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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 25, 1997 (the "Effective Date") by and between MICROSOFT CORPORATION, a Washington corporation located at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and MTV NETWORKS, a division of Viacom International, on behalf of MTV: Music Television, a Delaware corporation located at 1515 Broadway, New York, NY 10036 ("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:

GOVERNMENT EXHIBIT 1809

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 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 control interests, by contract or otherwise, then each such partner, member, or shareholder will be

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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 the following Web sites: (i) MTV.com; (ii) Web sites wholly owned and controlled by MTV Networks on behalf of MTV: Music Television (provided that Company Web Sites shall not include a Web site or MTV Content provided exclusively to a Third Party, such as the MTV Online area on AOL); and (iii) successor or replacement Web sites of foregoing during the Term which are branded with "MTV."

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.

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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 Company 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. The parties agree that the Platforms are Win32, Windows 3.xx, Macintosh, and UNIX. Any change to the Platforms during the Term will be mutually agreed to by the parties.

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 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 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 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.

1.26 "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.

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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 as set forth below:

(a) For all Company Content and advertising delivered via the Active Desktop, Company shall, at its own expense and continuously during the Term, use commercially reasonable efforts to 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 use commercially reasonable efforts to provide Active Platform Support (Exhibit A) for Channels and Company Web Sites continuously during the Term, including without limitation by complying with updated standards for such support as they are provided by Microsoft to Company during the Term. Company shall not, however, be required to provide Active Platform Support to any advertising, promotions or sponsorship features contained solely within Company Web Sites and not available for viewing and/or playing in a Channel.

2.2 Unique Content/Promotion. Company shall publicly endorse and promote, Active Desktop and Active Platform as the client technologies of choice for Company Web sites by (i) being included in a Microsoft press release that Company's Web sites are designed to work 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 and Content continuously during the Term by complying with the following:

(a) Subject to the license terms referenced in Section 5.2, Company and its Affiliates shall distribute Internet Explorer and no Other Browser as an integral part of any Client for Win 32, Win 16 or Macintosh platforms, which Client is distributed by Company or a Licensee via any form of physical media, OEM, or online distribution or transmission. Company shall not remove or alter any of the default Categories or Channels without the prior written consent of Microsoft.

(b) Company shall exclusively promote IE and/or the Company Channel within all Company Web Sites 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 Company Web Sites. The sole exceptions to the foregoing exclusivity obligation shall be that Company shall not be restricted in Company Web Sites from having (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.

2.4 Content and Logo Restrictions. Company agrees that it 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 such company's Affiliate) which produces Other

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Browsers which agreement is to exchange money or other material and valuable consideration (including, but not limited to, the promotion, marketing or distribution of Other Browsers) in return or consideration for distribution, transmission, marketing or promotion in the Territory of Company Content during the Term. A "Pass-Through Agreement" is an agreement by 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 Company Content or logos during the Term.

Nothing in this paragraph shall restrict Company 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, (c) entering into agreements whereby Company creates Content exclusively for any Third Party other than a company (or such company's Affiliate) which produces Other Browsers or (d) entering into agreements with a company (or such company's Affiliate) which produces Other Browsers solely in connection with platform(s) not supported by Internet Explorer as set forth in Section 1.21.

2.5 Licensed Materials. Company will deliver the initial versions of the Licensed Materials to Microsoft in electronic and (for logos and the like) hard copy form, along with appropriate documentation to verify the accuracy of such materials. Final version of the Licensed Materials shall be provided to Microsoft reasonably in advance of the commercial release of IE, at a date to be determined based on the Internet Explorer product schedule. Microsoft shall be entitled to review and approve for inclusion in Active Desktop such Licensed Materials, provided that such approval shall not be unreasonably withheld or delayed.

2.6 Creation and Maintenance of Company Channel. Company shall create and maintain the Company 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. Company acknowledges that its performance under this Section 2.6 is critical to Microsoft. If Company fails to perform under this Section 2.6, Microsoft may enforce the remedies set forth in Section 12.2.

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

2.8 Equal Treatment. 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 in the Territory. Microsoft has not, as part of its agreement with other Third Party Pre-Configured ICPs in the Territory, purchased or other exchanged consideration for advertisements.

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 North American 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: Entertainment.

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(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 will 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 in its sole discretion 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 agrees 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 herein and in Exhibit B to promote the Company Content in conjunction with Active Desktop within the Territory. Microsoft acknowledges that its performance under this Section 3.5 is critical to Company.

3.6 Advertising. Microsoft agrees that it will not sell or distribute any advertising which is visible or audible to End Users while they are viewing Company's Channel Content with Active Desktop (i.e., within "Channel mode"). For purposes of clarification, Company agrees that Microsoft may enable

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End Users to see or play advertisements in the following ways without violating this Section 3.6: (a) End Users may view or play more than one Channel, including associated advertising, by running more than one copy of Active Desktop simultaneously; (b) End Users may use third party products or services which enable them to view or play advertising simultaneously with Company's Channel Content when they are in Channel mode within Active Desktop, and (c) End Users may see or play banners and other forms of advertising and promotions for other ICPs and their Content when the End Users are viewing or playing Company's Channel Content within a "preview" screen in the Active Desktop Channel guide.

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.

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

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

5. RIGHTS AND LICENSES

5.1 Intellectual Property License to Microsoft. Company hereby grants to Microsoft, under all Company Intellectual Property, a nonexclusive, irrevocable (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 , the Licensed Materials solely as part of Active Desktop and/or Internet Explorer.

5.2 Internet Explorer. During the Term, Microsoft hereby grants to Company, 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 Company 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 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.

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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. Company is hereby granted a non-exclusive license (under Microsoft's standard terms as listed on http://www.microsoft.com/ie/iedist.htm or successors thereto), to use Microsoft trademarks in connection with Company performing its obligations under Section 2.

7.2 Company Trademarks. During the Term and pursuant to the terms and conditions provided herein, Microsoft is hereby granted a non-exclusive, irrevocable (during the Term) license to use those Company trademarks specified in Exhibit E 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 sole purpose of furthering promotion of Active Desktop and Company Content under this Agreement. Such use shall be in accordance with Company's then current trademark guidelines to be provided and reasonably updated by Company from time to time. If the trademark guidelines are amended or any Company trademarks are modified or added, Microsoft and its distributors shall have the right to deplete or have depleted in the ordinary course of their businesses existing and contractually committed for inventories of products and materials which may not be in compliance with the amended guidelines or modified/added Company trademarks. Microsoft agrees not to register any Company trademarks. All Company trademarks are the property of Company, and all use thereof inures to the benefit of Company. Company shall promptly notify Microsoft of any finding of infringement or invalidity of any Company trademarks in any jurisdiction. Nothing herein shall require Microsoft to use any Company trademark in any manner, except as expressly provided in Section 3.

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 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; provided, however, that "residuals" shall not include Company or Microsoft Confidential

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Information regarding program concepts or potential business relationships. 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 non-public and sensitive provisions of this Agreement, including without limitation dollar amounts and other numerical information.

9. WARRANTIES

9.1 Company. Company warrants and covenants that:

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

(b) It has the full and exclusive right to grant Microsoft the licenses granted herein to use the trademarks, logos trade names, and firm names licensed under this Agreement; and

(c) The Licensed Materials, and any Company Content delivered via the Active Desktop 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 violates a third party's right of privacy; (ii) permit to appear or be uploaded any messages, data, images or programs which are, by law, obscene, profane or pornographic; or (iii) permit to appear or be uploaded any messages, data, images or programs that would knowingly violate the property rights of others, including copyright, trade secrets or other proprietary rights.

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

9.2 Microsoft. Microsoft warrants and covenants that:

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

(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; and

(c) Microsoft will ensure that Active Desktop and Internet Explorer, to the best of its knowledge, do not (i) contain defamatory or libelous material or material which violates a third party's right of privacy; (ii) permit to appear or be uploaded any messages, data, images or programs which are, by law, obscene, profane or pornographic; or (iii) permit to appear or be uploaded any messages, data, images or programs that would knowingly violate the property rights of others, including copyright, trade secrets or other proprietary rights.

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

10. DISCLAIMER OF FURTHER WARRANTIES

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

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

11. INDEMNITY

11.1 Indemnity by Company.

(a) Company shall, at its expense and Microsoft's request, defend any claim or action brought against Microsoft, and Microsoft's Affiliates, directors, officers, employees, OEMs, Licensees, agents and independent contractors, to the extent it is based upon a claim (i) that the Licensed Materials or any Company Content delivered via the 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 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 outside attorneys, that are attributable to such Company Claims. Microsoft shall: (i) provide Company reasonably prompt notice in writing of any such Company Claims and permit Company, through counsel chosen by Company, to answer and defend such Company Claims; and (ii) provide Company information, assistance and authority, at Company's expense, to help Company to defend such Company Claims. Company will not be responsible for any settlement made by Microsoft without Company's written permission, which permission will not be unreasonably withheld or delayed.

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

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(c) Company's obligation under this Section 11.1 shall be Microsoft's exclusive remedy for breach of the warranties in Sections 9.1(b) and (c).

11.2 Indemnity by Microsoft.

(a) Microsoft shall, at its expense and Company's request, defend any claim or action brought against Company, and Company's Affiliates, directors, officers, employees, agents and independent contractors, to the extent it is based upon a claim (i) that Active Desktop, Active Platform or Internet Explorer (to the extent arising under this Agreement) 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 Company harmless from and against any costs, damages and fees reasonably incurred by Company, including but not limited to fees of outside attorneys, that are attributable to such Microsoft Claims. Company shall: (i) provide Microsoft reasonably prompt notice in writing of any such Microsoft Claims and permit Microsoft, through counsel chosen by Microsoft , to answer and defend such Microsoft Claims; and (ii) provide Microsoft information, assistance and authority, at Microsoft's expense, to help Microsoft to defend such Microsoft Claims. Microsoft will not be responsible for any settlement made by Company without Microsoft's written permission, which permission will not be unreasonably withheld or delayed.

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

(c) Microsoft's obligation under this Section 11.2 shall be Company's exclusive remedy for breach of the warranties in Sections 9.2(b) and (c).

12. TERMINATION

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

12.2 Termination/Suspension of Performance.

(a) Removal of Company Channel(s). In addition to any other remedies under this Agreement, including termination under Section 12.2(b), should (i) Company fail to perform under Section 2.6 or (ii) Company be in breach of any warranty, term or covenant of Section 9.1(c), Microsoft may remove the applicable Company Channel(s) from the Active Desktop so long as such failure or breach continues. 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.

(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

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has failed to cure that breach within thirty (30) days after written notice thereof; or (ii) the other party is in material breach of Section 8.

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

12.4 Survival. In the event of termination or expiration of this Agreement for any reason, Microsoft's license rights under Section 5 shall survive termination. Company's rights to distribute Internet Explorer under the IEAK terms and conditions, as described in Section 5.2, shall not be affected by termination of this Agreement. Sections 5.1 and 7.2 (to the extent that Company trademarks are incorporated in Active Desktop and/or Internet Explorer) shall survive any termination or expiration of this Agreement for a period of three (3) years. Sections 4.3, 5.1, 5.3, 5.4, 7.2, 8, 9, 10, 11, 13 and 14 shall survive any termination or expiration of this Agreement.

13. LIMITATION OF LIABILITIES

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER RELATED OR SIMILAR DAMAGES (BUT NOT INCLUDING DIRECT DAMAGES) WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE FOR A BREACH OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL HAVE NO APPLICATION TO SECTIONS 8 AND 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, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as indicated below or to such other address as a party may designate pursuant to this notice provision:

To Company:	To Microsoft:
MTV Networks 1515 Broadway New York, NY 10036 Attention: General Counsel	Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Director of Business Development, Internet Division
Phone: (212) 258-8000	Phone: (425) 882-8080
Fax: (212) 258-1801	Fax: (425) 936-7329
Copy to:	Copy to: Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Law & Corporate Affairs
Fax:	Fax: (425) 936-7409

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

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

14.3 Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

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, such approval not to be unreasonably withheld. 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 written agreement subsequent to the date of this Agreement and signed on behalf of Company and Microsoft by their respective duly authorized representatives.

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

MICROSOFT CORPORATION	**MTV NETWORKS ("Company")**
By (Sign)	By (Sign)
Name (Print)	Name (Print)
Title	Title
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 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 (approximately 300 to 500K for updates after an End User has subscribed to the Channel)
    - 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, the Company 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 Company Channel:
    - HTML Mail
      Specify a page for email notification in the CDF

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

8) 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, without Microsoft's prior approval, which shall not be unreasonably withheld, 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.

Differentiated Content Area Requirements (if separate from channel)
Creation of "Differentiated Content": Partners shall define easily described and highly visible components of their web site that will exhibit substantially superior features or usability when used with Internet Explorer, making the site a premier example of the added-value differentiation enabled by Microsoft Internet Technology. Some differentiated content may be available only to IE users, some may simply be "best when used with IE", with acceptable degradation when used with other browsers.

1) Create a CDF to categorize content for download and offline reading
2) Update CDF and support notification for new Content
3) Support for six (6) of the following Microsoft technologies (as defined below):
   - Inclusion of COM objects
   - Use of Scripting (VB Script or Jscript)
   - HTML 3.2
   - NetShow
   - HTML Mail
   - Dynamic Content
   - 2D Positioning
   - Multimedia Effects – Filters, Transitions, Animations
   - Data Awareness
   - Dynamic HTML Object Model

Existing Web Site Requirements
On the home page of the Deisgnated Company Web Site and at least 15 other most visited Designated Company Web Site pages:

1) Logo as "Best viewed with IE 4" or other equivalent as may be agreed by the parties

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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, Company 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.

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

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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

I. ADDITIONAL COMPANY PROMOTIONAL ACTIVITIES:

a. MTV.COM will include links in key parts of the site (those that will become 'subscribe-able') that conceptually say 'Click here to get your MTV daily dose delivered to your desktop using Microsoft Internet Explorer 4.0.' That will link them to another page that has the IE4 download button and instructions on how to subscribe to MTV.COM once they have IE4.

b. MTV will include on-air and online mentions of the Company Channel in certain promotions where appropriate.

II. ADDITIONAL MICROSOFT PROMOTIONAL ACTIVITIES:

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

b. During the Term, Microsoft shall list the Company Channel in the US English language version of the Channel Guide Server. The Company Channel shall be promoted and listed in a manner 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 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.

C. During the Term, Microsoft shall link to "unfURLed – MTV/Yahoo's Guide to Music on the Web" in the Find it Fast search page of home.microsoft.com when End Users select the Music search. MTV shall receive 50% of the "hits" to the Music search. The other 50% of the hits will go the Music Central and no other site shall be linked to from the Music search. Microsoft will change the link from unfURLed to MTV only after MTV has search functionality available that MTV and Microsoft mutually approve for the purpose of use in Find it Fast, such approval not to be unreasonably withheld.

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EXHIBIT C

SET UP & INSTALLATION

The following Licensed Materials should be provided to Microsoft prior to the final release of Internet Explorer 4.0. Exact dates will be provided to Company based on the final delivery schedule. These requirements are subject to change prior to the final release of Internet Explorer 4.0.

A) Images

Branded Logo

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

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

Large Icon

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

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

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

C) Channel Name

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

Deliverables Mounted on Publisher's Server

A) Channel Introduction / Setup Page

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

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

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

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

B) Channel Definition Format File

The CDF must be prepared as described in the SDK.

C) Channel Home Page

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

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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 (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 (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 Maps
(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

COMPANY TRADEMARKS

To be provided.

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EXHIBIT E
MTV Trademark Guidelines

Pursuant to the Agreement, MTV has granted to Microsoft the right to use the MTV Online mark attached to this Exhibit E (the "Mark") solely in connection with providing links to the site from the Internet Explorer site and advertising the promotions permitted under this Agreement. Microsoft will not use the Mark in any other manner other than as authorized herein.

1. All proprietary rights, title, interest and control of the Mark, including any goodwill or other value generated in connection with the use of the Mark, in the Territory, shall at all times rest with MTV, but MTV does not thereby acquire any interest in Microsoft's business or revenues derived from that business. At no time shall Microsoft attempt to register the Mark or other materials identical or substantially similar to MTV's Mark. Microsoft shall comply with all reasonable requirements of MTV for legal, creative or artistic reasons in connection with the use of the Mark in order to enable MTV to protect and ensure consistency in the use of such Mark. Microsoft shall at all times use its reasonable endeavors to monitor any other unauthorized uses or misuses ("infringements") of the Mark, and shall promptly notify MTV of any such infringements it discovers. Microsoft agrees to use reasonable efforts and cooperate with MTV, upon MTV's request and at MTV's expense, in terminating infringing or unauthorized or wrongful uses of the Mark and undertakes to furnish any documentary evidence or evidentiary materials which MTV may reasonably require for the purpose of terminating such uses. In addition, Microsoft undertakes to use its reasonable efforts to assist and cooperate with MTV, at MTV's expense, in the prosecution of any lawsuits, legal actions or other proceedings which, in the opinion of MTV, are necessary or advisable to protect the Mark. The expense of such proceedings shall be borne by MTV. The right to protect such mark, as well as the right to determine in all respects the manner of protection, shall at all times rest exclusively with MTV.

   As between MTV and Microsoft, all proprietary rights, title and interest, including, but not limited to, copyright, in the Mark shall rest exclusively with MTV.

2. Microsoft acknowledges that MTV is the owner of the Mark and of all ideas, concepts, trademark and copyrights in copyrightable subject matter comprised in the Mark. It is understood and agreed that Microsoft shall not acquire and shall not claim any title to the Mark by virtue of the license granted to Microsoft or through Microsoft's use of the Mark, the parties agreeing that all use of the Mark by Microsoft shall inure for the benefit of the MTV. Microsoft will reasonably undertake to execute any instruments, acknowledgments, assignments or similar documents MTV reasonably deems necessary or advisable to confirm or effectuate MTV's ownership of said subject matter. Microsoft further acknowledges the validity of the Mark and of MTV's other trademarks, and agrees not to institute or participate in any proceedings which challenge the validity of such Mark and/or other trademark, or of MTV's ownership thereof.

3. Microsoft will not use the Mark to disparage MTV, its products or services, or promotional goods or for products which, in MTV's reasonable judgment, may diminish or otherwise damage MTV's goodwill in the Mark, including but not limited to uses which could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities. Microsoft will not mutate the Mark in any of Microsoft materials, including advertising, product packaging, and promotional materials. Microsoft will use only MTV's authorized electronic artwork of the Mark as a link to the Site or for permitted advertising and marking under this Agreement. The Mark must always be an active link to http://www.mtv.com.

4. Microsoft shall obtain written consent for any advertising and promotions using MTV's Mark. MTV shall use all reasonable efforts to provide approval/comments on any submitted advertising and promotions within three (3) business days or in less time as the circumstances reasonably warrant.

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