

ABC NewsOne License Agreement

The following shall constitute the agreement (the "**Agreement**") between American Broadcasting Companies, Inc. ("**ABC**") (on behalf of ABC News) and Drewry Communications Group ("**Broadcaster**"), licensee and/or operator of KXXV, Waco, TX ("**Station**"), for the sharing and licensing of certain television broadcast news programming through ABC NewsOne ("**NewsOne**").

RECITALS

- A. ABC owns, operates, and manages NewsOne, a television news sharing operation which receives audio and video news content from **ABC News, Participating Stations and Other NewsOne Clients**. NewsOne, in turn, makes that content available for use by ABC, ABC News, Participating Stations, and Other NewsOne Clients in accord with this Agreement.
- B. This Agreement contains (a) the terms and conditions by which Broadcaster agrees to furnish and license television news content to NewsOne for use by ABC, NewsOne, Participating Stations, and Other NewsOne Clients, and (b) the terms and conditions by which ABC and NewsOne agree to furnish and license television news content to Broadcaster, the Station, Participating Stations, and Other NewsOne Clients.

NOW THEREFORE, in consideration of the mutual promises herein, it is agreed as follows:

1. DEFINITIONS

- A) "**ABC News Supplied Material**" means video and audio news, sports, features, and other news and information content that is provided to NewsOne by ABC News, including, but not limited to, raw video (no reporter or anchor appearance), packaged reports, footage excerpts, and live news coverage, which may include information, scripts, supers, locators, freeze frame photos, and other pertinent material information that is reasonably requested by Broadcaster.
- B) "**ABC News**" means a division of ABC that gathers and reports news and other information Content.
- C) "**ABC Owned Stations**" means the television broadcast stations owned by ABC.
- D) "**Additional For-Fee Local Platforms**" means a) a channel of Station or a Participating Station (as the case may be) that is not affiliated with the ABC Television Network (e.g., a multi-cast channel) licensed for broadcast within the Station's (or if applicable, Participating Station's) DMA; b) a television broadcast station not affiliated with the ABC Television Network that is owned by or under common ownership with Broadcaster (or if applicable, Participating Station) and that is licensed to a community within the Station's (or if applicable, Participating

Station's) DMA; c) a television broadcast station or its website, that is not affiliated with the ABC Television Network and that is licensed to a community within the Station's (or if applicable, Participating Station's) DMA for which Broadcaster provides news or public affairs programming pursuant to a Local Marketing, Time Brokerage, Joint Sales, or Shared Services Agreement or other licensing agreement; or d) a cable or satellite channel for which Broadcaster (or if applicable, Participating Station) provides news or public affairs programming to subscribers within the Station's (or if applicable, Participating Station's) DMA but not outside that DMA. In each case, the Additional For-Fee Platform must be directed to viewers within the Station's (or if applicable, Participating Station's) Local Market.

- E) **"Affiliate" or "Affiliated Station"** means a television station with a channel affiliated with the ABC Television Network, but not owned by ABC.
- F) **"Association"** means the ABC Television Network Affiliates Association, Inc.
- G) **"Board of Governors"** means the Board of Governors of the ABC Television Affiliates Association, Inc.
- H) **"Digital Platform(s)"** means the public Internet, website(s), web page(s), app(s), digital channels, digital feeds, display areas, on-line video delivery services, over-the-top service(s), and other platforms and services that deliver content to viewers by means of the public Internet.
- I) **"Local Market"** means the Station's or a Participating Station's (as the case may be) Designated Market Area ("DMA"), as defined by A. C. Nielsen, and other areas in which the Station or Participating Station (as the case may be) is authorized by ABC to transmit or authorize the retransmission of Network programming pursuant to the Station's or Participating Station's (as the case may be) ABC Network Affiliation Agreement.
- J) **"MVPDs"** means multichannel video program distributors, such as cable television companies, satellite companies, telephone companies, microwave companies, SMATV's, and other distributors of multiple channels of television programming.
- K) **"Network"** means the ABC Television Network.
- L) **"NewsOne Supplied Material"** means video and audio news, sports, features, and other news and information content that is provided by NewsOne to ABC News, Broadcaster, Participating Stations, and Other NewsOne Clients, including, but not limited to, packaged reports, footage excerpts, and live news coverage, which may include information, scripts, supers, locators, freeze frame photos, and other pertinent material information that is reasonably requested by ABC News, Broadcaster, Participating Stations, or any Other NewsOne Client.
- M) **"Other NewsOne Clients"** means news or information companies or services other than ABC News, ABC Owned Stations, and Participating Stations that receive materials from NewsOne including Station Supplied Material pursuant to an agreement with NewsOne.

- N) **"Other NewsOne Client Supplied Material"** means video and audio news, sports, features, and other news and information content that is provided to NewsOne by Other NewsOne Clients, including, but not limited to, raw video (no reporter or anchor appearance), packaged reports, footage excerpts, and live news coverage, which may include information, scripts, supers, locators, freeze frame photos, and other pertinent material and information that is reasonably requested by Broadcaster.
- O) **"Owned"** means controlled by or under common control with Broadcaster, Participating Station or ABC as the case may be.
- P) **"Participating Stations"** means ABC Owned Stations and Affiliated Stations and other stations as per Paragraph 5(B), infra, that are owned by an entity that is a signatory to this NewsOne Agreement.
- Q) **"Participating Station Supplied Material"** means video and audio news, sports, features, and news and information content that is provided to NewsOne by a Participating Station, including, but not limited to, packaged reports, footage excerpts, and live news coverage, which may include information, scripts, supers, locators, freeze frame photos, and other pertinent material information that is reasonably requested by ABC News, NewsOne, another Participating Station, or an Other NewsOne Client.
- R) **"Repurposed"** means, in the case of Station or Participating Station, that the Content has been or is simultaneously broadcast on the Station's or Participating Station's (as the case may be) ABC Affiliated Channel, and in the case of ABC, that the Content has been or is simultaneously being disseminated for broadcast on the ABC Television Network.
- S) **"Station's ABC Affiliated Channel"** means the Station's (or if applicable, Participating Station's) channel that is affiliated with the Network.
- T) **"Station Supplied Material"** means video and audio news, sports, features, and news and information that is provided to NewsOne by Station, including, but not limited to, raw video (no reporter or anchor appearance), packaged reports, footage excerpts, and live news coverage, which may include information, scripts, supers, locators, freeze frame photos, and other pertinent material information that is reasonably requested by ABC News, NewsOne, another Participating Station, or an Other NewsOne Client.

2. **SERVICES PROVIDED BY ABC NEWS AND NEWSONE**

- A) **SUPPLIED MATERIAL:** ABC agrees that ABC News will provide ABC News Supplied Material on a regular basis, seven (7) days a week, to NewsOne for non-exclusive use by NewsOne as provided for herein.
- B) **DELIVERY:** ABC agrees that NewsOne will deliver NewsOne Supplied Material on a regular basis, seven (7) days a week, to the Station for its use as provided for herein.

- c) **OPERATING COSTS:** ABC shall be solely responsible for (i) all costs incurred in obtaining, preparing, and producing the ABC News Supplied Material and in supplying such material to NewsOne; (ii) the operating costs of NewsOne, including costs incurred in the operation of its facilities, and compensation payable to employees and contractors of ABC and NewsOne; (iii) all satellite transponder time, fiber connection time, and/or other costs incurred in uplinking NewsOne Supplied Material to a satellite transponder or, at ABC's sole discretion, delivering it to a server or other platform from which it may be downloaded or accessed by Station; and (iv) all satellite transponder time, fiber connection time, and/or other non-personnel and non-equipment costs incurred in uplinking Station Supplied Material to a transponder, server, or other platform from which it may be downloaded or accessed by NewsOne, except that where the request for the particular Station Supplied Material comes from a Participating Station or an Other NewsOne Client, then that Participating Station or that Other NewsOne Client shall be responsible for such uplink costs. In addition, ABC may, in its sole discretion, pay for and provide Broadcaster with equipment ("**ABC Equipment**"), at ABC's cost, with which to downlink or access the NewsOne material (e.g., by satellite dish or by replacement technology).

3. **SERVICES PROVIDED BY BROADCASTER**

- A) **SUPPLIED MATERIAL:** Broadcaster agrees to provide Station Supplied Material to NewsOne on a regular basis for non-exclusive use by NewsOne as provided herein.
- B) **OPERATING COSTS:** Broadcaster shall be solely responsible for (i) all costs incurred by the Station in obtaining, preparing, and producing Station Supplied Material; (ii) all compensation payable to Broadcaster's employees, including, without limitation, compensation for all services rendered by such employees in the production of Station Supplied Material, and compensation that may be payable to such employees as a result of the transmission to, or use by, NewsOne of any such Station Supplied Material provided to NewsOne, the ABC Owned Stations, Affiliates, or Other NewsOne Clients in accordance with the terms of this Agreement; and (iii) all operating costs incurred in downloading, accessing, and/or storing material provided by NewsOne (unless ABC, in its sole discretion, provides such equipment); except that, with respect to the collection, preparation, and delivery of certain material that the Station would not have collected or prepared had NewsOne not specifically requested its collection or preparation, NewsOne will assume and pay the reasonable incremental documented Station employee compensation and all other documented costs of such collection, preparation, transmission, and delivery, provided that NewsOne has provided express prior written approval of all such incremental costs.

4. **RETENTION OF RIGHTS**

ABC and Broadcaster agree that each retains all copyrights and all other rights to the Content supplied by it to NewsOne pursuant to this Agreement, subject to such licenses and rights expressly granted herein to the other and to NewsOne.

5. **PARTICIPATION BY ABC OWNED STATIONS AND PERMISSIBLE USES OF NEWSONE SUPPLIED MATERIAL BY STATIONS NOT AFFILIATED WITH ABC**

- A) **OWNED STATION PARTICIPATION:** ABC hereby agrees that each of the ABC Owned Stations is, or will become, a Participating Station.
- B) **NETWORK AFFILIATION:** Participating Stations shall be limited to Affiliated Stations except, notwithstanding anything herein to the contrary, if the Affiliated Station in a given DMA declines the opportunity to become a NewsOne Participating Station or if the DMA does not have a station affiliated with the Network, then NewsOne may enter into an Agreement with another broadcast station serving that DMA to become a Participating Station in NewsOne, and the usage of NewsOne Supplied Material by such station shall be subject to all of the terms and usage restrictions contained herein that apply to Participating Stations that are affiliated with the Network.

6. **BROADCASTER'S PERMISSIBLE USES OF NEWSONE SUPPLIED MATERIAL:**

ABC hereby grants to Broadcaster a non-exclusive license and/or sublicense, in perpetuity, to record, use, broadcast, transmit, retransmit, distribute, and to authorize the recordation, use, broadcast, transmission, and retransmission of NewsOne Supplied Material, provided to Station by NewsOne, free and without the payment of any fee in the following manner, except as otherwise restricted herein:¹

- A) **USE ON THE STATION'S ABC AFFILIATED CHANNEL AND OVER THE AIR MOBILE CHANNEL:** NewsOne Supplied Material may be used by Broadcaster without restriction in news or public affairs programs and reports, and promotions for such programming, produced by the Station and broadcast over the air on the Station's ABC Affiliated Channel. Broadcaster may simulcast the Station's ABC Affiliated Channel live on another over-the-air broadcast channel that is licensed to the Station and branded to the Station's ABC Affiliated Channel for reception by mobile receiving devices within the Station's Local Market. Broadcaster may also give retransmission consent (including program video on demand, program look back, and program startover rights) to MVPDs for retransmission of the Station's ABC Affiliated Channel's broadcast to viewers located within the

¹ **Note of Explanation:** Affiliates who have signed a new ABC Television Network Affiliation Agreement ("Affiliation Agreement") with an effective date of August 1, 2009, or thereafter and who opt into this NewsOne Agreement in lieu of their existing NewsOne Agreement will not be required, effective July 1, 2011, to pay a NewsOne fee for the basic NewsOne service from the effective date of their opting in, notwithstanding any provisions to the contrary in their Affiliation Agreement or existing NewsOne Agreement. Affiliates whose ABC Affiliation Agreements were entered into effective August 1, 2009, or thereafter and who paid NewsOne fees on July 1, 2011, or thereafter, will receive a refund of those payments from ABC which shall be, at ABC's discretion, in the form of either a rebate payment or a credit toward affiliation agreement fees. All Affiliates who are operating under an Affiliation Agreement with an effective starting date prior to August 1, 2009, may immediately opt into this new NewsOne License Agreement, in lieu of their existing NewsOne Agreement, and shall benefit from the terms of this NewsOne License Agreement, but they will be required to continue to pay any NewsOne fees required under their existing NewsOne Agreement and/or existing Affiliation Agreement until they enter into a new Affiliation Agreement.

Station's Local Market with respect to any NewsOne Supplied Material contained therein.

- B) **USE ON THE STATION'S AFFILIATED CHANNEL'S BRANDED DIGITAL PLATFORMS:** NewsOne Supplied Material may be used, posted and/or streamed live or on-demand, in whole or in part, in stand-alone form or incorporated within other news or public affairs programs and reports, and promotions for such programming, on the Station's ABC Affiliated Channel's Branded Digital Platforms (as defined in Section 6(B)(3) below), if the website(s), app(s), page(s), channel(s), feed(s), and other digitally distributed display area(s) of the Digital Platform are primarily directed to viewers in the Station's Local Market and are primarily intended to serve that Local Market, rather than a national or international market, subject to the following conditions:
- 1) **USE ON BRANDED WEBSITES, APPS, OR SIMILAR DIGITALLY DISTRIBUTED SERVICES OWNED AND OPERATED BY OR ON BEHALF OF BROADCASTER:** NewsOne Supplied Material may be used, posted or streamed live or on-demand on the Station's ABC Affiliated Channel's Branded websites, apps, or similar digitally distributed services that are both owned by and operated by or on behalf of Broadcaster without regard to whether the NewsOne Supplied Material has been previously or is being simultaneously broadcast on the Station's ABC Affiliated Channel.
 - 2) **USE ON BRANDED DIGITAL PAGES, CHANNELS, FEEDS, AND OTHER DISPLAY AREAS OPERATED BY OR ON BEHALF OF BROADCASTER ON DIGITAL PLATFORMS NOT OWNED BY BROADCASTER:** NewsOne Supplied Material may be used, posted or streamed live or on-demand on the Station's ABC Affiliated Channel's digital pages, channels, feeds, and other display areas (e.g., the Station's Facebook page, YouTube channel, or Twitter feed) of Digital Platforms that the Station does not own if (i) the page, channel, feed, or display area is Branded to the Station's ABC Affiliated Channel, (ii) the Station operates, *i.e.*, controls, the editorial content on the page, channel, feed, or display area, and (iii) the NewsOne Supplied Material has previously been or is simultaneously being broadcast on the Station's ABC Affiliated Channel.
 - 3) **BRANDED.** For the purposes of this Section 6(B), "**Branded**" means the Digital Platform, page, channel, feed or display area, as the case may be, bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to the Station's ABC Affiliated Channel, the Station's ABC Affiliated Channel's other identifying branding, or the Station's ABC Affiliated Channel's programming.
 - 4) **UNLESS STREAMED LIVE AND SIMULTANEOUSLY WITH THE BROADCAST, BROADCASTER MUST USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE A LINK BACK ATTRIBUTION IN DIGITAL PLATFORMS:** With regard to any NewsOne Supplied Material that is posted to Broadcaster's Digital Platforms pursuant to Sections 6(B)(1) or (2) above, unless streamed live and simultaneously

with its Broadcast, Broadcaster shall, where commercially reasonable and technically feasible, provide a link back for attribution as follows:

- (a) **ABC NEWS SUPPLIED MATERIAL:** The Station shall post the following, or substantially similar, visual legend for ABC News Supplied Material: "*For more, click: abcnews.com,*" beside, above, or below the program or report, and a click of the legend must enable the user to automatically connect to *abcnews.com*.
 - (b) **PARTICIPATING STATIONS' SUPPLIED MATERIAL:** The Station shall post the following, or substantially similar, visual legend for Participating Stations' Supplied Material: "*For more, click [the website of the Participating Station that supplied the material]*" beside, above, or below the program or report and a click must enable the user to automatically connect to the website of the Participating Station that supplied the material.
 - (c) **OTHER NEWSONE CLIENT SUPPLIED MATERIAL:** The Station shall post the following, or substantially similar, visual legend for material supplied by Other NewsOne Clients: "*For more, click [the website of the Other NewsOne Client that supplied the material,]*" beside, above, or below the program or report and a click must enable the user to automatically connect to the website of the Other NewsOne Client that supplied the material.
 - (d) **NEWSONE MATERIAL SUPPLIED BY MULTIPLE SOURCES:** If the video program or report contains material supplied from multiple sources (*i.e.*, ABC News, Participating Station(s), or Other NewsOne Clients), then the Station's link back obligation requires a link back only to the source from which the greatest amount of such material is taken for the program or report.
- C) **USE IN REPURPOSED AND BRANDED PROGRAMS AND REPORTS ON OTHER LOCAL VIDEO PLATFORMS:** News or public affairs whole programs or individual reports (*i.e.*, pieces or stories) that have been produced by the Station, that contain NewsOne Supplied Material and that are being or have been previously broadcast on the Station's ABC Affiliated Channel, may be simultaneously distributed or subsequently redistributed in full, unedited original form, directly by Broadcaster or via any other party under license from Broadcaster, on any video platform primarily directed to the Station's Local Market, rather than a national or international market, so long as (1) the NewsOne Supplied Material does not exceed twenty-five percent (25%) of the duration of the program or report and (2) the program or report bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to the Station's ABC Affiliated Channel or the Station's ABC Affiliated Channel's other identifying branding. If such other video platform is a Digital Platform, unless streamed live and simultaneously with its broadcast, Broadcaster must comply with the link back requirements in Section 6(B)(4) above.

- D) **USE OF AUDIO PORTION ON LOCAL RADIO OR AUDIO-ONLY DIGITAL PLATFORMS:** The audio portion of news or public affairs whole programs or individual reports (i.e., pieces or stories) that have been produced by the Station, that contain NewsOne Supplied Material and that are being or have been previously broadcast on the Station's ABC Affiliated Channel, may be simultaneously distributed or subsequently redistributed in full, unedited audio-only form, directly by Broadcaster or via any other party under license from Broadcaster, on any radio station licensed to Station's Local Market or any other audio platform primarily directed to the Station's Local Market, rather than a national or international market, so long as the program or report bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to the Station's ABC Affiliated Channel or the Station's ABC Affiliated Channel's other identifying branding. For purposes of this Section 6(D), "Branding" means the radio stations and audio only digital platform's programs or reports bear, in a manner clear and conspicuous to the listener, a branding or co-branding to the Station's ABC Affiliated Channel, the Station's ABC Affiliated Channel's other identifying branding on the Station's ABC Affiliated Channel's programming.
- E) **OTHER USES REQUIRE CONSENT OF ABC:** All other uses of NewsOne Supplied Material by Broadcaster and uses on all other platforms not specified in Section 6(A), (B), (C), and (D) directly above require written consent of ABC. If the use is permitted under Section 7 below, ABC hereby consents to such use(s) upon agreement to the conditions and payment of the fee(s) specified in Section 7 below.
- F) **ADDITIONAL OR FEWER RESTRICTIONS:** Notwithstanding the above, ABC, Participating Stations, and Other NewsOne Clients may, from time to time, expressly designate particular ABC News Supplied Material, Participating Station Supplied Material, or Other NewsOne Client Supplied Material that each provides to NewsOne as being available for use either (1) without some or all of the restrictions above; or (2) with additional or fewer restrictions beyond those listed above, not otherwise inconsistent with the spirit and purpose of this Agreement. Broadcaster shall comply with any such additional or fewer restrictions expressly communicated by written and/or electronic notice to the Broadcaster pursuant to Section 25 below.

7. **BROADCASTER'S AND PARTICIPATING STATIONS' ADDITIONAL PERMISSIBLE USE(S) ON ADDITIONAL LOCAL PLATFORMS OF NEWSONE SUPPLIED MATERIAL UPON PAYMENT OF FEE(S).**

Pursuant to the terms and conditions set forth in, and upon payment of the fee(s) specified in, Exhibit A to this Agreement, ABC hereby grants to Broadcaster and each Participating Station a non-exclusive license and/or sublicense, in perpetuity, to record, use, broadcast, distribute, and to authorize the recordation, use, broadcast, transmission, and retransmission of NewsOne Supplied Material, in news and public affairs programs and reports, and promotions for such programming on those Broadcaster's and Participating Stations' Additional For-Fee Local Platforms specifically enumerated on Exhibit A. Station or a Participating Station may add one or more Additional For-Fee Local Platform(s) for use under this Section 7 upon at least thirty (30) days written notice to NewsOne. Such written notice must describe the Additional For-Fee Local Platform. ABC's review of and consent to such proposed use shall be based solely on whether the proposed use satisfies the criteria set forward in Exhibit A, and

consent shall not be unreasonably withheld. Upon thirty (30) days' written notice to NewsOne, Station or Participating Station may end any Additional For-Fee Local Platform usage, and it will have no further obligation to make payments beyond the last week of such use.

8. **ABC'S PERMISSIBLE USES OF STATION SUPPLIED MATERIAL FROM NEWSONE FREE AND WITHOUT PAYMENT OF A FEE.**

Broadcaster hereby grants to ABC a non-exclusive license and/or sublicense, in perpetuity, to record, use, broadcast, distribute, and to authorize the recordation, use, broadcast, transmission, and retransmission of the Station Supplied Material provided to NewsOne, free and without payment of a fee, in the following manner, except as otherwise restricted herein:

- A) **USE IN ABC TELEVISION NETWORK PROGRAMMING BROADCAST BY ITS AFFILIATED STATIONS:** Station Supplied Material may be used without restriction in news or public affairs programs and reports, and promotions for such programming, produced by ABC News for distribution over the Network to its Affiliated Stations for their broadcast on their ABC Affiliated Channel in their respective markets. Whether or not they are Participating Stations in NewsOne, ABC may authorize its Affiliates to broadcast ABC Television Network programming containing Station Supplied Material pursuant to this paragraph on their Affiliated Channel and to give retransmission consent (including program video on demand, program look back, and program start-over rights) to MVPDs for retransmission of the Affiliate's ABC Affiliated Channel's network programming to viewers located within the Affiliate's Local Market with respect to the Station Supplied Material.
- B) **USE ON THE ABC NETWORK'S AND ABC NEWS' BRANDED DIGITAL PLATFORMS:** Station Supplied Material may be used, posted or streamed live or on-demand, in whole or in part, in stand-alone form or incorporated within other news or public affairs programs and reports, and promotions for such programming, on the ABC Network's and/or ABC News' Branded Digital Platforms (as defined in Section 8(B)(3) below) if the website(s), app(s), page(s), channel(s), feed(s) and other digitally distributed display area(s) of the Digital Platform are primarily directed to national or international market viewers and are primarily intended to serve the national and/or an international market, rather than a specific local market, subject to the following conditions:
 - 1) **USE ON BRANDED WEBSITES, APPS, OR SIMILAR DIGITALLY DISTRIBUTED SERVICES OWNED AND OPERATED BY ABC:** Station Supplied Material may be used, posted or streamed live or on-demand on ABC's and/or ABC News' Branded websites, apps, or similar digitally distributed services that are owned and operated by ABC without regard to whether the Station Supplied Material has been previously or is being simultaneously broadcast on the Network.

- 2) **USE ON BRANDED DIGITAL PAGES, CHANNELS, FEEDS, AND OTHER DISPLAY AREAS OPERATED BY ABC ON DIGITAL PLATFORMS NOT OWNED BY ABC:** Station Supplied Material may be used, posted, or streamed live or on-demand on ABC's or ABC News' digital pages, channels, feeds, and other display areas (e.g., an ABC News Facebook page, YouTube channel, or Twitter feed) of Digital Platforms that ABC does not own if (i) the page, feed, or display area is Branded to ABC or ABC News, (ii) ABC operates, *i.e.*, controls, the editorial content on the page, channel, feed, or display area, and (iii) the Station Supplied Material has been or is simultaneously being broadcast either by ABC News in a news or information program or report on the ABC Television Network or by an ABC Owned Station in a news or information program or report on that Station's Affiliated Channel.
 - 3) **BRANDED.** For the purposes of this Section 8(B), "**Branded**" means the digital platform, page, channel, feed or display area, as the case may be, bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to ABC, ABC News, or to their other identifying branding or programming.
 - 4) **UNLESS STREAMED LIVE AND SIMULTANEOUSLY WITH THE BROADCAST, ABC MUST USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE A LINK BACK ATTRIBUTION IN THE NETWORK'S AND ABC NEWS' DIGITAL PLATFORMS:** With regard to Station Supplied Material that is posted to ABC's Branded websites, apps, pages, feeds, or display areas on ABC's Digital Platforms pursuant to Section 8(B)(1) or (2) above, unless streamed live and simultaneously with its ABC Television Network broadcast, ABC shall, where commercially reasonable and technically feasible, provide a link back for attribution as follows, unless the program or report is streamed live and simultaneously with the broadcast:
 - (a) **STATION SUPPLIED MATERIAL:** ABC shall post the following, or substantially similar, visual legend for Station Supplied Material: "*For more, click [the website of the Station that supplied the material]*" beside, above, or below the program or report and a click of the legend must enable the user to automatically connect to the Station's website.
 - (b) **MULTIPLE SOURCES:** If the video program or report contains material supplied from multiple sources (*i.e.*, Station, Participating Stations, or Other NewsOne Clients), then ABC's link back obligation requires a link back only to the source from which the greatest amount of such material is taken for the program or report.
- C) **USE IN REPURPOSED AND BRANDED PROGRAMS AND REPORTS ON OTHER NATIONAL OR INTERNATIONAL VIDEO PLATFORMS:** News or public affairs whole programs or individual reports (*i.e.*, pieces or stories) that have been produced by ABC News, that contain Station Supplied Material, and that are being or have been previously broadcast on the Station's ABC Affiliated Channel may be simultaneously distributed or subsequently redistributed in full,

unedited original form, directly by ABC or by any other party under license from ABC, on any video platform primarily directed to a national or international, rather than local, market, so long as (1) the Station Supplied Material does not exceed (in the aggregate from all Affiliates) twenty-five percent (25%) of the duration of the program or report and (2) the program or report bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to ABC or ABC News or to their other identifying branding or programming. If such other platform is a Digital Platform, unless streamed live and simultaneously with its broadcast on the ABC Television Network, ABC must comply with the link back requirements in Section 8(B)(4) above.

D) **USE OF AUDIO PORTION ON RADIO OR AUDIO-ONLY DIGITAL PLATFORMS:** The audio portion of NewsOne Supplied Material may be used, in whole or in part, without regard to whether it is simultaneously broadcast or has been previously broadcast on the ABC Television Network, in news or public affairs programs and reports and promotions for such programming, on owned and non-owned radio stations or audio-only digital platforms and without regard to whether the radio stations or audio-only programs or reports are branded to ABC or ABC News and without regard to whether the radio stations or audio-only digital platforms are primarily directed to a national or international market.

E) **ADDITIONAL OR FEWER RESTRICTIONS:** Notwithstanding the above, Broadcaster or the Station may, from time to time, expressly designate particular Station Supplied Material as being available for use either (1) without some or all of the restrictions above; or (2) with additional or fewer restrictions beyond those listed above, not otherwise inconsistent with the spirit and purpose of this Agreement. ABC, the Network, ABC News, and NewsOne shall comply with any such provisions or additional or fewer restrictions expressly communicated by written and/or electronic notice by the Station pursuant to Section 25 below.

9. **OTHER USES BY ABC OR ABC NEWS OF STATION SUPPLIED MATERIAL FROM NEWSONE REQUIRE THE CONSENT OF BROADCASTER.**

Uses by ABC or ABC News of Station Supplied Material other than the specific uses described and authorized in Section 8 (A), (B), (C), and (D) require the express written consent of Broadcaster.

10. **PARTICIPATING STATION'S PERMISSIBLE USES OF STATION SUPPLIED MATERIAL FROM NEWSONE FREE AND WITHOUT PAYMENT OF A FEE²**

Broadcaster hereby grants to each Participating Station a non-exclusive license and/or sublicense, in perpetuity, to record, use, broadcast, transmit, retransmit, distribute, and to authorize the recordation, use, broadcast, transmission, and retransmission of Station Supplied Material, provided to a Participating Station by NewsOne free and without the payment of any fee, except as otherwise restricted herein:

² **Note of Explanation:** The restrictions in this Section 10 on the use of Station Supplied Material by Participating Stations are consistent in purpose with the restrictions in Section 8 for use by ABC of Station Supplied Material, except, for example, the "branding" in this Section 10 is to the Participating Station (rather than ABC) and the news and public programs and reports in which the material is used must be primarily directed to viewers in the Participating Station's Local Market, rather than a national or international market.

- A) **USE ON PARTICIPATING STATION'S ABC AFFILIATED CHANNEL AND OVER THE AIR MOBILE CHANNEL:** Station Supplied Material may be used by each Participating Station without restriction in news or public affairs programs and reports, and promotions for such programming, produced by the Participating Station and broadcast over the air on its ABC Affiliated Channel. Each Participating Station may simulcast the Station's ABC Affiliated Channel live on another over-the-air broadcast channel that is licensed to the Participating Station and branded to the Participating Station's ABC Affiliated Channel for reception by mobile receiving devices within the Participating Station's Local Market, and may also give retransmission consent (including program video on demand, program look back, and program start-over rights) to MVPDs for retransmission of the Participating Station's ABC Affiliated Channel's broadcast to viewers located within the Participating Station's Local Market with respect to any Station Supplied Material contained therein.
- B) **USE ON THE PARTICIPATING STATION'S AFFILIATED CHANNEL'S BRANDED DIGITAL PLATFORMS:** Station Supplied Material may be used, posted and/or streamed live or on-demand, in whole or in part, in stand-alone form or incorporated within other news or public affairs programs and reports, and promotions for such programming on the Participating Station's ABC Affiliated Channel's Branded Digital Platforms (as defined in Section 10(B)(3) below), if the website(s), app(s), page(s), channel(s), feed(s) and other digitally distributed display area(s) of the Digital Platform are primarily directed to viewers in the Participating Station's Local Market and are primarily intended to serve that Local Market, rather than a national or international market, subject to the following conditions:
- 1) **USE ON BRANDED WEBSITES, APPS, OR SIMILAR DIGITALLY DISTRIBUTED SERVICES OWNED AND OPERATED BY OR ON BEHALF OF PARTICIPATING STATION:** Station Supplied Material may be used, posted or streamed live or on-demand on the Participating Station's ABC Affiliated Channel's Branded websites, apps or similar digitally distributed services, that are both owned by and operated by or on behalf of the Participating Station (e.g., the Participating Station's website and apps) without regard to whether the Station Supplied Material has been previously or is being simultaneously broadcast on the Participating Station's ABC Affiliated Channel.
 - 2) **USE ON BRANDED DIGITAL PAGES, CHANNELS, FEEDS, AND OTHER DISPLAY AREAS OPERATED BY OR ON BEHALF OF PARTICIPATING STATION ON DIGITAL PLATFORMS NOT OWNED BY PARTICIPATING STATION:** Station Supplied Material may be used, posted or streamed live or on-demand on the Participating Station's ABC Affiliated Channel's digital pages, channels, feeds, and other display areas (e.g., the Participating Station's Facebook page, YouTube channel, or Twitter feed) of Digital Platforms that the Participating Station does not own if (i) the page, channel, feed, or display area is Branded to the Participating Station's ABC Affiliated Channel, (ii) the Participating Station operates, i.e., controls, the editorial content on the page, channel, feed, or display area, and (iii) the NewsOne Supplied Material has previously

been or is simultaneously being broadcast on the Participating Station's ABC Affiliated Channel.

- 3) **BRANDED.** For the purposes of this Section 10(B), "Branded" means the Digital Platform, page, channel, feed or display area, as the case may be, bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to the Participating Station's ABC Affiliated Channel, the Participating Station's ABC Affiliated Channel's other identifying branding, or the Participating Station's ABC Affiliated Channel's programming.
 - 4) **UNLESS STREAMED LIVE AND SIMULTANEOUSLY WITH THE BROADCAST, BROADCASTER MUST USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE A LINK BACK ATTRIBUTION IN DIGITAL PLATFORMS:** With regard to any NewsOne Supplied Material that is posted to a Participating Station's Digital Platforms pursuant to Section 10(B)(1) and (2) above, unless streamed live and simultaneously with its Broadcast, Participating Station shall, where commercially reasonable and technically feasible, provide a link back for attribution as follows:
 - (a) **STATION SUPPLIED MATERIAL:** The Participating Station shall post the following, or substantially similar, visual legend for Station Supplied Material: "*For more, click: [the website of the Broadcaster's Station that supplied the material]*" beside, above, or below the program or report, and a click of the legend must enable the user to automatically connect to the Station's website.
 - (b) **MULTIPLE SOURCES:** If the video program or report contains material supplied from multiple sources (*i.e.*, ABC News, the Station, or Other NewsOne Clients), then the Participating Station's link back obligation requires a link back only to the source from which the greatest amount of such material is taken for the program or report.
- C) **USE IN REPURPOSED AND BRANDED PROGRAMS AND REPORTS ON OTHER LOCAL VIDEO PLATFORMS:** News or public affairs whole programs or individual reports (*i.e.*, pieces or stories) that have been produced by the Participating Station, that contain Station Supplied Material and that are being or have been previously broadcast on the Participating Station's ABC Affiliated Channel, may be simultaneously distributed or subsequently redistributed in full, unedited original form, directly by Participating Station or via any other party under license from Broadcaster, on any video platform primarily directed to the Participating Station's Local Market, rather than a national or international market, so long as (1) the Station Supplied Material does not exceed twenty-five percent (25%) of the duration of the program or report and (2) the program or report bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to the Participating Station's ABC Affiliated Channel or the Participating Station's ABC Affiliated Channel's other identifying branding. If such other video platform is a Digital Platform, unless streamed live with its broadcast, the Participating Station must comply with the link back requirements in Section 10(B)(4) above.

- D) **USE OF AUDIO PORTION ON LOCAL RADIO OR AUDIO-ONLY DIGITAL PLATFORMS:** The audio portion of news or public affairs whole programs or individual reports (i.e., pieces or stories) that have been produced by the Participating Station, that contain Station Supplied Material and that are being or have been previously broadcast on the Participating Station's ABC Affiliated Channel, may be simultaneously distributed or subsequently redistributed in full, unedited audio-only form, directly by Participating Station or via any other party under license from Participating Station, on any radio station licensed to Participating Station's Local Market or any other audio platform primarily directed to the Participating Station's Local Market, rather than a national or international market, so long as the program or report bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to the Participating Station's ABC Affiliated Channel or the Participating Station's ABC Affiliated Channel's other identifying branding. For purposes of this Section 6(D), "Branding" means the radio stations and audio only digital platform's programs or reports bear, in a manner clear and conspicuous to the listener, a branding or co-branding to the Participating Station's ABC Affiliated Channel, the Participating Station's ABC Affiliated Channel's other identifying branding on the Participating Station's ABC Affiliated Channel's programming.
- E) **OTHER USES REQUIRE CONSENT OF BROADCASTER:** All other uses of Station Supplied Material by Participating Station and uses on all other platforms not specified in Section 7 and in 10(A), (B), (C), and (D) directly above require written consent of Broadcaster. If the use is permitted under Section 7 above, Broadcaster hereby consents to such use(s) upon agreement to the conditions and payment to NewsOne of the fee(s) specified in Section 7 above.
- F) **ADDITIONAL OR FEWER RESTRICTIONS:** Notwithstanding the above, Broadcaster may, from time to time, expressly designate its Station Supplied Material as being available for use either (1) without some or all of the restrictions above; or (2) with additional or fewer restrictions beyond those listed above, not otherwise inconsistent with the spirit and purpose of this Agreement. Participating Station shall comply with any such additional or fewer restrictions expressly communicated by written and/or electronic notice by Broadcaster pursuant to Section 25 below.

11. **NEWSONE'S PERMISSIBLE DISTRIBUTION OF STATION SUPPLIED MATERIAL TO OTHER NEWSONE CLIENTS**

- A) **PERMISSIBLE USES:** In addition to the distribution and uses set forth above, Broadcaster authorizes ABC NewsOne to provide Station Supplied Material, either on a cash basis or in exchange for news and informational materials, as part of a NewsOne package to Other NewsOne Clients for their use, subject to the restrictions contained herein;

- 1) **DISTRIBUTION PRIMARILY FOR FOREIGN (NON-U.S.) MARKETS:** NewsOne may provide Station Supplied Material as part of a NewsOne package to Other NewsOne Foreign Clients for distribution over platforms, channels, or services entirely or primarily intended for a foreign (*i.e.*, non-U.S.) audience, even if that platform, channel, or service is also accessible to viewers or users within the U.S. by means of the Internet, cable, satellite, or other form of distribution; provided, however, that in any such distribution within the U.S. by means of U.S. broadcast stations, Station Supplied Material may be no more than incidental and occasional to the program or report distributed.

- 2) **DISTRIBUTION PRIMARILY WITHIN THE UNITED STATES:** NewsOne may provide Station Supplied Material as part of a NewsOne package to Other NewsOne Domestic Clients for distribution over platforms, channels, or services entirely or primarily intended for a domestic (*i.e.*, U.S.) audience and to serve a national and/or international market rather than a specific local market, if:
 - (a) The Other NewsOne Client was among existing NewsOne Clients and the (i) specific platform(s) and (ii) nature and use by those NewsOne Clients on that platform(s), as set forth in a document dated October 1, 2013, which has been provided to and approved by the Association's Board of Governors, as of that time, was permitted, or
 - (b) The Other NewsOne Client and the specific platform(s) and specific nature of the use are approved in advance by the NewsOne Client Distribution Board ("**Client Distribution Board**" or "**Board**") pursuant to Section 11(B) directly below.

- B) **USE OF STATION SUPPLIED MATERIAL ON OTHER NEWSONE CLIENTS' BRANDED DIGITAL PLATFORMS:** If otherwise authorized for use by an Other NewsOne Client by this Section 11, Station Supplied Material may be used, posted or streamed live or on-demand by Other NewsOne Clients on their Branded websites, apps, or similar digitally distributed services in news or public affairs programs and reports, and promotions for such programming, that are primarily directed to national or international market viewers and that are primarily intended to serve the national and/or an international market, rather than a specific local market, subject to the following conditions:
 - 1) **USE ON BRANDED WEBSITES, APPS, OR SIMILAR DIGITALLY DISTRIBUTED SERVICES OWNED AND OPERATED BY AN OTHER NEWSONE CLIENT:** Station Supplied Material may be used, posted or streamed live or on-demand in both newly created and in Repurposed national/ international news and public affairs programs or reports, and promotions for such programming, on an Other NewsOne Client's Branded websites, apps or similar digitally distributed services that are owned and operated by the Other NewsOne Client without regard to whether the Station Supplied Material has been previously or is being simultaneously broadcast by the Other NewsOne Client.

- 2) **USE ON BRANDED DIGITAL PAGES, CHANNELS, FEEDS, AND OTHER DISPLAY AREAS OPERATED BY AN OTHER NEWSONE CLIENT ON DIGITAL PLATFORMS NOT OWNED BY THE OTHER NEWSONE CLIENT:** Station Supplied Material may be used, posted, or streamed live or on-demand in national/ international news and public affairs programs and reports, and promotions for such programming, on an Other NewsOne Client's digital pages, channels, feeds, and other display areas (e.g., its Facebook page, YouTube channel, or Twitter feed) of Digital Platforms that the Other NewsOne Client does not own if (i) the page, feed, or display area is Branded to the Other NewsOne Client, (ii) it operates, i.e., controls, the editorial content on the page, channel, feed, or display area, and (iii) the Station Supplied Material has been or is simultaneously being broadcast by the Other NewsOne Client in a news or information program or report.
- 3) **BRANDED.** For the purposes of this Section 11(B), "Branded" means the digital platform bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to the Other NewsOne Client, or to its other identifying branding or programming.
- 4) **UNLESS STREAMED LIVE AND SIMULTANEOUSLY WITH THE BROADCAST, THE OTHER NEWSONE CLIENT MUST USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE A LINK BACK ATTRIBUTION IN ITS DIGITAL PLATFORMS:** With regard to Station Supplied Material that is posted to an Other NewsOne Client's Branded websites, apps, pages, feeds, or display areas on its Digital Platforms, unless streamed live and simultaneously with its broadcast, the Other NewsOne Client shall, where commercially reasonable and technically feasible, provide a link back for attribution as follows, unless the program or report is streamed live and simultaneously with the broadcast:
- (a) **STATION SUPPLIED MATERIAL:** The Other NewsOne Client shall post the following, or substantially similar, visual legend for Station Supplied Material: "*For more, [click the website of Broadcaster's Station that supplied the material]*" beside, above, or below the program or report and a click of the legend must enable the user to automatically connect to the Station's website.
- (b) **MULTIPLE SOURCES:** If the video program or report contains material supplied from multiple sources (i.e., Station, Participating Stations, or Other NewsOne Clients), then the Other NewsOne Client's link back obligation requires a link back only to the source from which the greatest amount of such material is taken for the program or report.
- C) **NO SUBLICENSE TO OTHERS:** Notwithstanding anything herein, and for the avoidance of doubt, Other NewsOne Clients may not license, sublicense, or provide NewsOne Supplied Material to any other person or party or authorize the use of NewsOne Supplied Material by other person or party other than as provided in this Section 11 without the prior written consent of the Client

Distribution Board; provided, however, that Other NewsOne Foreign Clients may sublicense NewsOne Supplied Material to other foreign entities for distribution over platforms, channels, or services entirely or primarily intended for a foreign (i.e., non-U.S.) audience, even if that platform, channel, or service is also accessible to viewers or users within the U.S. by means of the Internet, cable, or satellite, or other form of distribution pursuant to Paragraph 11(A)(1), supra. .

D) **CLIENT DISTRIBUTION BOARD PRE-APPROVAL REQUIRED FOR DOMESTIC DISTRIBUTION BY OTHER NEWSONE DOMESTIC CLIENTS:** Pre-approval in writing by the Client Distribution Board (the "Board") is required for distribution by ABC NewsOne of Station Supplied Material by Other NewsOne Clients for distribution within the U.S. other than as provided in Section 11(A) and (B) above. The Board will be constituted and will operate as follows:

- 1) **CLIENT DISTRIBUTION BOARD COMPOSITION:** The Board shall be composed of two (2) representatives from and selected by ABC News, including at least one (1) representative from NewsOne (collectively, "ABC Representatives"), and three (3) representatives from Participating Stations that are affiliated with the ABC Television Network ("Affiliate Representatives");
- 2) **AFFILIATE REPRESENTATIVES SELECTION:** The Affiliate Representatives shall be selected by, and serve at the discretion of, the Board of Governors of the Association;
- 3) **CLIENT DISTRIBUTION BOARD PURPOSE:** The Client Distribution Board's sole purposes and functions shall be to consider and either approve (not otherwise inconsistent with restrictions placed on material supplied to NewsOne by the Station or Broadcaster that supplied the material) or reject proposals made by (i) NewsOne pursuant to Section 11(A) or (B) above for additional Other NewsOne Domestic Clients to whom NewsOne may provide Station Supplied Material as part of a NewsOne agreement and by (ii) Participating Stations for permission to grant consent to MVPDs for retransmission of their local news and/or public affairs programs containing NewsOne Supplied Material to counties and communities located outside the Participating Station's Local Market, but which are located in the same state as the Participating Station(s); provided however, approval is subject to the consent of the Affiliate in the affected counties and communities. With regard to approvals under subsection (i) above, the Client Distribution Board may place restrictions (not otherwise inconsistent with those placed on any Station Supplied Material supplied to NewsOne by Broadcaster) on the use of such Station Supplied Material by Other NewsOne Clients;
- 4) **APPROVAL PROCESS:** Upon receipt of a proposal and the proposed distribution agreement from NewsOne containing relevant proposed terms, fees, duration, and usage restrictions, a representative of NewsOne shall convene a conference call or in-person meeting of the Board to take place within five (5) business days of the date of receipt of the written notice that a conference call or in-person meeting of the Board has been scheduled, together with a copy of a proposed distribution agreement with the potential Other NewsOne Client. The NewsOne

representative shall explain the proposal to the Board during the conference call or meeting. Following the meeting, each Board member shall have five business days in which to cast a vote in favor of or against the proposal. If a Board member (or duly authorized representative) who participated in the consideration of the proposal does not cast a vote within five business days, that Board member's vote shall be recorded as a vote in favor of the proposal;

5) **APPROVAL VOTE:** To be approved, a proposal must receive the approval of (i) at least three (3) members of the Board and (ii) at least one of the ABC Representatives on the Board; and

6) **NON-LIABILITY OF MEMBERS OF THE ASSOCIATION, BOARD OF GOVERNORS, AND AFFILIATE REPRESENTATIVES:** To the extent the Association, Board of Governors, and Affiliate Representatives are acting in good faith in their capacity as such, then neither, individually or collectively, shall have any legal or other liability of any kind to Broadcaster in connection with this Agreement, including, without limitation, with respect to the Association's, Board of Governors,' or Affiliate Representatives' approval or disapproval of any matter, exercise or non-exercise of any right, or taking of or failing to take any other action in connection therewith or the authorization or non-authorization of use of Station Supplied Material to NewsOne or any other person or party.

E) **CASH APPLIED AND MATERIAL CONSIDERATION:** Any and all cash, cash equivalents, and other material consideration received by NewsOne in exchange for NewsOne Supplied Material and services from all Other NewsOne Clients (domestic and foreign) that receive Station Supplied Material from NewsOne shall be applied directly toward the NewsOne service for the benefit of the NewsOne service and Participating Stations.

F) **USE OF MATERIAL FROM OTHER NEWSONE CLIENTS:** Any and all program content received by NewsOne in exchange for Station Supplied Material from Other NewsOne Clients (domestic and foreign) that receive Station Supplied Material from NewsOne shall be provided through NewsOne to Participating Stations for their use pursuant to this Agreement; provided, however, that if a Participating Station has informed NewsOne that NewsOne may not provide Station Supplied Material to a particular Other NewsOne Client on an on-going basis, then that Station may be precluded from using material provided to NewsOne by that Other NewsOne Client, and provided, further, that the Other NewsOne Client may from time to time place certain restrictions on the use of material supplied by it to NewsOne with regard to particular types of use (e.g., no use on the Internet) or use by a particular Participating Station.

12. CERTIFICATION OF FINANCIAL REPORTS

ABC, on behalf of NewsOne, shall provide by March 1 of each year to the Client Distribution Board a certification duly executed by the CFO of ABC, which certification shall:

- A) State the total amount of all cash and cash-equivalent consideration received and describe in summary terms any material non-cash consideration or services received in exchange for NewsOne Supplied Material and services by ABC, and its divisions, companies and entities affiliated with or owned by or under common control with ABC during the prior calendar year from all Other NewsOne Clients who receive Station Supplied Material from NewsOne;
- B) Certify that all such cash, cash-equivalents, and other material consideration has been applied exclusively to the operating costs of NewsOne and that any such material non-cash consideration or services have benefited NewsOne and all Participating Stations; and
- C) Certify that all video and/or audio material received in exchange for NewsOne Supplied Material and services by ABC, and its divisions, companies and entities affiliated with or owned by or under common control with ABC during the prior calendar year from all Other NewsOne Clients who receive Station Supplied Material from NewsOne has been made available to all Participating Stations through NewsOne, subject to the limitations set forth in Section 11.

13. **ADDITIONAL RESTRICTIONS ON USE OF NEWSONE MATERIAL**

- A) **PROVIDER RESTRICTIONS:** In addition to the restrictions and limitations set forth herein, the rights granted to ABC, NewsOne, and Broadcaster herein to distribute, redistribute, and excerpt from materials made available to and by NewsOne are subject to any designated use restrictions imposed by the provider of the particular report or material not otherwise inconsistent with the spirit and purpose of this Agreement, including, but not limited to, use of the materials by other news sharing services.
- B) **RESTRICTION COMPLIANCE:** It is the obligation of the party providing the material to NewsOne to communicate clearly, in a written and/or electronic notice to NewsOne, any restrictions, limitations, or instructions (beyond the restrictions, limitations, and instructions contained herein) of which it is or at any time becomes aware regarding the use of the particular material by NewsOne and/or by ABC or ABC News, the Participating Stations, including Broadcaster, and/or Other NewsOne Clients. It is the obligation of NewsOne to comply with any such restrictions and to pass along such restrictions in writing via written and/or electronic notice to all relevant parties to which it distributes the material. It is the obligation of every party to which the restriction is communicated by NewsOne to comply with such restriction.
- C) **EMBARGOING:** From time to time, ABC News and/or Broadcaster may wish for whatever reason to place a time and date use embargo, time and date use cut-off, or other time and/or date use restriction on particular material they have supplied to NewsOne. NewsOne shall comply with any such restrictions communicated to it in writing via written and/or electronic notice by ABC and/or Broadcaster and shall communicate in writing via written and/or electronic notice any such restrictions to all relevant parties to which such materials are being distributed by NewsOne.

- D) **ABC REMOVAL NOTICES:** In the event that ABC believes that any ABC News Supplied Material, any material supplied by an ABC Owned Station, or any other material provided to NewsOne participants via NewsOne could give rise to a claim that such material infringes the rights of or could cause harm or injury to a third party or contains an error in news reporting ("ABC Excluded Material"), ABC may cause NewsOne to transmit written and/or electronic notice ("Removal Notice") to Broadcaster, Participating Stations, and Other NewsOne Clients advising them to cease use of such ABC Excluded Material and to immediately withdraw such ABC Excluded Material from any news programs, websites, or other platforms on which they have used or authorized use of the ABC Excluded Material, as ABC may deem appropriate.
- E) **STATION REMOVAL NOTICES:** In the event that Broadcaster believes that any Station Supplied Material could give rise to a claim that such material infringes the rights of or could cause harm or injury to a third party or contains an error in news reporting ("Broadcaster Excluded Material"), Broadcaster may transmit Removal Notice to NewsOne, and NewsOne shall then promptly transmit a Removal Notice to ABC, all Participating Stations, and Other NewsOne Clients, advising them to cease use of such Broadcaster Excluded Material and to immediately withdraw such Broadcaster Excluded Material from any news programs, websites, or other platforms on which they have used or authorized use of the Broadcaster Excluded Material, as Broadcaster may deem appropriate.
- F) **MATERIAL REMOVAL:** Upon receipt of a Removal Notice from NewsOne, ABC and/or Broadcaster shall ensure that any Excluded Material received from NewsOne shall be removed from any news programs, websites, or other platforms on which they have used or authorized use of the Excluded Material as requested by the party seeking the removal, as quickly as practicable.
- G) **OTHER RESTRICTIONS:** Should ABC notify NewsOne at any time via written and/or electronic notice that ABC News Supplied Material is subject to any additional restrictions, limitations, or instructions, NewsOne will promptly notify Broadcaster thereof via written and/or electronic notice, and Broadcaster agrees to abide by such restrictions, limitations, and instructions of which Broadcaster is advised. Should Broadcaster notify NewsOne at any time via written and/or electronic notice that Station Supplied Material supplied to NewsOne is subject to any additional restrictions, limitations, or instructions, ABC, NewsOne, and ABC Owned Stations agree to abide by such restrictions, limitations, and instructions of which NewsOne is advised.
- H) **EFFECT ON CONFIDENTIAL SOURCE:** With respect to Station Supplied Material and ABC Supplied Material provided under this Agreement, the parties acknowledge that there may be circumstances under which Broadcaster, ABC and any subsidiaries, affiliates, officers, agents and employees will not provide the other party or any other entity, including without limitation, a court or other tribunal, with certain information pertaining to its news-gathering processes, such as the identity of confidential sources, outtakes, and other information regarded as confidential by Broadcaster's or ABC's journalists in their sole discretion. The parties agree that any such refusal to provide such information shall in no way constitute a breach or limit the warranties and indemnification contained herein.

14. TERM

- A) **TERM:** The term of this Agreement shall commence on April 13, 2014, and shall continue in effect through the end date of Broadcaster's current Primary Television Affiliation Agreement with the Network (referred to in this Agreement as the "Affiliation Agreement") in effect as of April 13, 2014, but in no event later than April 12, 2017, unless otherwise agreed to in writing by the Network and the Board of Governors; provided, however, that upon the expiration or early termination of the Affiliation Agreement the respective rights hereunder of Station, ABC, other Participating Stations, and Other NewsOne Clients to use and to distribute Supplied Material previously provided to such parties provided by or by means of NewsOne during the term of this Agreement shall continue in perpetuity, subject to all restrictions and limitations placed on use of the material as set forth in this Agreement, which terms and conditions shall continue to bind the parties with respect to their future use of all such materials. Notwithstanding anything to the contrary contained herein, the obligation of the parties to provide or receive Supplied Material following termination of this Agreement shall automatically terminate if the Station ceases to be affiliated with the ABC Television Network due to the termination or expiration of the Affiliation Agreement. This Agreement completely supersedes and replaces any other agreement between Broadcaster and ABC regarding the provision of NewsOne services to and from the Station(s), including, but not limited to, any provisions regarding NewsOne included within or appended to Broadcaster's current Affiliation Agreement.
- B) **TERMINATION:** If either party hereto shall fail or refuse to perform any of their respective obligations contained herein, and shall not have cured or remedied such breach within twenty (20) days' prior written notice thereof, then the non-defaulting party, in addition to all of its other rights and remedies at law or equity may, at its option (i) terminate this Agreement or (ii) suspend delivery of Content to the defaulting party; and (iii) suspend and be relieved and discharged of any payments for license fees accruing after such notice for which it would otherwise be liable to the other party; provided, however, that in the event of any such suspension, this Agreement shall automatically terminate upon the expiration of the term hereof. The defaulting party must immediately cease any and all uses of the Content furnished by the other party upon the termination of this Agreement.

15. PAYMENT OF USAGE FEES, LICENSE AND SUBLICENSE

ABC represents and warrants that, effective July 1, 2011³, no usage fees are or will be charged by ABC, ABC News, or NewsOne to Broadcaster and Station for the usage rights and license and sublicense rights granted herein, except as otherwise expressly provided for herein, and Broadcaster represents and warrants that no usage fees are or will be charged by Broadcaster or Station to ABC, NewsOne, Participating Stations, and Other NewsOne Clients for the usage rights and the license and sublicense rights granted to them by Broadcaster or Station herein, except as otherwise expressly provided for herein.

³ Subject to the provisions of Footnote 1.

16. SPECIAL SERVICES AND FEEDS

From time to time, NewsOne may offer Broadcaster special services and feeds on an optional basis. Broadcaster will be advised in advance of the fees, if any, for such services. Broadcaster's use of any materials supplied via the special services or feeds must be in accordance with the other terms of this Agreement, as supplemented or altered by the terms under which the special services or feeds have been offered to Broadcaster.

17. EDITING/EXCERPTING

It is understood that while Broadcaster, ABC, and NewsOne have the right to edit or excerpt the material provided to each other, and broadcast and distribute such material, subject to the restrictions and limitations contained in this Agreement, such editing or excerpting shall not be performed in such a manner as to misrepresent or distort any material so provided.

18. NO OBLIGATION TO USE

Nothing contained in this Agreement shall be deemed to require Broadcaster, ABC, NewsOne, or any Participating Station to broadcast or use any of the material supplied to each other hereunder.

19. FAILURE TO DELIVER

It is understood that none of ABC, Broadcaster, or NewsOne shall be liable to the other or to Participating Stations, or any Other NewsOne Client or licensee of NewsOne for any failure to deliver the material hereunder due to acts of force majeure, failure of facilities, labor disputes, government rules and regulations, or other causes beyond such party's reasonable control.

20. RECORDS OF USAGE

ABC and Broadcaster agree to furnish, upon forms provided by the other, such information as either may reasonably request covering the other's use of the material supplied pursuant to this Agreement.

21. WARRANTIES

Each party warrants and represents to the other party and to all Other NewsOne Clients and licensees that:

- A) It has the right to enter into this Agreement;
- B) There is no contract with any other person, firm, or corporation that will interfere with any rights granted under this Agreement;
- C) For all material it provides hereunder to each other or NewsOne, it has the full rights to authorize NewsOne, ABC News, the Participating Stations, Broadcaster, Station and Other NewsOne Clients to undertake all uses of the material authorized herein, provided that, as to any material for which such rights are restricted or limited in any way, it shall communicate such restrictions and

limitations to NewsOne prior to, or at the time of, the delivery of the material to NewsOne, so that NewsOne may comply with and communicate in writing such restrictions and limitations as necessary; and

- D) For all material it provides to NewsOne, the use of such material as authorized herein shall not infringe upon the common law rights, the copyrights, the literary, dramatic, music, program, patent rights, or the trademark or trade names of any person, firm, or corporation and does not and will not violate the private, civil or property rights or the right of privacy of any person, firm or corporation.

22. INDEMNIFICATION

- A) **BROADCASTER INDEMNITY:** Broadcaster agrees to indemnify and hold ABC and ABC's parent and affiliated companies; Participating Stations; Other NewsOne Clients; and companies owned by, or under common control with them; and the respective officers, directors, agents and employees of all such entities harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of (a) their use in accordance with the terms and conditions provided for herein of any Station Supplied Material supplied by Broadcaster to NewsOne or ABC unless such claim, etc., arises from the manner in which they have edited, excerpted, introduced, or otherwise altered, reduced, or augmented the Station Supplied Material so as to alter the context of the Station Supplied Material in a manner that has not been expressly approved in writing by Broadcaster; (b) the manner in which Broadcaster has edited, excerpted, introduced, or otherwise altered, reduced, or augmented any material supplied by NewsOne or ABC including, but not limited to, Broadcaster's excerpting of NewsOne Supplied Material and/or positioning of NewsOne Supplied Material with Broadcaster's content, so as to alter the context of the materials provided to Broadcaster pursuant to the terms of this Agreement, unless such editing, excerpting, introduction, alteration, reduction or augmentation has been expressly approved in writing by ABC or NewsOne; and/or (c) Broadcaster's use of ABC or NewsOne Supplied Material beyond that permitted herein or Broadcaster's failure to comply with restrictions on use of certain designated content conveyed to it as set forth herein or in a Removal Notice issued in accordance with Section 13 herein.

- B) **ABC INDEMNITY AND PASS-THROUGH INDEMNITY.**

- 1) **ABC Indemnity.** ABC agrees to indemnify and hold Broadcaster, and Broadcaster's parent and affiliated companies, and the respective officers, directors, agents and employees of such entities harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees arising out of (a) the use by Broadcaster of ABC News Supplied Material in accordance with the terms and conditions provided for herein, that is supplied by NewsOne or ABC to Broadcaster as provided for herein, unless such claim, etc., arises from the manner in which Broadcaster has edited, excerpted, introduced, or otherwise altered, reduced, or augmented the Supplied Material so as to alter the context of the ABC News Supplied Material in a manner that has not been expressly approved in writing by ABC News; (b) the manner in which ABC or NewsOne has edited, excerpted, introduced, or otherwise altered, reduced, or augmented any Station Supplied Material including,

but not limited to, ABC or NewsOne excerpting of Station Supplied Material and/or positioning of Station Supplied Material with ABC or NewsOne content, so as to alter the context of the Station Supplied Material provided to ABC or NewsOne pursuant to the terms of this Agreement, unless such editing, excerpting, introduction, alteration, reduction or augmentation has been expressly approved in writing by Broadcaster; and/or (c) ABC's or NewsOne's use of Station Supplied Material beyond that permitted herein or ABC's or NewsOne's failure to comply with the restrictions on use of certain designated content conveyed to it as set forth herein or by Broadcaster or Station or in a Removal Notice issued in accordance with Section 13 herein.

- 2) **Pass Through Indemnity.** With regard to any claims against Broadcaster, or Broadcaster's parent or affiliated companies, or the respective officers, directors, agents and employees of such entities, arising out of the use by Broadcaster of Other NewsOne Client Supplied Material or Participating Station Supplied Material, ABC agrees to forward the claim to the Other NewsOne Client or the Participating Station, as the case may be, for handling under the indemnification provided by the Other NewsOne Client or the Participating Station to ABC and its Affiliates with regard to such use ("Pass Through Indemnity"). ABC agrees that it shall provide Broadcaster with prior written notice regarding any Other NewsOne Client Supplied Material or Participating Station Supplied Material for which the Other NewsOne Client or the Participating Station has not extended such an indemnity to affiliates. ABC further agrees that with regard to those current Other NewsOne Client or Participating Station agreements that do not contain such a Pass Through Indemnity, as ABC undertakes the renegotiation of such agreements, ABC shall use commercially reasonable efforts to obtain a Pass Through Indemnity for the benefit of NewsOne affiliates and subscribers, including Broadcaster.

- C) **MISCELLANEOUS:** A party seeking indemnification ("Indemnitee") shall give the indemnifying party ("Indemnitor") prompt written notice of any claim or lawsuit to which its indemnity applies. The Indemnitor may, at its option, promptly assume the defense of any claim or lawsuit to which its indemnity applies, and shall regularly keep the Indemnitee apprised of key developments regarding any such claim or lawsuit, the filing of dispositive motions, settlement discussions, and the like. The Indemnitee shall cooperate fully with the Indemnitor in such defense, as necessary, provided, however, that the Indemnitee shall not be precluded from retaining separate counsel, at its own expense, to participate in the defense of any such claim or lawsuit, and in such event, counsel for the Indemnitor and the Indemnitee shall cooperate in good faith. Without limiting the foregoing, if the Indemnitor fails or refuses to assume the defense of any claim, action, or cause of action to which its indemnity applies (whether or not a lawsuit has been formally brought), it shall be responsible for payment of any settlement of any such claim, action or cause of action reached by the Indemnitee, as well as the costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee in defending any such claim, action or cause of action and/or in reaching such settlement. The Indemnitor may not settle any claim, except by payment of cash, without the prior written consent of the Indemnitee. The

provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

23. COMMUNICATIONS ACT COMPLIANCE

In order that ABC, Broadcaster, and Participating Stations may comply with their obligations under Sections 317 and 507 of the Communications Act of 1934, as amended ("Act"), Broadcaster and ABC agree to inform the other in advance of the scheduled delivery of any program element provided by or to the other hereunder of any information of which each has actual knowledge concerning any matter included in the materials for which any money, service or other valuable consideration shall have been paid or agreed to be paid, or accepted or agreed to be accepted by any person. The term "service or other valuable consideration" shall not include any service or property furnished without charge or at nominal charge for use, unless it is so furnished in consideration for an identification in such program of any person, product, service, trademark or brand name beyond an identification which is reasonably related to the use of such service or property in such program.

24. NO JOINT VENTURE

The arrangements described in this Agreement shall not constitute and are not intended to constitute a joint venture or partnership or employment relationship. None of the employees of either party to this Agreement shall be deemed to be employees of the other for any purpose.

25. NOTICES

A) All notices provided to ABC News, NewsOne, or Broadcaster shall be in writing and shall be delivered personally or sent via facsimile (with a copy sent via first class mail or sent via overnight courier) addressed to the following person(s) or at such other person(s) address as the parties hereto may from time to time notify the other in writing:

1) If to ABC or NewsOne:

Al Prieto
Vice President
NewsOne
47 West 66th St, 2nd floor
Email address: al.prieto@abc.com
Facsimile: 212-456-2771

with a copy to:

John Rouse
Senior Vice President
ABC Affiliate Relations
500 South Buena Vista Street
Burbank, CA 91521
Email address: john.l.rouse@abc.com
Facsimile: 818-460-5132

2) If to Broadcaster:

with a copy to:

B) **EFFECTIVE DATE OF NOTICE:** Notices shall be deemed given the same day if delivered personally or via email or facsimile, the next day if sent via overnight courier, or three days after mailing if sent via first class mail.

26. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other, except that ABC may assign this Agreement and all rights granted to ABC to any party acquiring all or a portion of ABC's television and/or news business, or to any entity controlling ABC, controlled by ABC, or under common control with ABC; provided that such assignment shall relieve ABC of its obligations under this Agreement if such assignee assumes in writing all of ABC's obligations under this Agreement and, upon request, provides Broadcaster with a copy of the assumption agreement. Broadcaster may assign this Agreement without the prior written consent of ABC upon the permitted assignment of the Station's ABC Affiliation Agreement if such assignee assumes in writing Broadcaster's obligations under this Agreement and provides ABC with a copy of the assumption agreement.

27. GENERAL TERMS

- A) This Agreement is made subject to all federal, state, and municipal laws and regulations now or hereafter in force; however, its validity, interpretation performance and enforcement shall be governed by and construed according to the laws of the State of New York, without regard to the principles of conflict-of-laws thereof. For the purposes of any suit, action or proceeding involving this Agreement, each party hereby submits to the jurisdiction of all Federal and State courts sitting in the County of New York and agrees that such courts shall have exclusive jurisdiction over any suit, action or proceeding involving this Agreement. This Agreement shall not be changed, modified or discharged, in whole or in part, except by an instrument duly signed by Broadcaster and ABC. Waiver of any of the provisions of this Agreement under any circumstances will not constitute a general waiver of any rights hereunder.
- B) This Agreement constitutes the entire agreement between Broadcaster and ABC with respect to the subject matter hereof and shall supersede all other prior written or oral agreements, if any, between us with respect thereto and shall be binding upon each of us and upon our respective successors and assigns.
- C) ABC shall be responsible and liable for, and shall cause NewsOne and the ABC Owned Stations to perform all of their respective obligations, representations, and agreements contained herein.

- D) The titles of the paragraphs of this Agreement are for convenience only and will not in any way affect the interpretation of any paragraph of this Agreement or of the Agreement itself.

28. AMENDMENT TO THIS AGREEMENT

In recognition of rapid changes in the technology by which news and information is distributed by the Network and Broadcaster and received by viewers, Broadcaster and ABC agree, notwithstanding anything else to the contrary herein, that any Section of this Agreement may be amended (an "Amendment") upon mutual written agreement by the Board of Governors of the ABC Television Affiliates Association and ABC to become effective forty-five (45) days following written notice from ABC to Broadcaster; provided however, the Amendment will not become effective nor binding upon Broadcaster if within thirty (30) days of receipt by Broadcaster of such notice, Broadcaster gives written notice to ABC that it elects not to have the Amendment apply to or to be binding upon the Station.

Please indicate your acceptance to the foregoing by signing in the space provided below.

Very truly yours,

AMERICAN BROADCASTING COMPANIES, INC.

By: *Shirley M. ...*
Title: *SVP*

Accepted this *3rd* day of *April*, 2014.

Drewry Communications Group

By: *Jay Falter*
Title: *Senior Vice President of Broadcast*

EXHIBIT A

TERMS, CONDITIONS AND FEE
FOR BROADCASTER'S USE
OF NEWSONE SUPPLIED MATERIAL
ON ADDITIONAL LOCAL FOR-FEE PLATFORM(S)

1. AUTHORIZATION:

- A) Broadcaster may use NewsOne Supplied Material on the following Additional Local For-Fee Platform(s) [insert name and description of platform(s)], which, for purposes of this Exhibit A is referred to as the "Authorized Channel."
- B) All capitalized terms used in this Exhibit A, unless otherwise defined in this Exhibit A, shall have the meaning ascribed to them in the preceding body of the Agreement.
- C) Broadcaster's Additional For-Fee Platforms may include the following: a channel of Station's that is not affiliated with the ABC Television Network (e.g., a multi-cast channel) licensed for broadcast within the Station's DMA; a television broadcast station not affiliated with the ABC Television Network that is owned by or under common ownership with Broadcaster and that is licensed to a community within the Station's DMA; a television broadcast station-or a website not affiliated with the ABC Television Network that operates within a community within the Station's DMA for which Broadcaster provides news or public affairs programming pursuant to a Local Marketing, Time Brokerage, Joint Sales, or Shared Services Agreement or other licensing agreement; a cable or satellite channel directed to subscribers within Station's DMA; or a mobile phone service directed to subscribers within Station's DMA other than the simulcast service authorized in the Agreement. In each case, the Additional For-Fee Platform must be directed to recipients within Station's DMA or any other areas in which the Station is authorized to transmit ABC Network programming under Station's affiliation agreement with ABC.
- D) Additional For-Fee Platforms beyond those listed above may be requested by Broadcaster and may be approved at the discretion of NewsOne: Client Distribution Board.
- E) Each Additional For-Fee Platform must bear a clear and conspicuous branding or co-branding to the Station's ABC Affiliated Channel, the Station's ABC Affiliated Channel's other identifying branding, or the ABC Affiliated Channel's programming.

2. **FEE:**

- A) Broadcaster agrees to pay NewsOne an annual fee in the amount of \$4,007.70, which will be paid in equal monthly payments with the first monthly payment of \$333.98 due on [Date TBD] and each subsequent payment due by the [Date TBD] of each month thereafter.⁴
- B) Fees may be modified by ABC as of November 1 of each year according to the Station's market rank as of September 1 of that year by increasing the fees as of November 1 of any contract year in the amount of three percent (3%) or the percentage increase in the preceding twelve (12) months in the Consumer Price Index as of September 1 of that year, whichever is less. ABC shall provide at least fourteen (14) days' written notice to Broadcaster of any increase in fee, and Broadcaster may choose either to accept the revised fee or to end the Additional For-Fee Platform usage. Upon thirty (30) days' written notice to NewsOne by Broadcaster, Station may end any Additional For-Fee Platform usage, and Broadcaster will have no further obligation to make payments beyond the last week of such usage.
- C) All payments to NewsOne hereunder will be applied directly to NewsOne for the benefit of the NewsOne service.

3. **BROADCASTER'S AUTHORIZED USE OF ABC NEWSONE SUPPLIED MATERIAL:**

NewsOne hereby grants to Broadcaster a non-exclusive license and/or sublicense, in perpetuity, to record, use, broadcast, transmit, retransmit, distribute, and to authorize the recordation, use, broadcast, transmission, and retransmission of NewsOne Supplied Material, provided to Station by in the following manner, except as otherwise restricted herein:

- A) **USE ON THE BRANDED AUTHORIZED CHANNEL:** NewsOne Supplied Material may be used by Broadcaster without restriction in news or public affairs programs and reports, and promotions for such programming, produced by the Station and broadcast over the air on the Authorized Channel. Broadcaster may simulcast the Authorized Channel live on another over-the-air broadcast channel that is licensed to the Station and Branded to the Station's ABC Affiliated Channel for reception by mobile receiving devices within the Station's Local Market. Broadcaster may also give retransmission consent (including program video on demand, program look back, and program startover rights) to MVPDs for retransmission of the Authorized Channel's broadcast to viewers located within the Station's Local Market with respect to any NewsOne Supplied Material contained therein.

⁴ The fee for the *second* additional local platform is 75% of the fee for the first additional platform, and the fee for the third and each additional platform is 50% of the fee for the first additional platform.

B) **USE ON THE AUTHORIZED CHANNEL'S BRANDED DIGITAL PLATFORMS:** NewsOne Supplied Material may be used, posted and/or streamed live or on-demand, in whole or in part, in stand-alone form or incorporated within other news or public affairs programs and reports, and promotions for such programming on the Authorized Channel's Branded Digital Platforms that are primarily directed to viewers in the Station's Local Market, and that are primarily intended to serve that Local Market, rather than a national or international market, subject to the following conditions:

1) **USE ON BRANDED WEBSITES, APPS, OR SIMILAR DIGITALLY DISTRIBUTED SERVICES OWNED AND OPERATED BY OR ON BEHALF OF BROADCASTER:** NewsOne Supplied Material may be used, posted or streamed live or on-demand on the Authorized Channel's Branded websites, apps and other digitally delivered services that are both owned by and operated by or on behalf of Broadcaster (e.g., the Station's website and apps) without regard to whether the NewsOne Supplied Material has been previously or is being simultaneously broadcast on the Authorized Channel.

2) **USE ON BRANDED DIGITAL PAGES, CHANNELS, FEEDS, AND OTHER DISPLAY AREAS OPERATED BY OR ON BEHALF OF BROADCASTER ON DIGITAL PLATFORMS NOT OWNED BY BROADCASTER:** NewsOne Supplied Material may be used, posted or streamed live or on-demand on the Authorized Channel's digital pages, channels, feeds, and other display areas (e.g., the Station's Facebook page, YouTube channel, or Twitter feed) of Digital Platforms that the Station does not own if:

- i. the page, channel, feed, or display area is Branded to the Authorized Channel,
- ii. the Station operates, *i.e.*, controls, the editorial content on the page, channel, feed, or display area, and
- iii. the NewsOne Supplied Material has previously been or is simultaneously being broadcast on the Authorized Channel.

4. **BRANDED:**

For the purposes of this Exhibit A, "**Branded**" means the Authorized Channel, the Authorized Channel's Digital Platform, page, channel, feed or display area, as the case may be, bears, in a manner clear and conspicuous to the viewer or user, a branding or co-branding to the Station's ABC Affiliated Channel or its other identifying branding or its programming.

5. **UNLESS STREAMED LIVE AND SIMULTANEOUSLY WITH THE BROADCAST BROADCASTER MUST USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE A LINK BACK ATTRIBUTION IN DIGITAL PLATFORMS:**

With regard to any NewsOne Supplied Material that is posted to Broadcaster's Digital Platforms, subparagraphs (1) or (2) above, unless streamed live and simultaneously with its Broadcast, Broadcaster shall, where commercially reasonable and technically feasible, provide a link back for attribution as follows:

- (a) **ABC NEWS SUPPLIED MATERIAL:** The Station shall post the following, or substantially similar, visual legend for ABC News Supplied Material: "*For more, click: abcnews.com,*" beside, above, or below the program or report, and a click of the legend must enable the user to automatically connect to *abcnews.com*.
 - (b) **PARTICIPATING STATIONS' SUPPLIED MATERIAL:** The Station shall post the following, or substantially similar, visual legend for Participating Stations' Supplied Material: "*For more, click [the website of the Participating Station that supplied the material]*" beside, above, or below the program or report and a click must enable the user to automatically connect to the website of the Participating Station that supplied the material.
 - (c) **OTHER NEWSONE CLIENT SUPPLIED MATERIAL:** The Station shall post the following, or substantially similar, visual legend for material supplied by Other NewsOne Clients: "*For more, click [the website of the Other NewsOne Client that supplied the material,]*" beside, above, or below the program or report and a click must enable the user to automatically connect to the website of the Other NewsOne Client that supplied the material.
 - (d) **NEWSONE MATERIAL SUPPLIED BY MULTIPLE SOURCES:** If the video program or report contains material supplied from multiple sources (*i.e.*, ABC News, Participating Station(s), or Other NewsOne Clients), then the Station's link back obligation requires a link back only to the source from which the greatest amount of such material is taken for the program or report.
- C) **USE IN REPURPOSED AND BRANDED PROGRAMS AND REPORTS ON OTHER LOCAL VIDEO PLATFORMS:** News or public affairs whole programs or individual reports (*i.e.*, pieces or stories) that have been produced by the Station, that contain NewsOne Supplied Material and that are being or have been previously broadcast on the Authorized Channel, may be simultaneously distributed or subsequently redistributed in full, unedited original form, directly by Broadcaster or via any other party under license from Broadcaster, on any video platform primarily directed to the Station's Local Market, rather than a national or international market, so long as (1) the NewsOne Supplied Material does not exceed twenty-five percent (25%) of the duration of the program or report and (2) the program or report bears, in a manner clear and conspicuous to the viewer or

user, a branding or co-branding to the Station's ABC Affiliated Channel or the Station's ABC Affiliated Channel's other identifying branding. The requirement that the NewsOne Supplied Material must not exceed twenty-five percent (25%) of the duration of the program or report does not apply to audio-only (no video) versions of the program or report distributed under this Section.

- D) **OTHER USES REQUIRE CONSENT OF THE NEWSONE CLIENT DISTRIBUTION BOARD AND ABC:** All other uses by Broadcaster of NewsOne Supplied Material and uses on all other platforms not specified directly above, require written consent of the NewsOne Client Distribution Board and ABC.
- E) **ADDITIONAL OR FEWER RESTRICTIONS:** Notwithstanding the above, ABC, Participating Stations, and Other NewsOne Clients may, from time to time, expressly designate particular NewsOne Supplied Material that each provides to NewsOne as being available for use either (1) without some or all of the restrictions above; or (2) with additional or fewer restrictions beyond those listed above, not otherwise inconsistent with the spirit and purpose of this Agreement. Broadcaster shall comply with any such additional or fewer restrictions expressly communicated by written and/or electronic notice to the Broadcaster pursuant to Section 25.

* * *