

WORLD

Executed

Contract

WORLD CHANNEL
License Agreement
2014-2015

Licensee: WCFE / Mountain Lake PBS

located at: One Sesame Street, Plattsburgh, NY 12901 ("Licensee")

1. This License Agreement (the "Agreement") is by and between Licensee and the WGBH Educational Foundation (hereinafter referred to as "WORLD") for use of the WORLD Channel (the "WORLD Channel," or the "Service"), a 24-hour, 7-day a week packaged program transmission service comprised primarily of programs from the PBS National Program Service ("NPS Programs"), PBS Plus (collectively, the "PBS Programs"), American Public Television Exchange (APT), National Education Television Association (NETA), and WORLD which World programs are acquired or produced specifically for the Service (the "WORLD Programs").

2. Term and License Fee.

(a) The term of this Agreement shall commence upon July 1, 2014, or Licensee's first use of the Service if such use was after July 1, 2014 (the "Effective Date") and shall continue through June 30, 2015 (the "Term"), unless earlier terminated in accordance with this Agreement;

(b) Licensee will pay the amount of \$3,850.00 (the "Fee") for the Service. Payment is due within forty-five (45) days of execution date of invoice.

3. Eligibility. In order to be eligible to execute this Agreement, Licensee must be: (a) a one hundred percent (100%) participating NPS member, (b) a subscriber to PBS Plus, the APT Exchange and the NETA Program Service, and (c) in good financial standing with all of the above stated entities. Except as otherwise expressly provided in this Agreement, Licensee's use of PBS Programs are at all times subject to the then-current Terms and Conditions for Use of PBS Programs, as amended by PBS from time to time. Uses of all APT and NETA programs contained in WORLD Channel, as well as standard warranties and indemnities, shall be subject to and governed by the respective agreements between Licensee and, either, American Public Television (APT), or National Educational Telecommunications Association (NETA), as applicable, for those program services. WORLD Programs are not intended for use by Licensee beyond such programs' broadcast as part of the Service as it is transmitted by WORLD. As a result, Licensee shall not record WORLD Programs from Service feeds for use in any other manner or media, unless given prior written approval by WORLD, and use of WORLD Programs shall be subject to the terms and conditions set forth herein.

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4. Licensee Rights. Licensee shall not authorize any retransmitting system to edit or alter the WORLD Channel as it is transmitted by WORLD or Licensee other than as permitted by this Agreement. For clarity, Licensee shall not authorize any retransmission by others, nor shall Licensee edit or alter the WORLD Channel or its content (including WORLD Programs) other than as permitted by this Agreement. Subject to all of the other terms and conditions of this Agreement and associated guidelines provided by PBS, WORLD, APT, or NETA, as the case may be, from time to time, WORLD hereby grants and licenses to Licensee the following nonexclusive rights for use of the WORLD Channel:

(a) the right to broadcast the WORLD Channel on a noncommercial, sustaining basis, within Licensee's digital local service area, by means of a free, over-the-air, digital broadcast;

(b) the right to direct feed the WORLD Channel to its local cable operator for noncommercial transmission on any of operator's local cable television system(s) for which the station is considered a qualified noncommercial educational television broadcast station eligible for carriage of its broadcast signal on such system under Sections 76.55(b) and 76.56 of the FCC's must-carry rules (or any successor provisions thereto). Furthermore, Licensee may not use or authorize use of the WORLD Channel outside of Licensee's local service area. Licensee shall have the right to provide the WORLD Channel to a cable distributor for inclusion within the digital cable tier in its local service area as set forth herein, provided that it shall not be offered to cable or to a DBS operator for a fee; and

(c) the right to replace up to two hours of programming per twelve-hour block with national, local and/or acquired programming in keeping with the programming of the WORLD Channel, provided Licensee has secured the necessary rights, including representations and warranties that all rights, releases and clearances with respect to such program and all materials and elements contained therein have been secured for distribution via the WORLD Channel, and, to the extent permitted by law, indemnities against all claims, damages, costs, liabilities and expenses, including attorney fees which may be suffered or incurred arising out of use of such program for WORLD, APT, WNET and CPB. In addition, Licensee has the right, subject to written pre-approval by WORLD and/or APT, to replace the WORLD Channel schedule with pledge events, public affairs, news or expanded coverage of events important to the local community. Notwithstanding the foregoing, in order to ensure national carriage for original or acquired WORLD Channel-exclusive content, WORLD may designate certain programs for required carriage, making them ineligible for replacement with local programs as set forth above unless Licensee records and broadcasts such programs during an equivalent time period during the seven-day period following initial broadcast. WORLD will give stations advance notice of such designations as part

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of the release of the monthly schedule. If additional accommodations are needed by a Licensee, WORLD will negotiate with each Licensee as needed. Licensee must notify APT of preemptions, in advance where possible or promptly afterward, such notice to be sent to the attention of Chris Funkhouser by email,

Chris_Funkhouser@APTonline.org. The parties acknowledge that some licensees may wish to time delay the WORLD Channel schedule in order to counterprogram other services or to address time zone issues. In these cases, licensees may delay the WORLD Channel feed for a maximum of three hours. Licensee may delay the WORLD Channel feed in favor of special hearings coverage for more than three hours for the purpose of broadcasting the hearings in primetime, and/or taping the hearings during non-WORLD time and substituting them for WORLD Channel programming later.

5. Carriage Requirements.

(a) Licensee must transmit the WORLD Channel for a minimum of 12 consecutive hours per day, seven days per week, in complete 12-hour blocks. It is recommended that at least six hours of the minimum 12 hours be transmitted by Licensee between twelve Noon (12 pm) to twelve midnight (12 am) local time. This Agreement may be terminated by WORLD if, the above-referenced minimum carriage requirement, is not met by Licensee. Additionally, Licensee is not permitted to alter the WORLD Channel program hours on a short-term basis (e.g. for a specific day), except as indicated in Section 4(c) above. Stations transmitting the WORLD Channel are encouraged to brand the Service locally, by using their station's call letters above or preceding the WORLD logo e.g. XXXX WORLD (See the Station Tool Kit and WORLD style guide for more information on branding). If a Licensee transmits the WORLD Channel for less than 24 hours (not including agreed-upon pre-emptions), Licensee may not use the WORLD Channel brand (i.e. "WORLD") over the non-WORLD Channel portion of their transmission.

(b) APT is responsible for facilitating the station contracts for carrying the WORLD Channel. In addition, all proposals for adding or dropping WORLD Channel hours must be submitted to APT, in writing, thirty (30) days in advance of the proposed implementation of such changes. Such proposals must be sent to the attention of Chris Funkhouser, at APT, 55 Summer Street, Boston, MA 02110 or Chris_Funkhouser@APTonline.org.

(c) Except with respect to WORLD Programs, the parties acknowledge that the source of the program rights for programs included in the Service originate from the initial releases granted by the programs' distributors to the system (i.e. APT, NETA, and/or PBS as the case may be).

6. Reporting Requirements. Licensee must advise APT in writing and via the required annual station questionnaire on items, including the following:

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- (a) Which cable systems will carry the Service and on what channel number(s);
- (b) Licensee's exact plans for usage, either 24/7 or exact time of the 12-hour blocks;
- (c) If available, any local customization of Nielsen ratings for the Service in Licensee's market;
- (d) Licensee's plans to localize, if so doing, and in what specific way; and
- (e) Licensee's plans to distribute the Service's schedule in program guides and websites, and any marketing plans for the WORLD Channel.

7. Interstitial & Branding Content. The WORLD Channel is delivered to Licensee with interstitial elements including co-brandable IDs, billboards, image, series promotion and other spots. WORLD Channel breaks will accommodate local availabilities for local brand, promotion, underwriting or other messages. In the future, WORLD will also be employing "snipe" on-air technology to promote the schedule.

(a) License: WORLD hereby grants Licensee the non-exclusive right to use all interstitial material included in the WORLD Channel as delivered in accordance with the conditions contained herein. Licensee is permitted to use the interstitials with the WORLD name only as part of the WORLD Channel transmission and/or its promotion (including cross-promotion on other channels operated by Licensee), and not in any other manner.

(b) Co-branding: Licensee shall have the right to place a co-branded "bug," reflecting the local station identity and "WORLD" combined, in the lower right-hand corner of the screen over all program content to signal the viewing destination for, and source of, this Service. The co-branded "bug" shall be designed in accordance with the WORLD Channel co-branding rules and guidelines as outlined in the WORLD Channel Toolkit and Style Guide.

(c) Integrity: Licensee shall not delete, alter, replace, obscure, edit, or move any branding or any website identifiers or tags that are included as part of the WORLD Channel (including but not limited to programs, packaging or interstitial content transmitted or distributed as part of the WORLD Channel).

(d) Local Availabilities and Pre-emption of Interstitials: Licensee may only pre-empt select interstitial elements as specified by WORLD in regular scheduling communications. Such communications shall be considered a part of this Agreement. Licensee may substitute its materials for interstitial elements identified as pre-emptible.

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Licensee-inserted brand and promotion spots or other interstitials must conform to the guidelines included in the WORLD Channel Toolkit and Style Guide.

8. On-air Fundraising. On-air fundraising is permitted on WORLD Channel under the following conditions:

- (a) Breaks may be live, locally taped, or pre-packaged "pledge event" breaks;
- (b) Programming must be documentary, history, news or public affairs programming in genre that would be of interest to the WORLD Channel audience;
- (c) Licensees are encouraged to customize breaks to fit the WORLD Channel's branding. For example in a pledge event, the opt-outs should feature local roll-ins that speak to the viewers' affinity for the channel;
- (d) Licensees must include the co-branded "WORLD Channel" bug during pledge breaks;
- (e) Licensees are encouraged to add a WORLD Channel-centric pitch line to local graphics during WORLD Channel breaks along the following suggested parameters:
 - (i) "(local brand) WORLD Brave. New. Real."
 - (ii) "(local brand) WORLD Unexpected Stories"
- (f) Subject to Paragraph 4(c) above with respect to national carriage for original or acquired WORLD Channel exclusive content, Licensees may pledge on the WORLD Channel for up to six (6) consecutive hours per day, up to thirty (30) days per year during the Term. Alternately, Licensees may pledge for shorter hours per day, but for more days: up to three (3) consecutive hours per day for up to forty-five (45) days as long as not more than 35 events occur in prime time. Stations are encouraged to rotate the local time of the pledge block throughout the schedule to minimize repetition for viewers.
- (g) Should WORLD deem that the allowance for pledge on the Service as described herein becomes a hindrance in securing underwriting, WORLD reserves the right to adjust the pledge guidelines.

9. Ratings Reports. Licensee agrees to provide WORLD, whenever possible, with any local customized ratings reports, especially on local specials in its market.

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10. Termination. WORLD shall have no obligation to continue to provide the Service to Licensee for the entire Term and may discontinue providing the Service at any time. WORLD shall have no liability to Licensee or any other party for such discontinuation, other than return of the remaining pro-rata portion of the Fee, if any, prorated over a twelve month period, to Licensee. WORLD will provide Licensee with notice of any such discontinuation at least sixty (60) days prior to the point of service termination.

11. Warranties and Indemnities.

(a) Licensee represents and warrants that it has full power, legal capacity and authority to enter into this Agreement, and that it will use the WORLD Channel and its related content, including the WORLD Programs, solely in accordance with this Agreement, and that it shall secure the necessary rights, releases and clearances with respect to any program(s) that Licensee distributes via the WORLD Channel including any and all materials and elements contained in such program(s). To the extent permitted by law, Licensee shall indemnify and hold WORLD, WNET, APT, CPB and their respective officers, trustees, directors, agents, licensees, designees, assignees, grantors and employees harmless from and/or against any and all claims, damages, costs, liabilities and expenses, including reasonable attorney's fees, that may be suffered or incurred arising out of any breach of these terms and conditions or the foregoing representations and warranties made by Licensee.

(b) With respect to the WORLD Programs and the WORLD Channel, WORLD represents and warrants that it has full power, legal capacity and authority to enter into this Agreement, and that it has the right to grant this license. WORLD will not be liable for damages or breach of this warranty unless given prompt written notice of claims and details thereof by Licensee as well as full control of defense and/or settlement of claims including the right to engage its own counsel. Licensee agrees to cooperate fully with WORLD in defense or settlement of any such claim. To the extent permitted by law, WORLD shall indemnify and hold harmless Licensee and its officers, directors, employees and agents from and/or against any and all claims, damages, costs, liabilities and expenses, including reasonable attorney's fees, that may be suffered or incurred arising out of any breach of the foregoing representations and warranties made by WORLD.

12. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes all previous written or verbal agreements between the parties, including but not limited to all representations, warranties, statements, correspondence, and understandings previously made by Licensee or WORLD with respect to the WORLD Channel, and may not be modified except by a written agreement signed by both parties. A waiver by either party of any breach or default by the other party shall not be construed as a waiver of any other

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breach or default.

13. Binding Agreement. This Agreement, when signed by an authorized representative of each party, constitutes a binding agreement between Licensee and WORLD. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile and/or by email (in .pdf format), and any such signature shall have the same legal effect as an original page.

14. Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts without regard to the conflict of laws rules thereof, and shall take effect as if executed and performed in the Commonwealth of Massachusetts.

15. Arbitration. The parties agree that if any controversy or claim arising out of or relating to this Agreement or the breach of any term hereof cannot be settled through direct discussions for a period of 30 days, the parties agree, then, upon notice duly served, that the controversy or claim shall be resolved by binding and final arbitration administered by JAMS or its successor ("JAMS"), at the Boston, MA office of JAMS or its successor, before a single neutral arbitrator appointed, in accordance with the streamlined arbitration rules and procedures, or subsequent versions thereof, including the optional appeal procedure (including the optional JAMS Rules, including, without limitation, the rule providing that each party will pay pro rata its share of JAMS fees and expenses and the rules providing for limited discovery and other exchange of information). The arbitrator shall follow the laws of the Commonwealth of Massachusetts and the Federal Rules of Evidence in adjudicating the matter and there shall be no award of punitive damages. The decision of the arbitrator shall be in writing and shall include a statement of the essential conclusions and findings upon which the decision is based. The JAMS Rules are available at WWW.JAMSADR.com. The parties agree that all arbitration proceedings shall be confidential and disclosed only to those with a need to know or as may be required by law or as may be required to enforce any arbitration proceedings or awards. Any controversy or claim or any portion thereof that may not be arbitrated pursuant to applicable state or federal law may be heard in a court of competent jurisdiction in the Commonwealth of Massachusetts and Licensee expressly submits and consents in advance to such jurisdiction in any action or proceeding and waives any objection it may now or hereafter have to venue or to convenience of forum.

16. Reservation of Rights. All rights not expressly granted herein are reserved by WORLD.

17. Additional Conditions. In order to ensure compliance with WORLD's obligations

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to its funders, Licensee agrees that by signing this Agreement, that Licensee shall not engage in violence, terrorism, bigotry or the destruction of any State, nor will it make sub-agreements to any entity that engages in these activities.

AGREED AND ACCEPTED AS OF THE EFFECTIVE DATE:

WGBH EDUCATIONAL FOUNDATION

By: _____

Susan L. Kantrowitz
Vice President & General Counsel

Date Signed: _____

6/20/14

LICENSEE

By: _____

Name: _____

Paul King

Title: _____

Dir. of Programming

Date Signed: _____

6/13/14

Please return completed License Agreement to Randi Francis at APT.
(55 Summer Street, Boston, MA 02110, Randi_Francis@APTonline.org). Thank you.