

whatsoever. In the event that the Program Supplier rejects the application of Company to provide the Programming to Subscriber, this Agreement shall be null and void. As soon as Company receives notification from the Program Supplier of any decision by the Program Supplier concerning Company's application to provide the Programming to Subscriber, Company shall give Subscriber written notice of such decision by the Program Supplier within thirty (30) days after Company receives notice of such action.

2. If company obtains the requisite approval of the Program Supplier under the above paragraph, Company shall furnish and install at Hotel a service wire (and terminal) and all other wires, equipment and materials necessary to supplement the facilities used by Subscriber to receive the basic service in order to provide for the reception of the Programming in each of the Rooms of Hotel (all wires, equipment and materials furnished by Company being hereinafter referred to as the "Reception Facilities"). The Reception Facilities shall remain the exclusive property of Company, and Subscriber shall have no legal or equitable interest whatsoever in the Reception Facilities. Subscriber, its employees and agents, shall not disturb, alter, move, or tamper with the Reception Facilities, and Subscriber, its employees and agents, shall not attach to the Reception Facilities, or permit the attachment of, any television sets or other devices (such as a video recorder) other than those television sets located in the Rooms of Hotel without the written permission of Company.

3. (a) Company shall transmit the programming from its amplification station to each of the Rooms of Hotel. Subscriber shall receive the Programming in every Room of Hotel, but Subscriber shall not receive, or attempt to receive, the Programming in any location other than a Room, including, without limitation, places of public access or accommodation, bars, lounges, restaurants, lobbies, hallways, ballrooms, meeting rooms, and places where any admission fee, cover charge or "minimum" is charged.

(b) Subscriber, upon receipt from Company of a sufficient number of current program guides, shall cause one such current program guide to be available in each Room of Hotel at all times. Subscriber shall also display a poster promoting the availability of the Programming in the lobby of, or other public access area in, its Hotel, if such poster is furnished by Company.

4. Subscriber shall not impose any special charge or fee on its guests for the privilege of receiving the Programming in any Room, including, without limitation, any incremental charge in addition to the usual fee or charge attributable to such Room. Subscriber shall not assign or sublet its right to receive the Programming from Company at Hotel without the express prior written consent of Company, and Subscriber shall not retransmit, copy, tape, or otherwise use for commercial purposes, or permit any other party to retransmit, copy, tape, or otherwise use for commercial purposes, any part of the Programming except as the Program Supplier and Company may specifically authorize in writing.

5. (a) Subscriber acknowledges and understands that the Program Supplier has the sole right and privilege to determine which feature films and other programming shall be included in the Programming and that the selection, scheduling, substitution, and withdrawal of any programs therein shall be in the sole discretion of the Program Supplier. Company has made no representations, warranties or other promises concerning the selection, scheduling, substitution and withdrawal of any programs in the Programming, and Company shall have no liability whatsoever to Subscriber with regard to the selection, scheduling, substitution or withdrawal of any programs by the Program Supplier. Furthermore, if the Program Supplier shall request that Company not cablecast any specific program or programs which would otherwise be included in the Programming and, when the Program Supplier makes any alternative program or programs available, that Company cablecast such alternative program or programs, Company shall have no liability whatsoever to Subscriber for refraining from cablecasting any program or programs at the request of the Program Supplier and, when the Program Supplier makes alternative programs available, for cablecasting any specific alternative program or programs.

(b) If Company reasonably concludes that a responsible segment of the community in which Hotel is located would regard any particular film or other program, or portion thereof, which is scheduled to be included in the Programming, as obscene or indecent and Company deletes such film or program from the Programming for that reason, Company shall have no liability whatsoever to Subscriber for the omission of such films or programs from the Programming.

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