AGREEMENT BETWEEN
CABLE ACCESS SAINT PAUL, INC.,
D/B/A ST. PAUL NEIGHBORHOOD NETWORK
AND CONTINENTAL CABLEVISION OF SAINT PAUL

This Agreement is made this 28 day of April, 1998 by and between Cable Access St. Paul, Inc. d/b/a St. Paul Neighborhood Network, a non-profit corporation (AccessCorp), and Continental Cablevision of Saint Paul, a Minnesota corporation ("Continental"), which agree as follows:

RECITALS

1. Continental owns and operates a Cable System in the City of St. Paul, Minnesota ("City").

2. Pursuant to the franchising process, it has been determined that, in order to meet future, cable-related needs and interests, there is a need for the provision of public, educational and governmental access.

Now therefore, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

Section 1 - Scope of Services. In exchange for the funding provided by Continental to AccessCorp pursuant to this Agreement, AccessCorp shall operate and manage the St. Paul public access channels, and such other access channels as it may be designated by City to manage.

Section 2 - Independent Contractor. It is understood and agreed that AccessCorp is an independent contractor and that no relationship of principal/agent or employer/employee exists between Continental and AccessCorp. If, in the performance of this Agreement any persons are employed by AccessCorp, such persons shall be entirely and exclusively under the control, direction and supervision of AccessCorp. All terms of employment, hiring and discharging or any other term of employment shall be determined by AccessCorp, and Continental shall have no right or authority over such persons or terms of employment.

Section 3 - Funding. AccessCorp shall receive funding for operating and/or capital support in exchange for the delivery of the services delineated in Section 1, as follows:

Continental shall pay quarterly to AccessCorp on May 15 for the first quarter, July 15 for the second quarter, November 15 for the third quarter, and February 15 for the fourth quarter the maximum amount the City permits Continental to offset against capital grants owed under Article III, Section 304(a)(4) of Continental's Franchise Agreement. *Provided, however,* that the first payment shall be due no later than 15 days after the effective date of the franchise issued to

Continental, and shall be pro-rated to reflect the amount of time remaining in the quarter in which the franchise becomes effective. For example, if the franchise became effective on March 1, 1998, the first payment would be due March 15, and the amount of the payment would be one-third of the normal quarterly payment.

Section 4 - Expenditure of Funds. Any funds not expended in a given year must be carried over into succeeding years. Upon termination of this Agreement, all funds of any kind received from Continental and not expended or obligated to be expended by AccessCorp shall be returned to the City.

Section 5 - Editorial Freedom. Continental shall not exercise any editorial control over the content of any programming (video or non-video) on the access channels managed by AccessCorp.

Section 6 - Term of Agreement. The term of this Agreement shall commence and end on the dates corresponding to the effective and terminating dates of Continental's Franchise Agreement, and shall be extended or renewed if the Franchise Agreement is extended or renewed, whether by agreement or by operation of law. This Agreement shall be binding on Continental's successors and assignees and upon AccessCorp's successors and assignees.

Section 7 - Termination. This Agreement may be terminated upon the occurrence of any of the following:

A. The termination by the AccessCorp or the City of AccessCorp's status as a designated access-management entity, upon sixty (60) days written notice; except that, if the City designates another entity other than AccessCorp to manage public access channels and provide public access services, all of AccessCorp's obligations under this contract transfer to the newly designated entity and Continental's obligations under this Agreement shall remain in full force and effect.

B. The termination (after any appeals) of Continental's Franchise Agreement with the City of St. Paul, upon 90 days written notice following final termination; except that, if the obligations of Continental under the Franchise Agreement with the City of St. Paul are transferred to another entity, that entity is obligated to meet the terms and conditions of this Agreement and is entitled to the benefits hereof.

Section 8 - Indemnification and Insurance.

A. AccessCorp shall for the term of this Agreement and any extension or renewal thereof, indemnify, defend and save Continental free and harmless from any or all claims (other than claims for which Continental may enjoy immunity under 47 U.S.C. Section 558) arising out of the AccessCorp's actions or omissions, or its community programming operations, to the extent the claims are not attributable to the acts or omissions or operations of Continental. Subject to the foregoing exceptions to the indemnity, in the event that suit

shall be brought or recourse or damages sought against Continental arising out of the AccessCorp's actions or omissions, the AccessCorp shall defend and indemnify Continental and pay any judgments or damages with all costs. The indemnity is conditioned on Continental tendering written notice to the AccessCorp entity of any proceeding asserting claim for which it may seek indemnity within ten (10) days of the date that Continental receives notice of such proceeding. Continental may participate by its own counsel in any action against it, but at its own expense.

B. AccessCorp, for the full term of this Agreement and any extension or renewal thereof, shall purchase and maintain not less than the following insurance and coverage limits. Such policies shall be maintained with insurers authorized to do business in the State of Minnesota. Where umbrella or excess coverage is in effect, it must follow the form of the underlying coverage. AccessCorp shall name Continental as an additional insured of these insurance policies.

1. Commercial General Liability Insurance Policy ("CGL").

The policy shall include coverage with policy limits not less than the following:

1. $250,000 each occurrence (combined single limit)
2. $500,000 aggregate for products-completed operations
3. $500,000 general aggregate.

2. A Comprehensive Automobile Liability Policy (if AccessCorp owns any motor vehicles).

The policy shall include coverage with a minimum combined single limit of not less than $250,000 each accident, for bodily injury and/or property damage.

Section 9 - Notices. Notices required under this Agreement shall be mailed first class, postage prepaid, to the addresses below. Each party may change its designee or address by providing written notice to the other party.

Notices to Continental shall be mailed to:
General Manager
MediaOne / St. Paul
Union Depot Place
214 East Fourth Street
St. Paul, Minnesota 55101

Notices to AccessCorp shall be mailed to:
St. Paul Neighborhood Network
Attention: Executive Director
Union Depot Place
214 East Fourth Street
St. Paul, Minnesota 55101

Section 10 - Severability. If any law, ordinance, regulation or court decision shall render any provision of this Agreement invalid, the remaining provisions shall remain in full force and effect.

Section 11 - Force Majeure. Neither Continental nor AccessCorp shall be deemed in default, non-compliance or in violation of any provision of this Agreement where performance was rendered impossible by wars or riots, civil disturbances, natural catastrophes, or other circumstances not reasonably foreseeable and beyond the control of the party that fails to comply.

Section 12 - Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement.

Section 13 - Counterparts. This Agreement may be executed in counterparts.

Section 14 - Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

In Witness Whereof, the parties have executed this Agreement as of the date written above.

CONTINENTAL CABLEVISION OF SAINT PAUL, INC.

By: Richard Coleman

Its: VP OPERATIONS - MN

Date: APRIL 29, 1998

COMMUNITY ACCESS ST. PAUL, INC.

By: _____

Its: _____

Date: _____

AGREEMENT BETWEEN CABLE ACCESS SAINT PAUL, INC., D/B/A ST. PAUL NEIGHBORHOOD NETWORK AND CONTINENTAL CABLEVISION OF SAINT PAUL

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CONTINENTAL CABLEVISION OF SAINT PAUL, INC.

By: Robert Coleman

Its: VP OPERATIONS - MN

Date: APRIL 29, 1998

~~COMMUNITY~~ CABLE ACCESS ST. PAUL, INC.

By: Robert J Mayer

Its: President

Date: 05/05/98