

AFFILIATION AGREEMENT

This Affiliation Agreement (this "Agreement") is entered into by and between **AT&T SPORTSNET ROCKY MOUNTAIN, LLC** (formerly known as **DIRECTV SPORTS NET ROCKY MOUNTAIN, LLC**) ("Network") and **CENTRAL TELCOM SERVICES, LLC d/b/a CENTRAL UTAH TELEVISION**, a Utah limited liability company, for itself and on behalf of itself and its controlled affiliates (collectively, "Affiliate"), executed on August 20, 2018 (the "Execution Date"), and effective as of October 1, 2018 (the "Effective Date"). In consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the sufficiency of which are acknowledged, Network and Affiliate agree as follows:

1. **DEFINITIONS.** The following terms, when used with initial capital letters, will have the following meanings.
 - a. "Affiliate System": Any Video Programming Distribution System that distributes the Service solely by way of distribution methods permitted under Section 2.a. (each Affiliate System is listed on **Exhibit D** as **Exhibit D** may be supplemented or modified pursuant to Section 2.b) and any other Affiliate System authorized by Network to distribute the Service.
 - b. "Authorized Device": Any electronic device that is authorized by Affiliate for use by a Service Subscriber to (i) enable the reception or decoding of signals of video programming services for viewing solely on a consumer television set or monitor capable of receiving television signals or (ii) store video programming services in a digital format that is intended to be connected to a consumer television set or monitor, in each case, solely for use by a Service Subscriber within such Service Subscriber's residence, or, in the event that the Service Subscriber is a Commercial Subscriber, for use within such Commercial Subscriber's premises.
 - c. "Base Rate": The rate charged by Network to Affiliate on a monthly basis for each Service Subscriber that is a Residential Subscriber, as more particularly described in **Exhibit C**.
 - d. "Commercial Subscriber": Any Service Subscriber that is authorized to receive the Service for exhibition in any commercial establishment (including any arena, bar, club, tavern, restaurant, transportation terminal, store or office).
 - e. "Direct Sales Programming": Any home shopping, infomercial, or direct response advertising programming or similar programming intended to solicit viewer purchases of featured merchandise or services by telephone or other means during the telecast. However, Direct Sales Programming does not include Network's regularly scheduled commercial announcement time (*i.e.* the commercial announcements on the Service that are generally 120 seconds or less in length and primarily used for promotional

announcements or third party advertising of products and services that are not directly sold to the viewer during such commercial announcements).

- f. **“Distribution Area”**: For each Affiliate System, the geographic area within the Territory, as described on **Exhibit D**, where Affiliate is distributing the Service via such Affiliate System.
- g. **“Minimum Tier”**: A single tier of video programming services that (i) for each Affiliate System, is the first or second most highly penetrated residential level or tier of programming services for that Affiliate System; and (ii) ensures that the Service at all times is received by at least eighty-five percent (85%) of the Residential Subscribers in the aggregate for all Affiliate Systems.
- h. **“Residential Subscribers”**: Those Subscribers that are not Commercial Subscribers.
- i. **“Service”**: The video programming service currently known as *AT&T SPORTSNET ROCKY MOUNTAIN* as that name or the content thereon may be changed from time to time. Except where the Service is separately referenced as either the **“HD Service”** or the **“SD Service”**, as the case may be, or otherwise provided, **“Service”** refers to both the SD Service and the HD Service for *AT&T SPORTSNET ROCKY MOUNTAIN*.
- j. **“Service Subscriber”**: Each Subscriber that is authorized to receive the SD Service and/or the HD Service.
- k. **“Service Tier”**: For each Affiliate System, the level, tier or package of video programming services offered by such Affiliate System that includes the Service.
- l. **“Subscriber”**: Any person or entity that is authorized to receive any video programming from Affiliate at a specific location or locations whether residential, commercial or otherwise, including each unit in any multi-unit complex (e.g., hotels, dormitories, hospitals, nursing homes, prisons, apartment buildings and condominium complexes), each establishment for eating, drinking or entertainment (e.g., bars, taverns and restaurants), and each office or business location.
- m. **“Territory”**: Colorado, Wyoming Utah and Nevada; Southeastern Idaho; Western South Dakota; New Mexico (excluding Dona Ana county and Southern Lea County); The following Nebraska counties: Banner, Box Butte, Grant, Morrill, Scottsbluff, Sheridan, Sioux; The following California counties: Alpine, El Dorado, Fresno, Inyo, Kings, Lassen, Madera, Mariposa, Mono, San Bernardino, Tulare; The following counties in Arizona: Mohave.
- n. **“Video Programming Distribution System”**: Any facilities-based distribution system, such as a cable, multichannel multipoint distribution service (**“MMDS”**), or satellite master antenna television (**“SMATV”**) system, which makes available for purchase, by subscribers or customers, multiple channels of video programming services and is

majority-owned, controlled and managed by Affiliate or which becomes majority-owned, controlled and managed by Affiliate after the Effective Date.

- o. “Zones” are distinct, non-overlapping geographic areas constituting the Territory, a current description of which is set out on **Exhibit C**, as the same may be amended from time to time by Network in its sole discretion.

2. LICENSE.

- a. Grant of Rights. Subject to the terms of this Agreement and any programming restrictions imposed by Network or any programming supplier (including without limitation blackouts and League Restrictions), Network grants to Affiliate, and Affiliate accepts on behalf of itself and each Affiliate System, the non-exclusive right, license and obligation to exhibit, distribute and authorize the reception of (i) the standard definition format version of the Service (the “SD Service”) through each Affiliate System, within the Distribution Area of such Affiliate System and (ii) the high definition format version of the Service (the “HD Service”) through each Affiliate System, within the Distribution Area of such Affiliate System, by way of (w) any cable, MMDS, or SMATV Video Programming Distribution System, or (x) internet protocol-based Video Programming Distribution System as used by Affiliate on the Effective Date, provided that such technology does not use the Internet, solely for reception and viewing through an Authorized Device. Affiliate shall ensure that the Service signal will travel at all times via closed signal paths and will be available only to Service Subscribers at Service Subscriber’s authorized location(s) in the Distribution Area. Except as otherwise provided herein, Affiliate does not have the right to exhibit, distribute or authorize reception or use of the Service by any other technology, including satellite (e.g., medium or high power Ku-Band or C-Band satellite, DBS or TVRO), mobile (e.g. mobile telephones, and handheld computers or videogame devices) and computer and Internet technology (e.g., file sharing, streaming or permanent or temporary storage via removable media). Affiliate will not distribute the Service to any hotel, motel, inn or similar place of accommodation unless the Service is received by all guestrooms and other television sets in such complex. Affiliate may not distribute the Service to any commercial establishment if a fee or charge is imposed on any patron of such establishment for the privilege of receiving or viewing the Service, provided that a general admission charge to enter such establishment is permissible. Affiliate shall have the right to digitize, compress, encode, encrypt and otherwise technologically modify the signal of the Service, provided that Affiliate shall ensure that an average viewer’s perception of the video and audio portions of the Service is not materially diminished thereby and that the signal quality at all times shall be no less favorable than the signal quality of any other signal distributed by Affiliate. Any such aforementioned digitizing, compression, encoding, encrypting and/or other modifying of the signal shall not be deemed a prohibited alteration of the Service.
- b. Affiliate System Launch. Subject to Section 2.a., Affiliate shall be obligated to launch and carry the SD Service and the HD Service on each and every Video Programming

Distribution System within the Territory. Notwithstanding the foregoing, in the event that Affiliate is not technically or legally able to launch the HD Service on a certain Video Programming Distribution System, or if Affiliate does not launch or maintain a high definition service with any other third party customer or network at any time during the Term, Affiliate shall have no obligation to launch the HD Service until such time that it is technically or legally able to make such launch or has launched a high definition service with one (1) or more third party customer(s) or network(s), provided, however, that Affiliate's inability to launch the HD Service shall have no impact on the Fee for the Service. For any Affiliate System launched or acquired in the Territory following the Effective Date, Affiliate shall provide Network thirty (30) days written notice prior to the launch or acquisition of the Affiliate System (whichever is earlier). Upon such launch or acquisition, **Exhibit D** will be amended to include such newly launched or acquired Affiliate System, and such Affiliate System will thereafter be an Affiliate System under this Agreement. Any Affiliate System that ceases to be a Video Programming Distribution System during the Term will be removed from **Exhibit D**, and such Affiliate System will thereupon cease to be an Affiliate System under this Agreement thirty (30) days after Network's receipt of written notice from Affiliate.

- c. **Reservation of Rights.** All rights and title in and to the entire contents of the Service, including, without limitation, the Service programming and its content, any films and recordings thereof, title or titles, names, trademarks (including the Marks as defined in Section 10.c), concepts, stories, plots, incidents, ideas, formulas, formats, general content and any other literary, musical, artistic, or any other creative material included therein, as between Network and Affiliate, shall remain vested in Network and are reserved to Network, and subject to the provisions of this Agreement, may be exercised and exploited by Network in all respects concurrently herewith and during the Term hereof freely and without limitation or restriction.

3. **TERM.** The term ("Term") of this Agreement commences on the Effective Date and ends at 11:59:59 pm MT on September 30, 2022, unless earlier terminated in accordance with the terms of this Agreement.

4. **DELIVERY.**

- a. **Delivery System.** Network will, at its expense, deliver the Service to each Affiliate System's headend (as designated by Affiliate) authorized pursuant to this Agreement to distribute the Service via domestic satellite or other means of transmission (including digital or compressed transmission). Network may change such Service delivery system from time to time upon ninety (90) days' prior notice to Affiliate. Affiliate will furnish, at its sole cost and expense, all facilities necessary for each Affiliate System to receive, decode (if encrypted) and deliver the Service to its Service Subscribers. The necessary facilities include, as of the Effective Date, an earth station antenna of at least 3.7 meters in diameter, appropriate transponder switching gear, a receiver and any other blackout equipment that Network may specify from time to time. Upon one hundred twenty (120) days' prior written notice to Affiliate from time to time, Network may require Affiliate to

install and maintain additional equipment at any Affiliate System's headend so that Network is able to provide and incorporate separate programming or advertising elements into, or otherwise enhance, the Service.

- b. **Signal Quality.** Affiliate will cause each Affiliate System to distribute to its Service Subscribers, at a minimum, an encrypted Service signal of the best technical quality reasonably possible, but in no case of a technical quality better than the Service signal that is delivered by Network to such Affiliate System.
- c. **VBI.** In addition to the primary video and audio signals of the Service (the "**Primary Signals**"), Network may use the bandwidth reasonably necessary for Network to transmit closed captioning for the hearing impaired, program rating information, copy control information, separate audio program (SAP) feeds, any other information or data required by law or regulation to be transmitted with the Service and, to the extent reasonably technically feasible, any programming-related data or enhancements (the "**Required Data**"). Affiliate shall ensure that each Affiliate System will deliver the Required Data as part of the Service to each Service Subscriber. All other rights in and to the signal's bandwidth other than the Primary Signals and the Required Data are reserved to Affiliate and each Affiliate System for their sole use and exploitation; provided that no such use or exploitation will materially degrade or otherwise materially interfere with the delivery of the Primary Signals or the Required Data to Service Subscribers.
- d. **Security.** Affiliate will employ reasonable and acceptable industry standard security practices and procedures to encrypt Network's content from each Affiliate System to the customer premises and to prevent unauthorized reception, piracy, loss or theft of the Service. Affiliate will not, and will not authorize any other person to, copy, tape, multicast, re-route or otherwise reproduce the Service, in whole or in part, without Network's prior written authorization, and shall assist Network with preventing the unauthorized or unlawful reception, distribution, re-routing of the IP stream, copying or taping by others. Affiliate will use best efforts to ensure that the physical plant, from the network node to the customer premises, will prevent malicious entry or access to the IP data paths or physical infrastructure. Affiliate further represents that its plant and network technologies are monitored by standards-based alarm systems, intrusion detection systems, and performance monitoring systems. Network acknowledges that this Section does not prohibit Affiliate from installing or connecting Subscribers' DVRs or other similar recording devices intended only for personal use; provided that, as may be modified by Network in accordance with industry standards, (i) each digital output from an Authorized Device shall be equipped with either Digital Transmission Copy Protection or High-bandwidth Digital Copy Protection, (ii) each analog output from an Authorized Device shall pass through, or regenerate, if applicable, all copy control information, including CGMS-A signaling information, and shall pass through any audio or video "watermark" unless such watermark information deteriorates the output signal, and (iii) each Authorized Device with permanent storage shall utilize 3DES64 or AES128 encryption or other accepted industry standard encryption algorithm(s).

- e. CALM Act. Pursuant to the requirements of the Commercial Advertisement Loudness Mitigation Act, Affiliate shall not increase the volume of any advertisement(s) inserted during the Ad Time (as defined below in Section 7.a.), so that any such advertisement(s) has a volume louder than Network content distributed on the Service.

5. CONTENT.

- a. Service Description. Through the Term, the Service will be a twenty-four (24) hour a day, seven (7) day a week, professionally produced, advertiser-supported regional sports network consisting of (in addition to advertising) live or previously recorded sporting events, sports news (including commentary, analysis, scores and highlights), sports information, sports documentaries, or other sports-themed programming, including, without limitation, outdoor, recreational, adventure, sports instructional, sports awards, sports biographies and profiles, sports hobbies, sports games and/or sports-themed entertainment shows. As between Network and Affiliate, the content of the Service (including selection, scheduling, substitution and withdrawal of any programming or any advertising on the Service) will at all times remain within the sole discretion and control of Network. Network reserves the right to change the name of the Service in Network's sole discretion; provided that any such name change shall apply to the Service as received and distributed throughout the Territory.
- b. Direct Sales Programming. Network may exhibit Direct Sales Programming on the Service only during the hours between 11:00 PM and 10:00 AM, local time, plus one (1) additional hour each day (but not between 6:00 PM and 11:00 PM, local time), not to exceed forty-two (42) hours during any one (1) calendar week.
- c. HD Service. Network will produce and distribute the HD Service, which in no event will be of a resolution less than 720p, for *AT&T SPORTSNET*, for distribution as part of the Service, without any additional fees, costs or surcharges to Affiliate. Nothing in this Section shall impact Network's right, if any, to impose a surcharge for the HD Service if Network is also imposing a surcharge in connection with the underlying SD Service or if the underlying game itself is subject to payment of additional fees or surcharges as described in sub-Sections 5.d. and 5.e. The production and distribution of the HD Service will be subject to (i) Network continuing to have the rights to produce and distribute such the HD Service (ii) Force Majeure (as defined in Section 15.a.); and (iii) League Restrictions (as defined in Section 9.).
- d. New Professional Team Programming. Network may offer to Affiliate a package of programming that includes games from an NFL, NHL, MLB, MLS or NBA team (each a "Pro Team") for whom Network has rights to broadcast and whose local or regional television territory, as authorized or permitted by the corresponding professional league, overlaps all or a portion of the Territory ("Professional Events") that is not included as part of the Service as of the Effective Date for an additional surcharge ("Additional Pro Team Programming"). Each offer will set forth the Additional Pro Team Programming to be offered and the related increase to the applicable Base Rate for each applicable Zone

set forth in **Exhibit C** ("Pro Team Increase"). Affiliate shall accept or reject, in its sole discretion, such Additional Pro Team Programming in writing within thirty (30) days after receipt of the offer of Additional Pro Team Programming. If Affiliate accepts the Additional Pro Team Programming, Affiliate will carry the Additional Pro Team Programming on all of its Affiliate Systems in the applicable Zones as part of the Service in accordance with this Agreement, and the Base Rate applicable to its Affiliate Systems will be increased by the related Pro Team Increase. If Affiliate does not accept such Additional Pro Team Programming, (A) Network shall provide substitute programming for the Additional Pro Team Programming which Affiliate shall run in its place, (B) Affiliate will not distribute the Additional Pro Team Programming on its Affiliate Systems, and (C) the related Pro Team Increase will not apply to Affiliate Systems. Should Affiliate accept the Additional Pro Team Programming, and, during any calendar year of the Term, Network subsequently fails to provide Additional Pro Team Programming and such shortfall was not due to an event or events of Force Majeure, Network may cure all or a portion of such shortfall with respect to any affected Affiliate System during the following calendar year (unless the calendar year is the last calendar year of the Term and Affiliate thereafter no longer distributes the Service) by providing supplementary Additional Pro Team Programming to such Affiliate System to be credited against the amount of Additional Pro Team Programming that the Service fell short during the prior calendar year. In the event that Network fails to cure or make-good a shortfall as described above in whole or in part, Network shall refund to Affiliate a pro rata portion of the Fees paid to Network for the Additional Pro Team Programming during the calendar year in which the shortfall occurred.

- e. Additional Professional Events Programming for Existing Pro Teams. Network may offer a package of additional Professional Events for existing Pro Teams for an additional surcharge ("Excess Pro Team Programming"). Each offer will set forth the Excess Pro Team Programming and the related increase in the applicable Base Rate for each applicable Zone set forth in **Exhibit C** ("Excess Pro Team Programming Increase"). Affiliate shall accept or reject, in its sole discretion, such Excess Pro Team Programming in writing within thirty (30) days after receipt of the offer of Excess Pro Team Programming. If Affiliate accepts such Excess Pro Team Programming, Affiliate will carry the Excess Pro Team Programming on all of its Affiliate Systems in the applicable Zones as part of the Service in accordance with this Agreement, and the Base Rate applicable to its Affiliate Systems will be increased by the related Excess Pro Team Programming Increase. If Affiliate does not accept such Excess Pro Team Programming, (A) Network shall provide substitute programming for the Excess Pro Team Programming which Affiliate shall run in its place, (B) Affiliate will not distribute the Excess Pro Team Programming on its Affiliate Systems, and (C) the related Excess Pro Team Programming Increase will not apply to its Affiliate Systems. If during any calendar year of the Term, Network fails to provide the Excess Pro Team Programming and such shortfall was not due to an event or events of Force Majeure, Network may cure all or a portion of such shortfall with respect to any affected Affiliate System during the following calendar year (unless the calendar year is the last calendar year of the Term and Affiliate thereafter no longer distributes the Service) by providing additional Excess Pro

Team Programming to such Affiliate System to be credited against the amount of Excess Pro Team Programming that the Service fell short during the prior calendar year. In the event that Network fails to cure or make-good a shortfall as described above in whole or in part, Network shall refund to Affiliate a pro rata portion of the Fees paid to Network for the Excess Pro Team Programming during the calendar year in which the shortfall occurred.

6. CARRIAGE.

- a. **Carriage Commitment.** Each Affiliate System shall carry and distribute the SD Service in the Territory only on a Minimum Tier, and on no other level of carriage (including “à la carte,” “pay-per-view,” “pay-per-day” or other similar level of carriage or as part of a dedicated sports tier). Each Affiliate System that carries the HD Service shall carry and distribute the HD Service in the Territory only on Affiliate’s most highly penetrated package of services offered to Service Subscribers that includes any programming in HD format (collectively, the “Primary HD Tier”) to each Service Subscriber that also receives from Affiliate the SD Service, and on no other level of carriage (including secondary HD tier, “à la carte,” “pay-per-view,” “pay-per-day” or other similar level of carriage or as part of a dedicated sports tier). If Affiliate includes any other regional sports network in any package of programming services that is more favorable to such regional sports network (including, in terms of total number of Residential Subscribers) than the Minimum Tier is to Network, then Network shall be immediately entitled to any such alternative package and Affiliate shall promptly offer Network the opportunity to include the Service in any such alternative package in addition to (or in lieu of, in Network’s sole discretion) the then current package or packages in which the Service is included. If Affiliate launches any new or successor tier(s) to the Minimum Tier, then Network shall immediately be entitled to be included in such new or successor tier(s) in addition to (or in lieu of, in Network’s sole discretion) the then current package in which the Service is included. Affiliate will not charge its Subscribers at any time any additional subscription fees or other charges specifically for the receipt of the HD Service or tier of services on which the HD Service is distributed. Notwithstanding the preceding sentence, Affiliate may charge its Subscribers fees for the set top box needed to receive the HD Service and the digital or other level of service on which the HD Service is made available, provided that such fees do not incorporate, and are not intended to incorporate, any programming costs for programming simulcast in a High Definition format, including, without limitation, the HD Service. Network may prohibit Affiliate’s carriage or packaging of the Service with any other video programming service that, in Network’s sole discretion, may be harmful or injurious (*e.g.*, due to “X” or “NC-17” rated content) to the Service or Network.
- b. **Overflow Games.** In the event of a scheduling conflict amongst two (2) live regular season and/or post-season NBA, MLB, NHL, NFL, MLS or NCAA Division I men’s college football games that Network would otherwise deliver as part of the Service (each, a “Game”), Network will deliver, subject to League Restrictions, the more regionally prominent Game on the primary feed of the Service and the less regionally prominent

Game as an overflow game (the “Overflow Game”), with the understanding that which Game is to be treated as the primary Game and which Game is to be treated as the Overflow Game may vary by geographic area within the Territory. Affiliate shall carry (subject to any applicable blackout requirements as expressly provided in this Agreement) the Overflow Game, and Affiliate shall use commercially reasonable efforts (at all times subject to bandwidth limitations) to carry any pre- and post-Game programming (“Overflow Programming”), on a separate dedicated channel or on an alternate or additional feed of the Service (“Alternate Channel”) on a channel number that is immediately adjacent to the primary channel number on which Affiliate distributes the Service. Further, Affiliate shall deliver the Alternate Channel carrying the Overflow Game and any Overflow Programming on the same tier as, or on a higher penetrated tier than, that on which Affiliate distributes the primary signal of the Service to Service Subscribers and such Alternate Channel shall not contain any programming above an MA-14 rating. Network and Affiliate will reasonably cooperate to notify Service Subscribers of the Alternate Channel location of Overflow Games and that the Overflow Games are part of the Service. Overflow Games will be considered part of the Service for all purposes of this Agreement. Network shall, at its expense, deliver each Overflow Game, inclusive of any Overflow Programming immediately adjacent to such Overflow Game, via domestic communication satellite to each Affiliate System to which it delivers the Service.

- c. Commercial Subscribers. Notwithstanding Section 6.a., each Affiliate System may distribute the SD Service to Commercial Subscribers on any level of carriage except pay-per-view, pay-per-day or other similar level of carriage.
- d. Full Time; Single Channel. Affiliate will cause each Affiliate System to distribute each of the SD Service and the HD Service to its Service Subscribers so that they are viewable full time (i.e. 24 hours per day, seven days per week), on a separate single designated channel, in full screen and in its entirety, without interruption, alteration (including activation or facilitation of any overlay, squeeze-back or other juxtaposition of audio, textual or video material of any kind), editing or delay; provided that Affiliate may overlay or shrink the screen image of the Service to display (i) an electronic programming guide activated by the Subscriber if such guide primarily contains information regarding programming available through the Affiliate System and minimal advertisements and is uniformly applied to all video programming services, (ii) other Service Subscriber-activated electronic “pop-up” features, such as weather, traffic, and information widgets, video caller-ID and email notifications, and (iii) emergency messages and crawls. Affiliate will not employ any means to tune the set top box of any Service Subscriber (including as the result of turning the set top box on or off) to any channel other than that selected and tuned by such Service Subscriber, excluding emergency alert systems or any other such involuntary tuning mandated by applicable law or regulation.
- e. Channel Position. Affiliate will notify Network of the channel position on which each of the SD Service and HD Service is made available on each applicable Affiliate System and will not alter or remove any data that is (i) associated with the SD Service or the HD

Service, (ii) distributed in the signal of such SD Service or HD Service, and (iii) used by Nielsen or any other third party for the purpose of measuring viewership of such SD Service or HD Service. Affiliate will cause each Affiliate System to distribute the SD Service at all times on a channel position within three (3) channel positions of one of the following: ESPN or ESPN2 and the HD Service at all times on a channel position within three (3) channel positions of one of the following: ESPN HD or ESPN2 HD (each a "Preferred Channel Position"), provided that each Affiliate System with a non-Preferred Channel Position as of the Effective Date ("Channel Position System") will continue to distribute the Service on the channel where the Service is carried as of the Effective Date. If, after the Effective Date, a Channel Position System makes any material change in the line-up of the Preferred Channel Positions on such Affiliate System, such Affiliate System shall be obligated to immediately move the Service to a Preferred Channel Position with prior written notice to Network. Subject to the preceding sentence, Affiliate will not at any time during the Term move the Service on any Affiliate System to any channel position other than the channel position on which the Service is carried on such Affiliate System on the Effective Date (or launch date if later) without the prior written consent of Network, such consent not to be unreasonably withheld or delayed.

- f. No Migration; No Deletion. Affiliate shall not at any time during the Term move or migrate the Service to any less-penetrated package or tier of services or withdraw or discontinue distribution of the Service in any Affiliate System.
- g. Blackouts. Each Affiliate System will comply with Network's oral or written requests (the parties' agreeing that an e-mail request is sufficient) to blackout any Service programming that, due to contractual restrictions or League Restrictions, Network may not distribute in such Affiliate System's Distribution Area. Such Affiliate System will be provided, as part of the Service, with alternative Service programming made available by Network in such Distribution Area in lieu of blacked out Service programming.

7. ADVERTISING.

- a. Ad Time. Subject to underlying programming restrictions (e.g., commercial advertising formats) and limitations in underlying programming agreements, Network will make available to Affiliate, for local market advertising insertion on each Affiliate System, an average of two (2) minutes of commercial advertising time per hour of programming on the Service (or, in those programs where there is less than two (2) minutes per hour of commercial advertising time available to Network, such lesser amount of time, if any, available in such programs), allocated on a reasonably even basis among the advertising spots available to Network (the "Ad Time"). Affiliate is entitled to all proceeds from, and is responsible for all costs of, its sale of the Ad Time.
- b. Restrictions. Affiliate shall comply with this Section 7.b. and **Exhibits A and B**, as such **Exhibits A and B** may be revised in writing from time to time and upon at least sixty (60) days' written notice (email to suffice) prior to becoming effective. Ad Time will not include advertising for prohibited categories (as further detailed in the attached **Exhibit**

A). Network may notify Affiliate in writing, from time to time, of additional restrictions and standards of Network and its Service programming providers applicable to the sale and use of Ad Time by Affiliate and other distributors of the Service (including exclusive advertising categories, any League Restriction and restrictions on the advertising of competitive programming services). These restrictions and standards may restrict the types of products or services that may be advertised using the Ad Time during certain Service programming. Affiliate will comply with such restrictions and standards within a commercially reasonable amount of time following notice (email to suffice) from Network.

8. FEES AND REPORTS.

- a. **Monthly Fee.** Within thirty (30) days after the last day of each calendar month, Affiliate will pay Network a monthly license fee for each Affiliate System equal to the sum of (i) the Commercial Fee (as defined below) plus (ii) a fee equal to the number of such Affiliate System's Service Subscribers (excluding Commercial Subscribers) multiplied by the applicable Base Rate (as defined below) (the "Fee"); provided that the total Fees paid by Affiliate in any month will be at least One Hundred Dollars (\$100.00). The Fee will be payable to Network whether or not Affiliate actually collects or receives payment from the Service Subscribers.
 - i. **Residential Fee; Base Rate.** The Base Rates for each applicable Zone are set forth in **Exhibit C** for the periods indicated. Base Rates are determined by Zone for each Service Subscriber, and more than one Base Rate will apply to any Affiliate System that has Service Subscribers located in more than one Zone.
 - ii. **Commercial Fee.** The "Commercial Fee" payable with respect to each Commercial Subscriber will be determined as follows:
 - A. For each Commercial Subscriber that is not a Hospitality Subscriber, the Commercial Fee will be as follows:
 - (1). **Packaged Distribution.** If Affiliate provides the Service as part of a package of other video programming services to any Commercial Subscriber, the Commercial Fee attributable to such establishment shall be the greater of:
 - (a). Two (2), multiplied by the applicable Base Rate, and
 - (b). The total monthly rate charged to such Commercial Subscriber for the level or tier of service on which the Service is distributed to such Commercial Subscriber divided by the standard monthly retail rate charged to a non-bulk residential Service Subscriber for the same or an equivalent level or tier of video programming service, multiplied by the applicable Base Rate.

(2). *A La Carte Distribution*. The license fees for à la carte distribution to Commercial Subscribers (e.g., institutions and private offices, but excluding Hospitality Subscribers) shall be the greater of:

(a). Two (2), multiplied by the applicable Base Rate; and

(b). Fifty percent (50%) of Affiliate’s retail à la carte rate to such Commercial Subscriber for the Service.

B. For each Commercial Subscriber that is a Hospitality Subscriber, the Commercial Fee shall be the applicable Base Hospitality Subscriber Fee, provided, however, that in the event that such Hospitality Subscriber receives the Service à la carte, the Commercial Fee will be the greater of: (i) the applicable Base Hospitality Subscriber Fee and (ii) fifty percent (50%) of the retail license fee charged by Affiliate to such Commercial Subscriber. A “Hospitality Subscriber” is any Commercial Subscriber that is either licensed to serve alcohol on-premise or derives at least eighty percent (80%) of its revenues from entry fees and/or the sale of food or beverages.

C. The “Base Hospitality Subscriber Fee” is determined as follows:

ESTIMATED VIEWING AREA*	BASE HOSPITALITY SUBSCRIBER FEE
0-50	\$ 44.14
51-100	\$ 58.85
101-150	\$ 88.28
151-200	\$117.70
201-300	\$147.13
301-500	\$176.55
501+	\$235.40
* The Estimated Viewing Area of each Hospitality Subscriber’s commercial establishment equals the fire code maximum occupancy rating of such establishment multiplied by the percentage of the total square footage of such establishment from which a patron could view the Service.	

For each calendar year beginning after the Effective Date, Network may, on sixty (60) days’ prior written notice, increase the Base Hospitality Subscriber Fee by up to seven percent (7%).

iii. Excluded Subscribers. Network agrees that Affiliate shall not be required to pay for the following Service Subscribers: (i) employees of Affiliate who receive television service at no charge; (ii) any facility used primarily to monitor and control programming transmitted by an Affiliate System; (iii) any public institution with which Affiliate has a contractual relationship to receive television service at no charge (e.g., local governments and educational institutions); and (iv) consumer electronic equipment dealers, direct sales agents or other agents who receive the Service for the

sole purpose of demonstrating to their potential retail customers the functioning of equipment and Affiliate's services (collectively, "Gratis Subs"). The aggregate number of Gratis Subs in any given calendar month shall not exceed one percent (1%) of the aggregate number of all of Service Subscribers for such month. Affiliate shall provide Network a report detailing the number of Gratis Subs by Affiliate System and type of Gratis Sub.

- b. Bulk Distribution Rate. Affiliate will have the right to distribute the Service on a "bulk rate" basis in accordance with this Agreement to (i) a person or entity that receives a single bill for a set number of residential multi-dwelling facilities including apartment complexes, condominium complexes, dormitories, nursing homes, retirement communities, and other forms of communal living facilities (each a "Residential Bulk Facility"); provided that the Service Tier is distributed to each viewing unit in such Residential Bulk Facility as a benefit of residency, and (ii) hotels, motels, inns, universities (common areas), hospitals and other healthcare facilities (each a "Non-Residential Bulk Facility" and together with Residential Bulk Facilities, "Bulk Facilities"); provided that the Service Tier is distributed on a free-to-guest basis to each property served by Affiliate and to each viewing unit in such Non-Residential Bulk Facility as a convenience of occupancy without additional charge. If any Affiliate System distributes the Service to a Bulk Facility on a "bulk rate" basis, Affiliate shall pay Network a Bulk Distribution Fee equal to the applicable Base Rate in such Bulk Facility multiplied by the number of Service Subscribers. The number of Service Subscribers in a Bulk Facility shall equal the greater of a) the total monthly bulk rate charged to such facility for the level or tier of video programming service on which the Service is distributed to such Bulk Facility divided by the standard monthly retail rate charged to a non-bulk residential Service Subscriber for the same or an equivalent level or tier of video programming service, or b) seventy percent (70%) of the total number of units and/or individual households in such Bulk Facility. Notwithstanding the foregoing, in the event that Affiliate distributes the Service in accordance with this Agreement to all "cable drops" (as that term is commonly used in the industry, e.g., each hotel room, hospital room, university classroom or lounge, office, etc. that receives video programming from Affiliate) within a particular Non-Residential Bulk Facility to which Affiliate delivers any video programming services, the number of Service Subscribers attributable to such Non-Residential Bulk Facility shall be calculated solely pursuant to clause (a) of this paragraph.
- c. Number of Service Subscribers. For purposes of calculating the Fee, the number of each Affiliate System's Service Subscribers will be determined by calculating the number of each Affiliate System's Service Subscribers at each Base Rate at the beginning of the applicable calendar month (or date of launch of the Service, if later) plus the number of each Affiliate System's Service Subscribers at each Base Rate at the end of the applicable calendar month (or the date of termination of this Agreement, if earlier) divided by two (2).

- d. **Monthly Statement.** Within thirty (30) days after the last day of each calendar month, Affiliate will deliver a statement to Network in form and substance reasonably acceptable to Network and containing all information necessary for Network to compute the Fee due for such month (including, for each Affiliate System, the number of Residential Subscribers with identification of Zones, the number of Commercial Subscribers with identification of Zones, the number of Hospitality Subscribers in each estimated viewing area classification, the calculation of the number of Service Subscribers attributable to Residential Bulk Facilities and Non-Residential Bulk Facilities, the total number of Subscribers receiving SD Service, the total number of Subscribers receiving HD Service, and the number of residential Service Subscribers with identification of Zones). With respect to each Bulk Facility, Affiliate shall provide Network with a statement containing a listing of (i) a description of such Bulk Facility's property type (e.g., apartment, condominium, prison, dormitory, hotel, hospital, or office building), (ii) the number of Service Subscribers calculated for such Bulk Facility, and (iii) the total number of viewing units in such Bulk Facility. Such statement shall be certified to be true, correct and complete by an executive officer of Affiliate. All such monthly statements and any questions regarding the Fees shall be directed to:

Accounting Manager
AT&T Sports Networks, LLC
601 Union Street, Suite 3020
Seattle, WA 98101
Phone: 206.664.4951
Fax: 206.664.4999
Email: DSNaffiliatebilling@directv.com

- e. **Outer Market Fees.** Upon at least thirty (30) days' prior written notice to Affiliate, Network may increase the Base Rate by any incremental amount imposed on Network by MLB, NBA, NHL, MLS, or NFL for each Service Subscriber that receives such league's events as part of the Service outside the inner or core territories of any one or more member teams, as such territory is defined by the applicable sports league.
- f. **Information Updates.** On the Effective Date and upon any change that may affect the accuracy of the following information, Affiliate will provide to Network the following for each Affiliate System: (i) the Affiliate System's channel line-up for all video programming services carried by such Affiliate System, including the Service's channel position, (ii) the retail price and a description of the Service Tier, (iii) the retail price and a description of all other tiers (including broadcast basic, basic and expanded basic) offered by such Affiliate System; (iv) the ownership of the Affiliate System; (v) the technical specifications of the Affiliate System; and (vi) all information required under **Exhibit D.**
- g. **Books and Records.** Affiliate will maintain complete and accurate books and records relating to the subject matter of this Agreement, and will cooperate fully with Network and its agents in connection with any audit by Network and its agents conducted in

accordance with this Agreement. Upon thirty (30) days prior written notice to Affiliate, Network and its agents may inspect, copy and audit Affiliate's books and records at Affiliate's offices or at any other location where relevant records necessary to complete the audit are maintained during regular business hours. Network will not audit Affiliate more than once in any twelve (12) month period unless Affiliate fails to cooperate with the audit or if such audit discloses an underpayment. If Network discovers an underpayment of five percent (5%) or more as a result of any audit, then Affiliate will reimburse Network for the reasonable third party out-of-pocket costs incurred in connection with such audit. Any underpayment disclosed by the audit shall be paid within thirty (30) days of delivery of the audit report. Except as expressly set forth in this Section 8.g., neither party may commence any action to offset or recover any overpayment or underpayment of Fees under this Agreement with respect to any time period that has been the subject of a completed audit conducted in accordance with this Section 8.g.; provided, that such limitation shall be of no effect and shall not apply with respect to any claim that is based on Fee payments or reports by Affiliate that are at the time of submission known by Affiliate to be misleading or inaccurate. Network's right to audit will survive for twelve (12) months after termination or expiration of this Agreement.

- h. Payment Terms. Pursuant to the requirements set forth in Section 8., Affiliate will pay any amounts due under this Agreement by delivering immediately available funds to Network at the following locations (or any other location as Network may designate):

AT&T SportsNet Rocky Mountain, LLC
15154 Collections Center Drive
Chicago, IL 60693

Affiliate shall have no right to make any deduction from or offset against any amounts due under this Agreement for any reason. Amounts past due from Affiliate will accrue interest, from due date until paid, at one-and-a-half percent (1.5%) per month or the maximum lawful rate, whichever is less. Affiliate will reimburse Network for all of Network's reasonable costs and expenses (including court costs and reasonable attorneys' fees) of collecting any overdue amounts. This Section 8.h. will survive the termination or expiration of this Agreement.

9. LEAGUE RESTRICTIONS. This Agreement and the license granted by Network to Affiliate under the Agreement are limited by, and subject to, all limitations, covenants, standards and restrictions applicable to either Network (including restrictions included in Network's agreements with each Service program supplier or withdrawal of consent to Network distribution of programming by any Service program supplier) or any Service program supplier (including such supplier's constitutions, bylaws, rules, regulations, directives and agreements and those of each league, conference, association or individual athletic team), as any of the same may be amended, supplemented, restated, interpreted, enacted or entered into or enforced from time to time (collectively, "League Restrictions").

10. MARKETING AND PROMOTION.

- a. Advertising and Promotion. Within thirty (30) days prior to the launch of the Service on any Affiliate System, Affiliate will notify the Subscribers to such Affiliate System of such launch. Throughout the Term, Affiliate will promote the Service as part of its promotion of the Service Tier, and in a manner substantially as prominent and extensive as the promotion of every other advertiser-supported television service carried on the Service Tier. Affiliate will use and distribute, at no cost to Network, promotional and sales materials relating to the Service that may be provided by Network (including promotional inserts for subscriber bills). Affiliate will include the Service in all channel listings, program guides and other subscriber materials in substantially the same manner as other advertiser-supported programming services distributed on its Affiliate Systems. The foregoing will not apply to special incentives or temporary, short-term promotional programs provided by other advertiser-supported programming services. Affiliate will not sell the Service (or any Service programming) for sponsorship.
- b. Market Research. Network may undertake marketing tests and surveys, rating polls and other research relating to the Service from time to time at its own cost and expense. Affiliate will promptly provide to Network all available data regarding the marketing and promotion of the Service by Affiliate upon Network's request, and will promptly provide such other assistance reasonably requested by Network in connection with any such marketing test, survey, poll, or other research. Network will treat as confidential any subscriber names and addresses received from Affiliate, and will use any such information only in connection with Network's research relating to the Service. Network need not seek the consent of Affiliate or any Affiliate System to conduct such marketing tests or surveys if Network does not seek any assistance from Affiliate or such Affiliate System, respectively.
- c. Service Marks and Promotional Materials. Affiliate will use the logos most recently provided by Network on all related Service Subscriber notices and correspondence (including channel lineups using channel logos), advertisements, promotional materials and on-screen graphics (including electronic programming guides). Affiliate acknowledges that the name of the Service, Service logos, Service programming names and all other Service-related marks are valid service marks (collectively, "Marks") and, together with any associated goodwill which shall inure solely to the benefit of Network,

are the exclusive property of Network. By reason of this Agreement or Affiliate's carriage of the Service, Affiliate has not and will not acquire any proprietary rights or interests in any Mark (or any use of any Mark that is not expressly permitted under this Agreement). When Affiliate uses any Mark, Affiliate will protect Network's interest in such Mark by taking all reasonable steps necessary to prevent such Mark from falling into the public domain (including appropriate service mark notices). Before Affiliate may use any promotional or advertising material which mentions or uses any Mark, Affiliate will deliver an accurate, representative sample of such material to Network for Network's prior review and approval. Network may withdraw consent to Affiliate's use of, and Affiliate shall immediately cease any further use of, any or all Marks immediately upon material breach by Affiliate of any term or condition of this Agreement or if Network, in its sole discretion, deems such termination necessary or advisable in order to protect the value of the Marks. Names and all other Service-related Marks of any Pro Team are the sole and exclusive property of the Pro Team.

11. REPRESENTATIONS AND WARRANTIES.

- a. Network Representations and Warranties. Network represents and warrants to Affiliate that (i) Network is an entity duly organized and validly existing under the laws of its state of organization, (ii) Network has the power and authority to enter into this Agreement and to perform fully its obligations under this Agreement; (iii) Network is under no contractual or other legal obligation which might interfere in any way with its prompt and complete performance under this Agreement; and (iv) the person executing this Agreement on behalf of Network has been duly authorized to do so and such execution is binding upon Network.
- b. Affiliate Representations and Warranties. Affiliate represents and warrants to Network that (i) Affiliate is an entity duly organized and validly existing under the laws of its state of organization; (ii) Affiliate has the power and authority to enter into this Agreement and to perform fully its obligations under this Agreement; (iii) Affiliate is under no contractual or other legal obligation which might interfere in any way with its prompt and complete performance under this Agreement; (iv) Affiliate has obtained, and will maintain in full force during the Term, all federal, state and local authorizations needed to exhibit and distribute the Service via its Affiliate Systems; and (v) the person executing this Agreement on behalf of Affiliate has been duly authorized to do so and such execution is binding upon Affiliate.

12. INDEMNIFICATION.

- a. Network Indemnities. Network will indemnify, defend and hold harmless Affiliate and its affiliates and their respective officers, directors, shareholders, partners, members, employees, and agents, from and against all liabilities, claims, losses, costs, damages and expenses (including reasonable attorneys' fees and court costs) incurred in connection with any third party claims (collectively, "Claims") that relate to or arise out of (i) Network's breach of this Agreement, and (ii) the content of the Service (including

advertisements that are part of the content delivered by Network), including, without limitation, Claims alleging libel, slander, defamation, invasion of privacy or copyright infringement, as furnished by Network to, and distributed by, Affiliate in accordance with this Agreement; *provided that* Affiliate shall promptly notify Network in writing of any alleged Claims covered under the terms of this Section 12(a).

- b. **Affiliate Indemnities.** Affiliate will indemnify, defend and hold harmless Network and its affiliates and their respective officers, directors, shareholders, partners, members, employees, and agents, from and against all Claims that relate to or arise out of (i) Affiliate's breach of this Agreement; (ii) Affiliate's marketing of the Service; (iii) any claim by any of Affiliate's Subscribers related to Affiliate's provision of video programming service to such Subscribers (except solely for content claims described in Section 12.a.(ii) above); (iv) Affiliate's or any Affiliate System's alteration or delay of, or insertion of material in, the Service (including advertisements), and (v) any use of the Service by Affiliate or any Affiliate System in violation of this Agreement, including without limitation Affiliate's or any Affiliate System's purposeful acquiescence in any unauthorized receipt of the Service; *provided that* Network shall promptly notify Affiliate in writing of any alleged Claims covered under the terms of this Section 12.b.
- c. **Indemnification Procedure.** A party seeking indemnification will give the other party prompt written notice of a Claim. Failure to give such prompt written notification will relieve the indemnifying party of its indemnification obligations solely to the extent that such failure has prejudiced the indemnifying party's defense of such Claim. The indemnifying party shall assume the defense of each Claim to which its indemnity applies, provided that, if, in the reasonable judgment of the indemnified party, the indemnifying party is not providing an adequate defense, the indemnified party may assume the defense of such Claims for which the indemnifying party shall pay the costs thereof. The indemnified party will cooperate fully (at the expense of the indemnifying party) with the indemnifying party in defending and settling the Claim in question. If the indemnified party desires to settle a Claim, it will obtain the prior written consent of the indemnifying party, which consent will not be unreasonably withheld or delayed. Failure to obtain such consent shall relieve the indemnifying party of its indemnification obligations with respect to such Claim. This Section 12. will survive termination or expiration of this Agreement for a period of five (5) years.

13. TERMINATION.

- a. **By Network.** In addition to its other rights under this Agreement or at law or in equity, Network may terminate this Agreement or discontinue distribution of the Service on notice to Affiliate if: (i) Affiliate breaches any material term of this Agreement, provided that Affiliate shall have thirty (30) days following such notice of breach to cure such breach, provided, however, that in the event the breach is a monetary breach, Affiliate shall only have ten (10) days following such notice to cure such breach; (ii) Affiliate breaches (beyond any applicable cure period) any material term of any other agreement with Network or Network's affiliate; (iii) Affiliate files a petition in bankruptcy, is

insolvent or seeks relief under any similar law related to its financial condition; or (iv) if any person files an involuntary petition in bankruptcy against Affiliate or seeks relief under any similar law related to Affiliate's financial condition, unless such involuntary petition is dismissed or relief is denied within thirty (30) days after it has been filed or sought.

- b. **By Affiliate.** In addition to its other rights under this Agreement or at law or in equity, Affiliate may terminate this Agreement on notice to Network if: (i) Network breaches any material term of this Agreement, provided that Network shall have thirty (30) days following such notice of breach to cure such breach; or (ii) Network files a petition in bankruptcy, is insolvent or seeks relief under any similar law related to its financial condition; or (iii) if any person files an involuntary petition in bankruptcy against Network or seeks relief under any similar law related to Network's financial condition, unless such involuntary petition is dismissed or relief is denied within thirty (30) days after it has been filed or sought.
- c. **Carriage Requirements.** The parties acknowledge that, among other provisions, the carriage requirements in Section 6. of this Agreement comprise an essential element of the consideration to Network. Therefore, if one or more of such carriage requirements were held to be invalid, illegal or unenforceable, and Network and Affiliate are unable to negotiate in good faith and agree upon a modification to this Agreement within thirty (30) days after such holding, then Network, in its sole discretion, may elect to terminate this Agreement with respect to one or more Affiliate Systems upon sixty (60) days' written notice to Affiliate.
- d. **Discontinuance of Service.** Subject to applicable law and so long as Network discontinues the Service to all distributors of the Service in the discontinued portion of the Territory, Network may discontinue the Service in all or any portion of the Territory in its sole discretion. In such event, this Agreement will automatically expire with respect to those Affiliate Systems operating within the discontinued portion of the Territory.
- e. **Accrued Obligations.** Termination of this Agreement in accordance with its terms by either Network or Affiliate will not relieve the other party from payment obligations for amounts accrued before or accruing after the date of such termination, including any amounts owed by Affiliate for Fees for the Service provided prior to such termination. This Section 13.e. will survive the termination or expiration of this Agreement.
- f. **Return of Equipment.** Upon the expiration or earlier termination of this Agreement, Affiliate shall have no further right to any equipment provided by Network to Affiliate, including without limitation any receivers or decoders that Network provided Affiliate, and Affiliate shall return such equipment to Network within thirty (30) days in the condition in which it was at the beginning of the Term, ordinary wear and tear excepted. Upon ceasing to use any equipment, which was provided by Network, for the Service, Affiliate shall return such equipment to Network within thirty (30) days after ceasing to

use it, again in such aforementioned condition. If Affiliate does not return all such equipment, Affiliate shall pay to Network four thousand five hundred dollars (\$4,500) for each receiver/decoder not returned. If the equipment is not returned in the required condition, Affiliate shall pay to Network the cost of restoring such items to the required condition or, at Network's option four thousand five hundred dollars (\$4,500) for each such receiver/decoder. This Section 13.f. will survive the termination or expiration of this Agreement.

14. CONFIDENTIALITY. Neither Affiliate nor Network may disclose to any third party (other than each party's respective affiliates, officers, directors, employees, lenders, prospective purchasers or investors, in their capacities as such, and their respective auditors and attorneys (collectively, "Representatives") provided they agree to be bound by the provisions of this Section 14) any information relating to this Agreement or use any information relating to this Agreement or any other confidential and/or proprietary information except in conjunction with exercising its rights or fulfilling its obligations hereunder, except to the extent necessary in the following situations: (a) to comply with governmental rule, regulation or law (including disclosures required by local franchise authorities) or with a valid court order, in which event the disclosing party will request confidential treatment of, and redact to the greatest extent possible, the information disclosed (the foregoing notwithstanding, in the event that either party is compelled to disclose confidential information pursuant to the terms of this Section 14, the disclosing party shall provide prompt written notice to the other party of such disclosure to provide the other party with the opportunity to seek a protective order or other judicial relief); (b) to comply with its normal reporting or review procedure of its parent company or other affiliates, or its auditors or its attorneys; (c) to enforce its rights or perform its obligations under this Agreement; and (d) to its lenders that are financial institutions, prospective purchasers or private investors, in which event the disclosing party will require confidential treatment of the information disclosed. The disclosing party is responsible to the other party for any breach of this Section by any of its Representatives. Notwithstanding the foregoing, either party may release, from time to time, general press statements regarding carriage of the Service on the Affiliate Systems with the other party's prior written consent. This Section 14. will survive the termination or expiration of this Agreement.

15. MISCELLANEOUS.

- a. Force Majeure. Except as otherwise provided in this Agreement, Network will not be liable to Affiliate for Network's failure to provide the Service (or any particular programming that would have otherwise been part of the Service) to Affiliate pursuant to this Agreement, and Affiliate will not be liable to Network for Affiliate's failure to distribute the Service to Service Subscribers pursuant to this Agreement, if such failure is due to any cause, except financial inability, beyond the non-performing party's reasonable control (including any act of God, act of the public enemy, governmental prohibition or restraint, force of nature, military action, civil disturbance, strike, lockout or labor stoppage, satellite failure or preemption, damage to or restriction on use of stadiums or their broadcasting facilities, but not including any security breach in Affiliate's programming distribution infrastructure) (each a "Force Majeure").

- b. **Notice.** Any notice or report given under this Agreement must be in writing (unless otherwise expressly provided) and must be sent by registered or certified mail, postage prepaid, return receipt requested, or by hand or messenger delivery, or by FedEx or similar overnight delivery service to the other party. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day.

All such notices shall be directed as follows, which addresses may be updated by notice under this Section:

If to Network:

AT&T Sports Networks, LLC
601 Union Street, Suite 3020
Seattle, WA 98101
Attention: VP Affiliate Relations

With a copy to:

AT&T Sports Networks, LLC
601 Union Street, Suite 3020
Seattle, WA 98101
Attention: General Counsel

If to Affiliate:

Central Telcom Services, LLC
35 S. State
Fairview, UT 84629
Attn: General Manager

- c. **Taxes.** All fees under this Agreement are net of taxes. Affiliate is responsible for all taxes, franchise fees and similar charges (i) levied on Affiliate, or (ii) related to any Affiliate System or its sale or use of the Service. This Section 15.c. will survive the termination or expiration of this Agreement.
- d. **Assignment.** This Agreement is binding upon each party's assignees, transferees and successors. Neither party may assign or otherwise transfer, by operation of law or otherwise, this Agreement in whole or in part, without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without the other party's consent to any of the following: (i) the assignor's successor in a consolidation or merger, (ii) the assignor's successor in an acquisition of all or substantially all of the assets, equity or beneficial interests of the assignor

(provided, in the case of Affiliate as assignor, this Agreement may be assigned only with respect to the assigned Affiliate Systems and, notwithstanding any provision to the contrary, no other system of assignee may be added to this Agreement without Network's prior written consent), (iii) an entity under common control with, controlled by or in control of the assignor, or (iv) a lender, as an assignment of collateral to secure credit extended to the assignor.

- e. **Choice of Law.** This Agreement and the rights and obligations of the parties under this Agreement will be governed by and construed in accordance with the internal laws of the state of California, without reference to conflict of laws provisions. Each party, to the extent permitted by applicable law, hereby irrevocably and unconditionally (i) submits to the general jurisdiction of the federal and state courts located in Los Angeles, CA; (ii) agrees that any action or proceeding concerning this Agreement will be brought exclusively in such courts; and (iii) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding in any such court was brought in an inconvenient court and agrees not to claim or plead the same.
- f. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original and together will constitute one and the same agreement. Any signature delivered by facsimile or .pdf attachment will be deemed an original signature for all purposes and will be binding on the signing party.
- g. **Entire Agreement.** This Agreement, including its Schedules and Exhibits, constitutes the entire understanding between Network and Affiliate concerning the subject matter of this Agreement. Each party acknowledges that it is not entering into this Agreement in reliance upon any term, condition, representation or warranty not stated in this Agreement. This Agreement supersedes any and all other prior and contemporaneous discussions, negotiations, agreements, whether oral or written, pertaining to the subject matter of this Agreement.
- h. **Waiver and Amendment.** This Agreement may not be modified or amended, and no provision of this Agreement may be waived, except in a writing executed by each of the parties. No failure to exercise or delay in the exercise of, a party's rights under this Agreement will constitute a waiver of such rights. No waiver of a provision of this Agreement will constitute a waiver of the same or any other provision of this Agreement other than as specifically set forth in such waiver.
- i. **Severability.** Subject to Section 13.c., if any provision of this Agreement, or the application of such provision to any party or circumstance, is found to be illegal or unenforceable for any reason under law, regulation or court order, such provision will be modified or severed from this Agreement to the extent necessary to make such provision enforceable against such party or in such circumstance, provided that the parties will negotiate in good faith an equitable adjustment to this Agreement so as to give effect to the intent so expressed and the benefits so provided. Neither the unenforceability of such

provision nor the modification or severance of such provision will affect the enforceability of any other provision of this Agreement.

- j. **Interpretation.** No provision of this Agreement may be interpreted against any party because such party or its counsel drafted the provision. Headings used in this Agreement are provided for convenience only, and will not be interpreted to have independent meaning or to modify any provision of this Agreement. All references to Sections, sub-Sections, Schedules, Exhibits and other attachments will be references to each such item as contained in, or attached to, this Agreement and to each such item as may be amended, modified or supplemented in accordance with this Agreement, unless otherwise expressly provided. All references are applicable to both the singular and the plural as the context requires. The word “including” and its derivatives when used in this Agreement are used in an illustrative sense and not in a limiting sense and will mean “including, without limitation” unless otherwise specified.
- k. **Surviving Provisions.** The following provisions shall survive the expiration or termination of this Agreement: Sections 8.g., 8.h., 12., 13.e., 13.f., 14. and 15. and any other provision expressly stating the same.
- l. **Remedies.** The several rights and remedies of each party under this Agreement will be cumulative, and the exercise of one or more of those rights or remedies will not preclude the exercise of any other right or remedy under this Agreement at law or in equity. Notwithstanding anything to the contrary in this Agreement, neither party is entitled to recover any lost profits or incidental or consequential damages, whether foreseeable or not, resulting from a breach or failure by the other party, and, except as expressly provided in this Agreement to the contrary, neither Network nor Affiliate will have any right against the other with respect to claims by a third party. This Section 15.l. will survive the termination or expiration of this Agreement.
- m. **Specific Performance.** Each party acknowledges that the obligations to be fulfilled by Affiliate under this Agreement are specific and unique in character, and that any failure by Affiliate to fulfill its obligations under this Agreement (including distribution and carriage commitments) will cause irreparable damage to Network that cannot be rectified by monetary damages. Accordingly, Affiliate agrees that Network will be entitled to obtain specific performance of Affiliate’s obligations under this Agreement as an appropriate remedy in the event of Affiliate’s breach of this Agreement.
- n. **Review.** Each party acknowledges that it has had ample time and opportunity to review carefully this Agreement. Each party further acknowledges that it has the right to seek independent legal counsel with respect to this Agreement, and hereby represents and warrants that it has either sought such counsel or determined after careful review of the Agreement that it chooses freely and judiciously to waive such right.

- o. **No Relationship.** This Agreement does not create any partnership or joint venture between Affiliate and Network. Neither Affiliate nor Network will be, or hold itself out as, the agent of the other party in connection with, or as a result of, this Agreement. No subscriber of Affiliate will be deemed to have any privity of contract, contractual relationship or other relationship with Network by virtue of Network's execution or performance of this Agreement (including Network's delivery of the Service to Affiliate under this Agreement).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be duly executed as of the Execution Date.

**AT&T SPORTSNET ROCKY MOUNTAIN,
LLC**

**CENTRAL TELCOM SERVICES, LLC
d/b/a CENTRAL UTAH TELEVISION**

EW



Name: Patrick Crumb

Title: President



Name: EDDIE L. COX

Title: GENERAL MANAGER

EXHIBIT A
Advertising Guidelines

1. **Prohibited Categories.** Both Affiliate (with respect to Affiliate Ad Time) and Network (with respect to Network non-programming time) shall include only commercial material that is lawful on the Service. Additionally, Network and Affiliate, respectively, shall ensure that the following conditions are complied with, with respect to all commercial announcements included in the Service by Network or inserted by Affiliate in the Service:
 - (a) no advertising of any habit-forming or illegal drugs (except for prescription drugs), or products, publications or services related to or associated with habit-forming or illegal drugs or tobacco products (which does not include products that assist or aid in quitting smoking), provided, that advertising for alcoholic beverages may be accepted;
 - (b) no material constituting or relating to an illegal lottery, or any enterprise, service, or product which would tend to encourage, aid, abet, assist, facilitate or promote illegal gambling;
 - (c) no announcement for a product or service which is illegal per se or has no legal use in the state, county or municipality in which any Affiliate System is distributing the announcement;
 - (d) no commercial or material which is in whole or part obscene, either in theme or in treatment;
 - (e) no advertising for “900” or “976” telephone services or any other telephone services which bill a caller for placing or confirming the call (other than the telephone company’s cost of the call) which relate to sexually explicit or intimate matters or are directed primarily at children;
 - (f) no advertising for adult (sex) programming services, videos or magazines or for establishments which predominately feature nude or semi-nude performers;
 - (g) no advertising for escort services;
 - (h) no advertising for movies with an MPAA “X” or NC-17 rating; and
 - (i) Affiliate shall not engage in any advertising, marketing or promotions which directly or indirectly depicts or implies an association with, or endorsement by, any Team or Network, or that an advertiser, marketer or promoter is a sponsor of any Team or Network (e.g., “[Name of product] is the official drink of [name of Team]”) without prior written confirmation from Network whether such advertiser, marketer or promoter has obtained from the Team in question, if any, the right to so advertise, which confirmation shall be provided as promptly as reasonably practicable.

EXHIBIT B

Exclusive Advertising Categories

Network may notify Affiliate, from time to time, of exclusive advertising categories reserved by Network or its Service programming providers applicable to the sale and use of advertising time by Affiliate. These restrictions and standards may restrict the types of products or services that may be advertised during certain programming being telecast on the Service. Affiliate must comply with such restrictions and standards in accordance with this Agreement. Typically, Network will reserve several exclusive advertising categories during the telecast of a particular team or sports league (*e.g.*, "Soft drinks" during all Rockies games in the 2019 season). If Affiliate has any question about the scope of any particular advertising category reserved by Network, or if Affiliate has not received notice (email to suffice) of any exclusive advertising categories reserved by Network, please contact Network in writing as indicated in Section 15.b. of the Agreement.

EXHIBIT D

Description of Affiliate Systems

Affiliate shall ensure that, for each Affiliate System listed below, (i) such Affiliate System complies with the “Affiliate System” definition set forth in Section 1., (ii) all information set forth below for such Affiliate System is accurate, and (iii) such Affiliate System holds all licenses required by law or regulation (including a valid franchise) covering the Distribution Area for the Term.

7-1-18

System Name	Distribution Area	DMA Served	Zone*	Total Subs	Service Subs	HD Subs	Channel Position
Dugway, UT		Salt Lake City	1U		28 47	47	120 38 520
Santaquin, UT		Salt Lake City	1U		213 206	206	120 20 520
Central, UT		Salt Lake City	2U		194 157	157	120 20 520
Delta/Millard, UT		Salt Lake City	2U		39 44	4	15 520
Ephraim, UT		Salt Lake City	2U		211 255	211	120 20 520
Eureka, UT		Salt Lake City	2U		51 37	37	120 20 520
Glenwood, UT		Salt Lake City	2U		25 27	27	120 21 520
Goshen, UT		Salt Lake City	2U		48 33	33	120 520

Gunnison, UT		Salt Lake City	2U		466 143	143	120 20 520
Gunnison South (Salina), UT		Salt Lake City	2U		622 617	617	120 20 520
Mayfield, UT		Salt Lake City	2U		23	23	120 20 520
Mona, UT		Salt Lake City	2U		9 10	10	120 20 520
Moroni, UT		Salt Lake City	2U		114 115	115	120 20 520
Mt. Pleasant, UT		Salt Lake City	2U		297 339	297	120 20 520
Nephi, UT		Salt Lake City	2U		220 177	177	120 520
Wendover, UT		Salt Lake City	2U		466 432	11	15 520
Sigurd, UT		Salt Lake City	2U		11	11	120 520
Fillmore, UT		Salt Lake City	3U		61 69	7	15 520

*Zones are set forth in this Exhibit D for convenience only, and do not amend or modify the Zone Definitions.

EXHIBIT C

Base Rates

AT&T SPORTSNET Rocky Mountain	2018	2019	2020	2021	1/1/2022- 9/30/2022
Zone 1U	\$7.7540	\$9.0500	\$9.6835	\$10.3613	\$10.9830
Zone 2U	\$5.6004	\$6.8500	\$7.3295	\$7.8426	\$8.3131
Zone 3U	\$4.3129	\$5.3000	\$5.6710	\$6.0680	\$6.4320

Zone Definitions:

ROCKY MOUNTAIN

- Zone 1:** The area 0-75 miles from the intersection of Colfax Avenue and Federal Boulevard in Denver, Colorado.
- Zone 2:** The area 75-150 miles from the intersection of Colfax Avenue and Federal Boulevard in Denver, Colorado, excluding the states of Nebraska, Kansas, South Dakota and New Mexico.
- Zone 3:** The area more than 150 miles from the intersection of Colfax Avenue and Federal Boulevard in Denver, Colorado and within Colorado, Eastern Wyoming, South Dakota and New Mexico and the following counties in Nebraska: Banner, Box Butte, Grant, Morrill, Scottsbluff, Sheridan, Sioux.
- Zone 1U:** The area 0-75 miles from the intersection of West South Temple and South 300 West (Vivint Smart Home Arena) in downtown Salt Lake City, Utah.
- Zone 2U:** The area 75-150 miles from the intersection of West South Temple and South 300 West (Vivint Smart Home Arena) in downtown Salt Lake City, Utah excluding the states of Idaho and Nevada.
- Zone 3U:** The area greater than 150 miles from the intersection of West South Temple and South 300 West (Vivint Smart Home Arena) in downtown Salt Lake City, Utah and areas within Western Wyoming, Utah, the Idaho Falls-Pocatello DMA and the portion of the Salt Lake City DMA located within the state of Idaho.
- Zone 1U:** The area 0-75 miles from the intersection of West South Temple and South 300 West (Vivint Smart Home Arena) in downtown Salt Lake City, Utah.

- Zone 2U:** The area 75-150 miles from the intersection of West South Temple and South 300 West (Vivint Smart Home Arena) in downtown Salt Lake City, Utah excluding the states of Idaho and Nevada.
- Zone 3U:** The area greater than 150 miles from the intersection of West South Temple and South 300 West (Vivint Smart Home Arena) in downtown Salt Lake City, Utah and areas within Western Wyoming, Utah, the Idaho Falls-Pocatello DMA and the portion of the Salt Lake City DMA located within the state of Idaho.
- Zone 1N:** The following counties in Nevada: Clark, Lincoln, Nye
- Zone 2N:** The following counties in Nevada: Elko, Eureka, White Pine
- Zone 3N:** The following counties in Nevada: Carson City, Churchill, Douglas, Esmeralda, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, Washoe
- Zone 4N:** The following counties in California: Inyo, San Bernardino
The following county in Arizona: Mohave
- Zone 5N:** The following counties in California: Fresno, Kings, Madera, Mariposa, Mono, Tulare
- Zone 6N:** The following counties in California: Alpine, El Dorado, Lassen