

CONFIDENTIAL
NON-BINDING TERM SHEET

Licensors	Culver Digital Distribution Inc.
Licensee	Comcast Cable Communications, LLC
Territory	As defined in the Existing License Agreement
Term	The term of this Term Sheet shall be six (6) months from the Effective Date (the “ Term ”), which term shall be automatically extended an additional six (6) months if Licensee is in substantial compliance with the Content Protection Requirements as set forth on Exhibit A attached hereto as of the date of such extension. Any such extension period shall be considered a part of the Term. The “ Effective Date ” shall be [TBD].
Devices	Licensee may make the Early Window Titles available via devices which are permitted in connection with the Existing License Agreement to receive Included Programs, and which are not intended with respect to Early Window Titles for connection to any portable personal devices or personal computers (“ Approved Devices ”). Any additional devices to be discussed on a case by case basis.
Rights	Non-exclusive license to distribute Early Window Titles on a Video-on-Demand (VOD) basis. Subject to the parties’ mutual agreement and Licensee’s right to offer any Early Window Title (whether then-currently or during a later window) on an electronic-sell-through basis, Licensee shall include pre- or post-roll marketing messages in such Early Window Title, promoting Licensee’s electronic-sell-through offer of such Early Window Title.
Early Window Titles	<p>Licensors will make available to Licensee for availability to subscribers the following number of Current Pictures (as defined in the Existing License Agreement) for distribution in accordance with the terms of this Term Sheet (collectively, the “Early Window Titles”): the theatrical version of at least 4 theatrical new release titles during the first 6 months of the Term, and, if the Term is extended by an additional 6 months, at least 4 theatrical new release titles during such extended Term, to be selected by Licensors in its sole discretion.</p> <p>Licensors will make available to Licensee, and Licensee shall license and distribute, as an Early Window Title, all feature-length Current Pictures with domestic box office receipts of \$10,000,000 or more which are offered by Licensors to any other distributor of such Early Window Title prior to such Early Window Title’s home video street date release (other than theatrical, hotel and airplane distribution) (each, an “Early Window Distributor”) prior to such picture’s home video street date release; provided, however, that Licensors may make one feature length motion picture available on an “early window” basis for distribution solely to its affiliate during the Term. For clarity, Licensee shall distribute the Early Window Titles: : (i) in the following four (4) Licensee markets: Atlanta, Philadelphia, Portland and Boston, and (ii) in any other Licensee markets in which Licensee has then-committed to distribute theatrically-released films during their applicable pre-home video street date release windows from at least two (2) other major studios.</p> <p>Notwithstanding anything to the contrary herein, solely in the event that Licensors withdraws an Early Window Title from all other distributors, Licensors may withdraw such Early Window Title from Licensee by giving Licensee notice thereof at least 45 days prior to the Early Window Availability Date for such Early Window Title.</p>

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Availability Dates	<p>The date on which each Early Window Title is made available for distribution pursuant to this Term Sheet (the “Early Window Availability Date”) will be set by Licensor in its sole discretion; provided that each such Early Window Availability Date for each such Early Window Title shall be on a Thursday and shall be no later than the earlier of: (a) 63 days following the wide U.S. theatrical release for such Early Window Title; and (b) the date on which Licensor makes such Early Window Title available to any other Early Window Distributor.</p> <p>Licensor will notify Licensee of the Early Window Availability Date for each Early Window Title no later than 45 days prior to the applicable Early Window Availability Date.</p> <p>Each Early Window Title shall not be available via EST, rental (not including transactional VOD) or DVD (including Blu-Ray) prior to the home video street date for such Early Window Title.</p> <p>The retail price of each Early Window Title shall be determined by Licensee in its sole discretion.</p>
License Period	<p>The Early Window License Period to commence on the Early Window Availability Date for each Early Window Title and last until a date determined in Licensor’s sole discretion; provided that the License Period for each Early Window Title will be no less than 14 days; provided that Licensor shall use good faith efforts to provide an Early Window License Period for each Early Window Title of no less than 17 days.</p>
Viewing Period	<p>The Early Window Viewing Period for each Early Window Title will commence when the subscriber is technically enabled to view the Early Window Title, which will be no earlier than the Early Window Availability Date. Subject to the foregoing, the Early Window Viewing Period for each Early Window Title will end no later than the earlier of: (x) 48 hours after the subscriber first commences viewing the Early Window Title and (y) 48 hours after the end of the Early Window License Period.</p>
Pre-promotion Restrictions	<p>Licensee may not promote the availability of the Early Window Title in the Early Window License Period before 7 days prior to Early Window Availability Date; provided, Licensor applies such requirement on a uniform basis to all Early Window Distributors.</p>
Menu Placement	<p>Licensee will provide a dedicated early window area on Licensee’s VOD menu for early window movies from all major studios; provided that the Early Window Titles may also be listed or otherwise identified in other contextually appropriate areas of Licensee’s electronic program guide or VOD menu.</p>
Delivery of Materials	<p>Licensor shall deliver each Early Window Title (together with all available and/or required meta data and promotional materials) in an HD resolution of 1080p in accordance with the terms and conditions of the Existing License Agreement not later than 30 days prior to such Early Window Title’s Early Window Availability Date.</p>
Resolution	<p>Licensee must exhibit the Early Window Titles in an HD resolution at 1080i or 1080p; provided that, for clarity, at a subscriber’s option, such subscriber may choose to view such Early Window Titles in any lower resolution format. Notwithstanding the foregoing, Licensee may elect to exhibit the Early Window Titles in SD resolution solely if such version is not marked as an HD version. Licensee shall notify Licensor if Licensee will offer any Early Window Title to its subscribers in SD resolution by no later than 25 days prior to the Early Window Availability Date for such Early Window Title.</p>

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<p>Marketing</p>	<p>Licensor and Licensee shall work together to define a unified brand and consistent consumer facing messaging for the early window offering.</p> <p>Licensee shall co-fund a customized Early Window campaign split on the basis of the license fee ([80% Licensor-funded/20%] [OPEN] Licensee-funded) to promote Licensee’s offering of Licensor’s Early Window Titles during the Early Window License Period, with plan to be mutually approved by Licensor and Licensee</p> <ul style="list-style-type: none"> o For Early Window Titles with domestic box office (based on Licensor’s good faith projections calculated after the second weekend of theatrical release) prior to the availability date for such Early Window Title (“DBO”) in excess of \$100M: \$500k in marketing tactics (which amount shall be <i>pro-rated</i> for distribution of any Early Window Title across less than all of Licensee’s footprint); o For Early Window Titles with DBO between \$50M-\$100M: \$250k in marketing tactics (which amount shall be <i>pro-rated</i> for distribution of any Early Window Title across less than all of Licensee’s footprint); and o For Early Window Titles with DBO between \$25M-\$50M: \$125k in marketing tactics (which amount shall be <i>pro-rated</i> for distribution of any Early Window Title across less than all of Licensee’s footprint). <p>Co-funded marketing plans and materials for the Early Window Titles during the Early Window License Period will be subject to mutual approval by Licensor and Licensee.</p> <p>Licensee’s use, alteration and editing of Licensor-provided marketing materials for Early Window Titles shall be consistent with Licensor’s reasonable and generally applicable instructions provided together with such marketing materials. Licensee’s marketing, advertising and promotions of the Early Window Titles may not disparage theaters or movie-going in general (e.g. “Don’t go to the theater – watch it on Home Premiere.”)</p>
<p>VOD Usage Rules</p>	<p>Early Window Titles will only be delivered to and viewable in accordance with the following Usage Rules:</p> <ol style="list-style-type: none"> 1. The Early Window Title shall be viewable on no more than one (1) Approved Device registered to such subscriber’s account at a time; provided that subscribers may utilize Licensee’s “AnyRoom On Demand” platform (or such other name as Licensee uses for such platform) to view the Early Window Titles on multiple Approved Devices during its 48-hour viewing period. Subject to the foregoing, such Early Window Title shall be viewable an unlimited number of times during the Early Window Viewing Period applicable to such transaction. For clarity, a subscriber may make multiple transactions for an Early Window Title during such title’s Early Window License Period, <i>provided</i>, that each such transaction shall be subject to the Early Window Usage Rules set forth herein. 2. Licensee-provided Approved Devices shall not permit copying or transferring the Early Window Titles between devices or onto removable storage media. 3. Licensee may not authorize any DVR or PVR integrated into Licensee-provided Approved Devices to persistently copy any Early Window Title (except for the temporary recording of encrypted data to permit a 90 minute pause, to the extent required in connection with the use of DTCP technology) as transmitted during its Early Window License Period

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VOD License Fees	[80%] [OPEN] of the greater of the DRP and actual retail price per transaction actually received by Licensee, less any technical credits. Deemed retail price (DRP) to be \$29.99 per Early Window Title.
Price Policy	Notwithstanding anything to the contrary herein, including, without limitation, any DRP, Licensee will determine the price of the Early Window Titles in its sole discretion.
Security Requirements	Licensee shall, at Licensee's cost, comply with the Content Protection Requirements attached as Exhibit A with respect to each Early Window Title during such Early Window Title's Early Window License Period.
Data and Reporting	Licensee shall provide reporting to Licensor on buys of Early Window Titles during their Early Window License Period consistent with current practice in connection with the reporting of buys under the Existing License Agreement. Licensee and Licensor will work together on a good faith, commercially reasonable basis on accelerated reporting of VOD buys.
Delivery Condition	Provided that Licensor conditions the receipt by any and all other distributors of Early Window Titles during the early Window License Period on the commitment to comparable participation by at least 3 other major studios, Licensor shall not be required to make available the Early Window Titles until Licensee secure agreements from at least 3 other major studios (i.e. Paramount Pictures, Twentieth Century Fox, Universal Studios, The Walt Disney Company and Warner Bros.) granting Licensee the right to distribute at least 4 of each such studio's first run feature length motion pictures on a VOD basis prior to their respective home video street dates.
Publicity	Neither party shall issue any press release or other announcement regarding the existence of or terms of this Agreement without the prior written consent of the other party. For clarity, the foregoing does not prohibit either party from responding generally to press inquiries about the test of early window movies or making public statements regarding VOD windows so long as the other party is not mentioned in such responses or statements.
Existing License Agreement	Nothing in this Term Sheet is intended to bind Licensor and/or Licensee and/or modify, amend or terminate the parties' rights or obligations under the Agreement (the "Agreement") dated as of August 31, 2006, is between Sony Pictures Television Inc. ("Licensor") and iN DEMAND L.L.C. (the " Existing License Agreement "), as amended, by and between Licensor and Licensee. [The following terms and conditions of the Existing License Agreement are hereby expressly incorporated by reference herein and made applicable hereto: _____]. [NOTE: Comcast and Sony to discuss.] Except as expressly set forth herein, the terms and conditions of the Existing License Agreement shall not govern and/or otherwise affect this Term Sheet and/or the license and/or distribution, exhibition and/or other use of the Early Window Titles pursuant to this Term Sheet.

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EXHIBIT A

EARLY WINDOW CONTENT PROTECTION REQUIREMENTS

Outputs

1. **Analog Outputs.** Licensee shall disable analog video outputs on Licensee-provided Settop Boxes during exhibition of each Early Window Title during such Early Window Title's Early Window Viewing Period.
2. **Digital Outputs.** Licensee may enable the following protected digital outputs during exhibition of each Early Window Title during such Early Window Title's Early Window Viewing Period: Digital outputs protected by High Definition Copy Protection ("**HDCP**") or Digital Transmission Copy Protection ("**DTCP**").
3. **Upscaling:** Device may scale Early Window Titles in order to fill the screen of the applicable display; provided that Licensee does not mark any SD version of any Early Window Title as an HD version.

Embedded Information

4. **Watermarking.** [Licensee-provided Approved Devices must not remove or interfere with any embedded watermarks inserted in the Early Window Titles consistent with current practice under the Existing License Agreement.] **[NOTE: Sony and Comcast to discuss and confirm.]**
5. **Embedded Information.** The CCI on digital outputs from Licensee's Settop Boxes for transmission of each Early Window Title will be set to "Copy Never" during exhibition of the Early Window Title during its Early Window Viewing Period.
6. Notwithstanding the above, any alteration, modification or degradation of such copy control information and or watermarking during the ordinary course of Licensee's distribution of licensed content shall not be a breach of this **Embedded Information** Section.
7. **Forensic Watermarking Requirement**

If, during the first six months following the date that Licensee first makes available an Early Window Title pursuant to this Term Sheet, Licensee has not then-currently implemented a session-based forensic watermark technology for the Early Window Titles, Licensee will implement daily-based watermarking technology for the Early Window Titles during their respective Early Window Viewing Periods.

Following the date that is six months following the date that Licensee first makes available an Early Window Title pursuant to this Term Sheet, Licensee shall implement a session-based watermark for the Early Window Titles during their respective Early Window Viewing Periods. Verimatrix Videomark and Civolution session-based watermarking technologies are approved by Licensor, and Licensee hereby notifies Licensor of its intent to use [_____]’s technology until further notice. [[Upon discovery by Licensor or Licensee of unauthorized distribution of the licensed content (e.g., such content is found on a peer-to-peer file sharing network) determined to have been delivered to Licensee, Licensee shall detect the forensic watermark and will: (i) determine the subscriber responsible for the unauthorized copy; (ii) immediately suspend offering and/or delivering any and all future Early Window Titles to such subscriber; and (iii) subject to applicable laws, provide Licensor with the identity and contact information of such subscriber.] Nothing hereunder shall restrict Licensor from pursuing all legal rights and remedies available to it, including, but not limited to, civil actions against any person found to have illegally copied and/or distributed an Early Window Title that originated from the Licensed Service, [and Licensee agrees to reasonable cooperation therewith.]] **[NOTE: Comcast to review and confirm.]**

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8. Consumer Communication.

Licensee will provide an educational on-demand program describing the set-up necessary to receive and view Early Window Titles and a test on-demand program that subscribers may use to determine whether they have such set-up properly implemented.

Licensor may include in the Early Window Titles a mutually agreed upon message to subscribers that digital watermarks have been inserted in the Early Window Titles.