

ACCESS CORPORATION AGREEMENT

BETWEEN

**STOUGHTON MEDIA ACCESS CORPORATION
("S.M.A.C.")**

AND

TOWN OF STOUGHTON, MASS.

Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts ("MUNICIPALITY"), acting by and through its respective Board of Selectmen, has issued a Cable Television Renewal License ("Renewal License") to Comcast Cable Communications, Inc. ("Comcast"), as well as an initial cable television license to Verizon New England, Inc. ("Verizon") (and together, collectively, "Cable Licensees") both for the provision of cable television services within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called "PEG Access Support" and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants should be used for the support and furtherance of the so-called PEG Access (Public Educational and Governmental Access) Channels, and

WHEREAS, Stoughton Media Access Corp. ("S.M.A.C.") has been or will be incorporated to carry out the programming reasonably anticipated to fulfill the mission of the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Selectmen to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Board of Selectmen, and S.M.A.C., acting by and through its Board of Directors, as follows:

Article II – DEFINITIONS

For the purpose of this agreement the following words, terms, phrases and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. Access Agreement, or Agreement: the Access Corporation Agreement between the Stoughton Media Access Corporation, ("S.M.A.C."), and the Town of Stoughton
2. Access Channel: A video channel which the Licensee(s) shall make available without charge for the purpose of transmitting programming by members of the public,

Town departments, and agencies, public schools, educational, institutional and similar organizations.

3. Access Corporation: Stoughton Media Access Corporation, ("S.M.A.C."), the ACCESS CORPORATION, designated by the Board of Selectmen of the Town of Stoughton pursuant to Article III of this Agreement, and to the relevant sections of the Cable Licenses for the Town of Stoughton.

4. Access Facility: the location from which the Access Corporation operates the public, educational and municipal access functions at a studio to be located in the Town of Stoughton, Massachusetts.

5. Access Programming: programs on the designated Access Channels which must be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS), or the standards necessary for S.M.A.C. to maintain its tax exempt status within the applicable regulations of the Internal Revenue Service, and such programming excludes political advertising.

6. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Board of Selectmen to manage and operate public, educational and municipal access in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.

7. Cable Advisory Committee: the Stoughton Cable Advisory Committee as appointed by the Board of Selectmen.

8. Cable Licenses, or Renewal Licenses: the license agreements between Stoughton and Comcast and Verizon ("LICENSEES"), authorizing LICENSEES to own, operate and maintain the Cable Television Systems in the MUNICIPALITY.

9. Commercial Program: programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.

10. Downstream Channel: a channel over which signals travel from the system headend to an authorized location within the system.

11. Educational Access: any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.

12. Issuing Authority: the Board of Selectmen of the Town of Stoughton, who is party to this Agreement.

13. Licensee: Comcast or Verizon, or their authorized transferees or successors.

14. Governmental Access: any channel or time thereon which has been allocated by the MUNICIPALITY, the Issuing Authority or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.

15. Public Access: the availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

16. Municipality (or "Town"): the Town of Stoughton, Massachusetts.

17. Upstream Channels: means a channel over which signals travel from an authorized location to the cable system headend.

Article III – DESIGNATION

Pursuant to the respective Articles and provisions in the Cable Licenses, the Board of Selectmen, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its designee and ACCESS CORPORATION within the meaning of that term as employed in the Cable Licenses for the Town of Stoughton. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

Article IV – TERM OF DESIGNATION

Unless otherwise revoked for good cause shown as provided elsewhere within this Access Agreement, the term of this Designation shall become effective when executed by all parties hereto, and this Access Agreement shall continue for five (5) calendar years from that date, expiring one minute before midnight on the five-year anniversary of such effective date.

Article V – OBLIGATIONS OF ACCESS CORPORATION

Section 1: Public Access Use: Operating Rules and Procedures

S.M.A.C. shall be solely responsible for the management and operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals, scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities and Access Channel time shall be available to residents or any organizations serving the respective MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities and equipment on a non-discriminatory, first-come, first-served basis subject to the terms of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

Section 2: Programming on the Public Access Channel

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and By-Laws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

(a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good-faith offer tendered in writing by the third party;

(b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C..

Section 3: Coverage of Local Meetings

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled Board of Selectmen, School Committee, and Town meetings for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if so requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

Section 4: Cooperation with School Department

S.M.A.C. shall cooperate fully with the school department of the MUNICIPALITY in the coverage of important or significant school events, providing request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

Section 5: Cooperation with Municipal Government

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings and in developing programming about the functions of Municipal Government departments.

Section 6: Logs

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

Section 7: Insurance

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount of the statutory limit.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY at time of issuance during the term or terms of this Access Agreement.

Section 8. Indemnification

(a) Indemnification of Access Corporation of MUNICIPALITY:

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, non-

compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys fees.

(b) Indemnification by Access Corporation of Employees:

The Access Corporation shall, at its sole cost and expense, defend, indemnify and hold harmless its officers, employees, boards, commissions, agents and/or members from and against all claims for damage due to the actions of the Access Corporation, its officers, employees, boards, commissions, agents and/or members, when acting in official capacity or on behalf of the Access Corporation, where such claims arise out of the operation of the Access Corporation or Access Facility, or the provision of Access Programming which is the subject matter of this Access Agreement. Indemnified costs shall include, without limitation, all out-of-pocket expenses, including reasonable attorney's fees and the reasonable value of any services rendered by Town Counsel.

Section 9: Annual Review, Report or Audit

S.M.A.C. shall provide an annual review, report or audit of its finances and operations, as may be required by the regulations of the Attorney General, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and, if requested, to LICENSEES, ninety (90) days subsequent to the close of S.M.A.C.'s fiscal year, or at such other time as may be agreed upon between the parties.

The MUNICIPALITY, its Issuing Authority, or its designee(s), may conduct an annual review of S.M.A.C.'s performance, each year upon receipt of the annual review, report or audit. At any such performance review all S.M.A.C. officers, directors or employees so requested by the MUNICIPALITY or its Issuing Authority or designees shall be in attendance.

Section 10: Editorial Discretion

S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good-faith offer tendered in writing by the third party;

All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels shall be the sole responsibility of S.M.A.C..

Section 11: Status As Non-Profit 501(c)(3) Corporation

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

Section 12: No Amendments To By-Laws Without Notice To Issuing Authority

S.M.A.C. shall not make any substantive material amendment to its By-Laws without first presenting the same to the Issuing Authority for review and comment, together with an explanation of the desired amendment and the reasons therefor. A thirty (30) day notice period shall be observed by S.M.A.C. prior to effecting any such amendments.

Section 13: Maintenance of Records, Equipment and Property; Equipment Inventory

S.M.A.C. shall maintain accurate books, records and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

Section 14: Access to Records

S.M.A.C. shall allow the Issuing Authority, and/or its authorized designee(s) access to the books, records, accounts, and facilities of S.M.A.C. at such reasonable times and in such reasonable places as the same may require to ensure compliance with this Access Agreement.

Section 15: Political Activities Prohibited

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

Section 16: Reversion of Property Upon Termination

Upon termination of this ACCESS AGREEMENT, title to all property, equipment, facilities, and undisbursed funds and all other assets of the Access

Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees and S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer.

Article VI – RENEWAL – ADDITIONAL TERMS

The Term of this Access Agreement may be extended from time to time by the Issuing Authority at its sole discretion. Such additional terms may be for any length of time which the Issuing Authority in their sole discretion may decide.

Article VII – TERMINATION

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

- (A) The filing of bankruptcy of S.M.A.C.;
- (B) The expiration of, or revocation of, or any amendment to, the material provisions of the Cable Licenses of the MUNICIPALITY affecting the right of any party to this Access Agreement;
- (C) The expiration of the then-current Term, or any extension of the Term, of this Access Agreement in the event that the MUNICIPALITY, in its sole discretion, has failed or has elected not to re-designate S.M.A.C. as its Access Provider within the meaning of that term as employed in its Cable Licenses; or
- (D) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice and opportunity to cure as more fully provided in Article VIII of this Access Agreement.

Article VIII – BREACH AND SANCTIONS

Section 1: Determination of Breach

Upon determining that a possible actionable breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report cure of same to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to fault on the part of S.M.A.C., but for reasons beyond its control, such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a detailed timetable for correction and cure; or (4) if the breach was not due to fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable timetable for cure, to be submitted for approval by the MUNICIPALITY.

If, after notification and opportunity to cure as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be determined to be reasonable under the circumstances; or (4) excuse the breach for good cause shown.

Section 2: Liquidated Damages

Liquidated damages up to the amounts set forth below may be assessed against S.M.A.C. by the MUNICIPALITY upon finding a breach of this Access Agreement after notice and opportunity to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

(a) For failure to maintain qualified, fully trained and competent personnel to manage and operate the Public Access Program, as required by Article V, Section 1, \$50.00 per day;

(b) For failure to provide live coverage of local meetings as required by Article V, Section 3, \$50.00 per day to Municipality;

(c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;

(d) For failure to prepare or produce Annual Review, Report, Audit and/or Inventory, as required by Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6; or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable time and at such reasonable places as the Issuing Authority or its authorized representatives may require, as required by Article V, Section 14, \$25.00 per day; and

(e) For any other breach of this Access Agreement as may be found by the MUNICIPALITY, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1

Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fund raising campaigns or drives.

Article X – CABLE ADVISORY COMMITTEE

At the discretion of the Issuing Authority, the Stoughton Cable Advisory Committee may be vested with such power and authority as may lawfully and from time to time be delegated by them.

Article XI – ACCESS CORPORATION ORGANIZATION

Section 1: Board of Directors

The Access Corporation shall have a Board of Directors composed as provided by Article III of the Corporations By-Laws as they currently exist or as they may from time to time be amended.

The Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its By-Laws.

Section 2: Access Corporation Officers

The selection, duties and terms of the corporate Officers shall be as provided by the By-Laws.

Section 3: Access Corporation Members

The Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Corporation, and consistent always with the provisions of Article II of the corporate By-Laws as they currently exist or as they may from time to time be amended.

Section 4: Access Corporation By-Laws

The Access Corporation By-Laws, as adopted by the incorporators at the time of incorporation, shall serve as the effective By-Laws of the Corporation. They may be amended from time to time always consistent with the procedures set forth by Article VI of the By-Laws.

Article XII – MISCELLANEOUS

Section 1: Assignment and Successors Bound

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY.

Section 2: Waiver and Amendment

Nothing in this Access Agreement shall prevent all parties from agreeing to waive any provisions of this Agreement by mutual consent. Any such waiver must be confirmed by all parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed upon, in writing, pursuant to this section shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

Section 3: Construction

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be construed under and governed by the laws of the Commonwealth of Massachusetts.

Section 4: Severability

If any section, sentence, paragraph, term or provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

Section 5: Force Majeure

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure", as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America or of any of its departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential equipment, services, or material beyond the control of any party.

Section 6: Entire Agreement

This Access Agreement contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties and in the same form as this Agreement.

Section 7: Notice

Any notice delivered hereunder shall be valid if hand delivered or mailed, postage pre-paid first class to:

The MUNICIPALITY:

Town of Stoughton:

Chairman, Board of Selectmen
Stoughton Town Hall
10 Pearl Street
Stoughton, MA 02072

Stoughton Media Access Corp.:

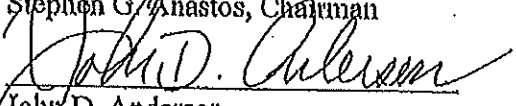
President, Stoughton Media Access Corp.
Stoughton Town Hall
10 Pearl Street
Stoughton, MA 02072

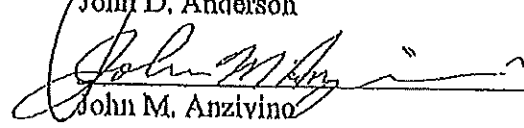
Article XIII – EXECUTION

TOWN OF STOUGHTON, MASSACHUSETTS,

By its Board of Selectmen,


Stephen G. Anastos, Chairman


John D. Anderson


John M. Anzivino

Joseph M. Mokrisky


Cynthia A. Walsh

Dated: 12/15/2009

STOUGHTON MEDIA ACCESS CORP.

By its President,


President

Dated: 12/17/2009

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