

SUB-CARRIER LEASE AGREEMENT

The following sets forth the lease Agreement between ideastream ("ideastream") and the Cleveland Sight Center ("Center") concerning the Radio Reading Service ("RRS") for the blind and print-handicapped and the use of a subsidiary communications authorization associated with WCPN-FM, and additional services provided by ideastream to the Center in conjunction with the services outlined in this agreement.

WHEREAS, ideastream, in the interest of serving the print-handicapped in the Greater Cleveland area, wishes to cooperate fully with the Center; and

WHEREAS, the Center wishes to continue operating a Radio Reading Service for the print-handicapped in the Greater Cleveland area, ideastream and the Center have agreed as follows:

1. ideastream agrees to provide a sub-carrier frequency, related delivery services and additional services as described in Exhibit A in conjunction with the sub-carrier frequency lease to the Center for the period ending October 31, 2018. Unless terminated as provided herein or a written notice requesting amendments or changes to this agreement is received by either party not less than sixty (60) days prior to October 31, 2018, this agreement shall be automatically renewed on a year-to-year basis. In consideration for such use, the Center agrees to pay ideastream the amount of [REDACTED]

[REDACTED] The parties will adjust the foregoing consideration to the extent they, in good faith, agree that an adjustment is warranted. The existing quarterly fee of \$2,375.00 shall remain in place until such adjustment, if any, is agreed to by the parties.

2. The Center agrees that the use of this sub-carrier service must be consistent with the limitation on the purpose and operation of non-commercial educational FM stations contained in Section 73.503 and 73.593 of the Rules and Regulations ("Rules") of the Federal Communications Commission ("FCC"). The operations shall be further consistent with the provisions of Section 73.295 and 73.293 of the Rules of the FCC. Should changes, modifications or amendments of this Rule be adopted by the FCC and become effective any time during the term of this Agreement and the programming material of the Center is not then permissible as a result of such changes, modifications or amendments, either party shall have the right to terminate this Agreement upon not less than 60 days prior written notice to the other.

3. It is acknowledged by both parties to this lease that the use contemplated by the Center is a permissible use within the meaning of Section 73.295 insofar as the service contemplated by the Center consists of transmission of programs which are non-commercial, in furtherance of an educational purpose, and which are of a broadcast nature. The Center agrees to maintain its program policy consistent with all Rules of the FCC and to keep ideastream informed as to its program policy. It shall notify ideastream

in writing at least ten (10) days in advance of any changes of a material nature in the general description and pattern of its programming.

If the Rules governing the permissible nature and content of sub-carrier transmissions are modified with the term of this Agreement, the new Rules shall automatically apply. However, before the Center alters or modifies the non-commercial, educational broadcast nature of its program service, it agrees to consult with ideastream with respect to the proposed changes for regulatory analysis and technical evaluation.

4. As at the date of execution of this Agreement, the Center is assigned to the 67 khz frequency on the sub-carrier. It is agreed that the Center is authorized to operate twenty-four (24) hours a day or whenever the station is transmitting, every day of the year. Should the base-band be expanded to allow for additional sub-carrier frequencies to be utilized, and/or should technical innovations make it possible to provide an essentially undiminished and equivalent delivery service on another channel or in a different configuration on the existing channel, ideastream has the right to assign the Center such new channel or such new configuration, provided that all costs of the conversion, including receivers, shall be the responsibility of ideastream and the implementation of the conversion shall be such that there shall be no service lost to any reading service subscriber.

5. It is understood that use of the sub-carrier is subsidiary to the operation of the main channel by WCPN-FM. Decisions as to operations and times of use of the main channel (and thus restrictions on the operation of the subsidiary channel) are solely the responsibility of ideastream, though every effort will be made to keep the Center informed and to preserve its established patterns. In the event the main channel broadcasting hours are reduced so as to impinge upon the required broadcast hours of the Center, then the rental shall be proportionately reduced. In such event, however, both parties shall in good faith endeavor to make necessary financial and other arrangements to permit the Center to maintain its established broadcast hours.

ideastream has the responsibility of maintaining the quality of the transmission of the sub-carrier. To the extent that as a result of mechanical failure, the signal is interrupted for more than one (1) day in any month, the rental otherwise payable shall be proportionately abated.

In the event the Center is unable to continue to fund its programming for which the sub-carrier is being provided, then the Center shall have the right to terminate this Agreement. Such right to terminate this lease shall require the giving of ninety (90) days prior to written notice by the Center to ideastream.

6. ideastream will provide technical advice for routine operations of the Center's Radio Reading Service. The Chief Operating Officer and Chief Engineer of ideastream will act in a consultative capacity for major technical/operational decisions. The Center will arrange independently for major technical work.

7. It is further acknowledged that the licensee (ideastream) must retain control over all material transmitted over the station's facilities with the right to reject any material that it deems inappropriate or undesirable [FCC REG. 73.295 (e)].

8. ideastream will maintain transmitter logs sufficient to meet the Rules of the FCC and to measure the frequency of the sub-carrier; and to the extent required by the Rules of the FCC, the Center agrees to maintain records in log form sufficient to describe all programming material broadcast on the sub-carrier and to preserve and keep such records for at least two (2) years after the material has been broadcast.

9. The Center agrees that it will indemnify and hold harmless ideastream from any and all liability arising out of any illegal or unauthorized use of the sub-carrier or any other use of the sub-carrier beyond that provided by this Agreement, other than liability arising from ideastream's negligence or intentional misconduct.

10. ideastream warrants that it holds or will use its best efforts to obtain the necessary FCC operating authorization for WCPN-FM, and ideastream will use its best efforts to maintain same in connection with the renewal process and further use its best efforts to maintain the license to operate the sub-carrier in conformance with this Agreement.

11. ideastream and the Center recognize the proliferation of delivery systems for Radio Reading Services (RRS) and agree that at the date of this Agreement subsidiary communications authorization technology (SCA) is the most efficient and effective delivery system for the Center's RRS. They further recognize that at an unspecified future date another technology may arise to supersede SCA or may operate parallel to and separate from SCA operations for the delivery of RRS; in the event that decisions are made by the FCC, other regulatory body or the Center which eliminates the possibility of an effective SCA operation, the Center has the right to terminate this lease with ninety (90) days notice in writing to ideastream.

It is, therefore, agreed and understood by all parties that this Agreement sets forth the full understanding between the parties and that it cannot be amended or otherwise changed except in writing agreed to by both parties.

Therefore, it is signed this 29th day of February 2016.

APPROVED AND AGREED:

ideastream

By: 

Name: Jerrold F. Wareham

Title: President & CEO

APPROVED AND AGREED:

Cleveland Sight Center

By: 

Name: Larry Benders

Title: President & Executive Dir

EXHIBIT A
Sub-Carrier Lease Agreement
List of Additional Services

1. Radio Reading Service Origination - Cleveland Sight Center Network (CSCN)

Payout/Automation Server - Provides internet connectivity for remote access so that CSC staff can drop off audio files to payout and manipulate the playlist schedule as needed.

2. Radio Reading Service Distribution

- a. SCA Broadcast -- Broadcast the radio reading service on the SCA channel of WCPN
- b. Web Streaming --web streaming for the radio reading service
- c. DTV Broadcast --Broadcast the CSCN as an audio only channel of DTV Multicast stream with the PSIP identifier of 26.9