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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 15, 1997 (the "Effective Date") by and between MICROSOFT CORPORATION, a Washington corporation located at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and CONDÉNET INC., a Delaware corporation located at 140 East 45th Street, New York, NY 10017 ("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 as its primary browser platform for designated Company Web sites, 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 Channel and Web site a demonstrably superior example 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 similar entity and has partners, members, or shareholders with equal ownership interests or equal

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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 Channel Client, and which may be further divided into sub-Channels.

1.10 "Company Web Sites" means (i) the Web sites found at the epicurious.com domain of the Web, including without limitation food.epicurious.com, travel.epicurious.com, and any other sites or pages which are branded "Epicurious"; and (ii) any sites or pages which may created by or for Company from time to time and which contain substantially similar Content to that of the epicurious.com domain sites as of the Effective Date.

1.11 "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 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.

1.12 "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.

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

1.14 "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.

1.15 "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.

1.16 "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.

1.17 "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."

1.18 "Licensed Materials" means Company-provided introductory Content, associated ActiveX controls, and any other software code required to use such Content 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.

1.19 "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.

1.20 "Other Browsers" means Third Party software and related technology for any Platform that (i) is designed to view, render, browse, hear or 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.

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

1.22 "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.

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

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

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

1.26 "Territory" means the United States.

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

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

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

2. COMPANY OBLIGATIONS

2.1 Adoption of Active Platform. Company shall adopt, market, and promote Active Platform, including as follows:

(a) For all Content and advertising (which Company may include, in its sole discretion, and retain all proceeds thereof) which is intended to be 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, by complying with the Active Platform Support set forth in Exhibit A.

(b) Company shall further provide Active Platform Support for Channel Content and Company Web Sites continuously during the Term, as further described in Exhibit A. Company shall not, however, be required to provide Active Platform Support to any advertising, promotions or sponsorship features contained solely within Company Web Sites and not available for viewing and/or playing in a Channel.

2.2 Content/Promotion. Company shall publicly endorse and promote Active Desktop and Active Platform as the client technologies of choice for Company Web Sites, by (i) publicly stating in a press release that the Company Web Sites are compatible with Active Desktop; and (ii) including a link to a Microsoft IE download site in each Company Web Site. Company shall also complete the obligations set forth in Exhibit B.

2.3 Exclusive Obligations Concerning IE. During the Term, Company will promote IE (and no Other Browser) as the browser software of choice for Company Web Sites continuously during the Term by complying with the following:

(a) If Company distributes any Channel Client for Win 32, Win 16, or Macintosh platforms via any form of physical media, OEM, or online distribution or transmission, Company shall distribute Internet Explorer and no Other Browser as an integral part of each such Channel Client. In addition, if (i) Company, any Company Affiliate, or any Licensee of Company or any Company Affiliate distributes any Channel Client for Win 32, Win 16, or Macintosh platforms via any form of physical media, OEM, or online distribution or transmission, and (ii) such Channel Client is primarily branded with the "Epicurious" brand or any successor name thereto under license or grant of rights from Company, such license shall provide that such Channel Client shall include Internet Explorer and no Other Browser. Company shall not remove or alter any of the default Categories or Channels without the prior written consent of Microsoft. Nothing contained in this Section 2.3(b) shall obligate Company or any Company Affiliate to distribute a Channel Client for any platform in any form of media.

(b) Company shall exclusively promote IE within all Company Web Sites and shall, subject to the terms set forth in Section 7.1, display an IE logo such as "Get Epicurious Channel Content with IE 4" or other equivalent as may be agreed to by the parties on the home page of Company Web Sites and any other pages where similar promotions are placed. The sole exceptions to the foregoing exclusivity obligation shall be that Company shall not be restricted from including in Company Web Sites (i) paid advertising (excluding promotions or sponsorships) from companies that produce Other Browsers, (ii) news and editorial Content concerning such Other Browsers, provided that it is produced independently from companies which produce Other Browsers, and their Affiliates; and (iii) 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. Notwithstanding the above, it is

expressly agreed that Company undertakes no obligations to Microsoft of any kind on or with respect to any Company operated web site which is not a Company Web Site.

2.4 Content and Logo Restrictions. Company agrees that neither it nor anyone on its behalf or with authority to bind it 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 for Company 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 which has been or is included in the Company Web Sites or any trademark or logo which includes the term "Epicurious" or any successor name thereto 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 from such agreement 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 Content which has been or is included in the Company Web Sites or any trademark or logo which includes the term "Epicurious" or any successor name thereto 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 (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. Further, for purposes of clarification, Microsoft acknowledges that Company's mere authorization for a Company Web Site to be included via a text-only link in an Other Browser shall not by itself be deemed to be a Content Promotion Agreement.

2.5 Licensed Materials. Company will deliver proposed final versions of the Licensed Materials to Microsoft in electronic and (for logos and the like) hard copy form, along with appropriate printed documentation to verify the accuracy and intended content of such materials (if delivered in electronic form) no later than ten (10) working days prior to Microsoft's initial commercial release of Active Desktop; provided that Microsoft has given Company at least 30 days prior notice of the date of such initial commercial release. 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 Channel. Company shall create and maintain the Company Channel(s) which will deliver free Content to End Users 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's sole remedy with respect to such noncompliance shall be to 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, 2.6, and 2.7 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 a Company Channel Icon in a Pre-Configured ICP position within all United States English versions of Active Desktop for Win32 distributed within the Territory, as follows:

(a) Within the Territory, Microsoft shall list Company's Channel Icon as a Category Channel in Standalone IE Configurations of Active Desktop directory for the following Category: Lifestyle and Travel.

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

(c) In addition, Microsoft shall not include more than twenty-four (24) Third Party Pre-Configured ICPs in English versions of Active Desktop during the Term, and Microsoft shall not include more than ten (10) third party Category Channels within each Category which is presented as a Channel 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 Pre-configured Channel in copies of Active Desktop which they distribute, and to place their Channel Icon in a top directory position within Active Desktop; and (ii) authorize Internet Access Providers (or "IAPs," *i.e.*, companies which market Internet access services to End Users) and licensees of Microsoft' Internet Explorer Administration Kit (or "IEAK") to distribute copies of Active Desktop from which such IAPs or IEAK licensees have deleted the Pre-configured Channels of some or all other Pre-Configured ICPs. 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 licensees to include the Company Channel Icon in applicable versions of Active Desktop which they distribute, but Microsoft will be entitled to forego such requirements provided that in no event shall Microsoft authorize an OEM 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.

3.2 Early Releases and Other Development Support. During the Term, Microsoft shall 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.

3.3 Set-up and Installation Requirements. Microsoft's obligations under this Section 3 are contingent on Company's meeting the setup and installation specifications that Microsoft requires for all third party Pre-Configured ICPs, as further described in Exhibit C.

3.4 Licenses. During the Term, Microsoft will license 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 in a comparable manner to Microsoft's promotion of other Third Party Pre-Configured ICPs whose Content is offered via the Lifestyle and Travel Category Channel on the Active Desktop.

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, and no such press release shall be issued to the public without the prior written approval of the other party.

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 except that Microsoft shall provide all End User support pertaining to IE.

5. RIGHTS AND LICENSES

5.1 Intellectual Property License to Microsoft. During the Term and solely for the purposes of this Agreement, Company hereby grants to Microsoft, with respect to the Licensed Materials, a nonexclusive, irrevocable during the Term, royalty-free, fully paid up, worldwide right and license to reproduce, license, rent, lease or otherwise distribute, and have reproduced, licensed, rented, leased or otherwise distributed, to and by third parties such Licensed Materials in the Territory, provided that Microsoft may exercise such rights in the Licensed Materials solely as part of or for use exclusively in CD-ROM and other fixed media versions of Active Desktop or Internet Explorer. Company grants the foregoing license rights to Microsoft under all Company Intellectual Property in the Licensed Materials.

5.2 Internet Explorer. Microsoft hereby grants to Company, under all Microsoft Intellectual Property, a nonexclusive, royalty-free, fully paid up, worldwide right and license during the Term (i) to reproduce and distribute Internet Explorer, either on a stand-alone basis or in conjunction with Company Content, products or services, under Microsoft's standard terms and conditions (as listed on http://www.microsoft.com/ie/ieak or successors thereto, provided that such terms and conditions, including any successors thereto, are commercially reasonable); and (ii) to sublicense to Company OEMs, distributors and resellers the rights to reproduce and distribute Internet Explorer in conjunction with Company Content, products or services.

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 Caching. Microsoft acknowledges that the Active Desktop technology does not require that Microsoft "cache" Company Content, although the foregoing acknowledgment shall not be deemed to curtail any of Microsoft's rights to the Licensed Materials as set forth in Section 5.1.

5.5 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

[This section intentionally left blank.]

7. TRADEMARKS

7.1 Microsoft Trademarks. Company is hereby granted a non-exclusive license (under Microsoft's standard terms as listed http://www.microsoft.com/ie/logo or successors thereto, and provided that such terms and conditions, including any successors thereto, are commercially reasonable), to use Microsoft trademarks in connection with Company performing its obligations and exercising its rights hereunder. Any fair use, or similar use that is compliant with applicable 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.

7.2 Company Trademarks. Microsoft is hereby granted a non-exclusive license to use those Company trademarks in accordance with the terms listed on Exhibit D 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 trademark guidelines set forth in Exhibit D. Nothing herein shall require Microsoft to use any Company trademark in any manner, except as expressly provided in Section 3 and Exhibit D.

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 (i.e., not in written or other documentary form, including tape or disk), which may be incidentally retained by the memory of 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 required filing or disclosure, 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 nonpublic 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 that any such trademarks, logos, trade names, and firm names infringe the trademark rights of such third parties; 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) contain any messages, data, images or programs (except as may be provided by End Users to a forum or equivalent) 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.

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 perform according to the terms of this Agreement, and grant the license rights set forth herein;

(b) It has the full right to grant Company 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 that any of such trademarks infringe the trademark rights of such third parties; and

(c) 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, defend any claim or action brought against Microsoft, and Microsoft's Affiliates, directors, officers, employees, OEMs, Licensees, agents representatives 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 patent rights, or (ii) any breach or alleged 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 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, the Parties agree not to publicize the settlement without first obtaining the other parties 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 representatives and independent contractors, to the extent it is based upon a claim (i) that Active Desktop or Internet Explorer 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 patent rights, or (ii) any breach or alleged 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 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, the parties agree not to publicize the settlement without first obtaining the other party'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). Should Company, after receiving specific written notice identifying the nature of the problem and after having a ten (10) business day cure period, (i) fail to adequately perform under Section 2.6 or (ii) 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 Microsoft removes the applicable Company Channel(s) for a period equal to greater than thirty (30) days, this Agreement shall be terminated, and each party's rights and obligations hereunder shall continue only to the extent provided in Section 12.7. If, after ten (10) 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, in which event Microsoft shall be deemed to have terminated this Agreement and each party's rights and obligations hereunder shall continue only to the extent provided in Section 12.7. The remedies described above in this Section 12.2(a) shall be the sole and exclusive remedy of Microsoft with respect to any failure of Company to adequately perform under Section 2.6, but Microsoft shall not be deemed to be limited to such remedy with respect to breach by Company of any warranty, term or covenant in Section 9.1(c).

(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.

(c) In the event that Microsoft fails to deliver to its OEMs or manufacturing operations a post-beta commercial release version of IE by December 31, 1997, then Company shall have the right to terminate this Agreement without penalty, upon providing written notice to Microsoft, and provided that the foregoing remedy shall be the sole and exclusive remedy of Company with respect to such a failure by Microsoft.

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 Survival. Company's rights to distribute Internet Explorer under the IEAK terms and conditions, as described in Section 5.2, shall not be affected by termination of this Agreement. Sections 4.3, 5.4, 8, 9, 10, 11, 12.3, 12.4, 13 and 14 shall survive any termination or expiration of this Agreement. Sections 5.1 and 7.2 shall survive any termination or expiration of this Agreement and remain in effect for a period of three (3) years from the effective date of such termination or expiration, provided, however, that Microsoft will use commercially reasonable efforts to remove Company Licensed Materials, Company Channel and trademarks from versions of IE distributed after termination or expiration of this Agreement consistent with the ordinary course of Microsoft's product update and release activities.

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 OR 11.

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, in the United States of America mails, postage prepaid, certified or registered, return receipt

requested or by facsimile accompanied by first class prepaid, and addressed as indicated below or to such other address as a party may designate pursuant to this notice provision:

To Company:	To Microsoft:
Conde Net 140 E. 45th St New York, NY 10017 Attn: Goli Sheikholeslami	Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Director of Business Development, Internet Division
Phone: (212) 880-4501	Phone: (425) 882-8080
Fax: (212) 880-4497	Fax: (425) 936-7329
Copy to: Sabin, Bermant, & Gould LLP 350 Madison Avenue New York, NY 10017 Attn: J. Birenz	Copy to: Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Law & Corporate Affairs
Fax: (212) 692-4406	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. Neither party shall have the right to act on behalf or to contractually bind the other party in any manner whatsoever.

14.3 Governing Law. This Agreement shall be governed by the laws applicable to contract 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 reasonable 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 except that Company shall have the right to assign this Agreement and its rights and obligations hereunder to its Affiliates (if any) that assume responsibility for the business to which the Agreement relates. Any assignment in violation of the above shall be null and void. 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 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 constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a writing 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	CONDÉ NET INC. ("Company")
Brad Chase	Michael Allin
By (Sign)	By (Sign)
Brad Chase	Michael A Clinton
Name (Print)	Name (Print)
Vice President	Exec VP
Title	Title
7/15/97	7/15/97
Date	Date

EXHIBIT A

ACTIVE PLATFORM SUPPORT REQUIREMENTS

The goal of these requirements is to make the Company Channels and Company Web Site(s) demonstrably superior examples of Active Platform technology. Company will use commercially reasonable efforts to follow the guidelines below after receiving the appropriate technology from Microsoft. Specific design and content issues are at the discretion of Company.

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 (approximately 300 to 500K for updates after an End User has subscribed to the Channel)
   - Go beyond that limit only after notifying user (Company should not set their default subscription download size above 300-500K of data without warning the user)
   - Offer the ability to select relevant content
5) Content must be updated at least 5 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 a minimum any 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"
   - 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) If streaming Multimedia content is delivered in the Channel it will support 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) Licensed Materials 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 Company Web Site Requirements

On the existing Company Web Site:

1) On the home page of the Company Web Sites and at least 5 other highly trafficked pages Company will display logo as "Get Epicurious Channel Content with IE 4" or other equivalent as may be mutually agreed by the parties
2) Utilize commercially reasonable efforts to track Microsoft browser market share based on appropriate user agent strings and report to Microsoft on a monthly basis
3) Create a CDF to categorize content for download and offline reading, unless the Channel CDF accounts for all content that Company determines is relevant for download.
4) Update CDF and support notification for new Content (if separate from Channel CDF)
5) Over the Term, Company will use commercially reasonable efforts to support four (4) of the following 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, at its sole option and discretion, will use 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; UNIQUE CONTENT

I. ADDITIONAL COMPANY PROMOTIONAL ACTIVITIES:

a. During the Term, Company shall promote the Company Channel to its users via prominent placement of graphics and/or promotional text on the Company Web Site, located at http://food.epicurious.com and http://travel.epicurious.com. Such promotion shall be placed, at a minimum, on each Company Web Site's home page and text-only home page, and shall also be placed on additional pages throughout each site as Company deems appropriate.

b. During the Term, Company Web Sites shall direct prospective users of the Company Channel to a Microsoft-approved download site for Internet Explorer 4.0. For as long as the Company Channel is viewable only with Internet Explorer 4.0, Company shall explain to prospective users of the Company Channel that Internet Explorer is the exclusive browser for viewing the Company Channel. If Company Channel becomes viewable by other browsers, Company shall feature Internet Explorer as the preferred browser for the Company Channel.

II. ADDITIONAL MICROSOFT PROMOTIONAL ACTIVITIES:

a. Microsoft will promote the Company Channel as a "Platinum" (Pre-Configured ICP) 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 superior to all non-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

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, provided that in the event Company does not agree to comply with any changed requirements, Microsoft shall not be obligated to include any Company Channel Icon in any version of Active Desktop.

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 80x32 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 80 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 Company'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 (part of the Licensed Materials)

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

Should not exceed a resolution greater than 800x600

EXHIBIT D

COMPANY TRADEMARKS AND GUIDELINES

Microsoft's rights to use the trademarks listed below ("Company Trademarks") in the Territory pursuant to this Agreement, other than as a Channel Icon, are subject to the following conditions:

Company Trademarks means: "Epicurious®," "CondéNet™," "Epicurious® Food™," and "Epicurious® Travel™."

1. Microsoft shall include a trademark acknowledgment in any packaging, advertising, promotional and product documentation containing a Company trademark as follows:

   "[Company Trademark] is a trademark of CondeNet Inc. Used by permission."

   Or other reasonable trademark notice as Company shall timely supply to Microsoft.

2. All other uses of the Company Trademarks will be subject to Company's written consent.

3. Microsoft agrees to i) follow Company's instructions with respect to the use of the ™ and ® designations; and ii) comply with all laws pertaining to trademarks in force.

4. In the event Company reasonably objects to any use by Microsoft or its distributors to use the Company Trademarks on or in connection with any screen display, packaging, advertising, or marketing material, Microsoft shall use commercially reasonable efforts to cease such use and cause its distributors to cease such use as promptly as practicable.