

**BULK SERVICES AGREEMENT FOR TELEVISION PROGRAMMING SERVICES**

THIS BULK SERVICES AGREEMENT (the "Agreement") is made this 18<sup>th</sup> day of August, 2010, by and between Cebridge Acquisitions LP, dba Suddenlink Communications ("Suddenlink") and Stephen F. Austin State University ("Owner").

WHEREAS, Suddenlink, itself and/or through its affiliates, is a full-service provider of communications, telecommunications and information services including, but not limited to cable television service, high speed Internet access and telephone service (when available) (collectively the "Services"); and

WHEREAS, Owner holds title to, or is the authorized managing agent for Owner of, the real property located at Stephen F. Austin State University in Nacogdoches, Texas, which presently includes improvements located thereon totaling 3,621 units commonly known as Stephen F. Austin State University (collectively, the "Premises").

WHEREAS, Owner desires to purchase cable television service from Suddenlink for Suddenlink to provide to individuals occupying or renting Owner's dwelling units ("Tenant(s)"); and

WHEREAS, Suddenlink is willing and desires to provide the Services to Tenants at the Premises upon the terms and conditions set forth hereafter; and

WHEREAS, the parties desire to establish the ownership of certain facilities and equipment installed by Suddenlink or its predecessors within the Premises.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose, Term of Agreement and Rates. The purpose of this Agreement is to state the terms and conditions under which Owner will provide access to the Premises to Suddenlink and Suddenlink will make Services available to units in the Premises on a bulk rate basis. The parties agree that Owner is only liable for payment for cable television service.

This Agreement shall commence on **September 1st, 2010**, and terminate on **July 31st, 2015**. At the end of the original term, or any successive term, this Agreement will automatically renew for successive terms of one (1) year each unless either party gives written notice of its intent not to renew to the other party at least ninety (90) days prior to the expiration of the previous term (the "Term").

Owner shall pay to Suddenlink the fees set forth in Exhibit "B" attached hereto for the cable television service (the "Service Fee"). The Service Fee is due and payable Net 30 days from the receipt of the invoice. Late charges may be assessed only in accordance with the Prompt Payment Act of Texas. Failure to pay the Service Fee in full in accordance with the above payment terms shall be a material default under this Agreement. In such event, Suddenlink shall have the right (in addition to all other available remedies) to immediately terminate the cable television service and this Agreement upon sixty (60) days' prior written notice.

Suddenlink shall provide the cable television service in accordance with the Franchise, applicable law and the rules and regulations of the Federal Communications Commission ("FCC"). Suddenlink retains the right to control, add to, delete and/or change the cable television service. Proper notice of any changes in rates or cable television service shall be given to Owner. If Owner requests services provided by Suddenlink other than those specified in this Agreement, Suddenlink shall furnish such additional services at its established rates then in effect or, in the absence of established rates, at a reasonable charge as mutually agreed by and between Owner and Suddenlink, but in no way exceeding the rates offered to individual subscribers in Nacogdoches, Texas. Tenants shall have the right to individually subscribe to upgraded television cable services that Suddenlink offers in the market. Suddenlink acknowledges and agrees that Owner shall have no financial responsibility for any services that a tenant subscribes to directly with Suddenlink. No additional services such as broadband internet service, telephony (Voice over IP), or other services other than additional or upgraded television cable services shall be marketed to or be made available to the on-campus residence halls during the length of the contract unless expressly approved by Stephen F. Austin State University. Suddenlink will advise Students who ask for additional services as Broadband or Telephony or any other service other than approved in this agreement that Suddenlink is unable to provide

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such services unless expressly approved by the Stephen F. Austin University Director of Student Services and the Student Center.

2. Grant of Easement and Access Rights. Suddenlink shall have reasonable access to the Demarcation Point, the buildings and other areas of the Campus as necessary to install, connect, disconnect, transfer, improve, maintain, service, repair, remove and/or replace its equipment and the Distribution System (as hereafter defined), as necessary to provide the Services and to do all other acts necessary to ensure continued operation of the Services at the Premises. Suddenlink shall notify the Physical Plant Director or his designee as to its entry onto the Campus for performing any of the work or services provided for hereunder when such notice shall be reasonably possible. In no case shall Suddenlink enter into the confines of a private residence, apartment or residence hall room without the prior approval and consent of the Owner. The Owner further reserves the right to restrict access by Suddenlink to certain buildings on Campus during certain hours and under certain conditions as necessary to the enforcement of the Owner's residence hall visitation policies and as necessary to avoid the disruption of the Owner scholastics and business. The Owner will not interfere nor permit its agents and employees to neither interfere with the operations of Suddenlink, nor will Suddenlink interfere or permit its agents and employees to interfere with the operations and activities of the Owner except as herein provided. The provisions of this Section 2 shall survive the expiration or earlier termination of this Agreement.

3. Distribution System and Inside Wiring.

A. "Suddenlink's Distribution System" shall mean (1) the fiber (node) running from Suddenlink's off-premises headend to the Demarcation Point on Owner's campus, but specifically excluding Inside Wiring defined below and Owner's Distribution System, and (2) all customer reception equipment furnished by Suddenlink at the Premises. The installation of Suddenlink's Distribution System and Owner's separate Distribution System behind the Demarcation Point by Suddenlink will meet all applicable FCC specifications and will be installed in a good, workmanlike manner. The Demarcation Point is Owner's headend in the Telecommunications Building Cold Room, or such other headend location designated by Owner. If Owner requests or changes the demarcation point on the Campus Owner will pay Suddenlink for the relocation of such demarcation point.

B. Ownership of Suddenlink's fiber Node Distribution System on Campus to the Demarcation point shall at all times be and remain in Suddenlink and shall be used exclusively by Suddenlink operations. Upon expiration or termination of this Agreement, Suddenlink shall continue to own and control this fiber node Distribution System, including the active distribution system behind the demarcation point; i.e., amplifiers, power supplies, receivers, transmitters, fiber nodes, etc.. Upon expiration or termination of this Agreement, Owner's distribution system as defined as all inside wiring and all distribution behind the demarcation point in the Telecommunications Building Cold Room owned by owner will remain with Owner to own and control. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the Premises, Suddenlink has the option to remove all or any portion of the Distribution System, behind the Telecommunications Cold Room, provided that any damage to the Premises caused by removal of the Distribution System will be repaired by Suddenlink to Owner's reasonable satisfaction. Any part of the Distribution System remaining on the Premises abandoned by Suddenlink, after 30 days shall remain the sole property of Owner.

C. "Inside Wiring" shall mean all wiring installed on the Premises from Owner's headend to each individual room or building. Ownership of the Inside Wiring shall at all times be and remain with Owner, .

4. Maintenance and Repairs. Suddenlink at its expense will maintain the Distribution System and Inside Wiring in a good, workmanlike manner in accordance with all applicable codes, regulations, or laws for the duration of this agreement. All work related to the Distribution System shall be coordinated with the Assistant Director of Networking and Telecommunications or his designee. All work related to Inside Wiring shall be coordinated with the Physical Plant Director or his designee.

5. Cable Television Programming. Owner acknowledges that Suddenlink's performance of this Agreement may be subject to the rules and regulations of federal, state or local regulatory powers and that Suddenlink is not guaranteeing the provision or availability of any particular program or channel. The cable television service initially available to the Premises will consist of Suddenlink's current channel lineup which may be modified from time to time

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solely at Suddenlink's discretion. Suddenlink's channel lineup may not be changed or altered by Owner or others without Suddenlink's prior written permission. It is specifically understood that in providing cable television service, Suddenlink makes use of certain programming owned by others. Owner agrees that it will make no claims nor undertake any legal action against any person or entity, including Suddenlink, if certain programming is interrupted, discontinued or substituted; provided that Suddenlink will provide to Owner its standard cable television channel lineup at all times. The cable television services initially provided to the Premises will consist of the channel lineup set forth in Exhibit "C", Channel Lineup, and such channel lineup may be modified from time to time.

6. **Interference.** Owner will work with Suddenlink to minimize use of any equipment that causes interference or is otherwise incompatible with the Distribution System, the reception equipment, or Suddenlink's right to provide Services under this Agreement. Owner will work with Suddenlink to minimize disruption to their service should there be a need to move, disturb, alter, change, or connect any other device to the Distribution System.

7. Suddenlink will provide and install an Emergency Broadcast System Solution allowing the University to disconnect from the Contractor's feed and substitute a feed from Owner to distribute over all channels to all Owner locations in the case of emergency. The message may be in the form of a banner overlay at the top or bottom of the television screen or it may replace the entire channel. Training on the use of the emergency system will also be provided. The turn-key fully functioning system and training shall be provided at no additional cost to the Owner.

8. During the first year of the agreement, Suddenlink will map all distribution at no cost to the Owner. Included in these maps Suddenlink will note ownership of distribution of either Suddenlink or Stephen F. Austin State University including those behind the Demarcation point in the Telecommunications Service Room and will not include maps of inside wiring. This "distribution map" shall be considered a work-for-hire and become the property of Stephen F. Austin State University.

9. Suddenlink shall provide two (2) channels for use as a Campus Channel as described in Exhibit D.

10. Suddenlink shall provide one (1) channel for use as a Community Channel as described in Exhibit E.

11. **Miscellaneous.** Suddenlink may assign this Agreement and all of its rights hereunder without Owner's consent to any entity which controls, is controlled by or is under common control with Suddenlink or to any entity pursuant to a merger, sale or exchange of stock, or sale or exchange of assets. This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement may not be amended except by a written instrument executed by authorized individuals of both parties. Failure of either party to exercise any of its remedies as set forth in this Agreement or at law or in equity in the event of any default by the other party shall not constitute a waiver of the right of the non-defaulting party to exercise the same in the event of a subsequent default by the defaulting party. To the extent allowed under the laws and Constitution of the State of Texas, the prevailing party in any action brought under this Agreement shall be entitled to recover from the other party reasonable attorney's fees, costs and necessary disbursements. This Agreement shall be governed by the laws of the state of Texas except where the laws of the United States have precedence. This Agreement and the obligations of the parties shall be subject to all applicable laws, regulations, court rulings, administrative orders, and Presidential decrees, as they may be amended from time to time.

12. **Alternate Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Suddenlink to attempt to resolve any claim for breach of contract made by Suddenlink that cannot be resolved in the ordinary course of business. The Vice President for Finance and Administration of Owner shall examine Suddenlink's claim and any counter claim and negotiate with Suddenlink in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Suddenlink, except as provided in Section 1 of this Agreement, (ii) neither the issuance of this Contract by Owner nor any other conduct, action or inaction of any representative of Owner relating to this contract constitutes or is intended to constitute a waiver of Owner's or the state's sovereign immunity to suit; and (iii) Owner has not waived its right to seek redress in the courts.

13. **Cancellation.** If at any time during the term of this Agreement funds for providing cable television service to students on campus are not provided by the Texas Legislature, Owner may suspend Agreement without penalty until such time funds are available. Agreement term will remain in effect.

If Owner wishes to terminate Agreement prior to the end of the initial term, Owner may do so with 90 days written notice to Suddenlink. Based upon the length of time Agreement was in effect from the original date of Agreement to the termination date, and rounded down to the nearest year, the rate listed in the table below will be applied to all billable units and multiplied by the remaining months left in the term. Applicable taxes and fees will also be included in the payment due.

Length of Agreement	Rate Applied to Remainder of Term
1 year	\$5.75
2 years	\$4.60
3 years	\$3.45
4 years	\$2.30

For example: Owner provides written notice of termination on August 1, 2012. The termination date is November 1, 2012, at which time Agreement will have been effective for two years and three months. This is round down to two years, and the rate of \$4.60/unit from the table above is multiplied by billable units (ex: 3,621) and 33 months (remaining term in months).

$\$4.60 \times 3,621 \text{ units} \times 33 \text{ months} = \$549,667.80$  + applicable taxes and fees immediately due.

14. **No Excess Obligations.** Suddenlink and Owner agree and understand that Owner's performance under this Agreement is contingent upon the appropriation of funds by the Texas Legislature. In the event such funds are not appropriated by the Legislature or otherwise made not-available for use by Owner to fulfill its obligations under this Agreement, the Owner may upon written notice terminate this Agreement without further duty or obligation. **Notwithstanding the foregoing, if such funds are not appropriated for such services under this Agreement, but funds are later made available during the initial term of the agreement, the Agreement shall be reinstated so that Stephen F. Austin State University will complete such agreement with Suddenlink. During this term, Stephen F. Austin shall not enter into any other agreement with another provider for such services or similar services or any renewal thereof.**

15. **Insurance.** Suddenlink shall not commence work under this Contract until it has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the Owner. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of Suddenlink.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Suddenlink shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner.

Suddenlink's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured to the extent of Suddenlink's operations and obligations under this Agreement. This is not applicable to the workers' compensation policy.

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The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner.

The workers' compensation insurance coverage must include the responsibility of Suddenlink to provide coverage for every worker either under Suddenlink's policy or under the policy provided by a subcontractor. Suddenlink's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, such insurance coverage is provided by Suddenlink's policy.

Unless otherwise provided for herein, Suddenlink shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

<b>TYPE OF COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
A. Workers' Compensation	Statutory or equivalent
B. Employer's Liability	\$500,000 each occur/aggregate
C. Comprehensive General Liability	
a. \$1,000,000 each occur	
b. \$3,000,000 general aggregate	
c. \$3,000,000 products/completed operations aggregate	
D. Comprehensive Automobile Liability	
\$1,000,000 each accident, combined single limit	

16. Independent Contractor. Suddenlink recognizes that it is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide vacation, insurance or other fringe benefits normally associated with employee status. Suddenlink, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Suddenlink hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

17. Suddenlink is hereby advised that Owner maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; reference University Policies C-46, Fraud and C-33, Purchasing Ethics and Confidentiality.

18. Suddenlink represents and warrants (the "Electronic and Information Resources (EIR) Accessibility Warranty") that the electronic and information resources and all associated information, documentation and support that it provides to the Owner under the Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent Suddenlink becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Suddenlink represents and warrants that it will, at no cost to the Owner, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Suddenlink fails or is unable to do so, then the Owner may terminate the Agreement and Suddenlink will refund to the Owner all amounts the Owner has paid under the Agreement within thirty (30) days after the termination date.

19. Texas Family Code Child Support Certification. By signature hereon, Suddenlink certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

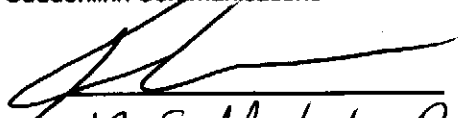
20. Sales Tax Certification. By signing the Agreement, Suddenlink certifies as follows: "Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

21. Franchise Tax Certification. By signing the Agreement, Suddenlink, a corporate or limited liability company, certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Suddenlink acknowledges and agrees that if this certification is false or inaccurate, at Owner's option, the Agreement may be terminated and payment withheld.

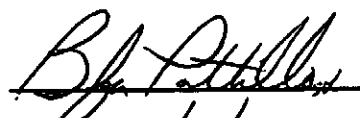
22. Payment of Debts to the State of Texas. That pursuant to Section 403.0551, Texas Government Code, Suddenlink agrees that any payments owing to the Owner under this contract may be applied towards any debt or delinquent taxes that Suddenlink owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement, effective as of the date first written above.

Cebridge Acquisitions LP,  
dba Suddenlink Communications

By:   
Its: VP Suddenlink Business  
Address: 311 NNW Loop 323  
Fax: Tyler Tx 75702

Stephen F. Austin State University

By:   
Its: President  
Address: \_\_\_\_\_  
Fax: \_\_\_\_\_

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**Exhibit A**

Property Description

<b>BUILDING</b>	<b>ROOM(S)</b>	<b>NUMBER</b>	<b>SERVICE – all service is Basic/Extended unless noted otherwise</b>
Athletics Press Box	Press Box	19	
Athletics Coliseum	1 <sup>st</sup> floor-3 2 <sup>nd</sup> floor-4	7	
Athletics Wellness Center	Wellness Center, Rooms 101, 102	3	
Athletics Fieldhouse	101, 102, 108, 112, 114, 116, 120, 124, 125, 127, 128, 130, 131(2), 132, 133, 136, 137, 138, Locker Room	20	
Austin	President's Office	1	
Austin	124/122	1	
Austin	Residence Life Office 314	1	
Austin	Residence Life Breakroom	1	
Boynston	101C, 103, 107, 202, 208-B, 208-E, 211, 301B	8	
Campus Recreation Center		86	
Early Childhood Research Center	113	1	
East College Cafeteria		1	
Education	456	1	
Education – Geospatial Center		4	
Ferguson	273	1	
Forestry	107D	1	

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BUILDING	ROOM(S)		NUMBER	SERVICE – all service is Basic/Extended unless noted otherwise
Forestry	101A		1	
Forestry Tucker House			1	
Health Center	Lobby, 136		2	
HPE Complex	203, 204		2	
	Weight Room			
Human Services	325, 325D, 325M, 325B		4	
Human Services/TC	112		1	
Liberal Arts North	335		1	
Library	Staff Lounge, Student Lounge		2	
McGee	292		1	
McGee	137		1	
McGee	392		1	
McGee	229B, Lobby		2	
McGee	486		1	
Military Science			2	
Nursing/Math	104		1	
Physical Plant Electronics Shop			1	
Physical Plant Conference Room			1	
Physical Plant HVAC Shop			1	
Physical Plant Grounds & Transportation			1	
President's House	President's House		3	Basic/Extended plus 1 HBO, 1 Cinemax, 1 Digital Gateway, 2 Digital Converters

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<b>BUILDING</b>	<b>ROOM(S)</b>	<b>NUMBER</b>	<b>SERVICE - all service is Basic/Extended unless noted otherwise</b>
Residence Life	Gibbs	2	
Hall 5 (Wisely)		42	
Hall 7 (Todd)		57	
Hall 9 (North)		54	
Hall 10		79	
Hall 11 (Mays)		77	
Hall 12 (South)		54	
Hall 14		219	
Hall 15 (Griffith)		270	
Hall 16		220	
Hall 17 (Steen)		385	
Hall 18 (Kerr)		271	
Hall 20		203	
University Woods Apt		32	
Lumberjack Lodge		448	
Lumberjack Village		953	
Safety		2	
Science	127C, 100	2	
Shelton Gym	A101, A102, Lobby	3	

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BUILDING	ROOM(S)		NUMBER	SERVICE – all service is Basic/Extended unless noted otherwise
Student Center	Special Features		5	Basic/Extended plus Commercial Movie Tier, Sports and Info Tier, Commercial Variety Tier and HD Plus Tier
Student Center	Pine Log 111E		2	
Student Center	Twilight Ballroom, Grand Ballroom, Regent's Suite A, SC Admin Conference Room, Post Office, Computer Support, TV Lounge, SAA Lounge, Axe Handle, Salad Bar, Multimedia Room, 3-tiered Classroom, Welcome Center, Atrium Stairwell, 2 <sup>nd</sup> Floor meeting rooms, SGA Office, 19 other unidentified locations		52	
UPD			3	

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**Exhibit B**

**Fees for Video Service**

All payments are due and payable Net 30 days from date of receipt of invoice. Applicable taxes, fees and broadcast surcharges are additional. Late fees will be paid in accordance with the Prompt Payment Act of Texas.

**Video Service**

A single invoice will be billed monthly for the locations listed in Exhibit A, Property Description, at the rates herein specified.

The Basic/Expanded Service fee shall be \$5.75 per drop per month. The initial monthly service charge for video service is guaranteed not to increase for 12 months from the date of the agreement. Rate increases may be calculated annually to be effective August 1 of each year. Annual increases shall never exceed the aggregate consumer price index or 2%, whichever is lower, for the prior 12 month period. Contractor shall negotiate in good faith with the University to agree on annual rates no later than January 1 of each year prior to the beginning of the renewal period the following August.

\* Billing for the new residence hall will not be added until the units are certified for occupancy. Suddenlink agrees and understands that if the new residence hall is not built for any reason that the university is not responsible for the additional units.

Changes to Exhibit A, Property Description, may be made upon request from the Owner to add or delete Basic/Expanded and other Video Services in non-residence hall locations. Monthly billing shall be adjusted accordingly.

Residence hall locations may be modified only upon taking a Residence Hall or Apartment Complex permanently out of service for demolition or other non-residence hall use, or increasing the total number of residence hall locations.

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Exhibit C

CHANNEL LINEUP

Nacogdoches, TX  
Expanded Cable Channel Line-Up

<b>Channel No.</b>	<b>Channel Name</b>	<b>Type</b>
2	Local Education	Basic
3	KETK-LP (NBC) Lufkin, TX	Basic
4	KPRC-NBC Houston, TX	Basic
5	KLTV-DT (TMO) Tyler, TX	Basic
6	TV Guide Channel	Basic
7	TBS Superstation	Basic
8	KYTX-DT2-IND Nacogdoches, TX	Basic
9	The Weather Channel	Basic
10	KTRE-ABC Lufkin, TX	Basic
11	KFXL-LP (Fox) Lufkin, TX	Basic
12	KYTX-CBS Nacogdoches, TX	Basic
13	KERA-PBS Dallas, TX	Basic
14	Fox Sports Plus	Basic
14	Local Information	Basic
14	iN DEMAND Barker	Basic
15	Univision	Basic
16	C-SPAN 2	Basic
17	KCEB-CW Longview, TX	Basic
18	QVC	Basic
19	C-SPAN	Basic
20	KSLA-CBS Shreveport, LA	Basic
21	Fredonia Hill Ministry	Basic
21	Inspirational Network	Basic
22	Trinity Broadcasting Network	Basic
23	Lifetime Television	Expanded Basic
28	ABC Family	Expanded Basic
29	Discovery Channel	Expanded Basic
30	TNT	Expanded Basic
31	ESPN 2	Expanded Basic
32	ESPN	Expanded Basic
33	CNBC	Expanded Basic
34	Nickelodeon	Expanded Basic

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35	Syfy	Expanded Basic
36	Disney	Expanded Basic
37	Arts & Entertainment	Expanded Basic
38	American Movie Classics	Expanded Basic
39	FX	Expanded Basic
40	USA	Expanded Basic
41	History Channel	Expanded Basic
42	MTV	Expanded Basic
43	BET	Expanded Basic
44	VERSUS	Expanded Basic
45	TV Land	Expanded Basic
46	Lifetime Movie Network	Expanded Basic
47	Comedy Central	Expanded Basic
48	VH-1	Expanded Basic
49	Bravo	Expanded Basic
50	Speed Channel	Expanded Basic
51	Fox Sports Houston	Expanded Basic
52	Outdoor Channel	Expanded Basic
53	Headline News	Expanded Basic
54	MSNBC	Expanded Basic
55	CNN	Expanded Basic
56	Home & Garden Television	Expanded Basic
57	Animal Planet	Expanded Basic
58	Cartoon Network	Expanded Basic
59	E! Entertainment	Expanded Basic
60	The Learning Channel	Expanded Basic
61	The Travel Channel	Expanded Basic
63	Food Network	Expanded Basic
64	Video Rola	Expanded Basic
66	Oxygen	Expanded Basic
67	Great American Country	Expanded Basic
68	Fox News Channel	Expanded Basic
69	CMT	Expanded Basic
70	Spike TV	Expanded Basic
71	Galavision	Expanded Basic
72	Jewelry Television	Expanded Basic
73	truTV	Expanded Basic
95	Home Shopping Network	Basic

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248	KYTX-DT TV Azteca Nacogdoches, TX	Digital Broadcast
700	KERA-HD-PBS Dallas, TX	HD Broadcast
705	KFXK-HD-FOX Longview, TX	HD Broadcast
710	KYTX-HD-CBS Nacogdoches, TX	HD Broadcast
720	KTRE-HD-ABC Lufkin, TX	HD Broadcast
730	KETK-HD-NBC Jacksonville, TX	HD Broadcast
731	KETK-DT Estrella Jacksonville, TX	Digital Broadcast

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**Exhibit D  
Internal Educational Channel  
For SFA**

**Campus Channel:** Suddenlink agrees to provide to Owner two (2) channels for use as a Campus Channel at the location of Stephen F. Austin University, Nacogdoches, Texas (the "Premises"). The location of the Campus Channels in Suddenlink's channel lineup for the Premises will be mutually agreed upon, but said location is subject to change by Suddenlink at any time upon thirty (30) days prior written notice to Owner, and the Campus Channels cannot replace any channels that Suddenlink is legally or contractually required to carry in its lineup. Owner will distribute the Campus Channels only to University at the Premises and shall use it solely for communication between Owner and the Students, Faculty, Staff and Visitors of the Premises. Owner is responsible for the cost of providing and maintaining all computer equipment, modulators, channel filters and other equipment necessary to operate the Campus Channels. Ownershall be responsible for the content of the information transmitted and the use of the Campus Channels and Owner agrees to abide by all federal, state and local laws in connection with the use of the Campus Channels. Owner agrees to allow Suddenlink to reclaim the channel(s) at the Premises at any time with three months prior notice if Suddenlink' business needs so require. If Suddenlink has to reclaim the channel(s) used for the Campus Channels, Suddenlink will make reasonable efforts to continue providing another location for distribution of the Campus Channels provided that it is commercially feasible and not cost prohibitive. Owner may use the Campus Channels for advertising as part of the SFA curriculum; provided that advertising is not for products or services in competition with Suddenlink.

**Indemnification:** The Owner agrees to defend, indemnify and hold Suddenlink harmless from and against any and all claims, demands, liabilities, obligations, damages, personal injuries, costs, expenses, suits and/or judgments in any way connected with the installation, maintenance, operation or use in connection with the Campus Channels, to the extent allowed by the Laws of the State of Texas.

**Liability for Failure of the Campus Channels:** Suddenlink shall have no liability or responsibility to Owner or the Students, Faculty, Staff, or Visitors of the Premises in the event of a failure in the distribution of the Campus Channels at any time, for any reason. Suddenlink shall use reasonable efforts to promptly correct any such failures if such failures are due to a Suddenlink service issue.

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**Exhibit E**  
**External Classroom Educational Channel**  
**For SFA**

**Community Channel:** Suddenlink agrees to provide to Owner one (1) channel for use as a Community Channel at the location in Nacogdoches, Texas known as SFASU (the "Premises") to be programmed by the Owner and inserted onto Suddenlink's Nacogdoches cable system. The Owner shall not permit advertising on this channel and shall not program the channel with any programming that may be in competition with Suddenlink. Suddenlink acknowledges and understands that an ad may occasionally air via the rebroadcast of football games, etc. that are sponsored and for which it would be impossible to remove all sponsorship mentions. Owner will use its best efforts to avoid or minimize such occurrences. Suddenlink shall have the exclusive right to distribute this channel off of the Campus as a multichannel provider. The location of the Community Channel in Suddenlink's channel lineup for the Premises is mutually agreed upon as Channel 2, and the Community Channel cannot replace any channels that Suddenlink is legally or contractually required to carry in its lineup. Suddenlink will insure that the location of the Community Channel on Channel 2 does not change during the effective term of this contract. Owner is responsible for the cost of providing and maintaining all computer equipment, modulators, channel filters and other equipment necessary to operate the Community Channel. Owner shall be responsible for the content of the information transmitted and the use of the Community Channel and Owner agrees to abide by all federal, state and local laws in connection with the use of the Community Channel. If current agreement is terminated for any reason and Owner desires to maintain the Community Channel, Owner shall pay Suddenlink for the External Community Channel the published standard retail rate charged in the franchise area for a public access channel. The current charge for use of this channel is Zero Dollars for the duration of the agreement.

**Indemnification:** The Owner agrees to defend, indemnify and hold Suddenlink harmless from and against any and all claims, demands, liabilities, obligations, damages, personal injuries, costs, expenses, suits and/or judgments in any way connected with the installation, maintenance, operation or use in connection with the Community Channel, to the extent allowed by the Laws of the State of Texas.

**Liability for Failure of the Community Channel:** Suddenlink shall have no liability or responsibility to Owner or the Students, Faculty, Staff, or Visitors of the Premises in the event of a failure in the distribution of the Community Channel at any time, for any reason. Suddenlink shall use reasonable efforts to promptly correct any such failures if such failures are due to a Suddenlink service issue.

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