

## Video On Demand License Agreement

This VOD License Agreement (the “**Agreement**”) dated as of the \_\_\_\_ day of \_\_\_\_\_, 2013 between the City and County of Denver (“**Licensor**”) and Mile Hi Cable Partners, L.P., on behalf of its operating affiliates (“**Comcast**”), sets forth the terms and conditions that shall govern the distribution of certain on-demand programming content supplied by the Licensor over cable systems owned, operated, or managed by Comcast and/or any entity controlling, controlled by, or under common control with Comcast (the “**Systems**”). The parties, intending to be legally bound, do hereby agree as follows:

Whereas, Comcast desires to make available, to its subscribers in certain Systems, content provided by the Licensor on a video-on-demand (“**VOD**”) basis (*i.e.*, using technology that allows subscribers to select for viewing content desired by such subscribers for display on an on-demand basis, such that each subscriber can start such programming upon the subscriber’s selection and thereafter control the playback of such programming); and

Whereas, Licensor owns or otherwise has rights in certain content and wishes to grant Comcast a license to distribute such content to Comcast’s subscribers via VOD.

Now, therefore, Licensor and Comcast, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, agree as follows:

### 1. Definitions.

- a. “**Comcast Entity**” shall mean Comcast and/or any entity controlling, controlled by, or under common control with Comcast and/or Comcast Corporation.
- b. “**Comcast System(s)**” shall mean those systems owned, operated, or managed by any Comcast Entity.
- c. “**Licensor Marks**” shall mean Licensor’s and its licensors’ trademarks, service marks, logos, trade dress, trade names, service marks, and other designs.
- d. “**Available Window**” shall mean, with respect to a particular Program, the period of time during which Comcast is licensed to transmit, distribute, exhibit, and otherwise make available the Program on a VOD basis within a VOD System, which may be amended by Licensor during the Term to indicate the addition of additional Programs and their applicable Available Window(s).
- e. “**Program**” shall mean an individual program or an episode of a series (or a segment of such episode, program or show if such segment is made available and separately identified as a Program) identified by representative programs or series referenced on Exhibit A, attached hereto and incorporated by reference herein. All Programs shall meet the definition of Access programming as set forth in the Franchise Agreement between the parties.
- f. “**VOD Server**” shall mean a disk array storage device that accepts and stores video and data input and provides streaming media output including MPEG video.
- g. “**VOD Subscribers**” shall mean those VOD System subscribers capable of accessing the Programs via VOD.
- h. “**VOD Systems**” shall mean those Systems distributing any Programs to subscribers via VOD, as determined by Comcast.

2. Grant of Rights. Subject to the terms and conditions herein, Licensor hereby grants to Comcast, and Comcast accepts, a non-exclusive license to transmit, exhibit, distribute and otherwise make available the Programs on any of the VOD Systems to VOD Subscribers via VOD technology during the Term of this Agreement. Licensor hereby grants to Comcast, and Comcast accepts, a non-exclusive license to store the Programs in a VOD Server, and exhibit the Programs over the VOD Systems to VOD subscribers during the Term and in accordance with this Agreement. Pursuant to the Franchise Agreement between the parties, Licensor will encode the Programs with applicable digitally encoded non-video data attributes in a format as directed in writing by Comcast, as described in Exhibit B hereto ("Meta Data"). The license granted hereby shall permit the VOD Subscribers to access any Program for an unlimited number of times during such Program's Available Window. Comcast shall have the right to digitize, copy, cut, edit, dub, alter, reformat and modify the Programs as necessary for technical and practical purposes, provided that Comcast shall not materially alter the substantive content, including but not necessarily limited to the length of any Programs made available via VOD.
3. Programs. Comcast shall in its sole discretion determine (a) which Programs, if any, to make available on a VOD basis in each individual Comcast System; (b) the categorization and placement of such Programs in applicable menus and user interfaces and (c) whether to include, and the content and format of any, disclaimers before, during or after the Programs. Notwithstanding the foregoing, but pursuant to Section 9.5 of the Franchise Agreement, Comcast shall not discontinue and/or delete any Programs, so long as such Programs fall within the definition of Access programming pursuant to the parties' Franchise Agreement and under federal law, and such Access programming does not violate Section 8.4 of the Franchise Agreement.
4. Notice of Additional Programs. In the case of any show, episode or installment of programming that now or hereafter qualifies as a Program hereunder, Licensor shall provide notice to Comcast of any such additional Program and any such additional Program's Available Window.
5. Term. This Agreement shall be effective as of the date hereof and shall expire on the same date as the Franchise Agreement between the parties, unless earlier terminated pursuant to the terms set forth herein or extended by the parties as mutually agreed-upon in writing (the "**Term**").
6. No Fees. The rights granted to Comcast under this Agreement are being provided without charge by Licensor. There shall be no fee or charge to Comcast by Licensor for the VOD transmission, distribution and/or exhibition of the Programs by any of the Comcast Systems hereunder and/or the use of the Licensor Marks. Comcast represents and warrants that, unless otherwise mutually agreed upon by Licensor and Comcast, any Programs provided by Comcast via VOD shall be distributed without any specific incremental transaction or subscription charge to subscribers for VOD exhibition(s) of such Program. Licensor shall be responsible for any royalties and/or other fees, if any, payable to any applicable programming licensor(s) for content included in the Programs (including, without limitation, residuals or other payments to guilds or unions, rights for music clearances, including but not limited to performance rights, synchronization rights, and mechanical rights, and all other fees, payments, or obligations arising out of the activities contemplated by this Agreement). Comcast shall have no responsibility or liability for any such royalties or fees, including any royalties or fees associated with distribution of the Programs via VOD.
7. Delivery and Distribution. Licensor shall be responsible for all costs associated with program production, mastering, and delivery. This includes any seen or unforeseen costs of program development and production to any parties. Licensor shall deliver the Programs to Comcast, at 1601 Mile High Stadium Circle, Denver, CO 80204. Notwithstanding the foregoing, the parties agree that the Programs may be delivered to Comcast electronically, so long as the Programs are

delivered by a method acceptable to Comcast. Each program will be made available by Comcast for VOD distribution. Comcast, at its own expense, shall obtain and maintain equipment necessary to distribute such Program(s) to VOD Subscribers from the VOD Server of each VOD System to which any such Program is made available by Comcast on a VOD basis.

8. Window. With respect to Programs licensed hereunder, the Available Window shall be determined by Licensor, but in any event, shall be no less than one (1) week from broadcast or delivery by the Licensor, after which time the license for such Program shall expire. Comcast shall delete and permanently disable further viewing of a Program by subscribers at the expiration of the applicable Available Window for such Program.
9. Representations and Warranties. Licensor hereby represents, and covenants that: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary municipal action on the part of Licensor and constitutes a valid and legally binding agreement of Licensor enforceable against Licensor in accordance with its terms and conditions; (b) Licensor has all rights and authority necessary to fully perform and grant the rights granted herein and all rights in and to the Programs and any advertisements, sponsorships or other promotional material inserted therein by Licensor, the Licensor Marks and in and to all intellectual property, images and graphics and related material included therein required for the exercise of rights granted in this Agreement without liability of any kind to any third party, and (c) the Programs and any advertisements, sponsorships or other promotional material inserted therein by Licensor, and Comcast's exercise of the rights granted hereunder shall not infringe or violate any third party rights or applicable laws, rules, regulations or orders. Comcast hereby represents, warrants and covenants that the execution, delivery and performance of this Agreement has been duly authorized by all necessary company action on the part of Comcast and constitutes a valid and legally binding agreement of Comcast enforceable against Comcast in accordance with its terms and conditions.
10. Responsibility for Damages. Comcast and Licensor each agrees to be responsible to the other party, its parent, subsidiary and affiliated companies and entities and their officers, directors, employees and agents for any damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach or alleged breach of any of its respective representations or obligations pursuant to this Agreement. Furthermore, Licensor will be responsible to Comcast, its parent, subsidiary and affiliated companies and entities and their officers, directors, employees, and agents for any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) caused by Licensor's negligence or breach of contractual obligations, arising out of the content of the Programs, including but not limited to all advertising or promotional material included therein, unless such claims arise from insertions or deletions made by Comcast to the Programs. The provisions of this paragraph shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, nothing contained herein shall be considered or construed as a waiver of any of the coverages or protections of the Colorado Governmental Immunity Act, as amended.
11. Termination and Default.
  - (a) If either party defaults in the performance of any of its material obligations hereunder or breaches any representation or warranty, and such default is not cured within thirty (30) days after written notice thereof (or, in the case of a default that is not capable of being cured within thirty (30) days, then if the defaulting party fails to take all reasonable steps to commence curing such default within such 30-day period and thereafter diligently proceed to cure such default), then the other party may terminate this Agreement by giving written notice thereof to the defaulting party.

- (b) If a party hereto (i) becomes bankrupt or insolvent, however evidenced, (ii) admits in writing its inability to pay its debts when due, (iii) makes a general assignment for the benefit of creditors, (iv) has appointed, voluntarily or involuntarily, any trustee, receiver, to it or a substantial part of its property, (v) files, or has filed against it, a voluntary or involuntary petition in bankruptcy or (vi) makes any arrangement or otherwise becomes subject to any proceedings under the bankruptcy, insolvency, reorganization or similar laws of the United States or any state, then the other party hereto shall have the right at any time thereafter to terminate this Agreement by giving written notice to such party hereto.
12. Usage Data. Comcast may provide to Licensor data gathered by Comcast regarding usage of the Licensor VOD folder via VOD, as reasonably can be provided by Comcast in a form and at such frequencies as determined by Comcast, and in accordance with the parties' Franchise Agreement; provided that such data shall not include personally identifiable information concerning any individual subscriber. Licensor hereby agrees that all such information is proprietary to Comcast and will be used by Licensor only for internal research purposes and any further use is expressly prohibited without the prior written consent of Comcast.
13. Confidentiality. Neither party shall divulge or reveal to any third party, other than such party's auditors, attorneys, financial advisors, merger partners, or, in the case of Comcast, potential investors in, or acquirers of, the Systems, the specific terms and conditions of this Agreement, or any records, documents, or materials disclosed hereunder (including but not limited to VOD usage data specifically concerning any or all of the Programs, except that Comcast may disclose aggregate VOD usage data as long as such data does not identify specific usage of any particular Program), without the written consent of the other party hereto. Notwithstanding the foregoing, Comcast acknowledges that Licensor is a governmental entity and subject to the Colorado Open Records Act, as amended, and that confidentiality issues shall be governed by the Franchise Agreement.
14. Press Release. Neither party shall issue any press release regarding the specific terms of the business relationship of the parties, including but not limited to the number of VOD hours on the VOD Systems as set forth herein except with the advance written consent of the other party. Notwithstanding the foregoing, no prior consent shall be necessary for the Licensor to promote the Licensor's programming that is available on demand on Comcast's VOD Systems.
15. Assignment. Subject to the provisions of the Franchise Agreement, without the prior written consent of the other party, neither party may assign the rights and obligations under this Agreement, except that no consent shall be required for a party's assignment to an entity that controls, is controlled by, or is under common control with such party. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns and shall inure to the benefit thereof.
16. Force Majeure. Licensor shall not be liable to Comcast for failure to supply the Programs or any part thereof, nor shall Comcast be liable to Licensor for failure to provide the Programs or any part thereof to subscribers, by reason of any act of God, labor dispute, breakdown of facilities, legal enactment, governmental order or regulation, or any other cause beyond its respective control.
17. Notices. All notices required or permitted to be given pursuant to this Agreement shall be given in writing to the appropriate party at its address set forth below or at such other address as may be given by notice hereunder:

For Comcast: Comcast Cable-Denver  
8000 East Iliff Avenue  
Denver, Colorado 80231  
Attention: General Manager

With a Copy To: Comcast Cable Communications, LLC  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19103-2838  
Attention: Vice President, Broadcaster Relations  
Attention: General Counsel

For Licensor: Denver Media Services  
Attn: Cable Franchising  
1437 Bannock Street, Mailbox #P3  
Denver, CO 80202

With a Copy to: Denver City Attorney's Office  
1437 Bannock Street, Room 353  
Denver, CO 80202

All notices given hereunder shall be deemed effective upon receipt.

18. Examination of Records. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

19. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts related to this Agreement.

20. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. Miscellaneous.

- (a) Neither party hereto shall be or hold itself out as the agent of the other party hereto under this Agreement. Nothing contained herein shall be deemed to create, and the parties hereto do not intend to create, any relationship of partners or joint ventures as between Comcast and Licensor, and neither party hereto is authorized to or shall act

toward third parties or the public in any manner which would indicate any such relationship.

- (b) The validity, interpretation, performance and enforcement of this Agreement shall be governed by the law of the State of Colorado. The respective obligations of the parties hereto under this Agreement are subject to all applicable federal, state, and local laws, rules, and regulations (including, without limitation, the Communications Act of 1934, as amended, the Cable Communications Policy Act of 1984, as amended, and the rules and regulations of the Federal Communications Commission thereunder).
- (c) Each party hereto agrees that any proceeding arising out of or relating to this Agreement or the breach or threatened breach of this Agreement shall be commenced and prosecuted in a court in the City and County of Denver, Colorado. Each party hereto consents and submits to the non-exclusive personal jurisdiction of any court in the City and County of Denver, Colorado in respect of any such proceeding. Each party hereto waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in any court in the City and County of Denver, Colorado and any claim that it may now or hereafter have that any such proceeding in any court in the City and County of Denver, Colorado has been brought in an inconvenient forum. Each party hereto waives trial by jury in any such proceeding.
- (d) This Agreement constitutes the entire agreement between the parties hereto with respect to the particular subject matter hereof. The parties hereto acknowledge that they may have entered into agreements with each other prior to the date hereof and may enter into additional agreements with each other hereafter that are distinct and separate from this Agreement. Accordingly, the parties hereto agree that, except as set forth herein or as otherwise agreed in writing hereafter, no right, obligation, restriction or any other term or condition in this Agreement, on the one hand, and any other agreement between the parties hereto, on the other hand, shall have any bearing upon, be used in any way to interpret or clarify, or be deemed to supersede, amend, or modify in any way, the other or the meanings thereof.
- (e) The headings set forth in this Agreement have been inserted for convenience of reference only, shall not be considered a part of this Agreement, and shall not limit, modify, or affect in any way the meaning or interpretation of this Agreement. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.
- (f) Except as otherwise contemplated herein, no amendment of this Agreement shall be binding upon a party hereto unless in writing and executed and delivered on behalf of each party by an authorized party thereof.
- (g) No waiver of any provision of this Agreement shall be binding upon a party hereto unless in writing and executed and delivered on behalf of each party by an authorized party thereof. Such waiver shall be effective only to the extent specifically set forth in such written instrument and no waiver of any breach or provision hereunder shall be deemed to be a waiver of a preceding or subsequent breach of the same or any other provision of this Agreement.

- (h) Nothing in this Agreement shall prohibit Comcast or its agents or affiliates from engaging in or authorizing any activity with respect to the Programs that would otherwise be a lawful activity if engaged in by a subscriber, including but not limited to employing or implementing functionality to display content or other information or material on the screen on which the Programs are being viewed (e.g. tools, menus, playback functions, commands, and other material displayed with an interactive program guide and/or other user interface(s)).
- (i) In the event of any conflict between any term of this Agreement and a term of the Franchise Agreement between the parties, the Franchise Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

AGREED:

CITY AND COUNTY OF DENVER,  
COLORADO

MILE HI CABLE PARTNERS, L.P.  
By: Comcast of Florida, Its General Partner  
By: Tele-Communications of Colorado, Inc.,  
Its General Partner

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
Richard C. Jennings

Title: \_\_\_\_\_

Title: Authorized Agent; Regional Senior Vice  
President – Cable Management

## EXHIBIT A

### PROGRAMS

The “Programs” are listed below. This list is not all inclusive but is provided for demonstrative purposes.

“Denver How-To” videos – short 2 minute videos on how to use City services, such as how to apply for a marriage license, how to obtain a building permit to repair a fence, how to research and view your property tax valuation. There are approximately 15 of these segments, each running between 90 and 120 seconds.

“Denver Loft Sessions” – an in-studio production highlighting small Denver and local bands and musical groups in an intimate acoustical setting of the City’s loft television set. Each program is 30 minutes in length and depicts one band doing a full set, plus promotional information on their websites, upcoming concerts, interviews with the band members. There are currently three of these programs with an estimate of one more per month through the first quarter of next year.

“Discover Denver” – short video content on Denver neighborhoods and business districts, such as “Old South Pearl Street” which gives viewers the ideas of shops, history, and dining opportunities in those different areas of the City. There are currently seven programs averaging between two and three minutes in length.

“Red Rocks Premieres” – a video highlighting the musical groups which open for “Film on the Rocks” at Red Rocks. It includes portions of the band’s performance and information about upcoming “Film On the Rocks” opportunities. There are six of these programs averaging about 30 minutes per program.




EXHIBIT B

TRANSMISSION AND DELIVERY

**[INSERT FORMAT, TECHNICAL SPECIFICATIONS, ADDRESS AND DATES FOR DELIVERY AND ALL OTHER DELIVERY SPECIFICATIONS.]**

**Contract Control Number:** TECHS-201313093-00

**Contractor Name:** COMCAST

By:  \_\_\_\_\_

Name: Richard C Jennings  
(please print)

Title: Regional Senior Vice President -  
(please print) Cable Mgmt

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

