

AUTHENTICATION AGREEMENT

This AUTHENTICATION AGREEMENT (including all Schedules attached hereto, this “Agreement”), effective as of Oct 15th, 2018 (the “Effective Date”), is entered into by and between CENTRAL TELCOM SERVICES, LLC d/b/a CENTRAL UTAH TELEVISION, (referred to herein as “Affiliate”) and AT&T SPORTSNET ROCKY MOUNTAIN, LLC (referred to herein as “Network”).

WHEREAS, the parties have entered into an affiliation agreement, as of October 1, 2018 with respect to distribution of Network’s programming Service entitled AT&T SportsNet Rocky Mountain (f/k/a ROOT SPORTS Rocky Mountain), as amended (the “Underlying Agreement”); and

WHEREAS, the parties are now entering into this Agreement to set forth the terms and conditions relating to the authentication of Service Subscribers to the Network Platform and the MLB Platforms on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Network and Affiliate hereby agree as follows:

1. **Definitions.** Each capitalized term used but not defined in this Agreement shall have the meaning set forth on Schedule 1 (Definitions) attached hereto.
2. **Term; Suspension.** The term (“Term”) of this Agreement shall be co-terminus with the term of the Underlying Agreement (after giving effect to all extensions and renewals thereof), unless earlier terminated pursuant to the terms of this Agreement. Effective as of the Effective Date, this Agreement supersedes all prior and contemporaneous agreements, arrangements, discussions, negotiations and understandings relating to the subject matter of this Agreement, including without limitation, any amendments or extensions thereto. For the avoidance of doubt, Affiliate’s rights and obligations pursuant to Section 3 (Authentication Requirements) of this Agreement, will be deemed suspended, automatically and without any action or notice by Network or Affiliate (and in accordance with Schedule 2 (Network Authentication Requirements)), for so long as, and to the extent that, the distribution or exhibition of the Service is suspended pursuant to the terms of the Underlying Agreement. In addition, Affiliate shall take all steps necessary to effectuate such suspension of Authentication and Authorization immediately and in any event no later than within eight (8) hours.
3. **Authentication Requirements.**
 - 3.1. **Authentication to Network Platforms.** Within thirty (30) days of the Effective Date and continuing throughout the Term, Affiliate will support and provide means of Authentication in accordance with the Authentication Requirements set out on Schedule 2 (Network Authentication Requirements), which specifications and technical requirements may be amended and/or updated by Network in its sole discretion by giving Affiliate prior written notice (for which email shall suffice) to enable Authenticated Users to access Authenticated Video Content, on an Authenticated Basis, on the Network Platforms via all applicable Permitted Devices. Network may amend and/or update the Network Authentication Requirements set out on Schedule 2 in its sole discretion by giving Affiliate prior written notice (for which email shall suffice).
 - 3.2. **Authentication to MLB Platforms.** In addition, as of the Effective Date and continuing throughout the Term or until Network informs Affiliate otherwise in writing, with respect to

Authenticated Video Content constituting MLB programming, Affiliate shall support and provide means of Authentication in accordance with the MLB Authentication Requirements set out on Schedule 3 (MLB Specifications) to enable Authenticated Users to access such MLB programming, on an Authenticated Basis, on the MLB Platforms via all applicable Permitted Devices.

4. **No Fees.** Affiliate shall not charge Service Subscribers a discrete fee for access to the Authenticated Video Content. For the avoidance of doubt, Affiliate shall not be deemed to have imposed a fee as contemplated in the preceding sentence by reason of (a) any fees Affiliate charges or may charge for the level(s) of service in or with which the Service and/or Authenticated Video Content are included, or (b) any equipment, technology, access or similar charge that does not vary based upon whether or not a subscriber receives the Authenticated Video Content.
5. **League Restrictions.** Notwithstanding anything to the contrary in this Agreement, this Agreement is limited by, and subject to, all limitations, covenants, standards and restrictions applicable to 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").
6. **Termination:**
 - 6.1. **By Network.** In addition to its other rights under this Agreement or at law or in equity, Network may terminate this Agreement or suspend distribution of the Service (or suspend and thereafter terminate 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) the Underlying Agreement terminates; (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.
 - 6.2. **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; (ii) the Underlying Agreement terminates; (iii) Network 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 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.
7. **General Terms and Conditions.**
 - 7.1. **Incorporation.** To the extent applicable, the general provisions set forth in the Underlying Agreement, including, without limitation, the parties' representations and warranties, indemnification provision, accrued obligations provision, confidentiality provision, notice

provision, assignment provision, choice of law provision, waiver provision, severability provision, interpretation provision, remedies provision and no relationship provision shall be deemed incorporated into this Agreement and shall apply with respect to the terms and conditions of this Agreement. In the event of a conflict between this Agreement and the Underlying Agreement, this Agreement shall control with respect to the Authenticated Video Content. References to a specific section in this Authentication Agreement refer to such section as it appears in this Authentication Agreement (i.e., and not in the Affiliation Agreement), unless otherwise noted.

- 7.2. **Additional Representation and Warranty.** Affiliate represents, warrants and covenants to Network that Affiliate shall not include or transmit during any software integrations contemplated under this Agreement, any software code containing any (a) “back door,” “time bomb,” “Trojan Horse,” “worm,” “drop dead device,” “virus,” “spyware” or “malware” or (b) any computer code or software routine that: (1) permits unauthorized access to or use of a Network Platform or the system of Network’s vendor, (2) disables, damages, erases, disrupts or impairs the normal operation of a Network Platform or the system of Network’s vendor or (3) damages or destroys data or other Network property.
- 7.3. **Discontinuance of Authenticated Video Content.** If Network discontinues distribution of all or a portion of the Authenticated Video Content on an Authenticated Basis in all or any portion of the Territory, this Agreement will automatically terminate with respect to such Authenticated Video Content.
- 7.4. **Control of Content.** The Authenticated Video Content (including selection, scheduling, substitution and withdrawal of any programming or advertising inserted by Network therein and/or included on any Network Platform) will at all times remain within the sole discretion and control of the Network.
- 7.5. **Press Releases.** Either party may release, from time to time, general press statements regarding carriage of the Service on a Network Platform or MLB Platform with the other party’s prior written consent.
- 7.6. **Force Majeure.** Network will not be liable to Affiliate for Network’s failure to provide any Authenticated Video Content (or any particular programming that would have otherwise been part of such Authenticated Video Content) to Authenticated Users and Affiliate will not be liable to Network for Affiliate’s failure to authenticate Authenticated Users (including any failure relating to authentication of any Network Platform), if such failure is due to any cause, except financial inability, beyond either Network’s or Affiliate’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, or damage to or restriction on use of stadiums or their broadcasting facilities).
- 7.7. **Surviving Provisions.** The following provisions shall survive the expiration or termination of this Agreement (a) Section 7.2 (Additional Representation and Warranty) and Section 7.7 (Surviving Provisions) of this Agreement; (b) the following incorporated provisions of the Underlying Agreement: the representations and warranties, the indemnification provision, the confidentiality provision, the notice provision, the accrued obligations provision, the choice of law provision, and the remedies provision; and (c) any other provision of this Agreement expressly stating the same.

- 7.8. 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.
- 7.9. Entire Agreement. This Agreement, including its Schedules attached hereto which are hereby incorporated by reference and form an integral part of this Agreement, 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 agreements, whether oral or written, pertaining to the subject matter of this Agreement.
- 7.10. Execution. This Agreement may be executed in counterparts, each of which (once executed) is an original and all of which together (once executed) constitute one and the same agreement. Signatures to this Agreement may be delivered by facsimile or PDF and will be binding upon the parties.

[Signature Page Follows]

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

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

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

By: 
(Authorized Signature)

Name: Patrick Crumb

Title: President

Date: 10/17/2018

By: 
(Authorized Signature)

Name: EDDIE L. COX

Title: GENERAL MANAGER

Date: 10-15-18

Schedule 1

Definitions

1. "Affiliate" shall have the meaning set forth in the preamble of this Agreement.
2. "Affiliate Authentication System" shall have the meaning set forth in Section 1.1 of Schedule 2 (Network Authentication Requirements) of this Agreement.
3. "Affiliate System" means Affiliate's video programming distribution system authorized to distribute the Service pursuant to the Underlying Agreement.
4. "Agreement" shall have the meaning set forth in the preamble.
5. "API" means an application programming interface.
6. "Applicable Law(s)" means all applicable federal, state and local laws, statutes, ordinances, rules and regulations of any jurisdiction, including, without limitation, the VPPA.
7. "Authenticated Basis" means the online distribution of broadband linear stream(s) of a given video programming service to a Service Subscriber by virtue of such subscriber's valid subscription to an IPTV, cable or satellite linear programming service (or a package of video services that includes such linear programming service). For the avoidance of doubt, "Authenticated Basis" shall not include distribution on a subscription basis or an electronic sell through basis.
8. "Authenticated User(s)" means Affiliate's Service Subscriber(s) that is verified (which, for purposes of the Network Platforms, shall be in accordance with the Authentication Requirements) at each instance of access to the Authenticated Video Content, as a valid Service Subscriber with respect to the Service.
9. "Authenticated Video Content" means the live simulcast broadband linear feed(s) of the Service (which may include blackouts).
10. "Authentication" shall mean a secure transaction process for verifying that any user requesting access to Authenticated Video Content via any (i) Network Platform, and/or (ii) MLB Platform, is a valid Service Subscriber and that such access is authorized solely on an Authenticated Basis pursuant to and in accordance with the terms set out in this Agreement, including, without limitation, Schedule 3 (MLB Specifications).
11. "Authentication Requirements" means the *Network Authentication Requirements* attached hereto as Schedule 2 (Network Authentication Requirements), as such may be updated and supplemented by Network in writing from time-to-time-on notice-to-Affiliate.
12. "Authorization" shall mean a secure transaction process for approving or denying access by a Network Platform user to Authenticated Video Content based on the data obtained through Authentication.
13. "Best Treatment" means that, with respect to a given provision or term (or lack thereof), Affiliate shall provide Network, with respect to the Service and the content thereof or associated therewith, the most favorable terms (provided, that such terms shall not result in Network having less favorable

treatment than what Affiliate has committed to provide under this Agreement) with respect to such provision or term (or lack thereof) provided to any other similarly situated programmer.

14. "Effective Date" shall have the meaning set forth in the preamble of this Agreement.
15. "Internet" means any publicly accessible distribution system using TCP/IP or other packet switched network(s) (access to which may occur by using a uniform resource locator (URL) via the world-wide-web, or using any software application or other technology, regardless of whether a login and password or other form of secured access is required for access to such publicly accessible distribution system). For clarity, as used in this Agreement, "Internet" shall not include an Affiliate's IP-based distribution of its facilities-based multichannel video programming service (e.g., IPTV).
16. "League Restrictions" shall have the meaning set forth in Section 5 (League Restrictions).
17. "MLB Platforms" means, collectively, the MLB-owned and controlled and branded "MLB.TV" and "MLB At Bat" platforms or any successor thereto.
18. "Network" shall have the meaning set forth in the preamble of this Agreement.
19. "Network Authentication Vendor" shall have the meaning set forth in Section 1.3 of Schedule 2 (Network Authentication Requirements) of this Agreement.
20. "Network Platform" means any website and/or application designated by Network that (i) distributes Service content via the Internet and (ii) is owned and/or controlled by Network.
21. "Permitted Devices" means all Internet-enabled devices to the extent such devices are capable of complying with all applicable terms of this Agreement (including, without limitation, the Authentication Requirements).
22. "Service" means AT&T SportsNet Rocky Mountain or any successor thereto.
23. "Service Subscriber" means a residential subscriber who is currently authorized to receive the Service from Affiliate's respective Affiliate System pursuant to and in accordance with the Underlying Agreement.
24. "Term" shall have the meaning set forth in Section 2 (Term; Suspension) of this Agreement.
25. "Territory" means the territory where Affiliate is distributing the Service as set forth in the Underlying Agreement.
26. "VPPA": means the Video Privacy Protection Act, 18 U.S. Code § 2710, as amended.

Schedule 2

Network Authentication Requirements

Subject to League Restrictions and in addition to any requirements set out in the Agreement, these Authentication Requirements describe Affiliate's obligations relating to the verification of users of Network Platforms as Authenticated Users.

1. Affiliate Authentication System.

1.1 Affiliate shall develop, host, implement and manage a system to accurately perform Authentication and Authorization (such system, the "Affiliate Authentication System"), and shall integrate the Affiliate Authentication System with each Network Platform utilizing AdobePrimetime and AdobePrimetime Concurrency Monitoring. The Affiliate Authentication System shall (1) comply with then-current industry best practices for Authentication and Authorization (provided Affiliate shall provide Network Best Treatment with respect to Authentication processes and policies (e.g., home based authentication, token duration)), and (2) meet the following requirements to the extent each such requirement is not less than then-current industry best practices:

- (a) Host a log-in page that (i) is accessible via each Network Platform, (ii) contains a conspicuous link to Affiliate's then-current applicable privacy policy and terms of use, (iii) provides clear, concise notice to users that Affiliate's privacy policy applies to Affiliate's collection, sharing and use of user information, (iv) does not in any way direct the Authenticated User to view (e.g., via inclusion of URL or other interactive application), or otherwise promote the availability of (e.g. via messaging), any Authenticated Video Content via any other video content delivery platform and (v) allows a Network Platform user to establish and enter log-in credentials that are sufficient for Affiliate to accurately perform Authentication and Authorization; provided that if pre-approved by Network, Affiliate may use other industry-standard methods to verify a user as an Authenticated User (e.g., IP address-based Authentication and Authorization) that Affiliate believes in its reasonable discretion provides a comparable level of accuracy as the method described in clause (v) above;
- (b) Allow an Authenticated User's authenticated state to persist for a minimum of ninety (90) days, unless the Authenticated User takes any action to terminate such state (e.g., logs-out) or Affiliate or Network terminates such state pursuant to Section 4 (Response to Unauthorized Access) of this Schedule;
- (c) At each requested play-back of Authenticated Video Content, enable Authorization;
- (d) ~~Establish and maintain a secure sockets layer (SSL) connection with each Network Authentication Vendor (as such term is defined below);~~
- (e) Prevent transmission of any personally identifiable information to Network or any Network Authentication Vendor and/or any third party in violation of the VPPA;
- (f) Each time Affiliate Authenticates and/or Authorizes a Network Platform user through the Affiliate Authentication System, send a secure access mark-up language (SAML) response to Network (or, if requested by Network, to a Network Authentication Vendor) containing an alpha-numeric identifier for each Authenticated User that is (i) unique to

such Authenticated User's subscription account (i.e., every username on the same Affiliate subscription account should return the same identifier) and (ii) consistent across sessions and Network Platforms;

(g) To the extent an Authenticated Subscriber is attempting to access regionally- or locally-available Authenticated Video Content via a Network Platform, (i) provide Network access to the ZIP code associated with such Authenticated User's Service address to enable access to such local or regional Authenticated Video Content and (ii) confirm to Network such Authenticated Subscriber's channel group ID; and

(h) Prevent unlawful or unauthorized access to the Authenticated Video Content, which measures may require, but may not be limited to (i) implementing limits on the number and/or geographic spread of Authentication requests by a user within a given time period, (ii) monitoring, tracking and keeping accurate records of Authentication or Authorization activity through the Affiliate Authentication System, and (iii) detecting and investigating potentially unlawful or unauthorized activity with respect to the Affiliate Authentication System.

1.2 Without limiting any of the requirements set forth in this Agreement, Affiliate will implement the same Affiliate Authentication System with respect to each Network Platform that Affiliate implements with respect to the websites and applications of other programmers and Affiliate (subject to technological variations necessary to effectively integrate such system with the particular website or application).

1.3 Network may use third-party vendors (each, a "Network Authentication Vendor") to facilitate the integration between any Network Platforms and the Affiliate Authentication System.

1.4 Notwithstanding anything stated in this Agreement to the contrary, Network may elect to develop, implement and maintain a Network process to authenticate and authorize any Network Platform user who is a Service Subscriber to view Authenticated Video Content.

1.5 Network acknowledges and agrees that Affiliate may engage a third party technology vendor (approved in writing by Network) to perform Authentication. The watchTVeverywhere vendor and the Synacor vendor are hereby approved.

2. **Compliance.** Affiliate shall be solely responsible for ensuring that the Affiliate Authentication System (including, without limitation, the collection, storage, use, transmission, sharing and destruction of any user information and Authenticated Video Content titles collected by or on behalf of Affiliate in connection therewith) is compliant with the following: (i) all Applicable Laws; (ii) all applicable self-regulatory principles and Affiliate's privacy policy and privacy best practices; (iii) all applicable developer (e.g., Apple and Google/Android) standards, policies, API terms and other guidelines applicable to each Network Platform; and (iv) all applicable Network privacy and data security requirements to the extent Affiliate connects to any Network system and/or Network Authentication Vendor. Affiliate is solely responsible and liable for ensuring that Affiliate has obtained the necessary rights to share any user information or data with Network.

3. **Error Messages.** Upon Network's request, Affiliate shall provide Network a list of Authentication and Authorization process error codes and messages. Network may map these error codes to Network's error messages to provide a consistent user experience across all Network Platforms.

4. **Response to Unauthorized Access.**

- 4.1 If Affiliate has knowledge of, should have knowledge of, or has reason to suspect that, an Authenticated User or other individual is engaging in or has threatened to obtain unlawful or unauthorized access to the Affiliate Authentication System, Affiliate must immediately (i.e., within twenty-four (24) hours or less) do the following: (i) suspend or terminate such individual's access to any and all affected Network Platforms until appropriate corrective action is taken by Affiliate; (ii) promptly notify Network of such unlawful or unauthorized activity in writing; and (iii) take measures consistent with then-current applicable industry best practices to stop the activity or threatened activity and to mitigate the effect of such activity.
- 4.2 Network may, in its sole discretion, block access to Authenticated Video Content if it knows or has reason to suspect that an individual has, or is threatening to gain, unauthorized access to any Authenticated Video Content.

Schedule 3

MLB Specifications

Set forth below are standards designed to ensure compliance with the principle that the Content (as defined below) shall only be viewable by eligible Subscribers on an Authenticated Basis while in the applicable Home Television Territory (as defined below) or exercising Travel Rights.

Encryption and Gating (Encryption, security checks and/or verifications).

1. Industry standard, AES-128 bit encryption for all regional MLB programming served to client Internet applications (the "Content");
2. Adaptive bitrate streaming with all video data in the entire Content chunk encrypted with access to such encrypted Content gated by security checks and verifications;
3. Login authorization on client device;
4. Secure key minting and passage of unique encrypted media key to client device to access Content;
5. Decryption of media key on client device;
6. HDCP validation on HDMI outputs and rooted device detection (if applicable) if the applicable device (and display) support such validation and detection;
7. Authorization that user's account type is entitled for Content access;
8. Authorization that user's IP or geo-location is obtainable from the client and approved for Content access;
9. Minting of an encrypted token for user's session;
10. Industry-standard security for media keys and management of entitlements to secure live linear video;
11. Media keys used for Content encrypted when stored at rest with a system key in a secure data center;
12. Services that require media keys such as Segmenters or Video Viewers decrypt generated media keys upon request and only in memory on client device;
13. Key rotation on a regular basis as long as the stream is active, designed to protect against unauthorized access and diversion of stream and where keys are unique from initiation to every individual rotation and do not repeat. After an encrypted key is minted relative to the client attempting to access Content, secure delivery of the encrypted key to the client device (e.g., over a Transport Layer Security (TLS) secured link to client);
14. Clients use, utilizing certificate verification, of a shared secret within the application, or other verified protocols for initiation; and
15. The encrypted Content chunks are delivered to the client as a stream so that no media persists on devices (except for a temporary cache or buffer to facilitate streaming).
16. As an alternative to the above described encryption methods in Items 1 through 15 above, the use of a commercial DRM (e.g., FairPlay, PlayReady, Widevine, Adobe Access).

Geo-Location Detection. The following mechanisms to monitor and enforce MLB restrictions relating to the Team's home television territory (such territory, a "Home Television Territory"):

1. **Wired Device Location Detection.** Utilization of IP to zip code lookup database or service (e.g., Neustar or Digital Envoy) mapped against MLB provided zip codes for Home Television Territory region data, which data is to be updated and mapping to be refreshed on an annual MLB season basis.

2. **Wireless Device Location Detection.** On a wireless device or a device receiving Content on a wireless carrier's network (unless such device is verified as being within the subscription premises (e.g., home) of an eligible Subscriber using WiFi within the applicable Home Television Territory), location services that detect latitude and longitude must be used. Access to the Content shall be denied to devices for which the location cannot be determined as described above. Additionally, industry standard tamper-resistant measures must be implemented to detect whether devices are "rooted" or "jail broken" and thereby able to pass in fake coordinates, and in the case of such detection, access to the Content shall also be denied. In the case of location services, latitude and longitude coordinates are to be converted to a zip code and mapped to the MLB provided zip code to blackout region data referenced above to determine stream eligibility.

Concurrent Stream Limits/Password Sharing Protection.

As session tokens are requested for media playback, Content must be validated with session management. Affiliate and Network may allow each Eligible Subscriber's authenticated account to access up to five (5) streams of Content concurrently on an out-of-home basis (i.e., independently counted for each of Network's website/app and Affiliate's website/app). For clarity, there are no concurrent stream limits for in-home viewing of Content. Authorization checks must be scheduled for continuous validation that any given account is not violating this out-of-home concurrent stream limit rule throughout the session. In addition, reasonable countermeasures must be implemented to avoid account sharing. Examples of reasonable countermeasures include the following: prevention of the same account accessing Content from two disperse locations in close time proximity out of the Eligible Subscriber's Home Television Territory (e.g., a Seattle user's account being used to access a stream from New York followed by an attempt to access a stream from California 15 minutes later); tracking the plurality of devices in use by a single account; and tracking the use of proxies and other location spoofing technologies that may indicate that people are attempting to violate blackout rules.

Travel Rights.

The Content may only be accessed by an Eligible Subscriber outside of the applicable Home Television Territory when traveling on a temporary basis. In furtherance of the preceding standard, the Content may be viewed on an Internet-connected device by an Eligible Subscriber outside of the Home Television Territory only during a Travel Period. A "Travel Period" is the period following such device being confirmed to be geo-located inside the applicable Home Television Territory of that Eligible Subscriber (e.g., by authentication and/or launching the applicable site/app inside the applicable Home Television Territory), that begins on the first day that such device is used to view Content outside the Home Television Territory and ends the earlier of thirty (30) days or the next date on which such device is so confirmed. Notwithstanding the foregoing, one (1) device per account of an Eligible Subscriber that has never been geo-located inside the Home Television Territory of such Eligible Subscriber may access the Content outside of the Home Television Territory for a single period of not more than two (2) days. If it is reasonably-determined by-MLBAM that an-Affiliate-is making the-Content-available-outside the Home Television Territory otherwise than in compliance with the foregoing standard, then upon written notice from MLBAM to Network, Network will promptly notify such Affiliate that, upon receipt of such notice, it is thereafter required to blackout the Content outside the Home Television Territory due to an MLBAM suspension of said rights, until such time as MLBAM and Network have determined that such Affiliate is in compliance with the standard. In addition, Network and MLBAM will meet during the MLB season to work together in good faith (1) to develop policies and procedures to prevent abuses (if any) of Travel Rights and (2) to mitigate poor consumer experience or consumer confusion (if any) resulting from the above process.