

Subscriber shall be entitled to a credit against future Monthly Service Charges for the interruption or suspension of service to Subscriber resulting from such failure to transmit the Programming. Such credit shall be calculated by multiplying the regular Monthly Service Charge for the month during which such interruption or suspension of services occurs by a fraction having as its numerator the number of days' duration of such interruption or suspension of services and as its denominator the number of days in such month.

(b) Subscriber hereby acknowledges that the Program Supplier has no obligation or liability to Subscriber under this Agreement. Subscriber shall not assert any claim or cause of action against the Program Supplier for any claim or matter which relates to this Agreement. Company shall have no liability whatsoever to Hotel with regard to the specific content of the Programming. If Subscriber asserts any claim against the Program Supplier other than with regard to the specific content of the Programming and the Program Supplier seeks indemnity from Company under its agreement with Company for all liabilities, claims, costs, damages, and expenses of every kind arising out of any such claim by Subscriber, then Subscriber shall indemnify and hold Company harmless against any indemnification of the Program Supplier for all such liabilities, claims, costs, damages, and expenses of every kind arising out of such claim.

(c) Subscriber acknowledges that insofar as Subscriber is aware, the names and service marks "HBO" and "Home Box Office" are the exclusive property of HBO. Subscriber shall not utilize in any fashion the names "HBO" and "Home Box Office", or make commercial reference thereto, except upon such terms and conditions as shall have been first approved by HBO. At the request of Subscriber, Company shall assist Subscriber in the obtaining of the approval of HBO for the use of the names and service marks "HBO" and "Home Box Office" in the advertising of Subscriber. Subscriber shall not utilize in any fashion or make commercial reference to any name or service mark of any Program Supplier except as may be approved in advance by such Program Supplier.

10. (a) The term of this Agreement shall commence on the date hereof and shall continue from the first day of the calendar month which follows the date on which Company first provides the Programming to Subscriber for the number of months or years shown on Schedule A. The term of this Agreement shall be automatically extended for successive periods of one year thereafter unless one party notifies the other party in writing at least one hundred twenty (120) days prior to the end of the term or the extension then in effect of the intention of that party to terminate this Agreement at the end of the term or extension then in effect.

(b) In the event that the Program Supplier shall terminate for any reason or no reason the right of Company to provide Subscriber with the Programming, Company shall have the right to terminate this Agreement without any liability whatsoever to Subscriber by giving Subscriber prompt written notice of the withdrawal of the authorization of Company to provide the Programming to Subscriber.

(c) Company shall not have the right to increase the Per Room Rate as shown on Schedule A for the period of time for which the rate is shown on Schedule A as not being subject to change. Thereafter, Company shall have the right to increase the Per Room Rate by giving Subscriber at least sixty (60) days prior written notice of the proposed increase and the effective date thereof. Subscriber shall have the right to terminate this Agreement as of the effective date of such proposed increase by giving Company written notice of termination within thirty (30) days after receipt of the notice of the proposed increase, and unless Subscriber shall so terminate, this Agreement and the increased rate shall continue in full force and effect.

(d) In the event (i) Subscriber defaults in paying any monies due hereunder within ten (10) days of when due, or (ii) Subscriber makes any misrepresentation to Company or otherwise defaults in the performance of any terms, covenants, conditions or provisions herein contained binding upon Subscriber and such default shall not be remedied within thirty (30) days of written notice thereof which shall have been given by Company to Subscriber, Company, in addition to such other rights and remedies as it may have under this Agreement and in law or equity, may disconnect Subscriber from both the basic cable television service and the Programming until such default is remedied and thereafter to charge a fee for reconnection, or, at Company's option, in lieu or in addition to disconnecting Subscriber, may, in addition to such other rights and remedies as it may have under this Agreement and in law or equity, terminate this Agreement by giving written notice to Subscriber. In the event Company's Agreement with the Program Supplier is terminated for any reason, or the Program Supplier ceases providing service to any Hotel shown on Schedule A hereto, and Company fails within thirty (30) days to reinstate the Programming with the Program Supplier or another program supplier, Company may terminate this Agreement by giving written notice to Subscriber. In the event Company defaults in the

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