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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 17, 1997 (the "Effective Date") by and between MICROSOFT CORPORATION, a Washington corporation located at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and ESPN/STARWAVE PARTNERS (D/B/A) ESPN INTERNET VENTURES, a New York general partnership, located at 605 Third Ave., New York, NY 10158 ("EIV").

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").

EIV operates and produces online services whereby it owns or licenses select content which can be made available to users of Active Desktop, along with associated advertising, if any.

Microsoft and EIV 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. EIV 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 ESPN Web sites, and Microsoft is willing to include EIV as a provider of content which the Active Desktop is pre-configured to access, and to provide broad distribution of ESPN's logos/icons that link to ESPN Web sites' webcast content.

The parties hereby agree as follows:

AGREEMENT

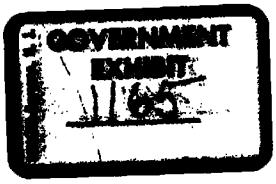
1. DEFINITIONS

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. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of voting shares, by contract, or otherwise. Where such entity is a partnership, limited liability company, corporation, or similar entity and has partners, members, or shareholders with equal ownership interests or equal



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

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

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

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

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

1.9 "Channel" means an aggregation of one or more Categories and advertising (if any) that is displayed or played, or available to be selected by an End User for display and/or play, by means of a Channel Client, and which may be further divided into sub-Channels.

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

1.11 "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.

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

1.13 "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.

1.14 "ESPN Web Site" means (i) the ESPN SportsZone Web site, espn.com Web site and (ii) successor or replacement Web sites of ESPN SportsZone during the Term or Web sites which are branded with "ESPN." Notwithstanding the foregoing, "ESPN Web Site" shall not include Web sites operated by EIV on behalf of professional sports leagues, such as www.nba.com.

1.15 "First-Tier ICP" "means an ICP whose Channel Icon is given pre-configured "first tier" status on Active Desktop at the same level as Categories.

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

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

1.18 "Internet Explorer" or "IE" means Microsoft's English language versions Web browsers and related Internet client technology for all Platforms currently as marketed by Microsoft under the name "Internet Explorerv.4.x," including successor versions thereto which are commercially released during the Term (or replacement Internet client technology which may be marketed under a different name than "Internet Explorer")

1.19 "Licensed Materials" means EIV-provided introductory EIV 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.

1.20 "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.

1.21 "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.

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 as a First Tier ICP, 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) 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.

1.26 "Term" means the term of this Agreement, which shall be the period commencing upon the Effective Date and ending on December 31, 1998, unless earlier terminated or renewed 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.

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

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

2. EIV OBLIGATIONS

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

(a) For all ESPN Web Site Content and advertising delivered via the Active Desktop, EIV 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, using commercially reasonable efforts to comply with the Active Platform Support set forth in Exhibit A.

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

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

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

(a) Subject to the license terms referenced in Section 5.2, EIV shall, if it distributes or has distributed any browser software in conjunction with the ESPN Web Site, distribute or have distributed Internet Explorer and no Other Browser as an integral part of any Channel Client for Win 32, Win 16 or Macintosh platforms, which Channel Client is distributed by EIV or a Licensee, via any form of physical media, OEM, or online distribution or transmission. EIV shall not remove or alter any of the default Categories or Channels without the prior written consent of Microsoft.

(b) EIV shall exclusively promote IE, and no Other Browser, within the ESPN Web Site and shall, subject to the terms set forth in Section 7.1, display an IE logo such as "Best viewed by IE" and/or a logo promoting the ESPN Web Site Channel on the home page of the ESPN Web Site and any other pages identified in Exhibit A, Section II. The sole exceptions to the foregoing exclusivity obligation shall be that EIV shall not be restricted in the ESPN Web Site with respect to (i) paid advertising (excluding promotions or sponsorships which are co-branded with companies that produce Other Browsers) 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 (iii) general support features (such as help or FAQ files) for Other Browsers, provided that such features are linked to Other Browser download sites by text-only based links.

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(c) The restrictions contained in Section 2.3(a) shall not apply to EIV with respect to distribution of the ESPN Web Site, ESPN Channel Icon and/or any ESPN Content by America Online, WebTV or any Internet access provider or content aggregator ("IAP") who may be using or producing but not selling (as a standalone product to End Users) Other Browsers; provided that such IAP is not owned by (to the extent of at least a 10% ownership interest) or does not own (to the extent of at least a 10% ownership interest) a company which licenses or produces Other Browsers. EIV shall use commercially reasonable efforts (not to be interpreted to include the payment of any fees) to encourage any IAP, at the time of negotiation with EIV of the terms for promotion of any IAP product, to promote IE in connection with such IAP product in lieu of any Other Browser. With respect to restrictions regarding Other Browsers, the parties agree that version 3.0 and preceding versions of America Online's client software shall not be deemed to be Other Browsers.

2.4 Content and Logo Restrictions. EIV agrees that it shall not enter into or announce any "Content Promotion Agreements" or "Pass Through Agreements" involving the ESPN Web Site. A "Content Promotion Agreement" is an agreement with a company (or such company's 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 ESPN Web Site Content during the Term. The provision of a text-only link to ESPN Web Site Content by an Other Browser shall not be deemed to be material and valuable consideration. A "Pass-Through Agreement" is an agreement by EIV with any third party in which: (i) the economic and other benefits from such agreement are passed through materially unchanged to a company (or such company's 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 ESPN Web Site Content or logos during the Term.

Nothing in this paragraph shall restrict EIV 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, or (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 and perform under an agreement with Apple (Apple") or International Business Machines Corporation ("IBM") with respect to distribution of any ESPN Web Site in conjunction with Apple or IBM hardware, even if such agreement qualifies as a Content Promotion Agreement; or (d) entering into and performing under agreement to create a Channel that is branded with the ESPN name and that is compatible with Other Browsers or Channel Clients developed as part of or for Other Browsers (e.g., Netscape Communications Corporations ("Netscape") "Netcaster" technology) provided that the only forms of promotional mentions or other promotional arrangements that EIV may enter into with companies developing or distributing Other Browsers or Channel Clients with respect to such "ESPN" branded channel, including, without limitation, as part of an agreement authorized herein, are to grant the right to, (i) include a text only reference to such channel when listing all third-party channel providers or partners, and (ii) distribute screen shots of a standard configuration showing Other Browsers and associated Channel Clients which include the text-only reference to such Channel (but no other ESPN content) along with other ICP's Channels in the normal course of advertisement and promotion for Other Browsers and Channel Clients.

2.5 Licensed Materials. EIV 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

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inclusion in Active Desktop such Licensed Materials, provided that such approval shall not be unreasonably withheld or delayed.

2.6 Creation and Maintenance of EIV Channel. EIV shall use commercially reasonable efforts to create and maintain the ESPN Web Site 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. EIV acknowledges that its performance under this Section 2.6 is critical to Microsoft. If EIV fails to meet the requirements under this Section 2.6, Microsoft may enforce the remedies set forth in Section 12.2 (a).

2.7 Licenses. EIV 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 ESPN Channel Icon in a Pre-Configured ICP position within U.S. English versions of Active Desktop for Win32 distributed within the Territory, as follows:

(a) Within the Territory, Microsoft shall list ESPN's Channel Icon as a Category Channel in Standalone IE Configurations of Active Desktop directory for the following Category: Sports. During the Term, Microsoft shall not include any sports-only Channel Icon as a First Tier ICP. Within the "Sports" category, the ESPN Channel Icon will be positioned at least as favorably as all other Channel Icons.

(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 four (4) Category Channels within the Sports Category which is presented as a Channel within such versions of Active Desktop during the Term.

(d) Microsoft shall use an independent and verifiable third party to randomly (using a random number function) determine the order of placement of the Category Channels in the "Sports" Category.

(e) EIV 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. EIV 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 ESPN 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 ESPN Channel Icon but not any Microsoft or Microsoft Affiliate Channel Icons from applicable versions of Active Desktop. Where despite such efforts, it is determined that computer systems comprising twenty five percent (25%) or greater of the US Consumer PC market (as defined by IDC's Quarterly PC Tracker Survey) fail to include the ESPN Channel Icon in the consumer versions (retail OEM and downloaded versions of Active Desktop that are specifically targeted to the consumer market in the Territory) on the OEM licenses of Active Desktop, EIV may, as its sole and exclusive remedy, terminate this Agreement as provided in Section 12.2(c).

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

(h) Microsoft will exercise commercially reasonable efforts to encourage its IAP and IEAK licensees to include the ESPN Web Site Channel Icon in applicable versions of Active Desktop which such licensees distribute. Where, despite such efforts, it is determined by an "End User Survey", as defined below, that forty nine percent (49%) or greater of the Surveyed Users, defined below, (i) do not have access to the ESPN Web Site Channel Icon within the Sports Category as described in Section 3.1(a) and (ii) do not recall moving or deleting such icon, then EIV may, as its sole and exclusive remedy, terminate this Agreement as provided in Section 12.2(c). The End User Survey may be conducted at EIV's expense every three (3) months, starting three (3) months following Microsoft's first commercial release of Internet Explorer 4.0 as follows:

(i) PC Meter or a mutually agreeable vendor shall be used to conduct the survey.
(ii) Qualifications for "Surveyed Users" being eligible for the survey are (A) that they use the Internet at least once per week, (B) they currently use Internet Explorer, (C) they use the computer about which they are answering the End User Survey, and (D) they have installed or modified Active Desktop within the six (6) months prior to the survey.
(iii) At least 500 eligible Surveyed Users shall be selected at random from the US population of PC and (following Microsoft's commercial release of a Macintosh version of Internet Explorer including Active Desktop features) Macintosh users.
(iv) Microsoft shall have the right to review the End User Survey questionnaire and methodology prior to implementation of the End User Survey, and EIV shall incorporate Microsoft's reasonable changes.
(v) Microsoft shall be provided with full results of each End User Survey within ten (10) business days of it being provided to EIV.
(vi) The primary purpose of each End User Survey shall be to determine compliance with this Section 3.1(h), provided that such questions shall be the first section on the End User Survey.

3.2 Early Releases and Other Development Support. During the Term, Microsoft shall provide EIV and Starwave 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 EIV's meeting the setup and installation specifications that Microsoft requires for all third party Pre-Configured ICPs, in which specifications are attached as Exhibit C.

3.4 Licenses. During the Term, Microsoft will license Internet Explorer to EIV as set forth in Section 5.

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3.5 Microsoft Promotion of EIV Content. In order to assist EIV's efforts in developing its webcast Content business on Microsoft Active Platform technology, Microsoft agrees during the Term and as set forth in Exhibit B to promote the EIV 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.

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. EIV hereby grants to Microsoft, under all Intellectual Property, a nonexclusive, irrevocable, 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 or in conjunction with Active Desktop.

5.2 Internet Explorer. During the Term, Microsoft hereby grants to EIV, 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 EIV 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 EIV OEMs, distributors and resellers the rights to reproduce and distribute Internet Explorer in conjunction with EIV Content, products or services.

5.3 Patent Issues. If EIV (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 EIV Patents which occurs during the Term on account of the manufacture, use, sale or distribution of technology contained in Internet Explorer, Microsoft may, as its sole and exclusive remedy under this agreement, terminate this Agreement immediately upon written notice to EIV. As used herein, "EIV 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) EIV, 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.

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6. THIS SECTION INTENTIONALLY LEFT BLANK

7. TRADEMARKS

7.1 Microsoft Trademarks. EIV 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 EIV performing its obligations under Section 2. Any fair use, or similar use that is compliant with applicable local law, by EIV 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 EIV's or any other parties' products or services.

7.2 EIV Trademarks. Microsoft is hereby granted a non-exclusive license to use the trademarks "ESPN" and "ESPN SportsZone," and any EIV trademarks relating to the Licensed Materials and other ESPN Web Site Content (collectively "EIV Trademarks") in Active Desktop and any advertising, marketing, technical or other materials related thereto which are distributed, transmitted or promoted by Microsoft or its distributors for the purpose of furthering promotion of Active Desktop and EIV Content under this Agreement. Such use shall be in accordance with EIV's then current trademark guidelines to be provided and reasonably updated by EIV from time to time. If the trademark guidelines are amended or any EIV 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 EIV trademarks. Microsoft agrees not to register any EIV Trademarks without EIV's express prior written consent. EIV shall promptly notify Microsoft of any finding of infringement or invalidity of any EIV Trademarks in any jurisdiction. Nothing herein shall require Microsoft to use any EIV 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. 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.

8.2 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 EIV. EIV 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 that it is aware of no claims by any third parties adverse to any of such trademarks, logos trade names, and firm names; and

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

The representations and covenants contained in this Section 9.1 are continuous in nature and shall be deemed to have been given by EIV 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, ANY OTHER MATERIALS THAT MAY BE PROVIDED HEREUNDER, EIV TRADEMARKS, AND EIV 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, EIV 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, MICROSOFT TRADEMARKS LICENSED UNDER THIS AGREEMENT AND OTHER MATERIALS LICENSED TO EIV PURSUANT TO THIS AGREEMENT, AND THE

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MICROSOFT CONFIDENTIAL INFORMATION ARE PROVIDED TO EIV "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 EIV.

(a) EIV 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 by a third party (i) that the Licensed Materials or any EIV Content 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 EIV warranty under Section 9.1 (collectively, "EIV Claims"), and EIV 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 EIV Claims. Microsoft shall: (i) provide EIV reasonably prompt notice in writing of any such EIV Claims and permit EIV, through counsel chosen by EIV and reasonably acceptable to Microsoft, to answer and defend such EIV Claims; and (ii) provide EIV information, assistance and authority, at EIV's expense, to help EIV to defend such EIV Claims. EIV will not be responsible for any settlement made by Microsoft without EIV's written permission, which permission will not be unreasonably withheld or delayed.

(b) Unless EIV obtains for Microsoft a complete release of all EIV Claims thereunder, EIV may not settle any EIV 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 EIV agree to settle a EIV Claim, EIV agrees not to publicize the settlement without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld or delayed.

(c) The rights and remedies granted to Microsoft under this Section 11.1 constitute Microsoft's sole and exclusive remedy against EIV and EIV's Affiliates, directors, officers, employees, agents and independent contractors, for any and all claims arising under this 11.1 whether arising under statutory or common law or otherwise.

11.2 Indemnity by Microsoft.

(a) Microsoft shall, at its expense and EIV's request, defend any claim or action brought against EIV, and EIV's Affiliates, directors, officers, employees, agents and independent contractors, to the extent it is based upon a claim by a third party (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 EIV harmless from and against any costs, damages and fees reasonably incurred by EIV, including but not limited to fees of attorneys and other professionals, that are attributable to such Microsoft Claims. EIV 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 EIV, 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.

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Microsoft will not be responsible for any settlement made by EIV without Microsoft's written permission, which permission will not be unreasonably withheld or delayed.

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

(c) The rights and remedies granted to EIV under this Section 11.2 constitute EIV's sole and exclusive remedy against Microsoft, and EIV's Affiliates, directors, officers, employees, agents and independent contractors, for any and all claims arising under this 11.2 whether arising under statutory or common law or otherwise.

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. Provided that this Agreement is not earlier terminated pursuant to (i) above, upon the mutual agreement of the parties within sixty (60) days of the end of the Term (including any renewal Term), the Agreement shall be renewed for an additional one (1) year Term. In the event Microsoft offers to any Third Party Pre-Configured ICP with a Category Channel an initial term, including such Third Party's right to unilaterally renew the term ("Different Term"), for an agreement for the Active Desktop which extends beyond December 31, 1998, Microsoft agrees to promptly notify EIV in writing of such offer. EIV shall have the right to extend the Term of this Agreement, under similar terms and conditions with respect to such Different Term, to the length of the Different Term offered to such Third Party. If EIV so elects, it shall promptly notify Microsoft in writing.

12.2 Termination/Suspension of Performance.

(a) Removal of EIV Channel(s). In addition to any other remedies under this Agreement, including termination under Section 12.2(b), should (i) EIV fail to perform under Section 2.6 or (ii) EIV be in breach of any warranty, term or covenant of Section 9.1(c), Microsoft may remove the applicable EIV Channel(s) from the Active Desktop so long as such failure or breach continues and Microsoft sends EIV written notice prior to removing the EIV Channel(s). If, after ten (10) business days notice by Microsoft to EIV 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 EIV Channel(s) permanently. If the channel is removed for more than ten (10) more business days, EIV shall have the option of terminating this Agreement upon written notice to Microsoft.

(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 Microsoft fails to commercially release Standalone IE Configurations of the Active Desktop by December 31, 1997, EIV may terminate this Agreement upon thirty (30) days written notice to Microsoft. Other than EIV's ability to so terminate, Microsoft shall have no liability to EIV for the failure to commercially release Standalone IE Configurations of the Active Desktop by December 31, 1997. Should EIV terminate this Agreement under Section 3.1(f) or Section 3.1(h), such termination shall be effective within ninety (90) days

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following notice from EIV, and Microsoft shall have no liability to EIV under this Agreement for termination.

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. EIV'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. Section 5.1 and 7.2 shall survive any termination or expiration of this Agreement for a period of two (2) years. Sections 4.3, 5.3, 5.4, 8, 9, 10, 11, 13 and 14 shall survive any termination or expiration of this Agreement.

13. LIMITATION OF LIABILITIES

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

14. GENERAL PROVISIONS

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

To EIV:	To Microsoft:
ESPN Internet Ventures 605 Third Ave. New York, NY 10158 Attention: VP of Business Development	Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Director of Business Development, Internet Division
Phone: (212) 916-9862	Phone: (425) 882-8080
Fax: (212) 916-9299	Fax: (425) 936-7329
Copy to: ESPN Internet Ventures 13810 SE Eastgate Way, Suite 400 Bellevue, WA 98005 Attention: Executive VP of Business & Legal Affairs Fax: (425) 957-2009	Copy to: Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Law & Corporate Affairs 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 Washington.

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

14.5 Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party; provided, however, that EIV may assign this Agreement to any current (as of the Effective Date) Affiliate. 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 EIV 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	**ESPN INTERNET VENTURES ("EIV")**
Brad Chase	Steven Kahn
By (Sign)	By (Sign)
Brad Chase	Steven Kahn
Name (Print)	Name (Print)
Vice President	Vice President
Title	Title
7/17/97	7/10/97
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 follow the guidelines below, although specific design and content issues are at the discretion of the content provider.

I. Channel Requirements

1) Support for IE presentation
   - Logo to fit on Channel bar button
   - Full screen view (theatrical view)
   - Support for screen saver functions
2) Create a CDF (Channel Definition Format file) to categorize content for download and offline reading
   - The CDF can have no more than 8 first level items when the user first connects to the channel.
3) Update CDF and support notification for new Content
4) Optimize the Channel for download:
   - Author content to meet reasonable download size guidelines
   - Go beyond that limit only after notifying user
5) Content must be updated at least 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"
  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) 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.*
9) Introductory Content must (and downloaded content should) optimize for performant operation in standard system configurations
   - Use standard system services wherever possible (channel installation, cache management, data transfer, web event logging, channel selection, screen saver). Any duplication must be noted and approved in advance of submission of Introductory Content to Microsoft.
   - Do not instantiate any processes that increase the static working set (e.g. static memory requirements) or that run when Company's Channel is not visible on screen via the Browser or the Active Desktop screen saver.
   - *See note below regarding this requirement.*

Note regarding requirements 8 and 9 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 8 and 9.

II. Existing Web Site Requirements
On the home page of the Designated ESPN Web Site and at least 5 of the 10 most visited Designated ESPN Web Site pages, as follows:

1) Logo as "Best viewed with IE 4" and/or logo promoting the ESPN Web Site Channel, and/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, EIV will use all reasonable efforts to promptly take advantage of new Internet Explorer extensions as they become available in

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beta and final updates for Internet Explorer, including subsequent versions of Internet Explorer, during the term of this agreement.

III. 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

1. Additional EIV Promotional Activities.

- EIV and Microsoft will agree to discuss additional EIV promotional activities that if provided will extend, for a period to be mutually agreed upon, the exclusive position of EIV as outlined below for the personalization and headline sections for the home.microsoft.com Web site. Microsoft agrees not to enter into agreement with any other sports content provider, except for MSNBC Sports, for the personalization or headlines on home.microsoft.com before the negotiations of additional promotional activities by EIV are completed, which will be no later than the end of the third month after the start of this agreement.

2. Additional Microsoft Promotional Activities.

- Microsoft will add ESPN to the sports personalization options for the www.home.microsoft.com Web site – along with MSNBC Sports – during the Term. For a period of three (3) months from the commercial release of Internet Explorer, Microsoft will not add any other third party sports personalization option to the home page of www.home.microsoft.com.

- Microsoft will feature ESPN Web Site on Today's Link, or some other mutually agreed upon placement on the home page above the fold for a cumulative period of two (2) weeks during the Term of this agreement with the timing of placement to be mutually agreed upon by both parties.

- Microsoft will implement headlines on home.microsoft.com and will provide ESPN Web Site one-third (1/3) of the sports headlines visible on home.microsoft.com during the Term. For a period of three (3) months from the commercial release of Internet Explorer version 4.0 Microsoft will not add headlines from any other third party sports provider, except for MSNBC.

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

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

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

- The Channel Bar will display the exact 80x32 logo that provided by the Company. Therefore, the publisher's brand name will appear only if it is included in the bitmap itself.
- Users can adjust the width of the Channel Pane beyond 80 pixels. When this happens, the Channel Bar fills in the background with the same color as the top left pixel in the bitmap.

Large Icon

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

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

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

C) Channel Name

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

Deliverables Mounted on 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

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

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

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