

REMOTE DEMONSTRATION AGREEMENT

This Remote Demonstration Agreement (this "**Agreement**") dated as of Feb. 28, 2006, sets forth the agreement between Modeo LLC with an address at 510 Bering Drive, Suite 600, Houston, Texas 77057 ("**Modeo**") and Harris Corporation with an address at 1025 West NASA Boulevard, Melbourne, Florida 32919 ("**Company**"), and contains the terms and conditions upon which Modeo shall provide Company with access to its DVB-H network operated in the 1670-1675 MHz frequency band (the "**Service**") which will enable Company to receive audio and visual programming services (the "**Content**").

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Modeo and Company (each, a "**Party**") hereby agree as follows:

1. **No Charge.** Company shall be permitted to use the Service in compliance with the terms of this Agreement free of charge.

2. **Term.** This Agreement shall be in force from April 21 through April 27, 2006 (the "**Term**"), unless this Agreement is terminated prior to that date pursuant to Section 10.

3. **Observation/Feedback.** Modeo shall have the right to observe Company's use of the Service during the Term. Upon Modeo's request, Company shall provide feedback to Modeo regarding the Service, including with regard to suggested improvements, compatibility, user interface and overall satisfaction. Any alterations made to or suggested for the Service or Content by Company shall be the exclusive property of Modeo, together with all rights therein, and Company shall retain no rights, interests, license or title whatsoever thereto.

4. [Intentionally omitted]

5. **Restrictions on Use.** Company's right to use the Service is specifically limited to the right to demonstrate, test and evaluate the Service at or in close proximity to the Las Vegas Convention Center and the Las Vegas Hilton. Company's right to use the Service is further limited to receiving only that multiplexed Content identified by Modeo as "**Region 1**" Content, as such Content may be modified by Modeo from time to time ("**Authorized Content**"). Modeo will provide Company with access codes or other authorizations to permit Company to receive the Authorized Content. Company agrees that it will take no action, including without limitation, altering, modifying or otherwise changing the settings on any transmitter or other equipment in order to receive Content other than or in addition to the Authorized Content. Company shall not in any manner whatsoever interfere with, prevent, modify or change the transmission, use or reception of the Service or Content in any way whatsoever, including without limitation in a manner as to technically or technologically alter, weaken or defeat the receipt, digitization, use, display or compression of the Service or Content. Company shall not use the Service in any manner to produce, market or support products or services nor shall it record, copy, duplicate, rebroadcast, redistribute, reroute or otherwise transmit Content. Company shall cause all employees who have access to the Service to comply with the terms of this Agreement, though the Company shall be primarily responsible for any breaches hereof by such employees. Company's use of the Service shall not interfere with Modeo's or its affiliates' operations or use of the Service. Company and Modeo shall comply with all applicable laws.

6. **Title.** Modeo and/or its vendors or providers retain all right, title and interest to the Service and Content, and Company shall obtain no titles, licenses, rights or interests whatsoever with respect thereto.

7. **Intellectual Property Rights.** All right, title and interest to all intellectual property with respect to the Service and Content, including that which may be or become protectable by patent, copyright, trademark, trade secret or similar laws, shall remain exclusively with Modeo, its vendors or the provider of Content, as applicable. No license or other right of any kind is granted by Modeo's furnishing the Service to Company, except for the limited right to use and test the Service and receive the Authorized Content as expressly provided in this Agreement. Company shall not use any copyrights, trademarks, trade names, names, logos, programs or other intellectual property of any Content provider or Modeo in any way.

8. **Service Level.** Modeo makes no guarantee as to the quality or functionality of the Service or Content. Furthermore, Company acknowledges that the Service may at any time, with or without notice, cease transmission for any or no reason whatsoever.

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9. **Future Availability.** Company has been informed that Modeo intends to commercially release the Service, and Company hereby agrees that, by virtue of this Agreement, it receives no (and hereby waives any) right, title, interest, claim or entitlement whatsoever to the Service or Content or any future products, service offerings or other rights.

10. **Termination.** Either Party may, at its sole discretion, terminate this Agreement and Company's use of the Service by providing at least three (3) business days' written notice to the other Party. Notwithstanding any provision herein to the contrary, all the rights and obligations of the Parties pursuant to this Agreement (except those contained in Sections 6, 7, 11, 12, 13, 14 and 15 shall survive the expiration or earlier termination of this Agreement. Termination of this Agreement shall not extinguish any liability that arises before the termination of this Agreement.

11. **Confidentiality of Information.** The Parties acknowledge that any information or materials disclosed or provided to the other Party pursuant to this Agreement may contain the confidential information ("**Confidential Information**") of the other Party. The Parties acknowledge and agree that any such Confidential Information shall be governed exclusively by the terms and conditions of the Non-Disclosure Agreement dated 7.14.04, between Company and Modeo which is incorporated herein by this reference.

12. **Disclaimer of Warranties.** COMPANY ACKNOWLEDGES THAT THE SERVICE AND CONTENT HAVE NOT BEEN SUBJECT TO QUALITY ASSURANCE TESTING AND MAY HAVE ERRORS OR DEFECTS. MODEO MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICE OR CONTENT, AND SPECIFICALLY DISCLAIMS, AND COMPANY HEREBY WAIVES TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTIES OF ANY SORT.

13. **Remedies.** Company agrees that violation of Sections 5, 6, 7 and 11 of this Agreement or failure to cease using the Service after termination or expiration of the Agreement may result in irreparable and immeasurable harm which could not be compensated adequately by monetary damages and accordingly, in such case, Company agrees that Modeo shall be entitled to injunctive relief and other equitable remedies. Company shall indemnify and hold Modeo and its affiliates harmless from and against any losses, claims, damages, liabilities, costs or expenses incurred and arising or resulting from Company's Service or breach of any of the terms hereof.

14. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, ACTUAL, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SERVICE, CONTENT OR ANY PERFORMANCE OF THIS AGREEMENT.

15. **Miscellaneous.** This Agreement shall be construed in accordance with the internal laws of the State of Texas. This Agreement is personal to Company. Company may not assign or otherwise transfer any rights or obligations under this Agreement without Modeo's consent. This Agreement contains the entire understanding and agreement of the Parties relating to the subject matter hereof, and no Party shall have any rights or obligations except as set forth herein. Any amendments to this Agreement must be in writing and signed by the authorized representatives of each Party.

IN WITNESS WHEREOF this Agreement has been duly executed and delivered by each Party as of the date first above written.

HARRIS CORPORATION

By: Jack O'Dear
Name: Jack O'Dear
Title: National Accounts Manager

2 MARCH 2006

MODEO LLC

By: Michael Ramke
Name: Michael Ramke
Title: VP