

## COMMUNITY PROGRAMMING AGREEMENT

This Community Programming Agreement herein after referred to as (the Agreement) is entered into between CoxCom, Inc., d/b/a Cox Communications Omaha herein after referred to as (Cox) and the following three entities for the purpose of providing community-based programming on Cox's Omaha cable network covered by the City of Omaha franchise herein after referred to as (the System).

1. The Knowledge Network of Greater Omaha, herein after referred to as (TKN)
2. The Omaha Health and Wellness Consortium, herein after referred to as (H & W)
3. Community TeleCast, Inc., herein after referred to as (CTI)

### *Statement of Relationships:*

Cox is entering into these Agreements with TKN, H & W and CTI for the purpose of providing locally-produced, non-commercial, community-based, viable and meaningful programming throughout the City of Omaha franchise area that addresses:

**TKN** - Educational needs of the City of Omaha (the Community) and fulfills Cox's obligation to provide educational access programming under its cable franchise agreement with the Community. To meet these objectives, TKN will associate with Community agencies, institutions and organizations for the purpose of generating programming for the channel(s). TKN programming will be current, informational or cultural in nature as it pertains to educational topics and shall be non-commercial.

TKN programming will be available on two channels 17 and 18 for Cox customers who reside within the Community. All other municipalities served by Cox in Nebraska or Iowa may receive programming on the channel(s) as determined by Cox. TKN's channel assignment, if changed, would be done so upon 90 days written notification. Any channel change would be limited: a) to channels in the first tier if required by FCC regulations; or b) a level of service that has more than 50% penetration.

**H&W** - Educational needs of the City of Omaha (the Community) and fulfills Cox's obligation to provide health-oriented access programming under its cable franchise agreement with the Community. To meet these objectives, H&W will associate with Community agencies, institutions and organizations for the purpose of generating programming for the channel. H&W programming will be current, informational and educational as it pertains to addressing the health needs of the Community.

H&W programming will be available on channel 4 for Cox customers who reside within the Community. All other municipalities served by Cox in Nebraska or Iowa may receive programming on a channel as determined by Cox. H&W's channel assignment, if changed, would be done so upon 90 days written notification. Any channel change would be limited: a) to a channel in the first tier if required by FCC regulations; or b) a level of service that has more than 50% penetration.

**CTI** - Educational needs of the City of Omaha (the Community) and fulfills Cox's obligation to provide "All Peoples of Color" oriented access programming under its cable franchise agreement with the Community. To meet these objectives, CTI will associate with Community agencies, institutions and organizations for the purpose of generating programming for the channel. CTI programming will be current, informational, educational and cultural in nature as it pertains to all of Omaha's various "Peoples of Color" communities.

CTI programming will be available on channel 22 for Cox customers who reside within the Community. All other municipalities served by Cox in Nebraska or Iowa may receive programming on a channel as determined by Cox. CTI's channel assignment, if changed, would be done so upon 90 days written notification. Any channel change would be limited: a) to a channel in the first tier if required by FCC regulations; or b) a level of service that has more than 50% penetration.

**Provisions:**

- I In order for TKN, H&W and CTI to continue cablecasting on their respective channels on the System, they independently must provide the following materials to Cox for its review and approval. This material shall be submitted for review and approval along with the signed copy of this agreement. Cox will sign and forward completed copy of said agreement following review of all submitted materials.
1. TKN, H&W and CTI will each provide documentation to demonstrate their non-profit, Section 501(c)3 tax-exempt status and a completed copy of the filing of their articles of incorporation.
  2. TKN, H&W and CTI will each
    - a) establish a Board of Directors that represents non-profit institutions, governmental institutions and/or other interested community-based organizations that embrace the primary purpose of each specific community access programming group
    - b) a minimum of 75% of each Board of Directors shall be comprised of full and active members of the organization.
    - c) no member organization shall have representation that creates a majority of the members of the Board of Directors.
    - d) Printed policies that provide for Board Membership qualifications, selection, election, rotation, removal and replacement.
    - e) Establish one annual meeting that is open to the public for their comments, said meeting shall be publicized on the channel(s) daily for at least two weeks prior and will be scheduled at a location that is conducive to an open meeting.
  3. TKN, H&W and CTI's respective Boards of Directors will develop or update an official mission statement that is consistent with the expectation of Cox and the Franchise requirements for programming that is supplied to the System.
  4. TKN, H&W and CTI's respective active programming membership will exclusively consist of community agencies, institutions or organizations who share a common interest in providing programming that addresses each group's specific mission statement. All active programming members of each group are required to provide evidence of their non-profit or governmental agency status. This written status verification should be submitted to Cox along with signed copy of this agreement. Each individual group is responsible for providing Cox with updated written member status verification whenever new members join either group and likewise notification shall also be made to Cox whenever any existing active programming member ceases membership.
  5. All TKN, H&W and CTI programming will be current (produced within 12 months of airing) and at a minimum 60% locally produced (within the Community) with the following specific exceptions:
 

TKN	<ol style="list-style-type: none"> <li>a) Programming that directly supports curriculum offered by a member for its students.</li> <li>b) Programming that supports staff development of members</li> <li>c) Any programming that has been reviewed by Cox and received Cox consent for its airing. (This provision includes programming from any and all sources.)</li> </ol>
H&W	<ol style="list-style-type: none"> <li>a) Programming that is received from or produced by the national affiliate organization of an active programming member that supports the local chapter/affiliate.</li> <li>b) Programming acquired from nationally recognized health related agencies, institutions and organizations which provides quality coverage of topics that meet the Community's specific health information needs.</li> <li>c) Any programming that has been reviewed by Cox and received Cox consent for its airing. (This provision includes programming from any and all sources.)</li> </ol>

d) Should a national health/medical programming network be added to the Cox channel line-up, Cox reserves the right to re-negotiate any or all provisions of this agreement.

- CTI a) Programming that is received from or produced by the national affiliate organization of an active programming member that supports the local chapter/affiliate.
- b) Any programming that has been reviewed by Cox and received Cox consent for its airing. (This provision includes programming for any and all sources.)

6. TKN, H&W and CTI Boards of Directors will independently develop and regularly review and update a set of by-laws for governance of their programming operation that is in accordance with the laws of the State of Nebraska. The by-laws will govern at minimum the following areas:

- a) General operating procedures for the programming, traffic, financial accounting and monthly reporting operation.
- b) Authority of officers and any employees.
- c) Policies that provide for Board Membership qualifications, selection, election, removal rotation and replacement.
- d) Dues or fee structure, if any, for membership
- e) Development of specific programming guidelines (Guidelines) that are consistent with each group's mission statement, the Franchise requirements and with Cox's policy.
- f) Procedures to hear and solve grievances from members

7. Cox recognizes the Boards of Directors of TKN, H&W and CTI as the governing and decision-making body for the channel(s); therefore, the Boards of Directors are ultimately responsible and accountable for all programming each channel(s) provides to the Cox system.

II TKN, H&W and CTI will provide annually to Cox a year-end financial audit (including balance sheet and income statement) that reports the overall financial stability of the group. This report may be produced by a qualified external auditor or by an internal member of the group who is qualified to perform the task. The final audit shall be signed off on by the officers of the group. Cox will provide yearly its Corporate-produced annual report for each of the three Community Access Programming groups.

III TKN, H&W and CTI will ensure that the technical operation of their respective channel(s) meets the video and audio requirements as defined by the Federal Communications Commission and Cox engineering standards.

IV TKN, H&W and CTI will have access to the channel(s) for the purpose of providing video programming during the following hour (Airtime) respectively:

- \*TKN - Channel 17 Monday through Friday - 12AM to 10PM
- Saturday - 12AM to 6PM
- Sunday - 12AM to 8AM

Channel 18 Monday through Friday - 7AM to 10PM (except holidays)

*\*Univision and any hours of Classic Arts Showcase are aired with the permission of Cox who may, at any time rescind permission for the use of these or any other fill or wrap around services.*

H&W - Channel 4 Monday through Friday 6PM to 10PM (except holidays)

- \*\*CTI - Channel 22 Monday through Saturday - 6PM to 12AM
- Sunday - 8AM to 12AM

*\*\*Limited dual carriage of Univision is aired with the permission of Cox who may, at any time rescind permission for the use of this or any other fill or wrap around services.*

TKN, H&W and CTI have no obligation to program the Airtime in its entirety if they do not desire or have sufficient programming to fill the airtime according to the provisions of this agreement. No more than 5% of the total programming hours per day or 30 total minutes per day, depending upon whichever is greater, may be used to display computer generated graphics/bulletin board information on each channel. (TKN's on-screen ordering menu for its interactive video services shall be the only exception to this provision.)

V Cox reserves the right to provide satellite or other programming on any of the four Channel(s) during Airtime not programmed by or made available to Cox by TKN, H&W and CTI. Cox agrees to consult with representative(s) of either or all channels before making any final decision regarding additional programming on the Channel(s). The decision as to any additional programming that shall be placed on the Channel(s) shall be solely at the discretion of Cox.

VI Cox shall have the right at all times to pre-empt TKN, H&W and CTI's programming for cause, such as, strikes, acts of God, war, national or local emergency, or TKN, H&W or CTI's material noncompliance with this Agreement. Cox shall incur no liability for preemption or for the content of any TKN, H&W or CTI programming. Material noncompliance shall include any items in this agreement that Cox determines are necessary to reasonably maintain its compliance with franchise obligations.

VII TKN, H&W and CTI will provide Cox with monthly written Programming Reports for the purpose of Cox fulfilling its monthly franchise reporting obligations. This report must be submitted within two (2) working days of the then of each month and will include the a) total number of programming hours categorized by original (1st run), b) rerun hours and c) any additional programming hours supplied by Cox for the purpose of "wrapping" TKN, H&W or CTI programming. This monthly Programming Report shall always take two (2) forms: a) fax or e-mail necessary programming hours as outlined in the Monthly Community Access Report (attachment #1) to Community Access Manager Howard T. Swain, Jr. 932-4176 fax or hswain@home.com and b) fax or e-mail necessary programming hours as outlined in the Monthly Community Access Report (attachment #1) to Cox Community Relations Department Zasha Rodriguez 933-0010 fax or zasha.rodriguez@cox.com and If requested, TKN, H&W and CTI must be able to provide the title, source and the airing dates and times for each individual program and shall retain such records for at least two (2) years from the effective date of this agreement.

VIII TKN, H&W and CTI shall be responsible individually for all expenses involved in providing or distributing their respective programming over their respective channel(s) including (without limitation), the cost of program production, related equipment, promotion and any appropriate interconnection with the System's headend; and for securing all necessary copyright and performance clearances (including music performance clearances) and other required licenses. TKN, H&W and CTI will be individually responsible for the origination of its own programming at a site designated by the organization. Cox has previously installed an initial fiber optic like to the three (3) origination sites; however, TKN, H&W and CTI shall pay the cost of any location changes that require the relocation of Cox's fiber optic link. Cox, further required that programming originated locally by TKN, H&W or CTI shall be monitored at the site of origination by a playback operator who is capable of taking corrective measures in the event of technical problems or by an acceptable automated system that affords a high degree of technical reliability. Cox shall be responsible for routine maintenance of the fiber optic link and agrees to repair any damage to any portion of the link except for damage caused by TKN, H&W or CTI or any of their respective member organizations through negligence or misuse.

LX TKN, H&W and CTI will retain a copies of all programming cablecast over the channel(s) for at least 12 months from the date of cablecast. Cox shall have the right to inspect such material during regular business hours.

X TKN, H&W and CTI will individually accept all responsibility and liability for the transmission of programming. TKN, H&W and CTI shall at all times indemnify and hold harmless Cox, its parents, subsidiaries, affiliates, their officers and employees, and agents from and against all claims, suits, complaints and liability by any third party, including damages, costs and attorney's fees incurred by Cox in connection with: a) the cablecast of TKN, H&W and CTI programming over their respective channel(s) b) any other use of the channel(s) by TKN, H&W and CTI c) any of the operations of TKN, H&W and CTI d) any breach by TKN, H&W or CTI of any warranty or agreement made by TKN, H&W or CTI herein; and/or e) violation of any law, rule or regulation by TKN, H&W or CTI. This indemnity shall include, but not be limited to, liabilities or claims with respect to property damage, personal injury or infringement of any copyright, trademark, trade name, service mark, or patent, or of any other right of any person, and failure to comply with any applicable law, ordinance, rule or regulation.

Cox will accept all responsibility and liability for the transmission of all other programming on the Cox network except TKN, H&W and CTI programming and other programmers which Cox has entered into similar agreements. Cox shall at all times indemnify and hold harmless TKN, H&W and CTI their respective parents, subsidiaries, affiliates, their officers and employees, and agents from and against all claims, suits, complaints and liability by any third party, including damages, costs and attorney's fees incurred by TKN, H&W and CTI in connection with: a) the cablecasting of Cox programming over their respective channel(s) b) any other use of the channel(s) by Cox c) any of the operations of Cox d) any breach by Cox of any warranty or agreement made by Cox herein, and/or e) violation of any law, rule or regulation by Cox. This indemnity shall include, but not be limited to, liabilities or claims with respect to property damage, personal injury, invasion of the rights of privacy or publicity, defamation of any person, the infringement of any copyright, trademark, trade name, service mark, or patent, or of any other right of any person, and failure to comply with any applicable law, ordinance, rule or regulation.

TKN, H&W and CTI will further accept total responsibility for all individual program content. This shall include the actions of all program hosts, guests, phone callers, audience members or anyone else associated with any program.

XI To avoid duplication of resources with the opportunities afforded to individual Cox customers or groups by Cox's METRO 23 Public Access programming operation, TKN, H&W and CTI are prohibited from allowing individual citizens or non-paid TKN, H&W and CTI members access to airtime on their respective channel(s) unless they meet one of the following criteria

- a) The individual is a duly-elected governmental representative and is addressing his/her constituents.
- b) During the period prior to an election, qualified and registered candidates are allowed airtime opportunities to address community issues. TKN, H&W and CTI are all required to followed all Federal Communication Commission regulations and Cox's access policies regarding equal time for all candidates.
- c) The individual or group is a guest on a program produced by a TKN, H&W or CTI member organization.

XII Cox has adopted and shall enforce the following policy regarding programming content on TKN, H&W and CTI channel(s):

*Federal law provides that any person who transmits obscene programming or programming unprotected by the United States Constitution over a cable system may be fined and/or imprisoned. Moreover, program producers*

*and hosts may be subject to federal, state and local laws regarding libel, slander, obscenity, incitement, invasions of privacy, or other similar laws. Community Access channels will not be used to present material which violates federal, state or local laws or statutes.*

Notwithstanding any potential legal liability that Community Access programming organizations and producers may face resulting from violating this provision, Community Access organizations will also be subject to penalties as determined by Cox. Cox shall have no liability for failure of an programming producer to adhere to this policy and TKN, H&W and CTI shall indemnify Cox for any liability in connection with the content of TKN, H&W and CTI programming as set forth in Section X. TKN, H&W and CTI shall each be responsible for notifying all programming producers of this policy and for enforcing the policy.

- XIII TKN, H&W and CTI will not engage in or permit the sale of a) commercials in any of their respective programming or b) the use of any portion of any program or any use of the channel(s) airtime to promote or acknowledge any non-profit or for profit production or programming entity. TKN, H&W and CTI do have the ability to generate operating revenue through the following avenues:
1. Membership dues.
  2. Program production service fees. These fees shall be detailed in a published production rate schedule that is available to all members. Fees will reflect the organizations actual production costs.
  3. Program patron/sponsor acknowledgment at the beginning and ending of programs. Following the method utilized by PBS stations, acknowledgments may briefly recognize the supporting business. This may include the use of pre-produced video pieces. However, sponsor/patron acknowledgment may not include a customer "call to action" or highlight any special deals the business may wish to promote nor should the total time allotted to a patron/sponsor exceed forty-five seconds per program of any length.
  4. Grants that are designated for support of TKN, H&W or CTI or any specific programs on either of these channels.
  5. Nothing in the Agreement prohibits TKN, H&W or CTI from running public service announcements for non-profit organizations as long as TKN, H&W or CTI receives no form of compensation or special consideration for the airing or creation of the announcement or the airing of such PSA does not breach any articles of this agreement.
  6. Future fund-raising methods that Cox has reviewed and provided permission for its usage.
- XIV TKN, H&W and CTI are prohibited from trading or making available all or any portion of its channel(s) airtime in compensation for services rendered by a third party entity or organization who is not a member of TKN, H&W or CTI. Any airtime that is traded to an TKN, H&W or CTI member in compensation for services rendered must still meet all guidelines for TKN, H&W and CTI programming as stated in this agreement.
- XV Cox will not provide any compensation to TKN, H&W or CTI for any programming provided to the System. Furthermore, Cox will not pay any copyright or program fees assessed by a third party vendor for programming provided for use by TKN, H&W or CTI.
- XVI Should TKN, H&W or CTI programming fail to adhere to the guidelines or the terms of this agreement, Cox shall have the right, in addition to any other rights in the Agreement or at law or in equity to do any of the following:
1. Should TKN, H&W or CTI fail to place on file and annually update with Cox the materials that are detailed in Section I of this Agreement, Cox reserves the

- right to suspend operation of the Channel until TKN, H&W or CTI complies with this provision.
2. If Cox determines that either TKN, H&W or CTI is in non-compliance with any provision, except Section XII, of this agreement, Cox will provide written notification of the non-compliance and request that the situation be either rectified within seven (7) consecutive days or TKN, H&W or CTI provide written justification for the non-compliance. If the non-compliance is not rectified or TKN, H&W or CTI do not provide justification to Cox's reasonable satisfaction, Cox will provide written notification of the non-compliance and shall exercise the right to suspend TKN, H&W or CTI from the channel(s) for a period of fourteen (14) days. Non-compliance shall include any items in this agreement that Cox determines are necessary to reasonably maintain its compliance with franchise obligations.
  3. If Cox determines the TKN, H&W or CTI are in non-compliance with Section XII of this Agreement, Cox will provide written notification of the non-compliance and request that the situation be either rectified or TKN, H&W or CTI provide written justifications for the non-compliance. If the non-compliance is not rectified or TKN, H&W or CTI do not provide justification to Cox's reasonable satisfaction, Cox will provide written notification of the non-compliance and shall exercise the right to suspend TKN, H&W or CTI from the channel(s) for a period of sixty (60) days.
  4. If Cox determines the TKN, H&W or CTI is in non-compliance with any portions of this Agreement for more than twenty (20) consecutive days or a total of thirty (30) days annually, Cox will provide written notification to TKN, H&W or CTI that it will seek damages for such non-compliance and may terminate this Agreement. Non-compliance shall include any items in this agreement that Cox determines are necessary to reasonable maintain its compliance with franchise obligations.
  5. Cox will not be liable for lost revenue or other consequential damages resulting from suspension or termination due to non-compliance with this Agreement.
- XVII TKN, H&W & CTI shall provide superior customer service to all viewers of each individual channel(s). This will be accomplished in part by: publishing and making available throughout the community, complete and accurate program schedules on a monthly basis, providing a contact name and telephone number on all programming schedules and other printed material for viewer inquiries and any other means reasonable.
- XVIII The term of this Agreement is for a period of two plus (2+) years beginning August 17, 2000 and expiring December 31, 2002. Cox will conduct an annual review of this Agreement with TKN, H&W and CTI to evaluate the relationship. Cox reserves the right to provide and Agreement "rollover" for a series of 1-year agreement extensions based on its desire to continue the relationship. Cox has full authority to extend or terminate its relationship with TKN, H&W or CTI on October 1, 2002, or subsequent dates if prior extensions have been granted. Cox will provide TKN, H&W and CTI a 90-day written advance notification prior to the expiration date of this Agreement or any renewal thereof, if Cox does not intend to renew the contract. In turn, TKN, H&W and CTI may terminate this Agreement upon any expiration date of this agreement or any renewal thereof by providing Cox with 90-day written notice in advance of such termination.
- XLX Nothing in this agreement shall prohibit TKN, H&W or CTI from making a request to Cox for the purpose of negotiating a modification(s) to any individual provision(s) of this Agreement throughout the term of this Agreement. No modification to this Agreement shall be effective unless it is written and signed by both of the parties hereto.
- XX TKN, H&W and CTI represents and warrants individually that they have the right to enter into this Agreement and that they have obtained and will maintain all authorizations, licenses and other applicable or appropriate clearances necessary for their performance.

under this Agreement; that TKN, H&W and CTI has, or prior to using the Channel(s), will obtain the necessary technical expertise and/or qualified personnel to utilize the Channel(s) (and any equipment for facilities provided by Cox or other parties) in accordance with accepted industry standards for the television production and distribution industry; that their performance under the terms of this Agreement will not violate nor infringe upon the rights of any kind or nature whatsoever of any person, firm or corporation; that all TKN, H&W and CTI programming transmitted over the channel(s) licensed hereunder will be of a commercially acceptable technical quality; and that such programming will not be a) obscene or indecent, or b) otherwise unprotected by the Constitution. TKN, H&W and CTI further warrants and represents that they will individually comply with all present and future federal, state and local laws, rules and regulations, including decisions and orders of the FCC, and such operating rules as may be promulgated by Cox upon reasonable notice to the TKN, H&W and CTI governing the operation of their respective Channel(s) on the System. TKN, H&W and CTI will strictly adhere to the technical standards for the display of information on the Channel(s) as promulgated by the FCC and the System.

XXI All notices pursuant to this Agreement shall be in writing and delivered in person, mailed (certified mail, return receipt requested) or sent via overnight courier to the other party at the following address or such other address as either party furnish to the other:

TO COX:

CoxCom, Inc. d/b/a Cox Communications Omaha  
11505 West Dodge Road  
Omaha, NE 68154  
Attention: General Manager

COPY TO:

Cox Communications, Inc.  
1400 Lake Hearn Drive, N.E.  
Atlanta, GA 30319  
Attention: Legal Department

TO CTI:

Community Telecast, Inc.  
P.O. Box 11558  
Omaha, Ne 68111  
Attention: Dr. Everett Reynolds, President

Notices shall be deemed received on the date of delivery if hand delivered or sent via courier or three (3) days following deposit in the United States mail if sent by certified mail.

XXII TKN, H&W and CTI acknowledge individually that the rights provided for in this Agreement are granted in reliance upon the unique personal and professional qualifications of TKN, H&W and CTI. Accordingly, TKN, H&W and CTI hereby agree individually that they shall not assign or transfer, nor attempt to assign or transfer, this Agreement or any of its rights or obligations hereunder without Cox's prior written consent. Any such assignment, transfer or attempted assignment or transfer shall be null and void and constitute a material breach of this Agreement.

Further, if TKN, H&W or CTI is a corporation or other artificial person, Cox shall have the right to terminate this Agreement in the event of any substantial change in the ownership, control or management of TKN, H&W or CTI.

XXIII TKN, H&W and CTI further acknowledge that this Community Programming Agreement supersedes any and all previous Agreements or ancillary documents



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the 17th day of August, 2000.

Community Telecast, Inc.

COXCOM, INC., d/b/a/ Cox Communications Omaha

By: [Signature]

By: [Signature]

Title: President

Title: Vice President & General Manager

Date: July 29, 2000

Date: 9/5/00