

CHANNEL LEASE AGREEMENT

This Agreement is entered into as of _____, between _____ d/b/a Suddenlink Communications ("Lessor") and _____ ("Lessee").

RECITALS

- A. Lessor operates a cable television system (the "System") serving the community of _____ (Community), _____ (State).
- B. Lessee desires to distribute cable television programming (the "Programming") on the System pursuant to Section 612 of the Communications Act, as amended, and subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and sufficient consideration, Lessor and Lessee agree as follows:

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1. Use of Channel.

- a. Lessor will distribute Lessee's Programming as set out in Schedule A to this Agreement ("Schedule A").
- b. Lessee shall utilize the channel(s) for the Programming listed in the Channel Lease Application, which is incorporated herein by reference and in such a manner so as to avoid all liability or claim of liability, including but not limited to claims for tortuous, negligent, criminal or other acts or omissions, such as claims for defamation, indecency, obscenity, personal injury, property damage, invasion of privacy, wrongful publicity, violation of civil rights, infringement of copyright (including without limitation music performance rights for any and all performances through to subscribers) and unfair competition.
- c. Ownership and control of any and all channels on the System (and the signal distribution capacity contained within the bandwidth of such channels, including but not limited to the vertical blanking interval) shall at all times be and remain with Lessor. Lessee shall have no right to any particular channel or to any rights or priorities for further or future access to the System, and Lessor expressly reserves the right at any time and from time to time, upon reasonable notice to Lessee, to cablecast Lessee' Programming on a different channel. Lessor may without limitation enter into agreements for the use of its channels by others or make use of any channel time reserved by Lessee during any time when Lessee fails to provide Programming for such channel.
- d. Lessee shall not permit any other person or entity to use the channel(s) for any purpose without, except for subleasing, as expressly provided hereunder and subject to the terms hereof.

2. **Term of Agreement.** The term of this Agreement shall begin on _____, and shall end on _____, unless terminated sooner pursuant to the terms of this Agreement.

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3. Technical Requirements.

- a. Except for technical support provided by Lessor as set out in Schedule A, Lessee shall be responsible for supplying all facilities, equipment, materials and personnel necessary to deliver its Programming to the System's distribution or headend facilities. Lessee shall bear sole responsibility for all such equipment and shall hold Lessor harmless from any loss, damage or claim thereof. Lessee shall deliver any Programming to be cablecast hereunder in the format and at the times described in Schedule A. Lessee acknowledges that Lessor's facilities contain expensive and sophisticated equipment, and Lessee agrees to comply with all security measures required by Lessor.
- b. Lessee shall ensure that neither Lessee's access hereunder nor its use of any equipment in connection therewith shall impair or interfere with the quality of any audio, video, voice or data signals carried on Lessor's system, or the activity of any of its other licensees, or other authorized users. Lessee's Programming shall meet reasonable production standards which, will not be any higher than those applied to public, educational and government access channels.

4. **Indecent Programming.** Lessor may refuse to transmit any leased access program or portion of such a program that contains indecent materials or that otherwise fails to comply with Lessor's Policy Concerning Indecent Programming on Commercial Leased Access Channels, ("Schedule C") or any applicable laws, rules or regulations.

5. Financial Terms.

- a. **Fee for Channel Use.** Lessee agrees to pay a fee for the use of the System in accordance with the payment schedule set out in Schedule A. Lessor may change the lease rate from time to time upon reasonable notice to Lessee. In addition to all other remedies provide for hereunder, failure by Lessee to make timely payment may result in preemption of Lessee's Programming and loss of contracted time slot. In addition, use by Lessee of Lessor's studio facilities, personnel, equipment or other technical support, if required, shall be the subject of a separate service agreement and shall be at an additional charge to Lessee.
- b. **Sublease.** In the event Lessee subleases the time as set forth in Schedule A, the fee for channel use set forth in Schedule A shall automatically be adjusted to the maximum permitted level allowed pursuant to the FCC's regulations. The Lessee and sublessee shall be jointly and severally liable for all payments due hereunder for any time period subleased.
- c. **Failure to Provide Programming.** Failure by Lessee to provide the Programming or material to be cablecast hereunder shall not relieve Lessee of its obligation to make all payments for the time period(s) leased. This shall include any periods for which Lessor has aired replacement programming, in order to avoid viewer dissatisfaction.
- d. **Security Deposit.** Contemporaneously with the execution of this Agreement, or on such other date as shall be mutually agreed, Lessee shall pay to Lessor a security deposit as set out in Schedule A.

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- e. Late Payments.** Lessee agrees to pay interest at the rate of 1.5% per month on any amounts that are not paid when due. Lessee further agrees to pay all reasonable attorneys fees and costs incurred in the collection of any such amounts.
 - f. Taxes.** Lessee agrees to indemnify and hold Lessor harmless from any tax or assessment including but not limited to excise, franchise, sales, use, utility, copyright or royalty fee or tax now or hereafter imposed or levied by any association, government or governmental agency upon either Lessor or Lessee by virtue of Lessee's activities hereunder.
- 6. Representations and Warranties of Lessee.** Lessee hereby represents and warrants its compliance with the following conditions. These representations and inducements are material inducements to Lessor to enter into this Agreement, and Lessee's rights under this Agreement shall be dependent on its compliance with these conditions:
- a. Authority to Contract.** Lessee has the right and authority to enter into this Agreement and to perform all of its obligations hereunder. Lessee is unaffiliated with Lessor within the meaning of Section 612 of the Communications Act and the rules and regulations of the Federal Communications Commission.
 - b. Objectionable Programming.** No Programming provided by Lessee will be obscene.
 - c. Program Content.** Lessee shall be solely responsible for all program content. Lessee hereby warrants and represents that its Programming complies in every respect with every applicable federal, state, and local statute or law, and does not infringe the personal rights or the property rights of any person, corporation or other entity. By way of example and not by way of limitation, Lessee warrants that its Programming does not violate copyright laws or other laws protecting intellectual property, and that all necessary copyright clearances have been obtained (including synchronization rights and music performance rights); does not infringe any trademark, trade name, service mark, or any other property right; does not contain libelous or slanderous material; and does not constitute invasion of privacy, incitement, obstruction of law enforcement, or create a danger of injury to persons or property.
 - d. Regulatory Compliance.** Lessee shall comply with every applicable federal, state and local statutes or laws, including without limitation (i) all such laws relating to false and misleading advertising; (ii) the franchise under which the System operates; and (iii) FCC requirements, including Part 76, Subpart G of the FCC Rules.
 - e. Permits and Licenses.** Lessee shall obtain, at its own expense, any local, state or federal permits, licenses or other authorizations required for its promotional materials and the transmission of its Programming, including without limitation (i) all necessary arrangements with copyright holders, sponsors, music licensing organizations (including obtaining any and all music performance rights for all performances through to the subscribers), and performers' representatives; and (ii) compliance with all applicable charitable solicitation registration requirements.
 - f. Compliance Documentation.** Upon Lessor's request, Lessee shall promptly furnish to Lessor all information with respect to Lessee's Programming which may be necessary or

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useful to Lessor to determine Lessee's compliance with this Agreement in general and, in particular, with subparts (c), (d) and (e) above, or that may be necessary for the preparation of any reports or other documents that Lessor may be required or requested to file with any federal, state or local governmental authority or agency. Failure or refusal to provide evidence of compliance shall constitute a material breach of this Agreement.

- g. Subscriber Information.** Lessee will not, without Lessor's prior written consent, obtain access to or use or disclose information concerning Lessor's subscribers, or subscribers of Lessor's affiliates, whether the information concerned is "personally identifiable information" (as described in Section 631 of the Cable Act) or not, and will not engage in any direct mailing or telephone solicitation to Lessor's cable television subscribers.
 - h. Affiliation.** Lessee is unaffiliated (within the meaning of Section 612(b)(1) of the Cable Act and related regulations) with Lessor or with any affiliate of Lessor.
 - i. Application.** Lessee acknowledges that the information provided in the Channel Lease Application constituted a material inducement for Lessor to enter into this Agreement. By execution of this Agreement, Lessee warrants that the information provided in the Channel Lease Application is accurate, full and complete. If circumstances change such that the information in the Channel Lease Application has changed or is no longer accurate, Lessee shall have the obligation to immediately notify Lessor and to provide the new and accurate information.
- 7. Warranties of Lessor.** Lessor hereby represents and warrants that it has the right and authority to enter into this Agreement and to perform its obligations hereunder and that the person executing this Agreement on behalf of Lessor has been authorized to do so by Lessor.
- 8. Indemnification.** Lessee shall indemnify, defend and hold harmless Lessor and its parent, subsidiary and affiliated companies, and all owners, officers, directors, partners, agents, shareholders and employees of each such entity from and against any and all liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses of defending claims or litigation) or other injury or claim of injury arising, directly or indirectly, from or related to:
- a.** Lessee's use of the System or the cablecast of any material provided by Lessee hereunder.
 - b.** Breach by Lessee of any representation, warranty, covenant or other provision of this Agreement;
 - c.** Any claims which may be made by any governmental body or agency or any person or entity (including, but not limited to, Lessee or Lessee's agents or employees) in connection with Lessee's Programming or use of the System;

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- d. Any injury to any person (including without limitation Lessor's agents, employees, or invitees) or damage to any property (including without limitation Lessor's equipment or other assets) resulting from Lessee's Programming or use of the System;
 - e. The content of Lessee's Programming and/or Lessor's use and delivery thereof;
 - f. The violation of the rights of any third party, including without limitation any claims based on alleged or proven libel, slander, defamation, invasion of privacy, wrongful publicity, misrepresentation, obscenity, indecency or other forms of speech, whether protected or not by the Constitution of the United States or any state; infringement of common law or statutory copyright, literary right or music performance or synchronization right; unauthorized use of any trademark, trade name or service mark; breach of contractual or other obligations; and any other claim arising from the production, or insertion or transmission of Lessee's Programming or any advertisements in connection therewith.
9. **Indemnification Procedure.** Lessor shall give notice to Lessee, within a reasonable time after receiving notice of any claim, event or condition giving rise to a claim of indemnification. Lessor shall have the right to defend any claim by a third party with counsel of its own choosing (and to be indemnified for the fees and expenses of such counsel), but Lessee may participate in any such defense with its own counsel at its own expense. Lessor shall have the right to settle any such third party claim subject to the consent of Lessee, such consent not to be unreasonably withheld or delayed. In all cases, the obligation to indemnify shall survive the termination or expiration of this Agreement.
10. **Insurance.** If Lessor, in its discretion, determines that liability insurance is reasonably necessary, Lessor may require Lessee, at Lessee's sole expense, to obtain and keep in force, throughout the term hereof, with a reputable insurance company approved by Lessor and authorized to do business in the state in which the System is located, a policy or policies of liability insurance as described in Schedule B hereto, generally insuring against all perils and hazards and any negligent, willful, intentional or other conduct of Lessee, and all other risks reasonably associated with Lessee's obligations under this Agreement. If such insurance is required, the terms of coverage shall be as summarized in Schedule B.
11. **Termination.** This Agreement may be terminated in the event of any of the following:
- a. By either party in the event of any material breach by the other of any provision of this Agreement;
 - b. By Lessor, if Lessee fails to make any channel lease payment due hereunder.
 - c. By Lessor if Lessor ceases to provide cable television service over the System or if Lessee's use of the System would violate or would cause Lessor to violate any obligation of Lessor imposed by any governmental authority; or if, in the reasonable judgment of Lessor, the renewal of its franchise or license would or could be endangered by the continuation or implementation of this Agreement;

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- d. By either party, if termination is required by a final order of any court, governmental body or agency having jurisdiction;
- e. By Lessor, if Lessee should file, or should have filed against it, a petition in bankruptcy (voluntary or involuntary), or become insolvent;
- f. By Lessor if the obligations of Lessor to lease channel space pursuant to Section 612 of the Communications Act are repealed or are adjudged unconstitutional or otherwise invalid or unenforceable in a final, unstayed decision of any court of competent jurisdiction.

12. Disposition of Lessee's Material and Equipment. Upon termination of this Agreement, Lessee shall promptly remove any of its material and equipment from the facilities of Lessor. If Lessee fails to remove its equipment, Lessor shall have the right to remove and store Lessee's equipment at Lessee's expense, and following reasonable notice to Lessee, to sell such equipment at public or private sale and apply the proceeds of such sales against any balance owing to Lessor.

13. Limitation of Liability.

- a. This Agreement shall create no rights in any party other than Lessee. Lessor is not responsible to Lessee or any other party for signal quality or for outages of whatever duration and howsoever caused. If Lessor fails or is unable for any reason to perform any of its obligations pursuant to this Agreement and as a result subscribers do not receive Lessee's Programming or receive Lessee's Programming in a technically degraded form, Lessee's sole and exclusive remedy shall be a refund or credit for the amount of any lease payments attributable to the time period during which Lessee's Programming was not delivered. Similarly, Lessor shall not be liable for the safety of equipment, tapes, or other materials of Lessee that are in Lessor's possession, and in the event of any damage to any such equipment, tapes or other materials, for which Lessor is adjudicated liable, Lessor's liability shall be limited to the replacement cost of such material. Lessor has no duty to prescreen or monitor Lessee's Programming.
- b. Except as specifically provided in paragraph 13 a. above, Lessor shall have no liability for any claim, loss, damage, expense, or problem of any kind or nature, whatsoever. Nor shall there be any claim(s) against Lessor for any damages or losses (except as provided immediately above) based upon any breach of warranty, breach of contract, negligence, strict tort, and/or any other legal theory arising from or otherwise relating to (A) the deficiency or inadequacy of Lessor's cablecast for any purpose or purposes whatsoever, whether or not known by or disclosed to Lessor; (B) any deficiency or defect in the Programming and/or related programming materials; (C) the use or performance of Lessor's cablecast obligations; (D) any actual or claimed interruption or loss of cable services; and/or (E) any loss of business, income, revenue, profits, anticipated profits, and/or any consequential, incidental, special, direct, or indirect loss or damage to Lessee or third parties, whether or not resulting from any of the foregoing clauses or otherwise including, but not limited to, loss of savings or revenue, loss of use of the cable services and/or any associated goods, wares, or services, cost of capital, cost of procuring substitute cable or similar services, facilities and/or materials, down time, legal

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related costs and expenses and/or attorney fees, amounts which may become owing by the Lessee to third persons or entities as a result of the failure of Lessor to cablecast part or all of Lessee's Programming for any reason whatsoever, and the claims of other third persons or entities, including customers, clients, purchasers, and/or sellers or real property, brokers, dealers, agents, and any and all other injuries to person or property.

14. Use of Company Name.

- a. Lessee is prohibited from using Lessor's name, service marks or trade names in Lessee's advertising or in any other manner for any purpose without the prior written consent of Lessor. Lessee may use Lessor's name to identify the location of its Programming provided that wherever Lessee uses Lessor's name, Lessee shall also state the Lessee is not affiliated with Lessor.
- b. Lessee shall take all necessary measures to insure that there is no confusion between the Programming offered by Lessee and the services offered by Lessor and no confusion concerning the absence of any legal relationship between Lessee and Lessor. Lessor retains the right to insert messages into Lessee's Programming stating that Lessor is not responsible for Lessee's Programming and to review and approve Lessee's advertising and promotional materials, which materials will set forth a separate telephone number, different from that of Lessor, for parties to call who desire information about Lessee's Programming.

15. Sublease of Time on Leased Access Channel.

- a. If Lessee subleases time that it has leased pursuant to this Agreement, Lessee shall require any sublessee to adhere to all of the terms and conditions of this Agreement, except for the financial terms set out in Schedule A. If Lessor and Lessee have negotiated a rate that is less than the maximum allowable rate for commercial leased access, any subleasing pursuant to this paragraph shall cause the negotiated rate to immediately be set at the maximum allowable rate for commercial leased access.
- b. In the event of a sublease, the Lessee shall continue to be bound by the non-price terms and conditions of the Agreement, and any sublessee(s) shall be subject to the same non-price terms and conditions of this Agreement as the initial Lessee. Lessee shall immediately provide Lessor with notice of any sublease and a copy of the sublease agreement between Lessee and the sublessee. Lessee also shall provide the information required in the Channel Lease Application pertaining to each sublessee and its programming.

16. Miscellaneous.

- a. **Notices.** All notices and other communications provided for hereunder shall be in writing. If sent by mail, they shall be deemed received three (3) days after mailing. If sent by courier, overnight courier or fax, they shall be deemed received when receipt is confirmed. Notices and communications shall be sent to the following addresses:

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If to Lessor: _____

If to Lessee: _____

With a copy to Corporate Legal department:

One Court Square, 45th Floor
Long Island City, NY 11120
Attn: Regulatory Counsel

or to such other addresses as either party may designate to the other in writing.

- b. Assignability.** Except for subleases entered into pursuant to Paragraph 15 above, Lessee shall not relinquish, sublease, assign, sell or otherwise transfer its rights and obligations under this Agreement to any other person or entity without the express prior written consent of Lessor. Lessor may assign this Agreement, or any of its rights hereunder, without Lessee's consent, to any entity with which it may be merged or consolidated or which acquires all or substantially all of its assets, or the assets of the cable system which cablecasts Lessee's programming hereunder or to any corporation with which it is affiliated by common ownership or control. This Agreement shall inure to the benefit of and be binding upon the parties' permitted successors and assigns.
- c. Paragraph Headings.** Paragraph headings are for ease of reference only and are not to be utilized to expand, limit or otherwise modify the terms of this Agreement.
- d. Legal Status.** It is understood and agreed that the business to be operated by Lessee is separate and apart from any which may be operated by Lessor and no representation will be made by either party which would create an apparent agency, independent contractor or partnership relationship or suggest or imply a joint venture.
- e. Entire Agreement.** This document constitutes the entire agreement between the parties and supercedes all prior agreements and understandings concerning the subject matter hereof. Except as provided for herein, this Agreement may not be altered except by an instrument in writing signed by all parties hereto.
- f. Force Majeure.** Lessor's performance hereunder shall be excused by the occurrence of any Act of God, natural disaster, act of war, terrorist attack or other cause or occurrence beyond Lessor's reasonable ability to control.
- g. Reservation of Rights.** All rights not specifically granted to lessee under this Agreement are reserved to Lessor for its sole and exclusive use, and are exercisable by Lessor in its sole discretion.

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- h. No Waiver.** No waiver by either party of any provision of this Agreement, or any breach hereunder, shall be construed as a waiver of any other provision of this Agreement or of any subsequent breach of this Agreement.
- i. Confidentiality.** The parties agree that, should any dispute arise concerning this contract, neither party will directly or indirectly, cause any information regarding this contract or any disagreement or dispute regarding this contract or the parties' relationship or any related issue to be disseminated publicly. This includes, but is not limited to, contact with any news media source or other forum used for the dissemination of information.
- j. Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, except as provided specifically otherwise in this Agreement, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

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

Lessee:

Lessor:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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SCHEDULE A

CHANNEL PLACEMENT AND PAYMENTS TERMS

1. Channel Placement.

Lessor will cablecast Lessee's Programming on Channel _____ on the following days and times:

Date and time Programming will be cablecast for the first time:

Length of program: _____

Subsequent cablecasts:

Day(s): _____ Time(s): _____

Note: Reasonable efforts will be made to cablecast Lessee's Programming at the requested time or in a reasonably comparable time period; however, channel placement and times of cablecast are subject to change at the discretion of the Lessor. Lessee will be informed of any such change.

2. Method of Cablecasting

Lessee shall provide the material to be cablecast in the following format:
(VHS tape, 3/4" tape, DVD, satellite, microwave)

Delivery of the material to be cablecast will take place no less than ___ days prior to the date/time of scheduled cablecast. (this will differ based upon method of delivery)

3. Payment Terms.

Lessee agrees to pay for the Channel as set out in the foregoing agreement on the following terms:

Dollar Amount: \$ _____ per _____ (time period)

Date of first payment: _____ Frequency of Payment _____

In addition to the fees set forth in this paragraph, use by Lessee of Lessor's studio facilities, personnel, equipment or other technical support, if required, shall be the subject of a separate service agreement and shall be at an additional charge to Lessee.

4. Security Deposit.

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Lessee agrees to pay a security deposit of \$_____. The Security Deposit is due on _____, and will be refunded within sixty (60) days after the termination of the foregoing Agreement, less any amounts owing and unpaid by the Lessee at that time.

Schedule A to Channel Lease Agreement agreed to and accepted by:

Lessee: _____

By: _____

Print Name: _____

Title: _____

Date: _____

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SCHEDULE B

LIABILITY INSURANCE

Lessee shall obtain insurance coverage complying with the following requirements:

Amount of Coverage: \$_ Million Dollars (\$_,000,000.00)

The following requirements apply if checked:

1. Terms to cover any and all perils, hazards, negligent and willful conduct of Lessee.
2. Terms to cover broadcaster liability and errors and omissions.
3. Lessor to be additional insured.
4. Presentation of evidence of coverage will be required before Lessor will sign the Channel Lease Agreement.
5. Certificate to warrant that insurance shall not be canceled or modified except upon the delivery of 30 days' prior written notice to Lessor, such cancellation without replacement giving the Lessor the right to immediately terminate this Agreement
6. Certificate to indicate coverage for the entire term of this Agreement or Lessee shall provide (and shall continue to provide) subsequent certificates of insurance so as to provide to Lessor evidence of continuous insurance coverage that satisfies the above requirements throughout the term of this Agreement.

Schedule A to Channel Lease Agreement agreed to and accepted by:

Lessee: _____

By: _____

Print Name: _____

Title: _____

Date: _____

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SCHEDULE C

POLICY CONCERNING INDECENT PROGRAMMING ON COMMERCIAL LEASED ACCESS CHANNELS

As authorized by federal law, it is the policy of this cable system to refuse carriage of indecent programming on commercial leased access channels. Consequently, ***leased access users must not transmit, or submit for transmission, any such programming on any full-time or part-time leased access channel on this cable system.***

We do not intend to routinely pre-screen leased access programming for indecency. Rather, we will rely on the leased access channel user's warranty, made in the Channel Lease Agreement, that the leased access channel user will not transmit, or submit for transmission, any indecent program material. However, we reserve the right to pre-screen leased access programming from time to time, at our discretion. If, in pre-screening leased access programming or through notification from subscribers, officials, community residents or otherwise, we discover that the leased access programming contains indecent material, we will prohibit or reschedule transmission of that leased access programming or take other appropriate action. Any leased access user who transmits indecent programming, or submits such programming for transmission over this cable system, in violation of this policy and/or in breach of the warranties made in its Channel Lease Agreement will subject the Channel Lease Agreement to immediate termination.

Indecent material is defined by the federal Communications Act as "programming that the cable operator reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards." 47 U.S.C. § 532(h). In evaluating whether material is indecent, we will apply a good faith judgement under this standard, and may look to such explanations published by the FCC or other authority that may come to our attention.