

EXHIBIT H

**CSTV/ATLANTIC-10 ("A10")
HEADS OF AGREEMENT**

THIS HEADS OF AGREEMENT effective as of December 31, 2005 by and between CSTV Networks, Inc. ("CSTV"), 85 10th Avenue, New York, New York 10011 and CSTV Online, Inc., at the same address ("CSTVO") on the one hand, and the Atlantic 10 Conference, 230 S. Broad Street, Suite 1700, Philadelphia, PA 19102 ("A10") on the other.

- I. The parties intend to enter into a marketing and sponsorship and multimedia license, production, exhibition and distribution agreement with respect to certain sporting events and other related matters conducted by A10 (the "Distribution Arrangement").
- II. The parties hereto shall use good faith efforts to negotiate a definitive agreement for the Distribution Arrangement. Until execution of such definitive agreement, this Heads of Agreement sets forth the principal terms of the Distribution Agreement and shall be deemed binding in accordance with the terms hereof.

1. TERM

a. Five years, beginning July 1, 2006 through June 30, 2011 (the "Initial Term"), with automatic renewal for an additional two years, through June 30, 2013 (the "2013 Term"), so long as CSTV has achieved the Benchmarks (as hereinafter defined). The Benchmarks shall mean CSTV's programming service, CSTV: College Sports Television (the "Service") has achieved 30 million national subscribers, including three million subscribers in the A10 footprint (which must include carriage by the dominant distributor in at least eight of the A10 designated television market areas ("DMA's")) no later than June 1, 2010, or alternatively CSTV shall have written commitments as of June 1, 2010 for launches to 30 million subscribers, including three million subscribers in the A10 footprint (which must include carriage by the dominant distributor in at least eight of the A10 DMA's as listed on Exhibit A), effective no later than December 31, 2010; provided that if such subscribers are not added by December 31, 2010, the extension may be cancelled by A10 not later than January 31, 2011 and the right of FN/FR (as hereafter defined) shall commence upon delivery of such notice by A10. If CSTV has not achieved the Benchmarks by the required dates, CSTV will instead have an exclusive right of first negotiation ("FN")/first refusal ("FR"), which will operate as follows: commencing as of June 1, 2010, the parties shall engage in an exclusive 60-day first negotiation period. If at the end of such 60-day period the parties have not reached an agreement, then CSTV shall make a final offer to A10, which A10 shall have seven business days to accept or reject ("CSTV Final Offer"). In the event that A10 rejects such CSTV Final Offer, then A10 shall be required to provide CSTV with terms and conditions it is willing to accept, which must be comparable in scope with respect to rights and benefits to those contained herein and provided further any such offer is an offer for at least three years ("A10 Final Offer"). CSTV shall then have seven business days to accept or reject any such A10 Final Offer. In the event CSTV rejects the A10 Final Offer or does not respond within seven days, A10 may negotiate with third parties. A10 must give CSTV the right to match the economic terms of any third party offer that, taken in the aggregate, is more favorable to the third party than the A10 Final Offer (the "Reoffer"). CSTV shall accept or reject a Reoffer by A10 no later than seven days from its receipt. If the Initial Term is extended to June 30, 2013 as set forth above, or to another later date, CSTV will have the FN/FR as set forth above, the FN to commence as of June 1 of the year prior to the expiration of the agreement (i.e., if the agreement expires as of June 30, 2013, the FN/FR commences as of June 1, 2012).

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b. The Initial Term and the 2013 Term shall be hereinafter collectively be deemed the "Term" and each contract year during the Term shall be denoted by the applicable school season, i.e., contract year one shall be the "2006-2007 Season;" contract year two shall be the "2007-2008 Season"; etc.

c. If ESPN's package of rights expires (which agreement with ESPN will provide for initial expiration after the 2009-2010 Season) or is terminated for any reason during the Term, CSTV shall have a 60-day FN for such package of rights, but shall only have an FR if CSTV has achieved distribution at such time of not less than 50 million subscribers for the Service or not less than 40 million subscribers plus binding written commitments to increase to not less than 50 million subscribers within one year. The FN/FR rights will operate as follows: commencing upon notice provided by the A10, the parties shall engage in an exclusive 60-day FN period. If at the end of such 60-day period the parties have not reached an agreement, then CSTV shall make a CSTV Final Offer to A10, which A10 shall have seven business days to accept or reject. In the event that A10 rejects such CSTV Final Offer, then A10 shall be required to provide CSTV with an A10 Final Offer. CSTV shall then have seven business days to accept or reject any such A10 Final Offer. In the event CSTV rejects the A10 Final Offer or does not respond within seven days, A10 may negotiate with third parties. If CSTV has FR rights, A10 must make a Reoffer with respect to any third party offer that taken in the aggregate is more favorable to the third party than the A10 Final Offer. CSTV shall accept or reject a Reoffer by A10 no later than seven days from its receipt. The rights in this paragraph will be subject to any rights of FR that A10 has granted to ESPN.

d. A10 shall have the right to terminate this Agreement upon written notice to CSTV without any further liability to A10 or any of the member institutions if CSTV ceases to continue to telecast A10 programming on a continuing basis, subject in any case to the notice and cure provisions set forth in subsection "e" below.

e. If either party shall default in a material manner with respect to any material provision of this Agreement, the other party may give the defaulting party written notice of such default and the defaulting party shall have thirty (30) days to cure such default. If such default is not cured within such thirty (30) day period, the nondefaulting party shall have the right, upon notice to the defaulting party and without prejudice to any other rights the nondefaulting party may have, to terminate this Agreement unless the defaulting party is in the process of attempting in good faith to remedy such default, in which case the thirty (30) day cure period shall be extended by an additional forty-five (45) days.

2. TELEVISION AND BROADBAND RIGHTS

a. A10 grants to CSTV exclusive rights in all media, now known or hereinafter invented (including without limitation over-the-air, cable, satellite, online/broadband, hi-def, wireless, DVD and VOD) to certain regular season A10 men's and women's basketball games (i.e., games in which the participants are two A10 members and home non-conference games) and the A10 men's and women's basketball tournaments, subject only to (i) ESPN's exclusive rights to distribute up to 14 men's basketball games per season (of which no more than 8 total will be distributed on ESPN or ESPN 2 and no more than 6 will be distributed on ESPNU) and the finals of the A10 men's basketball tournament and two women's basketball games per season and the finals of the A10 women's basketball tournament; and (ii) Local Carriage Telecasts, as permitted only in accordance with the terms set forth in Section 7 below. It is acknowledged that "neutral site" games are excluded from the rights granted hereunder, provided that any such games shall not be games from the regular season conference schedule and that the number and nature of such "neutral site" games are substantially similar to the customary number and quality of games from past years.

b. CSTV shall have the exclusive online/broadband rights to all A10 sports, including men's/women's basketball (except for the ESPN games) and all sports set forth on Exhibit B (the "Olympic Sports").

c. CSTV shall have the right to exhibit an unlimited number of men's and women's basketball games (with the exception of games referenced in Section 2(a)(i)) and Olympic Sports events ("Events") on the Service or through CSTV's syndicated programming division (hereinafter "CSTV Regional") or otherwise in all media. CSTV will telecast a minimum of 10 women's basketball games per year total through a combination of exhibition on the Service and/or CSTV Regional and not less than six hours annually of Olympic Sports. In addition, CSTV shall have the exclusive right to sublicense any of the Events to any third party local, regional and national broadcasters (for example, ABC, CBS and NBC, ESPN, Fox Sports, Comcast, local affiliates, other regional networks, etc.), subject to Section 5 below. Any Events sublicensed by CSTV shall also be available for distribution by CSTV on any CSTV distribution platform including CSTV Regional, any CSTV regional or local programming service, the A10 website, CSTV.com and/or the member websites if the member is a partner of CSTVO.

d. CSTV shall permit use of limited excerpts from the men's intercollegiate basketball games distributed by it by each third party that distributes A10 men's intercollegiate basketball games for news programs, highlight shows or A10 programming; provided that A10 negotiates a reciprocal right for CSTV with such third party for A10 men's intercollegiate basketball games distributed by such third party. A10 shall use all necessary commercially reasonable efforts to obtain permission for CSTV to use limited excerpts from the A10 men's intercollegiate basketball games distributed by ESPN or its affiliates for CSTV's news programs, highlight shows or A10 programming.

e. CSTV shall have non-exclusive rights to basketball highlights programs, coaches shows, magazine shows and studio shows produced by member institutions locally as well as a non-exclusive license to the A10's and all member institutions' archival libraries of basketball, football and all Olympic Sports programming that the member institutions or the A10 has a right to license for further telecast. A10, or its member institutions, shall own all underlying copyrights and related rights in and to such programs, subject to the licenses of rights therein granted to CSTV pursuant to this Agreement.

f. All A10 programs produced by CSTV, or licensed by CSTV to a third party to produce, pursuant to the rights granted to CSTV hereunder, shall be deemed to be the "Programs." As between CSTV and A10, CSTV shall own all right, title and interest, including but not limited to all copyrights, in and to the Programs and other materials created and produced hereunder.

g. Any men's basketball games syndicated by A10 during the 2005-06 season shall be made available to CSTV for use, within CSTV's discretion, as a subscription product within CSTV's All Access offering to stream live on the A10 website in association with CSTV.com as an affiliate partner during the 2005-06 season, provided however, CSTV shall ensure that such programming shall not be accessible by any viewers online outside of the A10 footprint. Upon five business days notice by A10 to CSTV, CSTV shall cease including such games within its All-Access package during the balance of the 2005-2006 season. Further, the termination right in the immediately preceding sentence shall be the sole remedy for a breach of this Section 2(g) by CSTV.

h. CSTV hereby consents to access to the events licensed hereunder (the "Licensed Events") by crews for local television stations for purposes of filming or taping material for news stories provided that (i) at all times CSTV has absolute, first priority to camera and announcing positions, participants, and all other services and facilities required for its television production, (ii) such local news crews do not in any way interfere with CSTV's

production, and (iii) the organizations sending such crews use such material for news purposes only from the Licensed Events and limit such usage to no more than 30 seconds of the action or competition of the Licensed Events, and shall not be provided to any regional or national network or newsfeed service or distributed via the Internet. A10 and member institutions may also produce game films for internal coaching purposes, promotion, recruiting, and other uses, provided that all such uses are limited to non-income producing activities.

i. No promotional materials shall include endorsements of any type, whether direct or implied without the prior written approval of the A10, which may be withheld for any reason. CSTV shall promote the Programs, member institutions and the A10 in and to the media, in a reasonable manner and in accordance with its normal practice with respect to other events, games and programs of similar stature.

3. WEBSITE/ONLINE AND OTHER MEDIA RIGHTS

In addition to the exclusive audio/video streaming rights set forth in Section 2(b) for CSTV.com and the A10 website, CSTVO will become the official online partner of the A10 website for the remainder of the Term. A10 shall also cause any member institution not currently using CSTVO as its online partner for its athletic website to utilize those services of CSTVO for the remainder of the Term when its respective existing online/website agreements (including any rights of first negotiations/first refusal) expire, which member institutions (the "Non-Web Members") are listed on Exhibit C, as such may be amended to incorporate institutions which hereafter join the A10 and are not then using CSTVO as their online partner. A10 shall cause its member institutions to agree that the currently existing agreements of all A10 members which are using CSTVO as its online partner (listed on Exhibit C) to be extended to be coterminous with the Term on the terms and conditions listed on Exhibit D (so long as CSTVO is not in breach thereof), provided, however, all such annual production fee amounts shall remain consistent with those in effect during the 2005-06 year and throughout the remainder of the Term and shall also include the rights not currently held by CSTVO (e.g., audio rights currently with Yahoo, etc). For Non-Web Members, upon expiration of pre-existing online partner agreements, the Non-Web Members shall negotiate separate agreements in good faith with CSTVO pursuant to which CSTVO is subject to its customary obligations and the Non-Web Members provide CSTVO with the customary rights and benefits such as ad sales, online store, subscription audio and video, search, toolbar, auctions, wireless and other CSTV Online offerings; provided, however, the level of services and costs shall be comparable to that provided by CSTVO to other universities in the A10 to which CSTVO already provides services and each Non-Web Member shall pay CSTVO a production fee of not more than \$10,000 per year for the balance of the Term (provided that no such production fee shall be payable by A10 itself for the A10 website). The revenue shares payable by CSTVO to such Non-Web Members in connection with such activities are set forth on Exhibit D attached hereto and made a part hereof. To the extent that any Non-Web Member does not enter into an exclusive agreement with CSTVO as its online partner as provided above or if a member institution that utilizes CSTVO as its online partner ceases to use CSTVO as its online partner as a result of the entire member institution consolidating its institution's various websites with another online provider, such that the athletic department website does not control the choice of website provider for its website, the sole remedy available to CSTV under this Agreement shall be a reduction in the consideration payable pursuant to Section 11 of \$20,000 per Season per non-compliant member institution while such non-compliance continues. To the extent that any member institution which uses CSTVO as its online partner terminates or fails to renew its CSTVO online services agreement for any other reason at any time during the Term, such termination or failure to renew shall be deemed a material breach of this Agreement. Furthermore, the A10 shall, and shall use commercially reasonable efforts to cause its members to, feature prominent promotion and marketing on their athletic websites of all of materials created, produced and distributed by CSTV and CSTVO in all media owned and/or controlled by the various members and shall approve all reasonable

national advertising campaigns proposed by CSTVO (which shall exclude, in any case, any advertising prohibited by NCAA Guidelines, including but not limited to tobacco products, gambling, firearms, hard alcohol and sexually explicit materials).

4. MARKETING/SPONSORSHIP/RADIO RIGHTS FOR CSTV PROPERTIES:

5. TELECAST GUARANTEES AND OBLIGATIONS:

During each year of the agreement, CSTV agrees to telecast a minimum of 10 men's basketball games per year (with no maximum) on the Service and will distribute and/or exhibit, through CSTV Regional, a minimum of 32 men's basketball games per year with no more than six such games to be non-conference men's basketball game per year (with no maximum on the total number of games). Furthermore, CSTV shall have the right to fulfill such 32 game minimum totals by telecasting games on the Service so long as CSTV is available live in the markets of the participating members or by licensing the games through CSTV Regional within such markets. Furthermore, CSTV Regional shall make available a total of four (4) :30 units per game to the participating members of each game for institutional promotion use plus a total of two (2) :30 units per game to A10 for its promotion use. CSTV shall guarantee each A10 member institution a minimum total of at least two appearances per year through a combination of the Service and/or CSTV Regional.

6. SELECTION PROCESS- The game selection process shall be as follows:

- a. ESPN shall have the right to the first selection of up to eight games per year, provided such games are selected no later than July 1 prior to each season.
- b. CSTV shall have the right to select its eight CSTV national games telecasts, provided such games do not conflict with any A10 time windows on the eight ESPN games and such games are selected within 7 days of ESPN's final selections.
- c. After CSTV has selected its games, ESPN U shall have the right to select up to six games within the next five business days, provided such games do not conflict with any A10 time windows of the eight CSTV games and such games are selected no later than August 1 prior to each season.
- d. CSTV and CSTV Regional shall thereafter select its 34 games per year (or more, within CSTV's discretion), of which at least two shall be CSTV national game telecasts (as determined by CSTV).

7. LOCAL PACKAGES:

8. SCHEDULING:

CSTV shall not distribute any A10 men's intercollegiate basketball game at any time during which any ESPN game selected pursuant to Section 6(a) or 6(c) is distributed by ESPN, provided that ESPN distributes such ESPN game on the date and time originally identified by ESPN pursuant to Section 6(a) or 6(c), as applicable. A10 shall cause ESPN, ESPN2 and ESPNU not to distribute any A10 men's intercollegiate basketball game at any time during which any CSTV game selected pursuant to Section 6(b) is distributed by CSTV, provided that CSTV distributes such CSTV game on the date and time originally identified by CSTV pursuant to Section 6(b). CSTV otherwise shall not be subject to any scheduling restrictions (either for Service telecasts or telecasts through CSTV Regional), except that it will not require any school to commence a game later than 9pm local time. CSTV will discuss scheduling issues with the A10 conference office before approaching individual teams. During the term of the Distribution Arrangement, the A10 agrees to maintain a reasonable number of non-conference men's basketball games with Conference USA, the Mountain West Conference, Big East, ACC, SEC, Big Ten, Big 12 and Pac 10 (but in any event, no less than 20 total, either home or away, non-conference events per contract year, and an average of 25 such events per year over the term of the Distribution Arrangement), provided that upon request CSTV assists A10 in obtaining agreement of the other conferences to schedule such games.

9. CONFERENCE RE-ALIGNMENT OR PROBATION:

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13. INDEMNIFICATION: Each party agrees to indemnify and hold the other (and its affiliates, exhibitors, assignees, licensees, and their respective officers and employees) harmless against any liability, damage, costs and expenses (including reasonable attorneys' fees) occasioned by or arising out of any claim, demand or action inconsistent with any agreement, representation, grant or warranty made by the indemnitor hereunder. The indemnitee agrees to give the indemnitor prompt notice of any action to which the foregoing indemnity applies, and the indemnitee may participate in the defense of same, at its expense,

through counsel of its choosing; however, the final control and disposition of same (by settlement, compromise, or otherwise) shall remain with the indemnitor; provided, however, that no such claims shall be settled by the indemnitor in a manner prejudicial to the indemnitee's rights hereunder without the consent of the indemnitee, which shall not be unreasonably withheld. The indemnitor agrees to pay the indemnitee on demand any amounts for which it may be responsible under the foregoing indemnity.

14. MISCELLANEOUS:

A. **Force Majeure:** Notwithstanding anything herein contained to the contrary, neither party shall be liable to the other in damages because of any failure to perform hereunder caused by any cause beyond its control, including but not limited to fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of a public enemy, embargo, war, act of terrorism, act of God, any government ordinance or law, the issuance of any executive or judicial order, any failure or delay of any transportation agency, any failure or delay with respect to any electrical or sound equipment or transmission equipment or apparatus. **No Continuing Waiver:** No waiver by either party of any breach hereof shall be deemed a waiver of any preceding, continuing or succeeding breach of the same or any other term hereof. **Construction:** This Agreement shall be deemed made and is to be construed and interpreted under the laws of the State of New York applicable to contracts entered into and totally performed therein, and the parties agree that any legal action brought with respect to this Agreement must be brought in the State or Federal courts in New York City. The parties hereby submit to the jurisdiction of such courts. **Notices:** All notices, statements, payments and other communications given hereunder shall be made in writing, by personal delivery, or by mailing the same by postage prepaid by registered or certified mail return receipt requested, or by FedEx or similar overnight delivery service, or by facsimile transmission, to the other party, at the following address (unless either party at any time or times designates another address for itself by notifying the other thereof by certified mail, in which case all notices to such party thereafter shall be given at its most recently so designated address): A10 230

South Broad Street, Suite 1700
Philadelphia, PA 19102
ATTN: Linda Bruno, Commissioner
Phone: (215) 545-6678
Fax: (215) 545-3342

CSTV: CSTV NETWORKS, INC.
85 10TH Avenue
New York, NY 10011
ATTN: Chris Bevilacqua,
Executive Vice President and Co-Founder
Cc: General Counsel
Phone: 212-972-8999, ext. 235
Fax: 212-972-9876

Notices or reports given by personal delivery shall be deemed given on delivery. Notices or reports given by mail shall be deemed given on the earlier to occur of actual receipt thereof or on the fifth day following mailing thereof in accordance with the notice requirements of this Section. Notices or reports given by overnight delivery service (e.g., Federal Express) shall be deemed given on the next business day following delivery of the notice or report to such service with instructions for overnight delivery. Notices or

reports given by facsimile transmission shall be deemed given on the day of transmission if a business day, or on the next business day after the day of transmission if not transmitted on a business day.

E. Entire Agreement: This Agreement (including the annexed Exhibits which are hereby incorporated by reference and made a part hereof) supersede and cancel all prior negotiations, writings and understandings between the parties, including the Sports Program Agreement previously executed, and contain all of the terms of the agreement between parties in connection with the subject matter contemplated herein. No modification, including the definitive agreement, shall be valid unless in writing and executed by both parties. Confidentiality: Except as provided in Section 10, CSTV and A10 agree to keep confidential the terms of this Agreement and not to reveal such terms to any third party that is not owned or controlled by, or under common ownership and control with, the respective party making such disclosure (with the exception that (i) disclosure of the terms hereof to any legal and financial advisors of the disclosing party shall not be a breach, provided that such advisors are expressly made aware of and agree to be bound by, this confidentiality agreement; and (ii) each party shall be entitled to make disclosures to the extent required by law or appropriate court order, subject to such party's making reasonable efforts to prevent the public disclosure thereof; and (iii) each party shall be entitled to make such disclosures as may be reasonably necessary to enforce its rights hereunder). NCAA Rules: All of the rights granted herein shall be subject to NCAA rules. No inadvertent failure to comply with NCAA rules shall be deemed a breach of this Agreement; and CSTV agrees to use reasonable efforts to cure such breach prospectively. Annual Meetings: Upon A10's request, CSTV agrees to meet with A10 one time annually at a mutually agreed upon date and time to discuss any issues which may arise from this Agreement or CSTV's exercise of the rights granted hereunder. No Joint Venture: Nothing contained herein shall be deemed to create a relationship of joint venture, principal and agency relationship or partnership between the parties hereto, and neither party shall hold itself out to the contrary. Each party is acting as principal hereunder. Severability: The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement and in the event that any provision hereof is determined to be invalid or otherwise illegal, this Agreement shall remain effective and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein; provided, however that both parties shall negotiate in good faith with respect to an equitable modification of the provision, or application thereof, held to be invalid and provisions logically related thereto. Assignment: This Agreement shall be binding upon, and shall inure to the benefit of the parties and their successors, transferees and assigns, as permitted herein. Neither party shall transfer or assign this Agreement, or all or any part of its rights hereunder, to any other person, firm, corporation or entity without the prior written consent of the other party hereto; provided that no such consent shall be necessary for CSTV's assignment of all or any portion of its rights to any corporate successor thereto, or to any party owned or controlled by, or which owns or controls, or which is under common ownership or control with, CSTV. A10 Intellectual Property A10 (and its member institutions) shall at all times be the sole and exclusive owner of all names, logos, trade names, trademarks and service marks owned by the A10 and member institutions, which may not be used by CSTV in any manner (other than as authorized in this Agreement) without A10's prior written consent.

The parties hereto intend to enter into a more formal agreement consistent with the foregoing and including such other terms and conditions as are customary for license agreements of this scope, nature and within the college sports programming sector.

THE ATLANTIC 10 CONFERENCE

BY: [Signature]
TITLE: COMMISSIONER
DATE: 1-9-06

CSTV NETWORKS, INC.

BY: [Signature]
TITLE: President
DATE: 1/9/06

CSTV ONLINE, INC.

BY: [Signature]
TITLE: Treasurer
DATE: 1/10/06

