Active Desktop Marketing, Distribution & Promotion Agreement

This Active Desktop Marketing, Distribution & Promotion Agreement (the "Agreement") is entered into and effective as of August 15, 1997 (the "Effective Date") by and between Microsoft Corporation, a Washington corporation located at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and NBC Multimedia, Inc., a Delaware corporation located at 30 Rockefeller Plaza, New York, NY 10112 ("NBC").

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").

NBC 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 NBC 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 webcast content business on Microsoft platform technology. NBC is willing to market, promote and distribute Microsoft's Internet Explorer and related Microsoft Internet technology as its preferred browser platform for designated NBC Web sites as described in Section 2 and on Exhibit B, and Microsoft is willing to include NBC as a premium provider of content which the Active Desktop is pre-configured to access, and to provide broad distribution of NBC's logos/icons that link to NBC's webcast content.

The parties hereby agree as follows:

Agreement

1 Definitions

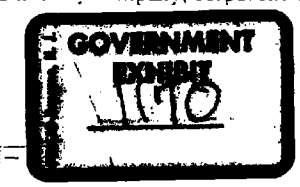
1.1 "Active Desktop" means the Channel Client feature of Microsoft's Internet Explorer which provides, among other things, facilities to support, all via the Web, "scheduled pull," "push" or "broadcasts" of Channel Content, and Content Rotation.

1.2 "Active Platform Support" means a party's use of Active Platform technology so as to make such party's Web site a demonstrably superior example of Active Platform technology. Exhibit A describes the level of support required in order to meet this standard as of the Effective Date.

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.

1.5 "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



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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.

1.6 "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.

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

1.8 "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.

1.9 "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.

1.10 "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.

1.11 "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 prior to the time of disclosure; (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 the receiving party reasonably believes 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 by NBC 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.

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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 NBC-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._Subject to the foregoing sentence, NBC shall have sole discretion in determining the type and content of the Licensed Material provided hereunder.

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 "NBC Web Site" means (i) all parts of the NBC Web site which has the url address of www.nbc.com, other than that portion thereof which contains sports material, or (ii) a successor or replacement Web site of www.nbc.com during the Term, if any, which replacement Web site is branded with the trademark "NBC" and provides the material (other than sports material) similar to that currently provided at www.nbc.com. The parties agree that the term "NBC Web Site" shall not include any of the web sites operated by or associated with NBC Sports, Access Hollywood, NBC-IN, MSNBC Interactive, MSNBC Desktop or any other NBC Web site which is not specifically described in the previous sentence.

1.21 "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 hereof.

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

1.23 "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.

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

1.25 "Standalone IE Configurations" means (i) standalone retail (e.g., the "Internet Explorer Starter Kit" or Microsoft's forthcoming "Internet Plus" product) and Web distributions of Internet Explorer and (ii) 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, MSNBC or other similar Affiliate of Microsoft; distributions as part of Windows CE or as part of packaged products from Microsoft's Interactive Media Group.

1.26 "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) December 31, 1998, unless earlier terminated in accordance with Section 12.

1.27 "Territory" means the United States.

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

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

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

2. **NBC Obligations**

2.1 Adoption of Active Platform. NBC shall adopt, market, and promote Active Platform, in the Territory as follows:

(a) For all Content and advertising delivered by NBC via the Active Desktop targeted for audiences in the Territory, NBC 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, including by complying with the Active Platform Support set forth in Exhibit A.

(b) NBC shall further provide Active Platform Support (as described in Exhibit A) for the NBC Channel(s) as described in Section 2.6 and the NBC Web Site continuously during the Term in the Territory, including without limitation by using commercially reasonable efforts to comply with updated standards for such support as they are provided by MS to NBC during the Term. NBC shall not, however, be required to provide Active Platform Support for any Content, advertising, promotions or sponsorship features contained solely within the NBC Web Site and not available for viewing and/or playing in the NBC Channel(s).

2.2 Unique Content/Promotion. NBC shall publicly endorse and promote, Active Desktop and Active Platform as the client technologies of choice for the NBC Web Site in the Territory by (i) publicly stating in a press release that NBC's Web site is designed to work with Active Desktop; (ii) including a link to a Microsoft IE download site in the NBC Web Site; and (iii) completing the obligations set forth in Exhibit B in the Territory.

2.3 Exclusive Obligations Concerning IE. During the Term, NBC will promote IE (and no Other Browser) as the browser software of choice for the NBC Web Site as described in Exhibit B during the Term in the Territory by complying with the following:

(a) Subject to the license terms referenced in Section 5.2, NBC shall distribute Internet Explorer and no Other Browser as an integral part of any NBC Channel Client for Win 32, Win 16 or Macintosh platforms, which NBC Channel Client is distributed by NBC via any form of physical media, OEM, or online distribution or transmission in the Territory. NBC shall not remove or alter any of the default Categories or Channels therein without the prior written consent of Microsoft, provided that in no event shall NBC be required to distribute any version of IE or the Active Desktop which contains Categories or Channels which contain any branding of, or material supplied by, any other broadcast television or cable programming network or any direct competitor of the NBC Web Site.

(b) NBC shall exclusively promote IE, as opposed to Other Browsers, within the NBC Web Site for audiences in the Territory and shall, subject to the terms set forth in Section 7.1, display an IE logo such as "Best viewed by IE" on the home page of NBC.com and on section heading pages within the NBC Web Site if the subject matter of such section is featured in the NBC Channel (e.g., if the Tonight Show is featured on NBC Daily, then the IE logo would be placed on the first page of the Tonight Show section of the NBC Web Site) and any other pages where similar promotions are placed. The sole exceptions to the foregoing exclusivity obligation shall be that NBC shall not be restricted in the NBC Web Site from including (i) paid advertising (including promotions or sponsorships) from companies that produce Other Browsers, but excluding promotions or sponsorships that associate the NBC name and corporate branding directly with the branding of Other Browsers, (ii) news and editorial Content concerning such 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.

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2.4 Content and Logo Restrictions. Except as permitted above, NBC agrees that it has not entered into or announced or shall not 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 Content during the Term. A "Pass-Through Agreement" is an agreement by NBC (or any entity in privity of contract with NBC) 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 NBC Content or logos during the Term.

Nothing in this paragraph shall restrict NBC from (a) entering into 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, (b) entering into agreements to license or use software or technology from companies which produce Other Browsers, including agreements which include material and valuable consideration and the distribution and transmission of Content, or (c) creating a Channel, or other distribution method, that is branded with the NBC name and that is compatible with Other Browsers or Channel Clients, provided that the only form of promotional mention or other promotional arrangements that Company may enter into with companies developing or distributing Other Browsers or Channel Clients with respect to such "NBC" branded channel, is to grant the right to include a text only reference to such Channel, or other distribution method, when listing all third-party channel providers or partners.

2.5 Licensed Materials. NBC will deliver the final 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,. Final version of the Licensed Materials shall be provided to Microsoft reasonably in advance of the commercial release of IE, at a date provided to NBC 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. Microsoft shall not alter such Licensed Materials without NBC's prior consent.

2.6 Creation and Maintenance of NBC Channel. NBC shall create and maintain the NBC Channel(s) which will deliver free Content which is substantively implemented and updated pursuant to the terms and at the frequency set forth in Exhibit A. NBC acknowledges that its performance under this Section 2.6 is critical to Microsoft. If Company breaches its obligations under this Section 2.6, Microsoft may enforce the remedies set forth in Section 12.2.

2.7 Licenses. NBC 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 a NBC Channel Icon in a Pre-Configured ICP position within North American English versions of Active Desktop for Win32 distributed within the Territory, as follows:

(a) Within the Territory, Microsoft shall list NBC's Channel Icon as a Category Channel in Standalone IE

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Configurations of Active Desktop directory for the following Category: Entertainment.

(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) 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 eight (8) 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 in its sole discretion determine the order of placement on the Active Desktop of the Channel Icons for Channels, Categories and Category Channels.

(e) NBC 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. NBC 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 NBC 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 NBC 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 NBC 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 NBC'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 NBC as set forth in Section 5.

3.5 Microsoft Promotion of NBC Content. In order to assist NBC'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 NBC Content in conjunction with Active Desktop within the Territory.

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.

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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 party's in their promotions of one another. Each party shall obtain the other parties consent to 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. NBC hereby grants to Microsoft, under all NBC Intellectual Property, a nonexclusive, 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, the Licensed Materials as provided by NBC and included in Active Desktop or Internet Explorer pursuant to the terms hereof for the Term of this Agreement, provided, however, that the license described above shall only apply for use outside of the Territory to the extent that Microsoft must distribute versions of Active Desktop and/or Internet Explorer which were created for use in the Territory outside of such Territory due to the unavailability of versions thereof which are customized for use in the relevant country or region involved.

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

5.3 Patent Issues. If NBC (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 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, "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) NBC, 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 D in the manner further set forth therein.

7. **Trademarks**

7.1 Microsoft Trademarks. NBC 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 NBC performing its obligations under Section 2 and furthering promotion of the NBC

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Channel. Any fair use, or similar use that is compliant with applicable local law, by NBC 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 NBC's or any other parties' products or services. Microsoft shall promptly notify NBC of any finding of infringement or invalidity of any Microsoft trademarks in any jurisdiction.

7.2 NBC Trademarks. Microsoft is hereby granted a non-exclusive license to use those NBC trademarks described in the attached Exhibit E in Active Desktop and IE and any advertising, marketing, technical or other promotional materials directly related thereto which are distributed, transmitted or promoted by Microsoft or its distributors for the purpose of furthering promotion of Active Desktop and the Licensed Materials under this Agreement. Such use shall be strictly in accordance with NBC's then current version of the NBC trademark guidelines attached as Exhibit E as may be reasonably updated by NBC from time to time. If such trademark guidelines are amended or any NBC 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 NBC trademarks for a period of ninety (90) days from the date on which Microsoft is notified of such changes. NBC shall promptly notify Microsoft of any finding of infringement or invalidity of any NBC trademarks in any jurisdiction. Nothing herein shall require Microsoft to use any NBC trademark in any manner, except as expressly provided in Section 3.

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, trademarks 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 non-public and sensitive provisions of this Agreement, including without limitation dollar amounts and other numerical information.

8.4 Other Agreements. The parties acknowledge that the obligations contained in this Section 8 and elsewhere in this Agreement regarding Confidential Information shall only apply to information and material disclosed or exchanged by the parties in connection with the activities herein. The Non-disclosure Agreement dated as of March 26, 1996 between the parties, when signed, and Attachment I to the Memorandum of Understanding

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dated October 16, 1995 between the parties, as amended, shall govern the parties' treatment of all information and material disclosed or exchanged in connection with the MSNBC joint venture.

9. **Warranties**

9.1 NBC. NBC 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, the Licensed Materials and NBC Content do not infringe any copyright, trademark, patent, trade secret, or other proprietary right held by any Third Party.

(c) To the best of NBC's knowledge, the Licensed Materials and NBC Content available to End Users during the Term do not: (i) contain defamatory or libelous material or material which violates any person's right of privacy or publicity; or (ii) contain any content which is, by law, obscene, profane or pornographic.

The representations and covenants contained in this Section 9.1 are continuous in nature and shall be deemed to have been given by NBC 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, patent, trade secret, or other proprietary right held by any Third Party.

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, AND NBC TRADEMARKS LICENSED UNDER THIS AGREEMENT, AND NBC 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, NBC 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 NBC PURSUANT TO THIS AGREEMENT, AND THE MICROSOFT CONFIDENTIAL INFORMATION ARE PROVIDED TO NBC "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

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11.1 Indemnity by NBC.

(a) NBC 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 NBC Content delivered via Active Desktop infringes or violates any patent, copyright, trademark, trade secret, right of publicity, or other intellectual property, proprietary or contractual right of a third party, or (ii) that, if true, would constitute a breach of a NBC warranty under Section 9.1 (collectively, "NBC Claims"), and NBC 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 NBC Claims. Microsoft shall: (i) provide NBC reasonably prompt notice in writing of any such NBC Claims and permit NBC, through counsel chosen by NBC and reasonably acceptable to Microsoft, to answer and defend such NBC Claims; and (ii) provide NBC information, assistance and authority, at NBC's expense, to help NBC to defend such NBC Claims. NBC will not be responsible for any settlement made by Microsoft without NBC's written permission, which permission will not be unreasonably withheld or delayed.

(b) Unless NBC obtains for Microsoft a complete release of all NBC Claims thereunder, NBC may not settle any NBC 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 NBC agree to settle a NBC Claim, NBC 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 NBC's request, defend any claim or action brought against NBC, and NBC'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 infringes or violates any patent, copyright, trademark, trade secret, right of publicity, or other intellectual property, proprietary or contractual right of a third party, 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 NBC harmless from and against any costs, damages and fees reasonably incurred by NBC, including but not limited to fees of attorneys and other professionals, that are attributable to such Microsoft Claims. NBC 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 NBC, 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 NBC without Microsoft's written permission, which permission will not be unreasonably withheld or delayed.

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

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(a) Removal of NBC Channel(s). In addition to any other remedies under this Agreement, including termination under Section 12.2(b), should NBC be in breach of any warranty, term or covenant of Section 9.1(c), Microsoft may remove the applicable NBC Channel(s) from the Active Desktop so long as such failure or breach continues. If, after ten (10) business days notice by Microsoft to NBC of breach of Section 9.1(c) such failure continues or such breach is not cured, Microsoft may remove the applicable NBC 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.

(c) If NBC chooses in its sole discretion to discontinue or surrender ownership of the NBC Channel at any time, NBC shall provide Microsoft with thirty (30) days prior written notice of such fact, and this Agreement shall be deemed terminated upon the date on which such discontinuance or surrender becomes effective.

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.

12.5 Survival. In the event of termination or expiration of this Agreement for any reason, Microsoft's license rights under Section 5.1 shall survive termination only as follows: (i) Microsoft and Microsoft's licensees that wish to continue distribution of the current version (as of the date of termination) of Active Desktop or IE which contains Licensed Materials and which is contained in existing and contractually committed for inventories of IE, may continue to do so for up to thirty six (36) months following termination, provided that Microsoft agrees to use commercially reasonable efforts to deplete such inventory as quickly as reasonably possible; and (ii) Microsoft's next major version of IE shall not include the Licensed Materials. NBC'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, 5.3, 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:

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To NBC:	To Microsoft:
NBC Multimedia, Inc. 30 Rockefeller Plaza New York, NY 10112 Attention: Andrew Shotland	Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Director of Business Development, Internet Division
Phone: (212) 664-5642 Email: Andrew.Shotland@NBC.com Fax: (212) 245-4622	Phone: (425) 882-8080 Fax: (425) 936-7329
Copy to: National Broadcasting Company, Inc. 30 Rockefeller Plaza New York, NY 10112 Attention: Legal Department	Copy to: Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Law & Corporate Affairs
Fax: (212) 977-7165	Fax: (206) 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, and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed in that State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any court of competent jurisdiction sitting in King County, Washington or the City of New York, New York.

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 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 either party and it shall not be effective until signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the matter of Active Desktop marketing, distribution and promotion as provided herein and merges all prior and contemporaneous communications regarding the topics covered by this Agreement. It shall not

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be modified except by a written agreement subsequent to the date of this Agreement and signed on behalf of NBC 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	NBC MULTIMEDIA, INC.
By (Sign)	By (Sign)
William Poole	Edmond Sanctis
Name (Print)	Name (Print)
Sr. Director Biz Dev	Vice President
Title	Title
8/15/97	8/15/97
Date	Date

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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 use commercially reasonable efforts to 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

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
   - Offer personalization 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 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"

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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.com) and registering the web site.

8) Deliver streaming Multimedia content in the ASF format

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 do not disable Channel by default with the IEAK. *See note below regarding this requirement.*

10) Introductory Content must (and downloaded Content should) optimize for performance 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 Active Desktop. *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 home page of the NBC Web Site and section heading pages within the Designated NBC Web Site for sections which contain subject matter on the NBC Daily Channel (as described in 2.3 (b)) and other most visited NBC Web Site pages:

1) Logo as "Best viewed with IE 4" or other equivalent as may be agreed by the parties
2) Track 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
4) Update CDF and support notification for new Content
5) 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, NBC will use all 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.

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Definitions of Microsoft 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.

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EXHIBIT B

PROMOTION; UNIQUE CONTENT

NBC OBLIGATIONS:

NBC Daily Promotion

1. Internet Explorer will be noted as the preferred browser on key pages throughout the NBC.com site, such as the NBC Daily homepage and appropriate pages on each of the NBC.com content areas (e.g., The Tonight Show with Jay Leno section), for duration of agreement.

2. Promotions of the NBC Daily channel featuring the Internet Explorer logo will be rotated through the promotional space on the NBC.com and NBC Entertainment homepages.

3. NBC Daily promotions encouraging users to download IE 4.0 will be placed in weekly e-mail newsletters distributed to registrants of NBC.com. We will work with Microsoft to craft messages, encouraging users to download IE.

4. Users will have the opportunity to download IE 4.0 as part of NBC.com's user-registration program, to encourage users to receive the NBC Daily channel.

5. Special contest opportunities will be available through NBC Daily, letting users win NBC merchandise. NBC Daily contests and availability of IE 4.0 will be promoted on NBC.com.

6. NBC will use commercially reasonable efforts to include promotions for the NBC Daily channel in appropriate on-air spots promoting NBC interactive content.

7. Commercially reasonable efforts will be used to film screen grabs with the IE browser used for any of the :10, :20, and :30s on-air spots promoting our online shows, provided that use of such screen grabs is not in conflict with NBC contractual agreements with third parties. NBC's intent is that the vast majority of the aforementioned on-air spots will include the IE browser. In the event such intent is not met, NBC agrees to negotiate in good faith with Microsoft to supply alternative promotions of comparable value.

NBC Daily Content

For the NBC Daily Channel, NBC's delivered content, within NBC's rights, will focus on both key NBC entertainment such as *Friends* and *Seinfeld*, and original online material developed for such popular shows as *The Tonight Show* and *Conan O'Brien*. NBC Digital Productions will develop a custom version of NBC.com that will uniquely take advantage of the ActiveDesktop technology and deliver to users content elements best served in a push environment. A brief summary of the creative execution which may be modified or updated by NBC from time to time, includes:

NBC Late Night section:

- Jay's joke - Every day, the user receives a great new joke from Jay Leno's monologue
- Conan's joke - Every day, the user receives a great new joke from Conan O'Brien's monologue
- *Late Night* and *Tonight*'s guests - Users can find out which guests and musical acts will be appearing that evening with Jay and Conan.
- Last Night on *Tonight* - A brief summary of the previous night's *Tonight Show* highlights with text and pictures.
- Links to *Tonight Show* web site

Hollywood section:

- Celebrity Round-Up—Everyday there will be a new celebrity feature (350 words). It's basically an edited version of a one on one interview with one of Hollywood's hottest stars. An image will also run with the

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feature.

- This Day In Hollywood--This is Hollywood trivia which includes television, film, Broadway, music and birthdays. There will only be 3 pieces of trivia a day.

- Hollywood Headlines--In newspaper format, two headlines a day with an image will appear with a sentence or two explaining the headline.

MUST SEE TV section:
The interactive gateway to your favorite stars and shows on NBC.

- Pic of the day
  Each day, another fun photo of the people you love to watch.

- Daytime Sneak Previews
  Can't wait until show time? Take a peak at who's doing what to who at your favorite NBC soaps.

- Web Links
  Chats, games, feature stories... Must See TV is just a click away.

MICROSOFT OBLIGATIONS

- Microsoft will promote NBC as a Channel in Microsoft launch marketing and promotions (including the launch event and online launch event).

- During the term, Microsoft shall list the Company Channel in the North American English language version of the Channel Guide Server. The Company Channel shall be promoted in a manner superior to all non-partner Channels in the Channel Guide server. The Company Channel listing shall be included in the Worldwide database of Channels maintained on the Channel Guide Server. The Internet Explorer Channel Guide shall be a link from the default Internet Explorer 4.0 user interface.

- Microsoft will offer NBC the opportunity to participate in relevant, as deemed by Microsoft in its reasonable judgment, content-related promotions with Internet Explorer 4.0 in which the Microsoft Internet Explorer Marketing group plans to promote two or more content providers.

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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.

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, Company'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 Company'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.

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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 (i.e., 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 Map
(g) Should not exceed a resolution greater than 800x600

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EXHIBIT D

CONSIDERATION

No additional consideration.

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EXHIBIT E

USAGE GUIDELINES FOR NBC TRADEMARKS IN CONNECTION WITH INTERNET EXPLORER/ACTIVE DESKTOP

Relevant NBC Trademarks - "NBC" and the Peacock logo

Authorized Third Party - Microsoft Corporation

NBC has established the following set of guidelines (the "Guidelines") to assist you in the proper use of the NBC trademarks and logos shown above (collectively the "Trademarks") in connection with the Internet Explorer/Active Desktop Product (the "Product"). The power of the Trademarks lies in their consistent and appropriate use. Any usage outside of these guidelines dilutes the effectiveness of the Trademarks and NBC's rights in the Trademarks.

NBC reserves the right to change the Trademarks and/or these Guidelines at any time at its discretion. You must comply with the Guidelines as amended from time-to-time.

USING THE NBC TRADEMARKS

Use the Trademarks only to indicate that the Product includes material supplied by NBC.

The Trademarks are for use by NBC and an authorized third party only.

NBC Use: The NBC Trademarks may be used by NBC in any manner for any purpose for which NBC sees fit.

Authorized Third Party Use: The NBC Trademarks may only be used by third parties authorized to distribute the Product under a separate agreement with NBC. Authorized third parties may use the Trademarks only in the Product, on the Product packaging and in related advertising for the Products.

NBC will provide you with electronic artwork of the Trademarks. You may not alter this artwork in any way. Do not remove the trademark symbols or any other elements from the Trademarks.

LEGAL INFORMATION

The Trademarks are owned by NBC. All uses of the Trademarks must include the following notice:

> "NBC and the Peacock logo are registered trademarks or trademarks of National Broadcasting Company, Inc."

NBC owns the Trademarks and all uses of the Trademarks will inure to the benefit of NBC. Authorized Third Parties shall employ best efforts to use the Trademarks in a manner that does not derogate from NBC's rights in the Trademarks and will take no action that will interfere with or diminish NBC's rights in the Trademarks.

An Authorized Third Parties should not adopt, use, or register any corporate name, trade name, trademark, service mark or certification mark, trade dress, or other designation similar to, or

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containing in whole or in part, the Trademarks or any other marks of NBC. Third parties may not register any domain name that contains in whole or in part any marks of NBC.

An Authorized Third Parties may not use the Trademarks in a manner that would imply that their company, products, or services are sponsored or endorsed by, or affiliated with NBC.

An Authorized Third Parties may not display the Trademarks on packaging, in documentation, collateral, or advertising materials in a manner that suggests their product is an NBC product, or in a manner that suggests "NBC" is a part of their product or service name.

An Authorized Third Parties may not use the Trademarks to disparage NBC, its parent, subsidiaries, affiliates, products, or services, or for promotional goods or for products which, in NBC's reasonable judgment, may diminish or otherwise damage NBC's goodwill in the Trademarks, including but not limited to uses that could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.

An Authorized Third Parties may not imitate NBC's Trademarks in any of their materials, including advertising, product packaging, and promotional materials.

The Trademarks cannot appear larger and/or more prominent than an Authorized Third Parties' own trade name, service name, product name, or trademark on any materials.

NBC reserves the right to object to unfair uses or misuses of its Trademarks or other violations of applicable law.

REQUIREMENTS

You will only use the Trademarks in the form set forth in the attached guidelines and specifications entitled "The NBC Logo: America's Leading Network Television Brand" which are hereby incorporated by reference (the "Specifications").

You may not combine the Trademarks with any other object, including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features, or symbols.

The Trademarks may not be used as a design feature on your packaging or any other materials.

The color version can be reproduced only as described in the Specifications.

QUALITY CONTROL

NBC reserves the right to review your use of the Trademarks and to conduct spot checks on all product packaging, marketing, and other materials, and may periodically send out requests for samples. NBC may also conduct spot checks in retail outlets and other product sources to monitor your compliance with these Guidelines. Refusal to submit samples, noncompliance with these guidelines, or failure to correct any deficiencies in your use of the Trademarks and/or in the quality of the product used in conjunction with the Trademarks upon reasonable notice from NBC could result in revocation of your license to use the Trademarks.

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QUESTIONS?

Please contact the NBC Law Department at smalld@stnylaw.nbc.com if you have any questions regarding the Trademarks.

© 1997 National Broadcasting Company, Inc. All rights reserved.
NBC and the Peacock logo are registered trademarks of
National Broadcasting Company Inc.

Other product and company names mentioned herein
are the trademarks of their respective owners.

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