD License, or termination of the Agreement, the following shall occur:

3.3.1 Licensee shall discontinue all use of the RLD and shall promptly return to Mediamark all tapes or other media, copies, partial copies and any other documentation, materials or other information containing the RLD (or any excerpts or parts thereof), together with a written certification, if requested by Mediamark, that all of such materials have been returned or destroyed and irretrievably erased from Licensee's computer system memory and media.

3.3.2 Licensee shall pay Mediamark all sums, if any, due hereunder, in accordance with Section 1-1.1 of the Agreement.

A. Mediamark Studies to be used to derive the Custom Report

Doublebase 2002	Doublebase 2008
Doublebase 2004	
Doublebase 2006	

B. Term: _____ 1 year _____

C. Fees:

Subtotal						
Sales (8.625%)	Tax	Inside NY:	_____	Outside NY:	x	\$9,000
Total						\$9,000

D. Description of Services and tabulated data sets that will define the Custom Report under this Agreement:

MRI is providing an anonymous record of respondents who meet certain specified characteristics (**as defined below). This will be provided in an Excel spreadsheet consisting of respondent ID's along with requested characteristics.

The data will be subject to analysis and the results will be used to produce an academic research paper regarding insights on Cable Vertical Integration.

This paper may be published within the timeframe of the license agreement which is one year from date of contract signature.

****Specified Characteristics Below:**

- All
- Men
- Women
- Parents
- Educ: graduated college plus
- Educ: attended college
- Educ: graduated high school
- Educ: did not graduate HS
- Educ: post graduate
- Educ: no college

Age 18-24
Age 25-34
Age 35-44
Age 45-54
Age 55-64
Age 65+
Adults 18-34
Adults 18-49
Adults 25-54
Men 18-34
Men 18-49
Men 25-54
Women 18-34
Women 18-49
Women 25-54
Employment: working full time
Employment: working part time
Employment: not working
Occupation: professional and related occupations
Occupation: management, business and financial operations
Occupation: sales and office occupations
Occupation: natural resources, construction and maintenance occup.
Occupation: other employed
IEI \$200,000 or over
IEI \$150-199,999
IEI \$100-149,999
IEI \$75-99,999
IEI \$60-74,999
IEI \$50-59,999
IEI \$40-49,999
IEI \$30-39,999
IEI \$20-29,999
IEI <\$20,000
Wage earner status: not employed
Wage earner status: sole earner
Wage earner status: primary earner
Wage earner status: sec earner
HHI \$200,000 or over
HHI \$150-199,999
HHI \$100-149,999
HHI \$75-99,999
HHI \$60-74,999
HHI \$50-59,999
HHI \$40-49,999
HHI \$30-39,999
HHI \$20-29,999
HHI <\$20,000
HHI \$60,000+
HHI \$50,000+
HHI \$40,000+
HHI \$30,000+

Census Region: North East
Census Region: South
Census Region: Midwest
Census Region: West
Mktg Region: New England
Mktg Region: Mid Atlantic
Mktg Region: East Central
Mktg Region: West Central
Mktg Region: Southeast
Mktg Region: Southwest
Mktg Region: Pacific
Mediamarkets: Top 5
Mediamarkets: Next 5
Mediamarkets: New York
Mediamarkets: Los Angeles
Mediamarkets: Chicago
Metropolitan CBSA
Micropolitan CBSA/unassigned
County size A
County size B
County size C
County size D
Marital status: never married
Marital status: now married
Marital status: legally separated/widowed/divorced
Marital status: engaged
HH size: 1
HH size: 2
HH size: 3-4
HH size: 5+
Children: any
Children: 1
Children: 2
Children: 3+
Child age: <12 months
Child age: 12-23 months
Child age: <2 years
Child age: <6 years
Child age: 2-5 years
Child age: 6-11 years
Child age: 12-17 years
Life cycle: resp 18-34 1 pers HH
Life cycle: resp 18-34 married no kids
Life cycle: resp 18-34 married yng chld <6
Life cycle: resp 18-34 married yng chld 6-17
Life cycle: balance of resp 18-34
Life cycle: resp 35-49 1 pers HH
Life cycle: resp 35-49 married no kids
Life cycle: resp 35-49 married yng chld <6
Life cycle: resp 35-49 married yng chld 6-11
Life cycle: resp 35-49 married yng chld 12-17
Life cycle: balance of resp 35-49

Life cycle: resp 50+ 1 pers HH
Life cycle: resp 50+ married no kids
Life cycle: resp 50+ married w/kids
Life cycle: balance of resp 50+
Years at pres address: <1 year
Years at pres address: 1-4 years
Years at pres address: 5+ years
Home owned
Home value: \$500,000+
Home value: \$200-499,000
Home value: \$100,000-199,999
Home value: \$50-99,999
Home value: <\$50,000
Race: White
Race: Black/African American
Race: American Indian or Alaska Native
Race: Asian
Race: Other
Race: White only
Race: Black/African American only
Race: Other race/Multiple classifications
Spanish spoken in home (most often or other)
Hispanic Respondent personally speaks only english at home
Hispanic Respondent personally speaks mostly english, but some spanish at home
Hispanic Respondent personally speaks only spanish at home
Hispanic Respondent personally speaks mostly spanish, but some english at home
Hispanic Respondent personally speaks both english and spanish equally at home
Hispanic Respondent personally speaks other language at home
Spanish, Hispanic or Latino Origin or Descent
Pet owner
Dog owner
Cat owner
Have a landline telephone
Cell phone only (no landline) in HH
Landline only (no cell phone) in HH
Generations: Millenials (b.1977-1994)
Generations: GenXers (b.1965-1976)
Generations: Boomers (b. 1946-1964)
Generations: Early Boomers (b. 1946-1955)
Generations: Late Boomers (b. 1956-1964)
Generations: Pre-Boomers (b. before 1946)
Cable available in neighborhood
HH subscribes to cable
HH subscribes to digital cable
HH has satellite dish
DirecTV
Dish Network
Other satellite dish programming company
Any premium channel viewing/past 30 days

Watched any pay per-view/past 12 mos
Watched any programs w/Video-On-Demand/past 12 mos
Any cable viewing/past wk
Heavy cable viewing/15+ hrs past wk
HH has a Digital Video Recorder (DVR)
ABC Family Channel
Adult Swim
A&E
AMC (American Movie Classics)
Animal Planet
BBC America
BET (Black Entertainment TV)
BETJ
Biography Channel
Bloomberg Television
Bravo
Cartoon Network
CMT (Country Music Television)
CNBC
CNN
Comedy Central
Discovery Channel
Discovery Health
Disney Channel
Disney XD (waves 57-60 measured as Toon Disney)
DIY (Do It Yourself Network)
E!
ESPN
ESPN 2
ESPN Classic
ESPNNews
Fine Living
Flix
Food Network
Fox News Channel
FSN (Fox Sports Net)
Fuse
FX
G4
GSN (Game Show Network)
Golf Channel
GAC (Great American Country)
Hallmark Channel
HLN (waves 57-59 measured as Headline CNN News/wave 60 measured as Headline News)
History Channel
History International
HGTV (Home & Garden Television)
HSN (Home Shopping Network)
I-Life TV
IFC (Independent Film Channel)
INSP (Inspiration Network)

Investigation Discovery
Lifetime
Lifetime Movie Network (LMN)
Logo
Military Channel
MSNBC News
MTV
MTV2
Music Choice
The N
National Geographic Channel
NFL Network
Nick at Nite
Nickelodeon
Outdoor Channel
Oxygen
Planet Green (waves 57-59 measured as
Discovery Home)
QVC
Science Channel
Sci-Fi Channel
SLEUTH
SOAPNet
Speed
Spike TV
Style
Sundance
TBS
TLC (The Learning Channel)
Travel Channel
truTV
TNT (Turner Network Television)
TCM (Turner Classic Movies)
TV Guide Channel
TV Land
TV One
USA Network
VERSUS
Vh1
Vh1 Classic
Vh1 Soul
The Weather Channel
WE tv (Women's Entertainment)
WGN America
Premium service: watched Cinemax/past 7 days
Premium service: watched Encore/past 7 days
Premium service: watched HBO/past 7 days
Premium service: watched The Movie
Channel/past 7 days
Premium service: watched Showtime/past 7
days
Premium service: watched Starz/past 7 days

E. ADDITIONAL OR MODIFIED PROVISIONS: The text of the Sections of the Agreement referenced below are hereby modified as set forth in this Paragraph E: