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ACTIVE DESKTOP MARKETING, DISTRIBUTION & PROMOTION AGREEMENT

This Active Desktop Marketing, Distribution & Promotion Agreement (the "Agreement") is entered into and effective as of July 14, 1997 (the "Effective Date") by and between **MICROSOFT CORPORATION**, a Washington corporation located at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and **CNET, INC.**, a Delaware corporation located at 150 Chestnut Street, San Francisco, CA 94133 ("Company").

RECITALS

Microsoft is the owner and/or authorized licensor of the Windows 95 operating system, as well as of certain Internet-related technology, including "browsing" software known as "Internet Explorer" for the Windows 95, Windows NT, Windows 3.xx, Apple Macintosh and Unix operating systems.

Forthcoming versions of Internet Explorer are expected to have a feature known as "Active Desktop," which will enable users to choose pre-selected, and/or create their own, categories of "streaming" content which is automatically and periodically downloaded or webcast to the user via the World Wide Web (the "Web").

Company operates an online content business whereby it owns or licenses content which can be made available to users of Active Desktop, along with associated advertising, if any.

Microsoft and Company wish to enter into a strategic marketing, distribution and promotion agreement whereby the parties will promote and assist each other's efforts in developing the "push" content business on Microsoft platform technology. Company is willing to market, promote and where appropriate distribute Microsoft's Internet Explorer and related Microsoft Internet technology, and Microsoft is willing to include Company as a provider of content which the Active Desktop is pre-configured to access, and to provide broad distribution of Company's logos/icons that link to Company's webcast content.

The parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 "Active Desktop" means the Channel Client feature of Microsoft's Internet Explorer which provides, among other things, facilities to support, all via the Web, "scheduled pull," "push" or "broadcasts" of Channel Content, and Content Rotation.

1.2 "Active Platform Support" means a party's use of Active Platform technology so as to make such party's Web site and Channels high quality examples of Active Platform technology. Exhibit A describes the level of support required in order to meet this standard.

1.3 "Active Platform" means Microsoft's line of client, server and development tools and technologies based on Internet standards, including: Internet Explorer, Dynamic HTML, ActiveX, ActiveX Controls, Visual Basic, Jscript, Active Desktop, Internet Information Server and Active Server Pages.

1.4 "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly Controlling, Controlled by, or under common Control with such entity. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of voting shares, by contract, or otherwise. Where such entity is a partnership, limited liability company, corporation, or

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similar entity and has partners, members, or shareholders with equal ownership interests or equal control interests, by contract or otherwise, then each such partner, member, or shareholder will be deemed to possess, directly or indirectly, the power to direct or cause the direction of the management and policies of that entity.

1.5 "Category Channel" means a Channel for which an identifying Channel Icon appears in a sub-directory when an End User points to or clicks on a related Category in the top Channel directory visible to End Users upon first starting up or using Active Desktop. For example, "Business" may be a Category in the top Channel directory, and the Channels available by clicking on or accessing the "Business" Category are Category Channels.

1.6 "Category" means a class of Content which concerns similar subject matter, such as Content which focuses primarily on sports, business, or children's entertainment.

1.7 "Channel Client" means software that enables an End User to select and receive Channels in one or more display and/or audio elements, including software that is: (i) an interactive application (such as a Web browser) that displays and/or plays Content within an application (or similar) window or directly upon a operating system desktop; and/or (ii) an animated and network-interactive screen saver application.

1.8 "Channel Icon" means an icon or button which has an identifying logo and/or trademark and an associated pointer/URL contained in the Active Desktop user interface such that an End User, upon first starting up or using Active Desktop will (if already connected to the Web) be directly linked via a single click to an associated Channel.

1.9 "Channel" means an aggregation of one or more Categories and advertising (if any) that is displayed or played, or available to be selected by an End User for display and/or play, by means of a Web browser or other interactive application that displays and/or plays Content within an application or similar window directly upon an operating system or within an animated and network-interactive screen saver application, and which may be further divided into sub-Channels.

1.10 "Company Content" means Content included within the Licensed Materials or displayed on a Company Web Site or a Midway Web Site.

1.11 "Company Web Site" means any Web site operated or controlled by the Company (whether or not through joint ventures with third parties) under the CNET brand, including but not limited to cnet.com, news.com, download.com, shareware.com, buydirect.com, search.com, gamecenter.com, activex.com, browsers.com, builder.com and tv.com. Company Web Sites do not, however, include (i) Midway Web Sites, (ii) mediadome.com; or (iii) any Web sites operated by the Company (whether or not through joint ventures with third parties) which do not operate under the CNET brand, including but not limited to eonline.com.

1.12 "Confidential Information" means: (i) any trade secrets relating to either party's product or service plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (ii) the specific terms and conditions of this Agreement. "Confidential Information" shall not include information that: (i) is or becomes generally known or available, whether by publication, commercial use or otherwise, without restriction on disclosure and through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party without reference to any Confidential Information of the disclosing party; (iv) is lawfully obtained from a third party that has the right to make such disclosure.

1.13 "Content Rotation" means the presentation, through a Channel Client, of Content from one or more different Channels within sequential time segments managed by such Channel Client during which Channel Content and associated advertising (if any) are displayed and/or played on the End User's computer system.

1.14 "Content" means data, text, audio, video, graphics, photographs, artwork and other technology and materials provided for use on Channels or Web sites.

1.15 "End User" means a Third Party, including corporate and similar direct customers, which views and/or plays Content by means of a Channel Client for such Third Party's use and not for further sublicense or distribution.

1.16 "ICP" or an "Independent Content Provider" means an entity which develops its own Content and/or which aggregates and distributes Third Party Content for inclusion in a Channel.

1.17 "Intellectual Property" means all proprietary rights owned or controlled throughout the world, including, but not limited to, copyrights, moral rights, trade secrets, trademarks, and patents.

1.18 "IEAK" means any version of the Internet Explorer Administration Kit associated with Internet Explorer, including but not limited to IEAK versions for ICPs, IAPs, and End Users.

1.19 "Internet Explorer" or "IE" means Microsoft's English language versions Web browsers and related Internet client technology for all Platforms as marketed by Microsoft under the name "Internet Explorer v. 4.x."

1.20 "Licensed Materials" means introductory Company Content, associated ActiveX controls, and any other software code required to use such Content as provided by Company to Microsoft for inclusion in Active Desktop, as further described in Section 2.5, and provided that Licensed Materials shall not include any Third Party advertisements and shall not exceed one (1) megabyte in size.

1.21 "Licensee(s)" means any Third Party licensee of a party's technology, including, but not limited to OEM, retail and other distributors, software integrators, and End Users of a party's products and/or services.

1.22 "Midway Project" or "Midway" means the Company's Content aggregation project, currently referred to as "Midway" or "Snap! Online."

1.23 "Midway Web Site" means any Web site operated or controlled by the Company under the "Snap!" brand or any successor brand (including without limitation where the "Snap!" brand or any successor brand is used in conjunction with the brand of a third party licensee of Company) as part of the Midway Project.

1.24 "OEM" means an original equipment manufacturer which licenses Microsoft software for distribution in conjunction with other products for eventual resale to End Users.

1.25 "Other Browsers" means Third Party software and related technology for any Platform that (i) is designed to view, render, browse, hear and otherwise interact with Content on the Internet, the Web and/or other public networks now existing or hereafter created (a "browser"); and (ii) ranks in the top two (exclusive of Internet Explorer) most widely used browsers, as such use is measured by Browserwatch (http://browserwatch.internet.com/stats/stats.html), as of the Effective Date.

1.26 "Platforms" means any and all operating system platforms supported during the Term by Internet Explorer.

1.27 "Pre-Configured Channel" means a Channel which has an identifying Channel Icon contained in the Active Desktop user interface such that the Pre-Configured Channel is available, whether as a Category Channel or otherwise, to the End User upon first use and/or personalization of the Active Desktop and until the End User deletes or changes such configuration.

1.28 "Pre-Configured ICP" means an ICP whose Channel is included as a Pre-Configured Channel in Active Desktop.

1.29 "Standalone Configurations" means (i) standalone retail (e.g., the Internet Explorer Starter Kit) and Web distributions of Internet Explorer by Microsoft, (ii) standalone distributions of Internet Explorer by IAPs and IEAK licensees; and (iii) distributions of Internet Explorer as part of Microsoft products and applications such as Windows 95. "Standalone Configurations" does not mean separate licenses of Internet Explorer technology or distributions of Internet Explorer or versions of Internet Explorer by MSN, WebTV or MSNBC, or as part of Windows CE or packaged products from Microsoft's Interactive Media Group.

1.30 "Term" means the term of this Agreement, which shall be the period commencing upon the Effective Date and ending on the earlier of (i) one (1) year from the first commercial release of a final version of Internet Explorer containing Active Desktop, and (ii) September 30, 1998, unless earlier terminated in accordance with Section 12.

1.31 "Territory" means the United States.

1.32 "Third Party" means a person or entity which is not an Affiliate of either party to this Agreement.

1.33 "Win 16" means Microsoft's Windows 3.xx Platform.

1.34 "Win32" means, collectively, the Windows 95 and Windows NT Platforms and their successors which are released during the Term.

2. COMPANY OBLIGATIONS

2.1 Adoption of Active Platform. Company shall support the Active Platform as follows:

(a) For all Company Content and advertising delivered via the Active Desktop, Company shall, at its own expense and continuously during the Term, develop (and/or license from third parties) Content which is customized such that it exhibits the Active Desktop and Active Platform capabilities in compliance with the Active Platform Support requirements set forth in Exhibit A.

(b) Company shall further provide Active Platform Support (as described in Exhibit A) for Channels, Company Web Sites and Midway Web Sites continuously during the Term, including without limitation by complying with reasonable updated standards for such support as they are provided by Microsoft to Company during the Term. Company shall not, however, be required to provide Active Platform Support to any advertising, promotions or sponsorship features contained solely within Company Web Sites or Midway Web Sites and not available for viewing and/or playing in a Channel.

2.2 Unique Content/Promotion. Company shall publicly endorse and promote Active Desktop and Active Platform as set forth in Exhibit B (with respect to the Company Web Sites) and as set forth in Exhibit C (with respect to the Midway Project).

2.3 Exclusive Obligations Concerning IE. During the Term, Company and its Affiliates will promote IE (and no Other Browser) by complying with the following:

(a) Subject to the license terms referenced in Section 5.2, Company and its Affiliates shall distribute Internet Explorer and no Other Browser as an integral part of any Channel Client for Win 32, Win 16 or Macintosh platforms, which Channel Client is distributed by Company or its Affiliates via any form of physical media, OEM, or online distribution or transmission, in connection with any Company Web Site or the Midway Project.

(b) Company will not display on any Company Web Site or Midway Web Site any non-paid advertising or promotions for Other Browsers or for companies that produce Other Browsers or Affiliates of any such companies.

(c) Notwithstanding any other provision of this Agreement, Company shall not be restricted from offering or displaying through the Company Sites or the Midway Project (i) paid advertising or promotions for companies that produce Other Browsers and their Affiliates, provided such arrangements do not include any co-branding or other arrangements involving the CNET brand which would reasonably be deemed endorsements by the Company of Other Browsers or the companies which produce them (or their Affiliates); (ii) news and editorial Content concerning Other Browsers, provided that it is produced independently from companies which produce Other Browsers and their Affiliates; (iii) downloads of Other Browsers within download services offered through the Company's browsers.com, shareware.com, download.com or buydirect.com sites and similar services offered through other sites based on the same database of downloadable software (for example, the "Software Central" area within cnet.com), provided such arrangements do not include any co-branding or other arrangements involving the CNET brand which would reasonably be deemed endorsements by the Company of Other Browsers or the companies which produce them (or their Affiliates) (for purposes of clarification, Company's mere authorization for a Company Channel to be included via a text-only link in an Other Browser and offering of downloads as described herein of an Other Browser that includes a Company Channel shall not by themselves reasonably be deemed an endorsement of such Other Browser); (iv) display information within download sites and services which are authorized under the foregoing clause 2.3(c)(iii) concerning the presence of Company Channels within Other Browsers, provided such download sites or services also present information on Third Party Channels available in such Other Browsers in a manner that is consistent with any information such download sites or services contain on Company Channels; and (v) general support features (such as help or FAQ files) for Other Browsers, provided that such features are not linked to Other Browser download sites by promotion through icons or links. Nothing in this Agreement will affect the operation by the Company or its Affiliates of Web sites other than Company Web Sites and Midway Web Sites.

2.4 Content and Logo Restrictions. Company agrees that neither it nor its Affiliates has entered into or announced, or will enter into or announce, any "Content Promotion Agreements" or "Pass Through Agreements." A "Content Promotion Agreement" is an agreement with a company (or its Affiliates) which produces Other Browsers which agreement is to exchange money or other material and valuable consideration (including, but not limited to, the promotion, marketing or distribution of Other Browsers) in return or consideration for distribution, transmission, marketing or promotion in the Territory of Company Content or logos during the Term. A "Pass-Through Agreement" is an agreement by Company (or any entity in privity of contract with Company) with any third party in which: (i) the economic and other benefits are passed through materially unchanged to a company (or its Affiliates) which produces Other Browsers; (ii) the third party performs no substantive function with respect to the agreement except to be a pass-through entity; and (iii) the purpose of the agreement is to exchange money or other material and valuable consideration (including, but not limited to, the promotion, marketing or distribution of Other Browsers) in return or consideration for distribution, transmission, marketing or promotion in the Territory of Company Content or logos

during the Term.

Nothing in this paragraph shall restrict Company from (a) entering into or performing under agreements with third parties which have agreements and/or working relationships with companies which produce Other Browsers, provided such agreements are not Pass-Through Agreements or Content Promotion Agreements; (b) entering into or performing under agreements to license or use software or technology from companies which produce Other Browsers, including agreements which include material and valuable consideration; or (c) entering into or performing under "headline exporting" arrangements under which the Company provides Content headlines to other companies and provides links to the full stories associated with such headlines, including the Company's existing headline exporting arrangement with IBM, provided such arrangements do not include any co-branding or other arrangements involving the CNET brand which would reasonably be deemed endorsements by the Company of Other Browsers or the companies which produce them (or their Affiliates). For purposes of further clarification, the parties agree that an agreement between Company and Yahoo on standard terms and conditions concerning provision of Content for use in the "Netscape Destinations by Yahoo" program shall not be deemed to be a Content Promotion Agreement or Pass-Through Agreement.

2.5 Licensed Materials. Company will deliver the initial versions of the Licensed Materials to Microsoft in electronic and (for logos and the like) hard copy form, along with appropriate documentation to verify the accuracy of such materials, no later than ten (10) working days prior to Microsoft's second public beta release of Active Desktop. Final version of the Licensed Materials shall be provided to Microsoft reasonably in advance of the commercial release of IE, at a date to be determined based on the Internet Explorer product schedule. Microsoft shall be entitled to review and approve for inclusion in Active Desktop such Licensed Materials, provided that such approval shall not be unreasonably withheld or delayed.

2.6 Creation and Maintenance of Company Channels. Company shall create and maintain the Company Channels which will deliver free Content which is substantively implemented and updated pursuant to the terms and at the frequency set forth in Exhibit A. Company acknowledges that its performance under this Section 2.6 is critical to Microsoft. If Microsoft, in its sole and reasonable judgment, determines that such performance under this Section 2.6 is inadequate, Microsoft may enforce the remedies set forth in Section 12.2.

2.7 Licenses. Company will license the Licensed Materials to Microsoft as set forth in Section 5.

2.8 Equal Treatment. Microsoft agrees that, during the Term and with respect to Sections 2.1, 2.2, 2.3, 2.4, 2.5 and 2.6, it has and will continue to apply substantially the same requirements to all Third Party Pre-Configured ICPs.

3. MICROSOFT OBLIGATIONS

3.1 Inclusion as Pre-Configured ICP. During the Term, Microsoft shall include two Company Channel Icons in Pre-Configured ICP positions within North American English versions of Active Desktop for Win32 distributed within the Territory, as follows:

(a) Within the Territory and by all distribution methods (including but not limited to on-line, retail, OEM, IEAK, and IAP, all subject to the provisions of Section 3.1(e) and (f)) Microsoft shall list Company's Channel Icons as Category Channels in the Active Desktop directory for the following Category: News and Technology in all applicable Standalone Configurations.

(b) Microsoft shall include the Licensed Materials in Microsoft's retail CD-ROM and OEM distributions of Active Desktop for Win32 distributed within the Territory as Standalone Configurations.

(c) Microsoft does not intend to include more than twenty-five (25) Third Party Pre-Configured ICPs in United States versions of Active Desktop during the Term, and Microsoft does not intend to include more than nine (9) Third Party Category Channels within the News and Technology Category within such versions of Active Desktop during the Term.

(d) Microsoft shall use an independent and verifiable third party to randomly determine the order of placement on the Active Desktop of the Channel Icons for Channels, Categories and Category Channels.

(e) Company acknowledges and agrees that Microsoft may, notwithstanding anything to the contrary in Sections 3.1(a)-(c): (i) authorize OEM distributors of Active Desktop to include one or more OEM supplied Pre-configured Channels in copies of Active Desktop which they distribute, and to place their Channel Icons in a top directory position within Active Desktop; (ii) authorize Internet Access Providers (or "IAPs," *i.e.*, companies which market Internet access services to End Users) to distribute copies of Active Desktop from which such IAPs have deleted the Pre-configured Channels of some or all other Pre-Configured ICPs; and (iii) authorize licensees of Microsoft's IEAK to distribute copies of Active Desktop in which they have deleted Channel Icons of Pre-Configured ICPs and otherwise made modifications in accordance with the applicable Microsoft IEAK license. Company further acknowledges and agrees that Active Desktop users and IEAK users will be able to re-configure Channels for End User customers, themselves and for others in their organization, including scheduling when Content is downloaded from the Channel, and adding, moving and/or deleting Channels and Channel Icons.

(f) Microsoft will exercise commercially reasonable efforts to require its OEM and IAP licensees to include the Company Channel Icon in applicable versions of Active Desktop which they distribute. Microsoft will be entitled to forego such requirements provided that in no event shall Microsoft authorize an OEM or IAP licensee to delete the Company Channel Icon but not any Microsoft or Microsoft Affiliate Channel Icons from applicable versions of Active Desktop.

(g) Microsoft's intent is that Active Desktop will be presented to the end user upon system setup and/or first use of Internet Explorer.

(h) In complying with its obligations under this Section 3.1, Microsoft's treatment of Company and Company's Channel Icons shall be no less favorable than Microsoft's treatment of other Pre-Configured ICPs and their Channel Icons within the News and Technology Category with respect to applicable versions of Active Desktop for Win32 distributed within the Territory during the Term.

3.2 Early Releases and Other Development Support. During the Term, Microsoft shall use its commercially reasonable efforts to provide Company with early (alpha, beta and, where practical as determined by Microsoft in its sole discretion, pre-alpha) releases of Active Desktop and Internet Explorer, to use and reproduce for internal development purposes only, at least as promptly as such releases are provided to other Third Party Preconfigured ICPs.

3.3 Set-up and Installation Requirements. Company shall comply with the setup and installation specifications set forth in Exhibit D, which are the same as those required for all third party Pre-Configured ICPs. Company acknowledges that its performance under this Section 3.3 is critical to

Microsoft. If Microsoft, in its sole and reasonable judgment, determines that such performance under this Section 3.3 is inadequate, Microsoft may enforce the remedies set forth in Section 12.2.

3.4 Licenses. Microsoft has licensed Internet Explorer to Company as set forth in Section 5.

3.5 Microsoft Promotion of Company Content. In order to assist Company's efforts in developing its webcast Content business on Microsoft platform technology, Microsoft agrees during the Term and as set forth in Exhibit B to promote the Company Content in conjunction with Active Desktop within the Territory and to promote the Midway Project as set forth in Exhibit C.

4. JOINT OBLIGATIONS

4.1 Announcement. The parties shall issue a joint press release announcing and describing the general terms of this Agreement. The precise content and timing of such press release shall be mutually agreed upon by the parties, consistent with Exhibit B.

4.2 Marketing Coordination. Each party shall appoint a representative to coordinate marketing plans, advertising guidelines, and other promotional messages to be used by the respective parties in their promotions of one another. Each party shall use reasonable commercial efforts to confirm any substantive changes in such plans and messages with the other party prior to executing marketing or advertising promotions with any such changed messages or plans.

4.3 Support. Each party shall provide all end user support for the products and services that it operates or distributes in connection with this Agreement.

5. RIGHTS AND LICENSES

5.1 Intellectual Property License to Microsoft. Company hereby grants to Microsoft, under all Company Intellectual Property, a nonexclusive, irrevocable, perpetual, royalty-free, fully paid up, worldwide right and license to reproduce, license, rent, lease or otherwise distribute the Licensed Materials, and to have the Licensed Materials reproduced, licensed, rented, leased or otherwise distributed to and by third parties; provided that the Licensed Materials are reproduced, licensed, rented, leased, or otherwise distributed only for use with Active Desktop or Internet Explorer.

5.2 Internet Explorer. Company and Microsoft have previously entered into a License and Distribution Agreement with respect to IE, dated November 26, 1996, between Microsoft and the Company (the "Existing Distribution Agreement"). Following execution of this Agreement, the Existing Distribution Agreement will remain in effect in accordance with its terms (unless and until the parties mutually agree to terminate such agreement in the course of entering into a customized IEAK agreement, including without limitation as described in Section 2(d) of Exhibit C to this Agreement) with the exception that Company and Microsoft hereby agree that the Existing Distribution Agreement shall be deemed amended as of the Effective Date to provide that Company may not separate the components of the Licensed Software (as defined therein) for individual distribution.

5.3 Patent Issues. If Company (a) sues or (b) brings, prosecutes, assists or participates in any judicial, administrative or other proceedings of any kind against Microsoft or its licensees (including without limitation OEM customers and end users) for infringement of any Company Patents which occurs during the Term on account of the manufacture, use, sale or distribution of technology contained in Internet Explorer, Microsoft may terminate this Agreement as provided in Section 12.2. As used herein, "Company Patents" means any and all patents (other than design patents or the equivalent), or the inventions, ideas or applications therefor, worldwide, whether currently existing, or later developed, applied for, issued prior to the Term, or issuing during the Term, and under which patents

(or the inventions, ideas or applications therefor) Company, or any of its Affiliates, now has, or obtains during the Term, the ability or right to license or grant immunity from suit; and (ii) all extensions, divisionals, continuations, continuations-in-part, re-examinations and reissue patents of such patents, as well as patent applications thereof, to the extent rights attach to such applications.

5.4 Other Rights Reserved. Neither party grants any license in this Agreement under its Intellectual Property or Confidential Information except as expressly provided in Sections 3, 5, 7 or 8.

6. CONSIDERATION

In addition to the consideration provided by each party under the terms and conditions of this Agreement, including without limitation the restrictions set forth in Section 2.1(d) and 2.2, each party shall provide to the other the further consideration set forth in Exhibit E in the manner further set forth therein.

7. TRADEMARKS

7.1 Microsoft Trademarks. Company is hereby granted a non-exclusive license (under Microsoft's standard terms as listed on http://www.microsoft.com/ie/iedist.htm or successors thereto), to use Microsoft trademarks in connection with Company performing its obligations under Section 2. Any fair use, or similar use that is compliant with applicable local law, by Company of "Microsoft Internet Explorer," "Active Desktop" or other Microsoft marks in a truthful context shall not require Microsoft's advance approval unless such use suggests or implies endorsement by Microsoft of Company's or any other parties' products or services. If the trademark guidelines are amended or any Microsoft trademarks are modified or added, Company and its distributors shall have the right to deplete or have depleted in the ordinary course of their businesses existing and contractually committed for inventories of products and materials which may not be in compliance with the amended guidelines or modified/added Microsoft trademarks. Company agrees not to register any Microsoft trademarks without Microsoft's express prior written consent.

7.2 Company Trademarks. Microsoft is hereby granted a non-exclusive license to use those Company trademarks relating to the Licensed Materials and other Company Content in Active Desktop and any advertising, marketing, technical or other materials related thereto which are distributed, transmitted or promoted by Microsoft or its distributors for the purpose of furthering promotion of Active Desktop and Company Content under this Agreement. Such use shall be in accordance with Company's then current trademark guidelines to be provided and reasonably updated by Company from time to time. If the trademark guidelines are amended or any Company trademarks are modified or added, Microsoft and its distributors shall have the right to deplete or have depleted in the ordinary course of their businesses existing and contractually committed for inventories of products and materials which may not be in compliance with the amended guidelines or modified/added Company trademarks. Microsoft agrees not to register any Company trademarks without Company's express prior written consent. Company shall promptly notify Microsoft of any finding of infringement or invalidity of any Company trademarks in any jurisdiction. Nothing herein shall require Microsoft to use any Company trademark in any manner, except as expressly provided in Section 3.

Notwithstanding the foregoing, any fair use, or similar use that is compliant with applicable local law, by Microsoft of Company's trademarks in a truthful context shall not require Company's advance approval unless such use suggests or implies endorsement by Company of Microsoft's or any other parties' products or services.

8. CONFIDENTIALITY

8.1 Restrictions on Use and Disclosure. Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Each party will use its best efforts not to disclose to third parties the other's Confidential Information without the prior written consent of the other party. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information.

8.2 Residuals. The parties' obligations of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had rightful and good faith access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this Section 8.2 shall not be deemed to grant to either party a license under the other party's copyrights or patents.

8.3 Limitations. The other provisions of this Agreement notwithstanding, either party will be permitted to disclose the terms and conditions of this Agreement to their outside legal and financial advisors and to the extent required by applicable law; provided however that before making any such disclosure required by applicable law, the disclosing party shall first give written notice of the intended disclosure to the other party, within a reasonable time prior to the time when disclosure is to be made, and the disclosing party will exercise best efforts, in cooperation with the other party, consistent with reasonable time constraints, to obtain confidential treatment for all non-public and sensitive provisions of this Agreement, including without limitation dollar amounts and other numerical information.

9. WARRANTIES

9.1 Company. Company warrants and covenants that:

(a) It has the full power and all necessary rights to enter into and perform according to the terms of this Agreement;

(b) It has the full right to grant Microsoft the licenses granted herein to use the trademarks, logos trade names, and firm names licensed under this Agreement, and that it is aware of no claims by any third parties adverse to any of such trademarks, logos, trade names, and firm names; and

(c) The Licensed Materials and Company Content available to End Users during the Term do not, and Company will ensure that they do not, to the best of Company's knowledge: (i) contain defamatory or libelous material or material which discloses private or personal matters concerning any person, without such person's consent; (ii) permit to appear or be uploaded any messages, data, images or programs which are, by law, obscene, profane or pornographic; or (iii) permit to appear or be uploaded any messages, data, images or programs that would knowingly violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, or trademarks or service marks used in an infringing fashion, but excluding any patent rights.

The representations and covenants contained in this Section 9.1 are continuous in nature and shall be deemed to have been given by Company at execution of this Agreement and at each stage of performance hereunder. These representations, warranties, and covenants shall survive termination or expiration of this Agreement.

9.2 Microsoft. Microsoft warrants and covenants that

(a) It has the full power to enter into this Agreement and grant the license rights set forth herein; and

(b) To the best of its knowledge, Internet Explorer and Active Desktop do not infringe any copyright, trademark, trade secret, or other proprietary right held by any third party, with the exception of any patent rights.

The representations and covenants contained in this Section 9.2 are continuous in nature and shall be deemed to have been given by Microsoft at execution of this Agreement and at each stage of performance hereunder. These representations, warranties, and covenants shall survive termination or expiration of this Agreement.

10. DISCLAIMER OF FURTHER WARRANTIES

10.1 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 9.1, ALL LICENSED MATERIALS, TRADEMARKS LICENSED UNDER THIS AGREEMENT, AND COMPANY CONFIDENTIAL INFORMATION ARE PROVIDED TO MICROSOFT "AS IS" WITHOUT FURTHER WARRANTY OF ANY KIND. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, COMPANY DISCLAIMS ALL FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

10.2 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 9.2, INTERNET EXPLORER, TRADEMARKS AND OTHER MATERIALS LICENSED TO COMPANY PURSUANT TO THIS AGREEMENT, AND THE MICROSOFT CONFIDENTIAL INFORMATION ARE PROVIDED TO COMPANY "AS IS" WITHOUT FURTHER WARRANTY OF ANY KIND. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.2, MICROSOFT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

11. INDEMNITY

11.1 Indemnity by Company.

(a) Company shall, at its expense and Microsoft's request, defend any claim or action brought against Microsoft, and Microsoft's Affiliates, directors, officers, employees, OEMs, Licensees, agents and independent contractors, to the extent it is based upon a claim (i) that the Licensed Materials or any Company Content infringes or violates any copyright, trademark, trade secret, right of publicity, or other intellectual property, proprietary or contractual right of a third party, with the exception of any patent rights, or (ii) that, if true, would constitute a breach of a Company warranty under Section 9.1 (collectively, "Company Claims"), and Company will indemnify and hold Microsoft harmless from and against any

costs, damages and fees reasonably incurred by Microsoft, including but not limited to fees of attorneys and other professionals, that are attributable to such Company Claims. Microsoft shall: (i) provide Company reasonably prompt notice in writing of any such Company Claims and permit Company, through counsel chosen by Company and reasonably acceptable to Microsoft, to answer and defend such Company Claims; and (ii) provide Company information, assistance and authority, at Company's expense, to help Company to defend such Company Claims. Company will not be responsible for any settlement made by Microsoft without Company's written permission, which permission will not be unreasonably withheld or delayed.

(b) Unless Company obtains for Microsoft a complete release of all Company Claims thereunder, Company may not settle any Company Claim under this Section 11.1 on Microsoft's behalf without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld or delayed. In the event Microsoft and Company agree to settle a Company Claim, Company agrees not to publicize the settlement without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld or delayed.

11.2 Indemnity by Microsoft.

(a) Microsoft shall, at its expense and Company's request, defend any claim or action brought against Company, and Company's Affiliates, directors, officers, employees, agents and independent contractors, to the extent it is based upon a claim (i) that Active Desktop or Internet Explorer (including any Content provided by other Preconfigured ICPs which Microsoft distributes in the same manner as the Licensed Materials) infringes or violates any copyright, trademark, trade secret, right of publicity, or other intellectual property, proprietary or contractual right of a third party, with the exception of any patent rights; or (ii) that, if true, would constitute a breach of a Microsoft warranty under Section 9.2 (collectively, "Microsoft Claims"), and Microsoft will indemnify and hold Company harmless from and against any costs, damages and fees reasonably incurred by Company, including but not limited to fees of attorneys and other professionals, that are attributable to such Microsoft Claims. Company shall: (i) provide Microsoft reasonably prompt notice in writing of any such Microsoft Claims and permit Microsoft, through counsel chosen by Microsoft and reasonably acceptable to Company, to answer and defend such Microsoft Claims; and (ii) provide Microsoft information, assistance and authority, at Microsoft's expense, to help Microsoft to defend such Microsoft Claims. Microsoft will not be responsible for any settlement made by Company without Microsoft's written permission, which permission will not be unreasonably withheld or delayed.

(b) Unless Microsoft obtains for Company a complete release of all Microsoft Claims thereunder Microsoft may not settle any Microsoft Claim under this Section 11.2 on Company's behalf without first obtaining Company's written permission, which permission will not be unreasonably withheld or delayed. In the event Company and Microsoft agree to settle a Microsoft Claim, Microsoft agrees not to publicize the settlement without first obtaining Company's written permission, which permission will not be unreasonably withheld or delayed.

12. TERMINATION

12.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect until the earlier of (i) termination for cause as set forth in Section 12.2, or (ii) expiration of the Term.

12.2 Termination/Suspension of Performance.

(a) Removal of Company Channel(s). In addition to any other remedies under this Agreement, including termination under Section 12.2(b), should (i) Company fail to adequately perform under Section 2.6 or (ii) Company be in breach of any warranty, term or covenant of Section 9.1(c), Microsoft may give Company notice and promptly remove the applicable Company Channel(s) from the Active Desktop so long as such failure or breach continues. If, after thirty (30) business days notice by Microsoft to Company of failure under Section 2.6 or breach of Section 9.1(c) such failure continues or such breach is not cured, Microsoft may remove the applicable Company Channel(s) permanently.

(b) Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement, other than those contained in Section 8, and has failed to cure that breach within thirty (30) days after written notice thereof; or (ii) the other party is in material breach of Section 8.

12.3 Effect of Termination. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

12.4 Preservation of Remedies. Neither payment of fees or credits due under this Agreement nor termination of this Agreement shall be a bar to a party's pursuing any remedy for breach provided for under this Agreement or applicable law. Each party acknowledges that monetary damages may not be a sufficient remedy for breach of its obligations hereunder, and that the other party may be entitled, without waiving any other rights or remedies (and whether or not the other party exercises any right of termination), to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

12.5 Survival. In the event of termination or expiration of this Agreement for any reason, Microsoft's license rights under Section 5 shall survive termination. Company's rights to distribute Internet Explorer under the Existing Distribution Agreement, as described in Section 5.2, shall not be affected by termination of this Agreement. Sections 4.3, 5.1, 5.3, 5.4, 7.2, 8, 9, 10, 11, 13 and 14 shall survive any termination or expiration of this Agreement.

13. LIMITATION OF LIABILITIES

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER RELATED OR SIMILAR DAMAGES (BUT NOT INCLUDING DIRECT DAMAGES) WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE FOR A BREACH OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL HAVE NO APPLICATION TO SECTION 8.

14. GENERAL PROVISIONS

14.1 Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received by the party to whom they are addressed, either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as indicated below or to such other address as a party may designate pursuant to this notice provision:

To Company:	To Microsoft:
CNET, Inc. 150 Chestnut Street San Francisco, CA 94133 Attention: CFO	Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Director of Business Development, Internet Division
Phone: (415) 395-7800	Phone: (425) 882-8080
Fax: (415) 249-2633	Fax: (425) 936-7329
Copy to: Hughes & Luce, L.L.P. 1717 Main Street, Suite 2800 Dallas, Texas 75201 Attention: Jon Mosle	Copy to: Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Law & Corporate Affairs
Fax: (214) 939-5849	Fax: (425) 936-7409

or to such other address as a party may designate pursuant to this notice provision.

14.2 Independent Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership, or a joint venture between the parties.

14.3 Governing Law. This Agreement shall be governed by the laws of the State of Washington as though entered into between Washington residents and to be performed entirely within the State of Washington.

14.4 Attorneys' Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

14.5 Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party. For purposes of this Agreement, a merger, consolidation, or other corporate reorganization, or a transfer or sale of any or all of a party's stock, or of all or substantially all of its assets shall not be deemed to be an assignment.

14.6 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

14.7 Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement and the Existing Distribution Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and merge all prior and contemporaneous communications. It shall not be modified except by a written

agreement subsequent to the date of this Agreement and signed on behalf of Company and Microsoft by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

MICROSOFT CORPORATION	**CNET, INC.**
By (Sign)	By (Sign)
Brad Chase	Halsey Minor
Name (Print)	Name (Print)
Vice President	CEO
Title	Title
7/14/97	7/16/97
Date	Date

EXHIBIT A

ACTIVE PLATFORM SUPPORT REQUIREMENTS

The goal of these requirements is to make the content providers Channels and existing web site(s) demonstrably superior examples of Active Platform technology. The developers will follow the guidelines below, although specific design and content issues are at the discretion of the content provider.

Channel Requirements

1) Support for IE presentation
    - Logo to fit on Channel bar button
    - Full screen view (theatrical view)
    - Support for screen saver functions
2) Create a CDF (Channel Definition Format file) to categorize content for download and offline reading
    - The CDF can have no more than eight (8) first level items when the user first connects to the channel.
3) Update CDF and support notification for new Content
4) Optimize the Channel for download:
    - Author content to meet reasonable download size guidelines
    - Go beyond that limit only after notifying user
5) Content must be updated at least 3 times per week
6) Use of Dynamic HTML should be maximized. At a minimum, a Channel must support at least 3 of the following 5 capabilities supported by Dynamic HTML on the top page of the channel, and at least 1 of the 5 following capabilities on at least 50% of the remaining pages in the channel:
    - Dynamic Content
      Ability to change elements on HTML page on the fly based on user interaction, without round trip to the server. This allows for better user interactivity, with faster performance.
    - 2D Positioning
      This capability allows site authors to easily and accurately position elements on a page without being forced to resort to ActiveX controls, Java applets, or games with tables. Dynamic HTML supports X,Y and Z plane positioning. Combined with multimedia/animation effects, this capability can dramatically improve the look of your site.
    - Multimedia Effects – Filters, Transitions, Animations, Alpha Channel, etc
      Dynamic HTML also includes a set of high performance multimedia effects that interact with the HTML page.
    - Data Awareness
      The ability to link data from a database and dynamically update your HTML page based on changes in the database automatically. Also, this capability allows for the user to interact with the data without roundtrips to the server.
    - Dynamic HTML Object Model
      This is not a new tag, but a way to control existing HTML tags. For example, existing elements such as <img> tag, will receive a click event if the user clicks on the picture.
7) Support for 2 of the following 3 technologies within the Channel:
    - HTML Mail
      Specify a page for email notification in the CDF

- "Desktop Components"
  Create at least 1 "Desktop Component" that will be updated at least 5 times per week
- Ratings
  Ratings are a mechanism to inform users of the appropriateness of web site content. Support for ratings is a simple process of going to the official ratings site (www.rsac.org) and registering the web site.

8) Deliver streaming Multimedia content in the ASF format (Netshow)
9) Microsoft's standard IEAK product must be able to administer all Channel behavior. The intent is to provide effective central administration such that MIS departments not disable Channel by default with the IEAK. *See note below regarding this requirement.*
10) Introductory Content must (and downloaded Content should) optimize for performant operation in standard system configurations
    - Use standard system services wherever possible (Channel installation, cache management, data transfer, web event logging, Channel selection, screen saver). Any duplication must be noted and approved in advance of submission of Introductory Content to Microsoft.
    - Do not instantiate any processes that increase the static working set (e.g. static memory requirements) or that run when Company's Channel is not visible on screen via the Browser or the Active Desktop screen saver.
    - *See note below regarding this requirement.*

Note regarding requirements 9 and 10 above
Content will automatically meet these provisions if it is webcast via standard IE4 system services and does not require installation of custom Active X controls and/or add-on client software. If Content does require separate software to be used or displayed, it must be verified to meet requirements 9 and 10.

Existing Web Site Requirements
On the Company Web Sites and each Midway Web Site linked to the Active Desktop:

1) Track browser market share based on appropriate user agent strings and report to Microsoft on a monthly basis
2) Create a CDF to categorize content for download and offline reading
3) Update CDF and support notification for new Content
4) Support four (4) of the following Microsoft technologies:
    - Inclusion of COM objects
    - Use of Scripting (VB Script or Jscript)
    - HTML 3.2
    - NetShow
    - HTML Mail
    - Ratings
    - Dynamic Styles
    - Positioning
    - Dynamic Content
    - Multimedia Effects – Filters, Transitions, Animations
    - Data Awareness

In the spirit of being a Platinum Internet Explorer site, Company will use all commercially reasonable efforts to promptly take advantage of new Internet Explorer extensions as they become available in beta and final updates for Internet Explorer, including subsequent versions of Internet Explorer, during the term of this agreement.

Definitions of Technologies (not defined above)

1 CDF: A Channel Definition Format file that describes the site. The CDF spec is included with the developer materials for IE 4.

2 COM Objects: Inclusion of COM Objects (ActiveX Controls, or Java Applets) - COM objects are self-contained pieces of code that bring unique interactivity to sites not possible with HTML-only pages. COM objects can be written in many languages, such as C/C++ or Java. Web Site must use at least one such control on at least one of its top 5 most visited pages.

3 Scripting: Use of Scripting (VB Script, or Jscript) - Scripts are pieces of code written inline within HTML to automate general purpose COM objects, or to make objects interact with one another, in a web page. Scripts can be written in many languages, such as VB Script or Jscript. Web Site must use at least some such scripting to automate one or more controls.

4 HTML 3.2: Utilization of at least 2 of the following 3 IE3 and HTML 3.2 standard capabilities:

- Style Sheets - A style sheet is a description of the layout of a document. Style sheets allow page authors to cleanly split structure and Content away from a page's form and appearance. Just as HTML is the language to describe structure and Content, so form and appearance will be described by a style sheet language such as Cascading Style Sheets - a W3C standard spec supported first by IE 3.0.
- Frame Sets - Frames allow you to divide a Web page into separate regions that can display Content independently. A side benefit of frames is that clicking a link can now launch a new window. Borderless frames give you all the power of frames pages with the added benefit of a seamless look. Borderless frames can be also separated with a custom color or background picture. Floating frames are a revolutionary new feature in IE 3.0. Anywhere you can put an image in IE 2.0 or Netscape, you can put an arbitrary box of HTML (with or without a scrollbar and a 3-D border) in IE 3.0
- Other Key HTML Extensions - IE 3.0 supports several HTML 3.0 table features, including selectable rules and borders, row and column grouping, and aligning text in adjacent cells by baseline. It also supports the ability to put background images in individual table cells. IE 3.0 also supports .BMP and animated .GIF formats. There are additional HTML extensions supported by IE 3.0 that can also be implemented.

EXHIBIT B

PROMOTION RELATED TO COMPANY SITES

1. In addition to the commitments described elsewhere in this Agreement, the Company will provide the following promotional consideration:

a. upon Microsoft's initial commercial release of IE, place a promotional button for the Company's IE Channel on every page of www.cnet.com, which promotional button has the functionality of an IE download button (which button may point to download.com or a successor site) for users that do not already have IE installed, and adds a Channel for users who have previously installed IE;

b. as described in a separate agreement which Company and Microsoft intend to finalize as soon as possible, and which is current referred to as the "IE4.0 Beta Users Program" (such agreement to be the definitive and sole description of the activities covered in this paragraph), Company will include a promotion within download.com; place banner advertisements on Company Web Sites; and place front door buttons on download.com, shareware.com and gamecenter.com;

c. during each week of the 1st quarter of 1998, run one 30 second TV spot (produced at Microsoft's expense and provided to Company by Microsoft) on the Company's television program -- TV.com,; provided that if Company does not air this show during the applicable period, it will provide Microsoft with equivalent television media value during the same period as the television media value represented by the foregoing specific commitments.

d. during the 4th quarter of 1997, produce (at the Company's expense) one 2-3 minute editorial piece on the Company's IE Channel as part of the TV.COM show; provided that if TV.COM is not on the air during the applicable period, Company will instead produce (at its own expense) an editorial piece of 2-3 minutes on each of the following shows: The Web, The New Edge, and CNET Central;

e. at Company's expense, create a "CNET Briefs" segment based on the editorial segment described in subsection (d) above and syndicate it nationally and internationally as part of the "CNET Briefs" program; and

f. participate in Microsoft's IE press release by providing a quote from a senior Company business executive to the effect that the Company is excited about IE's ability to deliver a compelling experience for users.

2. In addition to the commitments described elsewhere in this Agreement, Microsoft will provide the following promotional consideration:

a. Microsoft will promote the Company Channel as a "Platinum" Channel in Microsoft's "launch" marketing and promotions (including the launch event and online launch event), and

b. During the Term, Microsoft shall list the Company Channel in the US English language version of the Channel Guide Server. The Company Channel shall be promoted and listed in a manner comparable to other -Platinum or "Gold" Channels in the Channel Guide Server. ("Gold" Channels are Channels which Microsoft is contractually obligated

to include in the Channel Guide Server but which are not Pre-Configured Channels.) The Company Channel listing shall be included in the worldwide database of Channels maintained on the Channel Guide Server. Microsoft shall in its sole discretion determine the placement of Channels on the Channel Guide and the Channel Guide Server. The Internet Explorer Channel Guide will be a link from the default Internet Explorer 4.0 user interface.

EXHIBIT C

PROMOTION RELATED TO MIDWAY PROJECT

1. In addition to the commitments described elsewhere in this Agreement, the Company will support the Active Platform in the Midway Project in the following ways:

   a. exclusively distribute IE (and no Other Browser) as part of the offline component of the Midway Project for all versions of Midway distributed directly to consumers by the Company;

   b. make IE (and no Other Browser) the default browser for all other versions of the offline component of the Midway Project;

   c. on behalf of both Company and its Affiliates, not enter into any agreement with a company that produces Other Browsers, or any Affiliate thereof, under which such a company or an Affiliate thereof distributes versions of Midway to consumers;

   d. develop, at Company's expense, offline tutorials that feature IE exclusively in an explanation of how to use the Web. Include such tutorials in all versions of the offline component that are distributed directly by the Company and make such tutorials the default tutorials in all other versions of the offline component. Development of these tutorials is predicated on Microsoft giving Company timely access to IE product information and screen shots;

   e. use commercially reasonable efforts to optimize the Midway Web Site for IE and prominently feature ActiveX controls on the Midway Web Site;

   f. make Outlook Express the default email software for the Midway Project as soon as commercially practicable after IE 4.x is commercially released;

   g. make NetShow the default audio/video delivery software for the Midway Project as soon as commercially practicable after IE 4.x is commercially released;

   Following the Effective Date of this Agreement, Company may comply with its obligations under Sections 1 (a), (b), (d) and (e) above by using and promoting IE 3.x in accordance with the foregoing provisions until Microsoft commercially releases appropriate versions of IE 4.x and related technology.

2. In addition to the commitments described elsewhere in this Agreement, Microsoft will support the Midway Project in the following ways:

   a. provide information to IAPs and personal computer OEMs which refers to Midway as a compelling and effective way for such entities to create a Channel within IE 4.x in accordance with rights granted by Microsoft, and mention Midway in Microsoft Web sites and in marketing literature distributed by Microsoft to or through IAPs and personal computer OEMs;

   b. provide a quote from Paul Maritz, for use in a Company press release currently scheduled for September, 1997, that supports the Midway Project, focusing on Midway's support of Microsoft technology;

c. prominently feature Midway in IE marketing campaigns, as Microsoft does for other Platinum ICPs; and

d. Use good faith efforts to negotiate and enter into a signed amendment to an IEAK for IE 4.x with Company as promptly as is commercially practicable in order to authorize Company to exercise the following rights solely with respect to versions of IE that Company develops, distributes and sublicenses to End Users solely as part of the Midway Project (as such term is further defined below):

(i) Company may delete any and all Channel Icons (including Icons for Categories) from such versions of IE;

(ii) Company may add Channel Icons within such versions of IE, provided that (x) any such additional Channel Icons shall contain the "Snap" name or logo (or a successor thereto which is owned by Company); (y) such Channel Icons shall not include any trademarks or logos of Third Parties (i.e., in a co-branding arrangement with Company); and (z) each page or site within such additional Channels (including their Sub-Channels, if any) shall include the "Snap" name or logo (or a successor thereto which is owned by Company), although such pages and sites may be co-branded with Third Parties with the exception of entities which produce Other Browsers, or Affiliates of such entities; and

(iii) Company may sublicense Company's rights to develop, distribute and sublicense to End Users modified versions of IE which comply with the foregoing requirements, with the exception that Company may not grant such a sublicense to any IAP, and provided further that Company's sublicensees shall comply with the requirements in paragraphs (a) and (b) above with respect to use of the "Snap" or appropriate successor name or logo in all modified versions of IE and corresponding additional Channels which they develop or distribute pursuant to a Company sublicense.

The amendment contemplated by this provision will incorporate substantially the same terms as are shown in attachment 1 to this Exhibit C in order to amend Company's existing IEAK (further described in Section 5.2 of this Agreement). Alternatively, the parties may mutually agree to enter into a customized version of an additional or replacement IEAK which focuses specifically on IE 4.x. In either event, Company further agrees that the terms of its license rights with respect to IE 4.x and direct successors thereto shall be subject to the condition that Company may not separate the components of IE licensed thereunder for individual distribution. The term of Company's customized IEAK rights as described herein would be three (3) years, and its terms would apply to IE 4.x and to any direct successors thereto which Microsoft released during such term; provided, however, that Company's rights under such an amendment would terminate earlier in the event that Company ceased providing the support for IE described in Part I of this Exhibit C at any time during such three (3) year period. The parties agree that nothing in this Agreement or the proposed amendment shall or would be deemed to require that Microsoft retain any technical or other features or functions of IE 4.x in any successor releases thereto or otherwise technically enable Company to continue exercising the rights described above with respect to modifying IE.

As used herein, the "Midway Project" (also currently known as "Snap! Online") is a consumer online service (not yet been commercially released) that will consist of an offline multimedia tutorial and on online Web site, combining editorial selection of the "best of the Web," aggregation of commodity information, showcasing of leading Web publishers, sophisticated searching and directory functions, chat, email, and other

functions. CNET will distribute Snap! Online directly via its Web sites and TV promotions, and through reseller and distribution arrangements with third parties such as banks, airlines, consumer product companies, PC hardware manufacturers, auto manufacturers, retailers and others. CNET may also distribute Snap! Online via IAPs, subject to the limitations set forth in clause (iii) above with respect to versions of IE included in Snap! Online.

Attachment 1 to Exhibit C

Terms Concerning Customization Rights to IE 4.x

1. For version 4.0 of Internet Explorer, COMPANY may use the applicable IEAK to perform the any or all of the following additional customizations with respect to Channels:

(a) Add a single Company Channel Icon to the top level of the Internet Explorer Active Desktop Channel bar with a link to COMPANY or third party Channel available through Internet Explorer, provided that any trade names, trademarks, logos or brands displayed on the Channel Icon added by COMPANY shall be limited to COMPANY's mark or COMPANY's Internet Product marks.

(b) Add multiple "sub-Channels" underneath the Company Channel Icon on the Internet Explorer Active Desktop channel bar, where each such sub-Channel may be linked to Company or third-party Channels accessible through Internet Explorer, and where each such sub-Channel may use any branding selected by COMPANY.

(c) Configure the Company Channel and/or any sub-Channels added by COMPANY to be "subscribed" by default, such that Company Channel Content and schedule information downloads to the end user's computer system hard disk automatically when the end user connects to the Internet and selects the "update" option.

(d) Delete from the Internet Explorer Active Desktop Channel bar any pre-configured Channel Icons that are developed or distributed by companies which compete directly with COMPANY, where such deleted Channels are to include only: (i) pre-configured Channels from other Internet access providers, (ii) pre-configured Channels which are produced by, or exclusively distributed by, direct competitors of COMPANY. COMPANY may not delete a pre-configured Channel Icon that offers Content which is not directly competitive with Company or Company's Content but that may nonetheless compete for the end users' attention or interest with Content offered by COMPANY.

2. For any Channel added by COMPANY pursuant to Section 3 above, COMPANY agrees to use reasonable commercial efforts to develop and maintain said Channel such that it demonstrates the advanced features of Internet Explorer (including Dynamic HTML, etc.) and meets end user expectations of performance and frequency of update such that COMPANY's Channel compares favorably, in COMPANY's reasonable judgement, to Channels offered by other companies in COMPANY's line of business.

3. For version 4.0 of Internet Explorer, COMPANY may use the applicable IEAK and the IEAK Customization Wizard with the "ICP" key capabilities of the Wizard to perform the any or all of the following customizations:

A. ACTIVE SETUP CUSTOMIZATION

A.1 Chose from any of standard base installation and/or add-in components to create one or more fully customized installations (such as minimal, standard, and full installs), provided that all such customized installations with the exception of a "minimal installation" must include all components of the Licensed Software, and provided that if a "minimal" install is offered without Outlook Express, at least a "standard" install shall also be offered with Outlook Express.

A.2 Add up to ten "custom components" (provided by Company) into custom installation.

A.3 Customize title bar and bitmap that appear in Active Setup installation application.

A.4 Add or customize sites from which Active Setup files are downloaded.

B. INTERNET EXPLORER AND OUTLOOK EXPRESS CUSTOMIZATION

B.1 Customize Browser title bar (says "Microsoft Internet Explorer" by default) only to add "provided by Company" at the end of the title.

B.2 Customize tool bar background bit map (watermark) that is used when not in high color mode.

B.3 Replace **static** branding bitmap (default is IE logo).

B.4 Change default start page (default is home.microsoft.com).

B.5 Change help "online support" page (defaults to point to microsoft.com).

B.6 Add as many pre-configured "favorites" entries (default is none).

B.7 Change Favorites heirarchy (with exception of "special folders" like "Channels")

B.9 Rename and/or customize Links (Todays' Links, Best of the Web, Today's News, etc.)

B.9 Disable and/or customize first time boot welco ne page (after installation).

B.10 Add customized web pages to support web view functionality in standard system folders (such as My Computer, Control Panel) and/or import other folders which will have web view capabilities as well (up to 10 total).

B.11 Append custom ID to end of generic IE4 user agent string.

C. ISP KEY CUSTOMIZATION

The "ISP" key gives the following additional customization options

C.1 Import kit created by separately purchased Internet Connection Manager Administration Kit.

C.2 Change bitmap in Connection Manager dialog.

C.3 Pre-set the Proxy Server address.

C.4 Chose signup method (Internet Signup Server or Serverless Local) and customize required connection information.

C.5 For Outlook Express, set:
- Incoming and outgoing mail servers
- News server
- Add custom LDAP servers

C.6 Add custom ILS server for NetMeeting if applicable

EXHIBIT D

SET UP & INSTALLATION

The following materials should be provided to Microsoft prior to the final release of Internet Explorer 4.0. Exact dates will be provided to Company at least 10 days prior to the first deadline. These requirements are subject to change prior to the final release of Internet Explorer 4.0.

A) Images

Branded Logo

Size: 150 x 32 (wxh) pixels
Pallette: Windows half-tone pallette, 256-colors
Format: GIF
Important Notes:

- The Channel Bar will display the exact 150x32 logo that provided by the Company. Therefore, the publisher's brand name will appear only if it is included in the bitmap itself.
- Users can adjust the width of the Channel Pane beyond 150 pixels. When this happens, the Channel Bar fills in the background with the same color as the top left pixel in the bitmap.

Large Icon

Size: 32x32 pixels
Palette: Windows 16 color halftone palette, 16 color
Format: ICO format

B) URL for Introduction/Setup Page (see below)

The URL for the channel introduction Web page to be included in the channel package with the logos.

C) Channel Name

Company should include a "friendly" name that the Desktop Channel Bar will use in the icon views and the Windows name space. This name must match the name of the actual channel.

Deliverables Mounted on Publisher's Server

A) Channel Introduction / Setup Page

Description: Company must have one Web page mounted on a externally accessible server that introduces the Channel. This is the Channel Introduction/Setup Page to which users are taken to when they click on the publisher's icon in the default Channel Bar or subscribing from a Web page.

URL: As specified in the deliverables above.
Size: The page should be designed to look good at all standard PC screen resolutions: 640x480, 800x600, and 1024x768. The page should be optimized for a width of 640 pixels.
Content: The page must include:

- a description or preview of the channel's content once subscribed
- a Subscribe button which links to the channel's CDF so the user can begin the setup process (see SDK for details). Graphic for Subscribe Button is TBD.

This Introduction Page can refer to additional pages which more full describe the channel's offerings, ask for demographic information from the user, or offer personalization. Each supplemental page, however, must link back to the standard Introductory Page, from which users can subscribe to the channel

B) Channel Definition Format File

The CDF must be prepared as described in the SDK.

C) Channel Home Page

The Channel described by the CDF should have at least one page, the Channel's Home Page, mounted on an externally accessible server.

Operational Channel Site Mounted on Publisher's Server

The Microsoft Internet Explorer testing group will verify that it is possible to subscribe to the Channel, and that the Channel's Introduction Page and Channel Home Page are viewable in IE4.0. This means all content for all URLs referenced in the channel's CDF should be available on an externally accessible server. This includes:

(a) Pages to be displayed in Full Screen View
(b) Pages to be displayed in the Internet Explorer Screen Saver
(c) Pages to be displayed within Desktop Components on the Active Desktop.

At this time, content must conform to the standards established in Exhibit A

Pre-Cached Web Pages

Company agrees that the Pre-cached Web Site will adhere to the following criteria:

(a) All cached pages and links to other cached pages must use Short File Names (8.3)
(b) All Links must be functional (ie no broken links)
(c) No external HTTP links, but if there are external links to the pre-cached pages, they must be blocked out with a message saying "You can only access this site if you are actually connected to the Internet - this is a demo only..."
(d) No CGI Scripting
(e) No Server-side Scripting
(f) No Server-side Image Maps
(g) Should not exceed a resolution greater than 800x600

EXHIBIT E

ADDITIONAL CONSIDERATION

NONE.