

## VIDEO POOLING AGREEMENT

This **VIDEO POOLING AGREEMENT** (this "**Agreement**"), effective as of May 8, 2020 ("**Effective Date**"), is by and among [Nexstar Media Group, Inc., a Delaware corporation], owner and operator of television stations KDVR-TV and KWGN-TV ("**KDVR/KWGN**"), Scripps Media, Inc., (D.B.A. KMGH-TV) a Delaware corporation, owner and operator of television station KMGH-TV ("**KMGH**"), Multimedia Holdings Corporation, a South Carolina corporation, owner and operator of television stations KUSA-TV and KTVD-TV ("**KUSA/KTVD**"), and KCNC-TV, a CBS Television Stations Inc. owned and operated television station ("**KCNC**"). Each of KDVR/KWGN, KMGH, and KUSA/KTVD may be referred to herein as a "**Station**" and collectively as the "**Stations**").

**WHEREAS**, the Stations desire to enter into this Agreement in order to efficiently utilize resources with respect to planned or recurring news events occurring in the Denver, Colorado Designated Market Area (the "**Denver DMA**"); and

**WHEREAS**, by entering into this Agreement, each Station expects to be able to allocate its resources more efficiently and in a manner that increases its ability to pursue independently enterprise and investigative reporting.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the Stations agree as follows:

### 1. CERTAIN DEFINITIONS

1.1 "**Intellectual Property Rights**" means any and all worldwide copyright rights, trade secret rights, trademark rights (including without limitation, trade names, service marks and goodwill associated therewith), rights of publicity and any and all proprietary rights associated with Pooled Video now or hereafter in existence.

1.2 "**Pooled Video**" means, collectively, all video that is shot by the Station assigned to cover a Pool Event.

1.3 "**Pool Event**" means any of the following types of events: (a) press conferences; (b) staged public events (such as ribbon cuttings, art unveilings, cast introductions, planting of trees, opening of parks, opening of new stores or restaurants, etc.); (c) judicial proceedings under existing local practices in effect for courtrooms with limited space and for high profile judicial proceedings at the state and federal courts; (d) political or community meetings (such as a city council meeting, Congressional town hall meeting, or alcohol commission hearing); or (e) other public events of general news interest that the parties agree from time to time are worthwhile for coverage under the terms hereof. For clarity, "Pool Event" shall not mean any event for which a participating Station intends only to shoot video that includes the recording of such Station's reporter or other on-air talent.

## 2. POOLED COVERAGE

2.1 Coordinating Station. One Station shall be responsible for identifying Pool Events and assigning the Station to cover them (in such capacity, the “**Coordinating Station**”). Responsibility for acting as the Coordinating Station will rotate among the Stations that are, at such time, party to this Agreement so that each Station is the Coordinating Station for a one-day period between Monday and Friday. KDVR shall serve as the Coordinating Station for the first day, which shall commence on the Effective Date and continue until 11:59 pm MT on that Monday. Thereafter, each Station shall act as the Coordinating Station in the order set forth on **Exhibit A** attached hereto. Each subsequent rotation will begin at 12:00 am MT on the next weekday and continue until 11:59 pm MT on that same weekday.

2.2 Selection and Assignment of Pool Events. The Coordinating Station shall initially select the Pool Events for the weekday for which it is responsible pursuant to Section 2.1. The Coordinating Station will then send an email to the other Stations listing the Pool Events for that weekday no later than 9:00 am MT each applicable day. The other Stations may suggest additional Pool Events to the assignment desk of the Coordinating Station. Such suggestions must be in writing by e-mail copied to all Stations. Each Station shall select a minimum of two employees, including its News Director, to coordinate the selection of Pool Events, and the list of Pool Events and any suggestions for additional Pool Events will be circulated by and among those designated Station employees. The email suggesting an additional event as a Pool Event should be sent no later than 8:00 am MT on the day such event is to occur. The selection of the Pool Event will be at the discretion of the Coordinating Station if there are fewer than two (2) hours between the time an email is received by the Coordinating Station suggesting that an event be a Pool Event and the time such event is to occur, provided that any event that is not eligible for pooling in accordance with Section 2.7 is not within the Coordinating Station’s discretion to add to the pool. Without limiting the foregoing, the parties agree that any event that is sponsored by a Station will not be considered a Pool Event hereunder. When there are more than two (2) hours between the receipt of such email and the scheduled occurrence of the event, the normal procedure will apply. The Coordinating Station shall assign responsibility for taking the Pooled Video at the Pool Event to a Station (including the Coordinating Station) on a rotating basis as set forth in **Exhibit A**.

2.3 Gathering of Pooled Video. Each Station will gather Pooled Video for the Pool Events that are assigned to it by the Coordinating Station. Each Station agrees and acknowledges that Pooled Video shall be shot in a 16:9 format, and (ii) according to the guidelines set forth on **Exhibit B** attached hereto.

2.4 Distribution of Pooled Video. The Station assigned responsibility with respect to producing Pooled Video shall make reasonable commercial efforts to distribute such Pooled Video to the other Stations before 3:00 pm MT using Microwave transfer. Each feed of the Pooled Video shall begin with a slate to be posted for 3 minutes. Pooled Video will then be fed once for all Stations, and each receiving Station shall be responsible for receiving the daily feed.

2.5 Use of Pooled Video. Each Station shall be solely and independently responsible for its own decision to utilize or air any Pooled Video, and if a Station decides to use the Pooled Video, it shall be solely and independently responsible for all editorial content, packaging and/or editing of the Pooled Video. The Stations shall not coordinate in any way on the publication of the Pooled Video in any broadcasts or on any website, or mobile device and/or on the content of any broadcast.

2.6 No Sharing of Personnel, Equipment, Etc. For the avoidance of doubt, pooled coverage with respect to a Pool Event shall include only Pooled Video that is shot with respect to such event and, unless otherwise explicitly stated herein, the Stations shall not share personnel, equipment, or any information with respect to the manner in which news events are covered.

2.7 Disputes. In the event of any dispute among the Stations with respect to whether an event constitutes a Pool Event, the event shall not be pooled. Notwithstanding the foregoing, in accordance with Section 2.2 above, if there are less than two (2) hours between the time an email is received by the Coordinating Station suggesting that an event be a Pool Event and the time such event is to occur, the Coordinating Station shall have sole discretion as to whether the event is to be pooled, unless the event is not eligible to be pooled under this Section.

### **3. INTELLECTUAL PROPERTY RIGHTS; USE OF CONTENT**

3.1 Ownership of Pooled Video; Licenses to Third Parties. Copyright in all audio and video material produced by the Stations for joint use pursuant to this Agreement will be jointly owned by all Stations. For purposes of clarity, each Station will have the non-exclusive, worldwide, perpetual right to use such material for the participating station's own purposes and to share it with such Station's owned and operated stations and affiliated news organizations (*e.g.*, Fox News Channel), including those operating in the DMA, and news-sharing partnerships (*e.g.*, NNS). A Station may give any unaffiliated third party (or an affiliate of a Party) the right to use, broadcast or otherwise publicly exhibit such material for non-news uses, such as inclusion in a feature film. A Station may also sell a license to use such material, and has the right to retain all license fees collected. If a Station produces separate news or informational programming for an unaffiliated third party and the producing Station retains the copyright in such programming, then such programming may include material gathered pursuant to this Agreement and the producing Station may retain any fees that it receives from such third party. No Station shall be obligated to account for, or share the proceeds generated from, the use of any audio or video gathered pursuant to this Agreement; provided, however, no entity other than a Station may routinely receive audio or video gathered pursuant to this Agreement without becoming a party to this Agreement.

3.2 Independent Coverage. Each Station hereby acknowledges and agrees that all Stations shall retain the right to independently shoot, stream, broadcast, and use video with respect to any and all news stories they deem advisable, including, without limitations, news stories with respect to which Pooled Video has been shot, is being shot, or may be shot in the future.

#### 4. CONFIDENTIALITY

4.1 Confidential Information Is Not To Be Shared. In the performance of their respective obligations under this Agreement, the Stations shall not exchange or share confidential or proprietary information. To the extent a Station inadvertently receives confidential and/or proprietary information of another Station related to the gathering or distribution of Pooled Video, such Station (i) will protect this information in the same manner in which it protects its own confidential and proprietary information (but in no event using less than reasonable care), (ii) will not use or disclose to any third party such information, and (iii) will alert the disclosing Station, which will indicate whether such information should be returned or destroyed.

4.2 Exclusions. Confidential information does not include information which: (i) was lawfully obtained by the receiving Station without breach of this Agreement and is not subject to any confidentiality or non-use obligations; (ii) is or becomes available to the general public through no fault of the receiving Station; (iii) is independently developed by or for the receiving party without use of or access to the confidential information and such development can be shown with documentary evidence. Each Station may disclose the confidential information of another Station pursuant to applicable law or a government or court order, provided that (A) the receiving Station will provide prompt notice to the disclosing Station and a reasonable opportunity to oppose such disclosure, and (B) the receiving Station's obligations of confidentiality and non-use will continue to the fullest extent not in conflict with such law or order.

#### 5. ADMISSION/WITHDRAWAL

5.1 Admission. The parties may, upon mutual agreement, add other broadcast television stations that serve the Denver DMA to this Agreement. Any proposed new party to this Agreement must have the professional broadcast-grade equipment, personnel, resources and FCC license(s) necessary to participate fully in the gathering and distribution of Pooled Video as set forth herein before such a party will be considered for admission. A request to be admitted as a party to this Agreement may be made to any Station in writing, and such Station shall provide the other Stations a copy of the request within 10 business days. The request must provide sufficient detail on the requesting party's ability to participate in this Agreement. Additionally, in order to be admitted, a requesting party must agree to abide by all of the terms of this Agreement, and an amendment admitting the requesting party must be executed. Unless otherwise agreed upon by the parties, the Station initially receiving the request to be admitted as a party to this Agreement shall be responsible for all communications with and coordinating any information requests to the party requesting admission (with copies to all other Stations).

5.2 Withdrawal. Any Station may withdraw from this Agreement at any time upon seven (7) days' written notice to the other Stations. Notice of withdrawal will be sent by confirmed e-mail to the General Manager and News Director of each Station.

## 6. TERMINATION

6.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect until the earlier of (i) the date on which all Stations have withdrawn from this Agreement pursuant to Section 5.2 or (ii) the Agreement is terminated upon mutual written agreement of all then-current parties.

6.2 Termination for Breach. In the event of a material breach by one or more Stations, the non-breaching Station(s) may terminate this Agreement with respect to such breaching Station(s) upon ten (10) days' written notice. Notice of termination will be sent by certified mail to the General Manager and News Director of the breaching Station. The determination of a material breach will be by a supermajority vote (over two-thirds) of all non-breaching Stations. In the event there are insufficient Stations to hold a termination vote (i.e., less than 3 Stations participating) the only recourse available will be to withdraw from this Agreement as set forth in Section 5.2. A breach will be considered material when it interferes with the Stations ability to obtain and timely broadcast the Pooled Video consistent with the terms of this Agreement.

## 7. EMPLOYMENT MATTERS

7.1 Responsibility for Employees. All employees that a Station assigns to shoot Pool Video under this Agreement will remain at all times solely employees of the assigning Station, and will be subject solely to such assigning Station's terms and conditions, policies and practices. The other Stations will not have the authority or right to hire, terminate, discipline, or otherwise affect the employment terms and conditions of another Station's employee, nor will the other Stations have the ability to effectively recommend that such Station's employee be hired, fired, disciplined or otherwise have his or her terms and conditions changed. The employing Station will inform the employees that it assigns to collect Pool Video in accordance with this Agreement the Service that they will continue to be employees of the employing Station and remain subject solely to such Station's employment terms, conditions, policies, practices and procedures. The employing Station will at all times be solely responsible for the terms and conditions of employment of the employees it provides to shoot Pool Video hereunder, including being solely responsible for paying all salaries, benefits and expenses of, and all Social Security taxes.

7.2 Employment Relationship with Employees. The Stations each acknowledge and agree that: (i) no Station is a single or joint employer with any other Station or Stations; (ii) no Station has any control or supervisory authority over the employees of any other Station; (iii) each Station will be solely responsible for conducting and managing its own labor relations, either on an individual level with its employees or with any labor organization either representing or seeking to represent such Station's employees; and (iv) no Station has any authority to bind the other Stations to any labor contract or provision thereof with a third Station and no Station will make any representations to the contrary. In the event that any Station becomes aware that an actual or potential labor dispute may prevent or threaten to prevent timely performance under this Agreement, that Station shall provide the other Stations with notice of the same within 24 hours of becoming so aware.

## **8. MUTUAL DISCLAIMER OF IMPLIED WARRANTIES**

EACH STATION HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM THE COURSE OF DEALING.

## **9. INDEMNIFICATION**

Each Station shall fully indemnify, defend, and hold harmless the other Stations, and their respective directors, officers, agents, employees, licensees, assignees and successors against all damages, claims, losses, expenses and liabilities (including, but not limited to, expenses for reasonable legal fees and disbursements) incurred in connection with a claim by a third party caused by, arising out of, or as a result of (i) the negligent or intentional acts or omissions of the indemnifying Station (including its employees) related to its performance of its obligation pursuant to this Agreement; (ii) the exhibition or distribution by such Station of any video generated pursuant to this Agreement (as part of any news story or otherwise), except to the extent that the claim arises out of acts or omissions of another Station for which such other Station is required to provide indemnification under clause (i) above, or (iii) the breach or alleged breach by indemnifying Station of any of the warranties, representations or provisions contained in this Agreement.

## **10. LIMITATIONS OF LIABILITY**

EXCEPT WITH RESPECT TO THE STATIONS' INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT SHALL ANY STATION BE LIABLE TO THE OTHERS FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOSS OF ANTICIPATED REVENUES OR PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, EXPENSES OF INVESTIGATION, ENFORCEMENT AND COLLECTION AND ATTORNEYS' AND ACCOUNTANTS' FEES AND EXPENSES) ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR ANY OF THE SERVICES PROVIDED HEREUNDER, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF ANY AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME.

## **11. INSURANCE**

Each Station shall procure and maintain all insurance coverages set forth below, each with an insurer rated A-/VII or higher by A.M. Best's Insurance, to protect from claims arising as a result of the negligence of such Party in its performance under this Agreement. Alternatively, any Station may satisfy any or all of the insurance requirements set forth below through self-insurance.

11.1 Statutory Workers' Compensation as required by state law and Employer's Liability with a minimum limit of \$500,000 each accident, \$500,000 each disease, \$500,000 policy limit.

11.2 Commercial General Liability insurance including product and completed operations liability with the following minimum limits for Bodily Injury and Property Damage: \$1,000,000 per occurrence, \$1,000,000 annual aggregate.

11.3 Business Automobile Liability Insurance covering all vehicles used in connection with this Agreement, covering Bodily Injury and Property Damage with a minimum of \$1,000,000 combined single limit per accident.

Each Station will promptly replace any cancelled policy with a substantially similar policy or with a notice of self-insurance. At any Station's request, the other Stations shall provide a certificate of insurance or evidence of self-insurance, to show the existence of all insurances set forth above.

## **12. GENERAL**

12.1 Compliance with Law and Regulation. Each Station will retain independent responsibility for compliance with Federal Communications Commission ("FCC") rules, regulations and policies relating to the use of Pooled Video. Additionally, each Station represents and warrants that it pursues an active policy to ensure compliance with Sections 317 and 507 of the Communications Act and Section 73.1212 of the FCC's regulations; that it will disclose to appropriate management personnel of the other Stations any payments, services or other valuable consideration received, directly or indirectly, in exchange for offering any material to be broadcast under this Agreement; and that it will timely disclose to the other Stations any information appropriate to assisting the other Stations in complying with the sponsorship identification requirements of the FCC with respect to material offered for broadcast under this Agreement.

12.2 Several Liability. Notwithstanding any provision of this Agreement to the contrary, each Station shall be severally, but not jointly, liable for complying with all the terms of this Agreement. No Station shall be liable for any other Station's breach of this Agreement.

12.3 Press Release. No Station shall make any public statement, press release or other announcement relating to the terms of this Agreement without the prior written approval of the other Stations.

12.4 Equitable Relief. Each Station acknowledges that any breach of its obligations under this Agreement may cause such Station irreparable injury for which monetary damages are inadequate, and therefore such Station will be entitled to seek immediate equitable relief in addition to all other remedies available to it at law.

12.5 Assignment. No Station may assign this Agreement, in whole or in part, without the prior written consent of the other Stations, except that any Station may assign this Agreement without such consent i: (i) a successor in interest of such Station or as part of a corporate reorganization, consolidation or merger; (ii) a purchaser of all or substantially all of such Station's assets; or (ii) any entity that acquires such Party's FCC license to operate the television station described in the preamble to this Agreement. Any attempt to assign this Agreement without such consent will be null and void. Without

limiting the foregoing, this Agreement will inure to the benefit of and bind the parties' respective successors and permitted assigns.

12.6 Governing Law; Jury Trial Waiver. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of New York, without regard to its conflicts of laws rules. The Parties consent to jurisdiction and venue in New York County, New York. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

12.7 Notice. Except as specifically set forth above, any notice under this Agreement will be in writing and delivered by personal delivery, express courier, confirmed facsimile, confirmed e-mail, or certified or registered mail, postage prepaid and return receipt requested. Notices will be deemed to be effective upon personal delivery, one day after deposit with express courier, five days after deposit in the mail, or upon confirmation of receipt of facsimile or e-mail. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this Section.

12.8 No Agency. The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership or agency. Rather, the parties are creating a joint venture in which they will share the benefits of their respective resources to capture more efficiently non-enterprise, commodity video.

12.9 Entire Agreement; Amendment. This Agreement, together with its exhibits, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, negotiations and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by all parties.

12.10 Force Majeure. No Station shall be liable for its delay or failure to any part of this Agreement if such delay or failure to perform is caused directly or indirectly by a Force Majeure event. "Force Majeure" means any delay or failure of a Station to perform its obligations that is caused by an event or occurrence beyond the reasonable control of the Party and without its fault or negligence. By way of example, this includes acts of God; restrictions or prohibitions imposed by or actions taken by any governmental authority (whether valid or invalid); embargoes; fires; floods; windstorms; explosions; riots; natural disasters; wars; epidemic or pandemic; sabotage; inability to obtain power; strikes; labor disputes; or court injunction or order.

12.11 Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the

Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, will be deemed to be an original copy hereof, and all such counterparts together will constitute one single agreement.

12.13 Headings. All headings and subheadings are provided for convenience only and will have no interpretive or substantive effect on the provisions of this Agreement.

12.14 Further Assurances. The Stations agree to take such actions and execute such documents as may be reasonably required to fully carry out the purposes of this Agreement.

12.15 Survival. Sections 3, 4, 7, 8, 9, 10, 11 and 12 will survive any expiration or termination of this Agreement.

***[signature page follows]***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective officers, thereunto duly authorized, as of the dates written below.

**NEXSTAR MEDIA GROUP, INC.**

By: DocuSigned by:  
Byron Grandy  
35AA33BC8F5A416...

Name: Byron Grandy

Title: Vice President & General Manager

Date: 05/08/2020

**MULTIMEDIA HOLDINGS CORPORATION**

By: DocuSigned by:  
Mark Cornetta  
F507A4EB29344AB...

Name: Mark Cornetta

Title: President & General Manager

Date: 05/08/2020

**SCRIPPS MEDIA, INC.**

By: DocuSigned by:  
Dean Littleton  
AC96DCD9262048F...

Name: Dean Littleton

Title: Vice President & General Manager

Date: 05/08/2020

**KCNC-TV  
CBS TELEVISION STATIONS, INC.**

By: DocuSigned by:  
Walt DeHaven  
B3C642B1D8724E3...

Name: Walt DeHaven

Title: Vice President & General Manager

Date: 05/08/2020

**EXHIBIT A**

**ROTATION SCHEDULES**

## **EXHIBIT B**

### Guidelines for capturing Pooled Video:

- Pooled Video that is being fed each day shall not show: (i) reporter cut-aways, (ii) Station specific microphone flags, (iii) stand-up bridges or (iv) tags. Pooled Video shall include the Spanish-language portion of the Pool Event, whenever available.
- If a Station reporter requires video or sound that is specific to his/her storytelling (*e.g.*, interviews in the hallway, elaborate stand-ups, or otherwise more than a stand-up bridge or tag), that Station must send a separate photographer.
- Each pool event should occur before 2:00 pm MT each weekday. The Pooled Video shall be distributed no later than 3:00 pm MT each weekday. On occasion Stations might deliver a pool item via a live feed, but without explicit permission, stations may not live stream Pool Video or share it live on TV.
- Photographers responsible for gathering Pooled Video under this Agreement are committed to the pool (regardless of breaking news) unless there is a catastrophic event in the community which all Stations agree supersedes the pool coverage planned by the Coordinating Station on that weekday.
- If breaking news occurs while the photographer is en route to a Pool Event, such breaking news shall not be covered by that photographer on assignment under this Agreement. If, however, breaking news occurs at the site of a Pool Event, that news event shall be treated as a Pool Event and included in the Pooled Video to be feed to the Stations that weekday.