

*i Contract # 220329***BULK SERVICES AGREEMENT FOR TELEVISION PROGRAMMING SERVICES**

THIS BULK SERVICES AGREEMENT (the "Agreement") is made September 1, 2016 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 3,754 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, 2016**, and terminate on **August 31st, 2021**. 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 such services unless expressly approved by Stephen F. Austin University.

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. BP ST

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. Owner at its expense will maintain the Inside Wiring in a good, workmanlike manner in accordance with all applicable codes, regulations, or laws for the duration of this agreement.

4. Maintenance and Repairs. Suddenlink at its expense will maintain the Distribution System 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 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 an Emergency Broadcast System Solution allowing the University to distribute over all channels to all Owner locations in the case of emergency.

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

9. 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.

10. 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.

11. If Owner wishes to terminate Agreement prior to the end of the initial term, or any successive terms, Owner may do so with ninety (90) days written notice to Suddenlink. If this termination option is exercised, a termination fee will be due within thirty (30) days of termination. The termination fee will be calculated by multiplying the number of months remaining in the initial term by the number of outlets, then multiplying that number by the appropriate Termination Rate as listed below.

<u>Year</u>	<u>Termination Rate</u>
1 (August 2016 – July 2017)	\$5.15
2 (August 2017 – July 2018)	\$4.15
3 (August 2018 – July 2019)	\$3.30
4 (August 2019 – July 2020)	\$2.65

5 (August 2020 -termination)

\$2.10

For Example: Owner provides written notice of termination on January 15, 2019. The termination date is July 31, 2019, at which time 24 months remain on the initial agreement. The termination fee will be calculated by multiplying 24 months by 3758 outlets by \$3.30 (the Termination Rate in Year 3)
 $24 \times 3,758 \times \$3.30 = \$297,633.60 + \text{taxes and fees.}$

12. **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.**

13. **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.

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:

TYPE OF COVERAGE	LIMITS OF LIABILITY
A. Workers' Compensation	Statutory or equivalent
B. Employer's Liability	\$1,000,000 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

14. 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.

15. 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~~_{2.7}, Fraud and ~~C-33~~_{17.22}, Purchasing Ethics and Confidentiality. ST

16. 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.

17. 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."

18. 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."

19. 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.

20. 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.

21. Online Content. Students and faculty who have access to the bulk video services provided to SFA through this agreement may set up an account, a user ID, and a PIN by calling Suddenlink Customer Care at 800-490-9604. The login information provided will allow users to gain access to Suddenlink 2 Go along with other apps that require cable company credentials to log in.

22. Added Value Programs. Suddenlink has a long history of working with SFA to provide value added programs of all types. We will continue to welcome opportunities to partner with SFA in new and creative ways. While Suddenlink cannot make any specific commitments at this time for scholarships or internships, we are willing to seek budget approval for these and other programs.

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

Stephen F. Austin State University

By:



Its:

VP Sales

Address:

5110 80th Lubbock, Tx

Fax:

By:



Its:

President

Address:

Fax:

Exhibit A

Property Description

RESIDENCE LIFE – CAMPUS ACCOUNTS

Department	Building	# Drops
Residence Life	Wisely Hall 5	43
Residence Life	North Hall 9	54
Residence Life	Hall 10	81
Residence Life	Mays Hall 11	77
Residence Life	South Hall 12	54
Residence Life	Hall 14	219
Residence Life	Griffith Hall 15	272
Residence Life	Hall 16	220
Residence Life	Steen Hall 17 West	194
Residence Life	Steen Hall 17 East	191
Residence Life	Kerr Hall 18	272
Residence Life	Hall 20	203
Residence Life	Lumberjack Lodge	448
Residence Life	Lumberjack Village	953
Residence Life	Lumberjack Landing	220
Total Residence Life		3501

PRESIDENT'S HOUSE – RESIDENTIAL ACCOUNT (Note: FY16 this account was converted from a per-drop account into a Residential account charged a flat monthly rate.)

Department	Building	# Drops
President's House	President's House	1 package

ADMINISTRATIVE OFFICES – CAMPUS ACCOUNTS

Department	Building	# Drops
Admissions	Rusk Building, Room 205	1
Anthropology, Geology & Sociology	Liberal Arts North, Room 335	1
Athletics	Coliseum, (3) 1 st floor; (4) 2 nd floor, and ESPN Studio	8
Athletics	Coliseum, Room 105	1
Athletics	Coliseum, Women's Locker Room	1
Athletics	Wellness Center, Rooms 101 and 102	2
Athletics	Fieldhouse, Rooms 101, 102, 108, 109, 112, 114, 117, 121, 122, 123, 124A, 125, 126, 128, 130, (2) 131, 132, 133 and 136	20

Athletics	Press Box, locations not specified	19
- Business Communication & Legal Studies	McGee, Room 229	1
Campus Recreation	HPE Complex, (12) Room 114A	12
Campus Recreation	Student Recreation Center, locations not specified	86
Charter School - NO CHARGE	ECRC, Rooms 123, 124, 125 and 126	4
College of Science & Math	Science Building, Room 127C	1
Dean of Education	Education, Room 456	1
Disability Services	HSTC, Rooms 325 and 325B	2
Early Childhood Lab	ECRC, Room 101C	1
Early Childhood Lab	ECRC, Room 113	1
Economics & Finance	McGee, Rooms (4) 115 and 303/303F	5
Elementary Education	ECRC, Room 209	1
Forestry	Forestry, Rooms 101 and 107	2
Government	Liberal Arts North, Room 127	1
Health Services	Health Services, Rooms 136 and Lobby	2
History	Liberal Arts North, Rooms 303 and 308	2
Kinesiology	HPE Complex, Rooms 203 and 204	2
Languages, Cultures & Communication	Ferguson, Room G77	1
Languages, Cultures and Communication	Liberal Arts North, Room 235	1
Library	Library, Staff Lounge and Student Lounge	2
Mass Communications	Boynton Building, Rooms 1 st floor Lobby, (2) 101B, (3) 202, (2) 209, 301 Lobby, 301A and 301B	11
Military Science	Military Science, Rooms 101, 102 and 110	3
MMIB	McGee, Room 486	1
Physics & Astronomy	Science Building, Room 322	1
PPD	PPD, Grounds/Transportation and Conference Room	2
PPD	PPD, Electronics Shop	1
PPD	PPD, HVAC Shop	1
President's Office	Austin Bldg, (2) Room 315	2
Residence Life	Austin Bldg, Rooms 134 and Breakroom	2
Student Publications	BPSC, Room 2.112	1
Student Services	East College Cafeteria, locations not specified	3

Student Services	BPSC, locations not specified	24
Student Services	BPSC	Add'l Service
Student Services	Patio Square Apartments, Rooms (2) Apt. A 1-B/R, (3) Apt. D 2-B/R, (3) Apt. E 2-B/R	8
Telecommunications	HSTC, Room 112	1
University Assessment	Ferguson, Room 290	1
University Marketing Communication	Austin Bldg, Rooms 119 and 112/124	2
UPD	UPD, Rooms (4) Emergency Ops Center, Training/Emergency Call Center, Kitchen/Lunchroom, (2) Admin Offices	8
UPD	Parking and Traffic Office, locations not specified	2
VPUA	Austin Bldg, Room 314	1
TOTAL ACADEMIC DROPS		256 (4 of which are NO CHARGE)
	Total Drop Count	3758

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 \$5.15 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. Thereafter, the monthly video service fee will increase no more than 5 percent per year. Suddenlink shall provide owner with 30 days prior written notice of each such annual rate increase(s).

Annual Payment Option

Owner will have the option to pay for the upcoming 12 months of service in its entirety at the beginning of each fiscal year. If Owner chooses to pay for upcoming fiscal year as one whole payment, Suddenlink will apply a 3% discount to all drops that are paid for in advance of each fiscal year. This reduces the rate to \$5.00 per drop per month.

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.

HD DTAs

Suddenlink will provide, and no cost to Owner, HD DTAs to all outlets, as identified in Exhibit A, with the exception of outlets located in residence halls. Replacement HD DTA's can be purchased at a cost of \$40/DTA, and replacement remote controls can be purchased for \$10/remote control.

Accounts

Suddenlink will work with SFA to set up new and/or modify accounts and billing to meet current needs of both parties.

Internet Protocol Television (IPTV)

Suddenlink does not currently offer IPTV as a standard product. If, during the term of this Agreement, Suddenlink launches IPTV as a standard product offering Suddenlink will work with SFA in good faith to reach a mutually agreeable amendment to this Agreement that will allow for deployment of IPTV services at SFA.

Exhibit C

CHANNEL LINEUP

Basic Expanded			
2	Local Education	48	Fox News Channel
3	KETK-LP (NBC) Lufkin, TX	49	Blaze
4	QVC	50	CNN
4	KPRC-NBC Houston, TX	51	Headline News
5	KTRE-DT Telemundo Lufkin, TX	52	CNBC
6	KCEB-DT Son Life Longview, TX	53	MSNBC
8	KYTX-ME TV Nacogdoches, TX	54	BBC America
9	KLPN-LP MNT Longview, TX	55	USA
10	KTRE-ABC Lufkin, TX	56	FX
11	KFXK-LP (Fox) Lufkin, TX	57	FXX
12	KYTX-CBS Nacogdoches, TX	58	Arts & Entertainment
13	KERA-PBS Dallas, TX	59	History Channel
14	Local Information	60	Discovery Channel
15	Univision	61	The Learning Channel
16	KLNM-LP Lufkin, TX	63	Freeform (Formerly ABC Family)
17	KYTX-DT2-CW Nacogdoches, TX	64	Disney
18	Fredonia Hill Ministry	65	Sprout
18	INSP	66	Cartoon Network
19	EVINE Live	68	Animal Planet
20	KSLA-CBS Shreveport, LA	69	Home & Garden Television
21	Local Government	70	Food Network
22	Trinity Broadcasting Network	71	Hallmark Channel
23	EWTN	72	Hallmark Movies & Mysteries
24	INSP	73	Investigation Discovery
25	The Weather Channel	74	American Movie Classics
26	C-SPAN	76	Bravo
27	C-SPAN 2	77	E! Entertainment
28	QVC	78	OWN
29	Home Shopping Network	79	Oxygen
30	Lifetime Television	80	WE tv
31	Lifetime Movie Network	81	The Travel Channel
32	truTV	82	Syfy
33	tbs	83	Pivot
34	TNT	84	UP
35	ESPN	85	WGN America
36	ESPN 2	86	Game Show Network
37	Fox Sports 1	88	AXS TV
38	Fox Sports Southwest	89	Velocity
39	Fox Sports Plus	90	Great American Country
40	SEC Network	91	Outdoor Channel
41	SEC Overflow	93	El Rey
42	Longhorn Network	96	Galavision
43	NBC Sports Network	98	EWTN Espanol

Exhibit D
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.