

CONTENT SHARING AGREEMENT

This Content Sharing Agreement (this "**Agreement**") is entered into as of May ^{9th}, 2019 ("**Effective Date**"), by and between Multimedia Holdings Corporation d/b/a KUSA-TV, a South Carolina corporation with offices at 500 E. Speer Boulevard, Denver, CO 80203 ("**KUSA**") and Pikes Peak Television, Inc. d/b/a KRDO-TV, a Missouri corporation with offices at 399 S. 8th Street, Colorado Springs, CO 80905 ("**KRDO**"). KUSA and KRDO may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

WHEREAS, KUSA operates broadcast television stations KUSA-TV, Denver, Colorado, and its associated Digital Products (as defined below) (collectively, the "**KUSA Properties**"); and

WHEREAS, KRDO operates broadcast television station KRDO-TV, Colorado Springs, Colorado and its associated Digital Products (collectively the "**KRDO Properties**");

WHEREAS, the Parties desire to enter into a news content sharing arrangement in which they will exchange certain Content (as defined below) regarding business matters in their respective Territories (as defined below).

NOW, THEREFORE, in consideration of the mutual promises and covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms will have the definitions set forth below:

1.1. "**Affiliate**" means, with respect to either Party, an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party, where "control" means mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by contract, agreement, or otherwise.

1.2. "**Apps**" means smart phone, tablet, connected TV and/or other digital applications branded with a Party's Marks through which such Party distributes its Content.

1.3. "**Content**" means local video and/or audiovisual content originally produced by a Party (which may include raw, live-streamed, and/or packaged video) as to which such Party has the rights to grant a license to the other Party for use in accordance with this Agreement.

1.4. "**Digital Products**" means, collectively, a Party's Websites, Apps, and Social Media Accounts.

1.5. "**DMA**" means a Designated Market Area, as determined from time to time by Nielsen.

1.6. "**Licensee**" means the Party receiving rights to use the other Party's Content and/or Marks from the other Party hereunder.

1.7. **"Licensor"** means the Party granting rights to the other Party to use the granting Party's Content and/or Marks in connection with this Agreement.

1.8. **"Marks"** means a Party's trademarks, service marks and associated logos that such Party may provide to the other party from time to time for use in connection with this Agreement.

1.9. **"Properties"** means the KUSA Properties and/or the KRDO Properties, as the context requires.

1.10. **"Social Media Account"** means an account accessible through a third-party social media platform such as, but not limited to, YouTube, Facebook, Twitter, and Instagram, that is branded with a Party's Marks and through which such Party distributes Content.

1.11. **"Territory"** shall mean the Denver, Colorado DMA, in the case of KUSA, and the Colorado Springs, Colorado DMA, in the case of KRDO.

1.12. **"Websites"** means the 9News.com desktop and mobile websites, in the case of KUSA, and/or the KRDO.com desktop and mobile sites, in the case of KRDO.

2. **Use of Content.**

2.1. **Grant of Rights.**

2.1.1. **License.** During the Term, upon a Licensee's request from time to time, each Party, as Licensor, will provide such Licensee with certain Content for distribution on the Licensee's Properties. Each Licensee's distribution of the Licensor's Content on the Licensee's Digital Properties will be done via the Licensee's own or licensed video player. Each Party, as Licensor, hereby grants to the other Party, as Licensee, a perpetual (except as provided in Section 6.5 and 7.4 below), worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free right and license to use, copy, perform, display and transmit the Licensor's Content provided during the Term via the Licensee's Properties in a news, editorial, or informational context only. Notwithstanding anything to the contrary set forth herein, KRDO agrees that the grant of rights specified herein will include the right for KUSA to use KRDO's Content and Marks on its duopoly station in the Denver DMA, KTVD-TV. All uses of a Licensor's Content by the applicable Licensee hereunder will include the Licensor's Marks and other proprietary notices, as included within the Licensor's Content when delivered to the Licensee.

2.1.2. **Restrictions.** Each Licensee agrees that, without the Licensor's prior approval in each instance, it will not (i) remove, edit, alter or obscure the Licensor's Marks or any copyright or other proprietary rights notice embedded within the Licensor's Content, or (ii) authorize the display or use of the Licensor's Content by third parties other than as expressly set forth herein. For avoidance of doubt, except as expressly set forth herein (i.e., with respect to use of KRDO's Content by KTVD-TV) neither Party will provide the other Party's Content to any other television station or cable network, including stations within such Party's ownership group and stations sharing such Party's network affiliation).

[REDACTED]

2.2. Attribution. The Licensee shall attribute any Content provided by the Licensor that is published or displayed by the Licensee on the Licensee's Properties to the applicable Licensor Property from which the Content originated, as designated by the Licensor at the time it makes the Content available. Such attribution must also include the byline and/or other credit for the Content, as designated by the Licensor at the time it makes the Content available. Any logo usage must be appropriate to media content and not compromised due to length of the Content.

2.3. Delivery of Content. Each Party will provide its Content to the other Party on an as-requested basis. The requesting Party will contact the other Party's POC (as defined below) to request specific items of Content for use hereunder, and the other Party's POC will promptly arrange for delivery of such Content via a mutually agreed-upon method of transmission. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3. Content Collaboration.

3.1. Daily Collaboration. During the Term, the Parties, through their respective POCs, will work together on a daily basis, as time permits, to share story ideas and lists for use for purposes of understanding the news issues impacting the other Party's Territory and to drive story ideas.

3.2. On-Air Appearances. Each Party agrees to provide reporters on an as-available basis for appearances on the other Party's broadcast newscasts upon reasonable request in connection with breaking news events.

3.3. Joint Content. During the Term, the Parties may work together to jointly develop news stories (e.g., in connection with breaking news events or joint investigations) and/or other Content for use across both Parties' Properties. Any such Content is referred to in this Agreement as "Joint Content."

4. Operational Contacts. Each Party will designate an operational point of contact (each a "POC") who will be primarily responsible for handling all matters that may arise under this Agreement. Each Party's POC (or such person's designee) will be reasonably available to respond to questions from the other Party that pertain to the matters contemplated by this Agreement.

5. Promotion. Each Party may, but will not be obligated to, promote the relationship contemplated by this Agreement as it sees fit, including via its respective Properties. Any promotional

efforts undertaken by a Party hereunder will be subject to the other Party's prior approval, not to be unreasonably withheld. Any Party seeking to engage in promotion hereunder will coordinate such proposed promotional efforts through the other Party's POC.

6. **Editorial Control; Removal and Updates.**

6.1. **No Modifications.** Each Party shall maintain sole editorial control over, and determine in its sole discretion, the Content it provides to the other Party pursuant to this Agreement. Neither Party may modify, edit, or otherwise make changes to the Content it receives from the other Party pursuant to this Agreement, except that each Party shall have the limited right to make technical formatting changes to the Content it receives from the other Party, as it deems reasonably necessary, solely to allow the broadcast, publication or display (as applicable) of such Content on the receiving Party's Properties (and so long as such changes do not affect the meaning of the Content).

6.2. **Right to Reject.** Each Party will, in its sole discretion, determine which (if any) Content provided by the other Party pursuant to this Agreement to publish, display, or broadcast (as applicable) on its own Properties. For clarity, neither Party shall have an obligation to accept, broadcast, publish or display any of the Content it receives from the other Party under this Agreement. In the event either Party for any reason rejects any of the other Party's Content for broadcast, publication or display, the Parties may, but are not obligated to, mutually cooperate to resolve any issues to provide alternative Content that is acceptable to the rejecting Party.

6.3. **Placement of Content.** The placement of the Licensor's Content within the Licensee's newscasts and/or on the Licensee's Digital Products shall be determined solely by the Licensee.

6.4. **Content Complaints.** If either Party, as Licensee, receives any communication challenging the accuracy of any Content provided by the Licensor hereunder or any claim that any Content provided hereunder violates any applicable law, regulation or rights of a third party (collectively, a "**Content Complaint**"), such Licensee will promptly inform the Licensor in writing (and will include with such notice a copy of the applicable Content Complaint). The Licensor, in its sole discretion, may decide to publish a statement or article to correct, clarify, or retract the Content referenced in the Content Complaint or the offending portion thereof (collectively, a "**Correction**"), and if such Licensor does publish such a Correction, it will promptly provide the Licensee with a copy thereof for publication on such Licensee's Properties. The Licensee will not be obligated to publish the Correction; provided, however, that the Licensor will not be obligated to indemnify the Licensee pursuant to Section 13 in connection with any Claims (as defined in Section 13) pertaining to such Content to the extent the Claims would have been avoided if the Licensee had published the Correction.

6.5. **Removal of Content.** Each Party shall promptly remove any particular Content from its respective Digital Products (including any archives within such Party's control), as requested by the Licensor, if the Licensor believes in good faith that such Content contains an error, misrepresentation, or material that the Licensor did not have the right to license to the Licensee hereunder, or otherwise should not be displayed. In addition, if requested by the Licensor, the Licensee shall, promptly after receipt of such request from the Licensor, publish on its respective Digital Products any updates, amendments, corrections and retractions provided by the Licensor to any previously provided Content.

7. Term; Termination.

7.1. Term. The term of this Agreement will commence as of the Effective Date, and unless terminated earlier as set forth herein, will remain in effect for a period of one (1) year ("Term"). This Agreement shall not renew or otherwise extend except upon mutual written agreement of both Parties.

7.2. Termination for Breach. Either Party may terminate this Agreement in the event of a material breach of this Agreement that remains uncured for a period of fifteen (15) days following receipt of written notice of such breach from the non-breaching party.

7.3. [REDACTED]

[REDACTED]

7.4. Effects of Termination. Upon any expiration or termination of this Agreement, all licenses granted by either Party to the other Party hereunder will immediately terminate, and thereafter neither Party will have any right hereunder to receive and use new Content from the other Party, or to use the other Party's Marks, except that each Party will have the perpetual right to continue to use any Content provided by the other Party during the Term for historical purposes (e.g., a Party may continue to display Content from the other Party in the same context in which such Content was originally used hereunder, such as in connection with an archived newscast, but may not repurpose such content for other purposes or continue to display Content from the other Party on a standalone basis).

8. [REDACTED]

[REDACTED]

9. Trademarks. Each Party hereby grants to the other Party a limited, non-exclusive and non-transferable (except for authorized assignments or transfers in accordance with Section 17, below) license (without the right to sublicense) to use, reproduce and display the other Party's Marks (defined below) solely as necessary to exercise such Party's rights and to perform such Party's obligations set forth in this Agreement and for no other purpose. Each party's use of the other Party's Marks shall be in compliance with the other Party's then-current trademark usage guidelines provided to such Party in writing. Should a Party find objectionable any use of its Marks by the other party, such Party will have the right to revoke, with respect to the objectionable use, the rights granted to the other Party under this Agreement to use such Marks, and the other Party will immediately cease using the applicable Marks in the manner found objectionable by the licensor of such Marks. Each Party shall retain all right, title and interest (including all intellectual property rights) in and to its Marks, and the other Party shall do nothing inconsistent with such ownership nor use the other Party's Marks in any way other than as provided herein. Each Party's use of the other Party's Marks shall inure to the benefit and be on behalf of such other Party, and any such use will not create in the using Party any right, title or interest in the other Party's Marks.

10. Ownership.

10.1. Licensor Content. Each Party shall maintain all right of ownership, title and copyright interest in and to its Content, Properties and Marks and any portion thereof, and the other

Party shall have no right to use any of the foregoing except as expressly permitted under this Agreement.

10.2. Joint Content. The Parties will jointly own all right title and interest in and to the Joint Content, without any right or duty of accounting to the other party and in relation to which each Party shall, and does hereby, assign and convey to the other all rights, titles and interests necessary to give full effect to such joint ownership, provided, however, that neither Party may license or otherwise provide or make available the Joint Content to any third party (including, without limitation, such Party's Affiliates and associated broadcast networks), without the other Party's prior written approval in each instance.

11. Representations and Warranties.

11.1. General Representations and Warranties. Each Party represents and warrants to the other Party that (i) its execution, delivery, and performance of this Agreement is duly authorized by all requisite corporate authority and its execution, delivery, and performance of this Agreement does not and shall not violate any other material agreement to which it is a party; (ii) it is the sole owner and operator of its respective Properties as identified in this Agreement; (iii) it has received no notice from any third party, and has no reason to believe, that any of its Marks infringe upon any intellectual property owned by any third party; and (iv) it and its respective Properties shall comply with all applicable federal, state and local laws and regulations in connection with such Party's performance under this Agreement.

11.2. Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER PARTY MAKES EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS THAT ITS RESPECTIVE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER PARTY SHALL BE RESPONSIBLE FOR CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS TO OR ON ITS RESPECTIVE WEBSITES.

12. Limitations of Liability. EXCEPT WITH RESPECT TO THE PARTIES' RESPECTIVE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification.

13.1. Scope. Each Party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party, its Affiliates, successors, and assigns, and their respective directors, officers, employees, and agents (each an "**Indemnified Party**") from and against any and all damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred in connection with any claims, actions, suits, demands, or proceedings of any kind threatened, asserted, or filed by any third party against any Indemnified Party resulting from (i) the Indemnifying Party's breach or alleged breach of any of its representations, warranties, or obligations hereunder; (ii) the Indemnifying Party's operation of its Properties, including any advertising displayed thereon; (iii) the Indemnifying Party's Content or Marks as provided by the Indemnifying Party and used in accordance with this Agreement, including the infringement, misappropriation, or violation of the intellectual property rights of any third

party or any other right of a third party, or any claim that the Indemnifying Party's Content is libelous or defamatory or violates any rights of privacy or publicity; (iv) any edits, modifications, or changes made by the Indemnifying Party to the other Party's Content; or (v) the manner of use and publication of the other Party's Content by the Indemnifying Party other than as specifically licensed herein.

13.2. Process. The Indemnified Party seeking indemnification hereunder shall promptly inform the Indemnifying Party of any suit or proceeding filed against the Indemnified Party for which the Indemnified Party is entitled to indemnification hereunder (provided, however, that failure to give prompt notice will not relieve the Indemnifying Party of any liability hereunder, except to the extent the Indemnifying Party has suffered actual material prejudice by such failure). The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party shall have the right, but not the obligation, at its sole expense to participate in (but not to control) the defense of any such suit or proceeding. An Indemnifying Party will not settle any such action without the written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed).

14. Confidentiality.

14.1. Definition. "Confidential Information" means any and all information that is disclosed by or on behalf of one Party to the other Party and is designated as confidential or proprietary by the disclosing party at the time of disclosure or otherwise would reasonably be understood by the receiving party under the circumstances to be confidential or proprietary. Confidential Information includes the terms (but not the existence) of this Agreement. "Confidential Information" shall not include information that (A) is, as of the time of its disclosure, or thereafter becomes part of the public domain through no breach of this Agreement by the receiving Party; (B) was known to the receiving Party as of the time of its disclosure without an obligation of confidentiality; (C) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (D) is subsequently learned from a third party that, to the receiving Party's knowledge, is not under a confidentiality obligation to the disclosing Party.

14.2. Restrictions. The Parties agree that, during the Term of this Agreement and for two (2) years thereafter, (i) they will keep all Confidential Information in strict confidence and protect all Confidential Information from unauthorized use or disclosure using the same degree of care as such Party treats its own sensitive business information of like kind, but in no event less than reasonable care; (ii) they will not, directly or indirectly, disclose any Confidential Information to anyone outside of the Parties, except with the prior written consent of the Party supplying the Confidential Information; and (iii) they will not make use of any Confidential Information for their own purposes or for the benefit of anyone other than the Parties, except as necessary to exercise their rights or perform their obligations hereunder. Upon termination or expiration of this Agreement, or at any time either Party shall so request, the other Party will deliver promptly to the requesting Party, or, at the requesting Party's option, will destroy, all Confidential Information obtained hereunder (and all copies thereof) belonging to the requesting Party that the other Party may then possess or have under its control.

14.3. Permitted Disclosure. Notwithstanding anything in this Agreement to the contrary, either Party may disclose the Confidential Information of the other Party to its personnel, agents and advisors (including legal and financial advisors) who have a need to know such information in connection with the exercise of a Party's rights or performance of its obligations hereunder and who are

obligated to keep such information confidential. Each Party will instruct its personnel and/or agents, as applicable, as to their obligations under this Agreement. Either Party may disclose the Confidential Information if such disclosure is required by law, court or other governmental authority; provided, however, that such Party will notify the other Party in writing in advance of such disclosure, and will provide the other Party with copies of any related information, so that the Party may have a reasonable opportunity to take appropriate action to protect its Confidential Information.

15. **Notices.** Any notice provided pursuant to this Agreement will be in writing, will be sent to the applicable Party at the address set forth in the preamble, above, and will be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, five (5) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested; (iii) if sent via overnight courier, upon receipt; or (iv) if sent via email, upon confirmed receipt, provided that notice sent via email must also be sent by one of the other methods specified above. Notices sent to KRDO will be sent to the attention of Mark Pimentel, General Manager, 399 S. 8th Street, Colorado Springs, CO 80905. Notices sent to KUSA will be sent to the attention of Mark Cornetta, President and General Manager, with a copy to TEGNA Inc., 8350 Broad Street, Tysons, VA 22102, Attn: Law Department, lawdept@tegna.com. Either Party may change its address or its designated addressee by giving written notice to the other Party in accordance with the terms of this Section 15.

16. **Independent Contractor.** Neither this Agreement nor the cooperation of the Parties contemplated under this Agreement shall be deemed or construed to create any partnership, joint venture or agency relationship between the Parties. Except as otherwise expressly permitted in this Agreement, neither Party is, nor will either Party hold itself out to be, vested with any power or right to bind the other Party contractually or act on behalf of the other Party as a broker, agent or otherwise.

17. **Assignment.** Neither Party may assign its rights, duties or obligations under this Agreement to any third party in whole or in part, without the other Party's prior written consent, except that either Party may assign this Agreement without the other party's prior written consent to: (i) a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger; or (ii) a purchaser of all or substantially all of such Party's assets. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the respective permitted assignees, transferees and successors of each of the Parties.

18. **Force Majeure.** Neither Party will be responsible for any delay, interruption or other failure to perform its obligations under the Agreement to the extent due to acts, events, and causes beyond the control of the responsible Party, including, but not limited to, weather or other acts God, explosions, failure of third party suppliers, fires, acts of government, labor disputes, riots, strikes, terrorist activities, or war. If the act or condition beyond a Party's reasonable control that prevents that Party from performing any of its obligations under this Agreement continues for fifteen (15) days or more, then the other Party may terminate this Agreement immediately upon written notice to the non-performing Party.

19. **No Publicity.** Unless required by law, no Party will, without the prior written approval (email to suffice) of the other Party, issue any press release or similar public announcement relating to the existence or terms of this Agreement.

20. **Non-Exclusivity.** Nothing in this Agreement limits the ability of either Party (i) to enter into other agreements with third parties with respect to arrangements similar in nature to or the same

as those covered under this Agreement; or (ii) to provide goods or services that compete with the goods or services of the other Party.

21. **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 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.

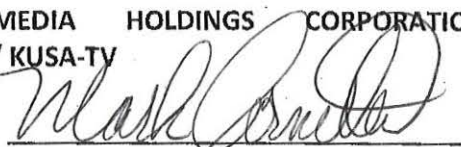
22. **Miscellaneous.** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect. This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous communications, understandings and agreements, oral or written, regarding such subject matter. This Agreement may be modified only in a writing signed by both Parties. The waiver or failure of either Party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. Except as otherwise expressly specified in this Agreement, each party will bear its own costs and expenses arising out of the performance of its obligations under this Agreement. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the Parties may otherwise have at law or equity. Section headings are for convenience only, and will not be used to interpret this Agreement. Sections 6.5, 7.4, 10, 11, 12, 13, 14, 15, 16, 21, and 22 shall survive the expiration or termination of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MULTIMEDIA HOLDINGS CORPORATION
D/B/A/ KUSA-TV

By:



Name:

MARK CORNETTA

Title:

PRESIDENT & GENERAL MANAGER

PIKES PEAK TELEVISION, INC. D/B/A KRDO-TV

By:



Name:

MARK PIMENTEL

Title:

GM - KRDO TV - AM - FM