SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING

April 12, 2021

**Time: Immediately Following the
Meeting of the Board of City Commissioners**

**City Council Chambers
111 North Elm**

A G E N D A

1. **Meeting called to order**

2. **Declaration of a quorum**

3. **Consider Approval of Minutes of Regular Meeting of February 8, 2021**

4. **Acknowledge Retransmission and Programming Agreement Renewals Between the Sallisaw Municipal Authority and Various Programmers**

5. **Discuss Current Status of DiamondNet Video Rates and Future Outlook**

6. **Receive Update on the GRDA Power Cost Adjustment Related to the February Winter Storm**

7. **Administrative Reports**

8. **Adjourn**

Posted: **APRIL 8, 2021**
Time: **3:30 P.M.**

Dianna Davis

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

FEBRUARY 8, 2021

The Sallisaw Municipal Authority met in a regular meeting on February 8, 2021, in the Wheeler Event Center, located at 103 North Wheeler. Notice of the meeting was given by e-mailing the agenda to Sequoyah County Times; by posting at city hall; by posting on the city website and, by giving notice to the City Clerk.

Members Present:	Ernie Martens,	Chairman
	Ronnie Lowe,	Trustee, Ward 1
	Philip Gay	Trustee, Ward 2
	Julian Mendiola	Trustee, Ward 3
	Shannon Vann,	Trustee, Ward 4
Members Absent:	(None)	
Staff present:	Keith Skelton,	General Manager
	John R. Montgomery,	City Attorney
	Dianna Davis,	Secretary
	Keith Miller,	Building Development Director
	George Bormann,	Grants Admin/Eco Dev Dir
	Terry Franklin,	Chief of Police
	Beau Gabbert,	Police Captain
	John Weber,	Police Captain
	Randy Jones,	Wastewater Treatment Supervisor

Others present: Roy Faulkenberry; Pam Gay; Josh Bailey; Andrea Weber; Mark Walters; Laura, KXMX.

Chairman Martens called the meeting to order at 6:31 p.m. and declared a quorum was present.

CONSIDER APPROVAL OF MINUTES OF REGULAR MEETING OF JANUARY 11, 2021

Motion was made by Lowe, seconded by Vann, for approval. Vote: Lowe aye; Vann aye; Gay aye; Mendiola aye; Martens aye. Motion carried 5-0.

DISCUSSION AND POSSIBLE APPROVAL OF ENGINEERING AGREEMENT BETWEEN THE SALLISAW MUNICIPAL AUTHORITY AND NEEL HARVELL AND ASSOCIATES FOR THE DESIGN AND OTHER PROJECT TASKS RELATED TO THE CONSTRUCTION OF A LEACHATE PUMPING SYSTEM AT THE SALLISAW LANDFILL FACILITY, IN THE AMOUNT OF $112,500.00

Motion was made by Mendiola, seconded by Vann, for approval. Vote: Mendiola aye; Vann aye; Gay aye; Lowe aye; Martens aye. Motion carried 5-0.

ADMINISTRATIVE REPORTS

None.

Motion was made by Lowe, seconded by Vann, to adjourn the meeting there being no further business. Vote: Lowe aye; Vann aye; Gay aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting adjourned at 6:34 p.m.

APPROVED the ____**12th**____ day of ____**APRIL**____ **2021**.

____
SECRETARY TO THE AUTHORITY

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date:	April 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Retransmission and Programming Renewals

ITEM TITLE: Acknowledge Retransmission and Programming Agreement Renewals Between the Sallisaw Municipal Authority and Various Programmers

INITIATOR: Director of Finance

STAFF INFORMATION SOURCE: Director of Finance

BACKGROUND: Staff requests acknowledgement of renewals of various video programming contracts.

EXHIBITS:
1. 2020.Tegna thru NCTC
2. Tennis_Sinclair Summary 2021-2023
3. Nexstar_Sallisaw Municipal Authority (DiamondNet) WGNA 01012021-10312023
4. 12.15.2020_Hearst Final_KHBS
5. Sinclair Retrans 2021-2023
6. Scripps_Retrans_KJRH_Sallisaw RCLA (2021-2023) - FINAL
7. Nexstar_Sallisaw Municipal Authority (DiamondNet) RCA 11012020-10312023
8. Outdoor Channel_Summary
9. Disney-ESPN Media Networks
10. RFD-1
11. Fox College Sports Summary
12. Sportsman Summary-1
13. Fox Network Group Summary
14. Trinity Broadcast Networks Summary-1
15. NFL-Redzone Summary
16. C-Span Summary auto renewal
17. Discovery Communications Summary

KEY ISSUES: N/A

FUNDING SOURCE: SMA

RECOMMENDATION: Acknowledge retransmission and programming agreement renewals.

Reference 11/6/2020

Tegna Retransmission Consent Agreement

Contract Term

January 1, 2021 through December 31, 2023

Description

This agreement includes all of the Stations owned or operated by Tegna listed at the end of this summary, as well as any multicasts offered as part of the Station.

Opt-In – Members in good standing that have designated NCTC as their bargaining agent pursuant to the TV Act may opt in to the agreement (which may be accomplished formally through participation in the Buying Group Agreement or informally by providing NCTC with your designation via email)

- Members with a direct retransmission consent agreement with Tegna that expires on or before 12/31/20 must opt in **by December 2, 2020**.
- Members with a direct retransmission consent agreement with Tegna that expires on or before July 31, 2021 must opt in **30 days prior the expiration** of their direct agreement with Tegna
- Members with a direct retransmission consent agreement with Tegna that expires **on or after August 1, 2021** may only opt into this agreement with Tegna's approval
- "Date of Election" (meaning the effective date of the Agreement) for members with a direct retransmission consent agreement with Tegna that expires on or before 12/31/20 is 1/1/21
- "Date of Election" (meaning the effective date of the Agreement) for members with a direct retransmission consent agreement with Tegna that expires after 12/31/20 is the date immediately following expiration of the direct agreement
- "Date of Election" (meaning the effective date of the Agreement) for all other members is the date the member opts into this agreement

How To Participate in this Agreement

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

GRANT OF RIGHTS

Members are granted the right to distribute the Stations:

- Via traditional cable, SMATV and/or facilities-based IPTV and other multichannel distribution systems via closed circuit paths; rights *do not* include retransmission via the Internet or over wireless means to mobile or other devices outside the home (other than TVE – see below)
- Applies to all systems (see "System" definition) located within a Station's DMA or outside the Station's DMA, to the extent permitted by a Station's affiliation agreement with the applicable broadcast network group, where the Station is deemed "significantly viewed" or where the Station is distributed as of the Effective Date (subject to out of market delete rights – see below).
  - No out-of-market distribution of a Fox-affiliated Station is permitted
  - Out-of-market distribution of a CBS-affiliated Station is subject to the restrictions defined in Exhibit G; If you **distribute a CBS-affiliated Station out-of-market**, carefully review Exhibit G BEFORE you opt-in to this Agreement so that we can address this with Tegna
  - No obligation to distribute out of market
- All carriage is subject to restrictions applied by the Station's network or program suppliers, in which case Tegna may terminate its consent
- Distribution of CBS-affiliated Stations are subject to the additional terms in Exhibit C; if you distribute a CBS-affiliated Station and are not able to comply with the terms in Exhibit C, notify NCTC BEFORE opting into this Agreement
- Acquired systems and stations shall be added to the agreement
- See list of Tegna Stations and multicasts attached to the end of this summary

DISTRIBUTION OBLIGATIONS

- PRIMARY STREAM: Must retransmit a Station's primary stream on the basic tier of service in the DMA of the applicable Station to the extent the system can receive a good quality signal
  - A system must down-convert a primary stream and any Big 6 Multicast to standard definition digital and/or analog. Down-converted streams must be of equal or better quality to any other similarly formatted programming feed and must be delivered in the same aspect ratio as delivered by the Station unless otherwise approved
  - **Big 6 Networks** are ABC, NBC, CBS, Fox, CW and MyNetworkTV
- MULTICASTS: Must retransmit a Station's multicast streams in the DMA of the applicable Station to the extent the system can receive a good quality signal
  - No cap on multicast streams per Station; **if your current direct Tegna Agreement caps multicasts, please contact NCTC BEFORE opting into this agreement so that we can address this with Tegna**
  - No obligation to launch (and may discontinue carriage of) multicasts that:
    - Are not broadcast on a full-time basis
    - Duplicates substantially all of the content of any broadcast station or cable service already carried by the System as of the Date of Election or the date the multicast is launched (whichever is later); not applicable to any multicast affiliated with a Big 6 Network; the multicast must be launched within 60 days from the date when it no longer duplicates the content of an existing station or service
    - Contains home shopping, infomercials, advertorials or other paid programming for more than 6 hours per day between 6 AM and Midnight
    - In any out-of-market system
  - Members do not have an obligation to distribute multicasts in systems (1) that have less than 750 MHz of bandwidth capacity and (2) that do not carry any local broadcast station's multicast streams until (1) and/or (2) no longer apply (please notify NCTC if this applies to you)
  - Newly launched multicasts must be launched by members within 60 days after notice from Tegna
- OUT OF MARKET:
  - Distribution of a Station outside the Station's DMA is only permitted where the Station is deemed "significantly viewed" or where the Station is distributed as of the Effective Date, but subject to the

Station's affiliation agreement with the applicable broadcast network group allowing such out of market carriage.
        - No out-of-market distribution of a Fox-affiliated Station is permitted
        - Out-of-market distribution of a CBS-affiliated Station is subject to the restrictions defined in Exhibit G; If you **distribute a CBS-affiliated Station out-of-market**, carefully review Exhibit G BEFORE you opt-in to this Agreement
    - Systems distributing any **OUT OF MARKET** Stations **MAY DELETE** the entire signal or the Station's multicasts at any time with 30 days' prior written notice**. PLEASE BE AWARE THAT THERE WILL BE A FEE FOR OUT OF MARKET CARRIAGE** (see "Rates" below for more information).
- PACKAGING/SUBSCRIBERS**:** Primary streams and Big 6 Network Multicasts must be distributed on the basic tier of service such that all Subscribers are capable of receiving the signal; Subscriber means any customer authorized by a member to receive video services from or through a System, but does not include customers receiving video programming from a system via a technology other than those permitted in this agreement (for example, via the Internet (OTT))
- SIGNAL BANDWIDTH: Primary streams and multicast streams of a Station broadcast pursuant to ATSC 1.0 standards, in aggregate, must be contained within a 6 MHz channel if the Station is received via over-the-air broadcast; Members are not required to retransmit the portions of the signal that exceed that limit
- SPLIT SYSTEMS: Not addressed
- HD/SD CARRIAGE:
    - All subscribers that are capable of receiving and viewing HD format signals shall receive the Station's HD programming streams in HD
    - A system must down-convert a full-power HD primary stream and any Big 6 Multicast in HD to SD digital and/or analog format
- GOOD QUALITY SIGNAL: Systems have **NO OBLIGATION** to distribute a Station if they are not able to receive a good quality signal
- MANNER OF RETRANSMISSION:
    - Must be distributed without interruption or alteration or material degradation and with a technical quality equal to or better than all other similarly-formatted digital signals.
- EAS: Members may not preempt, override, interrupt, force-tune or alter EAS messages, or news or weather-related emergency information that a Station provides, except to the extent required by Section 11.51 of the FCC's rules
- ATSC 3.0: A Station may transition to ATSC 3.0. If a Station enters into a hosting arrangement where the Station is hosted by another broadcast station in the DMA, members must continue to distribute the ATSC 1.0 program stream to the extent the system can receive a good quality signal. No rights are granted to an ATSC 3.0 program stream.

READ CARRIAGE OBLIGATIONS (ON PAGES B-1 and B-2 and Exhibit C (if you distribute a CBS affiliated Station) of the Agreement) VERY CLOSELY! If you have any concerns about these obligations or feel like your company cannot abide by the terms in the Agreement, please let us know BEFORE you opt in to this Agreement.

RATES

	Date of Election – Dec. 31, 2021	2022	2023
Big 4 Stations	$5.37	$5.96	$6.62
CW or MyNetwork Stations	$1.60	$1.75	$1.90
Primary Channel that is not affiliated with any Big 6 Network**	$1.60	$1.75	$1.90
All Other Stations and Multicasts	$0.00	$0.00	$0.00

** The Rates for each Primary Channel that is not affiliated with any Big 6 Network shall only apply to a full-power station that broadcasts at least 10 hours of local content each week, including KONG. There is no rate for a Primary Channel affiliated with a nationally distributed network that is traditionally distributed as a multicast network, such as Quest or MeTV, if the Primary Channel broadcasts such network's national programming on a full-time basis with no substantial insertion of locally programmed content.

- OUT OF MARKET RATES: Rates are reduced by 50% for out of market distribution; members are able to delete out of market distribution (see delete rights above); **<u>If your out of market rates are reduced by more than 50% in your current direct Tegna Agreement, please contact NCTC BEFORE opting into this agreement so that we can address this with Tegna</u>**
- BULK: Standard bulk calculation with 50% minimum floor
- OTHER:
  - **<u>No credits are permitted after 12 months</u>** from the last day of the applicable calendar month; substantiation for the credit must be provided to Tegna; a member may only take a credit for a calendar month once; reimbursement for the credit may either be taken as a credit against a payment or may be issued in a check from Tegna

OTHER CONTRACT PROVISIONS

- **<u>Deletion of Station</u>**: Not permitted, except that out of market carriage may be dropped at any time. Also, systems may drop if the Station isn't delivering a good quality signal
- **<u>Acquired Systems</u>**: Any acquired systems in a Station's DMA or in an area that is significantly viewed must be added to this agreement (no requirement to launch out-of-market)
- **<u>Acquired Stations</u>**: Any acquired station shall be added to this Agreement
- **<u>Gratis/Bad Debt</u>**: Gratis and Bad Debt deductions allowed; Cap of 0.5% on Bad Debt
- **<u>Channel Position</u>:**
  - Must continue to carry on the channel position the program stream was on as of the Date of Election
  - Big 4 Networks, CW and MyNet program streams not carried as of the Date of Election must be launched on a mutually agreed upon channel contiguous with and in the neighborhood of other stations affiliated with a Big 4 network
  - All other program streams not carried as of the Date of Election must be launched on a mutually agreed upon channel in the neighborhood of similarly formatted program streams of other multicasts located in the DMA
- **<u>Guide</u>:** With respect to non-numerical program guides, program streams must be listed in the same neighborhood as, and in a non-discriminatory manner vis-à-vis, the similarly formatted programs streams for other stations
- **<u>Down-conversion</u>:** A system may down-convert a signal to SD or analog format; Down-converted streams must be of equal or better quality to any other similarly formatted programming feed and must be delivered in the same aspect ratio as delivered by the Station unless otherwise approved
- **<u>Fast-Forwarding/Deletion of Ads</u>**: Members may not provide features/devices that automatically or upon a customer's election deletes ads or other material form a program stream (including automatic skipping through ads) without the need to press a fast-forward button

- **Technical Contacts:** Tegna and members must provide technical contact information to address technical issues that arise
- **Transport Fees:** No member may charge any cable operator or other entity that is not a Subscriber a fee for the local transport of a Station's signal

ADVANCED RIGHTS

- Rights granted for the following (with no obligation) (see following pages for more detail).
  - TVE
  - In-Home Streaming
  - Must be delivered to a television set or a set-top box (including through applications on those devices designed for the reception of video programming streams and over which member controls the authorization of a customer) or to other devices located within a Subscriber's residential premises to the extent permitted by a member's direct agreement (including through an NCTC agreement) with the broadcast network

- The following are not addressed or no rights are granted in this Agreement:
  - VOD
  - Start Over/Look Back
  - STB Streaming (sling technology or remote access)
  - Transfer Technology
  - OTT

- No specific grant of rights for of the following, but nothing prohibits the use by Subscribers of personal home video recording equipment, such as VCRs, DVRs or similar customer-initiated, personal, in-home equipment for viewing any program stream on a television set solely to the extent such use is authorized by law without a license from Tegna.
  - Remote Storage or Cloud DVR

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD rights are not granted in this agreement.

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE/Out-of-Home Streaming is addressed in Section 1(e) of Exhibit B and Exhibits D and E of the agreement. This summary does NOT incorporate all of the terms related to TVE.

Rights to distribute TVE/Out-of-Home Streaming content are granted for Stations with ABC and NBC affiliations. There is no obligation to implement TVE related to the Stations, but any implementation of TVE is subject to certain launch obligations described below.

Additional terms regarding TVE/Out-of-Home Streaming distribution are as follows:

- Network Websites/Apps: There are currently no Tegna-specific websites/apps where content is authenticated.
    - ABC: Members must authenticate the Stations if they are included on ABC's access points as required in the ABC TVE Agreement (the agreement between member (or NCTC) and ABC for ABC owned stations).
    - NBC: Members must authenticate Stations through NBC's access points upon NBC's request

- Obligation to Authenticate: N/A
- Linear Feed Rights:
  - ABC: ABC will make linear feeds of the Stations available through ABC's Access Points as set forth in the ABC TVE Agreement; Tegna may offer a linear feed on its website/apps, if it chooses
  - NBC: Members must access Stations through NBC's access point; Tegna may offer a linear feed on its website/apps, if it chooses
- VOD Rights: No (Network VOD content is offered through deals directly with the Network)
- Websites and apps as of the execution date: Not currently authenticating TVE content on Tegna's websites/apps
- Reporting Requirements/Usage Data: N/A
- Member Advertising Avails: N/A
- Other: None

- Member Websites/Apps ("hosting" content): Yes
  - ABC: Must be party to a ABC TVE Agreement
  - NBC: Must be party to a VOD or TVE agreement with NBC (including through NCTC) or otherwise have approval from NBC
  - **IF YOU ARE INTERESTED IN HOSTING AN ABC OR NBC STATION ON YOUR TVE PLATFORM, PLEASE READ THE APPLICABLE EXHIBIT D AND/OR EXHIBIT E VERY CAREFULLY! THERE ARE A NUMBER OF OBLIGATIONS YOU WILL NEED TO COMPLY WITH AND THIS SUMMARY DOES NOT LIST THEM ALL.**
  - Obligation to Authenticate: No obligation to include a Station on member's TVE platform.
  - Linear Feed Rights: Yes; the rights-cleared linear feed of the Station; limited to access when subscribers are located in the Station's DMA (or, for ABC, outside the Station's DMA in an area where the Station is "significantly viewed").
    - NBC: If Tegna offers a rights-cleared feed, members must distribute that feed or may real-time encode the NBC feed in accordance with NBC's technical specifications, provided that the member complies with all blackout instructions and can implement DAI
  - VOD Rights: No
  - Website/App Branding:
    - ABC: Access points "owned and controlled" by, and solely branded with, the member
    - NBC: Member's owned, operated and branded websites and applications
  - Reporting Requirements/Usage Data:
    - ABC: Members must comply with the same requirements as set forth in the ABC TVE Agreement
    - NBC: Members must provide the most robust reporting and usage data to Tegna and NBC that it provides with respect to any other Big 4 local broadcast station, subject to directly related terms and conditions (and at least equivalent to what members provide for NBC O&O stations)
  - Device/Stream Restrictions:
    - ABC: Members must comply with the same requirements as set forth in the ABC TVE Agreement
    - NBC: No specific limit, but see DRM requirements below for security obligations
  - DRM Requirements:
    - ABC: Members must comply with the same requirements as set forth in the ABC TVE Agreement
    - NBC: Members must maintain all industry standard, reasonable and practical content protection and security measures, which shall be no less protective that the systems and protocols members apply to other authenticated video programming services
  - Measurement/Nielsen:
    - ABC: Members must comply with the same requirements as set forth in the ABC TVE Agreement
    - NBC: Members must pass through or regenerate all standard Nielsen (or successor) signaling information included in the stream and will otherwise support measurement of viewing in a manner no less favorable than any other video programming service
  - DAI:
    - ABC: Members must comply with the same requirements as set forth in the ABC TVE Agreement

        ▪ NBC: Members must integrate NBC's ad server (currently FreeWheel) in accordance with VAST and support DAI within such linear stream as required by NBC
    - Member Advertising Avails: N/A; no ad avails granted on Stations
    - Content Branding Requirements:
        - ABC: Must offer a branded network page for the ABC Television Network; Must also offer at least one branded page per ABC Network program (and that page may not include advertising); programs must be featured in a non-discriminatory manner and recommendation features may not intentionally disadvantage the ABC network programs
        - NBC: Must treat the Station in a non-discriminatory manner with respect to branding, navigation and end user interface as compared to all other broadcast stations (no page branded with NBC may include advertising)
    - Other:
        - ABC: Members must provide Tegna with the same technical and integration requirements that it does for ABC pursuant to the ABC TVE Agreement; Must be offered on the same video player utilized in connection with an ABC-owned station under the ABC TVE Agreement; authenticated content must be offered on third party websites/apps as required in the ABC TVE Agreement
        - NBC: None
- Requirements/Conditions on Authentication:
    - General Requirements: TVE Content may only be distributed to Station Subscribers located in the Station's DMA (or, for ABC, outside the Station's DMA in an area where the Station is "significantly viewed"). Members may not charge Service Subscribers to receive the TVE Content.
    - Notice Requirement: Members must give Tegna written notice of launch within 30 days
    - Authentication Provider/Third-Party Vendor: No providers are specifically approved
    - Permitted Devices:
        - ABC: Those devices approved by ABC pursuant to the ABC TVE Agreement
        - NBC: Desktop, laptop, netbook and tablet computers, mobile phones and other Internet connected devices on which the linear streams of NBC O&O stations may be streamed or as otherwise approved by NBC
    - Other Requirements/Conditions: None

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is not specifically addressed in the agreement (other than Exhibit C) nor is it prohibited.

- In-Home Streaming rights for CBS Stations are contemplated in Section 6 of Exhibit C of the agreement
    - If a member delivers any programming service to Nielsen measured devices via In-Home Retransmission to Subscribers in a System distributing a CBS Station, it must notify Tegna and must transmit the CBS stream via In-Home Retransmission to Nielsen measured devices, subject to the requirements imposed by Tegna or CBS network.

START-OVER/LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over and Look Back rights are not granted in this agreement.

CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR is not specifically addressed, but Section 10 of Exhibit B states that nothing prohibits the use by Subscribers of personal home video recording equipment, such as VCRs, DVRs or similar customer-initiated, personal, in-home equipment for viewing any program stream on a television set solely to the extent such use is authorized by law without a license from Tegna.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming rights are not addressed in this agreement.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology rights are not addressed in this agreement.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT rights are not granted in this agreement; no right to distribute the Stations via the open Internet or wireless technology.

STATION LIST

Station	Market	Virtual Ch.	Affiliation as of Execution Date
WFAA	Dallas	D1	ABC
		D2	Local (tower cameras)
		D3	True Crime Network
		D4	Quest
WUSA	Washington DC	D1	CBS
		D2	True Crime Network
		D3	Quest
KHOU	Houston	D1	CBS
		D2	Bounce TV
		D3	True Crime Network
		D4	Quest
		D5	Circle
KTBU	Houston	D1	Quest
		D2	CBS (KHOU simulcast)
		D3	Vietsky
		D4	Nacion
		D5	[OPEN]
		D6	VietfaceTV
WXIA	Atlanta	D1	NBC

Station	Market	Virtual Ch.	Affiliation as of Execution Date
		D2	MyNet (WATL simulcast)
		D3	True Crime Network
		D4	Quest
WATL	Atlanta	D1	MyNet
		D2	ThisTV
		D3	Antenna TV
		D4	NBC (WXIA Simulcast)
WTSP	Tampa	D1	CBS
		D2	Antenna TV
		D3	True Crime Network
		D4	Quest
		D5	Telemundo
KPNX / KNAZ[1]	Phoenix	D1	NBC
		D2	12News Weather
		D3	True Crime Network
		D4	Quest
KING	Seattle	D1	NBC
		D2	True Crime Network
		D3	Quest
KONG	Seattle	D1	IND
		D2	Bounce TV
		D3	ThisTV
KARE	Minneapolis	D1	NBC
		D2	Court TV
		D3	True Crime Network
		D4	Quest
		D5	Circle
KUSA	Denver	D1	NBC
		D2	COZI
		D3	True Crime Network
		D4	KUSA (Simulcast of 9.1)
		D5	Quest
		D6	Circle
KTVD	Denver	D1	MyNet
		D2	H&I
		D3	NBC (KUSA Simulcast)
WKYC	Cleveland	D1	NBC
		D2	True Crime Network
		D3	COZI
		D4	Quest
KXTV	Sacramento	D1	ABC
		D2	True Crime Network
		D3	Bounce TV
		D4	Quest
KSDK	St. Louis	D1	NBC
		D2	Bounce TV
		D3	True Crime Network
		D4	Quest
KGW	Portland, OR	D1	NBC
		D2	True Crime Network
		D3	Quest
WCNC	Charlotte	D1	NBC

[1] Satellite of KPNX

Station	Market	Virtual Ch.	Affiliation as of Execution Date
		D2	True Crime Network
		D3	Court TV
		D4	Quest
WTHR	Indianapolis	D1	NBC
		D2	DABL
		D3	MeTV
		D4	True Crime Network
		D5	Quest
		D6	Circle
KFMB	San Diego, CA	D1	CBS
		D2	CW
		D3	Grit
		D4	True Crime Network
		D5	Quest
KENS	San Antonio	D1	CBS
		D2	Liberman-Estrella
		D3	True Crime Network
		D4	Quest
		D5	Circle
WTIC	Hartford	D1	FOX
		D2	Antenna TV
		D3	[OPEN]
		D4	True Crime Network
WCCT	Hartford	D1	CW
		D2	Court Tv
		D3	Comet
		D4	Stadium
WBNS	Columbus	D1	CBS
		D2	MeTV
		D3	DABL
		D4	True Crime Network
		D5	Quest
		D6	Circle
KVUE	Austin	D1	ABC
		D2	Liberman-Estrella
		D3	True Crime Network
		D4	Quest
		D5	Circle
WPMT	Harrisburg	D1	FOX
		D2	Antenna TV
WTLV	Jacksonville, FL	D1	NBC
		D2	Antenna TV
		D3	True Crime Network
		D4	Court Tv
WJXX	Jacksonville, FL	D1	ABC
		D2	Weather
		D3	Quest
		D4	Escape
WVEC	Norfolk	D1	ABC
		D2	True Crime Network
		D3	MeTV
		D4	Quest
WFMY	Greensboro	D1	CBS
		D2	True Crime Network

Station	Market	Virtual Ch.	Affiliation as of Execution Date
		D3	Court Mystery
		D4	Quest
		D5	Circle
WHAS	Louisville	D1	ABC
		D2	True Crime Network
		D3	Quest
		D4	Court TV
WZZM	Grand Rapids	D1	ABC
		D2	[OPEN]
		D3	True Crime Network
		D4	Quest
WWL	New Orleans	D1	CBS
		D2	True Crime Network
		D3	Decades
WUPL	New Orleans	D1	MyNet
		D2	Quest
		D3	H&I
		D4	Escape
WATN	Memphis	D1	ABC
		D2	Laff
		D3	Cozi
WLMT	Memphis	D1	CW
		D2	MeTV
		D3	Start TV
WGRZ	Buffalo	D1	NBC
		D2	Antenna TV
		D3	True Crime Network
		D4	Quest
KTHV	Little Rock-Pine Bluff	D1	CBS
		D2	Court TV
		D3	True Crime Network
		D4	Quest
		D5	Circle
WBIR	Knoxville	D1	NBC
		D2	MeTV
		D3	True Crime Network
		D4	Quest
WNEP	Wilkes Barre-Scranton	D1	ABC
		D2	Antenna TV
WTOL	Toledo	D1	CBS
		D2	True Crime Network
		D3	Grit
		D4	Quest
KMSB	Tucson (Sierra Vista)	D1	FOX
		D2	Movies
		D3	Quest
		D4	True Crime Network
KTTU	Tucson (Sierra Vista)	D1	MyNet
		D2	ThisTV
		D3	H&I
WLTX	Columbia, SC	D1	CBS
		D2	True Crime Network
		D3	Decades
		D4	Quest

Station	Market	Virtual Ch.	Affiliation as of Execution Date
WOI	Des Moines-Ames	D1	ABC
		D2	Laff
		D3	Grit
		D4	Cozi
		D5	ABC (WOI D1 Simulcast)
		D6	Bounce TV
KCWI	Des Moines-Ames	D1	CW
		D2	Escape
		D3	[OPEN]
		D4	Quest
		D5	[OPEN]
		D6	ABC (WOI Simulcast)
KREM	Spokane	D1	CBS
		D2	True Crime Network
		D3	Court TV
KSKN	Spokane	D1	CW
		D2	Laff
		D3	Quest
WZDX	Huntsville-Decatur-Florence	D1	FOX
		D2	MyNet
		D3	MeTV
		D4	Escape
WCSH	Portland-Auburn	D1	NBC
		D2	True Crime Network
		D3	Court TV
		D4	Quest
KCEN	Waco/ Temple/Bryan	D1	NBC
		D2	Cozi TX (MYTX)
		D3	Quest
		D4	True Crime Network
		D5	ION
KAGS-LD	Waco/Temple/Bryan	D1	NBC
		D2	Cozi TX (MYTX)
		D3	Quest
		D4	True Crime Network
WQAD	Davenport	D1	ABC
		D2	Antenna TV
		D3	MyNet
		D4	True Crime Network
KTVB	Boise	D1	NBC
		D2	24/7 Newschannel
		D3	True Crime Network
		D4	Quest
KFSM	Ft. Smith-Fayetteville-Springdale-Rogers	D1	CBS
		D2	True Crime Network
		D3	Antenna TV
KYTX	Tyler-Longview (Lufkin & Nacogdoches)	D1	CBS
		D2	CW
		D3	MeTV
WMAZ	Macon	D1	CBS
		D2	CW
		D3	True Crime Network
KIII	Corpus Christi	D1	ABC
		D2	MeTV

Station	Market	Virtual Ch.	Affiliation as of Execution Date
		D3	ION
		D4	Cozi TV
KBMT	Beaumont- Port Arthur	D1	ABC
		D2	NBC (KJAC)
		D3	Cozi TV
		D4	MeTV
KUIL-LD	Beaumont- Port Arthur	D5	MyNet
		D6	ION
KWES	Odessa	D1	NBC
		D2	Bounce TV
WLBZ	Bangor	D1	NBC
		D2	True Crime Network
		D3	ION
KXVA	Abilene-Sweetwater	D1	FOX
		D2	MyNet
		D3	Cozi TV
KTFT-LD	Twin Falls	D1	NBC
		D2	24/7 Newschannel
		D3	True Crime Network
KIDY	San Angelo	D1	FOX
		D2	MyNet
		D3	Cozi TV

Reference 12/22/2020

Tennis Channel

Description (provided by network)

Tennis Channel is the only 24-hour, television-based multimedia destination dedicated to both the professional sport and tennis lifestyle. A hybrid of comprehensive sports, health, fitness, pop culture, entertainment, lifestyle and travel programming, the network is home to every aspect of the wide-ranging, worldwide tennis community. It also has the most concentrated single-sport coverage in television, with telecast rights at the US Open, Wimbledon, Roland Garros (French Open), Australian Open, ATP World Tour events, WTA competitions, Davis Cup and Fed Cup.

Contract Term

January 1, 2021 – December 31, 2023

Opt-In –

- Members in good standing may opt in to this agreement
- Members that are participating in the NCTC-Sinclair Retransmission Consent Agreement and distributing Tennis as of December 31, 2020 must continue such distribution and **MUST** opt-in on or before **January 8, 2021**
- Any other members that participated in the prior Tennis Channel Agreement must opt in on or before **January 31, 2021**
- Members that have a Sinclair station in their market must have a valid retransmission consent agreement in place in order to opt into this agreement

How To Participate in this NCTC Agreement

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

GRANT OF RIGHTS

Members are granted the right to distribute the Stations:

- Via Cable, SMATV, MMDS, xDSL and IPTV
- No rights to distribute via the public Internet
- No subdistribution or sublicensing rights

DISTRIBUTION

- Tennis must be distributed on digital basic (or appropriate digital genre tier if no digital basic) or a more highly penetrated tier
- Deletion is not permitted
- Migration to a less penetrated level of service is not permitted
- As long as a member is in compliance with the packaging obligations in the agreement, Tennis may be included in additional tiers or packages.
- A La Carte distribution is not permitted
- Tennis must be distributed full-time
- Acquired systems have 180 days to comply with the distribution terms in this Agreement
- Members may not charge an incremental fee for the HD feed of Tennis (other than the standard package price or equipment charges)
- New Members in Sinclair Markets (that were not part of the Prior NCTC-Tennis Agreement) have the following launch commitments:
    - Members with 20% or less of their total subscribers located in Sinclair Markets must distribute Tennis to a number of subscribers equal to the *greater of* (a) 50% of subscribers in Sinclair Markets or (b) on digital basic (or appropriate digital genre tier if no digital basic) in all Sinclair Markets
    - Members with more than 20% of their total subscribers located in Sinclair Markets must distribute Tennis to a number of subscribers equal to the *greater of* (a) 50% of all subscribers (in both Sinclair and non-Sinclair Markets) or (b) on digital basic (or appropriate digital genre tier if no digital basic) in all systems
    - To calculate the 50% penetration, all of a member's Tennis subscribers, regardless of whether they are in systems in a Sinclair Market, count towards the 50% penetration; a member can fulfill its Tennis Channel commitment by launching in any Systems regardless of whether they are Sinclair markets or not
    - **NO LAUNCH IS REQUIRED IN SYSTEMS THAT MEET ONE OR MORE OF THE FOLLOWING:**
        - Cannot receive Tennis Channel (e.g., HITS only systems, transport systems),
        - Bandwidth below 860 MHz,
        - No digital level of service, and/or
        - Less than 1,000 subscribers
        - Systems that are excluded are removed from the calculation of the 50% penetration requirement
    - Launches are required **no later than 60 days after opting-in** to this Agreement

RATES

2020	$0.3671
2021	$0.3855
2022	$0.4048
2023	$0.4250

- The rates above are reduced by the following volume discounts.

Aggregate Number of Service Subscribers	Rate Reduction	
0 – 5,000,000	**0.0%**	**Current level**
5,000,001 - 7,000,000	4.5%	
7,000,001 – 12,000,000	20.0%	
12,000,001 & greater	30.0%	

Other Payment Terms:

- **Gratis/Bad Debt Exclusion**: Yes for Gratis, capped at 1%; No for Bad Debt
- **Bulk Accounts**: Standard EBU Calculation, except that there is a 50% minimum floor for residential bulk accounts (there is no floor for non-residential bulk accounts)
- **Commercial Subscribers**: Customers that pay a retail rate higher than a residential customer to receive the package that includes Tennis pay based upon the following formula: the rate multiplied by a fraction, the numerator of which is the rate charged the customer divided by the rate charged a residential customer. These accounts do not receive a volume discounted rate.

OTHER CONTRACT PROVISIONS

- **Delivery:** HD feed is delivered via Satellite
- **Down-conversion:** Permitted
- **HD-Only Rights**: HD-only distribution is permitted
- **Satellite/Technology Change Protection**: Yes
- **Channel Position:** No restrictions, except that members must give Tennis notice of any channel change prior to the change.
- **Ad Avails**: 2 minutes per hour on average over a calendar week; Members must comply with Tennis's ad guidelines provided in writing to members.
- **MFN**: Yes
- **Marketing:** Members must use reasonable efforts to promote Tennis in their systems.

ADVANCED RIGHTS

- Rights granted for the following (with no obligation):
  - TVE/Out-of-Home Streaming
  - In Home Streaming
  - Cloud/Network DVR
  - STB Streaming
  - Transfer Technology

- Start Over/Look Back: To the extent Tennis grants the rights to any other distributor, Tennis shall provide members with Start Over/Look Back rights

- VOD: VOD rights are not granted

- OTT: OTT rights are not granted, no right to distribute the Stations via the open Internet or wireless technology.

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD rights are not granted.

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE/Out-of-Home Streaming is addressed in Section 5(j) of the Agreement.
Rights to distribute TVE/Out-of-Home Streaming content are granted (no obligation). Additional terms regarding TVE distribution are as follows:

- Network Websites/Apps: Yes
  - Obligation to Authenticate: No obligation
  - Linear Feed Rights: Yes, but the TVE feed may include blackouts
  - VOD Rights: No, but if Tennis makes VOD content available in the future, then members will be able to authenticate to that VOD content
  - Websites and apps as of the execution date: Not specified in the Agreement
  - Reporting Requirements/Usage Data: NCTC must report to Network on a monthly basis the members that are authenticating to Network's websites/apps
  - Member Advertising Avails: Ad avails for TVE are not addressed
  - Other: Must include links on the WTVE website in a non-discriminatory manner
- Member Websites/Apps ("hosting" content): No, but when Tennis makes additional content available for Authentication to other distributors, members will receive the same rights on the same material terms and conditions
  - Obligation to Authenticate: No
  - Linear Feed Rights: TBD depending what is agreed upon with other distributors
  - VOD Rights: TBD depending what is agreed upon with other distributors
  - Website/App Branding: TBD depending what is agreed upon with other distributors
  - Reporting Requirements/Usage Data: TBD depending what is agreed upon with other distributors
  - Device/Stream Restrictions: TBD depending what is agreed upon with other distributors
  - DRM Requirements: TBD depending what is agreed upon with other distributors
  - Measurement/Nielsen: TBD depending what is agreed upon with other distributors
  - DAI: TBD depending what is agreed upon with other distributors
  - Member Advertising Avails: TBD depending what is agreed upon with other distributors
  - Content Branding Requirements: TBD depending what is agreed upon with other distributors
  - Other: None
- Requirements/Conditions on Authentication:
  - General Requirements: TVE Content may only be distributed to Service Subscribers. Members may not charge Service Subscribers to receive the TVE Content. TVE Content may only be viewable in the Territory
  - Notice Requirement: Must notify network in writing when launching content on a TVE basis
  - Authentication Provider/Third-Party Vendor: Watch TV Everywhere and other third-party vendors when Network is reasonably able
  - Permitted Devices: No list of devices
  - Other Requirements/Conditions: MFN on any rights related to TVE/Out-of-Home Streaming that Network offers to other distributors

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Sec. 3(a) of the Agreement.

Rights (but no obligation) to distribute the Service via In-Home Streaming are granted.

START-OVER/LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over and Look Back are addressed in Section 5(k) of the Agreement.

- Sinclair will provide Start Over/Look Back rights to members if they provide those rights to any other distributor
- They have not yet provided those rights to anyone

CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR rights are addressed in Section 5(f) of the Agreement

Cloud DVR rights are granted in Section 5(f) of the Agreement, including the ability to deliver multiple streams of programming to subscribers from a single copy. Network must enforce its rights consistently against members as compared to other distributors.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming rights are addressed in Section 5(f) of the Agreement

STB Streaming rights are granted in Section 5(f) of the Agreement, including the ability to deliver multiple streams of programming to subscribers from a single copy. Network must enforce its rights consistently against members as compared to other distributors.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology is addressed in Sec. 6 of the 2017 Amendment, which replaces Sec. 5(f) of the Agreement

Transfer Technology rights are granted in Section 5(f) of the Agreement, including the ability to deliver multiple streams of programming to subscribers from a single copy. Network must enforce its rights consistently against members as compared to other distributors.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT rights are not granted, no right to distribute the Stations via the open Internet or wireless technology.

Binding Term Sheet
WGNA Distribution Agreement

<table>
<tr><th>DEAL POINT</th><th>DETAILS</th></tr>
<tr><td>Network</td><td>Tribune Media Company, a Delaware corporation (“<u>Network</u>”)
Network’s notification address for purposes of delivering notices under this Binding Term Sheet is as follows:
<table>
<tr><td>Notice address:</td><td>With a copy to:</td></tr>
<tr><td>Nexstar Media Group, Inc.
1608 Walnut St., Ste. 1001
Philadelphia, PA 19103
Attention: EVP, Distribution</td><td>legal-notices@nexstar.tv
Attention: Asst. Gen. Counsel, Distribution</td></tr>
</table></td></tr>
<tr><td>Operator</td><td>Sallisaw Municipal Authority (DiamondNet) (“<u>Operator</u>”).
Operator’s address for purposes of delivering notices under this Binding Term Sheet and for billing purposes is as follows:
<table>
<tr><td>Contact Name</td><td>Robin Haggard</td></tr>
<tr><td>Street Address</td><td>115 E Choctaw Ave</td></tr>
<tr><td>Address Line 2</td><td></td></tr>
<tr><td>City, State and Zip</td><td>Sallisaw, OK 74955</td></tr>
<tr><td>Phone</td><td>918-775-6241</td></tr>
<tr><td>Email</td><td>rhaggard@sallisawok.org</td></tr>
</table></td></tr>
<tr><td>“<u>Licensed Content</u>”:</td><td>Network’s linear cable television video programming service now known as WGN America (“<u>WGNA</u>”).</td></tr>
<tr><td>Term</td><td>January 1, 2021 (“<u>Effective Date</u>”) through 4:59 p.m., Central Time, on October 31, 2023.</td></tr>
<tr><td>Certain Definitions</td><td>“<u>MVPD System</u>” means a multichannel video programming distributor (as defined in Section 602 of the Communications Act of 1934, as amended) that (i) provides multichannel video programming services through traditional cable, MMDS, MDS, SMATV, and/or facilities-based internet protocol technology to Operator’s customers at residential and/or commercial locations via closed signal paths and (ii) qualifies as a “cable system” under 17 U.S.C. § 111(f). The term “MVPD System” expressly excludes any distribution system that is not included in the foregoing definition, including any distribution system utilizing the public Internet.
“<u>Broadcast Network</u>” means ABC, NBC, CBS, FOX, CW, or MyNetworkTV.</td></tr>
<tr><td>Systems</td><td>“<u>System</u>” means, for purposes of WGNA, each MVPD System that (i) is owned, managed, and/or operated by Operator or an Operator Entity (i.e., Operator or any entity that controls, is controlled by, or is under common control with Operator), whether on or after the Effective Date, and (ii) serves areas solely within the United States.</td></tr>
<tr><td>Carriage of WGNA</td><td><u>HD and SD Carriage</u>: Effective as of the Effective Date, Operator shall launch (if not previously launched) and carry WGNA in both SD format and HD format on each System on a Required Tier. A “<u>Required Tier</u>” means, for each System, the System’s first or second most highly penetrated retail tier of video programming services, which is</td></tr>
</table>

a single tier that, at all times, reaches at least 85% of the System's total video programming subscribers (the "Penetration Minimum"). If, for any month, Operator fails to meet the Penetration Minimum, then this failure will be considered a breach of this Binding Term Sheet and, without limiting Network's other rights for such breach, Operator will pay its monthly WGNA license fees to Network for such System for such month as if Operator had met such Penetration Minimum.

Channel Position: Carriage of WGNA on each System shall be either (a) on a channel position in the same neighborhood as the primary program streams of substantially all Broadcast Network stations carried by such System or (b) on a channel position adjacent to CNN, Fox News, MSNBC, TNT, USA, FX, or TBS if carried on the System.

Time Zone Feeds: If Network delivers multiple time zone-designated feeds of WGNA, then each System will carry the feed designated by Network for the time zone in which such System's subscribers are located. Currently Network provides an east coast and a west coast feed of WGNA and Systems are required to carry those feeds as follows: (a) each System whose subscribers are located wholly in the Eastern, Central, and/or Mountain Time Zones must carry the east coast feed (including both HD and SD), and (b) each System that has any subscribers located in the Pacific Time Zone must carry the west coast feed (including both HD and SD).

Additional Tiers: In addition to carriage on a Required Tier, Operator may add WGNA to one or more other tiers on each System.

Deletion / Negative Repositioning: Other than as expressly provided in this Binding Term Sheet, Operator shall not delete or negatively reposition WGNA from any package (or equivalent successor package), including without limitation, on Acquired Systems.

Acquired Systems: If any Operator Entity acquires ownership and/or control of any MVPD System during the Term (an "Acquired System"), then, subject to Network's prior written approval, Operator shall as promptly as possible, but in any event within 30 days, launch and carry WGNA on such Acquired System in accordance with this Binding Term Sheet.

Local Ad Avails: Network will make available to Operator, for local advertising insertion within each System's carriage of WGNA, the same amount and positions of commercial advertising breaks (which are generally two minutes per hour), if any, that Network generally makes available in WGNA to other MVPD Systems carrying WGNA in the United States (the "Local Avails"). Operator's sale and use of Local Avails is subject to Network's reasonable and customary standards.

Additional Programming: "Additional Programming" means any Network-designated premier sporting events or other high profile special events, such as NCAA basketball, NCAA football, NBA, NFL, MLB, MLS, or NHL games, NASCAR races, UFC events, professional wrestling matches, or other events or programming of similar or greater viewer appeal (including event-related programming such as pre-game and post-game shows), that are of an amount or type that was not televised on a live or first run basis on WGNA during the 12-month period prior to the Effective Date. Network may, from time to time, offer Additional Programming to Operator (each such offer of Additional Programming, an "*Offer*"). Each Offer will set out the Additional Programming offered and all additional terms (including any change in the monthly license fee, carriage requirements, or Territory) applicable to carriage of WGNA due to the addition of the Additional Programming. If Operator accepts an Offer, then this Binding Term Sheet will be amended as set out in the Offer. If, within 30 days after receiving an Offer, Operator fails to accept all terms of that Offer, then (a) Operator will be deemed to have rejected that Offer, (b) Operator may not carry the Additional Programming on any System, and

<table>
<tr><td></td><td>(c) Network may, at its option, either provide WGNA to Operator without such Additional Programming or terminate this Binding Term Sheet at any time upon at least 10 days' prior notice to Operator.</td></tr>
<tr><td>WGNA Fees</td><td>For each month, Operator will pay to Network the following monthly license fee for each WGNA subscriber:
<table>
<tr><th>Period</th><th>Monthly License Fee</th></tr>
<tr><td>January 1, 2021 to December 31, 2021</td><td>$0.45</td></tr>
<tr><td>January 1, 2022 to December 31, 2022</td><td>$0.50</td></tr>
<tr><td>January 1, 2023 to October 31, 2023</td><td>$0.55</td></tr>
</table></td></tr>
<tr><td>Payment Terms</td><td>With respect to each calendar month during the Term, Operator will pay to Network the fees set out in this Binding Term Sheet for such month within 30 days after the end of such month and will include a report detailing, on a System by System basis, the number of WGNA subscribers. Operator will calculate and pay all amounts due under this Binding Term Sheet without deduction or offset of any kind, including any deduction for bad debt, taxes, or similar charges. Amounts past due under this Binding Term Sheet will accrue interest, from due date until paid, at 1.5 percent per month or the maximum lawful rate, whichever is less. Network will have reasonable and customary audit rights with respect to Operator's payment of fees under this Binding Term Sheet.</td></tr>
<tr><td>TV Everywhere Authentication to WGNA's Sites and Apps</td><td>Operator will authenticate its WGNA subscribers to WGNA's TV Everywhere content (the "<u>TVE Content</u>"), if any, that Network makes available on a TV Everywhere (i.e., authenticated) basis on WGNA's websites and device applications (currently, <u>www.newsnationnow.com</u> and the News Nation Now app) ("<u>Network Access Points</u>") if Operator is then providing any other authenticated content to its subscribers and Operator's authentication platform is then reasonably capable of being integrated with Network's authentication system for the Network Access Point(s). The following terms will apply to this authentication of TVE Content to Operator's WGNA subscribers on Network Access Points:
(a) Network grants to Operator the non-exclusive right to authenticate its WGNA subscribers to the TVE content via Network Access Points. Operator will integrate with Network Access Points so that each of its WGNA subscribers may access the TVE Content throughout the United States.
(b) In order to access TVE Content, a subscriber must be authenticated as a current WGNA subscriber to a System. Operator may not charge any subscriber any additional fee to access or view any TVE Content, except for an equipment/usage fee that does not vary depending on whether or not the subscriber receives the TVE Content.
(c) Operator will take all steps reasonably necessary, using industry standard processes, to integrate Operator's authentication platform with Network Access Points. Operator will authenticate its WGNA subscribers to the TVE Content on Network Access Points beginning as soon as practicable.
(d) Network may include advertising spots within, and leading into and out of, any TVE Content, but the total duration of advertising spots in the TVE Content will not generally exceed that of such breaks in such content as it aired on WGNA. As of the Effective Date, Network does not provide dynamic advertising insertion (DAI) in the TVE Content on Network Access Points, but if and when Nexstar begins doing so, then, if Operator has integrated its</td></tr>
</table>

	advertising/authentication system with Network's DAI vendor, Network will provide Operator, on Network's standard ad integration and sales/use terms, with Network's then current standard amounts of TVE commercial advertising breaks in the TVE Content as exhibited on an authenticated basis through the Network Access Points to Operator's WGNA subscribers.
Start Over and Look Back	"Start Over" means the Operator-implemented functionality that allows a System's subscriber, who then subscribes to receive WGNA by means of such System, to restart the viewing of a program that is telecast as part of WGNA at any time during such program's linear exhibition by Network as part of WGNA. "Look Back" means the Operator-implemented functionality that allows a subscriber, who subscribes to receive WGNA from Operator's System in question, to access and the ability to view a program appearing as part of WGNA at any time within 72 hours after such program's linear exhibition by Network as part of WGNA. Network grants Operator the right to make available to its subscribers any WGNA content on a Start Over or Look Back basis, subject to the following: (a) Network must at all relevant times hold all necessary rights to allow Operator to make such WGNA content available for viewing by subscribers on a Start Over or Look Back basis, as applicable (Network to inform Operator of such rights upon Operator's reasonable prior request). (b) If Network loses rights it previously had to authorize Start Over and/or Look Back rights to any WGNA content program, Operator must promptly discontinue Start Over and/or Look Back, as applicable, functionality for such WGNA content program upon receipt of notice from Network. (c) As part of such Start Over and Look Back functionality, Operator must pass through to each viewer all Nielsen watermarks that are part of the program as delivered by Network to Operator. (d) Such Start Over and Look Back viewing, as applicable, must be subject to audience measurement by Nielsen (or its industry standard successor) and in a manner that provides direct credit to Network for such measurement. (e) Operator must disable each viewer's ability to fast-forward through or skip advertising on all WGNA content viewed on a Start Over and Look Back basis.
Operator OTT Platform Carriage	If Operator launches any OTT Platform (as defined below) at any time during the Term, then, within not later than 90 days after such launch, Network must provide WGNA to Operator for carriage on such OTT Platform, and Operator must carry WGNA on such Platform, on a linear, as delivered basis. Such carriage of WGNA to be on the same packaging/penetration terms, subject to the territorial limits (i.e., solely in the US for WGNA), and at the same per subscriber per month rates as applicable to Operator's MVPD System carriage of WGNA. An "OTT Platform" means any multi-channel subscription video programming service offering that is (1) owned and managed by Operator (or any entity controlled by, in control of, or in common control with Operator), (2) delivered via the Internet (including, without limitation, Internet over a wired connection, WiFi, and/or cellular/terrestrial mobile networks (e.g., 3G, 4G, or LTE)) to subscribers anywhere in the United States, and (3) includes five or more linear cable channel available to more than 70 million households in the United States.
Unauthorized Use	Except as expressly authorized herein, Operator shall not (and shall not authorize any third party to) (i) record, copy, duplicate, transmit, retransmit, sub-distribute any portion

	of any Licensed Content without prior written authorization of Network, (ii) retransmit any Licensed Content over the public system known as the Internet, via IP distribution over any broadband service, or through any wireless means to mobile or other devices, or (iii) provide to any subscriber that receives any Licensed Content any device that automatically or upon subscriber's election deletes or skips over (or accomplishes the functionality equivalent of the deletion or skipping over of) commercial, promotional, or other material from any Licensed Content, whether viewed on a live or recorded basis.
Required Materials	When delivering any Licensed Content to any subscriber, Operator will deliver to each such subscriber the primary audio and video of such Licensed Content, along with all of the following, in a usable format, to the extent delivered to Operator as part of the Licensed Content's signal (collectively, the "Required Material"): (a) each alternative language or secondary audio program feed, (b) closed captioning for the hearing impaired; (c) video descriptive service for the visually impaired, (d) data for the identification and/or rating of programming that contains sexual, violent or indecent material (e.g., V-Chip), (e) audio signals' loudness metadata; (f) AFD format description data; (g) information or data required by law or regulation to be transmitted with the Licensed Content; (h) program identification and ratings material (such as Nielsen data, codes, tags and watermarks) that provide audience viewership measurement functionality for determining ratings; (i) redistribution and copy control data (including copy control rights signaling information), (j) information and material of a commercial or non-commercial nature which is directly related to the subject matter of, or persons appearing in, the Licensed Content programs (including advertisements and promotional announcements therein) if such information or material is transmitted concurrently or substantially concurrently with the associated program, advertisement or promotional announcement, (k) such other material as may be essential to or necessary for the delivery or distribution of the Licensed Content, and (l) any other Licensed Content-related material or data that Network may designate. Operator will not carry any Licensed Content in a manner that removes, alters, materially degrades, or otherwise impedes the fulfillment of the intended purpose of any Required Material.
Termination	In addition to its other rights and remedies, a party may terminate this Binding Term Sheet if the other party has breached any material term of this Binding Term Sheet and such other party fails to cure such breach within 15 days after the non-breaching party has given it written notice such breach. Further, if, at any time during the Term, Operator (or any entity that is then, directly or indirectly, controlled by, in control of, or in common control with Operator) has an agreement or agreements with Nexstar Broadcasting, Inc. (or any entity that is then, directly or indirectly, controlled by, in control of, or in common control with Nexstar Broadcasting, Inc.) for retransmission of one or more broadcast television stations, and such agreement expires or is terminated for any reason, then, at any time thereafter, Network may terminate this Binding Term Sheet upon 10 days' prior written notice to Operator. Termination of this Binding Term Sheet will not relieve Operator of its obligation to pay any accrued amounts owed to Nexstar.
Confidentiality	Other than the existence and duration of this Binding Term Sheet, neither party may disclose to any third party (other than its officers, directors, and employees, in their capacities as such, and their respective auditors and attorneys) any information identifiable to this Binding Term Sheet, except to the extent necessary in the following

	situations: (a) for such party to comply with governmental rule, regulation, or law or with a valid court order, in which event the disclosing party will request confidential treatment of, and redact to the greatest extent possible, the information disclosed, (b) for such party to comply with its normal reporting or review procedure of its parent company or other owners, or its auditors or its attorneys, (c) for such party to enforce its rights or perform its obligations under this Binding Term Sheet, (d) by Network to prospective purchasers of a material portion of its assets or beneficial ownership interests, existing or potential investors, lenders, insurers, or financing entities, in which event Network will require confidential treatment of the information disclosed, and (e) for disclosures made under any assignment permitted by this Binding Term Sheet, in which event the disclosing party will require confidential treatment of the information disclosed. The disclosing party is responsible to the other party for any breach of this Section by any of its owners, officers, directors, employees, auditors, attorneys, lenders, prospective purchasers or assignees. Notwithstanding the foregoing, Network may release, from time to time, press statements regarding carriage of the Licensed Content by Operator. This Section will survive the termination or expiration of this Binding Term Sheet.
Notices	To be effective, any notice under this Binding Term Sheet must be in writing (unless otherwise expressly provided) and must be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) hand or messenger delivery, (c) Federal Express or similar overnight delivery service, or (d) fax with receipt confirmed, to Operator or Network, as applicable, at its address(es) for notices set forth above in this Binding Term Sheet (or such other address(es) as Operator or Network may designate by notice to the other given in accordance with this Section). Any notice, report, or approval under this Binding Term Sheet will be deemed given on the date actually delivered (except if such date is a Saturday, Sunday or legal holiday, in which case it will be deemed given on the next business day). If Network or Operator delivers any notice, report, or approval to the other in a manner which does not comply with this Section, then the same will be deemed delivered on the date, if any, on which the other actually receives such notice.
Miscellaneous	(a) This Binding Term Sheet and all matters or issues collateral hereto shall be governed by the laws of the State of New York (without giving effect to the laws, rules or principles of the State of New York regarding conflicts of laws). (b) This Binding Term Sheet will inure to benefit of and be binding upon each party and its successors and assigns. However, neither party may assign this Binding Term Sheet, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, except that Network may assign this Binding Term Sheet, without consent, to any person that acquires all or substantially all of the assets or equity interests in Network or WGNA. (c) Each party acknowledges that the services it is to provide to the other under this Binding Term Sheet are unique and if it were breach this Binding Term Sheet, then the other party would be irreparably and immediately harmed and may be unable to be made whole by monetary damages. Accordingly, each party, in addition to its other remedies at law or in equity, will be entitled to seek an injunctive relief to remedy any breach or threatened breach of this Binding Term Sheet and/or to compel specific performance of this Binding Term Sheet, without any requirement of proving actual damages or posting any bond or other security. (d) Notwithstanding anything to the contrary in this Binding Term Sheet, neither party is entitled to recover any lost profits, incidental damages, consequential damages, or loss of revenues, whether foreseeable or not, resulting from a breach or failure by the other party, and, except as expressly provided in this Binding Term Sheet to the contrary, neither Network nor Operator will have any right against the

	other with respect to claims by a third party. This Section will survive the termination or expiration of this Binding Term Sheet. (e) If either party brings any action under this Binding Term Sheet, then prevailing party in such action will be entitled to recover its reasonable attorney's fees. (f) No failure or delay by either party in exercising any right under this Binding Term Sheet will operate as a waiver of that right. (g) No amendment to this Binding Term Sheet will be effective unless in writing and signed by both parties. (h) The invalidity of any provision of this Binding Term Sheet will not affect the validity of any other provision of this Binding Term Sheet. (i) This Binding Term Sheet and the license Network grants to Operator under this Binding Term Sheet are limited by, and subject to, all arms-length, bona fide rights, programming, scheduling, or other restrictions or limitations in any program license agreement between Network and any Licensed Content program supplier. (j) This Binding Term Sheet does not constitute an offer and will not bind Network unless and until Network has signed and delivered a fully signed copy of this Binding Term Sheet to Operator. (k) This Binding Term Sheet may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile (e.g. fax, PDF, etc.) will be deemed an original signature for all purposes and will be binding on the signing party.
Long Form Agreement	All other terms to be set forth in a new long-form agreement. Unless and until (if ever) the parties enter into such long-form agreement, this Binding Term Sheet shall be binding on the parties as of the date first set forth above. This Binding Term Sheet contains the entire understanding and supersedes all prior or contemporaneous oral, and all prior written, understandings of the parties relating to the subject matter of this Binding Term Sheet.

[signature page follows]

AGREED AND ACCEPTED:

Tribune Media Company

Signature: Dana J. Zimmer

Printed Name: Dana Zimmer

Title: Executive Vice President

Sallisaw Municipal Authority (DiamondNet)

Signature:

Printed Name: Keith Skelton

Title: General Manager

Retransmission Consent Agreement

This Agreement is made by and between Arkansas Hearst Television Inc.("Broadcaster") and DiamondNet("Operator") and pertains to Broadcaster's television stations (each, a "Station") and to Operator's cable television systems, master antenna television systems, satellite master antenna television systems, and/or other multi-channel video programming distribution systems (each, a "System") listed below.

Term. The term of this Agreement shall be for a period commencing January 1, 2021 and ending December 31, 2023.

Grant of Consent. Broadcaster, on behalf of itself and its affiliates, hereby consents, in conformity with 47 U.S.C. § 325(b), to the retransmission to end-user subscribers, on a non-exclusive basis, simultaneously with its broadcast, in its entirety and without material degradation, of each Station's broadcast signals, including all program-related material (but excluding, however, those portions of the signal(s) that are not offered by the Station on a free-over-the-air basis, including any portion thereof that consists of video-on-demand programming or any encrypted video or audio programming, data, or content offered by the Station over-the-air to subscribers on a paid subscription basis), on the channel number position(s) on which the signal (or program transport stream(s) thereof) is carried as of the date hereof or, at Broadcaster's request, on the Station's off-air or major channel number position(s). This grant of consent is limited to those geographical areas (i) within a Station's Designated Market Area ("DMA"), and (ii) to the extent permitted by a Station's network and program suppliers, where the Station is "significantly viewed" (as defined by the FCC), or where Operator's System(s) retransmit such Station as of the date hereof, subject to any limitations of Station's network or program suppliers (collectively, "Service Area"), and is conditioned upon each System not retransmitting into a Station's DMA the signal (or portion thereof) of any other broadcast television station affiliated with the network with which the Station or any of its program transport streams is then currently affiliated unless such station is significantly viewed.

Carriage Obligations. In exchange for this retransmission consent, Operator hereby agrees to (i) retransmit each Station's signal (including each program transport stream thereof and all program-related material contained therein) for the full term under the terms and conditions of this Agreement to, and only to, end-user subscribers served by its Systems providing service in the Service Area, and (ii) provide "most favored nations" protection against the material non-economic (including, but not limited to, any carriage right, such as any high-definition, multicast, or downconversion carriage right, tiering right, channel position right, etc.) terms and conditions under which Operator may retransmit the signal(s) of each and every other third party television station located in the Station's DMA. Retransmission of each program transport stream of Station's signal shall be at Operator's expense, in its original format (e.g., 1080i, 720p), and without interruption (including with respect to Station's EAS messages), additions, insertions (including insertions of interactive data, content, or triggers), alterations, deletions, time compression, non-subscriber initiated squeezebacks, or material degradation and of no less technical quality than required by FCC rules for "must-carry" stations and at least of equal quality to all other digital signals carried by the Systems (except the signal quality as retransmitted by a System shall not be required to be better than the quality of such signal as received from the Station by such System). Each System required to retransmit a Station's signal shall carry such Station's primary program transport stream on each service tier so that the primary stream is retransmitted to one hundred percent (100%) of the System's subscribers. In addition, carriage shall also be on each such other tiers (e.g., HD and analog on a downconverted basis) as Operator provides. In no event shall Operator authorize, provide, or facilitate any feature that permits or enables the automatic skipping of commercial advertisements or the replacement or overlay of different commercial advertisements in any Station program transport stream.

Consideration. Operator agrees to pay to Broadcaster the consideration set forth in Attachment A hereto. Operator shall not charge or seek to charge any System subscriber a separate fee for receipt of or the ability to view all or any portion of a Station's signal without the prior written consent of Broadcaster.

No Assignment/No After-Acquired Systems or Stations. If an affected Operator System should be sold, or should its control be transferred to or merged with any new owner or operator, Operator agrees that this Agreement may not be assigned to or assumed by a third party and that it automatically terminates with respect to affected System(s) upon transfer, merger, sale, change of control, merger, or other disposition of one or more affected Systems or of Operator or upon an assignment of all or substantially all of the assets of Operator, whether by operation of law or otherwise. Broadcaster shall have the right to terminate this agreement with respect to any Station in the event that Broadcaster no longer owns, operates, or manages such Station. This agreement only applies to the Stations and the Systems existing as of the first day of the term as set forth in the table below the signature block. If Operator acquires one or more additional systems, any such system shall not constitute a System hereunder. If Broadcaster acquires one or more additional stations, any such station shall not constitute a Station hereunder.

Representations and Warranties. Each party represents and warrants to the other that (i) it is a corporation, limited liability company, partnership, cooperative, or municipality duly organized and validly existing and in good standing under the laws of the state of jurisdiction of its creation; (ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) it is under no contractual or other legal obligations that shall in any way interfere with its full, prompt, and complete performance hereunder; and (iv) the individual executing this Agreement on behalf of it has the authority to do so.

In addition, Operator represents and warrants that (i) it owns, controls, or solely manages each System; (ii) each System is a "cable system," "master antenna television" system, "satellite master antenna television" system, or "multichannel video programming distributor" (each as defined in Section 602 of the Act and/or the FCC's rules and regulations); (iii) its Systems will not utilize technology for the delivery of any program transport streams routed through the Internet to a subscriber's premises or otherwise utilize any type of "over-the-top" delivery or technology, unless expressly permitted by Broadcaster; (iv) it has, together with the rights granted to it hereunder, acquired the necessary rights, licenses, consents, authorizations, and permits from all relevant authorities, including copyrights, patents, trademarks, service marks, and trade names necessary to retransmit the Signals as provided herein and that, during the term, it shall continue to maintain or obtain the same; and (v) it is in full compliance with all laws and FCC regulations that materially relate to this agreement.

Operator acknowledges and agrees that (i) Broadcaster is under no obligation hereunder to provide any specific programming, (ii) programming on any particular program transport stream may change from time to time, and (iii) a Station may cease broadcasting a particular program transport stream and/or may add additional program transport streams from time to time.

Limitations on Systems. Operator agrees that no System shall include any means of direct distribution of television signals to subscribers via direct broadcast satellite or other satellite delivery mechanisms, wireless or mobile technology (excluding use of encrypted wireless delivery technologies to set top boxes of subscribers (as hereinafter defined) solely within a subscriber's premises of a signal delivered to the premises by wireline IPTV technology, and also excluding wireless delivery that is part of a System's internal infrastructure, such as microwave hops, for ultimate delivery to a subscriber's premises), or the Internet (it being agreed that the foregoing shall not prohibit distribution of a Station's signal via a secure and closed transmission path within the Service Area utilizing Internet Protocol, but not by the public Internet (i.e., the World Wide Web) or via a broadband connection). In addition, Operator agrees to inform Broadcaster immediately if Operator's Systems provide video service to ten thousand (10,000) or more subscribers. Broadcaster shall have the right to terminate this Agreement upon thirty (30) days' notice if Operator's Systems provide video service to ten thousand (10,000) or more subscribers. In such event, the parties agree to negotiate in good faith a long-form retransmission consent agreement.

Withdrawal of Consent. If a Station's authority to grant retransmission consent should be challenged, withdrawn, or altered by any program supplier or network, Operator, immediately upon receipt of a request in writing from the Station, agrees that it will immediately terminate retransmission and carriage of any affected program transport stream(s) or program(s) on Systems as directed by the Station.

Termination. Broadcaster, in addition to all other rights and remedies available to it under this Agreement or applicable law, may terminate this Agreement (i) as to any System which ceases to be a "System" hereunder; (ii) if a Station's network or program supplier objects to retransmission of its programming on Operator's System(s); or (iii) if such System does not retransmit the signals of at least two of the other television stations located in a Station's DMA that are affiliated with a Big 4 Network (as defined herein). Either Broadcaster or Operator, in addition to all other remedies that may be available to it under this Agreement or under applicable law, may elect to terminate this Agreement, effective at any time, and be relieved of any further liabilities and obligations hereunder, by giving the other party written notice, if the other party has made a material misrepresentation or has materially breached its warranties, duties, or obligations hereunder and such misrepresentation or breach is not cured within fifteen (15) days of such notice.

Indemnification. Broadcaster and Operator shall each indemnify, defend, and forever hold harmless the other, the other's affiliated companies and entities and their respective officers, directors, trustees, employees, representatives, and partners against and from all liabilities, claims, costs, damages, and expenses (including, without limitation, reasonable counsel fees, disbursements, and court and administrative costs) ("Costs") arising out of any material breach by them of any warranty, covenant, or representation contained herein; Broadcaster shall, in addition, indemnify the foregoing Operator indemnitees against and from all Costs arising out of the content contained within a signal and any other programming or materials provided by the Station to a System of Operator; and Operator shall, in addition, indemnify the foregoing Broadcaster indemnitees against and from all Costs arising out of any content that Operator may insert into, delete from, or impose upon any signal and against and from all taxes, franchise fees, statutory, private, or other copyright license fees, and other similar charges arising out of the retransmission of the Station's signals by every System to its subscribers. This indemnification provision shall survive the termination or expiration of the Agreement.

ATSC 3.0. In the event a Station seeks to participate in the transition to broadcasting standards known in the industry as "ATSC 3.0," either by continuing to broadcast pursuant to current standards ("ATSC 1.0 standards") or by broadcasting pursuant to ATSC 3.0 standards, and Station participates with one or more other television stations in such transition (each, an "Other Participating Station"), then (i) nothing in this Agreement grants, or shall be deemed to grant, Operator retransmission consent with respect to any programming channels of an Other Participating Station that Station may be broadcasting pursuant to either ATSC 1.0 or ATSC 3.0 standards (i.e., consent for such channels must be obtained from the Other Participating Station), and (ii) notwithstanding anything in any agreement between Operator and an Other Participating Station, this Agreement shall govern retransmission by Operator of all programming transport streams that Operator was either retransmitting or was required to retransmit hereunder immediately prior to such Station's transition, even if the programming content of such program transport stream(s) is broadcast by an Other Participating Station pursuant to either ATSC 1.0 or ATSC 3.0 standards (i.e., consent for such content cannot be obtained from an Other Participating Station). For clarity, a Station's compliance with ATSC 3.0 standards rather than ATSC 1.0 standards shall not be deemed a breach of any provision herein, and Operator shall not be required to retransmit any program transport stream in ATSC 3.0. Operator may retransmit a program transport stream in ATSC 3.0 subject to Broadcaster's rights from its programming suppliers, and Broadcaster makes no representation as of the date of this Agreement that it has any rights to authorize Operator to retransmit any program transport stream in ATSC 3.0. In the event Operator desires to retransmit a program transport stream in ATSC 3.0, Operator shall notify Broadcaster at least ninety (90) days in advance so that Broadcaster can determine the rights it has to authorize such retransmission with respect to such stream's programming content.

Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the jurisdiction of New York (excluding choice-of-law provisions thereof), subject to all applicable provisions of the Communications Act of 1934, as amended, and all applicable rules, regulations, and orders of the FCC.

Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations, and conditions between the parties with respect thereto. Invalidation of any provision of this Agreement by applicable law shall not affect the validity of any other provision of this Agreement. This Agreement may be modified or amended only by a written instrument signed by Broadcaster and Operator. All other rights with regard to a Station's signal not specifically granted herein are reserved to Broadcaster, including, but not limited to, the right to control retransmission of the Station's signal by means of any other technological platforms, whether now known or hereafter coming into existence, including, but not limited to, the public Internet, wireless, mobile, and TV Everywhere technologies.

Operator acknowledges and agrees that Broadcaster may provide Operator, at the address in the signature block below, with any notice required by any law or regulation and that such notice shall satisfy any legal or regulatory requirements. Operator shall provide all notices to Broadcaster or the Station(s) to the addresses in the signature block below.

The parties shall comply with the FCC rules related to non-duplication of network programming and syndicated exclusivity, 47 C.F.R. § 76.92 et seq. and § 76.101 et seq., as in effect on January 1, 2020, treating each Operator System as a "cable system" as defined under FCC rules on such date, and notwithstanding any amendment or termination of such rules after such date. This paragraph shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

The terms of this Agreement shall remain confidential except with respect to financial information provided to auditors or contract third parties, to a prospective acquirer of or investor in a Station, and also as necessary for a party to enforce its rights hereunder.

DiamondNet , General Mgr

Name: Robin Haggard

Title: Director of Finance

Date: 12/16/20

Address: P.O. Box 525
Sallisaw, OK 74955

Arkansas Hearst Television Inc.

Name: Bruce Barkley

Title: President and GM

Date:

Address: 2809 Ajax Avenue, Suite 200
Rogers, AR 72758

System Name	Station	System DMA	In or Out of Market	Counties Served	Number of Subscribers
DiamondNet (Sallisaw Municipal)	KHBS/KHOG 40.1 / 29.1 ABC	Fort Smith/Fayetteville AR	IN	Sequoyah OK	1084
DiamondNet (Sallisaw Municipal)	KHBS/KHOG 40.2 / 29.2 CW	Fort Smith/Fayetteville AR	IN	Sequoyah OK	1084
DiamondNet (Sallisaw Municipal)	KHBS/KHOG 40.3 / 29.3 MeTV	Fort Smith/Fayetteville AR	IN	Sequoyah OK	1084

Attachment A

Consideration

1. In consideration of the execution by Broadcaster of the attached Agreement and the grant of retransmission consent as set forth therein by Broadcaster on behalf of the Station(s) carried by the System(s), Operator hereby agrees to pay the following monthly retransmission consent fees (i) for each subscriber of its System(s) that receives by any distribution or reception method the primary transport stream of a Station and (ii) for each subscriber of its System(s) that receives by any distribution or reception method a multicast transport stream of a Station, specifically as follows (collectively, "Fees"):

Monthly Retransmission Consent Fees

For Each Primary Transport Stream and For Each Multicast Transport Stream Affiliated with a Big 4 Network

Period	Fee Per Subscriber Per Month
Calendar Year 2021	$5.10
Calendar Year 2022	$5.50
Calendar Year 2023	$6.00

As used herein, "Big 4 Network" means the ABC, CBS, FOX, or NBC television network (or any successor or replacement thereto provided such network is one of the top four English-language national networks with respect to national viewership rankings).

For Each Primary Transport Stream and For Each Multicast Transport Stream Affiliated with a Netlet

Period	Fee Per Subscriber Per Month
Calendar Year 2021	$1.40
Calendar Year 2022	$1.58
Calendar Year 2023	$1.79

As used herein, "Netlet" means the CW (or CW Plus) or MyNetwork television network (or any successor or replacement thereto provided such network is one of the top six English-language national networks with respect to national viewership rankings).

For Each Primary Transport Stream and For Each Multicast Transport Stream Affiliated with MeTV

Period	Fee Per Subscriber Per Month
Calendar Year 2021	$0.20
Calendar Year 2022	$0.25
Calendar Year 2023	$0.30

As used herein, "MeTV" means the MeTV television network (or any successor or replacement thereto or any substantially similar network programming service subsequent thereto).

For the Primary Transport Stream of a Station That Is Not Affiliated with a Broadcast Network

Period	Fee Per Subscriber Per Month
Calendar Year 2021	$0.60
Calendar Year 2022	$0.65
Calendar Year 2023	$0.70

"Broadcast Network" means a Big 4 Network, Netlet or MeTV.

2. Payment of the Fees each month shall be sent pursuant to one of the following:

ACH Payments	Wire Payments	Check Payments
Bank of America	Bank of America	Hearst Television Inc.
100 West 33rd Street	100 West 33rd Street	Retransmission
New York, NY 10001	New York, NY 10001	P.O. Box 90010
ABA#: 111 000 012	ABA#: 026 009 593	Prescott, AZ 86304-9010
Beneficiary: Hearst Television Inc.	Beneficiary: Hearst Television Inc.	
Account #: 442 688 3496	Account #: 442 688 3496	

All payments will be made no later than thirty (30) days following the end of the month for which payment is due. Past-due payments will bear interest at the rate of one and one-half percent (1.5%) per month or, if less, the maximum rate allowed by law, and Operator shall be liable for all reasonable costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred by Broadcaster in collecting any past-due payments. Notwithstanding anything in the Agreement to the contrary, in the event Operator fails to timely pay the Fees for two consecutive months or for three months in any twelve-month period, Broadcaster shall have the right to immediately terminate the Agreement. In addition, notwithstanding anything to the contrary, in no event may Operator make a subsequent reduction in the number of subscribers for which Operator has paid Broadcaster after three (3) months from Operator's initial report for that reporting period.

3. For purposes of the Fee calculation herein, if a System provides service to multiple unit complexes on a bulk-rate basis, then the number of subscribers attributable to each such bulk-rate subscriber shall be equal to the total monthly retail rate the complex is charged for the level of service in which the Station(s) carried by such System is (are) distributed, divided by the lowest monthly retail rate a non-bulk rate subscriber is charged for such level of service; provided, however, that the number of subscribers calculated for any such complex shall not exceed the actual number of occupied dwelling units receiving the Station(s) in such complex; and provided further that the number of subscribers on which Broadcaster is paid shall not be less than seventy-five percent (75%) of the number of total dwelling units in such complex. Operator represents and warrants that, as of the effective date of this Agreement, Operator does not calculate bulk-rate subscribers for any other television station within the DMA of a Station in a manner that would result in a more favorable calculation for such other television station than for Broadcaster.

4. Operator shall provide Broadcaster with a monthly report, on a system-by-system basis, indicating the number of subscribers that are residential, the number that are commercial, and the number that are subject to a bulk-rate arrangement and in each case that are receiving a Station's signal, together with which specific portion(s) of the Station's signal that was received. Operator shall, at the time payment is made, submit the monthly report to the following address:

If payment made by check (i.e., monthly report to be included with check):	If payment made by ACH or wire:
Via U.S. Mail	**Via Email**
Hearst Television Inc.	HTV_AffiliateData@hatv.com
Retransmission	
P.O. Box 90010	
Prescott, AZ 86304-9010	

The number of subscribers during any month shall be equal to the number of subscribers at the beginning of the month plus the number of subscribers at the end of the month divided by two. Broadcaster shall retain reasonable audit rights.

CONFIDENTIALITY ADDENDUM

Notwithstanding anything to the contrary in the letter agreement, the parties agree that the terms of consideration provided in the agreement and all negotiations precedent thereto, and any information or data that would enable the determination of the fees that would be payable under the agreement, constitutes a trade secret pursuant to applicable law (collectively, the "Trade Secrets"). The parties further agree that such Trade Secrets are exempt from public disclosure as confidential information pursuant to applicable law. Consequently, Operator agrees: (1) it shall not disclose the Trade Secrets pursuant to any request for public records pursuant to any public records law or regulation or any similar law or regulation requiring the disclosure of information to the public, except pursuant to a final order of a court or agency of competent jurisdiction; (2) it shall vigorously defend and oppose, at its expense, any action seeking disclosure of the Trade Secrets, including appeals to the highest authority of competent jurisdiction, and shall make all good faith arguments available to preserve the confidentiality of the Trade Secrets; and (3) it shall immediately inform Hearst in the event of any request for the Trade Secrets, cooperate with Hearst in redacting any necessary materials, and cooperate with Hearst in any litigation relating to the Trade Secrets. Operator acknowledges and agrees that its failure to strictly comply with the provisions of this paragraph shall constitute a material breach of the letter agreement and further agrees that Operator shall reimburse Hearst its costs and expenses, including attorney's fees, in the event Hearst must initiate, defend, or intervene in any action to protect against disclosure of the Trade Secrets as a consequence of Operator's breach of the letter agreement.

Reference 12/30/2020

Sinclair Retransmission Consent Agreement

Contract Term

January 1, 2021 through December 31, 2023

Description

This agreement includes all of the Stations owned by Sinclair, as well as 3 stations managed by Sinclair, listed at the end of this summary, as well as any multicasts offered as part of the Station. This agreement does ***not*** include any Sinclair-owned Univision stations.

Opt-In –

- Members in the prior Sinclair-NCTC retransmission consent dated 1/1/18 (the "Prior Agreement") and that are not in breach of that agreement may opt into this Agreement (members in breach have been notified)
- Members not in the Prior Agreement that have systems in a DMA of a Sinclair Station or distributing a Sinclair Station as of 1/1/21 that either do not have a current retransmission consent agreement with Sinclair OR have a retransmission consent agreement with Sinclair that expires on or before 10/1/21 may opt into this Agreement; any other member may opt in with approval by Sinclair
- **CARRIAGE OF OTHER SINCLAIR-OWNED NETWORKS:**
  - Members with Systems that have at least 5,000 basic subscribers and that carry a Sinclair Station and have at least 870 MHz of available bandwidth **must carry a Sinclair-owned regional sports network** ("RSN") if the RSN is "In-Market" for the System that carries the Sinclair-owned Station **in order to participate in this Agreement –** Members in the Prior Agreement that are affected by this requirement have been notified.
    - This also includes an obligation to **continue carriage of the RSN(s)** through the term or Sinclair will have the option to terminate your participation in this Agreement.
    - **RSNs are**: FS Arizona, FS Detroit, FS Florida, FS Midwest, FS North, FS Ohio, FS Prime Ticket, FS San Diego, FS South, FS Southeast, FS Southwest, FS Sun, FS West, SportsTime Ohio, Marquee Sports Network and YES Network (including any applicable sub-regional feeds)
    - Members that do not carry the applicable RSN as of 12/20/20 have been notified.
  - Members that opt into this agreement **MUST** also opt in to the **NCTC-TENNIS CHANNEL AGREEMENT –** even if you don't have an obligation to launch Tennis Channel. Members **must continue carriage** of Tennis through the term or Sinclair will have the option to terminate your participation in this Agreement.
  - Members that carry Fox College Sports ("FCS") as of 12/31/21 **MUST** also opt in to the **NCTC-FCS Agreement** and **must continue carriage** of FCS through the term or Sinclair will have the option to terminate your participation in this Agreement. There are no new or additional requirements to launch FCS.
- Members must opt in **by January 8, 2021** if they are in the Prior Agreement or have a direct agreement expiring on 12/31/20. Members with a direct agreement that expires after 12/31/20 must opt in at least 30 days prior to the expiration of their direct agreement.
- "Date of Election" (meaning the effective date of the Agreement) for members in the Prior Agreement or with a direct retransmission consent agreement with Sinclair that expires on or before 12/31/20 is 1/1/21
- "Date of Election" (meaning the effective date of the Agreement) for members with a direct retransmission consent agreement with Sinclair that expires after 12/31/20 is the date immediately following expiration of the direct agreement
- "Date of Election" (meaning the effective date of the Agreement) for all other members is the date the member opts into this agreement

How To Participate in this Agreement

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

GRANT OF RIGHTS

Members are granted the right to distribute the Stations:

- Via cable television, including SMATV and IPTV; rights *do not* include Internet, wireless or cellular technology
- In all systems in Sinclair DMAs and out of DMA where the Station is being carried as of December 31, 2020
- All out of DMA carriage is subject to restrictions applied by the Station's broadcast network affiliation.
- See list of Sinclair Stations and multicasts attached to the end of this summary. This agreement does not grant rights for any Sinclair-owned Univision stations.

DISTRIBUTION OBLIGATIONS

- A member is **only obligated to continue to carry** a Sinclair broadcast Station where the member is carrying that Station **as of December 31, 2020** (or as of the expiration date of an expiring direct agreement with Sinclair). New launches are not required. If a member is carrying a Sinclair broadcast Station out of DMA as of November 1, 2020, then the member must continue such carriage subject to the conditions below.
- PRIMARY STREAM: Must retransmit a Station's primary stream to all subscribers in a System that carries the Station, which may require down-conversion
- MULTICASTS: Must retransmit a Station's multicast streams in all Systems that carry a Station to subscribers located in the Station's DMA that receive the Primary Stream.
  - Capped at 3 multicast streams per Station (or, if more multicasts are carried as of 12/31/20, then capped at the number carried as of 12/31/20)
  - No obligation to launch multicasts that:
    - Consist primarily of programming that is rated more restrictively than TV-MA
    - Are a full-time home shopping channel
    - Will cause increased copyright costs to the System
    - Duplicate substantially all of the programming of any broadcast station or cable service already carried by the System other than on an out-of-market basis
  - Systems have 30 days to launch new multicasts after Sinclair provides notice
  - Sinclair will provide 30 days' prior notice of changes to the Multicasts
  - Multicasts must be delivered to all subscribers located in the Station's DMA in a System, except that Multicasts do not have to be down-converted to analog or SD unless (a) they are affiliated with ABC, CBS, NBC, Fox, CW or MyNetwork, (b) the member has previously down-converted the Multicast, or (c) the member down-converts the Multicasts of another station in the System.

- OUT OF MARKET: Systems distributing a Station **OUT OF MARKET** have a **ONE-TIME** option to potentially drop the Station **between 1/1/21 and 3/31/21** (or in the case of an acquired station, 90 days following the closing of the acquisition) subject to the following:
    - If a member wants to delete an out of market signal, the member must notify Sinclair (through NCTC) of that drop 30 days in advance of the drop.
    - **BUT** Sinclair has the option to require the member to continue carriage of the out of market station by offering the member the ability to pay the 2020 out of market rate for that station + 3% (increases 3% each year)
    - Sinclair may require a member to drop out of market carriage in the event that their broadcast network affiliation requires such drop
    - Split systems (i.e., systems with subscribers both in the DMA and outside the DMA of a station) may continue carriage out-of-DMA (if Sinclair requires a drop, the system may drop the Station on the in-DMA portion of the split system).
    - No new out-of-DMA carriage is permitted.
- PACKAGING/SUBSCRIBERS:
    - Subscribers are customers of a member that subscribe to a package of video programming services via the member's facilities-based system.
- SIGNAL BANDWIDTH: Primary stream and multicast streams may not exceed 19.4 mbps (and members are only obligated to retransmit the programming transport streams included within the 19.4 mbps)
- SPLIT SYSTEMS: Split systems (i.e., systems with subscribers both in the DMA and outside the DMA of a station) may continue carriage out-of-DMA (if Sinclair requires a drop, the system may drop the Station on the in-DMA portion of the split system).
- HD/SD CARRIAGE:
    - All subscribers that are capable of receiving and viewing HD format signals shall receive the Station's HD programming streams in HD
    - A system must down-convert an HD primary stream and any Big 6 Multicast in HD to SD digital and/or analog format
- GOOD QUALITY SIGNAL:
    - No requirement to add any Station to a System that is not carrying the Station as of 7/1/20 if the system is not capable of receiving a good quality signal.
    - If, as a result of channel sharing, channel repacking and/or station relocation, a member cannot receive a good quality signal of a Station without incurring material costs or purchasing equipment, the member is not required to continue distributing the Station. If Sinclair splits the additional cost on a 50/50 basis, the member must continue carriage of the Station, as long as the total costs in any month do not exceed 50% of the member's retransmission fee for the applicable Station for that month.
- MANNER OF RETRANSMISSION: Must be delivered in the same ATSC technical format as originally broadcast, with down-conversion or degradation (except as permitted) and without reducing the bit rate in a manner that is no less favorable as compared to other broadcast stations. Systems must pass through PSIP information in compliance with FCC rules and industry standards.
- EAS: Must distribute all EAS information, with interruption, modification or delay unless a member is not able to comply due to technical limitations, in which case the member must use commercially reasonable efforts to resolve any technical limitations.
- ATSC 3.0:
    - Members have no right or obligation to distribute the Stations in ATSC 3.0 unless Sinclair offers the right to retransmit the Station in ATSC 3.0 to another MVPD, in which case Sinclair will offer the right to members, subject to compliance with any directly related terms and conditions; if rights are granted, a member may (in its discretion) down-convert the ATSC 3.0 signal to an ATSC 1.0 signal
    - Sinclair will continue to offer an ATSC 1.0 signal of Primary Feeds and Multiplexes affiliated with a Big 4 Network; if the ATSC 1.0 signal is delivered from a different location, the member must continue to distribute it, unless the member cannot receive the signal from the new location using commercially reasonable efforts, in which case the member can drop the signal (but Sinclair can

split the cost with the member 50/50, in which case the member must keep the signal on as long as the total additional cost does not exceed 50% of the fees for such station for the month)

READ CARRIAGE OBLIGATIONS IN THE DISTRIBUTION OBLIGATIONS SECTION ABOVE AND IN SECTION 1 OF THE AGREEMENT VERY CLOSELY! If you have any concerns about these obligations or feel like your company cannot abide by the terms in the Agreement, please let us know BEFORE you opt in to this Agreement.

RATES

- Rate paid by each member will depend on a member's Tennis Channel penetration (the "TC Penetration Percentage"). This is a different and distinct calculation from a member's Tennis Channel launch obligations – please review the Tennis Channel agreement and summary for those details. For payment purposes, penetration is calculated based on the total number of Tennis Channel subscribers in all of the member's Systems divided by the total number of subscribers in all of the member's systems.
  - **EXCLUDING** those Systems:
    - that cannot receive Tennis Channel (e.g., HITS only systems, transport systems),
    - with bandwidth below 860 MHz,
    - with no digital level of service, and/or
    - with less than 1,000 subscribers
    - If a member's systems are ***all*** excluded, the TC Penetration Percentage shall be considered to be one hundred percent (100%) (meaning you will pay the lowest rate)
- STANDARD RATES: Members with TC Penetration Percentage < 65%, unless the member qualifies to pay the Further Discounted Rates.
- DISCOUNTED RATES: Members with TC Penetration Percentage ≥ 65% but < 80%, unless such Participating Member qualifies to pay the Further Discounted Rates.
- FURTHER DISCOUNTED RATES: Members with TC Penetration Percentage ≥ 80% ***or*** if a member carries Tennis Channel on Expanded Basic.
- **EXCEPT:** There is an exception to the above rate qualifications for certain members that do not distribute an RSN in their applicable systems. Members participating in the Prior Agreement that are affected by this provision have been notified. Please see Schedule B of the Agreement for more detail.

Affiliation	2021 Monthly Per Viewing Subscriber STANDARD RATES	2021 Monthly Per Viewing Subscriber DISCOUNTED RATES	2021 Monthly Per Viewing Subscriber FURTHER DISCOUNTED RATES
ABC, CBS, Fox, or NBC (or successor)[1]	$5.69	$5.08	$4.85
CW (or successor) [2]	$1.34	$1.19	$1.17
My Network (or successor)[3]	$0.85	$0.85	$0.85
Any Other DTV Signal [4]	$0.05	$0.05	$0.05
Annual Increase	Annual 12% rate increase, effective January 1st of 2022 and 2023, except rate for Any Other DTV Signal shall be $0.06 in 2022 and $0.06 in 2023.	Annual 11% rate increase, effective January 1st of 2022 and 2023, except rate for Any Other DTV Signal shall be $0.06 in 2022 and $0.06 in 2023.	Annual 10% rate increase, effective January 1st of 2022 and 2023, except rate for Any Other DTV Signal shall be $0.06 in 2022 and $0.06 in 2023.

[1] The rate for each Big 4 Station will be reduced by 50% for Fox and 45% for ABC/CBS/NBC if such signal is no longer affiliated with a Big 4, but continues to be one of the top 6 most highly rated (sign-on to sign-off) English-language broadcast television stations in its DMA.
[2] The rate for each CW Station will not change if such signal is no longer affiliated with CW and is not affiliated with ABC, CBS, FOX, or NBC, but continues to be one of the top 6 most highly rated (sign-on to sign-off) English language broadcast television stations in its DMA.
[3] The rate for each MyNetwork Station will not change such signal is not affiliated with ABC, CBS, FOX, NBC or the CW, but is one of the top 6 most highly rated (sign-on to sign-off) English-language broadcast television stations in its DMA.
[4] A DTV Signal that is not affiliated with a Big 4 Network, CW or MyNetwork (or successor thereof); a System shall pay for a maximum of three (3) Multicasts including Multicasts that are affiliated with a Big 4 Network, CW or MyNetwork.

OTHER PAYMENT TERMS:

- **Out of Market Rates**: Systems carrying a Station out of market that **also** receive the in-market station affiliated with the same network pay 50% of the applicable rate, **UNLESS** the member paid Sinclair a lower percentage of the rates for out-of-market carriage as of December 2020, in which case the member can continue to pay the lower percentage; if a member paid 0% for out of market carriage previously they will continue to pay 0%.
- **Rates for Acquired Systems/Stations**: Systems acquired after 1/1/21 and/or Systems located in markets where Sinclair acquires a station after 1/1/21 shall be entitled to pay the rate the member paid prior to the acquisition without regard to the actual TC Penetration Percentage for 30 days.
- **Gratis/Bad Debt**: Yes for Gratis, capped at 1%; No for Bad Debt
- **Bulk Accounts**: Standard EBU Calculation, except that there is a 40% minimum floor for residential bulk accounts (there is no floor for non-residential bulk accounts)

OTHER CONTRACT PROVISIONS

- **Deletion of Station**: Not permitted, except that a System distributing a Station **Out of Market** has a **one-time** option to drop the Station **between 1/1/21 and 3/31/21 under certain conditions**. Also, systems may drop if a Station moves transmission locations and the system can no longer receive the signal from the new location (see specifics above)
- **Acquisitions:** Acquired systems must come under this agreement. Acquired stations will come under this agreement. Members have 30 days following acquisition to comply with any carriage obligations
- **Assignment:** If a member assigns or sells a system(s), the **assignee or buyer must be bound by this agreement** and perform the agreement in its entirety. See Section 7(a) for details.
- **Channel Position:**
  - Must continue to carry on the channel position the Station was on as of 1/1/21, or
    - Primary feeds must be in any and all neighborhoods of other primary feeds
    - Multicasts must be in a neighborhood with other multicasts or with similar genre cable services
    - Multicasts affiliated with NBC, ABC, CBS, Fox, CW or MyNetwork must be in any and all neighborhoods of other primary feeds
- **Guide/Channel Line-ups:** Each programming stream that is carried must be listed on a system's interactive guide and on each channel line-up card in a similar manner as other broadcast streams
- **Down-conversion:** A system may down-convert a signal to SD or analog format; Down-converted streams must be of equal or better quality to any other similarly formatted programming feed
- **Broadcast Fee**: Broadcast fees may be charged as long as the fee is not charged specifically for receipt of a Station's programming beyond the fees charged to subscribers generally and/or equipment charges.
- **RSN Agreements:** Sinclair must negotiate in good faith any agreement related to distribution of the Sinclair-owned RSNs (see first page of this summary for a list as of 12/2020)

ADVANCED RIGHTS

- Rights granted for the following (with no obligation) (see following pages for more detail).
  - In-Home Streaming
  - No requirement to deliver to a set-top box (see Section 1(a)) and Section 1(j) allows distribution to devices in a subscriber's immediate location

- No rights are specifically granted for the following, but, to the extent Sinclair has the rights to do so, it will provide members with the applicable rights:
  - VOD
  - TVE
  - Start Over/Look Back
  - Network/Cloud DVR (but members are not prevented from exercising any right that members have under law that does not require a license from Sinclair)

- The following are not addressed or no rights are granted in this Agreement, but members are not prevented from exercising any right that members have under law that does not require a license from Sinclair:
  - STB Streaming (sling technology or remote access)
  - Transfer Technology

- No rights are granted in this Agreement:
  - OTT

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD Rights are not granted in this agreement. Section 1(m) of the Agreement states that, to the extent Sinclair has the rights to do so, it will provide members with VOD Rights.

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE Rights are not granted in this agreement. Section 1(m) of the Agreement states that, to the extent Sinclair has the rights to do so, it will provide members with TVE Rights.

- Network Websites/Apps: There are currently no Sinclair-specific websites/apps where content is authenticated.
  - Obligation to Authenticate: N/A
  - Linear Feed Rights: No
  - VOD Rights: No
  - Websites and apps as of the execution date: None
  - Reporting Requirements/Usage Data: N/A
  - Member Advertising Avails: N/A
  - Other: None
- Member Websites/Apps ("hosting" content): No
  - Obligation to Authenticate: N/A
  - Linear Feed Rights: No
  - VOD Rights: No
  - Website/App Branding: N/A
  - Reporting Requirements/Usage Data: N/A
  - Device/Stream Restrictions: N/A
  - DRM Requirements: N/A

- Measurement/Nielsen: N/A
  - DAI: N/A
  - Member Advertising Avails: N/A
  - Content Branding Requirements: N/A
  - Other: None
- Requirements/Conditions on Authentication:
  - General Requirements: No rights granted
  - Notice Requirement: N/A
  - Authentication Provider/Third-Party Vendor: N/A
  - Permitted Devices: N/A
  - Other Requirements/Conditions: None

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed Section 1(j) of the Agreement, which allows members (but with no obligation) to distribute via wireless as necessary for in-home streaming and allows delivery to electronic devices inside the subscriber's immediate location. Section 1(m) of the Agreement states that, to the extent Sinclair has the rights to do so, it will provide members with additional In-Home Streaming Rights.

START-OVER/LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over/Look Back Rights are not granted in this agreement. Section 1(m) of the Agreement states that, to the extent Sinclair has the rights to do so, it will provide members with Start Over/Look Back Rights.

CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR Rights are not specifically granted in this agreement, but members are not prevented from exercising any right that members have under law that does not require a license from Sinclair. In addition, Section 1(m) of the Agreement states that, to the extent Sinclair has the rights to do so, it will provide members with Cloud DVR Rights.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming rights are not addressed in this agreement, but members are not prevented from exercising any right that members have under law that does not require a license from Sinclair.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology rights are not addressed in this agreement, but members are not prevented from exercising any right that members have under law that does not require a license from Sinclair.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT rights are not granted in this agreement; no right to distribute the Stations via the open Internet or wireless/cellular technology.

STATION LIST

Call Letters	DMA	Affiliation	Channel
KTES-LD	Abilene-Sweetwater, TX	MeTV	D-1
KTXS	Abilene-Sweetwater, TX	ABC	D-1
		CW	D-2
		MeTV	D-3
WFXL	Albany, GA	FOX	D-1
		TBD	D-2
		Comet	D-3
		Charge!	D-4
WCWN	Albany, NY	CW	D-1
		Charge!	D-2
		CBS	D-3
		Stadium	D-4
WRGB	Albany, NY	CBS	D-1
		TBD	D-2
		Comet	D-3
KVII / KVIH	Amarillo, TX	ABC	D-1
		CW	D-2
		Comet	D-3
		Stadium	D-4
KEYE	Austin, TX	CBS	D-1
		Telemundo	D-2
KBAK	Bakersfield, CA	CBS	D-1
		FOX	D-2
		Charge!	D-3
		DABL	D-4
KBFX-CD	Bakersfield, CA	FOX	D-1
		TBD	D-2
		Comet	D-3

Call Letters	DMA	Affiliation	Channel
		Stadium	D-4
WBFF	Baltimore, MD	FOX	D-1
		MyTV	D-2
		Stadium	D-4
KFDM	Beaumont, TX	CBS	D-1
		CW	D-2
		FOX (1/1/21)	D-3
WABM	Birmingham/Tuscaloosa/Anniston, AL	MyTV	D-1
		ABC	D-2
		Local Weather	D-3
		DABL	D-4
WBMA-LD	Birmingham/Tuscaloosa/Anniston, AL	ABC	D-1
		Local Weather	D-2
		Stadium	D-3
		Charge!	D-4
WTTO	Birmingham/Tuscaloosa/Anniston, AL	CW	D-1
		Antenna TV	D-2
		Comet	D-3
		TBD	D-4
KBOI	Boise, ID	CBS	D-1
		CW	D-2
		Charge!	D-3
KYUU-LD	Boise, ID	CW	D-1
		TBD	D-2
		Comet	D-3
		Stadium	D-4
		DABL	D-5
WNYO	Buffalo, NY	MyTV	D-1
		Stadium	D-2
		Comet	D-3
		GetTV	D-4
WUTV	Buffalo, NY	FOX	D-1
		TBD	D-2
		Charge!	D-3
KTVM / KDBZ-CD	Butte-Bozeman, MT	NBC	D-1
		MeTV	D-2
		Charge!	D-3
KBSI	Cape Girardeau, MO/Paducah, KY	FOX	D-1
		MyTV	D-2
		Comet	D-3
WDKA	Cape Girardeau, MO/Paducah, KY	MyTV	D-1
		Charge!	D-2
		TBD	D-3
		Stadium	D-4

Call Letters	DMA	Affiliation	Channel
		DABL	D-5
KGAN	Cedar Rapids, IA	CBS	D-1
		FOX (1/1/21)	D-2
		GetTV (1/1/21)	D-3
WCIV	Charleston, SC	MyTV	D-1
		ABC	D-2
		MeTV	D-3
WCHS	Charleston/Huntington, WV	ABC	D-1
		Fox (1/1/21)	D-2
		Antenna TV (1/1/21)	D-3
WTVC	Chattanooga, TN	ABC	D-1
		FOX	D-2
		TBD	D-3
KRCR	Chico-Redding, CA	ABC	D-1
		MeTV	D-2
		Comet	D-3
KRVU	Chico-Redding, CA	MyTV	D-1
		Comet	D-2
WKRC	Cincinnati, OH	CBS	D-1
		CW	D-2
		Stadium	D-3
WACH	Columbia, SC	FOX	D-1
		Stadium	D-2
		Comet	D-3
		TBD	D-4
KRCG	Columbia/Jefferson City, MO	CBS	D-1
		Comet	D-2
		Charge!	D-3
		TBD	D-4
WSYX	Columbus, OH	ABC	D-1
		MyTV	D-2
		FOX (1/7/21)	D-3
		Antenna TV (1/7/21)	D-4
KSCC	Corpus Christi, TX	FOX	D-1
		TBD	D-2
		MyTV	D-3
WKEF	Dayton, OH	ABC	D-1
		FOX (1/1/21)	D-2
		Antenna TV	D-3
KDSM	Des Moines, IA	FOX	D-1
		Comet	D-2
		Charge!	D-3
		TBD	D-4

Call Letters	DMA	Affiliation	Channel
KDBC	El Paso, TX	CBS	D-1
		MyTV	D-2
		MeTV	D-3
		DABL	D-4
KFOX	El Paso, TX	FOX	D-1
		Comet	D-2
		Charge!	D-3
		Stadium	D-4
KCBY / KPIC / KVAL	Eugene, OR	CBS	D-1
		TBD	D-2
		Charge!	D-3
KAEF	Eureka, CA	ABC	D-1
		MeTV	D-2
		Comet	D-3
KECA	Eureka, CA	CW	D-1
		MyTV	D-2
WSMH	Flint/Saginaw/Bay City, MI	FOX	D-1
		Antenna TV	D-2
		Comet	D-3
		Stadium	D-4
KFRE	Fresno/Visalia, CA	CW	D-1
		Charge!	D-2
		FOX	D-3
		TBD	D-4
KMPH / KMPH-CD	Fresno/Visalia, CA	FOX	D-1
		DABL	D-2
		Comet	D-3
		Stadium	D-4
WGFL**	Gainesville, FL	CBS	D-1
		MyTV	D-2
		TBD	D-3
WWMT	Grand Rapids/Kalamazoo, MI	CBS	D-1
		CW	D-2
		Comet	D-3
WCWF	Green Bay, WI	CW	D-1
		Comet	D-2
		Charge!	D-3
		Stadium	D-4
		DABL	D-5
WLUK	Green Bay, WI	FOX	D-1
		Antenna TV	D-2
		TBD	D-3
WMYV	Greensboro/Winston-Salem/Highpoint, NC	MyTV	D-1
		GetTV	D-2

Call Letters	DMA	Affiliation	Channel
		Comet	D-3
WXLV	Greensboro/Winston-Salem/Highpoint, NC	ABC	D-1
		Stadium	D-2
		Charge!	D-3
		TBD	D-4
WCTI	Greenville-New Bern-Washington, NC	ABC	D-1
		Comet	D-2
		DABL	D-3
		TBD	D-4
WLOS	Greenville-Spartanburg-Asheville-Anderson	ABC	D-1
		Antenna TV	D-3
		Stadium	D-4
KGBT	Harlingen/Weslaco/Brownsville/McAllen, TX	TBD	D-2
		Comet	D-3
WHP	Harrisburg/Lancaster/ Lebanon/York, PA	CBS	D-1
		MyTV	D-2
		CW	D-3
WJAC	Johnstown/Altoona, PA	NBC	D-1
		MeTV	D-2
		Comet	D-3
		CW	D-4
KSNV	Las Vegas, NV	NBC	D-1
		Estrella TV	D-2
		Charge!	D-3
		Stadium	D-4
KVCW	Las Vegas, NV	CW	D-1
		MyTV	D-2
		TBD	D-3
		This TV	D-4
		Comet	D-5
KFXL	Lincoln, NE	FOX	D-1
KHGI / KHGI-CD / KWNB / KWNB-LD	Lincoln, NE	ABC	D-1
KHGI / KWNB / KWNB-LD	Lincoln, NE	FOX	D-2
		TBD	D-3
KATV	Little Rock/Pine Bluff, AR	ABC	D-1
		Comet	D-2
		Charge!	D-3
		TBD	D-4
WGXA	Macon, GA	FOX	D-1
		ABC	D-2
		Comet	D-3
WMSN	Madison, Wisconsin	FOX	D-1
		Comet	D-2
		Charge!	D-3

Call Letters	DMA	Affiliation	Channel
		TBD	D-4
KTVL	Medford, OR	CBS	D-1
		CW	D-2
		Comet	D-3
		TBD	D-4
WVTV	Milwaukee, WI	CW	D-1
		MyTV	D-2
		Comet	D-3
WUCW	Minneapolis/St. Paul, MN	CW	D-1
		Comet	D-2
		Charge!	D-3
		TBD	D-4
KECI / KCFW	Missoula, MT	NBC	D-1
		MeTV	D-2
		Charge!	D-3
WEAR	Mobile, AL/Pensacola, Florida	ABC	D-1
		TBD	D-2
		Charge!	D-3
WFGX	Mobile, AL/Pensacola, Florida	MyTV	D-1
		GetTV	D-2
		Comet	D-3
WPDE	Myrtle Beach/Florence, SC	ABC	D-1
		Local Weather	D-2
		Comet	D-3
		TBD	D-4
		DABL	D-5
WUXP	Nashville, TN	MyTV	D-1
		GetTV	D-2
		Comet	D-3
WZTV	Nashville, TN	FOX	D-1
		TBD	D-2
		Antenna TV	D-3
WTVZ	Norfolk, VA	MyTV	D-1
		Stadium	D-2
		Comet	D-3
		TBD	D-4
KOCB	Oklahoma City, OK	CW	D-1
		TBD	D-2
		Comet	D-3
		DABL	D-4
KOKH	Oklahoma City, OK	FOX	D-1
		Charge!	D-2
		Stadium	D-3
KPTM	Omaha, NE	FOX	D-1

Call Letters	DMA	Affiliation	Channel
		MyTV	D-2
		Comet	D-3
KTVO	Ottumwa, IA/Kirksville, MO	ABC	D-1
		CBS	D-2
		Comet	D-3
WHOI	Peoria/Bloomington, IL	TBD	D-1
WPGH	Pittsburgh, PA	FOX	D-1
		Antenna TV	D-2
		Charge!	D-3
WPNT	Pittsburgh, PA	MyTV	D-1
		Stadium	D-2
		Comet	D-3
		TBD	D-4
WGME	Portland, ME	CBS	D-1
		TBD	D-2
		Stadium	D-3
KATU	Portland, OR	ABC	D-1
		MeTV	D-2
		Comet	D-3
		Stadium	D-4
KUNP / KUNP-LD	Portland, OR	TBD	D-2
		Charge!	D-3
WJAR	Providence, RI	NBC	D-1
		MeTV	D-2
		Comet	D-3
		TBD	D-4
KHQA	Quincy, IL/Hannibal, MO/Keokuk, IA	CBS	D-1
		ABC	D-2
		Comet	D-3
WLFL	Raleigh/Durham, NC	CW	D-1
		Stadium	D-2
		TBD	D-3
		Antenna TV	D-4
WRDC	Raleigh/Durham, NC	MyTV	D-1
		Charge!	D-2
		Comet	D-3
KRXI	Reno, NV	FOX	D-1
		Charge!	D-2
		Antenna TV	D-3
WRLH	Richmond, VA	FOX	D-1
		MyTV	D-2
		Comet	D-3
		Charge!	D-4
		DABL	D-5

Call Letters	DMA	Affiliation	Channel
WSET	Roanoke/Lynchburg, VA	ABC	D-1
		Stadium	D-2
		Comet	D-3
		TBD	D-4
WUHF	Rochester, NY	FOX	D-1
		Antenna TV	D-2
		Comet	D-3
		TBD	D-4
KJZZ	Salt Lake City/St. George, UT	Independent	D-1
		Comet	D-2
		TBD	D-3
		Charge!	D-4
		DABL	D-5
KMYU	Salt Lake City/St. George, UT	MyTV	D-1
		CBS	D-2
KUTV	Salt Lake City/St. George, UT	CBS	D-1
		MyTV	D-2
KTXE	San Angelo, TX	ABC	D-1
		CW	D-2
		MeTV	D-3
KABB	San Antonio, TX	FOX	D-1
		Comet	D-2
		TBD	D-3
WOAI	San Antonio, TX	NBC	D-1
		Antenna TV	D-2
		Charge!	D-3
WTGS	Savannah, GA	FOX	D-1
		Comet	D-2
		Antenna TV	D-3
		TBD	D-4
KOMO	Seattle/Tacoma, WA	ABC	D-1
		Comet	D-2
		Charge!	D-3
KUNS	Seattle/Tacoma, WA	TBD	D-2
		Stadium	D-3
KPTH / KBVK-LD / KPTP-LD	Sioux City, IA	FOX	D-1
		MyTV	D-2
		Charge!	D-3
		Stadium	D-4
WSBT	South Bend, IN	CBS	D-1
		FOX	D-2
KLEW	Spokane, WA	CBS	D-1
		Charge!	D-2
		Comet	D-3

Call Letters	DMA	Affiliation	Channel
WICD / WICS	Springfield/Champaign/ Decatur, IL	ABC	D-1
		Comet	D-2
		TBD	D-3
		Charge!	D-4
KDNL	St. Louis, MO	ABC	D-1
		TBD	D-2
		Charge!	D-3
		Stadium	D-4
WSTM	Syracuse, NY	NBC	D-1
		CW	D-2
		Comet	D-3
WSTQ-LP	Syracuse, NY	CW	D-1
WTWC	Tallahassee, FL	NBC	D-1
		FOX	D-2
		Charge!	D-3
WNWO	Toledo, OH	NBC	D-1
		Stadium	D-2
		Comet	D-3
		TBD	D-4
WPBN / WTOM	Traverse City/Cadillac, MI	NBC	D-1
		Comet	D-3
WCYB	Tri-Cities, TN-VA	NBC	D-1
		CW	D-2
		Comet	D-3
KTUL	Tulsa, OK	ABC	D-1
		Comet	D-2
		Antenna TV	D-3
		TBD	D-4
WJLA	Washington, DC	ABC	D-1
		Charge!	D-2
		Comet	D-3
		TBD	D-4
WPEC	West Palm Beach/Fort Pierce, FL	CBS	D-1
		Weather Nation	D-2
		Comet	D-3
WTCN-CA	West Palm Beach/Fort Pierce, FL	MyTV	D-1
		Antenna TV	D-2
		TBD	D-3
		DABL	D-4
WTVX	West Palm Beach/Fort Pierce, FL	CW	D-1
		Azteca	D-2
		MyTV	D-3
WWHB-CA	West Palm Beach/Fort Pierce, FL	Azteca	D-1
		Charge!	D-2

Call Letters	DMA	Affiliation	Channel
		Stadium	D-3
WTOV	Wheeling, WV/ Steubenville, OH	NBC	D-1
		FOX	D-2
		MeTV	D-3
KAAS/KSAS/KOCW/KAAS-LP/KSAS-LD/KSAS-LP	Wichita/Hutchinson Plus, KS	FOX	D-1
		TBD	D-2
		Comet	D-3
WOLF**	Wilkes-Barre-Scranton, PA	FOX	D-1
		MyTV	D-3
WQMY**	Wilkes-Barre-Scranton, PA	MyTV	D-1
		FOX	D-2
KEPR / KIMA	Yakima-Pasco-Richland-Kennewick, WA	CBS	D-1
		CW	D-2
		Stadium	D-3
KORX / KUNW-CW / KVVK-CD	Yakima-Pasco-Richland-Kennewick, WA	Comet	D-2
		TBD	D-3
		Charge!	D-4

** Sinclair provides services to this station pursuant to a JSA, SSA or other similar agreement.

November 10, 2020

Sallisaw Municipal Authority
d/b/a DiamondNet
115 East Choctaw
Sallisaw, Oklahoma 74955
Attention: Dave Stockton, Principal, Uptown Services LLC

Re: Retransmission Consent and Carriage Agreement

Dear Mr. Stockton:

Scripps Media, Inc. ("Broadcaster"), on behalf of Station KJRH-TV (Tulsa, Oklahoma) ("Station"), which Broadcaster either ultimately owns, operates, or manages, hereby consents, in conformity with 47 U.S.C. § 325(b), to the retransmission to end-user subscribers, on a non-exclusive basis, simultaneously with its broadcast, in its entirety and without material degradation, of each Station's broadcast signal, including all program-related material therein (but excluding, however, those portions of the signal that are not offered by the Station on a free-over-the-air basis, including any portion thereof that consists of video-on-demand programming or any encrypted video or audio programming, data, or content offered by the Station over-the-air to subscribers on a paid or subscription basis), on the channel number position(s) on which the signal (or program transport streams thereof) are carried as of the date hereof or, at Broadcaster's request, on such Station's off-air or major channel number positions. This grant of consent is limited to those geographical areas served by Operator's System(s) (as defined below) (i) within a Station's Designated Market Area ("DMA"), and (ii) with respect to a program transport stream affiliated with the NBC television network, to the extent permitted by the Station's network and program suppliers, where the Station is "significantly viewed" (as defined by the FCC), or where Operator's System(s) retransmit such Station as of the date hereof, subject to any limitations of Station's network or program suppliers (collectively, "Service Area"), and, in each case, is conditioned upon each System not retransmitting into a Station's DMA the signal (or portion thereof) of any other broadcast television station affiliated with the network with which the Station or any of its program transport streams is then currently affiliated unless such other station is significantly viewed.

In exchange for this retransmission consent, Sallisaw Municipal Authority, d/b/a DiamondNet and its affiliates ("Operator") hereby agree to (i) retransmit the Station's signal (including each program transport stream thereof and all program-related material inserted therein) for the full term under the terms and conditions of this Agreement to, and only to, end-user subscribers served by its cable systems, master antenna television ("MATV") systems, or satellite master antenna television ("SMATV") systems providing service in the relevant Service Area (each, a "System"); (ii) pay to Broadcaster the retransmission consent fees set forth in Attachment A; and (iii) provide "most favored nations" protection with respect to the material non-economic terms and conditions (including, but not limited to, any carriage right, such as any high-definition, multicast, or downconversion carriage right, tiering right, channel position right, etc.) under which Operator may retransmit the signal(s) of each and every other third party television station located in the Station's DMA. Operator shall not charge or seek to charge any System subscriber a separate fee for receipt of or the ability to view all or any portion of the Station's signal on a System without the prior written consent of Broadcaster. Notwithstanding the foregoing, Operator may include on subscriber bills the fee paid for all local broadcast signals, so long as (i) Operator does not disclose the individual fee paid per station or per broadcaster, (ii) Operator complies with the confidentiality provision of this Agreement, and (iii) the fee solely represents actual retransmission consent payments paid by Operator to local broadcast stations and does not include administrative fees, overhead, franchise fees, state and local taxes or similar charges.

The term of this Agreement shall be from January 1, 2021 through December 31, 2023.

Retransmission of the Station's signal shall be at Operator's expense; in its original format and without interruption (including with respect to Station's EAS messages), additions, insertions (including insertions of interactive data, content, or triggers), alterations, deletions, time compression, non-subscriber-initiated squeezebacks, or material degradation; and of no less technical quality than required by FCC rules for "must-carry" stations and at least of equal quality to all other digital signals carried by the System (except the signal quality as retransmitted by the System shall not be required to be better than the quality of such signal as received from the Station by the System). Each System required to retransmit a Station's signal shall carry such Station's primary program transport stream on each service tier so that the primary signal is retransmitted to one hundred percent (100%) of the System's subscribers. In addition, carriage shall also be on all other tiers (e.g., HD and analog on a downconverted basis) that Operator provides. In no event shall Operator authorize, provide, or facilitate any feature that permits or enables the automatic skipping of commercial advertisements or the replacement or overlay of different commercial advertisements in the Station's signal (or any program transport stream thereof).

If a System should be sold, or should its control be transferred to or merged with any new owner or operator, Operator agrees that this Agreement may not be assigned to or assumed by a third party and that it automatically terminates with respect to affected System(s) upon transfer, sale, change of control, merger, or other disposition of one or more affected Systems or of the Operator or upon an assignment of all or substantially all of the assets of Operator, whether by operation of law or otherwise. Broadcaster shall have the right to terminate this Agreement in the event that Broadcaster no longer owns, operates, or manages the Station. This Agreement only applies to the Station(s) referenced in the first paragraph and the Systems existing as of the first day of the term. If Operator acquires one or more additional systems, any such system shall not constitute a System hereunder. If Broadcaster acquires one or more additional stations, any such station shall not constitute a Station hereunder. In the event of any subsequently acquired Station or subsequently acquired System, the parties shall negotiate in good faith for retransmission consent and carriage with respect thereto.

Operator agrees to inform Broadcaster immediately if Operator's Systems provide video service to 5,000 or more subscribers. Broadcaster shall have the right to terminate this Agreement upon thirty (30) days' notice if Operator's Systems provide video service to 5,000 or more subscribers, and the parties agree to negotiate in good faith a long-form retransmission consent agreement in such event.

Operator agrees (i) that no System shall include any means of direct distribution of television signals to subscribers via direct broadcast satellite or other satellite delivery mechanisms, wireless or mobile technology (excluding use of encrypted wireless delivery technologies to set top boxes of subscribers solely within a subscriber's premises of a signal delivered to the premises by wireline IPTV technology, and also excluding wireless delivery that is part of a System's internal infrastructure, such as microwave hops, for ultimate delivery to a subscriber's premises), or the Internet (it being agreed that the foregoing shall not prohibit distribution of a Station's signal via a secure and closed transmission path within the Service Area utilizing Internet Protocol, but not by the public Internet (i.e., the World Wide Web) or via a broadband connection), and (ii) that any transport and processing by a System of a Station's signal, including by a third-party vendor (such as Roku or MobiTV), will not result in any degradation of the signal's quality. Operator further agrees to the additional terms and conditions set forth in Attachment C hereto in connection with HLS and similar retransmissions.

Each party represents and warrants to the other that (i) it is a corporation, limited liability company, partnership, cooperative, or municipality duly organized and validly existing and in good standing under the laws of the state of jurisdiction of its creation; (ii) it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; (iii) it is under no contractual or other legal obligations that shall in any way interfere with its full, prompt, and complete performance hereunder; and (iv) the individual executing this Agreement on behalf of it has the authority to do so. In addition, Operator represents and warrants that (v) it owns, controls, or solely manages each System; (w) each System is either a "cable system," as defined in 47 U.S.C. § 522(7), or a MATV system or SMATV system, as defined by the FCC; (x) its Systems will not utilize technology for the delivery of any program transport streams routed through the Internet to a subscriber's premises or otherwise utilize any type of "over-the-top" delivery or technology, unless expressly permitted by Broadcaster; (y) it has, together with the rights granted to it hereunder, acquired the necessary rights, licenses, consents, authorizations, and permits from all relevant authorities, including copyrights, patents, trademarks, service marks, and trade names necessary to retransmit the signal(s) as provided herein and that, during the term, it shall continue to maintain or obtain the same; and (z) it is in full compliance with all laws and FCC regulations that materially relate to this agreement. Operator acknowledges and agrees that Broadcaster is under no obligation hereunder to provide any specific programming, that programming on any particular program transport stream may change from time to time, and that a Station may cease broadcasting a particular program transport stream and/or may add additional program transport streams from time to time. If a Station's authority to grant retransmission consent should be challenged, withdrawn, or altered by any program supplier or network, Operator, immediately upon receipt of a request in writing from the Station, agrees that it will immediately terminate retransmission and carriage of any affected program transport stream(s) or program(s) on the System(s) as directed by the Station.

Broadcaster, in addition to all other rights and remedies available to it under this Agreement or applicable law, may terminate this agreement (i) as to any System which ceases to be a "System" hereunder; (ii) if a Station's network or program supplier objects to retransmission of its programming on Operator's System(s); or (iii) if such System does not retransmit the signals of at least two of the other television stations located in the Station's DMA that are affiliated with a Big 4 Network (as defined in Attachment A hereto). Except as otherwise set forth herein, either Broadcaster or Operator, in addition to all other remedies that may be available to it under this Agreement or under applicable law, may elect to terminate this agreement, effective at any time, and be relieved of any further liabilities and obligations hereunder, by giving the other party written notice, if the other party has made a material misrepresentation or has materially breached its duties or obligations hereunder and such misrepresentation or breach is not cured within thirty (30) days of such notice.

Broadcaster and Operator shall each indemnify, defend, and forever hold harmless the other, the other's affiliated companies and entities and their respective officers, directors, trustees, employees, representatives, and partners against and from all liabilities, claims, costs, damages, and expenses (including, without limitation, reasonable counsel fees, disbursements, and court and administrative costs) ("Costs") arising out of any material breach by them of any warranty, covenant, or representation contained herein; Broadcaster shall, in addition, indemnify the foregoing Operator indemnitees against and from all Costs arising out of the content contained within the signal; and Operator shall, in addition, indemnify the foregoing Broadcaster indemnitees against and from all Costs arising out of any content that Operator may insert into, delete from, or impose upon any signal and against and from all taxes, franchise fees, statutory, private, or other copyright license fees, and other similar charges arising out of the retransmission of a Station's signal by the System(s) to its subscribers. This indemnification provision shall survive the termination or expiration of the Agreement.

Notwithstanding any provision of law, Operator hereby waives the notice requirements set forth in 47 C.F.R. §§ 76.94, 76.105 and further agrees that if Broadcaster or Station provides to Operator or a System a written request in respect of non-duplication of network programming or syndicated exclusivity, Operator shall begin providing the protection for the Station's signal as requested within thirty (30) days of receipt thereof. The parties agree that each "System" shall be treated as a "cable system" for purposes of the FCC rules related to non-duplication of network programming and syndicated exclusivity, 47 C.F.R. § 76.92 et seq. and § 76.101 et seq., and that each shall comply with such rules, as in effect on January 1, 2020, except as otherwise set forth herein, notwithstanding any amendment or termination of such rules after such date. This paragraph shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.

In the event a Station seeks to participate in the transition to broadcasting standards known in the industry as "ATSC 3.0," either by continuing to broadcast pursuant to current standards ("ATSC 1.0 standards") or by broadcasting pursuant to ATSC 3.0 standards, and Station participates with one or more other television stations in such transition (each, an "Other Participating Station"), then (i) nothing in this Agreement grants, or shall be deemed to grant, Operator retransmission consent with respect to any programming channels of an Other Participating Station that Station may be broadcasting pursuant to either ATSC 1.0 or ATSC 3.0 standards (i.e., consent for such channels must be obtained from the Other Participating Station), and (ii) notwithstanding anything in any agreement between Operator and an Other Participating Station, this Agreement shall govern retransmission by Operator of all programming transport streams that Operator was either retransmitting or was required to retransmit hereunder immediately prior to such Station's transition, even if the programming content of such program transport stream(s) is broadcast by an Other Participating Station pursuant to either ATSC 1.0 or ATSC 3.0 standards (i.e., consent for such content cannot be obtained from an Other Participating Station). For clarity, a Station's compliance with ATSC 3.0 standards rather than ATSC 1.0 standards shall not be deemed a breach of any provision herein, and Operator shall not be required to retransmit any program transport stream in ATSC 3.0. Operator may retransmit a program transport stream in ATSC 3.0 subject to Broadcaster's rights from its network and programming suppliers, and Broadcaster makes no representation as of the date of this Agreement that it has any rights to authorize Operator to retransmit any program transport stream in ATSC 3.0. In the event Operator desires to retransmit a program transport stream in ATSC 3.0, Operator shall notify Broadcaster at least ninety (90) days in advance so that Broadcaster can determine the rights it has to authorize such retransmission with respect to such program transport stream's programming content.

This Agreement shall be governed by and construed under and in accordance with the laws of the jurisdiction of New York (excluding choice-of-law provisions thereof), subject to all applicable provisions of the Communications Act of 1934, as amended, and all applicable rules, regulations, and orders of the FCC.

Operator acknowledges and agrees that Broadcaster may provide Operator, at the address above, with any notice required by any law or regulation and that such notice shall satisfy any legal or regulatory requirements.

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous, express or implied, written or oral agreements, representations, and conditions between the parties with respect thereto. Invalidation of any provision of this Agreement by applicable law shall not affect the validity of any other provision of this Agreement. This Agreement may be modified or amended only by a written instrument signed by Broadcaster and Operator. All other rights with regard to the Station's signal not specifically granted herein are reserved to Broadcaster, including, but not limited to, the right to control retransmission of the Station's signal by means of any other technological platforms, whether now known or hereafter coming into existence, including, but not limited to, the public Internet, wireless, mobile, and TV Everywhere technologies. Operator shall not authorize any other person or entity to retransmit the Station's signal or any portion thereof. The terms of this Agreement shall remain confidential except with respect to financial information provided to auditors or contract third parties, to a prospective acquirer of or investor in a Station, and also as necessary for a party to enforce its rights hereunder.

Please indicate your acceptance of this Agreement by signing below and returning it to me.

Sincerely,

William Appleton
Executive Vice President & General Counsel

Accepted and Agreed:

SALLISAW MUNICIPAL AUTHORITY, d/b/a DiamondNet

Name: Keith Skelton
Title: General Manager

ATTACHMENT A

CONSIDERATION

In consideration of the execution by Broadcaster of the attached Agreement and the grant of retransmission consent as set forth therein by Broadcaster on behalf of the Stations carried by the System(s), Operator hereby agrees to pay the following monthly retransmission consent fees (i) for each subscriber of its System(s) that receives by any distribution or reception method the primary transport stream of a Station and (ii) for each subscriber of its System(s) that receives by any distribution or reception method a multicast transport stream of a Station, specifically as follows (collectively, "Fees"):

Monthly Retransmission Consent Fees

For Each Primary Transport Stream and For Each Multicast Transport Stream Affiliated with a Big 4 Network

Period	Fee per Subscriber Per Month	
	In-Market	Out-of-Market
01/01/2021-12/31/2021	$4.25	$0.85
01/01/2022-12/31/2022	$4.50	$0.90
01/01/2023-12/31/2023	$4.75	$0.95

As used herein, "Big 4 Network" means the ABC, CBS, Fox, or NBC television network (or any successor or assignee of such network, any replacement network thereto, or any substantially similar network or programming service subsequent thereto, provided such network is one of the top four English-language national networks as measured by Nielsen national viewership rankings).

Payment of the Fees required pursuant to this Agreement for each month shall be sent as follows:

ACH Instructions
Wells Fargo Bank, N.A.
ABA: 121000248
SWIFT: WFBIUS6S
Account Name: The E.W. Scripps Company
Account Number: 4000135020

Check Address
Scripps Media Retransmission
P.O. Box 204286
Dallas, TX 75320-4286

Email address for backup/payment support:
Retransmission@scripps.com

All payments will be made no later than thirty (30) days following the end of the month for which payment is due. Past-due payments will bear interest at the rate of one and one-half percent (1.5%) per month or, if less, the maximum rate allowed by law, and Operator shall be liable for all reasonable costs and expenses (including, without limitation, reasonable attorney's fees and court costs) incurred by Broadcaster in collecting any past-due payments. Notwithstanding anything in the Agreement to the contrary, in the event Operator fails to timely pay the Fees for two (2) consecutive months or for three (3) months in any twelve-month period, Broadcaster shall have the right to immediately terminate the Agreement. In addition, notwithstanding anything to the contrary, in no event may Operator make a subsequent reduction in the number of subscribers for which Operator has paid Broadcaster after three (3) months from Operator's initial report for that reporting period.

Bulk accounts (i.e., accounts billed to a multiple dwelling unit facility on a bulk rate basis by Operator and in which no individual dwelling unit has a separate account) may be counted and paid on an equivalent bulk unit ("EBU") basis, which shall be calculated according to the following formula:

> (i) the total monthly bulk rate charged by Operator to a particular bulk customer for the entire multiple dwelling unit (including, but not limited to, apartment or condominium complexes, hotels, or hospitals) for the basic tier of service (or, if no such tier of service exists, the tier of service provided to the greatest number of a System's subscribers); divided by
>
> (ii) the lowest monthly rate charged by Operator to such System's non-bulk rate subscribers for the same level of television programming service;

provided however, that for bulk-billed accounts (other than hotel/motel accounts) the number of subscribers paid by Operator shall never be less than seventy-five percent (75%) of the total number of units in each multiple dwelling.

Operator shall provide Broadcaster with a monthly report, on a System-by-System basis, indicating the number of subscribers that are residential, the number that are commercial, and the number that are subject to a bulk-rate arrangement and in each case that are receiving a Station's signal, together with which specific portion(s) of the Station's signal that was received. The monthly report shall be included with the monthly payment. The number of subscribers during any month shall be equal to the number of subscribers at the beginning of the month plus the number of subscribers at the end of the month divided by two. Broadcaster shall retain reasonable audit rights.

ATTACHMENT B

In-Home Distribution

In General. Notwithstanding anything to the contrary in the Agreement, but subject to the provision in such Agreement that permits Broadcaster to withdraw retransmission consent, to the extent Broadcaster has, or obtains at any time during the term, the rights necessary to permit Operator to retransmit the signal of any Station(s) (including any program transport stream or any portion thereof) to Authenticated Subscribers (as defined below) to any device included within Broadcaster's rights, including, without limitation, tablets, personal computers, laptops, and handheld mobile devices ("In-Home Distribution Rights"), then Operator shall have the right to retransmit such signal(s) (or applicable program transport stream(s) or portion(s) thereof) to Authenticated Subscribers, within each such Authenticated Subscriber's premises only, to such devices in accordance with Broadcaster's In-Home Distribution Rights (i.e., subject to any applicable terms and conditions), and there shall be no additional cost or fee to Operator provided that Broadcaster obtained such In-Home Distribution Rights at no additional consideration to Broadcaster that is specifically attributable to obtaining such In-Home Distribution Rights; provided further, however, that if Broadcaster obtained such In-Home Distribution Rights at additional consideration to Broadcaster, then, upon Broadcaster's request, the parties shall negotiate in good faith the consideration to be paid to Broadcaster for such In-Home Distribution Rights. If Operator enables Authenticated Subscribers within a particular Station's DMA to access via a nontraditional television set the programming content of another television broadcast station licensed to a community within such Station's DMA, Operator shall allow Authenticated Subscribers in such Station's DMA to access programming content from such Station via a nontraditional television set in a no less favorable manner, to the extent permitted by the rights granted in this Attachment B. As used in this Attachment B, "Authenticated Subscribers" shall mean subscribers pursuant to the Agreement whose identity shall be authenticated in a manner no less effective than the authentication of subscribers receiving the signal (or applicable program transport stream or portion thereof) of the applicable Station as part of a package of cable television services.

ATTACHMENT C

HLS/Roku/MobiTV

1. In the event that Operator elects to deliver to subscribers a Station's signal (or any portion thereof) using HTTP Live Streaming (or any similar method, protocol or successor thereto) ("HLS") to Roku set-top boxes (or similar devices, such as MobiTV), Operator represents, warrants, and covenants that (i) all HLS retransmissions shall be over Operator's owned, private, closed wireline transmission facilities and no content shall be retransmitted over the public Internet; (ii) all HLS retransmissions, including any adaptive bit rate streaming enabled thereby, shall satisfy the technical specifications below; (iii) all HLS retransmissions shall be to subscribers physically located within the Station's DMA and not to any portion of the Station's Service Area outside of the Station's DMA; (iv) Operator shall not authenticate Roku or similar devices that are not physically connected to Operator's owned, private, closed wireline transmission facilities within the Station's DMA; (v) Operator shall immediately deauthorize any Roku or similar device in the event its user is no longer a subscriber of Operator for which Operator pays Broadcaster pursuant to this Agreement; and (vi) Operator shall not authenticate any Roku or similar device that enables its user to retransmit any portion of the Station's signal outside of the Station's DMA (e.g., Slingbox-like devices).

2. If (x) Operator breaches any of the foregoing representations, warranties, and covenants, or (y) any content owner of material contained in the Station's signal objects to such HLS retransmissions, Broadcaster may immediately terminate this Agreement with respect to HLS retransmissions, and if Operator does not immediately cease such HLS retransmissions upon notice of Broadcaster's termination thereof, Broadcaster may immediately terminate the Agreement in its entirety.

3. Technical specifications for HLS: (A) the maximum bit rate of each feed shall not be less than the maximum bit rate for any other feed or service in the same format (i.e., HD or SD); (B) the minimum bit rate of each feed shall not be less than the minimum bit rate for any other feed or service in the same format; and (C) any rate-shaping of a feed shall not result in a reduction in the bit rate greater than ten percent (10%) of the instantaneous bit rate of that feed.

ATTACHMENT D

Unauthorized Use/Headend DVR

Except as specifically provided herein, Operator shall not, for pay or otherwise, record, copy, duplicate, retransmit, and/or expressly authorize the recording, copying, duplication, or retransmission of any portion of any Station's broadcast signals without the prior written permission of Broadcaster. The foregoing sentence shall not prohibit the use of personal home video recording equipment, such as VCRs or digital video recorders, by authorized subscribers for personal, non-commercial purposes, or prevent Operator from assisting in connecting subscribers' in-home recording devices, provided that such use does not require a grant of license by Broadcaster under then-existing law and continues to be treated as a fair use under copyright law. Additionally, nothing in this Agreement shall be deemed to prohibit Operator from providing subscribers with subscriber-initiated video recording technology or functionality as part of Operator's service, such as, by way of example, providing subscribers with remote-site recording or headend DVR capability, provided that such uses are either treated as a fair use under copyright law or are not in violation of another party's copyright rights, and provided further, however, that Operator shall indemnify and hold harmless Broadcaster, its affiliates, and their respective officers, directors, employees, trustees, and partners, from any and all Costs (as defined in the Agreement) arising from Operator's provision of such technology or functionality. Should Operator become aware of a third party performing such unauthorized recording, copying, duplication, or retransmission, then Operator shall promptly notify Broadcaster. In no event shall Operator authorize, provide, or facilitate any feature that permits or enables the automatic skipping of commercial advertisements in a Station's broadcast signals, provided that the foregoing does not prohibit traditional consumer subscriber-activated fast forward functionality that allows viewers to see the advertisements as they are being fast-forwarded and which operates uniformly throughout all segments included in the broadcast signals.

ATTACHMENT E

Start Over/Look Back/VOD Terms and Conditions

1. Definitions.

(a) "Start Over" means that functionality, accessible by Operator's subscribers viewing the linear exhibition of a broadcast signal or program transport stream therein, whereby such subscribers may start viewing a Program (as defined below) that is in progress, from its beginning, at any time during the period of such Program's linear exhibition.

(b) "Look Back" means that functionality, accessible by Operator's subscribers viewing the linear exhibition of a broadcast signal or program transport stream therein, whereby such subscribers may access for viewing a Program at any time during the seventy-two (72) hour period after the end time of such Program's linear exhibition.

(c) "Programs" means those programs contained in a Station's broadcast signal carried by the applicable System that Station produces or has produced for which Station has the necessary rights to permit distribution hereunder on a Start Over, Look Back or VOD basis at a non-incremental cost to Station. As of the date of this Agreement, "Programs" is limited to local news programs and those programs for which Station may notify Operator from time to time.

(d) "Video-on-Demand ("VOD")" means that mode of exhibition whereby a subscriber of Operator's System may select and view a Program at any time at such subscriber's discretion during such Program's access window.

2. Grant of Rights. Notwithstanding anything to the contrary in this Agreement, Broadcaster hereby grants to Operator a non-exclusive right to enable Start Over, Look Back and VOD functionalities on Operator's System(s) with respect to Programs contained in the broadcast signal(s) carried by such System(s) pursuant to the Agreement, including without limitation the right, to the extent necessary to exploit such Start Over, Look Back and VOD rights, to record each Program from such broadcast signal(s), and to remodulate, copy, store, distribute, transmit and exhibit each Program on a Start Over, Look Back and VOD basis on the applicable Systems, each at Operator's sole expense; provided however, that (a) such functionality with respect to any such Program is provided to Operator's subscribers on a "No Charge Basis" (i.e., without a specific incremental cost or charge therefor whether on a monthly or other periodic basis, or on a discrete basis, provided that the foregoing shall not include charges for set top boxes or other equipment, applications or services other than Start Over, Look Back or VOD); (b) such functionality may be activated solely on System(s) that carry, pursuant to this Agreement, the broadcast signal(s) in which such Program is broadcast; and (c) Operator shall not have the right to edit, reformat, alter, time compress, modify or change the Program (including commercial announcements inserted therein) or to materially degrade the video and audio quality thereof.

3. Program Availability. Station may, in its reasonable discretion, determine the access window of each Program, and, in the case of news programming, no Program shall be made available on a Look Back or VOD basis after twenty-three (23) hours after such Program was first broadcast by the Station. The parties will reasonably cooperate in providing to Operator, on a mutually agreed basis and via a mutually agreed method, a schedule of Programs, along with a meta data file in an electronic format reasonably acceptable to Operator that identifies specified data for each Program, including the start time whereby recording of such Program shall commence and the end time whereby recording of such Program shall cease. Operator will distribute all content of the Programs, including commercial content, in full, uninterrupted and in its entirety, without alteration, deletion, delay, or other modification, and Operator shall disable fast-forward functionality during any playback on a Start Over, Look Back or VOD basis.

4. Withdrawal. Upon notice by Broadcaster or a Station, Operator shall as soon as reasonably practicable cease retransmitting or making available to any person any particular Program on a Start Over, Look Back, or VOD basis due to any error, omission, or other matter contained in the Program that Broadcaster or such Station reasonably believes would expose Broadcaster or such Station to material liability. Broadcaster or Station may notify Operator by telephone call, email, or facsimile of its demand that Operator cease retransmitting or making available any particular Program. Operator hereby indemnifies and holds harmless Broadcaster and the Station(s) for any liability accruing to Broadcaster or a Station as a consequence of Operator's failure to cease making available any particular Program after the giving of such notice.

5. Usage Reports. Operator shall provide Station, by the 30th day of each month, a report containing statistics of usage of the Start Over, Look Back, and VOD offerings of the Station's Programs for the preceding month. At a minimum, such statistics shall include the total number of subscribers to whom the Program is retransmitted or made available on a Start Over, Look Back, and VOD basis. Operator shall use commercially reasonable efforts to further include statistical information regarding the total number of times each individual Program was accessed, the number of times during each clock hour that an individual Program was accessed, and the average length of time that each Program was accessed and, if possible, the number of unique viewers viewing such Program relative to all subscribers on Operator's System. Operator shall use commercially reasonable efforts to show a Station's Programs' performance with respect to the criteria set forth in the preceding sentence as compared to other programming genres, and all programming genres, in each case taken as a whole. In no event shall Operator be required to disclose information that personally identifies any individual subscriber or otherwise violates applicable law or Operator's internal privacy policies. Broadcaster or Station may disclose such usage reports to third parties, including its advertisers.

ATTACHMENT F

TV Everywhere Distribution of Program Transport Streams Affiliated with the NBC Television Network

This Attachment, effective as effective as of the first day of the Term of the Agreement (the "Effective Date"), sets forth the terms and conditions under which Operator (or "MVPD") is permitted to distribute a Station's Linear TVE Stream(s) affiliated with the NBC Television Network pursuant to the terms and conditions of the Agreement between Broadcaster and Operator to which this Attachment is attached (the "Agreement"). Operator hereby agrees to comply with the following specifications and restrictions, including, without limitation, those set forth in Exhibit A and Exhibit B to this Attachment, as a condition of exercising the TV Everywhere ("TVE") rights granted hereby:

1. Certain Definitions. Terms not otherwise defined below, including, without limitation, those set forth in Exhibit A to this Attachment, shall have the meaning ascribed to them in the Agreement. Terms defined below that conflict with a term defined in the Agreement shall apply only with respect to this Attachment.

"Access Points" means websites, applications, and/or other services that deliver content via the Internet to Authenticated Subscribers of Operator.

"Visiting Viewer" means an end user subscriber to Operator's facilities-based MVPD service that is located outside of his or her home DMA when attempting to access a Station's Linear TVE Stream.

"VOD" means the mode of exhibition of video programming whereby an MVPD subscriber may, at his/her discretion, select a program from a menu of available video programs, each of which is stored on a remote server, for full-program video viewing immediately after selection, for no additional discrete fee.

Additional definitions are set forth in Exhibit A to this Attachment, which are incorporated as if fully set forth herein.

2. Term. The Term of this Attachment shall commence upon the Effective Date and expire upon the earlier of (i) the expiration or termination of the Affiliation Agreement; (ii) the expiration or termination of the Agreement; (iii) the expiration or termination of Operator's agreement with NBC (or an affiliated entity thereof) for delivery of certain of the Network Programming on a VOD basis to Authenticated Subscribers; or (iv) the expiration or termination of Operator's agreement with NBC (or an affiliated entity thereof) for TVE Distribution of NBCOTS.

3. General; Distribution.

3.1 Operator shall distribute Station's Linear TVE Stream only on a simulcast basis via the Internet, to be accessed by Operator's Authenticated Subscribers through Operator, Broadcaster and/or Station, and/or NBC Access Points, for playback and exhibition on Permitted Devices, subject to the usage rules and limitations set forth herein, only within a Station's DMA.

3.2 Operator shall be entitled to authenticate Authenticated Subscribers to access (1) Station's Linear TVE Stream on NBC Access Points, (2) NBC national sports programming on NBCSports.com and NBC Sports app or successor, and (3) NBC News programs on a live basis (e.g., Nightly News, Meet the Press, Dateline, and specials) on NBCnews.com and NBC News app or successor.

3.3 Broadcaster's and/or Station's owned, operated, and NBC-branded websites and applications may link and redirect to the Linear TVE Streams as made available on NBC.com and the NBC app, respectively, as authenticated by Operator, both of which will display such Station's Linear TVE Stream.

3.4 Operator shall be authorized to distribute a Station's Linear TVE Stream only during those periods of time that Operator (i) is a party to a current agreement with NBC (or an affiliated entity thereof) for delivery of certain of the Network Programming on a VOD basis to Authenticated Subscribers, is a party to a current agreement with NBC (or an affiliated entity thereof) for TVE Distribution of NBCOTS, or otherwise has current written approval from NBC, and (ii) is currently carrying Station on its facilities-based MVPD system.

3.5 The Linear TVE Stream distributed by Operator shall be identical to Station's over-the-air signal, except for local and network ad substitution (if applicable) and required content blackouts and/or replacements.

3.6 With respect to any content that Broadcaster or NBC believes it does not have the necessary rights to make available for TVE distribution, Broadcaster or NBC, as applicable, will either black out or replace such content within the Linear TVE Stream or notify Operator that such content must be blacked out.

3.7 For clarity, the terms of this Attachment are applicable solely to the live, simultaneous linear broadcast stream and do not include VOD or any other forms of distribution of NBC Programming or Affiliate Programming.

4. Visiting Viewer Access.

4.1 NBC Access Points. A Visiting Viewer may be authorized by Operator to view a Linear TVE Stream of a Station via NBC Access Points if (1) such Visiting Viewer is physically present within Station's DMA when attempting to access such Station's Linear TVE Stream and (2) such Visiting Viewer is eligible to access the authenticated linear stream of an NBC-affiliated station on NBC Access Points within such Visiting Viewer's home DMA.

4.2 MVPD Access Points. A Visiting Viewer may be authorized by Operator to view a Linear TVE Stream of a Station via Operator's MVPD Access Points if (1) such Visiting Viewer is physically present within Station's DMA when attempting to access such Station's Linear TVE Stream and (2) such Visiting Viewer is eligible to access the authenticated linear stream of an NBC-affiliated station on such MVPD Access Points within such Visiting Viewer's home DMA.

4.3 For clarity, eligibility under clause (2) in both Section 4.1 and Section 4.2 requires compliance with Section 1.9 of Exhibit B.

5. No Fees.

5.1 Operator shall not charge any fee or other consideration to either Broadcaster, NBC, or any end-user subscriber or Authenticated Subscriber (other than generally applicable charges for a package or tier of service that includes TVE Distribution rights with respect to video programming within such package or tier that is distributed via Operator's facilities-based MVPD service).

5.2 Neither Broadcaster nor NBC will charge any fee to Operator for the right to authenticate subscribers to access the Linear TVE Stream via NBC Access Points or to make available any Linear TVE Stream for TVE Distribution via MVPD Access Points.

6. Additional Technical Requirements.

6.1 Operator acknowledges and agrees that the additional technical requirements set forth in Exhibit B are of the essence to this Attachment. In addition to Broadcaster's rights and remedies with respect to Operator's failure to comply with Exhibit B, NBC shall have the independent right to terminate this Attachment if Operator fails to meet the technical requirements attached hereto as Exhibit B.

6.2 MVPD further acknowledges and agrees that NBC reserves the right to update the technical requirements set forth in Exhibit B, and thereafter all TVE Distribution shall be subject to such updated requirements.

Exhibit A

Additional Definitions

1. "Affiliate Programming" means all programming within a Linear TVE Stream other than Network Programming.
2. "Authenticated Subscribers" means users who are (a) (i) verified by MVPD (e.g., via login name and password) as being an active subscriber to a package that includes the NBC-affiliated program transport stream ("Primary Signal") of a Station or (ii) are Visiting Viewers and (b) then-currently physically present in Station's DMA.
3. "Linear TVE Stream" means, with respect to each Station, the live simulcast linear feed of the over-the-air signal that is created for TVE Distribution, which stream may vary from the over-the-air signal due to local and network ad substitution (if applicable) and required content blackouts and replacements.
4. "MVPD Access Points" means MPVD's owned, operated, and branded websites and applications via which MVPD provides Internet streaming of video programming that MVPD makes available to Authenticated Subscribers as a component of such subscribers' multichannel video programming subscription.
5. "NBC Access Points" means NBC.com and NBC App.
6. "NBCOTS" means the NBC-owned and -operated television stations.
7. "Network Programming" means all programming from the NBC broadcast network that NBC has licensed to Broadcaster to transmit over the air pursuant to an affiliation agreement, and "Network Program" means any individual program of Network Programming.
8. "Permitted Devices" means desktop, laptop, netbook and tablet computers, mobile phones and other Internet connected devices on which the linear streams of NBCOTS may be streamed via the Internet to Authenticated Subscribers that receive such NBCOTS as part of a multichannel video subscription or are otherwise approved by NBC.
9. "Station" means each NBC-affiliated television station owned and/or operated by Broadcaster. The applicable Stations as of the date of the Attachment are set forth in the Agreement.
10. "TVE Distribution" means Internet exhibition via NBC Access Points or MVPD Access Points of a Linear TVE Stream to Permitted Devices of Authenticated Subscribers.

Exhibit B

Additional Requirements for TVE Distribution

Operator's right to provide authentication and TVE Distribution for a Station's Linear TVE Stream is conditioned on Operator's compliance with the requirements below and/or such other standards established by NBC and applied generally to multichannel video programming distributors.

1. **Authentication and Authorization Process:**

1.1 MVPD shall provide authentication software interfaces for NBC Access Points that integrate with Adobe Pass, and shall authenticate its subscribers on any Permitted Device upon NBC's request. MVPD shall distribute the Linear TVE Stream via each MVPD Access Point and each Permitted Device on which it authenticates any linear TVE stream of any other broadcast station, and on each Permitted Device for such MVPD Access Point.

1.2 MVPD shall work in good faith to develop, deploy, and promote industry adoption of industry open standard technical interfaces such as Cable Labs' OLCA and OATC OMPA. MVPD will implement authentication using industry standard systems and processes (e.g, Adobe) and will integrate such systems and processes with NBC Access Points and MVPD Access Points.

1.3 MVPD shall require that an end user, prior to accessing the Linear TVE Stream, provide user credentials (e.g., login name and password) verifying that such user is a subscriber to such Station via MVPD's system. On subsequent visits to such Access Point, a subscriber may access the Linear TVE Stream as an Authenticated Subscriber via a single sign-on mechanism that will not require a login for every visit over a fixed period of time, in accordance with customary and reasonable industry practice. MVPD will authenticate that the subscriber is an Authenticated Subscriber to MVPD's package of service that, within Station's markets, includes Station, and will pass subscriber zip code data to enable NBC to determine whether the subscriber is authorized to access the Linear TVE Stream. MVPD acknowledges that NBC shall use this information purely for authorization purposes and will indemnify NBC with respect to any third-party claims related to such provision and use. MVPD shall employ industry standard geofencing technologies to restrict viewing to the relevant Station's market.

1.4 MVPD shall use commercially reasonable efforts to employ measures to drive optimal authentication success including, but not limited to, temporary pass viewing, authentication tokens, single sign-on, browser overlay, social log-on, and in-home auto authentication.

1.5 MVPD shall not charge subscribers any additional or incremental fee for the ability to access the Linear TVE Stream.

1.6 At all times that the Linear TVE Stream is available via MVPD Access Points, MVPD will pass through or regenerate all standard Nielsen (or successor) signaling information included within such Linear TVE Stream as delivered to MVPD, and will otherwise support measurement of viewing of such Linear TVE Stream (including with respect to integration of Nielsen's SDK) in a manner no less favorable than any other video programming service. In addition, MVPD will integrate NBC's ad server (currently FreeWheel) in accordance with VAST and support dynamic advertising insertion within such Linear TVE Stream as requested by NBC. MVPD's integration with NBC's ad server will support asset level targeting, serving of third-party-hosted creative, third-party impression tracking to other FreeWheel ad beacons, competitive separation, frequency capping, dynamic ad pod length, and FreeWheel commercial break patterns. The same ad policies and guidelines shall apply to dynamic insertion of advertising in the TVE Linear Streams as apply to DAI in OTS streams.

1.7 There shall be no banner, pop-up, overlay, crawl, text, display, or similar ads during play out of the Linear TVE Stream on any MVPD Access Point.

1.8 There shall be no advertising or promotion on MVPD sign-in pages that are directed from the NBC Access Points.

1.9 MVPD will authenticate a subscriber to MVPD's system, when traveling outside Station's home market, to access, via NBC Access Points, the authenticated linear stream of the NBC station licensed to the market where such subscriber is physically located (an "Other NBC Station"), if such Other NBC Station (a) has a valid grant of TVE rights from NBC, (b) has launched its local linear TVE stream, and (c) has agreed to authorize visiting viewers as contemplated herein.

1.10 MVPD shall treat each Linear TVE Stream in a non-discriminatory manner with respect to branding (including Station's logo), navigation, and end user interface on MVPD Access Points as compared to all other broadcast stations.

1.11 MVPD shall not permit more than five (5), or such lower number permitted for any other programing service, streams of the Linear TVE Stream outside of the subscriber's premises at any one time.

2 **Content Protection and Security**. MVPD will maintain all industry standard, reasonable and practical content protection and security measures designed to ensure that the Linear TVE Stream is received only by Authenticated Subscribers and designed to prevent theft, piracy, and/or unauthorized distribution, redistribution, and copying or moving of the Linear TVE Stream or any portion thereof. MVPD will not export any Linear TVE Stream to, or facilitate the importation of pirated video content from, any other application on the Permitted Device. Application of systems and protocols for MVPD's subscriber authentication, content protection, and security with respect to the Linear TVE Stream shall be no less protective than the systems and protocols MVPD applies to the Authenticated Exhibition of content of any other video programming service.

3 **Audit.** NBC will have the right to audit on an annual basis the exhibition and authorization of the Linear TVE Stream in order to verify compliance with this Exhibit B. MVPD will reasonably cooperate with such audit by NBC and will promptly rectify any technical or security issues revealed by such audit

4 **Reporting and Usage.** MVPD will provide the most robust reporting and usage data to Affiliate and NBC with respect to each Linear TVE Stream that it provides with respect to any other local broadcast station affiliated with the CBS, ABC, or Fox broadcast networks, subject to any directly-related and logically-linked terms and conditions; provided that in any event MVPD shall provide no less than the same level of reporting and usage data with respect to each Linear TVE Stream that MVPD provides with respect to NBCOTS. NBC will provide MVPD with the same usage reporting with respect to viewing of the Linear TVE Stream on NBC Access Points by such MVPD's subscribers as it provides to such MVPD with respect to NBCOTS.

5 **Encoded Feeds**. MVPD will distribute the rights-cleared Linear TVE Stream provided by Station, which will be delivered as HLS-encoded feeds. Such HLS feeds will be accessed by a single API by which MVPD provides the user's authorization and physical location, and the API returns the appropriate HLS-encoded feed for the applicable Station. For clarity, Affiliate will be responsible for all hosting and streaming cost for TVE Content accessed via Affiliate Access Points and, in the case of HLS-encoded feeds access to such feed will require agreement on a method for determining share of costs attributable to Affiliate's Subscribers and billing Affiliate for such costs. Alternatively, MVPD may real-time encode the Primary Stream in accordance with NBC's reasonable technical specifications in order to create a rights-cleared Linear TVE Stream or distribute the mezzanine feed provided by the Station, provided that MVPD (a) complies with all blackouts as instructed by NBC and Affiliate (and indemnifies NBC and Affiliate for failure to comply with any blackout of which MVPD has been instructed) and (b) can implement DAI in the same manner as implemented with respect to the rights-cleared Linear TVE Stream made available by Affiliate. At such time as a Station provides a right-cleared mezzanine feed, MVPD will distribute such rights-cleared feed. MVPD will be responsible for all streaming cost for Linear TVE Streams accessed via MVPD Access Points and, in the case of HLS-encoded feeds, access to such feed will require agreement

on a method for determining share of costs attributable to MVPD's subscribers and billing MVPD for such costs

6 **Quality of Linear TVE Stream.** MVPD shall optimize the bit rate for bandwidth availability during any particular stream session with an Authenticated Subscriber in a manner that is non-discriminatory with respect to MVPD's optimization methodologies for any other programming stream made available on its TVE platform.

RETRANSMISSION CONSENT AGREEMENT

This Agreement is entered into on November 10, 2020 ("*Agreement Date*"), between Nexstar Inc. ("*Nexstar*"), on its own behalf and on behalf of each Licensee (as defined below), and Sallisaw Municipal Authority (DiamondNet) ("*Operator*").

Background:

- Nexstar, through the applicable Licensee, has the right to grant retransmission consent for each applicable Program Stream of each FCC-licensed television broadcast station as listed on Exhibit A hereto (each a "*Station*"), as such Exhibit may be amended from time to time as set out in this Agreement.
- Operator owns or operates one or more MVPD Systems that qualifies as a "System" (i.e., meets the definition of a "System") under this Agreement.
- Operator desires to retransmit, and each Licensee desires to authorize Operator to retransmit, each Station's broadcast signal over each System to its subscribers, if any, in the Station's Service Area.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements in this Agreement, the parties agree as follows:

1. **TERM**. The term of this Agreement (the "*Term*") begins on November 1, 2020 (the "*Effective Date*") and ends at 4:59 p.m., Central Time, on October 31, 2023.

2. **CONSIDERATION**. As consideration for Operator's right to retransmit and distribute the Signal of each Station, Operator will pay to Nexstar the Fee as set forth and calculated below.

   2.1 For each calendar month during the Term, and each Program Stream and each System obligated to then retransmit such Program Stream under this Agreement, Operator will pay to Nexstar (for the benefit of the underlying Licensee), at the Address For Payments set forth in Section 3 below, within 30 days after the end of such calendar month, a monthly license fee (the "*Fee*") equal to: (a) the total number of the System's Subscribers (as calculated under Exhibit C) in the Program Stream's Station's Service Area for such month, multiplied by (b) the Program Stream's applicable "Monthly Rate" as set out below (but in no case less than a monthly minimum of $100.00).

	PERIOD AND MONTHLY RATE			
STREAM TYPE	**Effective Date to Dec. 31, 2020**	**Jan. 1, 2021 to Dec. 31, 2021**	**Jan. 1, 2022 to Dec. 31, 2022**	**Jan. 1, 2023 to Oct. 31, 2023**
Big-4 Network-affiliated Program Stream	$3.85	$5.25	$5.77	$6.35
Local News Station Stream[1]	$2.85	$3.40	$3.65	$3.90
CW, MNT, or Telemundo-affiliated Program Stream	$1.90	$2.20	$ 2.40	$ 2.60
"Non-Big-7 Station Primary Stream"[2]	$0.00	$0.875	$0.98	$1.10
Any Other Program Stream[3]	$0.00	$0.15	$0.175	$0.20

NOTES:

[1] A "*Local News Station Stream*" means any of the following: (a) The Primary Stream of any of the following Stations so long as such Station is not a Sports Station and such Primary Stream is not affiliated with a Big 4 Network: KTLA, KRON, KWGN, WDVM-TV, WGN-TV, and WPIX (if WPIX becomes an After Acquired Station during the Term), or (b) the Primary Stream of any Station that is not affiliated with a Big 4 Network and includes, on a weekly average basis, 20 or more hours (inclusive of customary advertising breaks) of unique local or regional programming. As of the Agreement Date, the Primary Streams of the following are

Local News Station Streams under clause (b) of the prior sentence: WPHL, KIAH, WTTA, WCTX, and WNLO.

[2] A "*Non-Big 7 Station Stream*" is the Primary Stream of each of the following Stations so long as such Primary Stream, for the month in question, such Station has no Local News Station Stream and no Big-7 Network-affiliated Program Stream: KZUP-CD and KAUT-TV.

[3] This is any Program Stream that is not (1) a Big-4 Network-affiliated Program Stream, (2) a CW, MNT, or Telemundo-affiliated Program Stream, (3) the Primary Stream of a Non-Big-7 Station, or (4) a Local News Station Stream; provided, however, that, with respect to each Station, the Monthly Rate for such Station's "Any Other Program Stream" will only apply to three such Program Streams.

2.2 Exhibit C sets out other terms related to payment matters.

3. **ADDRESSES.**

<table>
<tr>
<td>
Operator's Address(es):
<table>
<tr><td>Contact Name</td><td>Robin Haggard</td></tr>
<tr><td>Street Address</td><td>115 E Choctaw Ave</td></tr>
<tr><td>Address Line 2</td><td></td></tr>
<tr><td>City, State, Zip</td><td>Sallisaw OK 74955</td></tr>
<tr><td>Phone</td><td>918-775-6241</td></tr>
<tr><td>Email</td><td>rhaggard@sallisawok.org</td></tr>
<tr><td></td><td></td></tr>
</table>
</td>
<td>
Licensee / Nexstar Addresses:
Nexstar Media Group, Inc.
1608 Walnut St., Ste. 1001
Philadelphia, PA 19103
Attention: EVP, Distribution
with a copy (which will not constitute notice) to:
legal-notices@nexstar.tv
Attention: Asst. Gen. Counsel, Distribution
Address For Payments:
Nexstar Media Group, Inc.
PO Box 841815
Dallas, TX 75284-1815
</td>
</tr>
</table>

4. **DEFINITIONS.**

4.1 "*Act*" means the Communications Act of 1934, as amended.

4.2 "*Big-4 Network*" means each of the following television broadcast networks or any successor network thereto: ABC, CBS, FOX, and NBC.

4.3 "*Big-7 Network*" means each of the following television broadcast networks or any successor network thereto: any Big-4 Network, The CW Network (including any successor thereto, "*CW*"), MyNetworkTV (including any successor thereto, "*MNT*"), and Telemundo (including any successor thereto, "*Telemundo*").

4.4 "*DMA*" means the designated market area, as defined in 17 U.S.C. §122(j)(2)(C), of a television broadcast station, including any Station.

4.5 "*FCC's Rules*" means Federal Communication Commission's (FCC)s rules, regulations, and promulgated policies then in effect.

4.6 "*Good Quality Signal*" means, with respect to each Signal, a good quality signal as required by the "must carry" FCC Rules.

4.7 "*HD Program Stream*" means, for each Station, each of its Program Streams (but always including a Station's Primary Program Stream) that includes programs that the Station broadcasts in HD.

4.8 "*HD*" means full motion video and audio programming produced in or converted to a high definition format (i.e., a minimum resolution of 720p (i.e., 1280 x 720 progressive)) that satisfies applicable Advanced Television Systems Committee (ATSC) standards (or other applicable successor standards).

4.9 "*Licensee*" means, for each Station (including any After Acquired Station as defined in Section 11.2), the entity that then directly holds the FCC-issued television broadcast authorization for such Station. Any action that may be taken by a Licensee under this Agreement may also be taken by Nexstar on behalf of such Licensee.

4.10 "*Multicast Stream*" means any Program Stream of a Station except its Primary Program Stream. Exhibit A lists each Multicast Stream of each Station as of the Agreement Date.

4.11 "*MVPD System*" means, with respect to a given MVPD, such MVPD's secure, private, closed, facilities-based multichannel video service infrastructure (whether via cable (e.g., as offered by Charter or Comcast), direct broadcast satellite (DBS) (e.g., as offered by DIRECTV or DISH Network) or telco (e.g., as offered by Verizon FiOS TV or AT&T U-verse TV), as such terms are commonly understood in the U.S. television industry as of August 1, 2019, (1) via which such MVPD delivers to its subscribers multiple channels of linear video programming services to a Television Receiver or a Set-Top Box located in the subscriber's premise and under such MVPD's Conditional Access and Control, where such delivery and receipt by the subscriber is not reliant on the subscriber having access to, and does not occur over, mobile wireless infrastructure, VPN, or the Internet, and (2) that qualifies as a "cable system" under 17 U.S.C. § 111(f) or a "satellite carrier" under 17 U.S.C. § 119(d).

4.12 "*MVPD*" means a multichannel video programming distributor that makes available for purchase by subscribers or consumers, on a subscription basis, multiple channels of linear video programming services, which video programming services are delivered via such distributor's MVPD System.

4.13 "*Primary Program Stream*" or "*Primary Stream*" means, with respect to each Station, the Program Stream that Licensee has designated as such Station's primary video channel consistent with FCC requirements. The Primary Program Stream of each Station as of the Agreement Date is listed in Exhibit A.

4.14 "*Program Stream*" means, with respect to each Station, the portion of the Station's Signal that is the principal video and related audio portion of a single program stream, together with associated Program-related Material. However, the term Program Stream excludes any program stream that (a) the Station transmits in a technical standard specifically designed for mobile reception, or (b) Licensee does not provide to viewers on a free over-the-air basis (e.g., a program stream that Licensee offers on a subscription basis), or (c) is then a programming affiliate of the national programming network now known as ION Television or ION.

4.15 "*Program-related Material*" means, for each Signal, any of the following if included in the Station's broadcast of that Signal: (a) closed-captioning data, video description, and related information; (b) program identification codes and broadcaster tracking tags (including Nielsen NAVE II source identification codes or successor Nielsen Media Research data); (c) program ratings information receivable by V-Chip (or the ATSC equivalent of a V-Chip) equipped television receivers; (d) channel mapping and tuning protocols, including all PSIP data; (e) broadcast flags, watermarks, the FCC Redistribution Control Descriptor, and other similar protection systems; (f) alternative language feeds; (g) any scheduling, descriptive, or other data concerning or implementing any program guide or navigational device; (h) any other material or information then required by the FCC's Rules; (i) any other material that is essential to or necessary to deliver or distribute the Signal in a digital form; (j) information and material directly associated with a Program Stream's specific programming or commercial advertisements; (k) information and material related to or primarily designed to promote a Station's broadcast programming; and (l) such other materials as the parties may mutually agree in writing. When retransmitting any Program Stream, Operator will comply with ATSC standard A/65 Program and System Information Protocol ("*PSIP*") and any successors thereto. Notwithstanding the prior sentence, Operator may employ its own proprietary technology if such technology substantially replicates and offers comparably equivalent or superior functionality to the functionalities of PSIP.

4.16 "*SD*" means any full motion video and audio programming produced in or converted to a standard definition format.

4.17 "*Service Area*" means, with respect to each Station, such Station's DMA and, if applicable, any "significantly viewed" area in which this Agreement then permits the System in question to retransmit the Station's Signal.

4.18 "*Set-Top Box*" means (a) any integrated receiver decoder hardware device located in the premises of the applicable subscriber that (1) is CableLabs-certified, (2) is designed primarily for the reception by an authorized subscriber of multiple channels of linear video programming services delivered via a MVPD System, and (3) over which such MVPD has the technology to control the authorization and deauthorization of a given subscriber's access to specific video programming services distributed by such MVPD over such MVPD System ("*Conditional Access and Control*"); and (b) any software application that has been approved by Nexstar embedded in a Television Receiver and such software complies with the foregoing clauses (2) and (3). A CableLabs-certified CableCARD host device equipped with a CableCARD which is primarily designed for the reception and viewing of multiple channels of linear video programming services by an authorized subscriber shall be deemed a Set-Top Box hereunder, but only if and for so long as such MVPD has Conditional Access and Control via such CableCARD.

4.19 "*Signal*" means, for each Station, the Station's digital broadcast signal provided under a license granted to such Station under Part 73 of the FCC's Rules. However, the term Signal excludes any program stream that the Station transmits in a technical standard specifically designed for mobile reception or that Licensee does not provide to viewers on a free over-the-air basis (e.g., a program stream that Licensee offers on a subscription basis).

4.20 "*Subscriber*" means, for each System, each end-user located in a Station's Service Area that Operator has intentionally authorized to receive any video programming via that System (*i.e.*, 100% of each System's video programming subscribers), regardless of the manner, tier, or technology through which the end-user obtains such video programming from Operator.

4.21 "*System*" means any MVPD System that then meets each of the following qualifications: (a) Operator Owns or Manages the MVPD System, (b) Operator owns and controls all elements of the MVPD System's transmission path from the starting point of distribution to the end points of reception, (c) the MVPD System holds a valid local or state franchise, if such is required by the jurisdiction in which it operates, (d) the MVPD System is eligible for and operates at all times in full compliance with a statutory copyright license under Title 17 of the United States Code, and (e) the MVPD System provides multiple channels of video programming to subscribers within the DMA of any one or more Stations. "*Owns*" means Operator holds a direct or indirect greater than 50% voting interest in such System. "*Manages*" means Operator is the sole entity authorized, under a written agreement with the System's owner, to make all day-to-day decisions for the System, including making all programming decisions and having full authority to bind the System in all matters.

4.22 "*Television Receiver*" means a device that: (a) is capable of receiving and displaying over-the-air signals broadcast by television stations; (b) is intended primarily for the reception and simultaneous viewing of such signals, and of programming delivered by an MVPD; (c) has a built-in, over the air tuner not meant to be removed; and (d) is capable of audience measurement by Nielsen Media with methodologies currently in use. For the avoidance of doubt, "Television Receiver" does not include portable devices such as laptops, iPads or other tablets, iTouch, or smartphones.

5. **GRANT OF RETRANSMISSION CONSENT.**

5.1 In DMA Consent.

(a) Subject to the terms of this Agreement and pursuant to Section 325(b) of the Act (47 U.S.C. §325(b)) and the FCC's Rules, and with respect to each Station, Licensee hereby grants Operator non-exclusive consent to retransmit, and Operator accepts the obligation to retransmit, the Station's Signal, on a substantially simultaneous basis to the Station's linear broadcast of the Signal, by means of each System to each

Subscriber in the Station's DMA, solely for private in-home viewing or viewing on commercial premises when no separate charge is made for admission (other than a cover charge for live entertainment).

(b) Nothing in this Agreement is meant to obligate Nexstar or any Licensee (or any Station) to transmit a Signal, to maintain any Program Stream's network affiliation, or to include any particular program or Program Stream in any Signal.

(c) This grant of consent is personal to Operator and does not authorize any resale of Operator's services to retransmit any Station's Signal.

(d) Except as set forth in Section 5.2, Operator will not retransmit any portion of any Station's Signal to any person or place outside of the Station's DMA, without Licensee's prior written consent, which consent Licensee may grant or deny, in whole or in part, in Licensee's sole discretion.

5.2 Significantly Viewed Consent. Subject to the terms of this Agreement and pursuant to Section 325(b) of the Act (47 U.S.C. §325(b)) and the FCC's Rules, and solely with respect to each Station's Program Stream (excluding any Program Stream that is affiliated with the FOX television network), Licensee hereby grants Operator non-exclusive consent to retransmit, and Operator accepts the obligation to retransmit, each such Program Stream, on a substantially simultaneous basis to the Station's linear broadcast of the Program Stream, by means of each System to each Subscriber in each area, if any, in which the Station is deemed "significantly viewed" (pursuant to Section 76.54 of the FCC's Rules), solely for private in-home viewing or viewing on commercial premises when no separate charge is made for admission (other than a cover charge for live entertainment), and subject to the following:

(a) Operator must be retransmitting such Program Stream on a significantly viewed basis on and before the Effective Date;

(b) Operator must immediately stop retransmitting such Program Stream outside of the Station's DMA (A) if Nexstar notifies Operator that the Program Stream's network objects to the out-of-DMA retransmission, or (B) if Operator no longer has authority (pursuant to retransmission consent or must carry) to retransmit the programming from the in-DMA station that is affiliated with the same network as such Program Stream; and

(c) Operator agrees that Operator must pay the Fee as calculated under this Agreement for each Subscriber in any significantly viewed area.

5.3 Consent Limited.

(a) This Agreement does not expressly or implicitly grant Operator a license to retransmit, distribute, or exhibit any part of any Program Stream: (1) on a video-on-demand basis; (2) via cellular or wireless transmission; (3) over the public Internet; (4) to any mobile or portable electronic devices, including but not limited to cell phones, computers, or tablets; or (5) for viewing on an "out-of-home" basis.

(b) If, however, any programming provider grants Licensee the right to grant MVPD Systems authorization to distribute any part of any Program Stream via any means described in Section 5.3(a) (collectively "*Other Distribution Rights*"), then, upon Operator's prior written request, the parties will negotiate in good faith with respect to grant of such additional rights to Operator; provided that Licensee will not be required to grant such rights if Licensee will incur a separate incremental cost specifically with respect to the acquisition by Licensee of such rights.

(c) Section 5.3(a) is not intended to restrict or prohibit Operator from exercising any Other Distribution Rights to the extent Operator obtains those Other Distribution Rights directly from a content licensor or provider (e.g., a network or syndicator).

(d) Operator will not retransmit, exhibit, or distribute any Program Stream (1) to any hotel or motel guest room, any hospital patient room, or any similar place of accommodation unless the Program Stream is received by each guest/patient room therein and then solely on a free-to-guest basis, (2) for any subscription period shorter than 30 days or one calendar month, or (3) to any location for which an admission fee is charged to view the Program Stream.

5.4 Consumer Technology. Nothing in this Agreement is intended to prohibit (a) Operator from enabling, and any Subscriber from using, any product or service to the extent permitted by law without a license from Nexstar or the applicable Licensee, which license is expressly not granted under this Agreement, or (b) any Subscriber from connecting its consumer electronics devices to Operator's integrated decoder (e.g., a set-top box or equivalent device) to the extent permitted by law without a license from Nexstar or the applicable Licensee, which license is expressly not granted under this Agreement.

5.5 Withdrawal of Consent.

(a) Notwithstanding anything in this Agreement to the contrary, each of Nexstar and the applicable Licensee has the right, with respect to each Station, to withdraw, upon 15 days' prior written notice to Operator, retransmission consent under this Agreement for the Station's Signal or to any one or more Program Streams if

(1) any agreement between Nexstar or Licensee and any program supplier requires Nexstar or Licensee to do so;

(2) Operator's continued retransmission of the Signal or Program Stream would result in materially increased costs to Nexstar or Licensee; or

(3) Nexstar or Licensee receives an Objection (as defined below) and withdraws retransmission consent for all other MVPD Systems affected by the Objection. An "*Objection*" means (1) a bona fide third-party claim that Licensee lacks the necessary rights to grant Operator the rights granted under this Agreement, or (2) a bona fide claim of an actual or potential infringement of a third party's rights or a violation of law that would impair Licensee's ability to grant (or to have granted) the rights granted to Operator under this Agreement.

(b) If Nexstar or Licensee gives notice of withdrawal of consent under this Section 5.5 for any Signal or Program Stream, then

(1) Operator must promptly (and, in any case, within 30 days) stop retransmitting that Signal or Program Stream, and

(2) Once Operator has stopped retransmitting the Signal or Program Stream, Operator will not be required to retransmit or pay any Fee for that Signal or Program Stream, unless and until Nexstar or Licensee provides Operator at least 15 days' prior written notice that such retransmission consent is no longer withdrawn.

(c) Except as expressly stated in this Section 5.5, Operator will have no remedy against Nexstar or any Licensee for its withdrawal of retransmission consent under this Section.

5.6 This Agreement does not authorize Operator to retransmit any Signal or any Program Stream except on each System on the terms specified in this Agreement. Nothing in this Agreement is to be construed as a waiver of Nexstar's or any Licensee's rights, whether arising under this Agreement or by law, against Operator for any retransmission or other use of any Signal or Program Stream other than as expressly authorized by this Agreement.

5.7 Exclusivity: With respect to each Program Stream of each Station and notwithstanding anything in this Agreement to the contrary, Operator shall afford such Program Stream the maximum degree of exclusivity that is permissible under applicable law and regulations on each System which serve households in such Station's DMA as against other broadcast stations with duplicating programming. Without limiting the prior sentence, unless required under, and to the extent permissible under, applicable law or regulation, each System retransmitting a network-affiliated Programming Stream pursuant to this Agreement shall not retransmit to any household in such Station's DMA any programming stream or other linear feed of programming that contains any of the network programming of the network with which such Programming Stream is affiliated.

5.8 TV Everywhere Authentication to Station's Sites and Apps. Upon Licensee's request with respect to any Station's Program Stream retransmitted by Operator, Operator will authenticate its Subscribers to such Program Stream's content that is available on a TV Everywhere (i.e., authenticated) basis on such Station's websites and device applications if Operator is then providing any other authenticated content to its Subscribers and Operator's authentication platform is then reasonably capable of being integrated with such Station's websites and device applications.

5.9 Start Over/Look Back Rights.

(a) "*Start Over*" means the Operator-implemented functionality that allows a System's Subscriber, to a Station's Program Stream that contains a Cleared Program (as defined below), to restart the Cleared Program at any time during the Subscriber's receipt of the System's linear retransmission of the Cleared Program as part of the Program Stream. "*Look Back*" means the Operator-implemented functionality that allows a System's Subscriber, to a Station's Program Stream that contains a Cleared Program, to playback the Cleared Program at any time within 72 hours after such System completed its linear retransmission of such Cleared Program as part of such Program Stream. A "*Cleared Program*" means any Program Stream's program (1) that Nexstar produced or had produced (e.g., local news programs); (2) for which Operator has obtained Start Over and Look Back rights from the applicable content rights holder (e.g., through an agreement with the network); or (3) that Nexstar then licenses any other MVPD System to exhibit via Start Over and Look Back.

(b) Nexstar grants Operator the non-exclusive right to make available to its Subscribers any Cleared Program on a Start Over or Look Back basis, subject to the following: (1) if Nexstar loses rights it previously had to authorize Start Over and/or Look Back rights to any previously Cleared Program, Operator must promptly discontinue Start Over and/or Look Back, as applicable, functionality for such Cleared Program upon receipt of notice from Nexstar; (2) as part of such Start Over and Look Back functionality, Operator must pass through to each Subscriber all Nielsen watermarks that are part of the Cleared Program as delivered by the Station as part of the Program Stream to Operator; (3) such Start Over and Look Back viewing, as applicable, must be subject to audience measurement by Nielsen (or its industry standard successor) and in a manner that provides direct credit to the applicable Station for such measurement; and (4) Operator must disable each Subscriber's ability to fast-forward through or skip advertising on all Cleared Programs viewed on a Start Over and Look Back basis.

6. **RETRANSMISSION OBLIGATIONS AND STANDARDS.**

6.1 Operator Obligation. Each Station's Signal may, in Licensee's sole discretion, include one or more Program Streams in HD format, SD format, or other formats. Subject to the terms of this Agreement, the FCC's Rules, and all applicable laws, Operator will retransmit, at its own expense, each Station's Signal over each System to each Subscriber in the Station's Service Area. When retransmitting any Program Stream under this Agreement, Operator will retransmit such Program Stream in its entirety, without editing, time delay, interruption, alteration, superimposition, acceleration, or deletion, except as this Agreement may expressly allow or as the FCC Rules may require.

6.2 HD Obligation. Operator will retransmit each HD Program Stream (whether Primary or Multicast) over each System to each Subscriber in the same HD format in which Licensee broadcasts that Program Stream. In addition, Operator will provide each HD Program Stream, in an HD format, in each package in which it provides, or offers to provide, the programming of any other local television broadcast station in HD and will do so without any additional Subscriber charge for providing such HD Program Stream over the charge it imposes for such package as a whole.

6.3 SD Obligation. Operator will retransmit each SD Program Stream over each System to each Subscriber in the same SD format in which Licensee broadcasts that Program Stream. In addition, Operator will downconvert and retransmit in SD each HD Program Stream (whether Primary or Multicast), in addition to, and not in lieu of, Operator's HD retransmission of such HD Program Stream. Operator will ensure that the video and audio quality of any downconverted HD Program Stream it retransmits over a System to any Subscriber is equal to or greater than the quality of all other SD video programming channels retransmitted by the System. Operator must retransmit each SD Program Stream using an aspect ratio of 4:3 that is derived from the "center-cut" of the 16:9 HD image, but if a Station uses Automatic Format Description ("*AFD*") for a SD Program Stream, Operator will use AFD for such SD Program Stream. In addition, Operator will provide each SD Program Stream in each package in which it provides, or offers to provide, the programming of any other local television broadcast station in an SD format and will do so without any additional Subscriber charge over the charge it imposes for such package as a whole.

6.4 Analog Obligation. If Operator maintains any System that provides any level of analog video service, then, with respect to each Primary Stream and each Big-7 Network Multicast Stream that such System is required to retransmit under this Agreement, Operator will retransmit each such Program Stream in analog over such System to each Subscriber in such Station's Service Area that receives any analog video service ("*Analog Program Stream*"). In addition, Operator will include each Analog Program Stream in each package in which it provides, or offers to provide, the programming of any other local television broadcast station in analog and will do so without any additional Subscriber charge over that it imposes for such package as a whole.

6.5 Operator's Subscriber Bills. Operator will not include, as a separate item on any Subscriber bill or statement, the per the subscriber rate or other fee payable or paid under this Agreement for any Station or Program Stream. Further, Operator may only include on any Subscriber bill or statement the amount it pays all local broadcast signals, collectively, if (a) Operator does not disclose the per subscriber rate or other fee paid per station or per broadcaster, (b) doing so does not violate the confidentiality provision of this Agreement, and (c) such amount only includes actual retransmission consent payments paid to local broadcast stations and does not include administrative fees, overhead, franchise fees, state or local taxes, or similar charges.

6.6 Multicast Streams. With respect to each Station and System obligated to retransmit such Station, Operator will retransmit, on such System, at least Multicast Streams of such Station (or, if such Station then currently provides fewer than three Multicast Streams, all Multicast Streams such Station then currently provides) in the same formats in which it receives such Multicast Stream from Licensee. If a Station broadcasts more than three Multicast Streams, then Operator will retransmit the three Multicast Streams that the Nexstar designates, which designation Nexstar may change from time to time upon notice to Operator. If a Station launches an additional Multicast Stream during the Term, then, if Operator is not then retransmitting three of such Station's Multicast Streams on a System that is required to retransmit such Station, Operator will retransmit such additional Multicast Stream on each such System beginning within 60 days after Licensee notifies Operator of such additional Multicast Stream. Notwithstanding anything in this Agreement to the contrary, any Program Stream affiliated with a Big-7 Network will be considered a Primary Program Stream for all purposes this Agreement and will not be considered a Multicast Stream for purposes of the Multicast Stream cap set out above in this Section.

6.7 Remodulation. When retransmitting any Program Stream on any System, Operator will ensure that the System:

(a) retransmits the Program Stream so that it is compatible with and receivable by each Subscriber's receiving device that Operator controls and that is capable of receiving and displaying any other similarly formatted television signal or digital programming;

(b) delivers the Program Stream to each Subscriber without material degradation from the Program Stream's quality or format as provided by Licensee;

(c) applies signal processing to the Program Stream that (1) is at least as favorable as the processing it then applies to the most favored (*i.e.,* least degradation) linear television program service that the System carries in the same format (HD, SD, or analog), (2) does not degrade any HD Program Stream, and (3) meets the standards under Exhibit D; and

(d) retransmits the Program Stream in a manner that is otherwise in compliance with this Agreement, but that does not adversely discriminate against the Program Stream with respect to the compression, downconversion, multiplexing, modulation, encoding, encryption, or other processing as compared to each other linear program stream that the System retransmits in the applicable Station's DMA.

6.8 Signal Integrity. With respect to each System and each Station's Signal it retransmits under this Agreement, Operator will program the System's reception equipment to receive the Signal at the highest data rate transmitted by Station and will retransmit each HD Program Stream at a data rate of at least 14.5 Mbps or the rate transmitted by Station, if lower than 14.5 Mbps. Operator will ensure that the quality of each HD Program Stream, SD Program Stream, and Analog Program Stream carried on any System is at least as good as the quality of any similarly formatted programming carried on such System (but which need not be better than the quality of the Program Stream the Station provides). Operator will not remove any electronically generated (by a Chyron or other graphics generating equipment) network, Station, or program logos or other identifiers contained within any Signal. In addition, Operator will pass through, without alteration, any ratings-measurement related subcodes, watermarks, or tags (including any Nielsen audio watermark) in any Big-7 Network Program Stream.

6.9 Interactive Features. If any Station includes, within any Program Stream, any program-related interactive features, then, unless Nexstar or Licensee otherwise specifies, Operator will cause each System retransmitting such Program Stream to enable each Subscriber to make use of such features to the extent technically feasible. Operator will not strip, remove, block, or disable such features.

6.10 Channel Positioning.

(a) Each System must retransmit each Program Stream, including each differently formatted version of the same Program Stream, on a separate full-screen channel.

(b) As of the Agreement Date, Operator represents that each System (1) is retransmitting each Program Stream, including each Multicast Stream, on each channel and in each format listed on Exhibit B, and (2) is retransmitting each Big-7 Network Program Stream on channel(s) in the same general channel "neighborhood" as all other Big-7 Network television broadcast stations that are located in the Station's DMA and retransmitted in the same programming format (e.g., HD, SD, or analog).

(c) Operator will not change a Program Stream's channel positioning without Licensee's or Nexstar's prior consent. However, Operator may, upon notice to Licensee, change a Program Stream's channel on any System without consent if (1) done as part of a System-wide channel line-up reorganization, the details of which Operator has given Nexstar at least 60 days' prior written notice, (2) such new channel remains in the same general channel "neighborhood" as all other Big-7 Network television broadcast stations that are located in the Station's DMA and retransmitted in the same programming format (e.g., HD, SD, or analog), and (3) such change does not occur during, or within the two weeks before, any "sweeps" period.

(d) Operator will use commercially reasonable efforts to inform its Subscribers of each channel location where it then carries a Program Stream.

6.11 Program Guides. If any System provides any Subscriber with an on-screen interactive program guide or other navigational device, then, for each Program Stream that the System is required to retransmit under this Agreement,

(a) Operator will ensure that the program guide or navigational device suitably and uniquely identifies the Program Stream and its programming,

(b) Operator will not discriminate against the Program Stream in favor of any other programming or services in the display, arrangement, or positioning (e.g., size, pixel, density, font, color, graphics, etc.) of program information in such program guide or navigational device, and

(c) Operator will ensure that each listing or designation for the Program Stream in such guide or navigation device may be accessed by viewers with the least amount of viewer input applicable to any other channel or program stream.

6.12 Automatic Forwarding. Operator will not authorize, enable, cause, facilitate or deploy any device, technology or service, and will not transmit to any Subscriber any signal or data, that allows the Subscriber to skip or delete, automatically or otherwise, on a recorded program or otherwise, any commercial advertising or other non-program material in any Program Stream as a whole or in specific increments of time (e.g., 30 seconds, 45 seconds, 60 seconds). The prior sentence is not meant to prohibit a Subscriber's simultaneous, manually-initiated fast forward that is not automatically incremented to facilitate the skipping of advertising or other promotional material.

6.13 Search Functionality. If Operator offers any "search" functionality (whether within a program guide or otherwise) on any System which transmits any Program Stream, then that functionality (a) may only be Subscriber initiated; (b) may only deliver search results based on content-neutral criteria and software algorithms (e.g., such criteria and algorithms may not favor or prioritize any network or programmer); (c) may not deliver any search result that contains any advertising or promotional content; and (d) will be applied uniformly as between the Program Stream and all other video programming services.

6.14 Superimposition.

(a) Operator will not superimpose any material onto or embed any material (including any logo, data, or other material) within any Program Stream or otherwise override or interrupt any programming contained within any Program Stream. Operator may not carry or display (or permit viewers to display) any Program Stream in a "window" or other manner in which such Program Stream does not occupy the full area of the screen on which such programming is displayed, or implement any squeezeback functionality.

(b) Notwithstanding Section 6.14(a), Operator may, with respect to each Program Stream as retransmitted on a System, superimpose the following onto the Program Stream temporarily if the superimposition is user-initiated, minimally intrusive, purely informational, non-commercial, advertisement-free and is applied uniformly to content from all programming services on the System: (1) Operator's electronic, on-screen program guide; and (2) any other user-initiated functionality.

(c) Except as permitted in this Section 6.14 or as otherwise included in such Program Stream by Licensee or as may be required by law, Operator will not transmit any material that is intended to be viewed on the screen contemporaneously with the programming contained in any Program Stream.

6.15 EAS. Except as 47 CFR Section 11.51 of the FCC's Rules may require or permit, Operator will not interrupt, preempt, override, or otherwise alter any part of any Program Stream (including any news or weather-related emergency information in the Program Stream) to transmit any Emergency Alert System or other emergency messages.

6.16 Station Signal Delivery.

(a) *ATSC 3.0*. Throughout the Term, Licensee will broadcast the Signal of each Station over the air in ATSC 1.0 format; provided, however, that if Licensee begins broadcasting the Signal of a Station in ATSC 3.0 format, then Licensee will continue to broadcast an ATSC 1.0 Signal of the Station via an FCC approved channel share. Should Operator desire to retransmit a Station's ATSC 3.0 Signal in addition to the ATSC 1.0 Signal, then Licensee and Operator will negotiate in good faith an amendment to this Agreement that would allow such retransmission on such terms as Operator and Licensee may mutual agree.

(b) *Good Quality Signal*.

(1) Operator acknowledges that, as of the Agreement Date, Operator is receiving from each Station a Good Quality Signal either by receiving the Station's over-the-air broadcasts or by alternative means at Operator's sole cost and expense.

(2) If Operator is unable to receive a Good Quality Signal for a Station at a System in such Station's DMA due to Operator's action (e.g., Operator relocates the System's principal headend), (A) Operator will immediately notify Licensee of this, (B) Operator will remain responsible for payment of the Fee under this Agreement applicable to such Station as if such System were receiving a Good Quality Signal of the Station, and (C) Operator will, at Operator's sole cost, arrange delivery of a Good Quality Signal of such Station to such System's facilities within 30 days.

(3) If Operator is unable to receive a Good Quality Signal for a Station at a System for any reason other than Operator's action (including any Station's "repacking" pursuant to the FCC reverse broadcast incentive auction or the relocation of a Station's Primary or Multicast Stream(s) to a different transmitter due to transition to ATSC 3.0), then, upon notice to Licensee detailing each Station and Program Stream for which Operator is not receiving a Good Quality Signal, Operator may, Operator may, as its sole remedy, suspend retransmitting such Station's Signal (or the applicable Program Stream) on the affected System (and, in the case of such suspension, Operator will have no obligations to pay any Fee hereunder for the suspended Signal (or the applicable Program Stream) with respect to the period of suspension), until Nexstar notifies Operator, or Operator otherwise determines, that a Good Quality Signal has been restored.

6.17 Station Monitoring. With respect to each Station and each System retransmitting that Station under this Agreement, Operator will provide to the Station, upon Nexstar's request and not charge to Nexstar, one subscription to the System's base programming package that includes the Station (including all necessary equipment, other than a television monitor) for the limited purpose of enabling the Station's engineering staff to monitor the technical integrity of the Station's Signal on the System.

6.18 Channel Share Stations. Operator acknowledges and agrees that any Station that enters into a channel sharing agreement with another local broadcast station (a "*Channel Share Station*") will remain a Station under this Agreement and Operator will continue to retransmit such Station and pay the Fee under this Agreement that is applicable to such Station's Program Streams.

6.19 Future Formats. If Nexstar elects to provide Operator with any one or more Primary Stream, Big-7 Network Multicast Stream, or Local News Station Stream in a format that provides higher resolution, larger screen size, or additional features (*e.g.*, 4K, UHD, 3D) (a "*Future*

Format"), then, with respect to each System that is required to retransmit such Program Stream and retransmits any other station stream or other advertiser-supported linear television programming service to any Subscriber in the same Future Format, such System will retransmit, beginning within 30 days of Nexstar's notice, such Future Format Program Stream to each Subscriber to which it then provides any other station's program stream or any other linear video programming service in such Future Format and will do so without making any additional charge to any Subscriber for receipt of or access to such Future Format Program Stream (other than charges for the package that includes Future Format program streams generally, or charges for equipment required receive such Future Format Program streams). The prior sentence is not meant to require Operator to retransmit a Future Format Program Stream that is a higher resolution or a larger format than that in which Operator then delivers any other station stream or other advertiser-supported linear television programming service in the applicable DMA.

7. **NETWORK AFFILIATION / CALL SIGN CHANGE.** Each party agrees that none of the following will change any of its rights or obligations under this Agreement or result in any Station being deleted from this Agreement: (a) Any change in or loss of any Program Stream's network affiliation, with the understanding, however, that any terms of this Agreement that differ based on a Program Stream's network affiliation or lack of network affiliation (e.g., the Fee or Monthly Rate under Section 2) will thereafter apply based on the Program Stream's changed network affiliation; or (b) any change in any Station's call sign. The Licensee of any Station subject to any change in network affiliation or call sign will notify Operator of that change.

8. **AD ZONING.** If Nexstar or any Licensee provides any customized feed of any Program Stream that contains programming, advertising, or other features meant to be delivered to any specific geographic subset of the Station's Service Area (each, a "*Zoned Feed*"), then, upon Nexstar's request, Operator will, at no additional cost to Nexstar or Licensee, deliver each such Zoned Feed to the areas that Nexstar or Licensee specify via each System that retransmits such Program Stream and is technically able to do so.

9. **VIEWERSHIP DATA.** If Operator supplies to any other local station any viewership data derived from any System's set-top box data, then Operator will offer to supply to Nexstar substantially similar aggregate viewership data, for each Program Stream that the System retransmits, on substantially similar terms and conditions. Operator will ensure that any such viewership data it supplies to Nexstar does not identify or allow the identification of any particular Subscriber.

10. **ASSIGNMENT.**

10.1 Systems. Upon any transfer of control of any System, Operator must (a) assign its rights and obligations under this Agreement with respect to such System to the transferee of such System and (b) procure the transferee's agreement that, upon the closing of such transfer, the transferee will assume and perform this Agreement with respect to such System. Notwithstanding the prior sentence, upon any transfer of control of any System, if the transferee is a party to an existing retransmission consent agreement with Nexstar and such agreement expressly calls for the addition of the System under the terms of such agreement, then the System will be added to such existing agreement on the terms and conditions set forth in such existing agreement and deleted from this Agreement.

10.2 Stations. Upon any transfer of control of any Station, the Licensee must (a) assign its rights and obligations under this Agreement with respect to such Station to the transferee of such Station and (b) procure the transferee's agreement that, upon the closing of such transfer, the transferee will assume and perform this Agreement with respect to such Station as if it were a separate agreement between Operator and such transferee solely covering such Station. Notwithstanding the prior sentence, if such transferee of a Station is party (whether directly, or indirectly through an entity controlled by, in control of, or in common control with such assignee/transferee) to an existing retransmission consent agreement with Operator and such agreement expressly calls for the addition of the acquired Station under the terms of such agreement, then the Station will be added to such existing agreement on the terms and conditions set forth in such existing agreement and deleted from this Agreement.

10.3 If Operator or Nexstar (through one or more Licensees) sells or transfers control of less than all the Systems or Stations, respectively, then this Agreement will remain in effect between the parties with respect to each System and each Station not so assigned or transferred.

11. **AFTER-ACQUIRED STATIONS AND SYSTEMS.**

11.1 After Acquired Systems. Each MVPD System that qualifies as a System (i.e., meets the definition of a "System" under this Agreement) on or after the Agreement Date (each, an "*After Acquired System*") will be included as a System under this Agreement beginning on the date that the MVPD System first qualifies as a System. Operator will notify Nexstar within 30 days after entering into any agreement to acquire any MVPD System that would qualify as a System or as soon as practicable of any plans to build any additional system that would qualify as a System. At Nexstar's request, Operator will provide Nexstar with a detailed description of such MVPD System's facilities and services so that Nexstar is able to confirm that such system meets the definition of "System" under this Agreement. Operator will furnish to Nexstar a revised Exhibit B listing such After Acquired System within 30 days of the Addition Date (as defined below), but, even if Operator fails to do so, each such After Acquired System will be deemed included on Exhibit B as of the date such After Acquired System first qualified as a System.

11.2 After Acquired Stations. Each television station that, after the Agreement Date, is acquired, operated, programmed, managed, or serviced by Nexstar or any entity directly or indirectly controlling, controlled by, or under common control with Nexstar (each, an "*After Acquired Station*") will be included as a Station under this Agreement, to the extent permitted by the FCC's Rules, beginning on the date that the television station first meets the definition of After Acquired Station. If an After Acquired Station is included as a Station under this Agreement, then Nexstar will furnish to Operator a revised Exhibit A incorporating such After Acquired Station, but, even if Nexstar fails to do so, each such After Acquired Station will be deemed included as a Station on Exhibit A as of that date it first meets the definition of After Acquired Station.

11.3 All Systems and Stations. For the avoidance of doubt, the provisions of this Section 11 will control all retransmission of television stations acquired, operated, programmed, managed, or serviced, whether on or after the Agreement Date, by Nexstar or an entity directly or indirectly controlling, controlled by, or under common control with Nexstar on all Systems that Operator Owns or Manages at any time during the Term, whether on or after the Agreement Date, and notwithstanding any conflicting provision of any agreement between Operator and any person other than Nexstar and regardless of whether Nexstar assumes or accepts assignment of such agreement.

11.4 Addition Date. Each After Acquired System or After Acquired Station will be subject to the terms and conditions of this Agreement as of the date specified above in this Section for such addition (as applicable, the "*Addition Date*").

12. **MISCELLANEOUS TERMS**. Exhibit E to this Agreement sets out certain miscellaneous terms applicable to this Agreement.

13. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile (e.g. fax, PDF, etc.) will be deemed an original signature for all purposes and will be binding on the signing party.

14. **PARTICIPATION IN NCTC AGREEMENTS.** If, during the Term, Nexstar enters into an agreement with the National Cable Television Cooperative ("*NCTC*") for retransmission of each Station (i.e., at least all Stations covered by this Agreement) by its members on their respective MVPD Systems (an "*NCTC Agreement*"), then Operator may, upon 30 days prior written notice to Nexstar (such notice to be given, if at all, within 90 days after execution of each such NCTC Agreement) and to the extent

permitted by such NCTC Agreement, elect to opt-in to the NCTC Agreement as permitted by and in accordance with the procedures under the NCTC Agreement. Notwithstanding anything in the NCTC Agreement (including any amendment thereto) to the contrary, this opt in (1) must be as to not less than all of Operator's Systems (including after-acquired systems), (2) must be for all Stations, (3) will automatically be deemed to include any greater carriage or other non-rate-based obligation with respect the Stations that Operator has undertaken under this Agreement, and (4) will cause this Agreement to terminate as of the effective date of such opt in. In addition, notwithstanding anything in the NCTC Agreement (including any amendment thereto) to the contrary, this election will be subject to (a) Operator's admission, by way of a participation agreement executed by Operator, to such NCTC Agreement as to all Operator's Systems (which admission must be completed within 60 days after Nexstar receives Operator's written election), (b) Operator, at such time, having paid Nexstar in full all license fees payable under this Agreement for all periods prior to such admission, (c) Operator not being in material breach of this Agreement, and (d) Operator being a member in good standing in the NCTC.

15. **ENTIRE AGREEMENT**. This Agreement, including each Exhibit, constitutes the entire understanding between the parties concerning the subject matter of this Agreement. Each party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation, or warranty not stated in this Agreement. This Agreement supersedes all prior and contemporaneous oral agreements, and all prior written agreements, relating to the subject matter of this Agreement. All Exhibits referenced in this Agreement are hereby incorporated in this Agreement by reference.

****Signature Page Follows****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Sallisaw Municipal Authority (DiamondNet)

By: ______________________

Name: Keith Skelton

Title: General Manager

Nexstar Inc.

By: ______________________

Name: Dana Zimmer

Title: EVP, Distribution

EXHIBIT A – STATIONS

FCC Facility ID	Current Call Sign	DMA	Current Affiliation			
			Primary (.1)	.2	.3	.4
59988	KTAB-TV	Abilene-Sweetwater, TX	CBS	Telemundo	Escape	ION[1]
74422	WTEN	Albany-Schenectady-Troy, NY	ABC	getTV	True Crime	Escape
48556	KBIM-TV[3]	Albuquerque-Santa Fe, NM	CBS	FOX		
48589	KREZ-TV[3]	Albuquerque-Santa Fe, NM	CBS	FOX		
48575	KRQE	Albuquerque-Santa Fe, NM	CBS	FOX	Bounce	
16539	WNTZ-TV	Alexandria, LA	FOX	Bounce	Escape	Laff
8523	KAMR-TV	Amarillo, TX	NBC	KCPN-MNT[2]	Laff	Cozi
27140	WJBF	Augusta-Aiken, GA	ABC	MeTV	ION[1]	Escape
35909	KBVO	Austin, TX	MNT	Bounce	H & I	Antenna
35920	KXAN-TV	Austin, TX	NBC	Cozi	ION[1]	
34459	KGET-TV	Bakersfield, CA	NBC	CW	*Telemundo (KKEY)*	Laff
18750	KKEY-LP	Bakersfield, CA	Telemundo			
24975	KZUP-CD	Baton Rouge, LA	IND			
24976	WBRL-CD	Baton Rouge, LA	CW			
12520	WGMB-TV	Baton Rouge, LA	FOX	*CW (WBRL)*	Cozi	
5243	KSVI	Billings, MT	ABC	Escape	Bounce	Antenna
15569	WBGH-CD	Binghamton, NY	NBC	*ABC (WIVT)*		
11260	WIVT	Binghamton, NY	ABC	*NBC (WBGH-CD)*	Laff	Escape
5360	WIAT	Birmingham-Anniston-Tuscaloosa, AL	CBS	Escape	True Crime	Court TV
55684	KXMA-TV	Bismarck-Minot-Dickinson (Williston)	CW	*CBS (KXMB)*	Laff	Escape
55686	KXMB-TV[3]	Bismarck-Minot-Dickinson (Williston)	CBS	*CW (KXMA)*	Laff	Escape
55685	KXMC-TV	Bismarck-Minot-Dickinson (Williston)	CBS	*CW (KXMA)*	Laff	Escape
55683	KXMD-TV[3]	Bismarck-Minot-Dickinson (Williston)	CBS	*CW (KXMA)*	Laff	Escape
74169	WVNS-TV	Bluefield-Beckley-Oakhill, WV	CBS	FOX		
7780	WIVB-TV	Buffalo	CBS	Court TV		
71905	WNLO-TV	Buffalo	CW	Bounce		
10132	WFFF-TV	Burlington-Plattsburgh, VT	FOX	Escape	Bounce	Antenna
42124	WCIA	Champaign-Springfield-Decatur, IL	CBS	*MNT (WCIX)*	Bounce	Grit
42116	WCIX	Champaign-Springfield-Decatur, IL	MNT	*CBS (WCIA)*	Escape	Laff
10587	WCBD-TV	Charleston, SC	NBC	CW	ION[1]	Laff
23342	WOWK-TV	Charleston-Huntington, WV	CBS	Escape	Laff	Grit
73152	WJZY	Charlotte, NC	FOX	Sonlife		Movies! (.4), H&I (.5), Ion[1] (.6), LightTV (.7), and ShopLC (.8)
20624	WMYT-TV	Charlotte, NC	MNT			
72115	WGN-TV	Chicago, IL	IND	Antenna	Court TV	TBD
71220	WBOY-TV	Clarksburg-Weston, WV	NBC	ABC	Escape	Laff
73150	WJW	Cleveland-Akron, OH	FOX	Antenna	Comet	Charge!
35991	KXRM-TV	Colorado Springs-Pueblo, CO	FOX	CW	ION[1]	Escape
22681	KXTU-LD	Colorado Springs-Pueblo, CO	CW	Laff		Antenna
3359	WRBL	Columbus, GA-Opelika, AL	CBS	MeTV	ION[1]	Laff
50781	WCMH-TV	Columbus, OH	NBC	Court TV	ION[1]	Laff
22201	KDAF	Dallas-Fort Worth, TX	CW	Antenna	Court TV	Charge!
7841	KGCW	Davenport-Rock Island-Moline	CW	ThisTV	Laff	Bounce
13950	WHBF-TV	Davenport-Rock Island-Moline	CBS	Court TV	Grit	Escape
65690	WDTN	Dayton, OH	NBC	Escape	ION[1]	
126	KDVR	Denver, CO	FOX	Antenna	TBD	
125	KFCT[3]	Denver, CO	FOX			

FCC Facility ID	Current Call Sign	DMA	Current Affiliation			
			Primary (.1)	.2	.3	.4
35883	KWGN-TV	Denver, CO	CW	Court TV	Comet	Charge!
66221	WHO-DT	Des Moines, IA	NBC	Weather	Antenna / ACC Net.	Court TV
43846	WDHN	Dothan, AL	ABC	Escape	Laff	Cozi
67760	KTSM-TV	El Paso, TX	NBC	Estrella	Escape	Laff
60653	WETM-TV	Elmira, NY	NBC	IND	Laff	Escape
65749	WJET-TV	Erie, PA	ABC	Laff	Escape	Cozi
24215	WEHT	Evansville, IN	ABC	Laff	Cozi	
39270	WANE-TV	Fort Wayne, IN	CBS	ION[1]	Laff	Escape
56034	KGPE	Fresno, CA	CBS	Escape	Light TV	Court TV
35594	KSEE	Fresno, CA	NBC	Bounce	Grit	
29560	KFTA-TV	Ft. Smith-Fayetteville, AR	FOX	*NBC (KNWA)*	Escape	Bounce
29557	KNWA-TV	Ft. Smith-Fayetteville, AR	NBC	*FOX (KFTA)*	Laff	Grit
81593	KXNW	Ft. Smith-Fayetteville, AR	MNT	KFSM-CBS[2]		
71948	KGJT-CD	Grand Junction-Montrose, CO	MNT			
70596	KREX	Grand Junction-Montrose, CO	CBS	Laff	MNT (KGJT)	Bounce
70579	KREY[3]	Grand Junction-Montrose, CO	FOX	*CBS (KREX-SD)*	Escape	Grit
36838	WOOD-TV	Grand Rapids-Kalamazoo-Battle Creek, MI	NBC	Bounce	Laff	
10212	WOTV	Grand Rapids-Kalamazoo-Battle Creek, MI	ABC	getTV	Grit	Weather
36851	WXSP-CD	Grand Rapids-Kalamazoo-Battle Creek, MI	MNT	Cozi	Escape	
9635	WFRV-TV	Green Bay, WI	CBS	Bounce	True Crime	
72106	WGHP	Greensboro-High Point-Winston-Salem, NC	FOX	Antenna	Court TV	Dabl
57838	WNCT-TV	Greenville-New Bern-Washington, NC	CBS	CW	getTV	Escape
66391	WSPA-TV	Greenville-Spartanburg-Anderson, SC-Asheville, NC	CBS		ION[1]	
70149	WYCW	Greenville-Spartanburg-Anderson, SC-Asheville, NC	CW		getTV	
12523	KVEO-TV	Harlingen-Weslaco-Brownsville, TX	NBC	CBS		
72326	WHTM-TV	Harrisburg-Lancaster-Lebanon-York, PA	ABC	ION[1]	getTV	Laff
33081	WCTX	Hartford & New Haven, CT	MNT	Grit		
74109	WTNH	Hartford & New Haven, CT	ABC	Bounce		
48668	WHLT	Hattiesburg-Laurel, MS	CBS	CW	ION[1]	Escape
4145	KAII-TV[3]	Honolulu, HI	FOX	CW	getTV	Court TV
36914	KGMD-TV[3]	Honolulu, HI	MNT			
36920	KGMV[3]	Honolulu, HI	MNT			
4146	KHAW-TV[3]	Honolulu, HI	FOX	CW	getTV	Court TV
36917	KHII-TV	Honolulu, HI	MNT			
4144	KHON-TV	Honolulu, HI	FOX	CW	getTV	Court TV
23394	KIAH	Houston, TX	CW	Antenna	Comet	TBD .4 / Court TV .5
65128	WHDF	Huntsville-Decatur, AL	CW	Court TV		
48693	WHNT-TV	Huntsville-Decatur, AL	CBS	IND	Antenna	
56526	WTTK[3]	Indianapolis, IN	CBS	IND	Cozi	
56523	WTTV	Indianapolis, IN	CBS	IND	Comet	
146	WXIN	Indianapolis, IN	FOX	Antenna	Court TV	Charge!
48667	WJTV	Jackson, MS	CBS	CW	ION[1]	Court TV
68519	WJKT	Jackson, TN	FOX	Escape	Laff	Grit
23341	WTAJ-TV	Johnstown-Altoona-State College, PA	CBS	Escape	Laff	Grit
67766	KSNF	Joplin, MO-Pittsburg, KS	NBC	Laff	Escape	Cozi
11291	WDAF-TV	Kansas City, MO	FOX	Antenna	Court TV	TBD
71082	WATE-TV	Knoxville, TN	ABC	getTV	Laff	Cozi
2710	WEUX[3]	La Crosse-Eau Claire, WI	FOX	MeTV	Escape	Bounce
2710	WLAX	La Crosse-Eau Claire, WI	FOX	Antenna	Laff	Grit
35059	KLFY-TV	Lafayette, LA	CBS	getTV	ION[1]	Laff

FCC Facility ID	Current Call Sign	DMA	Current Affiliation			
			Primary (.1)	.2	.3	.4
74420	WLNS	Lansing, MI	CBS			
35042	KLAS-TV	Las Vegas, NV	CBS	MeTV	Movies!	
64017	WDKY-TV	Lexington, KY	FOX	Comet	Charge!	TBD
33440	KARK-TV	Little Rock-Pine Bluff, AR	NBC	Laff	Grit	Antenna
37005	KARZ-TV	Little Rock-Pine Bluff, AR	MNT	Bounce	ION[1]	
35670	KTLA	Los Angeles, CA	CW	Antenna	Court TV	TBD
3660	KLBK-TV	Lubbock, TX	CBS	Court TV	Antenna	
9630	WJMN-TV	Marquette, MI	CBS	Escape	Laff	Bounce
66174	WREG-TV	Memphis, TN	CBS	Local News	Antenna	
83943	WFNA	Mobile, AL-Pensacola-Fort Walton Beach, FL	CW	Bounce	True Crime	Grit
73187	WKRG-TV	Mobile, AL-Pensacola-Fort Walton Beach, FL	CBS	ION[1]	MeTV	Court TV
3658	KARD	Monroe, LA-El Dorado, AR	FOX	Bounce	Grit	Cozi
66407	WBTW	Myrtle Beach-Florence, SC	CBS	MNT	ION[1]	Escape
73188	WKRN-TV	Nashville, TN	ABC	Bounce	True Crime	Grit
72119	WGNO	New Orleans, LA	ABC	Antenna	Dabl	TBD
54280	WNOL-TV	New Orleans, LA	CW	Court TV	Comet	Charge!
71127	WAVY-TV	Norfolk-Portsmouth-Newport News, VA	NBC	Bounce	getTV	CBN
65387	WVBT	Norfolk-Portsmouth-Newport News, VA	FOX	Cozi	H & I	
35131	KMID	Odessa-Midland, TX	ABC	Laff	Escape	Grit
50182	KAUT-TV	Oklahoma City, OK	IND	Court TV	Escape	Cozi
66222	KFOR-TV	Oklahoma City, OK	NBC	Antenna	True Crime	Dabl
66398	WMBB	Panama City, FL	ABC	MeTV	Laff	Escape
42121	WMBD-TV	Peoria-Bloomington, IL	CBS	Bounce	Laff	Escape
73879	WPHL-TV	Philadelphia, PA	MNT	Antenna	Court TV	Comet
35380	KOIN	Portland, OR	CBS	getTV	Bounce	
10192	KRCW-TV	Portland, OR	CW	Antenna	Court TV	TBD
47404	WPRI-TV	Providence, RI-New Bedford, MA	CBS	MNT	Bounce	getTV
50782	WNCN	Raleigh-Durham-Fayetteville, NC	CBS	Court TV	Grit	Escape
41969	KCLO-TV	Rapid City, SD	CBS	CW	ION[1]	Escape
74416	WRIC-TV	Richmond-Petersburg, VA	ABC	ION[1]	getTV	Laff
24813	WFXR	Roanoke-Lynchburg, VA	FOX	*CW (WWCW)*	Bounce	Escape
24812	WWCW	Roanoke-Lynchburg, VA	CW	*FOX (WFXR)*	Laff	Grit
73964	WROC-TV	Rochester, NY	CBS	Bounce	Laff	Escape
52408	WQRF-TV	Rockford, IL	FOX	Bounce	Escape	
10205	KTXL	Sacramento-Stockton-Modesto, CA	FOX	Antenna	Court TV	TBD
68889	KTVX	Salt Lake City, UT	ABC	MeTV	Laff	H & I
1136	KUCW	Salt Lake City, UT	CW	Movies!	Grit	Court TV
31114	KLST	San Angelo, TX	CBS	Escape	Grit	Antenna
58827	KSWB-TV	San Diego, CA	FOX	Antenna	Court TV	True Crime
65526	KRON-TV	San Francisco-Oakland-San Jose, CA	MyTV	Antenna	getTV	Court TV
48662	WSAV-TV	Savannah, GA	NBC	CW	MNT	Laff
35648	KTAL-TV	Shreveport, LA	NBC	Laff	Cozi	CBN
11265	KCAU-TV	Sioux City, IA	ABC	Escape	Laff	Bounce
41975	KDLO-TV[3]	Sioux Falls-Mitchell, SD	CBS	MNT	ION[1]	Escape
41983	KELO-TV	Sioux Falls-Mitchell, SD	CBS	MNT	ION[1]	Escape
41964	KPLO-TV[3]	Sioux Falls-Mitchell, SD	CBS	MNT	ION[1]	Escape
3659	KOZL-TV	Springfield, MO	MNT	Escape	Bounce	
166319	KRBK	Springfield, MO	FOX	Antenna	Movies	ION[1]
6868	WWLP	Springfield-Holyoke, MA	NBC	CW	ION[1]	Escape
35417	KPLR-TV	St. Louis, MO	CW	Court TV	Comet	Grit
35693	KTVI	St. Louis, MO	FOX	Antenna	Escape	Dabl
73113	WSYR-TV	Syracuse, NY	ABC	Antenna	Bounce	Laff
64592	WFLA-TV	Tampa-St. Petersburg-Sarasota, FL	NBC	Court TV	Escape	
4108	WTTA	Tampa-St. Petersburg-Sarasota, FL	MNT	Cozi		

FCC Facility ID	Current Call Sign	DMA	Current Affiliation			
			Primary (.1)	.2	.3	.4
20426	WTWO	Terre Haute, IN	NBC	Laff	Escape	Cozi
67335	KSNT	Topeka, KS	NBC	*FOX (KTMJ)*	ION[1]	Bounce
43649	KTMJ-CD	Topeka, KS	FOX	Escape	Grit	Laff
57826	WJHL-TV	Tri-Cities, TN-VA	CBS	ABC	Antenna	
55643	KETK-TV	Tyler-Longview, TX	NBC	Grit	ION[1]	Antenna
43424	WFXV	Utica, NY	FOX	Escape	Laff	
34335	WPNY-LP	Utica, NY	MNT			
12522	KWKT-TV	Waco-Bryan-Temple, TX	FOX	*MNT (KYLE)*	Antenna	Bounce
60384	KYLE-TV	Waco-Bryan-Temple, TX	MNT	*FOX (KWKT)*	Estrella	Laff
30576	WDCW	Washington DC-Hagerstown	CW	Antenna		
25045	WDVM-TV	Washington DC-Hagerstown	IND	Grit	Escape	Laff
16747	WWTI	Watertown, NY	ABC	CW	Laff	Escape
6869	WTRF-TV	Wheeling, WV-Steubenville, OH	CBS	MNT	ABC	Escape
65370	KFDX-TV	Wichita Falls, TX	NBC	KJBO-MNT[2]	Laff	Cozi
72359	KSNC[3]	Wichita-Hutchinson Plus, KS	NBC			
72361	KSNG[3]	Wichita-Hutchinson Plus, KS	NBC	Telemundo		
72362	KSNK[3]	Wichita-Hutchinson Plus, KS	NBC			
72358	KSNW	Wichita-Hutchinson Plus, KS	NBC	Telemundo	ION[1]	True Crime
71225	WBRE-TV	Wilkes-Barre Scranton, PA	NBC	Laff	Grit	True Crime
73153	WKBN	Youngstown, OH	CBS			
68398	WYFX-LD	Youngstown, OH	FOX	MNT	ION[1]	Bounce (4), Laff (.5), and getTV (.6)

Notes:

Multicast Streams reflected in italics are duplicates of Primary Program Streams and are included here solely for the purposes of channel clarity for each Signal and for all purposes, including calculation of the Fee under this Agreement, these are Primary Program Streams.

"TBD" is a television network and does not mean "to be determined."

[1] Operator will not retransmit any ION Multicast Stream under this Agreement. The ION Multicast Streams are listed solely for informational purposes.

[2] This program stream is used to transport a third party's programming for which retransmission consent is governed by such third party's agreement(s), if any, with Operator.

[3] The following lists satellite stations of the indicated Station:

KREY operates as a satellite of KREX
WEUX operates as a partial satellite of WLAX
KXMB and KXMD operate as satellites of KXMC
KREZ and KBIM operate as satellites of KRQE
KAII and KHAW operate as satellites of KHON
KGMV and KGMD-TV operate as satellites of KHII
KDLO and KPLO operate as satellites of KELO
KSNC, KSNG and KSNK operate as satellites of KNSW
KFCT operates as a satellite of KDVR
WTTK operates as a satellite of WTTV

NOTE: Nexstar will take reasonable steps to ensure the accuracy of this Exhibit A and any amendments to this Exhibit A, but should any of the information above in this Exhibit or any amendment to this Exhibit A be incorrect, the actual as a fact information (e.g., networks actually broadcast, a Station's true DMA, stations erroneously listed or not listed, etc.) will nonetheless control.

Station listing updated on July 20, 2020

EXHIBIT B – SYSTEMS AND STATIONS/PROGRAM STREAMS (including currently carried multicasts)

System*	DMA	Station/Program Stream	Subscribers	Analog Channel No.	SD Channel No.	HD Channel No.
KFTA	Ft Smith AR	FOX	1089		5	833
KNWA	Ft Smith AR	NBC	1089		11	828
KXNW	Ft Smith AR	MNT	1089		17	829

* Systems must be described in the table above (a) by city or county served, or (b) if a private cable or SMATV system, by property address, development, or dwelling complex served.

Operator represents that the above System list is (a) complete and accurate and (b) each System qualifies as a System to carry each applicable Program Stream or Station.

NOTE: The table above in this Exhibit B is for informational purposes only and is not meant to expand or limit either parties' rights or obligations under this Agreement. Where there is any conflict between the above list and any other part of this Agreement, such other part of this Agreement will control. Any Subscriber numbers in the tables above are only estimates.

EXHIBIT C –PAYMENT TERMS

1. **MONTHLY SUBSCRIBER DETERMINATION.**

1.1 General. For purposes of this Agreement, the number of a System's Subscribers for the calendar month and Program Stream in question, equals the sum of the following numbers:

(a) The number of the System's non-bulk Subscribers*, plus

(b) The number of the System's Bulk Equivalent Subscribers* (as defined and determined below).

*For each System and month, Operator will calculate these Subscriber numbers by adding the number of the System's Subscribers on the last day of the then prior calendar month (or for partial month's carriage, as of the first day of carriage in the month) to the number of the System's Subscribers on the last day of the then current calendar month (or for partial month's carriage, as of the last day of carriage in the month) and dividing the result by two (and, in the case of partial month's carriage, pro rating the result base on the number of days carriage during such month). Except in the case of a Bulk Equivalent Subscriber calculated under Section 1.2 below, each of the following will be considered a single Subscriber for purposes of calculating the Fee: each single family dwelling unit (including each dwelling unit in any apartment, condominium, gated community, or student housing complex); each lodging room or other dwelling unit in each hotel, motel, timeshare, hospital, rehabilitation facility, assisted living facility, or RV park; each separate connection in any business office, school, university, truck stop, prison, firehouse, oil rig, or other commercial location where individuals work or reside while working; and each separate bar, restaurant, retail location, or vehicle.

1.2 Bulk Equivalent Subscribers.

(a) For each multiple dwelling complex (e.g., hospital, apartment complex, dormitory, prison, truck stop, hotel, motel, etc.) that any System serves, during the calendar month in question, on a bulk rate basis (i.e., where substantially all dwelling units in the dwelling complex in question are wired to receive video programming service from the System in question and Operator charges the dwelling complex owner or manager a fixed monthly charge for providing a single package of video programming services (and no other video programming services) to all occupied dwelling units in such complex and such owner or manager provides such package of video programming services to each occupied dwelling unit in such complex without separate charge), the number of a System's "*Bulk Equivalent Subscribers*" for the Program Stream in question equals the greater of:

(1) The System's monthly bulk-rate charge to the complex for the retail package of video programming services that includes the Program Stream, divided by the System's Average Monthly Retail Charge, or

(2) For any complex other than hotels and motels, 80% of the actual number of dwelling units in the complex. For clarity, hotels and motels will not be subject to an 80% minimum.

(b) For purposes of this Section 1.2, "*Average Monthly Retail Charge*" means the monthly retail rate that Operator charges the largest number of non-bulk rate residential Subscribers to the System for the same or most equivalent package to bulk package in question.

(c) Operator will not apply the above bulk equivalent subscriber formula to any residential unit that receives a separate bill or invoice from Operator (or a subdistributor, if applicable), unless such invoice is for optional tiers, equipment or features that are in addition to the bulk service offering.

1.3 Other. Any Subscriber that then receives service from a System at a single location, but in multiple formats (e.g., HD, SD, Analog), will count only as a single Subscriber. If, however, a Subscriber receives service from a System at more than one location, then each separate location will count as a separate Subscriber. Each of the following will be counted as a separate Subscriber if located in a Station's Service Area and authorized to receive any video programming via a System: (i) each residential household, whether located in a multi-family dwelling (unless a Bulk Equivalent Subscriber, in which case the above Bulk Equivalent Subscriber formula above will apply) or a single-family dwelling; and (ii) for commercial Subscribers, each room of the commercial establishment (e.g., each room in the hotel, motel, retail outlet, restaurant, private club, office building, hospital, etc.), unless a Bulk Equivalent Subscriber, in which case the above Bulk Equivalent Subscriber formula above will apply.

2. **REPORTS.**

2.1 For each Program Stream and each System obligated to then retransmit such Program Stream under this Agreement, within 30 days after each calendar month during the Term, Operator will provide Nexstar (for the benefit of the underlying Licensee) a statement (on a form reasonably acceptable to Nexstar and certified by a duly authorized agent or officer of Operator to be true, complete, and correct) broken out by System and containing all information necessary for Nexstar to independently confirm the accuracy of Operator's payment of the monthly license Fee to Nexstar, and Operator's compliance with its carriage obligations, under this Agreement.

2.2 Such statement to include, on a System-by-System basis, the following information, with each category broken down by Program Stream (by Station) and type of Subscriber (*i.e.*, residential Subscribers, bulk-billed Subscribers, commercial Subscribers, etc.):

(a) the name of such System;

(b) the number of the System's Subscribers in the applicable Station's Service Area;

(c) the number of the System's Subscribers outside of the Station's Service Area;

(d) the name of such System's franchise or operating area; and

(e) any other information that Nexstar may reasonable request for accurate billing purposes.

3. **PAYMENT TERMS AND INTEREST**. Operator will calculate and pay all amounts payable by it under this Agreement without deduction or offset of any kind, including any deduction for bad debt or for any taxes or similar charges. Operator's failure to remit any Fee as and when due will be considered a material breach of this Agreement. Any monthly Fee not paid within the period set forth above will accrue late charges at the rate of 1.5% (or the maximum rate allowed by law, if lower) per month from the date such amounts were due until such amounts and accrued late charges have been paid. Nexstar's acceptance of any information or payment will not prevent Nexstar from disputing the accuracy or completeness of any payments, statements, records, or accounts or operate as a waiver of Nexstar's rights under this Agreement. Operator will reimburse Nexstar for any legal fees and other costs that Nexstar may incur in collecting any past due amount under this Agreement.

4. **AUDIT RIGHTS.**

4.1 Operator will maintain complete and accurate books and records relating to this Agreement (including all such records relating to the calculation of any amount payable by Operator under this Agreement for any Program Stream). Upon 30 days' prior notice, Nexstar (on its own behalf and on behalf of each Licensee) may examine, itself or through an independent audit service selected by Nexstar, and otherwise audit those books and records. Nexstar may only perform one audit each calendar year for each Station. For the avoidance of doubt, Operator acknowledges that Nexstar may perform these audits on a Station by Station basis (i.e., it need not audit all Stations at one time). Nexstar's right to audit will survive for 24 months after the expiration or termination of this Agreement. An audit will not be considered complete unless and until Operator has responded to all reasonable audit-related questions or issues that the auditor may pose (e.g., questions or issues the answers to which will aid the auditor in rendering a more complete and accurate audit report) following the auditor's review of Operator's books and records.

4.2 If an audit shows that Operator's payments to Nexstar were deficient, then, subject to Section 4.3 below, Operator will pay to Nexstar, upon Nexstar's demand, the difference between Operator's actual payments to Nexstar and the amounts Operator should have paid to Nexstar under this Agreement (the "*Audit Deficiency*"), together with interest on such Audit Deficiency from the date it should have been paid to the date of payment at the rate specified in Section 3 above. In addition, if an audit shows a 5% or more underpayment for any monthly payment for any Program Stream, then, upon Nexstar's demand, Operator will reimburse Nexstar for its reasonable expenses of the audit. If Nexstar makes a demand that Operator pay an Audit Deficiency, then Nexstar will give Operator a copy of those portions of the audit report that are relevant to such demand.

4.3 If Operator has a good faith, bona fide dispute about the completeness or accuracy of any Audit Deficiency, Operator must notify Nexstar of such dispute not more than 30 days after Nexstar demands payment of such Audit Deficiency. Operator's audit dispute notice must (i) include all relevant data to support its claim that the audit finding is not complete or accurate and (ii) be accompanied by a payment for any undisputed amounts owing under such Audit Deficiency. Operator and Nexstar will use diligent and good faith efforts to resolve any such Audit Deficiency dispute. If, however, Nexstar and Operator are unable to resolve such Audit Deficiency dispute within 15 days of Nexstar's receipt of Operator's claim of dispute, then, at any time thereafter, Nexstar may, at its option and without limiting its other remedies, initiate binding arbitration before a single arbitrator in accordance with the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the audit dispute rendered by the arbitrator will be final and binding on Nexstar, each Licensee to which such audit dispute applies, and Operator.

4.4 Nexstar agrees that Operator's acceptance of the results of any audit conducted by Nexstar under this Section 4 will be final and binding upon Nexstar with respect to the period and Station(s) covered by such audit.

EXHIBIT D-REMODULATION

Operator's remodulation of any Signal or Program Stream must always meet or exceed the following technical specifications; provided, however, these specifications will not apply to a Signal when downconverted and retransmitted in Analog Format:

1. The Signal must be encoded using MPEG encoding standards and remodulated as follows:

   1.1 For Systems using traditional cable plant:

   (a) For HD Program Streams within the Signal ("HD Feed"), (A) each HD Feed will be in a statistical multiplex pool with, in the case of a 64 QAM System using MPEG2 encoding, no more than 1 other service in HD Format; in the case of a 64 QAM System using MPEG4 encoding, no more than 2 other services in HD Format; in the case of a 256 QAM System using MPEG2 encoding, no more than 2 other services in HD Format; or, in the case of a 256 QAM System using MPEG4 encoding, no more than 4 other services in HD Format; (B) the maximum bit rate of each HD Feed will be at least the maximum bit rate for any other feed or service in HD Format in the statistical multiplex pool containing such HD Feed; (C) the minimum bit rate of each HD Feed will be at least the minimum bit rate for any other feed or service in HD Format in the statistical multiplex pool containing such HD Feed; and (D) any rate-shaping of an HD Feed will not result in a reduction in the bit rate greater than 10% of the instantaneous bit rate of that HD Feed.

   (b) For SD Format streams ("SD Feed"), (A) each SD Feed will be in a statistical multiplex pool with, in the case of a 64 QAM System using MPEG2 encoding, no more than 8 other services in SDTV Format; in the case of a 64 QAM System using MPEG4 encoding, no more than 12 other services in SDTV Format; in the case of a 256 QAM System using MPEG2 encoding, no more than 12 other services in SDTV Format; or, in the case of a 256 QAM System using MPEG4 encoding, no more than 17 other services in SDTV Format; (B) the maximum bit rate of each SD Feed will be at least the maximum bit rate for any other feed or service in SDTV Format in the statistical multiplex pool containing such SD Feed; (C) the minimum bit rate of each SD Feed will be at least the minimum bit rate for any other feed or service in SDTV Format in the statistical multiplex pool containing such SD Feed; and (D) any rate-shaping of an SD Feed will not result in a reduction in the bit rate greater than 10% of the instantaneous bit rate of that SD Feed.

   1.2 For Systems using IPTV technology:

   (a) For HD Feeds, (A) the maximum bit rate of each HD Feed will be at least the maximum bit rate for any other feed or service in HD Format; (B) the minimum bit rate of each HD Feed will not be at least the minimum bit rate for any other feed or service in HD Format; and (C) any rate-shaping of an HD Feed will not result in a reduction in the bit rate greater than 10% of the instantaneous bit rate of that HD Feed.

   (b) For SD Feeds, (A) the maximum bit rate of each SD Feed will be at least the maximum bit rate for any other feed or service in SD Format; (B) the minimum bit rate of each SD Feed will be at least the minimum bit rate for any other feed or service in SD Format; and (C) any rate-shaping of an SD Feed will not result in a reduction in the bit rate greater than 10% of the instantaneous bit rate of that SD Feed.

2. Operator's compression of any Program Stream must not result in any visual or aural impairments, degradation in signal quality or artifacts of digital compression (collectively, "Signal Impairments"), as compared to the signal quality of the Program Stream as received by Operator. Signal Impairments include: degradation of the signal-to-noise ratio, macroblocking, aliasing, quantization noise, pixelization, posterization, "Gibbs" (mosquito) effect, quilting, loss of resolution, loss of chrominance, loss of luminance, loss of dynamic range, blurring, or introduction of video or audio noise.

3. Operator must retransmit each Signal in a manner as favorably as its retransmission of the digital signal of any other television signal or other video service distributed by the System in question, including

without limitation in terms of signal quality, compression ratio, minimum and average bit rate allocation, selection of statistical multiplex pool, and type and amount of material included within the digitized signal bandwidth.

4. Unless another provision of this Agreement otherwise indicates, Operator's retransmission of each Signal to any Subscriber must include all signal distribution capacity contained within the bandwidth of the Signal as transmitted by the Station. If the Nielsen watermarking rating system is audio based, the audio channel(s) contained within the digital signal may not be compressed, altered, or filtered below the following rates: 96 Kbps per channel, 192 Kbps for stereo, and a combined bit rate of 384 Kbps for Dolby AC3 (5.1 channels). Additionally, Operator will preserve the Dolby Dialnorm as supplied.

5. If a System uses "switched video" technology and is technically capable of providing to viewers certain channels in an "always on" manner comparable to traditional cable service, then such System will provide each Program Stream to viewers in such an "always on" manner.

6. Before implementing any digitization, compression, remodulation, encryption, or distribution process that does not meet the specifications in this Exhibit D, Operator must obtain Nexstar's technical staff's prior written approval, such approval not to be unreasonably withheld.

EXHIBIT E – MISCELLANEOUS TERMS

1. **COPYRIGHT MATTERS.**

1.1 Copyrights. Notwithstanding anything in this Agreement to the contrary, Operator acknowledges and agrees that its retransmission of any Station's Signal does not convey any license or sublicense in or to the copyrights of and to the underlying programming transmitted by any Station. As between the parties, with respect to each Station and Signal, Operator recognizes Licensee's exclusive right, title, and interest in and to the copyright for such Signal and Licensee's copyright license to broadcast the underlying programming contained in its Signal. With respect to each System retransmitting any Station, Operator will ensure, and Operator hereby warrants that it will so ensure, that its retransmission of all copyrighted programs included in the Station's Signal is appropriately licensed for retransmission on the System to each Subscriber in the Station's Service Area, whether under the Compulsory Copyright license or otherwise. Nexstar and each Licensee expressly disclaim any representation or warranty concerning the availability of any copyright to any programming included in any Signal. Operator will indemnify each Licensee and its affiliates (including controlling persons and related companies), directors, shareholders, members, employees, and agents for, and will hold them harmless from and against, any and all claims, liabilities, costs, damages, losses, and expenses that are sustained or incurred by or asserted against any of them and arise out of either or both of the following: (a) any failure by Operator to obtain copyrights for programming or other material in any Program Stream or (b) Operator's carriage or retransmission of any Signal except as permitted by this Agreement.

1.2 No Other Retransmission. With respect to each Station, the Licensee for such Station does not grant Operator any rights under this Agreement to transport or retransmit such Station's Signal to any person or entity that is not a System or a Subscriber to a System and Operator does so solely at its own risk. Further, if Operator provides any Signal or Program Stream to another MVPD System, Operator must ensure that the owner of such other MVPD System has a then current retransmission consent agreement with Nexstar or Licensee covering such MVPD System's retransmission of such Station's Signal or Program Stream.

1.3 Digital Copy Protection. Operator will comply with the FCC Rules that require MVPDs to pass through any copy protection technology that any Station employs to prevent any person, who receives such Station's Signal on an over-the-air basis, from making copies of any part of that Signal.

2. **NO RECORDING**. Operator will not record, copy, duplicate, or retransmit any Program Stream, and will not authorize, cause, enable, allow or facilitate the downloading, sideloading, uploading, transfer, copying, recording or storage of any part of any Station's Signal or such Signal's content, on or to the public Internet, or any device or technology located at any receive center, system headend, local, regional or other data center, or other centralized location (e.g., network/headend/cloud DVR), or on or to any portable viewing device, without Nexstar's express prior written permission, except to the extent Operator may do so without a license from Licensee or any copyright owner, which licenses are expressly not granted in this Agreement.

3. **SYNDICATED EXCLUSIVITY PROTECTION / NETWORK NON-DUPLICATION PROTECTION.**

3.1 With respect to each Station, the parties will adhere, throughout the Term, to the FCC Rules, in effect as of the Agreement Date, related to network non-duplication and syndicated exclusivity (*i.e.*, 47 C.F.R. § 76.92 *et seq.*) ("*Exclusivity Rules*"), for all programming for which the Station's Licensee holds exclusive distribution rights. The obligation under the prior sentence will continue to apply throughout the Term even if the Exclusivity Rules are amended, reinterpreted, or terminated, unless applicable law prohibits the continued application of such obligation, in which case the obligation will continue fully to the extent not clearly prohibited by law.

3.2 Without limiting Section 3.1, Operator will afford each Station the full extent of network non-duplication and syndicated exclusivity for each Program Stream to the maximum extent allowed by FCC's Rules. Notwithstanding any provision of law, Operator hereby waives the notice requirements under 47 C.F.R. §§ 76.94 and 76.105, and Operator further agrees that if Nexstar or any Licensee provides to Operator or a System a written request for non-duplication of network programming or syndicated exclusivity and provides the customary documentation of its rights, Operator will begin providing the protection requested within 60 days of receipt thereof. No Licensee waives, under this Agreement, any rights it holds or may hold against any other entity with respect to market exclusivity of its Station's programming content.

3.3 In addition, with respect to each Station's programming to which the Station's Licensee holds exclusive rights in the Station's DMA, Operator expressly agrees that, unless required by law to do so, it will not cause, allow, or facilitate the distribution of that programming from any other source via any means, including by means of "TV Everywhere" of similar technologies. The prior sentence is not intended to prohibit Operator from retransmitting a television station's signal via a System within an area in which it is "significantly viewed" or within an area in which a television station has been historically carried so long as Operator has obtained the rights to do so from the applicable station.

4. **WARRANTIES AND INDEMNITIES.**

4.1 Nexstar. Nexstar represents and warrants to Operator that (a) each Station is owned by a corporation or other legal entity duly qualified to transact business and in good standing under the laws of the state of jurisdiction of its creation; (b) Nexstar has the power and authority to enter into this Agreement on its own behalf and on behalf of each Licensee and to fully perform its obligations hereunder and to cause each Licensee to perform such Licensee's obligations hereunder; and (c) the individual executing the Agreement on its behalf has the authority to do so.

4.2 Operator. Operator represents and warrants to Nexstar that (a) each System is owned by a corporation or other legal entity and validly existing under the laws of the state of jurisdiction of its creation and qualified to transact business in each state where it provides service to its subscribers; (b) Operator has the power and the authority to enter into this Agreement, and to fully perform its obligations hereunder; (c) the individual executing this Agreement on its behalf has the authority to do so; (d) each System qualifies as a MVPD System; (e) no System uses the public Internet to distribute any Program Stream; (f) Exhibit B sets forth all Systems Owned or Managed by Operator in any Station's DMA as of the Agreement Date; and (g) Operator is not retransmitting any Station that is not listed on Exhibit B. Operator further agrees that it will not change any System's facilities or distribution path to any Subscriber that would cause such System to fail to be deemed a MVPD System without giving Nexstar at least 60 days' prior written notice specifically describing each change to the facilities or distribution path.

4.3 Indemnities. Each party will indemnify, defend, and hold harmless the other party and the other party's respective affiliates, shareholders, officers, directors, employees, agents, and partners from and against the following (collectively, "*Claims*"): any liability, claim, loss, cost, damage, or expense (including reasonable attorneys' fees and court costs) under any unaffiliated third party's demand, suit, or other action to the extent, as alleged, the same arises out of such party's alleged or actual breach of this Agreement. Each party's indemnity obligations will apply only to the extent that the party claiming indemnity gives the indemnifying party prompt notice of the Claim to which its indemnity applies, unless the failure to give such notice does not materially prejudice the indemnifying party. A party seeking indemnification from any Claim (a) will promptly notify the indemnifying party in writing of such Claim, (b) will afford the indemnifying party the opportunity to defend such Claim and control the litigation, settlement, and other disposition of such Claim, (c) will cooperate fully with the indemnifying party in the defense, settlement or other disposition of such Claim, and (d) may, but is not obligated to, join in and be represented, at its own expense, by its own counsel in the defense, settlement, or other disposition of such Claim. The indemnified party's settlement of any Claim without the indemnifying party's prior written consent will release the indemnifying party from its obligation to indemnify the indemnified party with respect to such Claim.

4.4 This Section 4 will survive the expiration or termination of this Agreement.

5. **FORCE MAJEURE.** Neither party will have any rights against the other party hereto for any delay, preemption or other failure to perform when such delays, preemptions or failures are due to an act of God, inevitable accident, fire, lockout, flood, tornado, hurricane, strike or other labor dispute, act of government or governmental instrumentality (whether federal, state or local), failure of performance by a common carrier, failure in whole or in part in technical facilities (including, but not limited to, problems involving the Internet structure, such as denial of service attacks, or "virus" or other attacks for which there is no commercially reasonable solution), or any other cause (financial inability excepted) beyond such party's reasonable control. In case of any such delay, preemption or failure, the affected performing party will promptly notify the other party of the nature and expected length of continuance of such force of nature, and during such period both parties will be excused from performance.

6. **TERMINATION.**

6.1 In addition to its other rights under this Agreement or at law or in equity, either party may elect to terminate this Agreement, effective at any time, and be relieved of any further obligations hereunder, by giving the other party written notice, if the other party has made a material misrepresentation or has breached its duties or obligations hereunder and such misrepresentation or breach is not cured within 30 days of such notice (or with respect to breach caused by the non-payment of monies, such breach is not cured within 10 days of such notice).

6.2 Notwithstanding anything in this Agreement to the contrary, Nexstar, in addition to its other rights under this Agreement or at law or in equity, may terminate this Agreement immediately by giving notice to Operator:

(a) For any Signal, if Operator's retransmission of any part of that Signal is not authorized under the Copyright Act;

(b) for any MVPD System, if that MVPD System is not a System; or

(c) if Operator retransmits any Signal except by and on a System, or in any manner, at any time or in any place except as expressly authorized in this Agreement.

6.3 Notwithstanding anything in this Agreement to the contrary, if, at any time during the Term and for any reason, Operator is not carrying Nexstar's cable television service now known as WGN America on any one or more Systems, then, at any time thereafter, Nexstar may terminate this Agreement upon 30 days' prior written notice to Operator unless Operator enters into a mutually acceptable agreement with Nexstar for carriage of WGN America on each such System (and any other of Operator's MVPD Systems not carrying WGN America) within such time period.

7. **NOTICES.**

7.1 To be effective, any notice, approval, or report under this Agreement must be in writing (unless this Agreement expressly provides otherwise) and must be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) hand delivery, or (c) overnight delivery service, to Operator or Nexstar, as applicable, at its address(es) for notices set forth in Section 3 of this Agreement (or such other address(es) as Operator or Nexstar may designate by giving notice to the other per this Section).

7.2 A notice, approval, or report will be considered given, received, and effective (a) on the date delivered (except if such date is a Saturday, Sunday or legal holiday, in which case it will be deemed given on the next business day) to the addressee as indicated by the return receipt or the overnight delivery service's records, or (b) one day after presented for delivery to the addressee during normal business hours, if such delivery is refused for any reason.

7.3 Any notice intended for Licensee or Nexstar that is not delivered as this Section specifies will not be considered notice to Nexstar or Licensee. This Section will survive the expiration or termination of this Agreement.

8. **APPLICABLE LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of New York (without giving effect to the choice of law provisions of the State of New York), subject to applicable provisions of the Act and the FCC's Rules. Nothing in this Agreement requires any party to take any action that violates any applicable federal, state, or local law or regulation. This Section will survive the expiration or termination of this Agreement.

9. **CONFIDENTIALITY.** Neither party will disclose to any third party (other than its respective employees, auditors, agents, consultants or attorneys, in their capacity as such) the terms of this Agreement or any confidential information obtained from the other party in the course of performance of this Agreement (including any information relating to identification of subscribers or the fees paid or payable under this Agreement), except: (a) to the extent necessary for such party to comply with governmental rule, regulation, or law or with a valid court order, in which case it will request confidential treatment of, and redact to the greatest extent reasonably possible, the information disclosed; (b) as part of its normal reporting to or review procedure of its parent company (or other owners), its auditors, and its attorneys, but only if such parent company, auditors and attorneys agree to be bound by the provisions of this Section 9; (c) in the case of Nexstar or any Licensee as part of its normal reporting to its suppliers so long as such recipients are bound by a confidentiality agreement with respect to such disclosure; (d) in order to enforce its rights under this Agreement; (e) to any person in connection with a sale or transfer of a System or Station, so long as such disclosure is made subject to the terms of a confidentiality agreement and such receiving party agrees that this Agreement may only be used to evaluate such sale or transfer; (f) to submit any reports and disclosures as may be required by the rules of any exchange on which such party's securities are traded; and (g) if mutually agreed by the parties in writing. It will not be a breach of the prior sentence for either party to disclose the existence or duration of this Agreement or to state that consideration is being paid (without disclosure of the amounts). This Section will survive the expiration or termination of this Agreement.

10. **LIMITATION OF LIABILITY; RECOURSE.**

10.1 Except with respect to the indemnification obligations set forth in Section 4 of this Exhibit E and the confidentiality obligations set forth in Section 9 of this Exhibit E, no party to this Agreement will, for any reason or under any legal theory, be liable to any other party or any third party for any special, indirect, incidental, or consequential damages or for loss of profits, data, or services (with the understanding that advertising sales revenues, which any Licensee would otherwise be able to retain in connection with any Program Stream, but for Operator's breach, will be deemed to be direct damages and not special, indirect, incidental, or consequential damages or loss of profits), regardless of whether such damages or loss was foreseeable and regardless of whether it knew or should have known of the possibility of such damages or loss in advance.

10.2 Operator acknowledges that its' failure to take all reasonable steps to terminate retransmission or other use of any Program Stream or Signal conducted in violation of this Agreement will result in injuries that are not compensable through money damages alone, and therefore Operator acknowledges and agrees that Nexstar and each Licensee are entitled to specific performance for any breach by Operator of its retransmission obligations or limitations under this Agreement.

10.3 Any recourse of a party against any other party under or relating to this Agreement extends only to such other party and not to any employee, owner, shareholder, partner, member, director, officer, or agent of such other party.

10.4 This Section will survive the expiration or termination of this Agreement.

11. **RESERVATION OF RIGHTS; USE OF MARKS.**

11.1 Reservation of Rights. This Agreement conveys to Operator only those rights that are expressly stated in this Agreement. As between Nexstar and each Licensee, on the one hand, and Operator, on the other hand, all rights in and to the programming delivered pursuant to this Agreement, including, but not limited to, each Station's programming, copyrights, trademarks, service marks, and all other proprietary rights not specifically granted to Operator, are reserved to Nexstar and each Licensee for their exclusive use. This Agreement and the rights that Nexstar and each Licensee grants to Operator under this Agreement are limited by, and subject to, all arms-length, bona fide rights, programming, scheduling, or other restrictions or limitations in any program license agreement between Nexstar or any Licensee and any Program Stream program supplier.

11.2 Marks.

(a) Operator acknowledges that, with respect to each Station and Program Stream, the Station's and each of its Program Stream's names, logos, and programming names and all other related names or marks (collectively, "*Marks*") are, as between the Nexstar and each Licensee, on the one hand, and Operator, on the other hand, the exclusive property of the Nexstar and each Licensee.

(b) Marks available for Operator's use and guidelines for such use (all as updated by Nexstar from time to time) (respectively, the "*Approved Marks*" and the "*Guidelines*") will be as posted on Nexstar's affiliate website or as otherwise provided to Operator in writing. Operator's use of Approved Marks in a factual manner per the Guidelines in routine promotional materials, such as program guides and bill stuffers, will be deemed approved unless Nexstar notifies Operator otherwise. All other uses of such Marks will be subject to Nexstar's prior written approval as set forth below. Except as permitted above, Operator will obtain Nexstar's approval prior to use of any material which mentions or uses any Mark (or any name, image, or likeness of any person appearing in Program Stream). Operator will deliver an accurate, representative sample of such material to Nexstar for its prior review and approval. Nexstar may withdraw consent to Operator's use of any one or more Marks immediately upon Operator's breach of this Agreement or if Nexstar deems such withdrawal necessary or advisable.

(c) Operator will not acquire any proprietary rights or interests in any Mark by reason of this Agreement or Operator's retransmission of any Program Stream. Operator will not directly or indirectly question, attack, contest, or in any other manner impugn the validity of any Mark or any rights of Nexstar, any Licensee, or any Program Stream content provider in any Mark. Operator will not adopt or use any variation of any Mark or any word or mark likely to be similar to or confused with any Mark. Any goodwill arising from Operator's use of any Mark will inure solely to the benefit of Nexstar, the applicable Licensee, or the applicable Program Stream content providers.

11.3 This Section 11 will survive the expiration or termination of this Agreement.

12. **NO RELATIONSHIP**. Nothing in this Agreement will create any joint venture or principal-agent relationship between the parties and the relationship of the parties hereunder will be that of independent contractors. No Subscriber will be considered to have any direct or indirect contractual relationship with any Station, Nexstar, or any Licensee by virtue of this Agreement, nor will any Subscriber be considered a third-party beneficiary of this Agreement.

13. **TAXES**. Each Licensee and Nexstar will not have any liability for, and Operator will pay and forever indemnify and hold each Licensee and Nexstar harmless from, any and all sales, use, excise, income, franchise, corporate, and similar taxes and fees (including, without limitation, any fees payable to local or state franchising authorities), incremental compulsory copyright fees, and other charges that are or may be imposed upon or assessed against Operator as a result of Operator exploiting any rights granted under this Agreement. This Section will survive the expiration or termination of this Agreement.

14. **SEVERABILITY**. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, but if such invalidity or unenforceability would cause this Agreement to be inadequate to accomplish the parties' basic purposes and intent (specifically, with respect to any Program Stream, each Licensee's obligation to grant Operator its consent to retransmit such Program Stream in consideration of the fees payable under this Agreement and Operator's right and obligation to retransmit such Program Stream on each System, which has any Subscriber in such Program Stream's Station's Service Area, to each Subscriber in such Service Area), then, upon Nexstar's or Operator's request, Nexstar and Operator will negotiate in good faith a mutually acceptable amendment to this Agreement, but if such negotiations do not result in such an amendment within 30 days of such request, then either Nexstar or Operator may terminate this Agreement by notice to the other, and, after such termination, no party will have any further right or obligation under this Agreement.

15. **WAIVER, AMENDMENTS, AND REMEDIES**. A party's failure to insist upon strict performance of any provision of this Agreement will not be construed as a waiver of any later breach of the same or similar nature. This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in writing executed and delivered by each party. All rights and remedies reserved to any party will be cumulative and will not be in limitation of any other right or remedy that such party may have at law or in equity. This Section will survive the expiration or termination of this Agreement.

16. **NO INFERENCES**. Operator and Nexstar each acknowledge that this Agreement was fully negotiated by the parties hereto, and that, therefore, no provision of this Agreement may be interpreted against either party because that party or its legal representative(s) drafted that provision. This Section will survive the expiration or termination of this Agreement.

17. **NO THIRD-PARTY BENEFICIARIES**. The provisions of this Agreement are for the benefit of the parties to the Agreement and their permitted assigns and no third party may be a beneficiary of, or have any rights by virtue of, this Agreement. This Section will survive the expiration or termination of this Agreement.

18. **CAPTIONS AND HEADINGS; INTERPRETATION.**

    18.1 Captions and headings used in this Agreement are for convenience only and will not be deemed to be part of this Agreement. Any reference in this Agreement to a section, paragraph, provision, or attachment will be considered a reference to a section paragraph, provision, or attachment to this Agreement, unless the context expressly requires otherwise.

    18.2 This Agreement will be interpreted according to its plain meaning without presuming that it should favor any party. Unless expressly stated or the context requires otherwise: (a) all internal references are to this Agreement and the accompanying Exhibits; (b) "day" means calendar day, "month" means calendar month, and reference to a particular year (e.g., 2021) means a calendar year; (c) "will," "must," and "shall" have the same meaning (as do "will not," "must not," "may not," and "shall not"); (d) "notify," "give notice," or "provide notice" mean to give notice as provided in <u>Section 7</u> of this Exhibit and the parties agree that notice given by any other means or to any other person (including any notice provided directly to a Station at such Station's local address) will not be deemed to be notice as required under this Agreement; (e) any reference in this Agreement to the singular form of a word will include the plural form of the word, if applicable, and any reference to the plural will include the singular, if applicable; (f) lists of one or more examples following "including", "e.g.", "for example," or the like are interpreted to include "without limitation", unless qualified by words such as "only" or "solely"; (g) "current" or "currently" means "as of the Effective Date," but "then current" means the present time when the applicable right is exercised or when the performance or other thing is rendered or measured; and (h) a party's choices or elections under this Agreement are in its sole discretion.

Reference 9/15/2020

THE OUTDOOR CHANNEL

Description (Provided by Outdoor Channel)
The home of outdoor action and adventure. Come to *Outdoor Channel* for epic adventures, exhilarating action in the field and on the water, charismatic personalities and the best in outdoor-centric cinema.

Contract Term
October 1, 2020 – September 30, 2025

Participation & Opt-In

- **"Prior Participating Members" – Any member that participated in the 2015 NCTC – Outdoor Channel deal.**
  - All Prior Participating Members in good standing are approved for participation under the new deal
  - All Prior Participating Members must opt-in by **October 30, 2020**
  - Prior Participating Members remain under the same rate card as in the prior agreement (except for certain members who may switch rate cards; see next page for details)
- **"New Participating Members" – Any member that is not a Prior Participating Member.**
  - All New Participating Members in good standing and with less than 2.5 million subscribers are approved for participation in the new deal; Outdoor Channel has approval rights for all others
  - All New Participating Members must opt into the Option 1 Rate Card
- **Acquisitions**
  - If a Participating Member is acquiring systems that have more than 2 million subscribers and those acquired subscribers were governed by an existing agreement, Outdoor Channel has approval rights for the acquired systems to be added to this agreement

Confidentiality
The Agreement and summary are restricted. Only members with less than 2,500,000 subscribers may view the Agreement and summary without approval.

Technical Information
Technical Information is now located on the NCTC website (www.nctconline.org) under Programmer/Satellite Chart.

How To Participate

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default
Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

The Outdoor Channel contract has two rate card options. See "Participation & Opt-In" on the first page for details about which option will apply to your systems.

- Option 1 – Guaranteed Carriage: Members paying under the Option 1 rate card may not delete or reposition Outdoor Channel to a less highly penetrated level or tier of service.
- Option 2 – Carriage Migration: Members paying under the Option 2 rate card may not delete, but may re-tier, repackage or otherwise reposition Outdoor Channel to a less highly penetrated level of service.
- Switch from Option 2 to Option 1: An Option 2 Member may switch from the Option 2 Rate Card to the Option 1 Rate Card if the Option 2 Member: (a) repositions OC from a less highly penetrated tier to expanded basic or digital basic (or, in systems with no digital basic, to a genre tier similar to digital basic); or (b) distributes OC on expanded basic or digital basic (or, in systems with no digital basic, on a genre tier similar to digital basic). If a member switches from the Option 2 Rate Card to the Option 1 Rate Card, that member may no longer reposition OC to a less highly penetrated level of service.

Rates: Penetration calculated to basic subscribers on a system-by-system basis

- Option 1 Rate Card:

Penetration in a Service System	10/1/20 - 9/30/21	10/1/21 - 9/30/22	10/1/22 - 9/30/23	10/1/23 - 9/30/24	10/1/24 - 9/30/25
75% - 100%	$0.0215	$0.0223	$0.0230	$0.0238	$0.0247
50% - 74.9%	$0.0430	$0.0445	$0.0461	$0.0477	$0.0494
30% - 49.9%	$0.0538	$0.0557	$0.0576	$0.0596	$0.0617
12.5% - 29.9%	$0.0970	$0.1004	$0.1039	$0.1075	$0.1113
0% - 12.49%	$0.2046	$0.2117	$0.2192	$0.2268	$0.2348

- Option 2 Rate Card:

Penetration in a Service System	10/1/20 - 9/30/21	10/1/21 - 9/30/22	10/1/22 - 9/30/23	10/1/23 - 9/30/24	10/1/24 - 9/30/25
75% - 100%	$0.0874	$0.0904	$0.0936	$0.0969	$0.1003
50% - 74.9%	$0.1067	$0.1104	$0.1142	$0.1183	$0.1224
30% - 49.9%	$0.1552	$0.1606	$0.1663	$0.1721	$0.1781
12.5% - 29.9%	$0.1940	$0.2008	$0.2078	$0.2151	$0.2226
0% - 12.49%*	$0.3881	$0.4017	$0.4157	$0.4303	$0.4454

*Systems that carry OC on digital basic with less than 15% penetration to total subscribers shall be deemed to have penetration of 15% when determining the rate if OC is penetrated to 50% or more of total digital subscribers.

RATES INCLUDE ANTICIPATED NCTC VOLUME DISCOUNT OF 40%.

Volume Discount:

Aggregate Number of Service Subscribers	Percentage Reduction in Rates
250,000 to 500,000	5%
500,001 to 1,500,000	10%
1,500,001 to 3,000,000	20%
3,000,001 to 4,000,000	30%
≥ 4,000,001	**40%**

A la carte Rates: Distribution on an à la carte basis pays the greater of (a) $1.00 per month per Service Subscriber receiving the Service on an à la carte basis, or (b) forty percent (40%) of Gross Revenue attributable to distribution on an à la carte basis in a Service System.

Distribution/Packaging:

- Outdoor Channel may be carried on any level of service as long as it is packaged with at least 4 other networks.
- Option 1 Members that comply with the prior sentence may also distribute OC à la carte.
- Systems that are unable to meet the requirement to package OC with at least 4 other networks may drop OC.
- Deletion is not permitted
- Migration is not permitted, except a migration from Basic to Expanded Basic with 30 days' prior written notice AND except for members that are under the Option 2 Rate Card; see details above
- Must be distributed full-time

Other Contract Provisions:

- **Distribution Protocols/Platforms:** CATV, SMATV, MMDS, DSL, IPTV, Telco and fixed wireless
- **Delivery:** HD feed is delivered via Galaxy 17, Transponder 9 C
- **Down-conversion:** Permitted
- **HD-Only:** HD-only distribution is permitted
- **Time Zone Feeds:** Members must use commercially reasonable efforts to deliver the fee (East Coast or West Coast) that is geographically appropriate for the applicable system
- **Satellite/Technical Change Protection:** Yes
- **Gratis/Bad Debt:** Yes, including bad debt; bad debt is capped at 1% of Outdoor Channel subs
- **Bulk:** Standard EBU formula, with no minimum
- **Ad Avails:** 2 minutes per hour (or more if OC is offering more ad avails other distributors). Advertising restrictions apply, see Exhibit F.
- **Direct On-Air Sales:** Member is allowed to preempt Direct On-Air Sales programming to insert its own programming. Outdoor Channel will provide members with a schedule of Direct On-Air Sales programming time at least 3 business days prior to the start of each month.
- **MFN** – Yes

Advanced Rights:

- Rights granted for the following (with no obligation) (see following pages for more detail).
  - VOD
  - TVE/Out-of-Home Streaming
  - In-Home Streaming
  - Start Over/Look Back
  - No requirement to deliver to a set-top box (see Section 3.1)

- Nothing prohibits the following to the extent permitted without the requirement of consent of the program suppliers or copyright owners
    - Remote Storage or Network/Cloud DVR
    - STB Streaming (sling technology or remote access)
    - Transfer Technology

- Rights are not granted for the following:
    - Over-the-Top (OTT)

- In addition, Section 15.1.2 requires Network to discuss in good faith granting any advanced technology rights granted to other distributors.

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis. Subscription Video on Demand (or "SVOD") means the exhibition of video programming selected by a VOD subscriber that has subscribed to the SVOD service for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD is addressed in Section 3.2 and Exhibit D of the agreement. In addition, SVOD rights are included in Section 3.2 and Exhibit D-1 of the agreement. This summary does NOT incorporate all of the terms related to VOD and SVOD.

Rights to distribute VOD content are granted (no obligation). Additional terms regarding VOD distribution are as follows:

- At least 15 hours of content, refreshed 100% each month; members may take any or all of the VOD Content
- VOD Content is delivered via Vubiquity
- Members may not charge a specific fee/charge for the VOD Content
- Members receive ad avails to the same extent and on the most favorable terms on which ad avails are made available to other distributors (but a minimum of a proportionate share as compared to the linear feed)
- Within 45 days after the end of each month, a member distributing the VOD Content shall use commercially reasonable efforts to make available aggregate data regarding usage of VOD Content, including (to the extent available) total number of subscribers, total number of subscribers that select and view the VOD Content by program and the average viewing time of each program.
- MFN on VOD rights/content

Rights to distribute SVOD content are granted (no obligation). Additional terms regarding SVOD distribution are as follows:

- Rights to MyOutdoorTV ("MOTV"), Network's SVOD product
- A minimum of 3,500 hours of commercial free SVOD content; refreshed at a rate of 50 hours each month; refreshed content must be available to customers within 5 business days
- May be offered as a monthly or annual subscription; pricing is at a member's discretion, but subject to the minimums described below
- The MOTV content will be delivered via Aspera (tech specs attached to Exhibit D-1 for direct delivery); Network is delivering content via MobiTV
- Must pay the greater of 65% of Net Revenue or $6.50 per monthly subscription or $64.34 per annual subscription
- Members must provide standard payment reports and usage reporting to Network on a monthly basis

- Members may market and promote MOTV with marketing and promotional tools that are consistent with other similar SVOD offerings
- MOTV may be offered as part of a 7-day free trial

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE/Out-of-Home Streaming is addressed in Section 3.3 and Exhibit E of the agreement. This summary does NOT incorporate all of the terms related to TVE.

Rights to distribute TVE/Out-of-Home Streaming content are granted (no obligation). Additional terms regarding TVE/Out-of-Home Streaming distribution are as follows:

- Network Websites/Apps: No, Network does not currently offer TVE content on its websites/apps; MFN if Network offers TVE content in the future
    - Obligation to Authenticate: No obligation to authenticate Network's content
    - Linear Feed Rights: TBD based upon what is offered to other distributors
    - VOD Rights: TBD based upon what is offered to other distributors
    - Websites and apps as of the execution date: Not specified
    - Reporting Requirements/Usage Data: TBD based upon what is offered to other distributors
    - Member Advertising Avails: TBD based upon what is offered to other distributors
    - Other: N/A
- Member Websites/Apps: Yes
    - Obligation to Authenticate: No obligation to authenticate
    - Linear Feed Rights: Yes; No requirement to deliver a rights-cleared feed
    - VOD Rights: Yes
    - Website/App Branding: No requirement
    - Reporting Requirements/Usage Data: No requirements
    - Device/Stream Restrictions: None
    - DRM Requirements: No specific requirements, but general security requirements in the Agreement
    - Measurement/Nielsen: No requirements
    - DAI: No requirements
    - Member Advertising Avails: Ad avails for TVE content are not addressed
    - Content Branding Requirements: No requirements
    - Other: N/A
- Requirements/Conditions on Authentication:
    - General Requirements: TVE Content may only be distributed to Service Subscribers. Members may not charge Service Subscribers to receive the TVE Content. TVE Content may only be viewable in the Territory
    - Notice Requirement: Must give Network notice before authenticating to TVE Content
    - Authentication Provider/Third-Party Vendor: No third-party vendors specified
    - Other Requirements/Conditions: MFN on any rights related to TVE/Out-of-Home Streaming that Network offers to other distributors

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Section 3.1 of the agreement.

Rights (but no obligation) to distribute the Service via In-Home Streaming are granted.

START-OVER/LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over and Look Back are addressed in Section 5.13 of the agreement. This summary does NOT incorporate all of the terms and conditions related to Start Over and Look Back.

Rights to Start Over and Look Back are granted (but no obligation). Additional terms regarding Start Over and Look Back are as follows:

- Rights are granted to permit distribution of any Service programming for which Network has the necessary rights on a Start Over and/or Look Back basis
- Network must notify Participating Members of content for which it has the Start Over and/or Look Back rights
- No alteration of the audio and video elements of the programming, including advertising
- Fast-forwarding and ad-skipping are not permitted
- Members must delete programs within 10 days after the regularly scheduled linear exhibition of the program

NETWORK CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR rights are addressed in Section 5.12 of the Agreement.

Cloud DVR rights are not prohibited to the extent consent of the program suppliers or copyright owners is not required. Network must enforce its rights (including related to the delivery of multiple streams of the programming from a single copy) consistently against members as compared to other distributors. In addition, Section 15.1.2 requires Network to discuss in good faith granting any advanced technology rights granted to other distributors.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming rights are addressed in Section 5.12 of the Agreement.

STB Streaming rights are not prohibited to the extent consent of the program suppliers or copyright owners is not required. Network must enforce its rights consistently against members as compared to other distributors. In addition, Section 15.1.2 requires Network to discuss in good faith granting any advanced technology rights granted to other distributors.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology rights are addressed in Section 5.12 of the Agreement.

Transfer Technology rights are not prohibited to the extent consent of the program suppliers or copyright owners is not required. Network must enforce its rights consistently against members as compared to other distributors. In addition, Section 15.1.2 requires Network to discuss in good faith granting any advanced technology rights granted to other distributors.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT distribution is addressed in Section 3.1.

If Network grants OTT rights to other distributors and a member has a bona fide plan to offer a similar OTT offering, Network will discuss in good faith granting such OTT rights to members.

Reference 09/24/2019

FX	**FXX**	**FXM**
National Geographic	**Nat Geo Wild**	**Nat Geo Mundo**
Baby TV	**Fox Life**	

Contract Term

January 1, 2017 through December 31, 2019 ("Initial Term"); Extended through July 31, 2021 ("Extended Term") for those members that opt in to the Extended Term by December 31, 2019; members that do not opt in to the Extended Term by December 31, 2019 will no longer be part of this agreement as of January 1, 2020 and will need to either drop the Services or negotiate a direct agreement with Disney-ESPN Media Networks ("DEMN")

Description

This agreement was originally negotiated with Fox before DEMN acquired the above listed networks (the "Services"). NCTC has extended the Fox Agreement for these Services to be coterminous with the other DEMN Agreements effective as of July 19, 2019. Because the Fox Agreement covered networks that DEMN did not acquire, portions of the Fox Agreement have been redacted so that only the terms applicable to the Services that DEMN now owns are included (see Exhibit A to the Amendment No. 1). This agreement includes SD, HD, VOD, TVE and Advanced Technology rights.

Current Participating Members – ***Must opt in to the Extended Term by December 31, 2019.***

Applies to Members that participated in the prior NCTC-Fox Global Master Affiliation Agreement.

- Must opt-in to the agreement for all Services (whether or not there is an obligation to launch)

New Participating Members – ***May opt in to the agreement at any time, subject to the following.***

Applies to Members that did not participate in the prior NCTC-Fox Global Master Affiliation Agreement.

- Must opt-in for all Services
- DEMN has approval rights for all New Participating Members
- New Participating Members have the obligation to distribute FX and FXX on Expanded Basic in Rebuilt Systems.

How To Participate in this Agreement

Log on to www.nctconline.org and use Programming Participation Sign-up (PPS) to submit new launch and switchover information.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A Member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any Member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed or emailed to Participating Members approximately the last day of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 25th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice <u>and</u> are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order from the Technical Services Group at NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

IMPORTANT DEFINITIONS

Please see Section 1 of the Agreement for full definitions.

- **First Tier (Expanded Basic):** The tier (or tiers) received by all (100%) of a system's Subscribers, excluding Subscribers to (i) Lifeline Basic, (ii) any tier consisting solely of foreign language services (i.e., services featuring substantially all of the programming in a foreign language), (iii) video-on-demand, pay-per-view and/or a la carte or packaged premium channel multiplexes (e.g., HBO, Showtime, Cinemax, Starz), (iv) other video programming offered on an a la carte basis, and/or (v) any Other Qualifying Tier(s).
- **Lifeline Basic:** A tier received by all (100%) of a system's Subscribers (subscribed to without obligation to purchase or subscribe to any other tier) consisting of one or more of the following: (i) local and distant broadcast television stations (including white area feeds of such broadcast stations) and local cable news channels, (ii) channels consisting solely of classifieds, weather services, alpha-numeric channels, program guides, local access and local origination channels, leased access channels, and audio services without any full-motion video (e.g., music), (iii) public, educational or governmental (PEG) channels, not-for-profit religious and public affairs channels (including, without limitation, C-SPAN and C-SPAN II), (iv) home shopping channels and community bulletin board channels, (v) superstations or former superstations (as defined by the FCC (*i.e.*, WGN, WSBK, TBS, WWOR, WPIX, KWGN and KTLA)) distributed by such system on such tier as of the Effective Date, (vi) no more than 3 ethnic services, (vii) no more than 2 additional ad-supported cable networks carried on the Lifeline Basic tier as of January 1, 2017, and (viii) other non-video products from the Member such as telephone service and high speed data access. Any system that delivered more than 2 ad-supported cable networks on a tier that otherwise meets the definition of Lifeline Basic as of January 1, 2017 are grandfathered, but no additional ad-supported cable networks may be added after January 1, 2017 or the Lifeline Basic tier is no longer grandfathered.
- **Other Qualifying Tier (Skinny Bundles/Retention Tiers):** A tier (or tiers) of video programming offered to Subscribers as an alternative to traditional packages of video programming (e.g., skinny bundles or retention tiers). Traditional packages such as Lifeline Basic, First Tier, Second Tier, etc. are not considered Other Qualifying Tiers.
- **Second Tier (Digital Basic):** The tier received by all (100%) of a system's digital Subscribers excluding Subscribers receiving Qualifying Digitized Version Tiers (digitized versions of Lifeline Basic or First Tier), a Digital Gateway Package, an Other Qualifying Tier (Skinny Bundle/Retention Tier), a foreign language tier and a la carte.
- **Alternative Tier:** For systems without Second Tier (Digital Basic), the most highly-penetrated digital tier, excluding Qualifying Digitized Version Tiers (digitized versions of Lifeline Basic or First Tier), a Digital Gateway Package and an Other Qualifying Tier (Skinny Bundle/Retention Tier). If penetration of the Alternative Tier is less than 30% of total Subscribers there may be additional carriage obligations in limited situations.
- **Digital Gateway Package:** Any tier that consists of one or more of the following: (i) electronic programming guide/navigator, (ii) non-video music, (iii) video-on-demand, pay-per-view and/or a la carte or packaged premium channel multiplexes (e.g., HBO, Showtime, Cinemax, Starz), (iv) electronic commerce services (i.e., shopping networks), (v) interactive services, features and functionality (not including any networks that have interactive services, features or functionality), and/or (vi) digital broadcast station signals or PEG channels.
- **Subscriber(s):** Each customer account at a single subscription location of record, whether residential or commercial, authorized by a Member to receive any video programming, excluding any customer that receives only (i) non-video service(s) (e.g., modem service, telephone service and/or high speed Internet access), regardless of whether the non-video service(s) enables the customer to access third party video programming (such as YouTube.com, Netflix, Hulu, Sling TV, DirecTV Now or HBO GO); and/or (ii) a package or packages of video programming from a Member that is delivered to customers via the Internet.

GRANT OF RIGHTS

Members are granted the right to distribute the Services:

- Via CATV, SMATV, MMDS and IPTV (new IPTV systems must submit an IPTV questionnaire to DEMN, which must be approved by DEMN)
- Via traditional hardware set-top boxes to Subscribers in home (see "Authorized STB", Section 1(c))
- Via other devices to Subscribers in home (see "Authenticated Device", Exhibit E)
- Via Advanced Technologies in and out of a Subscriber's home pursuant to conditions (see "Advanced Technologies" section below)

DISTRIBUTION

Members must **continue to distribute** each of the Services on the **same level of service** as it was distributed **on January 1, 2017**. Members may not delete or reposition any Service to a less penetrated level of service, except that a system may move a Service from Basic to Expanded Basic upon 30 days' notice to DEMN if Basic will comply with the Lifeline Basic definition following the move.

Alternative Packages: Any system that distributes a Service in compliance with the packaging obligations below may distribute that Service in additional packages, including Other Qualifying Tiers (but not a la carte).

FX/FXX:

- No new launches required, except for a system that becomes a Rebuilt System during the Term must launch on First Tier
- Systems that choose to launch must launch on First Tier
- New Members (not Current Participating Members) must launch on First Tier in each Rebuilt System

Nat Geo:

- No new launches required
- Systems that choose to launch must launch on First Tier

FXM/Nat Geo Wild:

- Systems that choose to launch must launch on First Tier or Second Tier (if no Second Tier, an Alternative Tier)

Nat Geo Mundo/Fox Life:

- No new launches required
- Systems that choose to launch may launch on First Tier, Second Tier (if no Second Tier, an Alternative Tier), Spanish First Tier or Other Qualifying Tier

Baby TV:

- No new launches required
- The Spanish language feed may be carried on a Spanish Tier, First Tier, Second Tier or Other Qualifying Tier
- The English language feed may be carried on any tier with at least 6 other services

HD Simulcasts:

- Rights to the following HD feeds: FX HD, FXX HD, FXM HD, Nat Geo HD and Nat Geo Wild HD, and any other HD feed launched by DEMN after 1/1/17
- No launch obligations for HD feeds
- No additional charge or fee to Members; Members may not charge Subscribers an incremental fee specifically for the HD feed
- Systems may only distribute the HD feed to subscribers that receive the standard definition feed (other than HD Only Systems – see below)

HD Only Systems:

- Systems that distribute all programming in HD-only (except for Lifeline services and services that do not offer an HD feed) may drop the standard definition feeds of the Services and distribute only the HD feeds of those Services. Members must provide DEMN with 30 days' notice.

SKINNY BUNDLES/RETENTION TIERS

Skinny Bundles/Retention Tiers ("Other Qualifying Tiers" in Definitions): None of the Services are required to be offered in Other Qualifying Tiers **EXCEPT:**

- FX, FXX and Nat Geo (each on an individual basis): Other Qualifying Tiers may not exceed 10% of a system's Subscribers with respect to the foregoing Services
- FX, FXX and Nat Geo (each on an individual basis): If penetration of any of the foregoing Services is less than 85% (or 80% for Nat Geo) calculated on an aggregate basis in all of a Member's systems (not excluding Lifeline, but calculated only using the Member's systems that offer the Service on First Tier), the Other Qualifying Tiers may not exceed 5% of a system's Subscribers, instead of the 10% above.
- The following parity obligations apply:
    - Nat Geo must be included in all Other Qualifying Tiers, unless the tiers are genre based and Nat Geo is not genre appropriate or the tier is not a general entertainment tier, in which case a Member must include its choice of another Service that is appropriate
    - FX must be included if TBS, USA and/or AMC are included
    - FXX must be included if TBS, USA and AMC are included (only applicable to tiers created after 1/1/17)
    - These obligations only apply if the applicable Service is launched in a system (i.e., no system is required to launch a service to comply with these obligations)

RATES

FX:

Year	2017	2018	2019	2020	2021
Rate	$1.02	$1.11	$1.21	$1.31	$1.41

Nat Geo:

Year	2017	2018	2019	2020	2021
Rate	$0.35	$0.36	$0.37	$0.39	$0.40

FXX:

Carriage / Actual Service Penetration	2017	2018	2019	2020	2021
First Tier or ≥ 80% penetration	$0.265	$0.28	$0.295	$0.310	$0.325
All Other Carriage	$0.50	$0.51	$0.52	$0.53	$0.54

FXM:

Level of Carriage	2017	2018	2019	2020	2021
First Tier / Second Tier	$0.27	$0.28	$0.29	$0.30	$0.31
All Other Carriage	$0.40	$0.41	$0.42	$0.43	$0.44

Nat Geo Wild:

Year	2017	2018	2019	2020	2021
Rate	$0.240	$0.255	$0.270	$0.286	$0.299

Nat Geo Mundo:

Year	2017	2018	2019	2020	2021
Rate	$0.26	$0.27	$0.28	$0.298	$0.308

Fox Life:

Year	2017	2018	2019	2020	2021
Rate	$0.17	$0.18	$0.19	$0.20	$0.21

Baby TV: (for the English or Spanish Feed)

Year	2017	2018	2019	2020	2021
Rate	$0.12	$0.13	$0.14	$0.15	$0.16

COMMERCIAL/BULK FACILITY RIGHTS AND RATES

- Commercial Subscribers: Commercial establishments, such as bars, restaurants, clubs, stores and offices. No obligation to distribute any Service to a Commercial Subscriber and, if carried, the Service may be included in any package, including a la carte. Systems may drop or migrate the Services in commercial accounts. Rates for commercial accounts are different than the rates above for residential accounts. Members may not distribute to commercial establishments if a fee or charge is imposed on any customer to specifically view a Service. See Exhibit D related to each Service for details.
- Non-Residential Bulk Facilities: Commercial establishments that receive video programming on a bulk-rate basis, such as hotels, motels, hospitals, dorms, prisons and multi-unit office buildings. No obligation to distribute any Service to a Non-Residential Bulk Facility and, if carried, the Service may be included in any package, including a la carte. Systems may drop or migrate the Services in Non-Residential Bulk Facilities. Service Subscribers are calculated using a standard EBU formula with no bulk floor, except for FX, which has a 50% minimum bulk floor.
- Residential Bulk Facilities: Residential facilities that receive video programming on a bulk-rate basis, such as apartments and condominium complexes. The same packaging and distribution obligations apply to Residential Bulk Facilities as apply to residential single-family dwellings. Service Subscribers are calculated using a standard EBU formula with a 50% minimum bulk floor.

OTHER CONTRACT PROVISIONS

- **A la carte**: Not permitted (except in Commercial and Non-Residential Bulk Accounts)
- **Migration or Deletion of Service**: Not permitted, except that a system may move a Service from Basic to Expanded Basic if Basic will comply with the Lifeline Basic definition following the move. Members must provide DEMN with 30 days' notice.
- **Gratis/Bad Debt**: Yes for Gratis and Bad Debt; Cap of 1%, schools are excluded from the cap
- **Ad Avails**: 2 minutes per hour on average (except as follows); Members must comply with DEMN's ad guidelines (see Exhibit G).
    - Baby TV has no ad avails for distributors.
    - FXM offers 2 minutes per hour only between the hours of 3 PM and 3 AM ET
- **Channel Placement:** When realigning channel lineups, systems must consider in good faith DEMN's requested channel positioning set forth in the Exhibit D for each service.
- **Down-conversion:** Down-conversion rights are granted.
- **Satellite/Technology Change Protection**: Yes
- **MFN**: No
- **Anti-Piracy:** Any Member that is an ISP and has more than 20,000 video subscribers is subject to compliance with the Anti-Piracy exhibit, Exhibit F.
- **Marketing Support:** Marketing support to be used to promote the Services will expire on 12/31/19.

ADVANCED RIGHTS

- Rights granted for the following (with no obligation) (see following pages for more detail).
    - VOD
    - TVE/Out-of-Home Streaming
    - In home streaming
    - Start Over and Look Back

- No specific grant of rights for any of the following, but if a Member deploys, DEMN will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing any of the following in a less restrictive manner than required in the agreement (and there is not a pending

dispute), then Members may offer the same in that less restrictive manner. See following pages for more detail.
    - Remote Storage or Cloud DVR
    - STB Streaming (sling technology or remote access)
    - Transfer Technology

- No grant of rights; Prohibitions:
    - Recording: Members are not permitted to provide customers with a set-top box (or enable functionality on other devices within their control) that (1) allows a customer to automatically skip through advertising segments (other than normal subscriber-initiated fast-forwarding and time skip of 30 seconds or less, in each case, that allows viewers to see the advertising while fast-forwarding and that works the same in the programming and advertising), (2) automatically record blocks of programs (other than subscriber-initiated recording that operates on an episode, show or series basis), (3) replaces ads in any service, or (4) auto-plays or recommends programming that is immediately accessible for viewing (other than non-paid recommendations that are not specifically branded).
    - Prohibited Functionalities: Other than with respect to an Advanced Technology, Members may not deploy functionality that enables (1) deletion, blocking or replacement of ads on the Services, and (2) recording, copying, downloading or transfer of Service content, except for recordings made on a DVR in the home or a Cloud DVR
    - OTT: OTT rights are not granted, no right to distribute any Service via the open Internet.

- **NOTE:** The terms summarized herein reflect the terms in the Fox Agreement; to the extent that the terms in the Fox Agreement conflict with Schedule D of the Disney Agreement, DEMN has the right to notify NCTC of the conflict and, if the parties are unable to reach a resolution, the terms from the Disney Agreement will control.

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD is addressed in Exhibit B of the agreement. This summary does NOT incorporate all of the terms and conditions related to VOD.

Right, but not obligation, to distribute VOD to Service Subscribers on the terms below for no additional license fee or charge, but once launched, it may not be deleted.

- Must be distributed to Subscribers without any charge
- Currently delivered by Comcast Technology Solutions in an MPEG2 format.
- Fast Forward must be disabled during the advertising in the VOD content (if a Member cannot disable fast forward without material cost, there are options to drop the VOD content; see Section 2(c) of Exhibit B for details).
- Content:
    - See Attachment A of Exhibit B for details on VOD content from the Services.
- Members have protection for change of delivery technology
- If DEMN materially increases the number of hours and a system is not able to launch the additional content due to server capacity, then the Member may take a smaller package if made available.
- A Member must provide each Service with a Service-branded environment to the extent provided to other networks; may not contain any advertising. Programs must be cross-listed in other VOD

categories if a Member is cross-listing other networks' content. DEMN's VOD content must be as prominently displayed as the VOD content from other networks.

- A Member may not group the titles of the DEMN VOD content on the guide with programs with an X or NC-17 rating (unless the titles are in alphabetical order or in a list of search results).
- DEMN keeps all ad inventory in the VOD content. Members deploying DAI with other networks must negotiate in good faith with DEMN to implement DIA for the DEMN VOD content.
- Members must provide DEMN with usage data for the VOD content through Rentrak.
- MFN on current season VOD content, fast forward capabilities and windows that DEMN provides to other distributors, except AT&T (including DirecTV), Comcast, Dish and Charter (including Time Warner). DEMN will provide Members with VOD content and windows on a non-discriminatory basis vis-à-vis any MVPD that distributes DEMN's VOD content.

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE is addressed in Exhibit C of the agreement. This summary does NOT incorporate all of the terms and conditions related to TVE.

Right but not obligation to authenticate Service Subscribers to the DEMN Sites for no additional license fee or charge on the terms below.

- DEMN Sites as of 1/1/17 are: FXNetworks.com/FXNOW app and NatGeoTV.com/Nat Geo TV app
- Members may not charge subscribers specifically for the TVE content
- Once a Member is authenticating to the DEMN Sites, it must continue authenticating throughout the Term (unless a Member stops authenticating all TVE content of other networks).
- DEMN will provide XML feeds of thumbnails, titles and links to content on the DEMN Sites to display on the Members' sites to the extent they are providing XML feeds to others.
- Members are not required to provide DEMN with any personally identifiable information regarding subscribers that authenticate to the DEMN Sites.
- DEMN will provide each Member's branding on the DEMN Sites.
- DEMN keeps all ad inventory and revenue for DEMN TVE content.
- DEMN will treat Members in a non-discriminatory manner with regard to current season content and windows made available on the DEMN Sites as compared to other MVPDs.
- If a member requests to distribute TVE content through the member's websites/apps, DEMN will discuss in good faith the terms and conditions for such distribution.

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Exhibit E of the agreement. This summary does NOT incorporate all of the terms and conditions related to In-Home Streaming.

Rights (but no obligation) to distribute the Services and VOD Content via In-Home Streaming are granted. Additional terms regarding In-Home Streaming are as follows:

- Must be distributed to Subscribers on a free basis
- May only be delivered on a streaming basis (with a live connection between the device and the server (e.g., no off-line viewing, downloading, storage or copying is permitted, except for a temporary cache or buffer)).
- The content must be protected with DRM.
- A Member must be delivering programming for in-home streaming from at least one other major media company (NBCU, Viacom, Disney, Turner) before launching DEMN's Services.
- Member to notify DEMN prior to implementing
- No Subscriber may access the DEMN Services or VOD Content on more than 3 devices at any given time (or on more than 3 simultaneous streams) via In-Home Streaming.
- In-Home Streaming rights are subject to programming restrictions, which DEMN must apply on a non-discriminatory basis.
- Members with 50,000 video subscribers must integrate Nielsen's SDK under the following conditions:
  - 3 of the 8 largest MVPDs have commercially deployed Nielsen measurement
  - At least the lesser of 15% or 50,000 of the Member's Subscribers are using In-Home streaming in a month
  - DEMN may request that the Member integrate with Nielsen with at least 6 months' notice but not prior to 1/1/18
  - The obligation is subject to Nielsen's cooperation
- Members shall permit usage of VOD Content via In-Home Streaming to be measured by Rentrak (or another mutually agreed upon third party).
- Members must share non-personally-identifiable usage data with DEMN that they collect regarding In-Home Streaming consistent with what Members are providing to others.

START OVER AND LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over and Look Back are addressed in Section 5(g) of the Agreement. This summary does NOT incorporate all of the terms and conditions related to Start Over and Look Back.

Rights to Start Over and Look Back are granted. Additional terms regarding Start Over and Look Back are as follows:

- Member must be able to receive instructions via XML feed, in-band data (or other mutually agreed upon method).
- Content included is subject to DEMN's rights for that content
- Members may deliver multiple streams of a program from a single copy for purposes of Start Over and Look Back.
- A Member enabling Start-Over and Look Back must provide DEMN with 30 days' prior notice.
- DEMN will implement an industry-standard process to identify the programs for which Start Over and Look Back are available, the start time and the duration of the programs.
- Fast-forwarding and ad-skipping are not permitted.

- Start Over may only be available for a period of time that does not exceed 2½ times the duration of the program.
- Content must be protected using the content protection measures outlined in the agreement.
- Upon DEMN's request, a Member must provide DEMN with the same types of usage reports for Start Over and Look Back that it provides to other similar network groups (if any).
- Members must comply with DEMN's requests (which may be communicated via XML file or in-band data) to disable Start Over and Look Back functionality for any program upon 48 hours' notice.

CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box. The storage must be assigned to a customer and may be used by such customer to make and store individualized recordings of portions of linear video programming networks that are available as part of the customer's video package for the customer's personal, time-shifted viewing.

Cloud DVR is addressed in Section 2(k)(iii) of the agreement. This summary does NOT incorporate all of the terms and conditions related to cloud DVR/remote storage.

If a Member deploys Cloud DVR as described below, DEMN will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing Cloud DVR in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer Cloud DVR in that less restrictive manner.

- The Cloud DVR must provide customers with recording functionality that is initiated by the customer prior to or during (if during the recording, from the point in the program that the recording was initiated) the linear telecast of the program on the Service.
- Recordings may be scheduled on an episode, show or series basis (no recording of all programs within a Service or all programs during a block of time).
- Recordings must be made upon the specific request of a customer and be initiated, managed and controlled by such customer where the customer selects which portions of the Service to record.
- The Cloud DVR must be provided by, or on behalf of, a Member.
- The Cloud DVR must distribute recorded content only to the customer that recorded the content.
- A customer may only view the recorded content through a set-top box in the customer's home or via Transfer Technology described below.
- All recordings of content from the Services must be DRM-protected.
- The Cloud DVR must make unique, individual copies of recorded programs for each customer and only that copy may be used to allow viewing of recorded content from the Services.
- Members are not permitted to enable functionality on the Cloud DVR that (1) allows a customer to automatically skip through advertising segments (other than normal subscriber-initiated fast-forwarding and time skip of 30 seconds or less, in each case, that allows viewers to see the advertising while fast-forwarding and that works the same in the programming and advertising), (2) automatically record blocks of programs (other than subscriber-initiated recording that operates on an episode, show or series basis), (3) replaces ads in any service, or (4) auto-plays or recommends programming that is immediately accessible for viewing (other than non-paid recommendations that are not specifically branded).
- Cloud DVR must have a maximum recording and storage capacity for each customer account of 500 hours across all video programming services.
- If a Member provides dynamic ad insertion for programming recorded via the Cloud DVR for other ad-supported networks, the Member must negotiate in good faith with DEMN to similarly provide dynamic ad insertion for DEMN programming.

- Members are not permitted to provide Cloud DVR to Commercial Subscribers.
- Members may be required to withdraw certain DEMN programs from Cloud DVR upon notice from DEMN that, as a result of programming restrictions in DEMN's rights agreements or other material legal or business concern, DEMN will not permit such program to be part of Cloud DVR. This must be applied by DEMN to Members in a non-discriminatory manner.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming is addressed in Section 2(k)(ii) of the agreement. This summary does NOT incorporate all of the terms and conditions related to STB Streaming.

If a Member deploys STB Streaming as described below, DEMN will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing STB Streaming in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer STB Streaming in that less restrictive manner.

- STB Streaming must be limited to a single stream of the live-linear distribution of a service from a set-top box to a single device in the Territory (outside of a subscriber's home).
- The device must be authenticated via the customer's log-in credentials
- STB Streaming must be DRM-protected in a manner designed to prevent the copy from being further recorded, copied or transferred.
- Members with at least 50,000 video subscribers must integrate Nielsen's SDK under the following conditions:
    - 3 of the 8 largest MVPDs have commercially deployed Nielsen measurement
    - At least the lesser of 15% or 50,000 of the Member's Subscribers are using STB Streaming in a month (the Member must notify DEMN when this threshold is met)
    - DEMN may request that the Member integrate with Nielsen with no less than 6 months' notice and not before 1/1/18
    - The obligation is subject to Nielsen's cooperation
- Members are not permitted to provide STB Streaming to Commercial Subscribers.
- Members may be required to withdraw certain DEMN programs from STB Streaming upon notice from DEMN that, as a result of programming restrictions in DEMN's rights agreements or other material legal or business concern, DEMN will not permit such program to be part of STB Streaming. This must be applied by DEMN to Members in a non-discriminatory manner.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology is addressed in Section 2(k)(i) of the agreement. This summary does NOT incorporate all of the terms and conditions related to Transfer Technology.

If a Member deploys Transfer Technology as described below, DEMN will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing Transfer Technology in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer Transfer Technology in that less restrictive manner.

- Each transfer of DEMN content must be initiated and controlled by the Subscriber.
- Each transfer must be limited to one copy of a program made on a single device that has been authenticated via the customer's login credentials.
- Each transfer must be DRM-protected in a manner designed to prevent the copy from being further recorded, copied or transferred.
- The transferred content may be viewable on the device only and not on any other device (except the DVR or cloud DVR) until the content is deleted from the device.
- At a given time, the number of devices must be limited to 5 and the customer may have no more than 10 transferred DEMN programs
- The content must be deleted from or unplayable on a device no later than 30 days after the initial transfer.
- Members are not permitted to provide Transfer Technology to Commercial Subscribers.
- Members may be required to withdraw certain DEMN programs from Transfer Technology upon notice from DEMN that, as a result of programming restrictions in DEMN's rights agreements or other material legal or business concern, DEMN will not permit such program to be part of Transfer Technology. This must be applied by DEMN to Members in a non-discriminatory manner.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT rights are not granted; no right to distribute any Service via the open Internet

Reference 02/22/2021

RFD-TV

Description (provided by Network)
RFD-TV is the flagship network for Rural Media Group. Launched in December 2000, RFD-TV is the nation's first 24-hour cable network featuring programming focused on up-to-the-minute live ag-news with Market Day Report and Rural Evening News. RFD-TV Originals such as Next Level Farming, FarmHer, Virtual Farm Show and Texas Agriculture Matters. Rural lifestyle and equine programming with the top clinicians in the horse world. Award-winning music and entertainment content which includes The Marty Stuart Show, Larry's Country Diner, and The Bluegrass Trail.

Contract Term
February 16, 2021 through March 31, 2025

Participation Provision

- Any member in good standing may opt in.
- Members may switch over from an existing direct Affiliation Agreement to the NCTC Agreement at any time.

Technical Information
Technical Information is now located on the NCTC website (www.nctconline.org) under Programmer/Satellite Chart.

How To Participate in this NCTC Agreement
Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default
Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

Rates

Penetration is calculated as Service Subscribers to total basic subscribers for a Service System.

System Penetration	2021	2022	2023	2024	2025
≥ 70%	$0.155	2021 Rate + CPI	2022 Rate + CPI	2023 Rate + CPI	2024 Rate + CPI
≥ 50% - 69%	$0.170	2021 Rate + CPI	2022 Rate + CPI	2023 Rate + CPI	2024 Rate + CPI
< 50%	$0.180	2021 Rate + CPI	2022 Rate + CPI	2023 Rate + CPI	2024 Rate + CPI

Free Period: A system that launches RFD-TV in 2021 or repositions RFD-TV from a lesser penetrated level to a more widely penetrated level receives a waiver of license fees through December 31, 2021 for the incremental RFD-TV subscribers gained as a result of the launch or repositioning.

Distribution/Packaging

- May be distributed in any package or packages, or in any combination
- Silent on migration rights, but broad packaging rights would permit migration
- Deletion is not permitted

Other Contract Provisions

- **Bulk** – EBU standard formula with no minimum
- **Gratis/Bad Debt** – Gratis subscriber reduction allowed, including bad debt
- **Ad Avails** – 2 minutes per hour
- **Delivery** – RFD-TV delivers a standard definition feed and a high definition feed
- **Down-conversion** – Down-conversion is permitted
- **HD-Only** – HD-only distribution is permitted
- **MFN** – Yes on grant of advanced technology rights
- **Distribution Protocols/Platforms** – CATV, SMATV, MMDS and IPTV, including fixed wireless
- **Satellite/Technical Change Protection** – Yes

Advanced Rights

- Rights granted for the following (with no obligation) (see following pages for more detail).
    - In-Home Streaming
    - Start Over/Look Back
    - Remote Storage or Cloud DVR
    - STB Streaming (sling technology or remote access)
    - Transfer Technology
    - No requirement to deliver to a set-top box (see Section 3.1)

- Network does not offer VOD and TVE content; MFN if Network offers VOD and/or TVE content in the future

- In addition, broad MFN in Section 15.1 on advanced technology rights (including OTT) granted to other distributors.

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD is addressed in Section 3.2 of the agreement.

Network does not offer VOD content. If Network offers VOD content in the future, members may distribute the VOD content on the same terms and conditions as applicable to other distributors.

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE is addressed in Section 3.3 of the agreement.

Network does not offer VOD content. If Network offers VOD content in the future, members may distribute the VOD content on the same terms and conditions as applicable to other distributors.

- Network Websites/Apps: No, Network does not currently offer TVE content on its websites/apps; right to authenticate if Network offers TVE content in the future
  - Obligation to Authenticate: No
  - Linear Feed Rights: No
  - VOD Rights: No
  - Websites and apps as of the execution date: Not listed in Agreement
  - Reporting Requirements/Usage Data: N/A
  - Member Advertising Avails: N/A
  - Other: None
- Member Websites/Apps ("hosting" content): No
  - Obligation to Authenticate: No
  - Linear Feed Rights: No
  - VOD Rights: No
  - Website/App Branding: N/A
  - Reporting Requirements/Usage Data: N/A
  - Device/Stream Restrictions: N/A
  - DRM Requirements: N/A
  - Measurement/Nielsen: N/A
  - DAI: N/A
  - Member Advertising Avails: N/A
  - Content Branding Requirements: N/A
  - Other: None
- Requirements/Conditions on Authentication:
  - General Requirements: N/A
  - Notice Requirement: N/A
  - Authentication Provider/Third-Party Vendor: N/A
  - Permitted Devices: N/A
  - Other Requirements/Conditions: MFN on any rights related to TVE/Out-of-Home Streaming that Network offers to other distributors

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Section 3.1 of the agreement.

Rights (but no obligation) to distribute the Service via In-Home Streaming are granted.

START-OVER/LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over and Look Back are addressed in Section 5.12 of the agreement. This summary does NOT incorporate all of the terms and conditions related to Start Over and Look Back.

Rights to Start Over and Look Back are granted (but no obligation). Additional terms regarding Start Over and Look Back are as follows:

- Rights are granted to permit distribution of any Service programming for which Network has the necessary rights on a Start Over and/or Look Back basis
- Right to deliver multiple streams of a program from a signal copy
- Network must notify Participating Members of content for which it has the Start Over and/or Look Back rights
- No alteration of the audio and video elements of the programming, including advertising
- Fast-forwarding and ad-skipping are not permitted.

NETWORK CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR rights are addressed in Section 5.11 of the Agreement.

Cloud DVR rights are granted, including the ability to deliver multiple streams of the programming from a single copy. Network must treat members consistently with, and no less favorably than, other distributors. In addition, broad MFN in Section 15.1 on advanced technology rights granted to other distributors.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming rights are addressed in Section 5.11 of the Agreement.

STB Streaming rights are granted, including the ability to deliver multiple streams of the programming from a single copy. Network must treat members consistently with, and no less favorably than, other distributors. In addition, broad MFN in Section 15.1 on advanced technology rights granted to other distributors.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology rights are addressed in Section 5.11 of the Agreement.

Transfer Technology rights are granted, including the ability to deliver multiple streams of the programming from a single copy. Network must treat members consistently with, and no less favorably than, other distributors. In addition, broad MFN in Section 15.1 on advanced technology rights granted to other distributors.

OTT

OTT means the distribution and exhibition of television programs via an over-the-top distribution method on a streaming and/or download basis, both inside and/or outside an OTT subscriber's premises via the Internet using any technology to any device.

OTT distribution rights are not granted, but broad MFN in Section 15.1 on advanced technology rights granted to other distributors.

Reference 12/22/2020

Fox College Sports (“FCS”)

Description

A full-time, national television video programming service comprised of 3 distinct regionalized services, each of which is a 24-hour per day channel consisting primarily of collegiate sporting events and collegiate sports-related programming.

Contract Term

January 1, 2021 through December 31, 2023

Opt-In –

- All Members may opt in to this agreement
- Members that are participating in the NCTC-Sinclair Retransmission Consent Agreement and distributing FCS as of December 31, 2020 must continue such distribution and **MUST** opt-in on or before **January 8, 2021**
- Other Members that participated in the NCTC-FCS agreement as of December 2020 must opt in on or before **January 31, 2021**

How To Participate in this NCTC Agreement

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member’s eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month’s invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

IMPORTANT DEFINITIONS

Please see Section 1 of the Agreement for full definitions.

- **First Tier (Expanded Basic):** The tier (or tiers) received by all (100%) of a system's Subscribers, excluding Subscribers to (i) Lifeline Basic, (ii) any tier consisting solely of foreign language services (i.e., services featuring substantially all of the programming in a foreign language), (iii) video-on-demand, pay-per-view and/or a la carte or packaged premium channel multiplexes (e.g., HBO, Showtime, Cinemax, Starz), (iv) other video programming offered on an a la carte basis, and/or (v) any Other Qualifying Tier(s).
- **Lifeline Basic:** A tier received by all (100%) of a system's Subscribers (subscribed to without obligation to purchase or subscribe to any other tier) consisting of one or more of the following: (i) local and distant broadcast television stations (including white area feeds of such broadcast stations) and local cable news channels, (ii) channels consisting solely of classifieds, weather services, alpha-numeric channels, program guides, local access and local origination channels, leased access channels, and audio services without any full-motion video (e.g., music), (iii) public, educational or governmental (PEG) channels, not-for-profit religious and public affairs channels (including, without limitation, C-SPAN and C-SPAN II), (iv) home shopping channels and community bulletin board channels, (v) superstations or former superstations (as defined by the FCC (*i.e.*, WGN, WSBK, TBS, WWOR, WPIX, KWGN and KTLA)) distributed by such system on such tier as of the Effective Date, (vi) no more than 3 ethnic services, (vii) no more than 2 additional ad-supported cable networks carried on the Lifeline Basic tier as of January 1, 2017, and (viii) other non-video products from the Member such as telephone service and high speed data access. Any system that delivered more than 2 ad-supported cable networks on a tier that otherwise meets the definition of Lifeline Basic as of January 1, 2021 are grandfathered, but no additional ad-supported cable networks may be added after January 1, 2021 or the Lifeline Basic tier is no longer grandfathered.
- **Other Qualifying Tier (Skinny Bundles/Retention Tiers):** A tier (or tiers) of video programming offered to Subscribers as an alternative to traditional packages of video programming (e.g., skinny bundles or retention tiers). Traditional packages such as Lifeline Basic, First Tier, Second Tier, etc. are not considered Other Qualifying Tiers.
- **Second Tier (Digital Basic):** The tier received by all (100%) of a system's digital Subscribers excluding Subscribers receiving Qualifying Digitized Version Tiers (digitized versions of Lifeline Basic or First Tier), a Digital Gateway Package, an Other Qualifying Tier (Skinny Bundle/Retention Tier), a foreign language tier and a la carte.
- **Alternative Tier:** For systems without Second Tier (Digital Basic), the most highly-penetrated digital tier, excluding Qualifying Digitized Version Tiers (digitized versions of Lifeline Basic or First Tier), a Digital Gateway Package and an Other Qualifying Tier (Skinny Bundle/Retention Tier). If penetration of the Alternative Tier is less than 30% of total Subscribers there may be additional carriage obligations in limited situations, but never an obligation to include on a tier that is not genre appropriate.
- **Digital Gateway Package:** Any tier that consists of one or more of the following: (i) electronic programming guide/navigator, (ii) non-video music, (iii) video-on-demand, pay-per-view and/or a la carte or packaged premium channel multiplexes (e.g., HBO, Showtime, Cinemax, Starz), (iv) electronic commerce services (i.e., shopping networks), (v) interactive services, features and functionality (not including any networks that have interactive services, features or functionality), and/or (vi) digital broadcast station signals or PEG channels.
- **Qualifying Digitized Version Tier:** Any tier that consists of a digitized version of Lifeline Basic and/or a digitized version of First Tier.
- **Sports Tier:** Any tier that includes at least six (6) other high quality, nationally delivered sports networks and is either branded or marketed as a sports tier or consists solely of sports networks.
- **Status Quo Tier(s):** Any tier in which a system distributed FCS immediately prior to January 1, 2021 (or for Members that opt in after January 1, 2021, the date they opt in). If a Member creates a similar tier or materially modifies a Status Quo Tier, it could result in such tier no longer qualifying as a Status Quo Tier.

- **Actual Service Penetration:** The number of Service Subscribers in a system divided by the number of total Subscribers that receive any digital networks, other than Digital Gateway Package(s), Other Qualifying Tier(s) or Qualifying Digitized Version Tier(s).
- **Subscriber(s):** Each customer account at a single subscription location of record, whether residential or commercial, authorized by a Member to receive any video programming, excluding any customer that receives only (i) non-video service(s) (e.g., modem service, telephone service and/or high speed Internet access), regardless of whether the non-video service(s) enables the customer to access third party video programming (such as YouTube.com, Netflix, Hulu, Sling TV, DirecTV Now or HBO GO); and/or (ii) a package or packages of video programming from a Member that is delivered to customers via the Internet.

GRANT OF RIGHTS

Members are granted the right to distribute FCS:

- Via CATV, SMATV, MMDS and IPTV (new IPTV systems must submit an IPTV questionnaire to Sinclair, which must be approved by Sinclair)
- Via traditional hardware set-top boxes to Subscribers in home (see "Authorized STB", Section 1(c))
- Via other devices to Subscribers in home (see "Authenticated Device", Exhibit E)
- Via Advanced Technologies in and out of a Subscriber's home pursuant to conditions (see "Advanced Technologies" section below)
- No rights to distribute via the public Internet or cellular wireless technology

DISTRIBUTION

- Members must **continue to distribute** FCS on the **same level of service** as it was distributed **on December 31, 2020**. Members may not delete or reposition FCS to a less penetrated level of service, except that a system may move FCS from Basic to Expanded Basic upon 30 days' notice to Sinclair if Basic will comply with the Lifeline Basic definition following the move.
- Deletion is not permitted
- **No new launches required**
- Systems that choose to launch may launch on First Tier (Expanded Basic), Second Tier (Digital Basic; if no Second Tier, an Alternative Tier) or Sports Tier
- A la carte carriage is not permitted (except in Commercial and Non-Residential Bulk Accounts)
- A system may move FCS from Basic to Expanded Basic if Basic will comply with the Lifeline Basic definition following the move. Members must provide Sinclair with 30 days' notice.
- Any system that distributes FCS in compliance with the packaging obligations below may distribute FCS in additional packages, including Other Qualifying Tiers (but not a la carte).
- FCS must be distributed full-time
- If a member sells a system that distributes FCS, seller must request that the buyer carry FCS through the term and enter into an affiliation agreement within 90 days of the sale
- No obligation to distribute FCS to a Commercial Subscriber (including those receiving programming on a bulk-rate basis) and, if carried, FCS may be included in any package, including a la carte. Systems may drop or migrate FCS in commercial accounts.
- Residential bulk facilities have the same packaging and distribution obligations as residential single-family dwellings.
- Rights to HD feeds of FCS once launched, but no launch obligations for HD feeds; Members may not charge Subscribers an incremental fee specifically for the HD feed and systems may only distribute the HD feed to subscribers that receive the standard definition feed (other than HD Only Systems – see below)

RATES

Carriage / Actual Service Penetration	2021	2022	2023
First Tier or ≥ 70% digital penetration	\$0.4683	\$0.4777	\$0.4873
≥ 30% and < 70% digital penetration	\$0.5825	\$0.5942	\$0.6061
< 30% digital penetration	\$0.6852	\$0.6989	\$0.7129

Rate includes all feeds of FCS carried in a system

Other Payment Terms:

- **Gratis/Bad Debt**: Yes for Gratis and Bad Debt; Cap of 1%, schools are excluded from the cap
- **Commercial Subscribers:** Commercial establishments, such as bars, restaurants, clubs, stores and offices. Rates for commercial accounts are different than the rates above for residential accounts. See Exhibit D for details.
- **Non-Residential Bulk Facilities:** Commercial establishments that receive video programming on a bulk-rate basis, such as hotels, motels, hospitals, dorms, prisons and multi-unit office buildings. Service Subscribers are calculated using a standard EBU formula with no bulk floor. A la carte fee is equal to the Base Rate above.
- **Residential Bulk Facilities:** Residential facilities that receive video programming on a bulk-rate basis, such as apartments and condominium complexes. Service Subscribers are calculated using a standard EBU formula with a 50% minimum bulk floor.
- No credit can be taken for an overpayment (and no charge can be made for an underpaying) **more than 3 years** after the fees were due or paid.

OTHER CONTRACT PROVISIONS

- **Delivery:** SD feed is delivered via Satellite
- **Down-conversion:** Permitted (but FCS is not currently offered in HD)
- **HD Only Rights:** Systems that distribute all programming in HD-only (except for Lifeline services and services that do not offer an HD feed) may drop the standard definition feeds of FCS and distribute only the HD feeds (once they are launched). Members must provide Sinclair with 30 days' notice.
- **Satellite/Technology Change Protection**: Yes
- **Channel Position:** When realigning channel lineups, systems must consider in good faith positioning FCS in the same channel neighborhood as other sports services distributed in the same package.
- **Ad Avails**: 2 minutes per hour on average for local and regional advertising; Members must comply with Network's ad guidelines (see Sec. 6(b) and Exhibit G).
- **MFN**: Limited MFN for VOD content (size-based)
- **Anti-Piracy:** Any Member that is an ISP and has more than 20,000 video subscribers is subject to compliance with the Anti-Piracy exhibit, Exhibit F.

ADVANCED RIGHTS

- Rights granted for the following (with no obligation) (see following pages for more detail).
  - VOD (if FCS launches VOD content in the future)
  - TVE/Out-of-Home Streaming
  - In home streaming
  - Start over (Start over only, no rights for look back)
  - Right to deliver to traditional hardware set-top boxes (see "Authorized STB", Section 1(c)) and to other devices (see "Authenticated Device", Exhibit E)

- No specific grant of rights for any of the following, but if a Member deploys, Sinclair will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing any of the following in a less restrictive manner than required in the agreement (and there is not a pending dispute), then Members may offer the same in that less restrictive manner. See following pages for more detail.

  - o Remote Storage or Network/Cloud DVR
  - o STB Streaming (sling technology or remote access)
  - o Transfer Technology

- No grant of rights; Prohibitions:
  - o Recording: Members are not permitted to provide customers with a set-top box (or enable functionality on other devices within their control) that (1) allows a customer to automatically skip through advertising segments (other than normal subscriber-initiated fast-forwarding and time skip of 30 seconds or less, in each case, that allows viewers to see the advertising while fast-forwarding and that works the same in the programming and advertising), (2) automatically record blocks of programs (other than subscriber-initiated recording that operates on an episode, show or series basis), (3) replaces ads in any service, or (4) auto-plays or recommends programming that is immediately accessible for viewing (other than non-paid recommendations that are not specifically branded).
  - o Prohibited Functionalities: Other than with respect to an Advanced Technology, Members may not deploy functionality that enables (1) deletion, blocking or replacement of ads on FCS, and (2) recording, copying, downloading or transfer of FCS content, except for recordings made on a DVR in the home or a Cloud DVR
  - o OTT: OTT rights are not granted, no right to distribute FCS via the open Internet.

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD is addressed in Exhibit B of the agreement. FCS does not currently offer VOD content. The terms outlined in Exhibit B are only applicable if FCS launched VOD Content, but there will be a right, but no obligation, to distribute VOD to Service Subscribers.

TVE (OUT-OF-HOME STREAMING) TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE is addressed in Exhibit C of the agreement. This summary does NOT incorporate all of the terms and conditions related to TVE.

Right but no obligation to authenticate Service Subscribers to the FCS content on Fox Sports Go for no additional license fee or charge on the terms below.

- Network Websites/Apps: Yes
  - Obligation to Authenticate: No obligation to authenticate FCS's content, but, once a member is authenticating to the FCS Sites, it must continue authenticating throughout the Term (unless the member stops authenticating all TVE content of other networks)
  - Linear Feed Rights: No
  - VOD Rights: Yes
  - Websites and apps as of the execution date: None listed in the Agreement
  - Reporting Requirements/Usage Data: Members are not required to provide Sinclair with any personally identifiable information regarding subscribers that authenticate to the FCS Sites

    - Member Advertising Avails: None, Sinclair keeps all ad inventory and revenue for FCS TVE content
    - Other: If Network Websites/Apps are launched, Sinclair will provide XML feeds of thumbnails, titles and links to content on the FCS Sites to display on the Members' sites to the extent they are providing XML feeds to others and Sinclair will provide each Member's branding on the FCS Sites; Sinclair will treat Members in a non-discriminatory manner with regard to current season content and windows made available on the FCS Sites as compared to other MVPDs
- Member Websites/Apps ("hosting" content): No, but a member may request to distribute FCS via Member Sites for out-of-home streaming, in which case FCS will discuss in good faith the terms and conditions for such distribution; a member must get the rights to distribute current season content on an out-of-home streaming basis from at least 2 major programming groups (NBCU, CBS, Disney and Turner)
    - Obligation to Authenticate: N/A
    - Linear Feed Rights: No
    - VOD Rights: No
    - Website/App Branding: N/A
    - Reporting Requirements/Usage Data: N/A
    - Device/Stream Restrictions: N/A
    - DRM Requirements: N/A
    - Measurement/Nielsen: N/A
    - DAI: N/A
    - Member Advertising Avails: N/A
    - Content Branding Requirements: N/A
    - Other: A member may not host content unless it is authenticated to the FCS Sites.
- Requirements/Conditions on Authentication:
    - General Requirements: TVE Content may only be distributed to Service Subscribers. Members may not charge Service Subscribers to receive the TVE Content. TVE Content may only be viewable in the Territory
    - Notice Requirement: Must give Network notice before authenticating to FCS's websites/apps
    - Authentication Provider/Third-Party Vendor: Synacor, WTVE and IBM Cloud Video, as well as any other providers the parties integrate with
    - Permitted Devices: Permitted Devices are listed in Section 1(a) of Exhibit C of the Agreement
    - Other Requirements/Conditions: None

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Exhibit E of the agreement. This summary does NOT incorporate all of the terms and conditions related to In-Home Streaming.

Rights (but no obligation) to distribute FCS and VOD Content (if any) via In-Home Streaming are granted. Additional terms regarding In-Home Streaming are as follows:

- Must be distributed to Subscribers on a free basis
- May only be delivered on a streaming basis (with a live connection between the device and the server (e.g., no off-line viewing, downloading, storage or copying is permitted, except for a temporary cache or buffer)).
- The content must be protected with DRM.

- A Member must be delivering programming for in-home streaming from at least one other major media company (NBCU, Viacom, Disney, Turner) before launching FCS.
- Member to notify Sinclair prior to implementing
- No Subscriber may access FCS or VOD Content on more than 3 devices at any given time (or on more than 3 simultaneous streams) via In-Home Streaming.
- In-Home Streaming rights are subject to programming restrictions, which Sinclair must apply on a non-discriminatory basis.
- Members with 50,000 video subscribers must integrate Nielsen's SDK under the following conditions:
    - 3 of the 8 largest MVPDs have commercially deployed Nielsen measurement
    - At least the lesser of 15% or 50,000 of the Member's Subscribers are using In-Home streaming in a month
    - Sinclair may request that the Member integrate with Nielsen with at least 6 months' notice
    - The obligation is subject to Nielsen's cooperation
- Members shall permit usage of VOD Content via In-Home Streaming to be measured by Rentrak (or another mutually agreed upon third party).
- Members must share non-personally-identifiable usage data with Sinclair that they collect regarding In-Home Streaming consistent with what Members are providing to others.

START-OVER

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over is addressed in Section 5(g) of the agreement. Look Back rights are not granted in this agreement. This summary does NOT incorporate all of the terms and conditions related to Start Over.

Rights to Start Over are granted, but no rights granted for Look Back. Additional terms regarding Start Over are as follows:

- Member must be able to receive instructions via XML feed, in-band data (or other mutually agreed upon method).
- Members may deliver multiple streams of a program from a single copy for purposes of Start Over.
- A Member enabling Start-Over must provide Sinclair with 30 days' prior notice.
- Sinclair will implement an industry-standard process to identify the programs for which Start Over is available, the start time and the duration of the programs.
- Fast-forwarding and ad-skipping are not permitted.
- Start Over may only be available for a period of time that does not exceed 2½ times the duration of the program.
- Content must be protected using the content protection measures outlined in the agreement.
- Upon Sinclair's request, a Member must provide Sinclair with the same types of usage reports for Start Over that it provides to other similar network groups (if any).
- Members must comply with Sinclair's requests (which may be communicated via XML file or in-band data) to disable Start Over functionality for any program upon 48 hours' notice.

CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR is addressed in Section 2(k)(iii) of the agreement. This summary does NOT incorporate all of the terms and conditions related to cloud DVR/remote storage.

If a Member deploys Cloud DVR as described below, Sinclair will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing Cloud DVR in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer Cloud DVR in that less restrictive manner.

- The Cloud DVR must provide customers with recording functionality that is initiated by the customer prior to or during (if during the recording, from the point in the program that the recording was initiated) the linear telecast of the program on FCS.
- Recordings may be scheduled on an episode, show or series basis (no recording of all programs within FCS or all programs during a block of time).
- Recordings must be made upon the specific request of a customer and be initiated, managed and controlled by such customer where the customer selects which portions of FCS to record.
- The Cloud DVR must be provided by, or on behalf of, a Member.
- The Cloud DVR must distribute recorded content only to the customer that recorded the content.
- A customer may only view the recorded content through a set-top box in the customer's home or via Transfer Technology described below.
- All recordings of content from FCS must be DRM-protected.
- The Cloud DVR must make unique, individual copies of recorded programs for each customer and only that copy may be used to allow viewing of recorded content from FCS.
- Members are not permitted to enable functionality on the Cloud DVR that (1) allows a customer to automatically skip through advertising segments (other than normal subscriber-initiated fast-forwarding and time skip of 30 seconds or less, in each case, that allows viewers to see the advertising while fast-forwarding and that works the same in the programming and advertising), (2) automatically record blocks of programs (other than subscriber-initiated recording that operates on an episode, show or series basis), (3) replaces ads in any service, or (4) auto-plays or recommends programming that is immediately accessible for viewing (other than non-paid recommendations that are not specifically branded).
- Cloud DVR must have a maximum recording and storage capacity for each customer account of 500 hours across all video programming services.
- If a Member provides dynamic ad insertion for programming recorded via the Cloud DVR for other ad-supported networks, the Member must negotiate in good faith with Sinclair to similarly provide dynamic ad insertion for FCS.
- Members are not permitted to provide Cloud DVR to Commercial Subscribers.
- Members may be required to withdraw certain FCS programs from Cloud DVR upon notice from Sinclair that, as a result of programming restrictions in Sinclair's rights agreements or other material legal or business concern, Sinclair will not permit such program to be part of Cloud DVR. This must be applied by Sinclair to Members in a non-discriminatory manner.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming is addressed in Section 2(k)(ii) of the agreement. This summary does NOT incorporate all of the terms and conditions related to STB Streaming.

If a Member deploys STB Streaming as described below, Sinclair will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing STB Streaming in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer STB Streaming in that less restrictive manner.

- STB Streaming must be limited to a single stream of the live-linear distribution of a service from a set-top box to a single device in the Territory (outside of a subscriber's home).
- The device must be authenticated via the customer's log-in credentials
- STB Streaming must be DRM-protected in a manner designed to prevent the copy from being further recorded, copied or transferred.
- Members with at least 50,000 video subscribers must integrate Nielsen's SDK under the following conditions:
  - 3 of the 8 largest MVPDs have commercially deployed Nielsen measurement
  - At least the lesser of 15% or 50,000 of the Member's Subscribers are using STB Streaming in a month (the Member must notify Sinclair when this threshold is met)
  - Sinclair may request that the Member integrate with Nielsen with no less than 6 months' notice
  - The obligation is subject to Nielsen's cooperation
- Members are not permitted to provide STB Streaming to Commercial Subscribers.
- Members may be required to withdraw certain Sinclair programs from STB Streaming upon notice from Sinclair that, as a result of programming restrictions in Sinclair's rights agreements or other material legal or business concern, Sinclair will not permit such program to be part of STB Streaming. This must be applied by Sinclair to Members in a non-discriminatory manner.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology is addressed in Section 2(k)(i) of the agreement. This summary does NOT incorporate all of the terms and conditions related to Transfer Technology.

If a Member deploys Transfer Technology as described below, Sinclair will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing Transfer Technology in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer Transfer Technology in that less restrictive manner.

- Each transfer of FCS content must be initiated and controlled by the Subscriber.
- Each transfer must be limited to one copy of a program made on a single device that has been authenticated via the customer's login credentials.
- Each transfer must be DRM-protected in a manner designed to prevent the copy from being further recorded, copied or transferred.
- The transferred content may be viewable on the device only and not on any other device (except the DVR or cloud DVR) until the content is deleted from the device.
- At a given time, the number of devices must be limited to 5 and the customer may have no more than 10 transferred FCS programs
- The content must be deleted from or unplayable on a device no later than 30 days after the initial transfer.
- Members are not permitted to provide Transfer Technology to Commercial Subscribers.
- Members may be required to withdraw certain FCS programs from Transfer Technology upon notice from Sinclair that, as a result of programming restrictions in Sinclair's rights agreements or

other material legal or business concern, Sinclair will not permit such program to be part of Transfer Technology. This must be applied by Sinclair to Members in a non-discriminatory manner.

OTT

OTT (or “over-the-top”) means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT rights are not granted.

Reference 9/15/2020

Sportsman Channel

Description (provided by Network)
Watch and learn how to become a better hunter, shooter and angler. Honoring a lifestyle that is celebrated by millions of Americans, *Sportsman Channel* presents highly-entertaining hunting, fishing and shooting programming.

Contract Term
September 15, 2020 through November 30, 2025

Participation Provision

- **"Prior Participating Members" – Any member that participated in the 2016 NCTC – SC deal.**
  - All Prior Participating Members in good standing are approved for participation under the new deal
  - All Prior Participating Members must opt-in **by February 28, 2021**
- **"New Participating Members" – Any member that is not a Prior Participating Member.**
  - All New Participating Members in good standing and with less than 2.5 million subscribers are approved for participation under the new deal; SC has approval rights for all others

Confidentiality
The Agreement and summary are restricted. Only members with less than 2,500,000 subscribers may view the Agreement and summary without approval.

Technical Information
Technical Information is now located on the NCTC website (www.nctconline.org) under Programmer/Satellite Chart.

How To Participate

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default
Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

Rates:

Penetration is calculated as Service Subscribers to total basic subscribers on a system-by-system basis

System Penetration	2020	2021	2022	2023	2024	2025
85% - 100%	$0.0787	$0.0818	$0.0851	$0.0885	$0.0920	$0.0957
30% - 84.9%	$0.0985	$0.1024	$0.1065	$0.1108	$0.1152	$0.1198
0% - 29.9%	$0.1379	$0.1434	$0.1491	$0.1551	$0.1613	$0.1678

A La Carte: Each Service Subscriber receiving SC on an a la carte basis pays the greater of $0.50 or 50% of retail.

Continued Carriage Incentive: A member that distributes SC on September 15, 2020 and elects to renew under this agreement **on or before October 30, 2020** is eligible for one-time **marketing support in the amount of $0.10 per SC Subscriber** based upon the number of SC Subscribers paid for as part of the September 2020 payment. Marketing support shall be spent on agreed upon marketing tactics, including cross-channel, to promote SC, Outdoor Channel or WFN. If the parties cannot agree upon how the marketing is to be spent, all of the marketing support will be spent on cross-channel.

Distribution/Packaging:

- May be distributed in any level of service, tier, or package of services with at least 5 other ad-supported video programming services.
- Any system distributing on a tier with less than 5 services as of September 15, 2020 is grandfathered as long as the system has at least 3 other services on the tier.
- Members that comply with the prior sentence may also distribute SC à la carte.
- Deletion is not permitted
- Migration is not permitted, except Basic to Expanded Basic with 30 days' prior written notice
- Must be distributed full-time

Other Contract Provisions:

- **Distribution Protocols/Platforms:** CATV, MMDS, SMATV, IPTV and fixed wireless
- **Delivery:** HD feed is delivered via Galaxy 17, Transponder 9 C
- **Down-Conversion:** Permitted
- **HD-Only:** HD-only distribution is permitted
- **Satellite/Technical Change Protection:** Yes
- **Gratis/Bad Debt**: Yes, including bad debt; bad debt is capped at 1.5% of SC Subscribers
- **Bulk:** Standard EBU Formula, with no minimum
- **Ad Avails**: 2 minutes per hour (or more if SC is offering more ad avails other distributors). Advertising restrictions apply, see Exhibit F
- **MFN:** Yes

Advanced Rights:

- Rights granted for the following (with no obligation) (see following pages for more detail).
  - VOD
  - TVE/Out-of-Home Streaming
  - In-Home Streaming
  - Start Over/Look Back
  - No requirement to deliver to a set-top box (see Section 3.1)

- Nothing prohibits the following to the extent permitted without the requirement of consent of the program suppliers or copyright owners
  - Remote Storage or Network/Cloud DVR

- STB Streaming (sling technology or remote access)
  - Transfer Technology

- Rights are not granted for the following:
  - Over-the-Top (OTT)

- In addition, Section 15.1.2 requires Network to discuss in good faith granting any advanced technology rights granted to other distributors.

<u>VOD TERMS</u>

Video on Demand (or "<u>VOD</u>") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD is addressed in Section 3.2 and Exhibit D of the agreement. This summary does NOT incorporate all of the terms related to VOD.

Rights to distribute VOD content are granted (no obligation). Additional terms regarding VOD distribution are as follows:

- At least 10 hours of content, refreshed 50% every calendar month; members may take any or all of the VOD Content
- VOD Content is delivered via Vubiquity
- Members may not charge a specific fee/charge for the VOD Content
- Members receive ad avails to the same extent and on the most favorable terms on which ad avails are made available to other distributors (but a minimum of a proportionate share as compared to the linear feed)
- Within 45 days after the end of each month, a member distributing the VOD Content shall use commercially reasonable efforts to make available aggregate data regarding usage of VOD Content, including (to the extent available) total number of subscribers, total number of subscribers that select and view the VOD Content by program and the average viewing time of each program.
- MFN on VOD rights/content

<u>TVE/OUT-OF-HOME STREAMING TERMS</u>

TV Everywhere/Out-of-Home Streaming (or "<u>TVE</u>") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE/Out-of-Home Streaming is addressed in Section 3.3 and Exhibit E of the agreement. This summary does NOT incorporate all of the terms related to TVE.

Rights to distribute TVE/Out-of-Home Streaming content are granted (no obligation). Additional terms regarding TVE/Out-of-Home Streaming distribution are as follows:

- <u>Network Websites/Apps</u>: No, Network does not currently offer TVE content on its websites/apps; MFN if Network offers TVE content in the future
  - <u>Obligation to Authenticate</u>: No obligation to authenticate Network's content
  - <u>Linear Feed Rights</u>: TBD based upon what is offered to other distributors
  - <u>VOD Rights</u>: TBD based upon what is offered to other distributors
  - <u>Websites and apps as of the execution date</u>: Not specified
  - <u>Reporting Requirements/Usage Data</u>: TBD based upon what is offered to other distributors
  - <u>Member Advertising Avails</u>: TBD based upon what is offered to other distributors
  - <u>Other</u>: N/A
- <u>Member Websites/Apps</u>: Yes

- o Obligation to Authenticate: No obligation to authenticate
  - o Linear Feed Rights: Yes; No requirement to deliver a rights-cleared feed
  - o VOD Rights: Yes
  - o Website/App Branding: No requirement
  - o Reporting Requirements/Usage Data: No requirements
  - o Device/Stream Restrictions: None
  - o DRM Requirements: No specific requirements, but general security requirements in the Agreement
  - o Measurement/Nielsen: No requirements
  - o DAI: No requirements
  - o Member Advertising Avails: Ad avails for TVE content are not addressed
  - o Content Branding Requirements: No requirements
  - o Other: N/A
- Requirements/Conditions on Authentication:
  - o General Requirements: TVE Content may only be distributed to Service Subscribers. Members may not charge Service Subscribers to receive the TVE Content. TVE Content may only be viewable in the Territory
  - o Notice Requirement: Must give Network notice before authenticating to TVE Content
  - o Authentication Provider/Third-Party Vendor: No third-party vendors specified
  - o Other Requirements/Conditions: MFN on any rights related to TVE/Out-of-Home Streaming that Network offers to other distributors

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Section 3.1 of the agreement.

Rights (but no obligation) to distribute the Service via In-Home Streaming are granted.

START-OVER/LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over and Look Back are addressed in Section 5.13 of the agreement. This summary does NOT incorporate all of the terms and conditions related to Start Over and Look Back.

Rights to Start Over and Look Back are granted (but no obligation). Additional terms regarding Start Over and Look Back are as follows:

- Rights are granted to permit distribution of any Service programming for which Network has the necessary rights on a Start Over and/or Look Back basis
- Network must notify Participating Members of content for which it has the Start Over and/or Look Back rights
- No alteration of the audio and video elements of the programming, including advertising
- Fast-forwarding and ad-skipping are not permitted
- Members must delete programs within 10 days after the regularly scheduled linear exhibition of the program

NETWORK CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR rights are addressed in Section 5.12 of the Agreement.

Cloud DVR rights are not prohibited to the extent consent of the program suppliers or copyright owners is not required. Network must enforce its rights (including related to the delivery of multiple streams of the programming from a single copy) consistently against members as compared to other distributors. In addition, Section 15.1.2 requires Network to discuss in good faith granting any advanced technology rights granted to other distributors.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming rights are addressed in Section 5.12 of the Agreement.

STB Streaming rights are not prohibited to the extent consent of the program suppliers or copyright owners is not required. Network must enforce its rights consistently against members as compared to other distributors. In addition, Section 15.1.2 requires Network to discuss in good faith granting any advanced technology rights granted to other distributors.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology rights are addressed in Section 5.12 of the Agreement.

Transfer Technology rights are not prohibited to the extent consent of the program suppliers or copyright owners is not required. Network must enforce its rights consistently against members as compared to other distributors. In addition, Section 15.1.2 requires Network to discuss in good faith granting any advanced technology rights granted to other distributors.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT distribution is addressed in Section 3.1.

If Network grants OTT rights to other distributors and a member has a bona fide plan to offer a similar OTT offering, Network will discuss in good faith granting such OTT rights to members.

Reference 01/28/2020

Fox News Channel	**Fox Business Network**
Fox Sports 1	**Fox Sports 2**
Fox Deportes	**Fox Soccer Plus**

Contract Term

January 1, 2020 through December 1, 2023

Description

This agreement includes all of the above networks (the "Services"). It includes SD, HD, VOD, TVE and Advanced Technology rights.

Fox Cable Services: Fox Sports 1, Fox Sports 2, Fox Deportes, Fox Soccer Plus

Fox News Services: Fox News Channel, Fox Business Network

Current Participating Members – *Must opt in to the agreement by February 21, 2020.*

Applies to Members that participated in the prior NCTC-Fox Agreement for any Service

- Must opt-in to the agreement for all Services (whether or not there is an obligation to launch)
    - **EXCEPT:** A Member that participated in the prior NCTC-Fox Agreement for only the FCN Services may opt in for either all the Services or just the FCN Services, at its option
    - **EXCEPT:** A Member that participated in the prior NCTC-Fox Agreement for only the FNN Services may opt in for either all the Services or just the FNN Services, at its option

New Participating Members – *May opt in to the agreement at any time, subject to the following.*

Applies to Members that did not participate in the prior NCTC-Fox Agreement for any Service

- Must opt-in for all Services
- Fox has approval rights for all New Participating Members
- New Participating Members have the obligation to distribute Fox Sports 1 on Expanded Basic in Rebuilt Systems

How To Participate in this Agreement

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A Member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any Member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in

NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

The majority of the new Fox – NCTC Agreement is the same as the 2017 Fox – NCTC Agreement. The following are the material terms that have been changed, modified or added in the 2020 Fox – NCTC Agreement:

- Term expires December 1, 2023
- Rates: See details below
- Removal of networks sold to Disney
- No change to carriage obligations
- Addition of 4K rights to certain events
- Bulk floor is now only applicable to FS1 and FS2
- Marketing Support deleted because it related primarily to sold networks
- Limitation on number of simultaneous streaming for in-home streaming increased from 3 simultaneous streams of the Fox Services to 5 simultaneous streams of the Fox Services

IMPORTANT DEFINITIONS

Please see Section 1 of the Agreement for full definitions.

- **First Tier (Expanded Basic):** The tier (or tiers) received by all (100%) of a system's Subscribers, excluding Subscribers to (i) Lifeline Basic, (ii) any tier consisting solely of foreign language services (i.e., services featuring substantially all of the programming in a foreign language), (iii) video-on-demand, pay-per-view and/or a la carte or packaged premium channel multiplexes (e.g., HBO, Showtime, Cinemax, Starz), (iv) other video programming offered on an a la carte basis, and/or (v) any Other Qualifying Tier(s).
- **Lifeline Basic:** A tier received by all (100%) of a system's Subscribers (subscribed to without obligation to purchase or subscribe to any other tier) consisting of one or more of the following: (i) local and distant broadcast television stations (including white area feeds of such broadcast stations) and local cable news channels, (ii) channels consisting solely of classifieds, weather services, alpha-numeric channels, program guides, local access and local origination channels, leased access channels, and audio services without any full-motion video (e.g., music), (iii) public, educational or governmental (PEG) channels, not-for-profit religious and public affairs channels (including, without limitation, C-SPAN and C-SPAN II), (iv) home shopping channels and community bulletin board channels, (v) superstations or former superstations (as defined by the FCC (*i.e.*, WGN, WSBK, TBS, WWOR, WPIX, KWGN and KTLA)) distributed by such system on such tier as of the Effective Date, (vi) no more than 3 ethnic services, (vii) no more than 2 additional ad-supported cable networks carried on the Lifeline Basic tier as of January 1, 2020, and (viii) other non-video products from the Member such as telephone service and high speed data access. Any system that delivered more than 2 ad-supported cable networks on a tier that otherwise meets the definition of Lifeline Basic as of January 1, 2020 are grandfathered, but no additional ad-supported cable networks may be added after January 1, 2020 or the Lifeline Basic tier is no longer grandfathered.
- **Other Qualifying Tier (Skinny Bundles/Retention Tiers):** A tier (or tiers) of video programming offered to Subscribers as an alternative to traditional packages of video programming (e.g., skinny bundles or retention tiers). Traditional packages such as Lifeline Basic, First Tier, Second Tier, etc. are not considered Other Qualifying Tiers.
- **Second Tier (Digital Basic):** The tier received by all (100%) of a system's digital Subscribers excluding Subscribers receiving Qualifying Digitized Version Tiers (digitized versions of Lifeline Basic or First Tier), a Digital Gateway Package, an Other Qualifying Tier (Skinny Bundle/Retention Tier), a foreign language tier and a la carte.
- **Alternative Tier:** For systems without Second Tier (Digital Basic), the most highly-penetrated digital tier, excluding Qualifying Digitized Version Tiers (digitized versions of Lifeline Basic or First Tier), a Digital Gateway Package and an Other Qualifying Tier (Skinny Bundle/Retention Tier). If penetration

of the Alternative Tier is less than 30% of total Subscribers there may be additional carriage obligations in limited situations. No system is required to put the applicable Service on a genre that is not genre appropriate for the Service.

- **Digital Gateway Package:** Any tier that consists of one or more of the following: (i) electronic programming guide/navigator, (ii) non-video music, (iii) video-on-demand, pay-per-view and/or a la carte or packaged premium channel multiplexes (e.g., HBO, Showtime, Cinemax, Starz), (iv) electronic commerce services (i.e., shopping networks), (v) interactive services, features and functionality (not including any networks that have interactive services, features or functionality), and/or (vi) digital broadcast station signals or PEG channels.

- **Qualifying Digitized Version Tier:** Any tier that consists of a digitized version of Lifeline Basic and/or a digitized version of First Tier.

- **Spanish First Tier:** With respect to Fox Deportes, the tier(s) received by all (100%) of a system's Subscribers to any Spanish-Language Themed tier(s) (as defined below). With respect to all other Services, the tier that is the most highly penetrated Spanish-Language Themed tier. "Spanish-Language Themed" means any tier that is either branded or marketed as Spanish-language, and/or is targeted primarily towards Spanish bilingual or Spanish-speaking Subscribers, and/or includes at least five (5) Spanish-language programming services, excluding over-the-air broadcast stations and public interest channels.

- **Sports Tier:** Any tier that includes at least six (6) other high quality, nationally delivered sports networks and is either branded or marketed as a sports tier or consists solely of sports networks.

- **Status Quo Tier(s):** Any tier in which a system distributed the applicable Service immediately prior to January 1, 2020 (or for Members that opt in after January 1, 2020, the date they opt in). If a Member creates a similar tier or materially modifies a Status Quo Tier, it could result in such tier no longer qualifying as a Status Quo Tier.

- **Rebuilt System:** A system with bandwidth capacity of 750 MHz or greater.

- **Actual Service Penetration:** The number of Service Subscribers in a system divided by the number of total Subscribers in the system, expressed as a percentage. With respect to Fox Deportes, the denominator is the number of total Subscribers that receive any digital networks, other than Digital Gateway Package(s), Other Qualifying Tier(s) or Qualifying Digitized Version Tier(s).

- **Subscriber(s):** Each customer account at a single subscription location of record, whether residential or commercial, authorized by a Member to receive any video programming, excluding any customer that receives only (i) non-video service(s) (e.g., modem service, telephone service and/or high speed Internet access), regardless of whether the non-video service(s) enables the customer to access third party video programming (such as YouTube.com, Netflix, Hulu, Sling TV, DirecTV Now or HBO GO); and/or (ii) a package or packages of video programming from a Member that is delivered to customers via the Internet (i.e., on an OTT basis).

GRANT OF RIGHTS

Members are granted the right to distribute the Services:

- Via CATV, SMATV, MMDS and IPTV (new IPTV systems must submit an IPTV questionnaire to Fox, which must be approved by Fox)
- Via traditional hardware set-top boxes to Subscribers in home (see "Authorized STB", Section 1(c))
- Via other devices to Subscribers in home (see "Authenticated Device", Exhibit E)
- Via Advanced Technologies in and out of a Subscriber's home pursuant to conditions (see "Advanced Technologies" section below)

DISTRIBUTION

Members must **continue to distribute** each of the Services on the **same level of service** as it was distributed **on January 1, 2020**. Members may not delete or reposition any Service to a less penetrated level of service, except that a system may move a Service from Basic to Expanded Basic upon 30 days' notice to Fox if Basic will comply with the Lifeline Basic definition following the move. In addition, there are repositioning rights for Fox Soccer Plus (see below for details)

Alternative Packages: Any system that distributes a Service in compliance with the packaging obligations below may distribute that Service in additional packages, including Other Qualifying Tiers (but not a la carte).

No new launches required (except for very limited launch commitment for FS1 detailed below)

Fox News:

- Systems that choose to launch must launch on First Tier

Fox Business:

- Systems that choose to launch must launch on First Tier or a digitized version of First Tier

Fox Sports 1:

- No new launches required, except for a system that becomes a Rebuilt System during the Term must launch on First Tier
- Systems that choose to launch must launch on First Tier
- New Members (not Current Participating Members) must launch on First Tier in each Rebuilt System

Fox Sports 2:

- Systems that choose to launch must launch on First Tier or Second Tier (if no Second Tier, an Alternative Tier)

Fox Deportes:

- Systems that choose to launch may launch on First Tier, Second Tier (if no Second Tier, an Alternative Tier) or Spanish First Tier

Fox Soccer Plus:

- Systems that choose to launch may launch on First Tier, Second Tier (if no Second Tier, an Alternative Tier), Sports Tier or Other Qualifying Tier

HD Simulcasts:

- Rights to all HD feeds
- No launch obligations for HD feeds
- No additional charge or fee to Members; Members may not charge Subscribers an incremental fee specifically for the HD feed
- Systems may only distribute the HD feed to subscribers that receive the standard definition feed (other than HD Only Systems – see below)

HD Only Systems:

- Systems that distribute all programming in HD-only (except for Lifeline services and services that do not offer an HD feed) may drop the standard definition feeds of the Services and distribute only the HD feeds of those Services. Members must provide Fox with 30 days' notice.

SKINNY BUNDLES/RETENTION TIERS

Skinny Bundles/Retention Tiers ("Other Qualifying Tiers" in Definitions): None of the Services are required to be offered in Other Qualifying Tiers **EXCEPT:**

- Fox News Channel and Fox Sports 1 (each on an individual basis): Other Qualifying Tiers may not exceed 10% of a system's Subscribers with respect to the foregoing Services
- Fox News Channel and Fox Sports 1 (each on an individual basis): If penetration of any of the foregoing Services is less than 85% calculated on an aggregate basis in all of a Member's systems (not excluding Lifeline, but calculated only using the Member's systems that offer the Service on First Tier), the Other Qualifying Tiers may not exceed 5% of a system's Subscribers, instead of the 10% above.
- The following parity obligations apply:
    - Fox News Channel must be included if CNN and/or MSNBC are included (only applicable to tiers created after 1/1/17)
    - Fox Sports 1 must be included if TNT, ESPN, NBC Sports Network, MLB Network and/or NFL Network are included (only applicable to tiers created after 1/1/17)
    - Fox Business Network must be included if CNBC is included (only applicable to tiers created after 1/1/17)
    - These obligations only apply if the applicable Service is launched in a system (i.e., no system is required to launch a service to comply with these obligations)

RATES

Fox News:

	2020	2021	2022	2023
Fox News Base Rate[1]	$2.60	$2.80	$3.00	$3.20
FNC with No FBN carriage[2]	$3.00	$3.20	$3.40	$3.60

[1]The Fox News Base Rate is paid by Members that distribute Fox News and also distribute Fox Business Network in one or more systems.

[2]The "FNC with No FBN carriage" Rate is paid by Members that distribute Fox News, but do not distribute Fox Business in any systems (i.e., the Member does not distribute Fox Business at all)

- Members distributing Fox News HD on a "First HD Pay Tier" as of 12/31/19 may continue to carry on that tier and will pay $0.2526 per subscriber in 2020, increased by CPI each year.

Fox Business:

Carriage	2020	2021	2022	2023
First Tier	$0.27	$0.28	$0.29	$0.30
All Other Carriage	$0.37	$0.38	$0.39	$0.40

- Members distributing Fox Business HD on a "First HD Pay Tier" as of 12/31/19 may continue to carry on that tier and will pay $0.1273 per subscriber in 2020, increased by CPI each year.

Fox Sports 1:

Carriage	2020	2021	2022	2023
First Tier	$1.70	$1.80	$1.90	$2.00
All Other Carriage	$1.95	$2.05	$2.15	$2.25

- **Sports Content Surcharge:** If FS1 obtains the rights to telecast any professional and/or NCAA Division 1 football and men's basketball events that were not broadcast on FS1 in 2019 (see 7(g) of agreement for details), then Fox may surcharge for those events. Each Member may accept or reject the proposed surcharge at its option.

Fox Sports 2:

Actual Service Penetration	2020	2021	2022	2023
> 15% penetration	$0.31	$0.32	$0.33	$0.34
≤ 15% penetration	$0.41	$0.42	$0.43	$0.44

Fox Deportes:

Carriage / Actual Service Penetration	2020	2021	2022	2023
≥ 80% digital penetration	$0.37	$0.38	$0.39	$0.40
< 80% and ≥ 20% digital penetration	$0.42	$0.44	$0.46	$0.48
< 20% digital penetration or Spanish First Tier	$0.51	$0.53	$0.55	$0.57

Fox Soccer Plus:

Actual Service Penetration	2020	2021	2022	2023
≥ 50% penetration	$0.15	$0.16	$0.17	$0.18
< 50% and ≥ 30% penetration	$0.22	$0.23	$0.24	$0.25
< 30% and ≥ 10% penetration	$0.37	$0.38	$0.39	$0.40
< 10% penetration	$0.57	$0.58	$0.59	$0.60

COMMERCIAL/BULK FACILITY RIGHTS AND RATES

- Commercial Subscribers: Commercial establishments, such as bars, restaurants, clubs, stores and offices. No obligation to distribute any Service to a Commercial Subscriber and, if carried, the Service may be included in any package, including a la carte (except Fox News and Fox Business may not be offered a la carte). Systems may drop or migrate Fox Services in commercial accounts. Rates for commercial accounts are different than the rates above for residential accounts. See Exhibit D related to each Service for details.
- Non-Residential Bulk Facilities: Commercial establishments that receive video programming on a bulk-rate basis, such as hotels, motels, hospitals, dorms, prisons and multi-unit office buildings. No obligation to distribute any Service to a Non-Residential Bulk Facility and, if carried, the Service may be included in any package, including a la carte (except Fox News and Fox Business may not be offered a la carte). Systems may drop or migrate Fox Services in Non-Residential Bulk Facilities. Service Subscribers are calculated using a standard EBU formula with no bulk floor.
- Residential Bulk Facilities: Residential facilities that receive video programming on a bulk-rate basis, such as apartments and condominium complexes, including through a homeowners' association. The same packaging and distribution obligations apply to Residential Bulk Facilities as apply to residential single-family dwellings. Service Subscribers are calculated using a standard EBU formula with no bulk floor, except that Fox Sports 1 and Fox Sports 2 have a 50% minimum bulk floor.

OTHER CONTRACT PROVISIONS

- **A la carte**: Not permitted (except in Commercial and Non-Residential Bulk Accounts)
- **Migration or Deletion of Service**: Not permitted, except:
  - A system may move a Service from Basic to Expanded Basic if Basic will comply with the Lifeline Basic definition following the move. Members must provide Fox with 30 days' notice.
  - On or after 7/1/20 a system may reposition Fox Soccer Plus to any Permissible Tier upon at least 3 months' notice to Fox.
- **Gratis/Bad Debt**: Yes for Gratis and Bad Debt; Cap of 1%, schools are excluded from the cap
- **Ad Avails**: 2 minutes per hour on average (except as follows); Members must comply with Fox's ad guidelines (see Exhibit G).
  - Fox News and Fox Business offer 3 minutes per hour; ads may be preempted, but Fox must provide make-goods (except for preemptions for breaking news)
- **Channel Placement:** When realigning channel lineups, systems must consider in good faith Fox's requested channel positioning set forth in the Exhibit D for each service.
- **Down-conversion:** Down-conversion rights are granted.
- **4K Events:**
  - Fox will provide certain sporting events in a 4K format
  - Members have the right to offer the 4K events to customers individually or on a dedicated channel, but not on a channel with branding of a third-party programming network
  - Members must request the 4K events in writing
  - Additional reporting is required; see Section 2(l) of the agreement for details
- **Satellite/Technology Change Protection**: Yes
- **MFN**: Limited protections for Fox News rate (size-based), Fox News and Fox Business ad avails and TVE content (non-size-based), and VOD content for all Services
- **Anti-Piracy:** Any Member that is an ISP and has more than 20,000 video subscribers is subject to compliance with the Anti-Piracy exhibit, Exhibit F.

ADVANCED RIGHTS

- Rights granted for the following (with no obligation) (see following pages for more detail).
  - VOD
  - TVE/Out-of-Home Streaming
  - In home streaming
  - Start over (Start over only, no rights for look back)
  - Right to deliver to traditional hardware set-top boxes (see "Authorized STB", Section 1(c)) and to other devices (see "Authenticated Device", Exhibit E)

- No specific grant of rights for any of the following, but if a Member deploys, Fox will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing any of the following in a less restrictive manner than required in the agreement (and there is not a pending dispute), then Members may offer the same in that less restrictive manner. See following pages for more detail.
  - Remote Storage or Network/Cloud DVR
  - STB Streaming (sling technology or remote access)
  - Transfer Technology

- No grant of rights; Prohibitions:
  - Recording: Members are not permitted to provide customers with a set-top box (or enable functionality on other devices within their control) that (1) allows a customer to automatically skip through advertising segments (other than normal subscriber-initiated fast-forwarding and time skip of 30 seconds or less, in each case, that allows viewers to see the advertising while fast-forwarding and that works the same in the programming and advertising), (2) automatically record blocks of programs (other than subscriber-

initiated recording that operates on an episode, show or series basis), (3) replaces ads in any service, or (4) auto-plays or recommends programming that is immediately accessible for viewing (other than non-paid recommendations that are not specifically branded).
    - Prohibited Functionalities: Other than with respect to an Advanced Technology, Members may not deploy functionality that enables (1) deletion, blocking or replacement of ads on the Services, and (2) recording, copying, downloading or transfer of Service content, except for recordings made on a DVR in the home or a Cloud DVR
    - OTT: OTT rights are not granted, no right to distribute any Service via the open Internet.

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for display on the subscriber's television set on an on-demand basis.

VOD is addressed in Exhibit B of the agreement. This summary does NOT incorporate all of the terms and conditions related to VOD.

Right, but not obligation, to distribute VOD to Service Subscribers on the terms below for no additional license fee or charge, but once launched, it may not be deleted.

- Must be distributed to Subscribers without any charge
- Currently delivered by Comcast Technology Solutions in an MPEG2 format.
- Fast Forward must be disabled during the advertising in the Fox VOD content (if a Member cannot disable fast forward without material cost, there are options to drop the VOD content; see Section 2(c) of Exhibit B for details).
- Content:
    - Fox does not currently provide VOD content for the Fox News Services. Members may encode the following content from the linear feeds of Fox News and Fox Business and distribute it on a VOD basis:
        - Fox News - each full-length program telecast during the hours of 4:00 p.m. to 4:00 a.m. ET Monday-Friday and 6:00 p.m. to 1:00 a.m. ET Saturday & Sunday
        - Fox Business - each program telecast during the hours of 6:00 p.m. to 11:00 p.m. ET Monday-Friday and 7:00 p.m. to 1:00 a.m. ET Saturday & Sunday.
        - The window for the content begins 3 hours from the completion of the program's linear broadcast and ends 7 days and 3 hours from the completion of the program's linear broadcast.
    - If Fox begins delivering VOD content for the Fox News Services and a system is technically able to receive it, the system must distribute the directly-delivered content.
    - Fox distributes limited VOD content for the sports services and the content is usually around big events (like the World Cup)
- Members have protection for change of delivery technology
- If Fox materially increases the number of hours and a system is not able to launch the additional content due to server capacity, then the Member may take a smaller package if made available.
- A Member must provide each Service with a Service-branded environment to the extent provided to other networks; may not contain any advertising. Programs must be cross-listed in other VOD categories if a Member is cross-listing other networks' content. Fox's VOD content must be as prominently displayed as the VOD content from other networks.
- A Member may not group the titles of the Fox VOD content on the guide with programs with an X or NC-17 rating (unless the titles are in alphabetical order or in a list of search results).
- Fox keeps all ad inventory in the VOD content. Members deploying DAI with other networks must negotiate in good faith with Fox to implement DIA for the Fox VOD content.

- Members must provide Fox with usage data for the VOD content through Comscore.
- Fox will provide Members with current season VOD content and windows on a non-discriminatory basis vis-à-vis any MVPD that distributes Fox's VOD content. In addition, Fox will continue to provide sports content on a free VOD basis if such content is made available to others.

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services and video-on-demand content that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE is addressed in Exhibit C of the agreement. This summary does NOT incorporate all of the terms and conditions related to TVE.

Right but not obligation to authenticate Service Subscribers to the Fox Sites for no additional license fee or charge on the terms below. Right to also distribute content from the Fox News Services (the "FNN TVE Content") on a Member's websites and applications on the terms below.

- Network Websites/Apps: Yes
  - Obligation to Authenticate: No obligation to authenticate Fox's content, but, once a member is authenticating to the Fox Sites, it must continue authenticating throughout the Term (unless the member stops authenticating all TVE content of other networks)
  - Linear Feed Rights: Yes
  - VOD Rights: Yes
  - Websites and apps as of the execution date: FOX Sports.com/FOX Sports app; FoxNews.com/Fox News Go app; FoxBusiness.com/Fox Business Go app; Caffeine.tv/Caffeine app may be available in the future
  - Reporting Requirements/Usage Data: Members are not required to provide Fox with any personally identifiable information regarding subscribers that authenticate to the Fox Sites
  - Member Advertising Avails: None, Fox keeps all ad inventory and revenue for Fox TVE content
  - Other: If Network Websites/Apps are launched, Fox will provide XML feeds of thumbnails, titles and links to content on the Fox Sites to display on the Members' sites to the extent they are providing XML feeds to others and Fox will provide each Member's branding on the Fox Sites; Fox will treat Members in a non-discriminatory manner with regard to current season content and windows made available on the Fox Sites as compared to other MVPDs; See Attachment B to Exhibit C for more detail on the authentication process and requirements
- Member Websites/Apps ("hosting" content): Yes for the FNN Services
  - Obligation to Authenticate: No
  - Linear Feed Rights: Yes, Members must use Fox's feed of the FNN Services for distribution on a Member Site; content is subject to Fox's programming restrictions, which may require blackouts of certain content; MFN on TVE content/rights offered to other distributors
  - VOD Rights: No, MFN on TVE content/rights offered to other distributors
  - Website/App Branding: Must be owned, branded and operated (including via the use of applicable vendors)
  - Reporting Requirements/Usage Date: No requirements
  - Device/Stream restrictions: Limited to 3 simultaneous streaming sessions
  - DRM Requirements: Approved DRM is listed in Section 5(i)(ii) of Exhibit C
  - Measurement/Nielsen: Members with 50,000 video subscribers must integrate Nielsen's SDK under the following conditions: (a) 3 of the 8 largest MVPDs have commercially deployed Nielsen measurement (which has happened); (b) At least the lesser of 15% or

50,000 of the Member's Subscribers are using FNN content via the Member Sites in a month; (c) Fox may request that the Member integrate with Nielsen with at least 6 months' notice but not prior to 1/1/20. The obligation is subject to Nielsen's cooperation.

  - DAI: No requirement
  - Member Advertising Avails: None, Fox keeps all ad inventory and revenue
  - Content Branding Requirements: Must provide a FNN-branded environment, including logos, if a network-branded environment is provided to others; Must be cross-listed in all other applicable categories (if the member is cross-listing for others); must treat FNN in a non-discriminatory manner
  - Other: Members must authenticate to the Fox Sites to authenticate content on Member Sites; Fox must discuss in good faith granting rights for out-of-home streaming for the FCN Services, as long as Members have out-of-home streaming rights from at least 2 other major programming groups (NBCU, Viacom/CBS, Disney and WarnerMedia)
- Requirements/Conditions on Authentication
  - General Requirements: TVE Content may only be distributed to Service Subscribers. Members may not charge Service Subscribers to receive the TVE Content. TVE Content may only be viewable in the Territory
  - Notice Requirement: Must give Network notice before authenticating to Fox Sites; Must give Network 60 days' prior notice to distribute the FNN services on a Member Site
  - Authentication Provider/Third-Party Vendor: Synacor, WTVE, Vubiquity and IBM Cloud Video, as well as any other providers the parties integrate with
  - Permitted Devices: Permitted Devices are listed in Section 1(a) of Exhibit C of the Agreement
  - Other Requirements/Conditions: None

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Exhibit E of the agreement. This summary does NOT incorporate all of the terms and conditions related to In-Home Streaming.

Rights (but no obligation) to distribute the Services and VOD Content via In-Home Streaming are granted. Additional terms regarding In-Home Streaming are as follows:

  - Must be distributed to Subscribers on a free basis
  - May only be delivered on a streaming basis (with a live connection between the device and the server (e.g., no off-line viewing, downloading, storage or copying is permitted, except for a temporary cache or buffer)).
  - The content must be protected with DRM.
  - A Member must be delivering programming for in-home streaming from at least one other major media company (NBCU, Viacom, Disney, Turner) before launching Fox's Services.
  - Member to notify Fox prior to implementing
  - No Subscriber may access the Fox Services or the Fox VOD Content on more than 5 devices at any given time (or on more than 5 simultaneous streams) via In-Home Streaming.
  - In-Home Streaming rights are subject to programming restrictions, which Fox must apply on a non-discriminatory basis.
  - Members with 50,000 video subscribers must integrate Nielsen's SDK under the following conditions:

    - 3 of the 8 largest MVPDs have commercially deployed Nielsen measurement (which has happened)
    - At least the lesser of 15% or 50,000 of the Member's Subscribers are using In-Home streaming in a month
    - Fox may request that the Member integrate with Nielsen with at least 6 months' notice but not prior to 1/1/20
    - The obligation is subject to Nielsen's cooperation
  - Members shall permit usage of VOD Content via In-Home Streaming to be measured by Comscore (or another mutually agreed upon third party).
  - Members must share non-personally-identifiable usage data with Fox that they collect regarding In-Home Streaming consistent with what Members are providing to others.

START-OVER

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over is addressed in Section 5(g) of the agreement. Look Back rights are not granted in this agreement. This summary does NOT incorporate all of the terms and conditions related to Start Over.

Rights to Start Over are granted, but not rights granted for Look Back. Additional terms regarding Start Over are as follows:

- Member must be able to receive instructions via XML feed, in-band data (or other mutually agreed upon method).
- Members may deliver multiple streams of a program from a single copy for purposes of Start Over.
- A Member enabling Start-Over must provide Fox with 30 days' prior notice.
- Fox will implement an industry-standard process to identify the programs for which Start Over is available, the start time and the duration of the programs.
- Fast-forwarding and ad-skipping are not permitted.
- Start Over may only be available for a period of time that does not exceed 2½ times the duration of the program.
- Content must be protected using the content protection measures outlined in the agreement.
- Upon Fox's request, a Member must provide Fox with the same types of usage reports for Start Over that it provides to other similar network groups (if any).
- Members must comply with Fox's requests (which may be communicated via XML file or in-band data) to disable Start Over functionality for any program upon 48 hours' notice.

CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR is addressed in Section 2(k)(iii) of the agreement. This summary does NOT incorporate all of the terms and conditions related to cloud DVR/remote storage.

If a Member deploys Cloud DVR as described below, Fox will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing Cloud DVR in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer Cloud DVR in that less restrictive manner.

- The Cloud DVR must provide customers with recording functionality that is initiated by the customer prior to or during (if during the recording, from the point in the program that the recording was initiated) the linear telecast of the program on the Service.
- Recordings may be scheduled on an episode, show or series basis (no recording of all programs within a Service or all programs during a block of time).
- Recordings must be made upon the specific request of a customer and be initiated, managed and controlled by such customer where the customer selects which portions of the Service to record.
- The Cloud DVR must be provided by, or on behalf of, a Member.
- The Cloud DVR must distribute recorded content only to the customer that recorded the content.
- A customer may only view the recorded content through a set-top box in the customer's home or via Transfer Technology described below.
- All recordings of content from the Services must be DRM-protected.
- The Cloud DVR must make unique, individual copies of recorded programs for each customer and only that copy may be used to allow viewing of recorded content from the Services.
- Members are not permitted to enable functionality on the Cloud DVR that (1) allows a customer to automatically skip through advertising segments (other than normal subscriber-initiated fast-forwarding and time skip of 30 seconds or less, in each case, that allows viewers to see the advertising while fast-forwarding and that works the same in the programming and advertising), (2) automatically record blocks of programs (other than subscriber-initiated recording that operates on an episode, show or series basis), (3) replaces ads in any service, or (4) auto-plays or recommends programming that is immediately accessible for viewing (other than non-paid recommendations that are not specifically branded).
- Cloud DVR must have a maximum recording and storage capacity for each customer account of 500 hours across all video programming services.
- If a Member provides dynamic ad insertion for programming recorded via the Cloud DVR for other ad-supported networks, the Member must negotiate in good faith with Fox to similarly provide dynamic ad insertion for Fox programming.
- Members are not permitted to provide Cloud DVR to Commercial Subscribers.
- Members may be required to withdraw certain Fox programs from Cloud DVR upon notice from Fox that, as a result of programming restrictions in Fox's rights agreements or other material legal or business concern, Fox will not permit such program to be part of Cloud DVR. This must be applied by Fox to Members in a non-discriminatory manner.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming is addressed in Section 2(k)(ii) of the agreement. This summary does NOT incorporate all of the terms and conditions related to STB Streaming.

If a Member deploys STB Streaming as described below, Fox will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing STB Streaming in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer STB Streaming in that less restrictive manner.

- STB Streaming must be limited to a single stream of the live-linear distribution of a service from a set-top box to a single device in the Territory (outside of a subscriber's home).
- The device must be authenticated via the customer's log-in credentials
- STB Streaming must be DRM-protected in a manner designed to prevent the copy from being further recorded, copied or transferred.
- Members with at least 50,000 video subscribers must integrate Nielsen's SDK under the following conditions:
  - 3 of the 8 largest MVPDs have commercially deployed Nielsen measurement (which has happened)
  - At least the lesser of 15% or 50,000 of the Member's Subscribers are using STB Streaming in a month (the Member must notify Fox when this threshold is met)
  - Fox may request that the Member integrate with Nielsen with no less than 6 months' notice and not before 1/1/20
  - The obligation is subject to Nielsen's cooperation
- Members are not permitted to provide STB Streaming to Commercial Subscribers.
- Members may be required to withdraw certain Fox programs from STB Streaming upon notice from Fox that, as a result of programming restrictions in Fox's rights agreements or other material legal or business concern, Fox will not permit such program to be part of STB Streaming. This must be applied by Fox to Members in a non-discriminatory manner.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology is addressed in Section 2(k)(i) of the agreement. This summary does NOT incorporate all of the terms and conditions related to Transfer Technology.

If a Member deploys Transfer Technology as described below, Fox will not take action against that Member. In addition, if 3 of the 6 largest MVPDs are providing Transfer Technology in a less restrictive manner than required in this agreement (and there is not a pending dispute), then Members may offer Transfer Technology in that less restrictive manner.

- Each transfer of Fox content must be initiated and controlled by the Subscriber.
- Each transfer must be limited to one copy of a program made on a single device that has been authenticated via the customer's login credentials.
- Each transfer must be DRM-protected in a manner designed to prevent the copy from being further recorded, copied or transferred.
- The transferred content may be viewable on the device only and not on any other device (except the DVR or cloud DVR) until the content is deleted from the device.
- At a given time, the number of devices must be limited to 5 and the customer may have no more than 10 transferred Fox programs
- The content must be deleted from or unplayable on a device no later than 30 days after the initial transfer.
- Members are not permitted to provide Transfer Technology to Commercial Subscribers.
- Members may be required to withdraw certain Fox programs from Transfer Technology upon notice from Fox that, as a result of programming restrictions in Fox's rights agreements or other

material legal or business concern, Fox will not permit such program to be part of Transfer Technology. This must be applied by Fox to Members in a non-discriminatory manner.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT rights are not granted.

Reference 8/21/2020

Trinity Broadcasting Networks

Network Descriptions

- **TBN** consists of faith-based programming featuring movies, church services, talk shows, and teaching programs
- **The Hillsong Channel** consists of programming targeting the 45 and older baby boomer generation with faith-based programs, and church services
- **Positiv TV** consists of movies for faith-based and general audiences targeting the 32 and older demographic
- **Smile (formerly Smile of a Child)** consists of faith-based children's programming targeting the 2 – 13 age group with cartoons, puppet shows, teaching programs, and educational programs
- **Enlace** consists of multi-denominational faith-based Spanish-language programming featuring movies, talk shows, teaching programs, and church services

Contract Term

July 31, 2020 through December 31, 2025

Participation Provision

- All Member in good standing are approved for participation
- Members may switch over from an existing direct Affiliation Agreement to the NCTC Agreement at any time

Technical Information

Technical Information is now located on the NCTC website (www.nctconline.org) under Programmer/Satellite Chart.

How To Participate

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

Rates: Free through the Term for all networks

Distribution/Packaging:

- May be distributed on any level(s) or package(s) of service, or in any combination
- May be deleted with 30 days' prior written notice
- No limitations in migration to a less penetrated level of service
- Must be distributed full-time

Other Contract Provisions:

- **Distribution Protocols/Platforms:** CATV, MMDS, SMATV, IPTV and fixed wireless
- **Delivery:** Delivered of SD and HD feeds via Galaxy 14, Transponder 1
- **Down-Conversion:** Permitted
- **HD-Only:** Right, but no obligation to offer HD feed; HD-only distribution is permitted
- **Satellite/Technical Change Protection:** Yes
- **Gratis/Bad Debt**: N/A since it is a free service
- **Bulk:** N/A since it is a free service
- **Ad Avails**: Only Positiv TV is ad-supported; 2 minutes per hour on Positiv TV
- **MFN:** Yes

Advanced Rights

- Rights granted for the following (with no obligation) (see following pages for more detail).
  - TVE/Out-of-Home Streaming
  - In-Home Streaming
  - Start Over/Look Back
  - Remote Storage or Network/Cloud DVR
  - STB Streaming (sling technology or remote access)
  - Transfer Technology
  - Over-the-Top (OTT)
  - No requirement to deliver to a set-top box (see Section 3.1)

- Network does not offer VOD content; MFN if Network offers VOD content in the future

- In addition, broad MFN in Section 15.1 on advanced technology rights granted to other distributors.

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD is addressed in Section 3.2 of the agreement.

Network does not offer VOD content. If Network offers VOD content in the future, members may distribute the VOD content on the same terms and conditions as applicable to other distributors.

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE/Out-of-Home Streaming is addressed in Section 3.3 of the agreement.

Rights to distribute TVE/Out-of-Home Streaming content are granted (no obligation). Additional terms regarding TVE distribution are as follows:

- Network Websites/Apps: Yes, Network has content on its apps/websites, but authentication is not required to access the content
  - Obligation to Authenticate: No obligation
  - Linear Feed Rights: Yes
  - VOD Rights: Yes
  - Websites and apps as of the execution date: www.tbn.org
  - Reporting Requirements/Usage Data: None
  - Member Advertising Avails: No advertising on the Services
  - Other: None
- Member Websites/Apps ("hosting" content): Yes
  - Obligation to Authenticate: No
  - Linear Feed Rights: Yes; members are not required to distribute a rights-cleared feed
  - VOD Rights: Yes
  - Website/App Branding: No requirement
  - Reporting Requirements/Usage Data: None
  - Device/Stream Restrictions: None
  - DRM Requirements: None, but contract has a general industry-standard security requirement
  - Measurement/Nielsen: No requirement
  - DAI: No requirement
  - Member Advertising Avails: No advertising on the Services
  - Content Branding Requirements: No requirement
  - Other: None
- Requirements/Conditions on Authentication:
  - General Requirements: None
  - Notice Requirement: No requirement
  - Authentication Provider/Third-Party Vendor: No vendors specified
  - Permitted Devices: No list of devices
  - Other Requirements/Conditions: None

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Section 3.1 of the agreement.

Rights (but no obligation) to distribute the Service via In-Home Streaming are granted.

START-OVER/LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during the 72-hour period after the end of the program.

Start Over and Look Back are addressed in Section 5.11 of the agreement. This summary does NOT incorporate all of the terms and conditions related to Start Over and Look Back.

Rights to Start Over and Look Back are granted (but no obligation). Additional terms regarding Start Over and Look Back are as follows:

- Rights are granted to permit distribution of any Service programming on a Start Over and/or Look Back basis
- Includes the ability to deliver multiple streams of programming to subscribers from a single copy
- Network must notify Participating Members of content for which it has the Start Over and/or Look Back rights

- Fast-forwarding and ad-skipping are not permitted
- Programs must be deleted within a reasonable amount of time

NETWORK CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR rights are granted in Section 5.10 of the Agreement, including the ability to deliver multiple streams of programming to subscribers from a single copy. Network must enforce its rights consistently against members as compared to other distributors. In addition, broad MFN in Section 15.1 on advanced technology rights granted to other distributors.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming rights are granted in Section 5.10 of the Agreement, including the ability to deliver multiple streams of programming to subscribers from a single copy. Network must enforce its rights consistently against members as compared to other distributors. In addition, broad MFN in Section 15.1 on advanced technology rights granted to other distributors.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology rights are granted in Section 5.10 of the Agreement, including the ability to deliver multiple streams of programming to subscribers from a single copy. Network must enforce its rights consistently against members as compared to other distributors. In addition, broad MFN in Section 15.1 on advanced technology rights granted to other distributors.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT rights are granted (no obligation) in Section 3.4 of the Agreement.

- The same terms govern OTT distribution as set forth for traditional distribution
- If the Service is offered on an OTT basis, it must be offered in a package or with a bundle of services

NFL Network and RedZone

SD, HD, VOD and TVE

Description (provided by the Network)

NFL Network – is a twenty-four (24) hour per day, seven (7) day per week, high definition satellite delivered, advertiser-supported linear programming service generally consisting of a combination of (i) live shows, entertainment and NFL library programming, shoulder programming and special events designed to deliver insights and inside information about the NFL directly from NFL teams' headquarters, league offices and anywhere else the NFL is making news, and (ii) to the extent Network obtains the rights and elects to include on the network (A) live regular season or post-season NFL games, (B) coverage of certain non-NFL football and (C) any other non-NFL sports programming (i.e., multi-sport programming), all presented on a 24 hours per day, 7 days per week schedule.

RedZone (terms related to RedZone *are* on page 9) – is a live, linear, high definition satellite delivered, hosted television show on Sunday afternoons during the NFL regular season that includes live look-ins, in-progress highlights and analysis of NFL regular season games.

NCTC and NFL Network entered into a renewal agreement effective as of August 1, 2020 (the "2020 NFLN Agreement").

The substantive changes from the prior agreement are as follows:

- The term of the agreement is for 2 years - through July 31, 2022
- Rate for NFL Network stays flat through July 31, 2021; rate for RedZone increases but is subject to certain MFN protection
- Carriage remains status quo – there are no additional distribution obligations
- Both the 20% penetration obligation for NFL Network (on a member basis) and the parity obligation for certain networks (Tennis Channel, MLB TV, etc.) have been eliminated, HOWEVER, members do not have a right to delete or migrate current carriage of NFL Network or RedZone
- The distribution "cap" for NFL RedZone has been increased from 15% to 25%
- Members granted MFN rebate protection on loss of programming for RedZone (NFL Network protection for loss of games remains same – reduction on pro rata basis)
- The obligation to insert a specified number of cross channel NFL Network promotion spots has been eliminated
- Members have been granted start over rights for NFL Network (there is no start over for RedZone) and out of home streaming/hosting rights (TVE) subject to certain conditions

Contract Term

August 1, 2020 through July 31, 2022

Participation Provision

Members participating in the NCTC – NFL Network Agreement dated January 25, 2014 ("**2014 NFLN Agreement**") and any other Member may opt in to the 2020 NFLN Agreement, including Members switching over from existing direct affiliation agreements to this Agreement.

Technical Information

Technical Information is now located on the NCTC website (www.nctconline.org) under Programmer/Satellite Chart.

How To Participate

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

DEFINITIONS

"Digital Basic" means the most highly penetrated level of linear digital video programming services on a System that is distributed to Affiliate Subscribers who receive digital cable television video programming services from a Participating Member through a digital set-top-box, cable card or otherwise and includes multiple genres of programming services, excluding any Digital Gateway (as defined below) and any digitized version of "basic," "expanded basic" or "lifeline" (as those terms are commonly understood in the industry).

"**Digital Gateway**" means digital television programming solely consisting of interactive programming guide, non-video music channels, video on demand, pay-per-view, premium channels (e.g., HBO, Showtime), e-commerce services and/or interactive services.

"Excluded System" means: (i) any System with bandwidth of 552 MHz or less; (ii) any analog-only System (i.e., a System with no digital video programming); (iii) any System receiving digital programming services only from Headend in the Sky (HITS) if the Service is not available on HITS; or (iv) any System for a prison for which the Participating Member does not control the programming decisions. For clarity, Participating Members are not precluded from launching the Service on Excluded Systems.

"Force Majeure" means no party shall have any liability to the other parties or any other person or entity with respect to any failure of Network, NCTC or Participating Member, as the case may be, to perform its obligations hereunder if such failure is due to (a) fire, earthquake, flood, riot, government intervention, legal enactment, government regulation or any material change in applicable law; (b) any act of war, act of terror or act of God; or (c) any other cause beyond the reasonable control (other than labor dispute, strike or lockout) of Network, NCTC or Participating Member as the case may be.

"**Season**" means the twelve-month period from August 1 to the following July 31.

NFL NETWORK DISTRIBUTION OBLIGATIONS

(terms related to RedZone are at end of Summary)

Carriage Requirements:

Members that participated in the 2014 NFLN Agreement or under a direct pre-existing agreement with NFL Network:

- NFL Network must be distributed on the more widely distributed level of service of the following: (i) the level on which NFL Network was carried immediately prior to electing to participate in the 2020 NFLN Agreement; or (ii) Digital Basic.

Members not participating in the 2014 NFLN Agreement and not under a direct pre-existing agreement with NFL Network:

- NFL Network must be distributed on Digital Basic or higher penetrated level of service. If a system does not have Digital Basic, then NFL Network may be distributed on the most widely distributed multi-genre digital level or on a "Sports & Information" tier but not on a sports-only tier.

All Members:

- NFL Network must be carried in all systems, other than Excluded Systems.
- NFL Network may not be negatively migrated or deleted throughout the Term.
- In the aggregate (i.e., all Members in total), Members must distribute NFL Network to no less than 40% of all Subscribers.
- No a la carte carriage allowed.

NFL NETWORK RATES

Month/Year	Monthly License Fee per Service Subscriber (inclusive of volume discount listed below)
8/1/20 - 7/31/21	$0.89
8/1/21 - 7/31/22	$0.91

Volume Discount

(Volume Discount not applicable at this time)

Month / Year	If the total number of Participating Members Service Subscribers in the aggregate are:	Then the monthly NFLN License Fee per Service Subscriber shall be reduced by:
8/1/2020 – 7/31/2021	≥ 2,800,000 but < 3,000,000	$0.03
	≥ 3,000,000	$0.05
8/1/2021 – 7/31/2022	≥ 2,600,000 but < 2,800,000	$0.03
	≥ 2,800,000	$0.05

HD Distribution and HD Tier Rate

NFL Network is delivered in a high definition (HD) format via satellite. If necessary to comply with distribution obligations, Members shall down-convert the service to standard definition (SD) format. A subscriber receiving both the SD feed and the HD feed of NFL Network shall constitute one service subscriber, subject to the HD tier fee set forth below.

If a Member distributes an HD tier of services with a separate charge to the subscriber specifically for such HD tier (other than a customary equipment charge) and includes NFL Network HD in such HD tier, then Member shall pay a per subscriber HD tier fee in addition to the rate above. Members already paying an HD tier fee shall continue to pay the same rate through the Term. Members wanting to launch a new HD tier with NFL Network for a separate charge shall negotiate an HD tier fee with NFL Network.

Surcharge

If NFL Network has the right to distribute more than eight (8) exclusive (i.e., not simulcast) NFL live games, NFL Network may surcharge the Members for such live games ("Surcharge Games"), provided NFL Network implements the same surcharge rate and terms with Members that it implements for other distributors with the same or a lesser number of NFL Network subscribers. Each Member has the right to accept or reject NFL Networks' surcharge offer. If Member rejects the surcharge offer, then such Member must distribute substitute NFL Network programming. Members that accept the surcharge only pay for the Surcharge Games if such games are exhibited on the Service.

Loss of Live NFL Games

- In the event NFL Network delivers fewer than seven (7) exclusive, live NFL football games during a season due to any reason other than Force Majeure (or fewer than six (6) games due to Force Majeure), then NFL Network will provide a License Fee rebate on a pro rata basis calculated as set forth in Exhibit C, Section 2.

- In the event NFL Network ceases to deliver any games during a Season, then the Adjusted Rate Card set forth on Exhibit C, Section 1 shall replace the NFL Network rate card above (see Section 20).

Network Outages

If Network is unable to transmit the NFL Network or RedZone to up-linking facilities for distribution via Member's system(s) for any reason other than Member's non-performance of an obligation under the 2020 NFLN Agreement (an "Outage"), then, Member is entitled to a pro-rated deduction of license fees payable to Network for the period of time that such Outage occurs, provided, however, that Member does not collect fees from NFL Network subscribers and RedZone subscribers, as applicable, for the period of the Outage.

FREE PREVIEW OPPORTUNITY

Members may provide, on an annual basis, a free month preview of NFL Network to any subscribers in a service system that are not "Service" subscribers. Members may include a "crawl" over the NFL Network feed for a call to action for subscribers to buy the service or tier that NFL Network is distributed in a system.

OTHER CONTRACT PROVISIONS

- **Bulk:** EBU standard formula with no minimum
- **Gratis/Bad Debt:** Yes, capped at 2%.
- **Migration and Deletion of Service:** NFL Network may not be negatively migrated or deleted
- **Ad Avails:** two (2) minutes per hour; one (1) incremental minute per hour during Live Games (pursuant to 2020 NFL Network Agreement, Exhibit D NFL Advertising Policies)
- **MFN:** Yes, with respect to any surcharge for additional NFL live games and rates related to RedZone
- **Satellite/Technical Change Protection:** Yes
- **Acquired Systems**: any acquired system may be included under the Agreement
- **Distribution Protocols/Platforms:** CATV, MMDS, SMATV and IPTV
- **Security**: The signal of the Service must be protected using customary industry security practices

ADVANCED RIGHTS

- Rights granted for the following (see following pages for more detail):
  - VOD
  - TVE/Out of Home Streaming
  - In-Home Streaming
  - Start Over
  - No requirement to deliver to a set-top box (see Section 3)

VOD TERMS

Video on demand (VOD) is the distribution of programming from the Service provided by Network and distributed via an on-demand basis to service subscribers.

VOD is addressed in Section 3(c) and Exhibit A of the 2020 NFLN Agreement. This summary does NOT incorporate all the terms related to VOD.

Rights to distribute VOD content are granted (obligation to the extent system has VOD capability and the content is delivered by Network via a standard VOD aggregator utilized by Member). Additional terms regarding VOD distribution are as follows:

- **CONTENT**:
  - Network will provide minimum six (6) hours per month of VOD content
  - VOD content is refreshed on regular basis as determined by Network
- **RIGHTS**:
  - Members, at no additional charge, shall have the right (and obligation only to the extent system has VOD capability and the content is delivered by Network via a standard VOD aggregator utilized by Member) to distribute VOD content to NFL Network subscribers.
  - VOD content shall only be made available to NFL Network subscribers.
  - In the event Members charge subscribers a VOD fee (other than for equipment) for the VOD content, then such Members must pay to Network a pro rata fee based on the number of programming service in such VOD content offering.
- **OTHER TERMS**:
  - VOD is currently delivered via a third-party transporter (currently Vubiquity); in the event Network alters the delivery method, Network and Member must agree on new delivery method or Member may discontinue distribution of VOD content.
  - Member must provide Network with monthly usage data, provided such usage data shall not include any personally identifiable information of subscribers.
  - If a Member elects to charge a separate fee to subscribers for a VOD package that includes NFL Network (other than equipment charges, technology fees, regulatory fees, minimum service level access fees, taxes or other similar charges), then the Member will pay a pro-rata fee to NFL for the VOD Content (the "VOD Revenue Share") (e.g., VOD Revenue Share example is a fee charged for access to the VOD content associated with all programming services made available on Digital Basic). Please be aware that a VOD Revenue Share type of fee is not typical, and most programming services do not allow members to charge a fee for VOD content. If you are thinking of offering a VOD package for a separate fee and you include NFL VOD Content, then you will need to pay the VOD Revenue Share and you must notify your NCTC Account Manger via e-mail prior to offering this package. NFL will need to approve the offering and provide the pro-rata fee information.

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") exhibition means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a service subscriber through their video subscription.

TVE is addressed in Section 3(d) and Exhibit G of the 2020 NFLN Agreement. This summary does NOT incorporate all of the terms related to TVE.

Rights to distribute TVE content/Out-of-Home Streaming are granted (qualified obligation as set forth below). Additional terms regarding TVE distribution are as follows:

- Network Websites/Apps: Yes, right to authenticate subscribers to Network websites and apps
    - Obligation to Authenticate: Yes, if Member authenticates subscribers to the websites and apps of other programming services and NFL Network continues to make available TVE content through technology vendors utilized by Member
    - Linear Feed Rights: Yes
    - VOD Rights: Yes
    - Websites and apps as of the execution date: NFL.com
    - Reporting Requirements/Usage Data: Yes, to the extent Member provides reporting to any other networks
    - Member Advertising Avails: None
    - Other: None

- Member Websites/Apps ("hosting" content): Yes, right to host content

    - Obligation to Authenticate: Only to the extent Member authenticates subscribers for other programming services on Member's websites and apps, then Member shall treat NFL Network on a non-discriminatory basis
    - Linear Feed Rights: Yes, Members are not required to deliver a rights-cleared feed
    - VOD Rights: Yes
    - Website/App Branding: No requirements, may be Member branded
    - Reporting Requirements/Usage Data: Yes, to the extent Member provides reporting to any other networks
    - Device/Stream Restrictions: five (5) or greater number of streams that Network allows any other MVPD
    - DRM Requirements: None, but contract includes a general industry-standard security requirement
    - Measurement/Nielsen: No requirements
    - DAI: No requirements
    - Member Advertising Avails: None
    - Content Branding Requirements: No requirements
    - Other: None

- Requirements/Conditions on Authentication:

    - General Requirements: TVE content may only be distributed to residential NFL Network and Redzone subscribers. Members may not charge such subscribers to receive the TVE content. TVE content may only be distributed in the United States and its territories
    - Notice Requirement: No requirement
    - Authentication Provider/Third-Party Vendor: Synacor, WTVE, IBM Cloud Video and MobiTV
    - Permitted Devices: list of Permitted Devices set forth on Exhibit G of the 2020 NFLN Agreement
    - Other Requirements/Conditions: Network shall treat Members on a non-discriminatory basis as compared to other MVPDs with respect to technical specifications and capabilities
    - NFL Partner Games: if technically capable and under certain circumstances, Member will authenticate subscribers to Network websites and apps for live NFL games that are also distributed on other networks (e.g., NBC, ESPN, Fox and CBS), if such subscribers otherwise have access to such networks.

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear services by a Member to subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the subscriber's home.

In-Home Streaming of the Service is addressed in Section 3(a) of the 2020 NFLN Agreement.

Right (but not obligation) to distribute the Service via In-Home Streaming to electronics devices is granted.

START OVER

Start Over is the functionality whereby a subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Start Over rights are granted in Section 3(f) of the NFLN Agreement. This summary does NOT incorporate all of the terms and conditions related to Start Over.

Right to Start Over are granted (but no obligation). Additional terms regarding Start Over are as follows:

- Rights are granted to permit distribution of Service programming for which Network has necessary rights on a Start Over basis
- No prohibition for Members to deliver multiple streams of a program from a single copy
- Network will notify Members of content for which it does NOT have the Start Over rights
- Implementation of start over shall have no adverse impact on the audio and video elements of the programming
- Copies of programs for Start Over must be erased or deleted within a reasonable amount of time following conclusion of such program
- Members' technical processes shall be implemented in a non-discriminatory manner as compared to Start Over rights for other networks

NETWORK CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR rights, including delivering multiple streams of a program from a single copy, are not prohibited by the 2020 NFLN Agreement (Section 5(h)) to the extent permitted by existing law.

STB STREAMING (sling technology or remote access)

STB Streaming (or Place Shifting) refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming (Place Shifting) is not addressed but not prohibited by the 2020 NFLN Agreement.

TRANSFER TECHNOLOGY

Transfer technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home regardless of whether the device is connected to the Internet.

Transfer technology rights is not addressed but not prohibited by in the 2020 NFLN Agreement.

The RedZone service is included in the 2020 NFLN Agreement as Exhibit F.

***Description*:**

Provided by programmer – is a live, linear, high definition satellite delivered, hosted television show on Sunday afternoons during the NFL regular season that includes live look-ins, in-progress highlights and analysis of NFL regular season games.

***Term*:**

RedZone: August 1, 2020 through July 31, 2022

Carriage:

RedZone may only be offered in systems that carry NFL Network. RedZone may only be offered on either an a la carte basis **or** in a Qualifying Tier to **no more than 25%** of a Member's total basic subscribers. Members may change distribution of RedZone from a la carte to a qualifying tier (or vice versa) one time per year provided that Member notifies Network by July 1st of such year.

Rate:

Member pays a monthly per subscriber **fee every month** for distribution of RedZone in a **Qualifying Tier**. Member pays a per subscriber **fee one-time** in a Season for **a la carte** distribution of RedZone.

Residential Qualifying Tier Rate:

	8/1/20 to 7/31/21	**8/1/21 to 7/31/22**
	$1.15	$1.25

Residential A La Carte Rate: greater of the rate below or 50% of Retail Rate:

	2020/2021 Season	**2021/2022 Season**
	$39.00	$42.00

Commercial Qualifying Tier Rate:

	8/1/20 to 7/31/21	**8/1/21 to 7/31/22**
	$1.15	$1.25

Commercial A La Carte Rate: based on the Fire Occupancy Code and the greater of the rate below or 50% of the Retail Rate:

	2020/2021 Season	**2021/2022 Season**
1 - 50	$44.00	$45.00
51 - 100	$49.00	$50.00
101 - 200	$55.00	$56.00
201 - 500	$60.00	$61.00
501 and up	$65.00	$66.00

Qualifying Tier: a programming tier consisting of no less than five other year-round sports-focused channels covering major sporting events or other channels acceptable by NFL Network and that is **received by no more than 25%** of a Member's total basic subscribers, provided with respect to Members that did not distribute RedZone under the 2014 NFLN Agreement, a "Qualifying Tier" means a programming tier with at least five (5) other unique year-round, sports-focused linear programming services covering major sporting events and approved by Network (such approval not to be unreasonably withheld) and such tier is **received by no more than 25%** of a Member's total basic subscribers.

Commercial Qualifying Tier Rate: If a Member elects to distribute RedZone as part of a Qualifying Tier to commercial subscribers, then the RedZone subscriber fee is the then-current Season set forth above; provided, however, that if the price to purchase the Qualifying Tier by commercial subscribers is higher than the price to purchase the Qualifying Tier by residential subscribers, then the RedZone subscriber fee will be increased pro rata (based on the percentage by which the price to purchase the Qualifying Tier by commercial subscribers exceeds the price to purchase the Qualifying Tier by residential subscribers). If your company plans to charge a higher rate purchase price to commercial subscribers for a Qualifying Tier as set forth in the proceeding sentence, you must contact your NCTC Programming Account Manager in advance of such offering to provide more information, including both the residential Qualifying Tier rate and the commercial Qualifying Tier rate.

Rate MFN: The rates set forth in the charts above for Qualifying Tiers and Commercial A la Carte are the lowest RedZone subscriber rates offered to any other MVPD (excluding Comcast and the distributor(s) of the NFL's out of market games package, currently titled "Sunday Ticket") delivering the same or fewer number of NFL Network subscribers as those delivered by Members in the aggregate.

Distribution

- Members that distributed RedZone under the 2014 NFLN Agreement are obligated to continue to distribute RedZone throughout the term.
- RedZone is delivered in a HD format via satellite.
- RedZone may not be offered or given away as a free service to subscribers or used to drive subscriptions to other products or services.
- RedZone may only be distributed to residential and commercial subscribers who receive NFL Network.
- RedZone may only be distributed to a maximum of 25% of Member's total subscribers company wide.
- All marketing and promotions must be approved by Network.
- No Member RedZone ad avails

Advanced Rights

No additional charge or fee to Members for the advanced rights set forth below:

- VOD – see VOD terms above
- TVE/Out of Home Streaming – see TVE terms above
- In-Home Streaming – expressly included (Section 3(a) of the 2020 NFLN Agreement)
- No requirement to deliver to a set-top box (see Section 3 of the 2020 NFLN Agreement)
- There are no start over rights for RedZone

Reference 09/29/2020

C-SPAN
C-SPAN2
C-SPAN3

C-SPAN NETWORKS

Standard Definition *High Definition*

Description – Provided by Programmer

C-SPAN programming includes live coverage of the House of Representatives, National Press Club speeches, and congressional hearings, the Washington Journal (a daily morning viewer call-in program), America & the Courts (a program on the federal judiciary, American Perspectives & Booknotes.

C-SPAN2 programming includes live coverage of the US Senate, BOOK TV – 48 hours of book programming each weekend including children's books, history, biography, business of books and encore Booknotes.

C-SPAN3 is a 24-hour service offering more choice in public affairs television.

Contract Term

April 1, 2019 thru March 31, 2021

Any NCTC member which elects to become a Participating Member hereunder may not withdraw from this Master Agreement prior to its expiration without the prior written consent of NCTC and, if required by the terms of this Master Agreement, the applicable programmer, PROVIDED that an NCTC member that has divested one or more cable television systems (in a bona fide, arms-length transaction or series of related transactions) may withdraw that system from this Master Agreement with only the prior written consent of the applicable programmer (if such consent is required by the terms of this Master Agreement).

Technical Information

Technical Information is now located on the NCTC website (www.nctconline.org) under Programmer/Satellite Chart

Participation Provisions

Members with direct agreements may elect to switch over and participate under the Master Agreement at any time during the term of the Master Agreement. Members must not be on Account Hold with NCTC, must be current in payment to C-Span, and not in breach of any agreement with C-Span. In addition, receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or C-SPAN. A member's eligibility to participate is subject to approval by both NCTC and C-SPAN, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Members who do not pay by the 25th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on Account Hold and 1) will be unable to get into any new programming agreements, 2) will be unable to order hardware from the NCTC, 3) will have any launch incentives, rebates, credits etc. due Member held until Member becomes current and 4) may be subject to termination of their participation in this Agreement or their Membership in NCTC. Members who fail to meet their financial obligations to the NCTC may be excluded, at the NCTC's sole discretion, from this and all other master programs offered to members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the programmer and the NCTC.

Rates

Must pay on total basic subs MSO wide. Rates may be increased with three months advance notice from C-SPAN.

C-SPAN	C-SPAN HD
$.06030	Free
C-SPAN2	**C-SPAN2 HD**
Free	Free
C-SPAN3	**C-SPAN3 HD**
Free	Free

Rights

CATV, MMDS, SMATV, IPTV: Yes

Definitions

Nationally Distributed Programming Services – Any video programming service distributed by satellite on a nationwide basis that is received by at least fifty million (50,000,000) U.S. households (to be determined by Kagan TV Network Summary), provided however, that such a service that may also be generally described as a 'home shopping network' shall not be deemed a Nationally Distributed Programming Service for the purposes of this Agreement.

"Hybrid" System – A System that offers any amount of analog service and any amount of digital service.

Other Contract Provisions - Regardless of carriage, C-Span must be paid on all basic subs.

Systems must carry C-SPAN to be eligible to carry C-SPAN2 and systems must carry C-SPAN2 to be eligible to carry C-SPAN3.

Systems must carry C-SPAN HD to be eligible to carry C-SPAN2 HD and systems must carry C-SPAN2 HD to be eligible to carry C-SPAN3 HD. Systems must also carry the underlying SD service prior to launching the HD service; unless the system is an 'all HD' system, in which case the Participating Member will have the right to distribute services in the HD format without the SD format being distributed.

C-SPAN and C-SPAN2 may be distributed on basic, on any tier, or in any package providing that the tier or package consists of no less than five (5) Nationally Distributed Programming Services (not including home shopping services).

C-SPAN and C-SPAN2 must be carried in analog format unless a system is wholly digital, in which case C-SPAN and C-SPAN2 may be carried in digital format.

"Hybrid" Systems that do not already carry C-SPAN and C-SPAN2 in analog may launch C-SPAN and C-SPAN2 on a digital tier. If the system already carries C-SPAN and C-SPAN2 in analog, then the system can still launch them in digital format but only if it continues carriage of the analog version (i.e., a digital/analog simulcast).

"Hybrid" systems that have an analog "Broadcast Tier" (containing the local broadcast stations) and all of its national cable programmers on a digital tier, may carry C-SPAN in digital format only, and are not required to also carry the analog version.

"Hybrid" systems may migrate C-SPAN2 to a digital tier if the digital tier has at least 60% penetration to system's total subscribers.

Start Over and Look Back rights granted.

C-Span agrees, upon request, to negotiate in good faith for the grant of OTT rights.

C-SPAN3 is delivered as a digital signal and may be carried on any tier in either an analog or digital format.

Systems must carry all networks as full-time services. A la carte carriage is prohibited.

Ad Avails: No

Courtesy Account Provision: Yes, not to exceed .25% of company's total number of basic subs.

Bulk Rate: Standard E.B.U. Formula

Most Favored Nation Provision: Yes

Discovery Communications

Includes the following services:

Discovery Networks: Discovery Channel, TLC, Animal Planet, Investigation Discovery, OWN, Motor Trend and Discovery Life

Former Scripps Networks: HGTV, Food Network, Travel, DIY, Cooking Channel and Great American Country

Discovery Digital Networks: Discovery Family, Science Channel, American Heroes Channel, Destination America

Spanish Language Networks: Discovery en Español, Discovery Familia and Hogar

VOD and TV Everywhere

Contract Term
October 1, 2020 - October 31, 2024

Description
The ***Discovery Affiliation Agreement*** includes all of the above networks, including the Scripps Networks, and HD feeds, VOD, TVE, In-Home Streaming Rights, Start Over/Look Back and other rights.

Participation and Opt-In

- **"Current Participating Members" – Includes any member that, as of 9/30/2020, participated in the 2015 NCTC – Discovery deal and/or the 2014 NCTC – Scripps deal.**
  - All Current Participating Members in good standing are approved for participation under the new deal
  - All Members participating in the new deal must opt in for all networks, including the Scripps Networks, EXCEPT:
    - A member that only participates in the 2014 NCTC-Scripps deal may opt in to this agreement for only the former Scripps Networks; and
    - A member that only participates in the 2015 NCTC-Discovery deal may opt in to this agreement for only the Discovery Networks
  - All Current Participating Members must opt-in by December 2, 2020
    - A member that only participates in the 2015 NCTC-Discovery deal has until December 1, 2021 to opt in to this agreement for only the Discovery Networks
  - A Current Participating Member that does not opt in to this agreement may continue to distribute the Discovery Networks only under the 2015 NCTC-Discovery agreement through its expiration on December 31, 2021
- **"New Participating Members" – Includes any member that is not a Current Participating Member**
  - All New Participating Members in good standing and with less than 1 million subscribers are approved for participation under the new deal; for all others Discovery has approval rights
  - All Members participating in the new deal must opt in for all networks, including the former Scripps Networks

How To Participate in this NCTC Agreement

Log on to www.nctconline.org and click on Members > Tools > PPS. Select New Request, then Proceed to Standard.

Receipt of the NCTC Member Participation Agreement or submission of information via www.nctconline.org does not constitute acceptance by NCTC or Programmer. A member's eligibility to participate is subject to approval by both NCTC and Programmer, and NCTC reserves the right in its sole discretion to deny participation to any member.

Payment Procedure, Due Date and Penalty for Default

Payments are made monthly to NCTC. Invoices are mailed to Participating Members approximately the first of each month. Participating Members are required to pay the invoice amount and update subscriber counts as of the last day of the preceding month. Payment and updated subscriber counts should be returned to NCTC by the 15th of the month. Participating Members who pay by pre-authorized draft will be drafted on the 15th and need only return updated subscriber counts. Participating Members who do not pay by the 15th of the month will be assessed a late fee of 1.5% which will appear on the next month's invoice and are subject to having their account put on account hold, which means they will be: (1) unable to participate in any new programming agreements; (2) unable to order hardware from the NCTC; (3) unable to collect any launch incentives, rebates, credits etc. due (which will be held until the member becomes current; and (4) subject to termination of their participation in the agreement and/or their membership in NCTC. Members who fail to meet their financial obligations to NCTC may be excluded, at the NCTC's sole discretion, from this and all other programs offered to NCTC members. Programmers may refuse service including de-authorization of video descramblers. Re-entry into this agreement is at the option of the Programmer and NCTC.

PACKAGE DEFINITIONS

- **Basic:** A tier or level of service that is received by all subscribers.
- **Expanded Basic**: A tier or level of service that is the most widely penetrated tier or level excluding those Subscribers who receive only a Lifeline Tier or Basic.
- **Lifeline Tier**: A level of service that includes only one or more of the following: (i) broadcast signals (and associated multicast signals thereof), public affairs channels (including, without limitation, C-SPAN I, C-SPAN2 and C-SPAN3), program guides, public, educational or governmental channels, locally (but not nationally) distributed leased access channels, community bulletin board channels, non-video music channels, alpha-numeric channels (i.e. channels that include text and not video), current or former superstations (provided, however, that this shall include TBS and WGN only to the extent they are carried on such level of service as of October 1, 2020), foreign language channels, home shopping networks, religious networks, local access and local origination networks, classified channels, satellite and/or radar weather services, white area services, any of the Services, (ii) no more than two (2) other video programming services carried on such tier or level of service as of October 1, 2020, and (iii) any non-broadcast Spanish language channels carried on such level of service as of October 1, 2020.
- **Digital Basic:** A tier or level of service that is the most highly penetrated tier or level of Digital Cable Services, excluding those Subscribers who receive only Digital Lifeline and/or any digitized or "all digital" Lifeline Tier, Basic, Expanded Basic, economy tier or family tier. No System shall be required to move a Service to a tier or level of Digital Cable Services that is (i) a Hispanic Tier, or (ii) a genre tier consisting only of sports networks or movie networks.
- **Digital Tier**: A tier or level of service that includes Digital Cable Services, other than Digital Basic.
- **Digital Lifeline (aka Digital Gateway)**: The digital package where the only Digital Cable Services are those included in the Lifeline Tier definition, plus a digital program navigator, interactive services and/or access to video-on-demand, pay-per-view programming and premium services (e.g., HBO, Showtime).
- **HD-Enabled Subscribers**: A Subscriber that has the equipment necessary to receive and decrypt a high definition signal and that has been authorized by an HD System to receive one or more high definition signals in any tier or level of service.
- **HD-Only System**: Systems in which all Service Subscribers receiving the SD feed are able to receive the applicable HD feed
- **Hispanic Tier**: A package of linear programming services that includes any Spanish-language program service(s) (excluding any package of programming services in which the only Spanish-language program services are Galavision and/or a maximum of four (4) local Spanish-language broadcast stations).
- **Aggregate Penetration Level**: The aggregate number of Service Subscribers in all of a Participating Member's Service Systems divided by the aggregate number of Subscribers in all of such Participating Member's Affiliate Systems; provided, however, that with respect to OWN and DIY, excluding in the denominator of such calculation Smaller Systems, but including in the numerator Service Subscribers in Smaller Systems.
- **Smaller System**: A System that either (1) is not an All Digital System and has less than 750 MHz of activated (i.e., usable for transmission of video programming) bandwidth capacity, or (2) is an All Digital System and has less than 550 MHz of activated bandwidth capacity.

- **All Digital System**: A System that distributes the Lifeline Tier and all Cable Services that are part of Expanded Basic only in a digital format.
- **Subscriber**: Any location of record to which a System provides any Cable Service, including, without limitation, any and all single-family residences, Commercial Establishments, units of any bulk-billed location and/or all separately billed units, in each case, that is authorized to receive any level of Cable Service from a Service System. "Subscriber" specifically excludes any customer of a Service System that receives only (i) non-video service(s) from such Service System; (ii) a package or packages of non-video service(s) from a Service System; and/or (iii) video programming services that are delivered to customers via the Internet or any technology other than those permitted with respect to the distribution of the Services.
- **Prior Discovery Agreement**: The Affiliation Agreement dated as of January 1, 2015, by and between NCTC and Discovery, and the OWN Charter Affiliate Agreement dated as of December 30, 2010, amended by that certain Amendment to OWN Charter Affiliate Agreement made as of January 1, 2015, by and between NCTC and OWNLLC.
- **Prior Scripps Agreement**: The Cable Television Affiliation Agreement dated as of October 14, 2014, by and between NCTC and Scripps.

DISTRIBUTION OBLIGATIONS

- **See each service for required level of carriage**

- A system may distribute a Service in additional packages (except a la carte), as long as it is in compliance with the packaging requirements below

- No deletion or negative migration of existing carriage except for:
  - Discovery Life may be migrated from Basic or Expanded Basic to Digital Basic
  - If creating a Lifeline level of service each service may be migrated from Basic to either Expanded Basic or Digital Basic as follows:
    - Discovery, TLC, AP, HGTV, Food, Travel, ID, OWN and DIY to Expanded Basic
    - AHC, DA, Science, DFC, Life, MT, GAC and Cooking Channel to Expanded Basic or Digital Basic
    - DE, DF and Hogar to Expanded Basic or Hispanic Tier

- New build systems must launch Discovery, Food, TLC, HGTV, ID AP and TC within 60 days of the date the system is built and commercially launched

- HD Simulcasts**:**
  - HD feeds are available for all Services
  - No launch obligations for HD feeds, but members have the right to all HD feeds
  - HD feeds must be distributed to all HD-Enabled Subscribers that receive the SD feed of the Service
  - No fees for HD if the system does not charge customers for HD (other than reasonable and customary equipment and/or similar digital access charges that are uniformly assessed to all subscribers); Systems charging customers for HD must pay for the HD carriage (same rates as SD)
  - The HD feed may only be distributed in systems that receive the SD feed (except for Motor Trend)
  - HD-Only Systems may distribute the HD feed without the SD feed; rates below apply to the HD carriage

Discovery Channel (DSC)

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required except in new build systems
- Carriage must be on Basic or Expanded Basic
- Penetration of DSC subscribers to Basic subscribers in each Service System must be 80%, carving out a Lifeline Tier (as defined on page 3 of this summary).

Rates

	2020	2021	2022	2023	2024
Rate/Month*	$0.918	$1.000	$1.060	$1.124	$1.191

* Rate is calculated as a blended rate. The above rate is estimated based on current subscriber numbers and is subject to increase based on the number of Service Subscribers on an NCTC aggregate basis.

Penetration Penalties: Penetration Penalties apply if penetration to basic subscribers in a System (excluding a Lifeline Tier) falls below 90% - UNLESS the Participating Member on a company-wide basis has 90% penetration to basic subscribers (calculated in the aggregate across all of that member's systems):

Rate/Month	2020	2021	2022	2023	2024
≥ 85% and < 90%	$1.533	$1.670	$1.770	$1.877	$1.989
≥ 80% and < 85%	$1.909	$2.080	$2.205	$2.338	$2.477

TLC

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required except in new build systems
- Carriage must be on Basic or Expanded Basic
- Penetration of TLC subscribers to Basic subscribers in each Service System must be 80%, carving out a Lifeline Tier (as defined on page 3 of this summary).

Rates

	2020	2021	2022	2023	2024
Rate/Month*	$0.636	$0.693	$0.735	$0.779	$0.826

* Rate is calculated as a blended rate. The above rate is estimated based on current subscriber numbers and is subject to increase based on the number of Service Subscribers on an NCTC aggregate basis.

Penetration Penalties: Penetration Penalties apply if penetration to basic subscribers in a System (excluding a Lifeline Tier) falls below 90% - UNLESS the Participating Member on a company-wide basis has 90% penetration to basic subscribers (calculated in the aggregate across all of that member's systems):

If Penetration is:	2020	2021	2022	2023	2024
≥ 85% and < 90%	$1.062	$1.157	$1.227	$1.301	$1.379
≥ 80% and < 85%	$1.323	$1.441	$1.529	$1.620	$1.718

Food Network

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required except in new build systems
- Carriage must be on Basic or Expanded Basic (unless grandfathered as set forth below)
- Penetration of Food subscribers to Basic subscribers in each Service System must be 90%, carving out a Lifeline Tier (as defined on page 3 of this summary)
- Grandfathered Systems of Current Participating Members distributing Food other than Basic or Expanded Basic under the Prior Scripps Agreement may continue that carriage; if the system repositions any service (other than a Discovery-owned Service) from the tier to Basic or Expanded Basic, this grandfathering shall no longer apply

Rates

	2020	2021	2022	2023	2024
Rate/Month	$0.5050	$0.5380	$0.5730	$0.6100	$0.6500

Penetration Penalties: As long as NCTC-wide penetration of Food is at least 90%, excluding Lifeline, there will be no rate penalty for grandfathered systems distributing Food with less than 90% penetration

HGTV

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required except in new build systems
- Carriage must be on Basic or Expanded Basic (unless grandfathered as set forth below)
- Penetration of HGTV subscribers to Basic subscribers in each Service System must be 90%, carving out a Lifeline Tier (as defined on page 3 of this summary)
- Grandfathered Systems of Current Participating Members distributing HGTV other than Basic or Expanded Basic under the Prior Scripps Agreement may continue that carriage; if the system repositions any service (other than a Discovery-owned Service) from the tier to Basic or Expanded Basic, this grandfathering shall no longer apply

Rates

	2020	2021	2022	2023	2024
Rate/Month	$0.5050	$0.5380	$0.5730	$0.6100	$0.6500

Penetration Penalties: As long as NCTC-wide penetration of HGTV is at least 90%, excluding Lifeline, there will be no rate penalty for grandfathered systems distributing HGTV with less than 90% penetration

Animal Planet (AP)

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required except in new build systems
- Carriage must be on Basic or Expanded Basic
- Penetration of Animal Planet subscribers to Basic subscribers in each Service System must be 80%, carving out a Lifeline Tier (as defined on page 3 of this summary).

Rates

	2020	2021	2022	2023	2024
Rate/Month*	$0.380	$0.414	$0.439	$0.465	$0.493

* Rate is calculated as a blended rate. The above rate is estimated based on current subscriber numbers and is subject to increase based on the number of Service Subscribers on an NCTC aggregate basis.

Investigation Discovery (ID)

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required except in new build systems
- Carriage must be on Expanded Basic in systems that are $\geq$750 MHz and systems that are all-digital systems $\geq$550 MHz
- Other systems ("Smaller Systems") must distribute ID on Digital Basic (or, for certain carriage, on a tier) or a more highly penetrated level of service; if a system is no longer a Smaller System, it must move ID to Expanded Basic within 4 months

Rate

	2020	2021	2022	2023	2024
Rate/Month	$0.259	$0.282	$0.299	$0.317	$0.336

Travel Channel

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required except in new build systems
- Carriage must be on Basic or Expanded Basic (unless grandfathered as set forth below)
- Penetration of Travel subscribers to Basic subscribers in each Service System must be 90%, carving out a Lifeline Tier (as defined on page 3 of this summary)
- Grandfathered Systems of Current Participating Members distributing Travel other than Basic or Expanded Basic under the Prior Scripps Agreement may continue that carriage; if the system

repositions any service (other than a Discovery-owned Service) from the tier to Basic or Expanded Basic, this grandfathering shall no longer apply

Rates

	2020	2021	2022	2023	2024
Rate/Month	$0.1800	$0.190	$0.200	$0.210	$0.220

Cooking Channel

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required
- Carriage must be on Digital Basic or on a more highly penetrated level of service
- Grandfathered Systems of Current Participating Members distributing Cooking Channel on another carriage level under the Prior Scripps Agreement may continue that carriage; if the system begins offering Digital Basic, the system must move Cooking Channel to Digital Basic

Rates

	2020	2021	2022	2023	2024
Rate/Month	$0.2250	$0.2340	$0.2440	$0.2590	$0.2750

DIY (to be renamed Magnolia in 2021)

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required
- Carriage must be on Digital Basic or on a more highly penetrated level of service
- Grandfathered Systems of Current Participating Members distributing DIY on another carriage level under the Prior Scripps Agreement may continue that carriage; if the system begins offering Digital Basic, the system must move DIY to Digital Basic

Rates

	2020	2021	2022	2023	2024
Rate/Month	$0.2150	$0.2279	$0.2416	$0.2561	$0.2715

Incentive Rates

- If a member's Aggregate Penetration Level (excluding Lifeline Tier and Smaller Systems) of DIY is at least 80%, then for the member's systems that distribute DIY on Expanded Basic, the DIY rates will be reduced as follows (and the Discovery Life rates will be reduced to the Incentive Rates set forth in the Discovery Life Section below).

	2020	2021	2022	2023	2024
Incentive Rate/Month	$0.2150	$0.1550	$0.1600	$0.1700	$0.1800

Discovery Life

Distribution Obligations

- No deletion of existing distribution; may be migrated from Basic or Expanded Basic to Digital Basic; no new launches required
- Carriage must be on Digital Basic or on a more highly penetrated level of service
- Systems of Current Participating Members distributing Life on another carriage level under the Prior Discovery Agreement may continue that carriage; if the system begins offering Digital Basic, the system must move Life to Digital Basic

Rates

Rate/Month	2020	2021	2022	2023	2024
Basic or Expanded Basic	$0.170	$0.175	$0.164	$0.164	$0.164
All Other Distribution	$0.205	$0.215	$0.204	$0.204	$0.204

Incentive Rates

- If a member's Aggregate Penetration Level (excluding Lifeline Tier and Smaller Systems) of DIY is at least 80%, then for the member's systems that distribute DIY on Expanded Basic, the Discovery Life rates will be reduced to the Incentive Rates set forth below.

Incentive Rate/Month	2020	2021	2022	2023	2024
Basic or Expanded Basic	$0.170	$0.050	$0.050	$0.050	$0.050
All Other Distribution	$0.205	$0.108	$0.108	$0.108	$0.108

OWN

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required except as may be required by the following obligation
- Each member must distribute OWN to an Aggregate Penetration Level (excluding Lifeline and Smaller Systems) of at least 75%; Penetration is determined separately for each member by dividing the aggregate number of a Participating Member's OWN subscribers by the total number of subscribers in all of such Participating Member's systems, excluding Lifeline and Smaller Systems
- A member that does not comply with the Aggregate Penetration Level shall not be in breach if either:
  - The Aggregate Penetration Level (excluding Lifeline and Smaller Systems) is at least 70% and the member pays on 75%, OR
  - The member distributes OWN on Expanded Basic in each of its systems that are not Smaller Systems

Rates: All Systems pay the following rates.

	2020	2021	2022	2023	2024
Rate/Month	$0.320	$0.341	$0.361	$0.369	$0.384

American Heroes Channel (AHC)

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required
- Carriage must be on Digital Basic or a more highly penetrated tier
- Systems distributing on a Digital Tier under the Prior Discovery Agreement may continue to distribute on a Digital Tier if the service is received by at least 30% of *digital* subscribers (excluding Digital Lifeline (aka digital gateway) and digitized Lifeline Tier, Basic, Expanded Basic, economy tier or family tier)

Rates

- Any member with a penetration level of 60% or more to Basic Subscribers pays the Incentive Rate (calculated in the aggregate across all of that member's systems carrying the applicable service); all other members pay the Base Rate.
- Digital Tier carriage must pay on the greater of (a) 70% of *digital* subscribers (excluding Digital Lifeline (aka digital gateway) and/or any digitized Lifeline Tier, Basic, Expanded Basic, economy tier or family tier), or (b) actual Service Subscribers

Rate/Month	2020	2021	2022	2023	2024
Base Rate	$0.247	$0.262	$0.278	$0.295	$0.313
Incentive Rate	$0.222	$0.235	$0.249	$0.264	$0.280

Science Channel
Discovery Family Channel (DFC)

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required
- Carriage must be on Digital Basic or a more highly penetrated tier
- Systems distributing on a Digital Tier under the Prior Discovery Agreement may continue to distribute on a Digital Tier if the service is received by at least 30% of *digital* subscribers (excluding Digital Lifeline (aka digital gateway) and digitized Lifeline Tier, Basic, Expanded Basic, economy tier or family tier)

Rates (Rate for each Service)

- Any member with a penetration level of 70% or more to Basic Subscribers pays the Incentive Rate (calculated in the aggregate across all of that member's systems carrying the applicable service); all other members pay the Base Rate.
- Digital Tier carriage must pay on the greater of (a) 70% of *digital* subscribers (excluding Digital Lifeline (aka digital gateway) and/or any digitized Lifeline Tier, Basic, Expanded Basic, economy tier or family tier), or (b) actual Service Subscribers

Rate/Month	2020	2021	2022	2023	2024
Base Rate	$0.247	$0.262	$0.270	$0.278	$0.286
Incentive Rate	$0.222	$0.235	$0.242	$0.249	$0.256

Destination America (DA)

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required
- Carriage must be on Digital Basic or a more highly penetrated tier
- Systems distributing on a Digital Tier under the Prior Discovery Agreement may continue to distribute on a Digital Tier if the service is received by at least 30% of *digital* subscribers (excluding Digital Lifeline (aka digital gateway) and digitized Lifeline Tier, Basic, Expanded Basic, economy tier or family tier)

Rates

- Any member with a penetration level of 60% or more to Basic Subscribers pays the Incentive Rate (calculated in the aggregate across all of that member's systems carrying the applicable service); all other members pay the Base Rate.
- Digital Tier carriage must pay on the greater of (a) 70% of *digital* subscribers (excluding Digital Lifeline (aka digital gateway) and/or any digitized Lifeline Tier, Basic, Expanded Basic, economy tier or family tier), or (b) actual Service Subscribers

Rate/Month	2020	2021	2022	2023	2024
Base Rate	$0.247	$0.262	$0.270	$0.278	$0.286
Incentive Rate	$0.222	$0.235	$0.242	$0.249	$0.256

Great American Country (GAC)

Distribution Obligations

- No deletion or negative migration of existing distribution except as set forth below; no new launches required
- Carriage must be on Digital Basic or on a more highly penetrated level of service
- Systems of Current Participating Members distributing GAC on another carriage level under the Prior Scripps Agreement may continue that carriage; if the system begins offering Digital Basic, the system must move GAC to Digital Basic
- Systems that distribute GAC on Expanded Basic may replace GAC with DIY, as long as GAC continues to be distributed on Digital Basic (or a higher penetrated level of service)

Rates

	2020	2021	2022	2023	2024
Rate/Month	$0.0925	$0.0962	$0.1000	$0.1040	$0.1100

Motor Trend (MT)

Distribution Obligations

- No deletion or negative migration of existing distribution; no new launches required

- Systems distributing MT must continue to distribute on the same level of service as of the date of opt-in (or a higher penetrated level of service)
- New launches are optional and must be on Expanded Basic, but there is no requirement to distribute in standard definition

Rates

- Members that (1) paid no license fee for MT under the Prior Discovery Agreement, (2) distribute MT on Expanded Basic (which does not require distribution in standard definition), or (3) distribute MT to all HD-Enabled Subscribers that receive the HD feed of Discovery, pay no license fees for MT
- All others pay the rates below (rates do not increase during the Term):

Affiliate Systems where ID is distributed on Expanded Basic	$0.291
Any other Affiliate System that does not qualify for free carriage or the incentive rate immediately above	$0.877

Discovery en Español (DE)
Discovery Familia (DF)
Hogar

Distribution Obligations:

- No deletion or negative migration of existing distribution; no new launches required
- Carriage must be on the Hispanic Tier or on a more highly penetrated level of service

Rates:

➢ **Discovery en Español**

- Members with existing carriage as 9/30/2020 and members that launch after that date and roll out DE in *all* Hispanic Tiers in *all* of their systems with Hispanic Tiers:

	2020	2021	2022	2023	2024
Rate/Month	$0.460	$0.501	$0.531	$0.563	$0.597

- Members that launch after 9/30/2020 and do not roll out DE in all Hispanic Tiers in all of their systems with Hispanic Tiers will pay the rates below:

	2020	2021	2022	2023	2024
Rate/Month	$0.490	$0.531	$0.561	$0.593	$0.627

➢ **Discovery Familia:**

- Members with existing carriage as 9/30/2020 and members that launch after that date and roll out DF in *all* Hispanic Tiers in *all* of their systems with Hispanic Tiers:

	2020	2021	2022	2023	2024
Rate/Month	$0.234	$0.255	$0.270	$0.286	$0.303

- Members that launch after 9/30/2020 and do not roll out DF in all Hispanic Tiers in all of their systems with Hispanic Tiers will pay the rates below:

	2020	2021	2022	2023	2024
Rate/Month	$0.264	$0.285	$0.300	$0.316	$0.333

➢ **Hogar de HGTV:**

	2020	2021	2022	2023	2024
Rate/Month	$0.234	$0.240	$0.246	$0.252	$0.258

IMPORTANT CONTRACT PROVISIONS

Bulk Calculations:

- The number of subscribers for payment purposes for bulk-billed locations is calculated on an EBU basis
- For DSC, TLC, AP, ID, OWN, DA, Science, Life, DFC, MT, DE, DF and Hogar: EBUs are calculated by dividing the monthly rate charged to the MDU by the monthly rate generally being charged to individual subscriber for the same level of service
- For Food, HGTV, Travel, DIY, Cooking Channel and GAC: EBUs are calculated as the greatest of: (a) 1, (b) 20% of the total number of individual units, or (c) the number calculated by dividing the monthly rate charged to the MDU by the monthly retail rates charged to non-bulk residential subscribers for the same level of service; clause (b) is not applicable to hotels, motels, nursing homes, prisons and/or college campus housing
- Bulk calculations shall not apply to detached residences and any residence or unit that receives an individual bill from a member

Release of Certain Claims:

- Discovery has waived all past claims that a member was not in compliance with the Digital Basic definition in the Prior Discovery Agreement if the member is in compliance with the new Digital Basic definition in this Agreement
- Discovery has waived all past claims that a member was not in compliance with the OWN distribution requirement in the Prior Discovery Agreement if the member is in compliance with the new OWN distribution requirement in this Agreement
- Discovery has waived other past claims related to OWN and MT that apply to only certain members; contact NCTC if you have questions

Marketing Support – Scripps will provide marketing support in the amount of $350,000 each year beginning in 2021 to be administered by NCTC; details will be provided separately as to how the support will be spent

Other:

- **Distribution Protocols/Platforms**: CATV, SMATV, MMDS, DSL, IPTV and Telco.
- **Delivery**: Discovery delivers an SD and HD feed of DSC, TLC, AP and OWN; Discovery only delivers an HD feed for all other Services
- **Down-conversion**: Permitted; for the Services that are only delivered in an HD format, the system must down-convert to SD unless the system is an HD-Only System
- **HD-Only**: Permitted
- **Satellite/Technical Change Protections**: Yes
- **A la carte**: Not permitted

- **Gratis/Bad Debt**: Yes for Gratis and Bad Debt, cap of 0.5% on bad debt and free accounts other than employees, governmental offices and schools (free accounts for employees, governmental offices and schools are uncapped)
- **Credits**: With respect to Food, HGTV, Travel, Cooking, DIY and GAC, NCTC may only take credits for overpayment of fees going back 24 months
- **Ad Avails**: 2 minutes per hour, except 3 minutes per hour for OWN
    - Members may only sell advertising on a local or regional basis; Members may participate in local or regional co-ops or interconnects with other distributors or use representation firms (such as ViaMedia and Comcast Spotlight)
    - Discovery may preempt ads if it is preempting ads of all other distributors, as well as its own ads; make goods are provided in some instances
    - No ads are available during paid programming or in an hour in which there are fewer than 4 minutes of advertising time, including during scheduled educational programming for use in schools
    - Ads must comply with the advertising guidelines listed on Schedule 6 of the Agreement
- **Commercial Accounts:**
    - No obligation to launch a Service to Commercial Establishments or to hotels, dormitories, prisons, hospitals, nursing homes or similar multi-unit temporary residential facilities
    - If a system distributes a Service to hotels, motels or hospitals and does not bill on a bulk-rate basis, the number of Service Subscribers attributable to those locations shall be 70% of the number of rooms
    - Commercial Establishments are counted as 1 Service Subscriber
- **MFN**: None on economics, but certain non-economic terms are covered on a size-based basis

ADVANCED RIGHTS

- Rights granted for the following (see following pages for more detail).
    - VOD (right but no obligation, however, once launched no discontinuance)
    - TVE/Out-of-Home Streaming (right but no obligation, however, once launched no discontinuance)
    - In-Home Streaming (right, but no obligation)
    - Start Over/ Look Back (right, but no obligation)
    - No requirement to deliver to a set-top box (see Section 2)

- Network will not grant affirmative rights for any of the following, but has agreed not to allege a breach or commence litigation against a member unless it also alleges a breach or commences litigation against all top 10 distributors offering the same technology. Members may exercise any rights that do not require a license from Network. Network will treat members on a non-discriminatory basis regarding the use advanced technology rights.
    - Remote Storage or Cloud DVR
    - STB Streaming (sling technology or remote access)
    - Transfer Technology

- **OTT**: Network will treat members on a non-discriminatory basis regarding the use advanced technology rights.

VOD TERMS

Video on Demand (or "VOD") means the exhibition of video programming selected by a VOD subscriber for viewing at any time at the subscriber's discretion on an on-demand basis.

VOD is addressed in Schedule 4 of the Agreement. This summary does NOT incorporate all of the terms related to VOD.

Terms regarding VOD distribution are as follows:

- **CONTENT**: Discovery offers three packages of VOD content:
  - Large Package (approximately 230 to 275 hours in SD and HD) includes 5 episodes of 5 series from DSC, TLC, AP and ID delivered for next day viewing; 5 episodes of 7 series from among Science, AHC, DA, Discovery Life, MT and DFC delivered for next-day viewing; 5 episodes of 3 of the top-5 series from OWN delivered for next-day viewing; and 6 series from each of HGTV, Food Network, DIY, Cooking Channel and Travel that first aired within the preceding 6 months. There is additional (optional) content available with full-season catch-ups and other additional content from the services under certain conditions upon request.
  - Small Package (approximately 125 hours in SD and HD) includes 5 episodes of 5 series from DSC, TLC, AP and ID delivered for next day viewing; 5 episodes of 3 of the top-5 series from OWN delivered for next-day viewing; and 3 series from each of HGTV, Food Network, DIY, Cooking Channel and Travel that first aired within the preceding 6 months. There is additional (optional) content available with full-season catch-ups and other additional content under certain conditions upon request.
  - Spanish VOD Package includes 20 hours of content from DE, refreshed 50% per month, 20 hours of content from DF, refreshed 25% per month and 10 hours of content from Hogar, to the extent Hogar is distributed, refreshed 25% per month.
  - No member is required to distribute more than the minimum number of hours specified
- **RIGHTS**:
  - Any system launching VOD that distributes each and every service, except DE, DF, GAC and Hogar, may distribute the Large Package.
  - Any system launching VOD that distributes DSC, Food, HGTV, TLC, AP, ID, Travel, DIY and OWN may distribute the Small Package.
  - Any system launching VOD that distributes the Large Package and DE and DF may distribute the Spanish VOD Package.
  - A system may take the SD content, the HD content or both, but to offer the HD VOD content, the system must distribute the HD simulcast of the linear feed of the service from which the HD content is drawn.
  - A system that distributes VOD content must distribute the content in the Small Package, at a minimum
- **OBLIGATION**:
  - A member that has launched VOD must continue to distribute VOD throughout the Term.
  - No new launches of VOD are required.
- Delivered through IBM
- Fast forward must be disabled during C3 content
- Member must provide reporting to Discovery (through Rentrak or otherwise)
- Members receive advertising availabilities in VOD content to the extent they have enabled DAI for the Discovery services; members that have made DAI available to other programmers must offer DAI to Discovery on same terms
- VOD content shall only be made available to subscribers receiving the underlying linear service; Must be offered to customers as part of a free VOD offering

TVE/OUT-OF-HOME STREAMING TERMS

TV Everywhere/Out-of-Home Streaming (or "TVE") means accessing linear services that are delivered over the Internet through a website or application after a subscriber has been verified as being a Service Subscriber through their video subscription.

TVE/Out-of-Home Streaming is addressed in Schedule 5 of the Agreement. This summary does NOT incorporate all of the terms related to TVE.

Rights to distribute TVE content are granted. Additional terms regarding TVE distribution are as follows:

- Network Websites/Apps: Yes
  - Obligation to Authenticate: No obligation to authenticate Discovery's content, but, once a member begins authenticating, it must continue authenticating throughout the Term.
  - Linear Feed Rights: Yes; All linear feeds are subject to Discovery's content rights and restrictions
  - VOD Rights: Yes; Discovery will provide the same on demand content it offers for VOD; All on-demand content is subject to Discovery's content rights and restrictions
  - Websites and apps as of the execution date: Discovery GO, TLC GO, HGTV GO, Food Network GO, Travel Channel GO, Animal Planet GO, ID GO, DIY GO, Cooking Channel GO, Discovery Life GO, Watch OWN, Discovery Family GO, Science Channel GO, AHC GO, Destination America GO, Motor Trend, Discovery en Espanol GO and Discovery Familia GO
  - Reporting Requirements/Usage Data: If Network generally delivers usage data for TVE content to other MVPDs, Network will make usage data on an aggregated basis available to members (through NCTC) on at least a quarterly basis
  - Member Advertising Avails: None, not addressed
  - Other: Members will not require Subscribers to re-enter authentication credentials more often than once per 90-day period
- Member Websites/Apps ("hosting" content): Yes, but there are limitations on the number of members if it is not an aggregated platform
  - Obligation to Authenticate: No, but, once a member begins authenticating, it must continue authenticating throughout the Term
  - Linear Feed Rights: Yes; All linear feeds are subject to Discovery's content rights and restrictions, which may require that certain programming be blacked out; if there are black-out restrictions, Discovery will notify members by inserting SCTE 35 triggers to enable the blackout, providing notice in the metadata and/or by providing a rights-cleared feed
  - VOD Rights: Yes, all on-demand content is subject to Discovery's content rights and restrictions
  - Website/App Branding: Must identify the member's name or brand
  - Reporting Requirements/Usage Data: On a monthly basis, Members must provide Network with a report with the information set forth in Sec. 3(t) of Schedule 5 of the Agreement
  - Device/Stream Restrictions: Maximum number of concurrent streams outside of a subscriber's premises shall be 5 streams per subscriber
  - DRM Requirements: Must comply with one of the DRM solutions set forth in Sec. 3(p) of Schedule 5 of the Agreement
  - Measurement/Nielsen: Devices must be measured by Nielsen unless Network is providing access to the TVE content on the applicable device through their websites/apps or allowing other MVPDs to provide access to the TVE content on the applicable device; Members must pass through all Nielsen, ID3 and any other industry-standard audience measurement watermarking in the TVE content;

Once a member provides confirmation of receipt for others, it must provide confirmation of receipt to Network

- DAI: Must be integrated with Network's ad-serving partner (e.g., Freewheel) to enable ad insertion to host the content on member websites/apps
- Member Advertising Avails: Members receive ads in the linear and VOD content in the same proportion as the traditional linear/VOD content; Fast-forwarding during ads must be disabled if Network disables ads on their websites/apps
- Content Branding Requirements: Members must provide network-level branded pages for each Service providing TVE content in a comparable manner as the member provides to other cable networks
- Other: TVE content must be distributed within 12 hours of receipt of the content from Network; Members must implement metadata updates within 24 hours of receipt of the update from Network

- Requirements/Conditions on Authentication:
  - General Requirements: TVE Content may only be distributed to Service Subscribers. Members may not charge Service Subscribers to receive the TVE Content. TVE Content may only be viewable in the Territory
  - Notice Requirement: Must give Network notice before authenticating to Discovery's websites/apps; Must give Network notice before making the Discovery TVE content available on member's websites/apps
  - Authentication Provider/Third-Party Vendor: Vubiquity, Synacor, MobiTV, WTVE, Minerva, Seachange, TiVo and IBM Cloud Video, as well as any other providers mutually agreed upon
  - Permitted Devices: The following Internet-enabled devices: (i) desktop, laptop and netbook personal computers; (ii) tablet computers (e.g., Apple iPad) and e-readers; (iii) smart phones; (iv) Internet-connected televisions; (v) Xbox, Playstation and other game consoles; (vi) set-top boxes (e.g., Apple TV, Roku, Participating Member set-top boxes); (vii) Blu-Ray/DVD players; and (viii) any other Internet-enabled device
  - Other Requirements/Conditions: None

IN-HOME STREAMING

In-Home Streaming is the distribution of the linear Service by a Member to Subscribers for viewing through a website or app on a device (laptop, tablet, cellular phone or other Internet-enabled device) in the Subscriber's home. In-Home Streaming as used in this Agreement is not delivery via the open Internet and is not OTT.

In-Home Streaming is addressed in Section 1 of the agreement and "Affiliate System" definition in Schedule 3.

Rights (but no obligation) to distribute the Services via In-Home Streaming to electronics devices are granted.

START-OVER/LOOK BACK

Start Over is the functionality whereby a Subscriber may restart a program that is in progress at any time during the period of such program's linear exhibition such that the program starts over and the customer may view the program from its beginning.

Look Back is the functionality whereby a Subscriber may view a program at any time during a certain period (usually the 72-hour period) after the end of the program.

Start Over and Look Back are addressed in Section 9.10 of Schedule 3 of the agreement.

Rights to Start Over and Look Back are granted (but no obligation). Additional terms regarding Start Over and Look Back are as follows:

- Rights are granted to permit distribution of certain Service programming on a Start Over and/or Look Back basis
- May not enable fast forward or other ad-skipping features
- Right to deliver multiple streams of a program from a single copy thereof
- Network must provide a list of programs eligible for Start Over and/or Look Back
- Copies of Programs for Start Over must be deleted or destroyed within 24 hours after the end of the linear exhibition of the program

NETWORK CLOUD DVR/REMOTE STORAGE

Cloud DVR is personal dedicated storage that is remote and not part of customer's set-top box.

Cloud DVR rights are not specifically granted, but the agreement does not affirmatively prohibit Cloud DVR. In addition:

- In Section 9.4 of Schedule 3 of the Agreement Network has agreed not to allege a breach or commence litigation against a member (including shared or single copy) unless it also alleges a breach or commences litigation against all top 10 distributors offering the same technology.
- Section 30 of Schedule 3 states that members may exercise any rights that do not require a license from Network.
- Section 29 of Schedule 3 of the Agreement requires Network to treat members on a non-discriminatory basis regarding the use advanced technology rights, including Cloud DVR.

STB STREAMING

STB Streaming refers to sling technology and remote access to content. STB Streaming is the technology that enables the transmission of a live stream of content from a customer's set-top box to another device (other than through in-home streaming) for real-time streamed, personal viewing of the live content.

STB Streaming rights are not specifically granted, but the agreement does not affirmatively prohibit STB Streaming. In addition:

- In Section 9.4 of Schedule 3 of the Agreement Network has agreed not to allege a breach or commence litigation against a member unless it also alleges a breach or commences litigation against all top 10 distributors offering the same technology.
- Section 30 of Schedule 3 states that members may exercise any rights that do not require a license from Network.
- Section 29 of Schedule 3 of the Agreement requires Network to treat members on a non-discriminatory basis regarding the use advanced technology rights, including STB Streaming.

TRANSFER TECHNOLOGY

Transfer Technology is the technology where a copy of content recorded on a DVR (including Cloud DVR) is transferred to a device for a customer's later personal time-shifted viewing in or outside of the customer's home and regardless of whether the device is connected to the Internet.

Transfer Technology rights are not specifically granted, but the agreement does not affirmatively prohibit Transfer Technology. In addition:

- In Section 9.4 of Schedule 3 of the Agreement Network has agreed not to allege a breach or commence litigation against a member unless it also alleges a breach or commences litigation against all top 10 distributors offering the same technology.
- Section 30 of Schedule 3 states that members may exercise any rights that do not require a license from Network.
- Section 29 of Schedule 3 of the Agreement requires Network to treat members on a non-discriminatory basis regarding the use advanced technology rights, including Transfer Technology.

OTT

OTT (or "over-the-top") means the distribution of content via the Internet, any online service, broadband, wireless, wide area computer network or any other web-based or IP distribution technology.

OTT rights are not granted. Section 29 of Schedule 3 of the Agreement requires Network to treat members on a non-discriminatory basis regarding the use advanced technology rights.

AGENDA ITEM COMMENTARY

Meeting Date:	April 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Discussion of Current DiamondNet Video Rates and Future Outlook

ITEM TITLE: Discuss Current Status of DiamondNet Video Rates and Future Outlook

INITIATOR: General Manager

STAFF INFORMATION SOURCE: City Staff, NCTC, Video Programmers

BACKGROUND: General Manager and Director of Finance will present a brief discussion on the current DiamondNet video rates and what the future holds.

EXHIBITS:

KEY ISSUES: NA

FUNDING SOURCE: NA

RECOMMENDATION: Receive presentation.

AGENDA ITEM COMMENTARY

Meeting Date:	April 12, 2021
Board:	Sallisaw Municipal Authority
Subject:	Discussion of GRDA Power Cost Adjustment

ITEM TITLE: Receive Update on the GRDA Power Cost Adjustment Related to the February Winter Storm

INITIATOR: General Manager

STAFF INFORMATION SOURCE: GRDA

BACKGROUND: Staff will update the Board on items related to the GRDA Power Cost Adjustment discussions between the GRDA and the municipal customers.

EXHIBITS:

KEY ISSUES: NA

FUNDING SOURCE: NA

RECOMMENDATION: Receive update.