

## PRIVATE COPYRIGHT LICENSE

THIS AGREEMENT is made as of the 27<sup>th</sup> day of June, 2016 (the “**Effective Date**”), by and between WideOpenWest Finance, LLC, on behalf of one or more of its affiliated entities (“**Operator**”), and Jamie Cooper Television, Inc (“**Licensee**”), affiliated with the broadcast television station known as ZTV-11, licensed to WTZT (“**Station**”).

WHEREAS, Operator, or an entity controlling, controlled by or under common control with Operator, owns or manages cable television or multi-channel video programming distribution system(s) in and around the Station’s Designated Market Area (a “**DMA**”) (collectively, the “**System(s)**”); and

WHEREAS, Licensee and Operator desire to have the Station retransmitted over the Systems as provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreement set forth herein, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and continue through June 30, 2019 (the “**Term**”), unless earlier terminated in accordance with the provisions of this Agreement.

2. Rights to Terminate.

(a) Operator may at any time terminate this Agreement and/or cease distributing the Station with respect to any or all System(s) upon providing sixty (60) days’ prior written notification to Licensee, if the Station fails (x) to deliver a “good quality signal” as defined by the FCC (the “**Signal**”) for more than seven (7) consecutive days or for more than thirty (30) days in the aggregate during the Term; or (y) for any reason other than the reasons provided in Section 9 (Force Majeure) under the General Terms and Conditions attached hereto, to deliver a good quality signal for the Station to Operator’s Headend (as defined under Section 4(c)) or to transmit the Signal over-the-air.

(b) In addition, a System may cease carrying the Signal if such System (x) retransmits the signal of another station in the DMA encompassing such System that is affiliated with the same network as the Station or whose signal “substantially duplicates” that of Licensee’s Station; (y) is outside of the Station’s DMA or (z) carries the signal of a satellite-delivered cable network whose content “substantially duplicates” that of the Licensee’s Station.

(c) In the event that Operator no longer owns or manages a System, Operator may terminate this Agreement with respect to such System.

(d) Either party may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach, provided that such material breach is not cured within thirty (30) days of such notice.

3. Additional Systems. Operator shall have the right but not the obligation to include as a System under this Agreement any cable television or other multi-channel video programming distribution system that is (a) located within the Station's DMA; or (b) is outside of the Station's DMA but interconnected to the Headend, which Operator, or any entity controlling, controlled by or under common control with Operator, holds an ownership interest in, manages, operates, programs or is affiliated with, and that desires to carry the Signal and is not already listed in Exhibit A (each an "**Additional System**"). Any other agreement with respect to the Signal and such Additional System shall be deemed terminated upon such Additional System being added to this Agreement by Operator as a System, notwithstanding anything to the contrary contained in any such other agreement.

4. Station and Signal.

(a) Grant of Rights. Licensee hereby grants to Operator and Operator hereby accepts the non-exclusive right and license during the Term to retransmit the Signal over the Systems on a channel pursuant to the terms and conditions hereof, including without limitation for all periods of distribution of the Signal by Operator, the right and license to exhibit and distribute on the System(s) the programming broadcast via the Signal. Station also grants to Operator the right to use the channel numbers, call letters and/or logos of the Signal, and programming carried on the Signal, in order to advertise, market and promote the availability of the Signal on the Systems, including (without limitation) via television, radio, print and Internet advertising. Station shall provide the logos for Operator's use on its electronic programming guide.

(b) Carriage. To the extent a System retransmits the Signal, such System shall retransmit the primary video and accompanying audio portion of the Signal, closed captioning data contained in line 21 of the vertical blanking interval and, to the extent technically feasible, program-related material carried in the vertical blanking interval or on subcarriers. Operator may in its sole discretion retransmit the Signal either in a digital format or in a converted analog format or both. As long as a System carries the Signal in accordance with the carriage and channel positioning obligations set forth in this Agreement, such System may also carry the Signal on any other level of service and/or on any other channel position. Under no circumstances shall Operator be required to carry any multicast programming contained within the Signal or to distribute as part of the Signal any interactive element or transactional application that requires use of a two-way cable plant (and, to the extent that Licensee includes any such interactive element or transactional application as part of the Signal and Operator desires to remove such materials from the Signal, Licensee shall promptly reimburse Operator for its costs associated therewith upon receiving an invoice therefor).

(c) Technical Provisions. Licensee shall deliver a quality digital Signal to Operator's designated headend facilities, which are currently located at 2401 10<sup>th</sup> St SW Huntsville, AL 35805 (the "**Headend**"), during the Term. Licensee shall be solely responsible for the costs to transmit the Signal to the Headend, including, without limitation, by providing any equipment required to transmit, receive and process the Signal



either over the air or via fiber-optic line, and will work with Operator to procure any required fiber-optic lines and resources if necessary for transmission and receipt of the Signal, including, but not limited to, fiber-optic-related equipment and the reasonable costs of installing any such equipment, including applicable engineering and personnel costs, which may be required at the Headend. Operator may transport the Signal from the Headend to other Systems interconnected to the Headend. Operator will retain ownership of all equipment provided to Operator for the delivery of the Signal to the Headend via fiber-optic line. All portions of the Signal shall not exceed a mutually agreed upon maximum number of megabits per second data stream. The Signal shall be delivered by the Station in a form compliant with current Advanced Television Systems Committee standards. In addition to Operator's rights and obligations hereunder, and notwithstanding anything to the contrary herein, Operator shall have the right to digitize, compress, reformat, transcode or otherwise technologically manipulate the Signal (or any portion(s) thereof). Operator retains and reserves all rights in and to all signal distribution capacity within the bandwidth of the Signal other than the bandwidth used at any given time dedicated to the distribution of the Signal ("**Ancillary Signal Capacity**"). Nothing contained herein shall restrict Operator or the Systems from using any or all of the Ancillary Signal Capacity by any means and for any purpose. Notwithstanding the foregoing or anything to the contrary herein, it is understood that customer premises equipment, including but not limited to set-top boxes, cable cards and television sets, may not be compatible with the Signal (or portion(s) thereof) and that Operator shall have no responsibility for the ability or performance of such equipment, whether provided by Operator or the subscriber, to process or display such Signal (or any portion(s) thereof) as delivered by Operator. Subject to the preceding sentence, all material, including, but not limited to, programming, advertising or other promotional material, received at the Headend from Licensee must be viewable simultaneously by all receivers of the Signal from the Headend, whether received off-air or via cable or other video distribution system. Licensee or Station may not sell, insert or transmit to the Systems any programming, advertising or other promotional material that is designated to be received only in particular zone(s) or area(s).

(d) Carriage/Channel Position. Effective no later than the later of the Effective Date or thirty (30) days after the full satisfaction of the Technical Provisions as detailed under Section 4(c) above, to the sole satisfaction of Operator, Operator shall launch the Signal in a mutually agreed upon format on the digitized expanded basic level of service on each System listed on Exhibit A. Notwithstanding anything to the contrary contained in this Agreement, Operator (x) may retransmit the Signal (including any portion(s) thereof) in a digital format (i.e. high-definition, standard definition and/or in a converted to analog format), and (y) reserves the right to reposition the Signal on any System during the Term to any cable channel position upon providing Licensee with thirty (30) days prior written notification.

5. No License Fee; Copyright Matter/Fees

(a) No License Fee. In consideration of Operator's commitment (subject to the terms and conditions of this Agreement) to distribute the Signal to its subscribers,

there shall be no license fee or other consideration payable by Operator for carriage of the Signal throughout the Term.

(b) Copyright Matters/ Fees. Licensee and/or Station hereby grants a private copyright license to Operator, which shall include the non-exclusive right and license during the Term to perform and retransmit, in connection with retransmission of the Signal broadcast by such Station, all copyrighted works (including without limitation music programming) as exhibited on the Signal during all periods of distribution covered by the Term, through to each Subscriber receiving such Signal, thereby superseding the compulsory license requirements in 17 U.S.C. §111 that would otherwise be applicable to Operator's retransmission of the Signal.

6. Must-Carry. If mandatory statutory or regulatory carriage obligations are imposed upon Operator or any System with respect to the Signal (or any portion(s) thereof), the Station hereby waives its rights to such mandatory carriage of its Signal (or such portion(s) thereof) during the Term and agrees to be bound solely by the terms hereof.

7. Other Considerations.

(a) Operator Promotional Time. Licensee will provide Operator with six-hundred (600) thirty-second (:30) local commercial availabilities on the Signal carried by Operator during each calendar year (and which shall not exceed a maximum of one-hundred (100) thirty-second (:30) local commercial availabilities in any given month) of the Term. The number of local commercial availabilities provided for in this section shall be prorated with respect to any partial calendar month or calendar year period and local commercial availabilities expire every twelve-month period and do not accrue year-over-year. Operator shall utilize such local commercial availabilities on the Station for the promotion of Operator's programming and services, including, but not limited to, programming tiers or levels of service. Such local commercial availabilities shall be spread over the various day-parts and evenly distributed throughout each calendar month. Operator shall have the sole responsibility to produce and provide the promotional spots no later than five (5) business days prior to the desired airdate, at its sole cost, to the Station and in a broadcast ready format.

(b) Branding & Promotion. Licensee agrees to promote Operator's carriage of the Station on its Systems in all marketing and promotional efforts, including, but not limited to, newspaper, radio and billboards that may exist from time to time. In addition, Licensee will include a "mention" of Operator's carriage of the Signal on the Systems in a substantial majority of all "on-air" promotional efforts. The placement of such mentions shall be at the sole discretion of Licensee. In addition, Licensee will include Operator's logo and a "banner" advertisement on the Station's website and will include a hot link to Operator's portal during the Term. The use of Operator's logo or trademark shall be subject to Operator's prior approval.

(c) Video-on-Demand; TVE. Licensee shall provide to Operator for exhibition on a Video-On-Demand ("VOD") basis on the Systems with VOD functionality (a) local programming and (b) network and/or syndicated programming,



broadcast by Station that is provided to any other party for exhibition and/or distribution on a VOD basis and/or that Station is not prohibited (according to the advice of Station's legal counsel) from providing for exhibition and/or distribution on a VOD basis (the "**VOD Content**"). Such VOD Content, and the local advertising, promotional, sponsorship or other material within the VOD content, shall be provided to Operator in a real-time encoded format, as allowed by the agreement between Licensee and the applicable network, for exhibition to Operator's subscribers on a VOD basis (but only if Licensee provides the VOD Content to any other multi-channel video program distributor in such encoded format). Programs that air daily or weekly may be made available for VOD exhibition by Operator immediately after they air. For clarity, it shall be at Operator's sole discretion whether to distribute the VOD Content from time to time, but if it does so, Operator shall exhibit the VOD Content with all advertisements, promotions and public service announcements shown during the original broadcast of such content by Station. In addition, if from time to time during the Term, Licensee grants so-called TV Everywhere rights with respect to the programming within the Signal to any other video provider serving subscribers within the DMA encompassing the System(s), Licensee shall immediately notify Operator thereof in writing and offer the same rights to Operator on substantially similar terms (and for clarity, Operator may accept or reject such terms in its sole discretion).

8. Advertising Restrictions. So long as this Agreement remains in effect and Operator is distributing the Signal on any System(s), Station shall not broadcast any messages from Operator's competitors engaged in the sale of video services, high-speed internet service, and/or telephony services that disparage Operator, Operator's businesses and/or uses Operator's marks or name.

9. General Terms and Conditions. This Agreement shall be subject to the General Terms and Conditions attached hereto and made a part hereof.

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

**WIDEOPENWEST FINANCE, LLC**

By: 

Title: SVP Programming & Ad Sales

**Jamie Cooper Television, Inc.**

By: 

Title: VP

Address: 217 Briarwood Circle  
Athens, AL 35613

## **GENERAL TERMS AND CONDITIONS**

### **1. Representation and Warranties.**

(a) Operator represents and warrants that it has the authority to enter into this Agreement and to perform all of its obligations hereunder.

(b) Licensee represents and warrants that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) it is the exclusive primary affiliate of ZTV-11 for the DMA; (iii) the Signal shall comply with and will continue to comply with all laws, rules and regulations applicable to Licensee's performance hereunder; and (iv) Licensee owns or has obtained all necessary copyrights and licenses authorizing the System(s) to retransmit the programming broadcast by the Station free and clear of any and all claims, rights and obligations whatsoever.

2. **Indemnification.** Licensee shall indemnify, defend and forever hold harmless Operator, and Operator's affiliates, and the respective present and former officers, directors, employees, agents, licensees and affiliates thereof, from and against any and all claims, losses, damages, costs and expenses (including without limitation reasonable attorneys' fees) related to or arising out of: (a) the exhibition, distribution or other exploitation of content or any portion thereof of the Signal or any element thereof (including but not limited to allegations of libel, slander or defamation, violations of trademark, copyright, rights of privacy or publicity, or literary or dramatic rights of any person); (b) any breach of any covenant, representation or warranty made hereunder by Station or Licensee; (c) any failure by Station or Licensee to perform any obligation hereunder; (d) any copyright royalty fees, including without limitation any compulsory license fees under 17 U.S.C. § 111, resulting from carriage of the Signal on any of the System(s) for all periods of retransmission by Operator; (e) the sale or marketing of any products or services by, through or on the Signal to any person who may use, consume or be affected by such products and services sold or marketed by, through or on the Signal, including, without limitation, claims related to product liability, patent, trademark, copyright infringement, rights of privacy or publicity, express or implied warranties, warranties relating to compliance with any applicable governmental laws or regulations and personal injuries (physical, economic or otherwise); (f) Licensee's failure to comply with any laws, rules, regulations or court or administrative decrees to which it is subject or any other failure on Licensee's part that causes Operator or any affiliate of Operator to violate any law, rule, regulation or court or administrative decree; or (g) Licensee's failure to acquire and maintain throughout the Term all rights, licenses and permissions, including, but not limited to, a through-to-the-viewer music license, necessary for the quiet enjoyment of all rights granted to Operator hereunder. This Section 2 shall survive the termination or expiration of this Agreement indefinitely.

3. **No Joint Venture.** Nothing contained herein shall be deemed to create, and the parties do not intend to create, any relationship of partners or joint ventures as among Operator, Station and Licensee with respect to this Agreement.



4. Subscriber Relations. Neither Licensee nor Station shall adversely interfere in any way with Operator's or any System's subscriber or community relations, including, without limitation, initiating contact or engaging in communication with respect to this Agreement or the carriage of the Signal with any subscriber, any government franchising authority or other community official, or any competing video provider serving subscribers in the same DMA as the System(s), of a nature disparaging to Operator or the System(s). This Section 4 shall survive the termination or expiration of this Agreement indefinitely.

5. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision of this Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

6. Applicable Law. This Agreement, and all collateral matters relating thereto, shall be governed by and construed under the laws of the State of New York applicable to agreements fully made and performed therein and is subject to the Communications Act of 1934, as amended, and all applicable FCC rules and regulations.

7. Assignment. Neither party shall transfer or assign its rights or obligations hereunder to any other entity without the prior written consent of the other party, provided that Operator may, without consent, assign this Agreement to any entity controlling, controlled by, or under common control with Operator, or to any person or entity that acquires all or substantially all the assets of Operator or to a person or entity acquiring a System.

8. Waiver. No term or condition of this Agreement shall be deemed waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the party against whom such waiver or excuse is claimed.

9. Force Majeure. Any delay, preemption or other failure to perform caused by factors beyond the parties' control, such as an act of God, labor dispute, non-delivery by program suppliers, war, riot, technical breakdown, or government order or regulation, shall not result in a default of this Agreement. Each of the parties shall exercise its reasonable efforts to cure any such delays and the cause thereof, and performance under the terms of this Agreement shall be excused for the period of time during which such factor continues.

10. Limitation on Remedy. Except with respect to the indemnification obligations described in Section 2 of these General Terms and Conditions for third party claims, neither Licensee, Station, Operator nor the Systems shall be liable for incidental, consequential or special damages (including without limitation loss of profits or revenues) in connection with any suit or cause of action arising out of or related to this Agreement.

11. Notices. Any notices required by this Agreement shall be in writing and shall be deemed given when personally delivered, or if mailed by certified or registered mail, return

receipt requested, three (3) days after deposit in the United States Mail, postage prepaid, to the address listed below. If telecopied, notice shall be deemed given when telecopied and confirmed via telephone, or if sent by nationally recognized overnight courier, the next business day following when deposited with such overnight courier.

To Operator: **WIDEOPENWEST FINANCE, LLC**  
7887 E Belleview Avenue, Suite 1000  
Englewood, CO 80111  
Attention: Chief Executive Officer (with a copy to Director  
of Programming)

To Licensee: As set forth on the signature page hereof, attention General  
Manager.

12. Confidentiality. Neither Operator, the Systems, Licensee nor Station shall disclose (whether orally or in writing, or by press release or otherwise) to any third party any information with respect to the terms and provisions of this Agreement, any information contained in any data or report required or delivered hereunder, or any materials related thereto, except: (a) to the respective officers, directors, employees, auditors, attorneys of each party, merger partners, or potential buyers of such entity or its assets, and to the extent that any System hereunder is jointly owned between Operator and another entity, such other entity, and then only on a need-to-know basis, in their capacity as such; (b) to the extent necessary to comply with the law or with the valid order of an administrative agency or court of competent jurisdiction (redacted to the greatest extent permissible); (c) as part of the parties' normal reporting or review procedures; or (d) to enforce the parties' obligations hereunder. This Section 12 shall survive the termination or expiration of this Agreement for a period of 3 years.

13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements and representations between the parties with regard to such subject matter. This Agreement shall not be amended, modified or altered except in writing as signed by the duly authorized representatives of the parties.



**EXHIBIT A**

**SYSTEMS AND STATIONS**

Huntsville, AL

WTZT