

## WISCONSIN ON DEMAND

### VIDEO ON DEMAND LICENSE AGREEMENT

This VIDEO ON DEMAND LICENSE AGREEMENT (this "Agreement") dated as of October 24, 2003, is by and between Milwaukee Public Television (MPTV) ("Licensor"), and TIME WARNER CABLE INC. ("TWC"), a Delaware corporation, on behalf of its Milwaukee Division (the "Division").

The parties hereby agree as follows:

1. Grant of Rights.

(a) Licensor hereby grants TWC, and its sublicensees, the right under copyright to offer, distribute and exhibit the Programs on a Video on Demand basis on the channel currently known as "Wisconsin On-Demand" ("WOD") to subscribers to Systems in the Territory. As used in this Agreement: (i) "Systems" means TWC systems and other systems authorized by TWC to distribute WOD in the Territory; (ii) "Territory" means the State of Wisconsin and adjoining geographic areas within the operating areas of Systems distributing WOD; (iii) "Video on Demand" or "VOD" means the transmission of a Program to a subscriber, and the exhibition of a Program on, the television, monitor or other receive equipment of a subscriber, at such subscriber's request, in a manner such that the transmission and availability for exhibition of such Program may occur nearly immediately following such subscriber's request; and (iv) "Program" means each full motion video program (and the accompanying principal audio portion of such programs) listed on Schedule A attached hereto.

(b) The license granted hereby in respect of each Program shall (i) permit a subscriber to view such Program for an unlimited number of times during the Available Window and (ii) with respect to subscribers who order such Program on the End Date, shall permit such subscribers to view such Program for an unlimited number of times during the twenty-four (24) hour

period immediately after the End Date. "Available Window" means the period of time during which a Program is licensed to TWC for transmission, distribution and exhibition on a VOD basis which period of time shall be determined by TWC in its discretion, provided that upon not less than 15 days prior written notice Licensor may withdraw any Program. "End Date" means the last day of the Available Window with respect to a particular Program.

(c) Licensor hereby grants TWC the non-exclusive right to: (i) compress or otherwise technologically manipulate the Programs as required to make such Programs available to subscribers on a VOD basis and (ii) copy and store the Programs in digital form until a reasonable period of time after the Available Window as required to make such Programs available to subscribers on a VOD basis.

2. Fees. There shall be no fees or royalties payable by TWC for the licenses granted hereunder. TWC shall offer the Programs without incremental or specific charge to subscribers.

3. Term. The term of this Agreement shall commence as of the date hereof and end on 12/31/04 (the "Term") and shall automatically renew for successive one (1) year periods unless either party provides the other with sixty (60) days' prior written notice of such party's intention to terminate at the end of the initial term or then-current renewal term.

4. Licensed Programs.

(a) Schedule A shall be amended from time to time to reflect the license of additional Programs hereunder. It is acknowledged and agreed that Licensor shall use commercially reasonable efforts to provide additional or replacement Programs for airing on WOD from time to time on a schedule to be mutually agreed upon by the parties.

(b) All Programs shall be appropriate for family viewing under local community standards and, in no event shall be rated more restrictively than TV-PG.

(c) Licensor shall deliver to TWC a single high-resolution "source video" in a format and on a schedule acceptable to TWC of each Program.

(d) Neither TWC nor any System shall be (i) restricted from the practice of connecting cables to subscribers' video or audio recorders or other similar devices or from providing subscribers with VCR-like functionality via set-top boxes or other equipment; or (ii) responsible or liable for any subscriber's recording of all or any portion of any Program.

5. Promotion.

(a) TWC and each System shall have the right to advertise and promote by any means or media the VOD exhibition of the Programs.

(b) TWC acknowledges that, as between TWC and Licensor, the names and marks included in the Programs (and the names of certain Programs) are the property of Licensor (or its suppliers) and that neither TWC nor any System shall acquire any proprietary rights therein by reason of this Agreement. Licensor agrees that TWC and each System may use such names and marks, as well as excerpts from any

Program, in routine promotional materials (such as print or electronic (including interactive) program guides, web sites, program listings, spots and bill stuffers), on-screen promotions and billing statements.

(c) Licensor shall not use, and no right or license is herein granted to Licensor to use, any of the trade names, trademarks, copyrights, styles, slogans, titles, logos or service marks of TWC, any Time Warner company or any System.

7. Representations and Warranties.

(a) Licensor represents and warrants that: (i) Licensor is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of Wisconsin; (ii) Licensor has the requisite power and authority to execute and deliver this Agreement and to fully perform its obligations hereunder; (iii) the execution, delivery and performance of this Agreement has been duly authorized by all actions necessary on the part of Licensor; (iv) Licensor is not subject to any contractual or other legal obligation which will in any way interfere with its full performance of this Agreement; and (v) the individual executing this Agreement on behalf of Licensor has the authority to do so.

(b) Licensor represents and warrants that it has and will have the right to grant the licenses granted herein, free and clear of all liens, restrictions, charges, claims, and encumbrances, that it has obtained and will maintain all licenses, permits, exemptions, authorizations and consents necessary to fully perform this Agreement and for the Programs to be licensed, offered and exhibited as provided herein, and that no Program (i) is or will be libelous, slanderous, obscene or defamatory; or (ii) violates or infringes or will violate or infringe the civil or property rights, copyrights, music synchronization and performance rights, trademark rights, patent rights or rights of privacy or publicity or any other rights of any person.

8. Indemnification and Other Remedies.

(a) Licensor shall indemnify and, subject to Section 8(c), defend TWC, its affiliates (including without limitation the Division), and each of their respective officers, directors, shareholders, employees and agents for, and shall hold them harmless from and against, any and all losses, settlements, claims, actions, suits, proceedings, investigations, judgments, awards, damages and liabilities (collectively, "Losses" and, individually, a "Loss") which are sustained or incurred by or asserted against any of them and which arise out of (i) any breach of this Agreement by Licensor or (ii) the Programs, including the promotion or advertising of any Programs (including, without limitation, any Loss arising out of libel, slander, defamation, indecency, obscenity, invasion of right of privacy or publicity, or infringement or violation of copyrights, music synchronization or performance rights, trademark rights or patent rights) and shall reimburse them for any and all legal, accounting and other fees, costs and expenses (collectively, "Expenses") reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

(b) TWC shall indemnify and, subject to Section 8(c), defend Licensor and its affiliates (including controlling persons and related companies), officers, directors, shareholders, employees and agents for, and shall hold them harmless from and against, any and all Losses which are sustained or incurred by or asserted against any of them and which arise out of any breach of this Agreement by TWC and shall reimburse them for any and all Expenses reasonably incurred by any of them in connection with investigating, mitigating or defending any such Loss.

(c) Promptly after receipt by a party of notice of the commencement of any

action, suit, proceeding or investigation in respect of which a claim for indemnification may be made hereunder such party will give written notice thereof to the other party; but the failure to so notify the other party will not relieve the other party from any liability or obligation which the other party may have to any indemnified person except to the extent of any material prejudice to the other party resulting from such failure. If any such action, suit, proceeding or investigation is brought against an indemnified person, the indemnifying party will be entitled to participate therein and, if it wishes to assume the defense thereof with counsel satisfactory to the indemnified person (who shall not, except with the consent of the indemnified person, be counsel to the indemnified person) and gives written notice to the indemnified person of its election so to assume the defense thereof within fifteen (15) days after notice shall have been given to it by the indemnified person pursuant to the preceding sentence, will be entitled to assume the defense thereof. The indemnifying party shall not enter into any settlement that imposes any liability on the indemnified party without the prior written consent of the indemnified party.

(d) Neither party shall, for any reason or under any legal theory, be liable to the other for any special, indirect, incidental, punitive or consequential damages or for loss of profits, revenues, data or services, regardless of whether such damages or loss was foreseeable and regardless of whether it was informed or had direct or imputed knowledge of the possibility of such damages or loss in advance.

(e) All rights, powers and remedies afforded to a party hereunder, by law, in equity or otherwise shall be cumulative (and not alternative).

10. Notices. All notices required or permitted to be given pursuant to this Agreement shall be given in writing to the appropriate party at its address set forth on the signature page hereof.

All notices given hereunder shall be deemed given upon receipt thereof.

11. Miscellaneous.

(a) The validity, interpretation, performance and enforcement of this Agreement shall be governed by the law of the State of Wisconsin. The respective obligations of the parties under this Agreement are subject to all applicable federal, state and local laws, rules and regulations.

(b) This Section 11(b) and Sections 7(a), 7(b), 8, 10, 11(a) shall survive the expiration or termination of this Agreement for any reason.

(c) Either party may terminate this Agreement on at least thirty (30) days' prior written notice in the event of a material breach by the other party that is not cured within such 30-day period. TWC and each System shall have the right to discontinue offering the Programs on a VOD basis at any time.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

TIME WARNER CABLE INC. *By: [Signature]*

By: [Signature]  
Name: Karl Theile  
Title: Vice President Finance

MPTV

By: [Signature]  
Name: Ellis Bromberg  
Title: General Manager

Address for Notice:

290 Harbor Drive  
Stamford, CT 06902  
ATTN: Executive Vice President,  
Programming

with a copy to its Executive Vice  
President and General Counsel

with a copy to

1320 N. Dr. Martin Luther King, Jr. Dr.  
Milwaukee, WI 53212  
ATTN: Vice President, Public Affairs

**Exhibit A**  
**Programs**

**The MPTV Collection**

- The Great Circus Parade 2000
- Brady Street
- Historic Third Ward
- Lisbon Avenue