
From: Weitekamp, Greg [MAILER-DAEMON]
Sent: Monday, August 23, 2010 11:15 PM
To: Michiaels; Jeramy
Subject: FW: Turner/NCAA - Digital Rights Agreement
Attachments: 0487_001.pdf

FYI...Live it, breathe it, own it! Let it officially begin.

Greg Weitekamp

NCAA

Director of Broadcasting

From: Shah, Tina [<mailto:Tina.Shah@turner.com>]
Sent: Monday, August 23, 2010 5:55 PM
To: Weitekamp, Greg; Dunn, Rich; Robinson, S. Graham; Bearby, Scott; Shaheen, Greg
Subject: Turner/NCAA - Digital Rights Agreement

Gentlemen,

Here's a copy of the fully executed NCAA digital rights agreement dated as of August 23rd.

Thanks again to everyone for their hard work in getting this done.

Best,

Tina

DIGITAL RIGHTS AGREEMENT

This Digital Rights Agreement (this "*Agreement*") is made and entered into this 23rd day of August, 2010 ("*Effective Date*"), by and among Turner Sports Interactive, Inc. ("*Turner*"), and The National Collegiate Athletic Association, an unincorporated association ("*NCAA*").

WHEREAS, the NCAA owns the right to license the Distribution of NCAA Content and NCAA Marks as described more fully herein, and seeks to provide broad exposure simultaneously for its athletics programs and contests in order to further and fulfill its educational purposes, core purposes and core values; and

WHEREAS, Turner desires to purchase a license to produce and broadly Distribute, or cause the broad Distribution of, presentations of NCAA Championship events as well as other NCAA Content, and the NCAA desires to license such rights to Turner on the terms set forth below; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions. Capitalized terms which are not otherwise defined shall have the meaning given to such terms in Exhibit A, which is incorporated herein by reference.

2. NCAA Digital Platform.

A. The NCAA Website.

1. Hosting; Re-Launch.

a. The NCAA shall license intellectual property to Turner so that it shall develop, host, manage and operate the NCAA Website as an interactive, video-centered multi-media website at www.NCAA.com in accordance with the Content Plan. Turner shall conduct a soft re-launch of the NCAA Website no later than February 1, 2011, and shall complete the full re-launch of the NCAA Website no later than May 1, 2011.

b. During the period commencing on the Effective Date and expiring upon the complete and full re-launch of the NCAA Website in accordance with **Section 2.A.1.a** (the "*NCAA Re-Launch Development Period*"), Turner shall diligently work with CBS to transition the hosting, management and operation of the NCAA Website from CBS to Turner. The NCAA recognizes, however, that because CBS may continue to manage the appearance, configuration, design, technical features and support, and layout of the NCAA Website during the NCAA Re-Launch Development Period, it may not be feasible for Turner to meet the Baseline Requirements prior to the complete and full re-launch of the NCAA Website in accordance with **Section 2.A.1.a**; provided, however, that Turner shall use commercially reasonable efforts to complete such transition as expeditiously as possible and, in any event, shall produce the Minimum Editorial Content and live streaming video of each NCAA Championship (either directly through management of the NCAA Website or will produce and provide the same to CBS) occurring on or after October 1, 2010. During the NCAA Re-Launch Development

Period, NCAA will continue to provide reasonably requested support to Turner and CBS in connection with the transition of the NCAA Website.

2. Look and Feel. The appearance, configuration, design, capabilities, features and layout of the NCAA Website (the "***Look and Feel***"), and all changes and modifications thereto, shall be the responsibility of Turner as further detailed in the Content Plan, and except as expressly set forth to the contrary in this Agreement or in the Content Plan.

3. Baseline Requirements. Following the complete and full re-launch of the NCAA Website in accordance with **Section 2.A.1.a**, and unless otherwise mutually agreed upon by Turner and the NCAA or as otherwise expressly stated in the Content Plan, Turner shall ensure that the baseline elements and requirements set forth below in this **Section 2.A.3** (collectively, the "***Baseline Requirements***") are met in connection with its operation of the NCAA Website and the NCAA Digital Platform. Except as otherwise mutually agreed upon by Turner and the NCAA or as otherwise expressly stated in the Content Plan or this Agreement, Turner shall fund the costs and expenses for the Baseline Requirements.

a. NCAA Championships. Unless otherwise agreed by the NCAA, Turner shall:

i. For each Game of each NCAA Championship played at the final venue site: (x) produce and Distribute video of each such Game in its entirety via live streaming (or via similar or successor technology) on the NCAA Website, in each case in accordance with the Minimum Production Requirements; provided, however, that Turner shall not be obligated to produce and Distribute video of any such Game for which any third party has been granted the right to, and elected to exploit the right to, telecast such Game (or another Game from the same round as such Game) in the United States via Traditional TV; and provided further that, the NCAA must notify Turner of such third-party elections for a Contract Year by September 30th of such Contract Year, and (y) produce and Distribute via the NCAA Website the Minimum Editorial Content. The NCAA shall determine the dates, times, venue sites and participants of all Games in its sole discretion; provided, however, if at any time after the Effective Date the NCAA increases the number of Games conducted at the final venue site of any NCAA Championship from the number of such Games as of the Effective Date, Turner shall not be obligated to perform the obligations set forth in clauses (x) or (y) above for such additional Games unless expressly agreed to by Turner and the NCAA in the Content Plan or otherwise. For clarity, the parties acknowledge that for some sports, such as sports that are not organized into discrete games and conducted in a fixed locale (*e.g.*, Nordic skiing), the Minimum Production Requirements may result in less than the entirety of the applicable Event being captured and Distributed (*e.g.*, three wired cameras at a Nordic skiing race might capture all competition at the start-, end- and mid- points of the race, but might not capture competition at points on the race course that are not proximate to the cameras).

ii. Distribute in its entirety via the NCAA Website each NCAA Championship "selection show" produced and delivered to Turner by the NCAA to announce all of the pairings of the applicable NCAA Championship. The NCAA shall ensure that the Content Plan for each Contract Year designates which NCAA Championships have been selected to have a "selection show". The NCAA shall consult in good faith with Turner

regarding the content that shall be included in each "selection show". For the avoidance of doubt, the selection shows shall be deemed "NCAA Content" for the purposes of this Agreement.

iii. Develop, host, manage and operate a unique web page within the NCAA Website for each NCAA Championship (each such page, an "*NCAA Microsite*"). Turner shall ensure that each such NCAA Microsite shall (x) include the information reasonably provided by the NCAA with respect to the general operation of the applicable NCAA Championship, which may include, without limitation, Game dates, times, venue sites, venue maps, parking information, fan event information, ticket information provided by the NCAA to Turner (including, without limitation, links to online ticket buying pages provided by the NCAA), and other operational information reasonably provided by the NCAA and (y) be viewable via a mobile website or application. Turner and the NCAA acknowledge and agree that the NCAA Content of certain NCAA Microsites may be more robust than others, as appropriate given the particular NCAA Championship and scope of the potential audience for NCAA Content related to such NCAA Championship.

iv. For each Game from each NCAA Championship, update on a timely basis the NCAA Website with (x) final scores and (y) to the extent provided by the NCAA (directly or indirectly through a third party on behalf of the NCAA), other data and statistics (e.g., player statistics); provided that if the NCAA and/or any host institution provides a live-data feed to Turner, the scores, data and statistics shall be updated on a real-time basis. The parties shall discuss in good faith and mutually agree upon the format in which the NCAA and/or any host institution shall deliver data feeds to Turner.

v. If Turner Distributes NCAA Video of an entire Game of an NCAA Championship live on the NCAA Website pursuant to **Section 2.A.3.a.i** above, or if the NCAA (or a third-party telecaster on NCAA's behalf) otherwise provides Turner live NCAA Video from any Game of an NCAA Championship (e.g., NCAA Video produced for NCAA under its Traditional TV Rights Agreement with a third party), then promptly after the completion of the Distribution of such Game by Turner or promptly after the NCAA provides Turner such NCAA Video for such Game, Turner shall produce and make available highlights via the NCAA Website of one or more specific plays from such Game.

vi. [REDACTED]

[REDACTED]

[REDACTED]

vii.

[REDACTED]

b. Redesigns & Site Updates. Turner shall perform site redesigns and material site updates (e.g., addition of video to home page T-1 ad unit, development work to make T-2 ad unit content agnostic or addition of playlist to site video section) for the NCAA Website at a frequency that is not less than the frequency with which such services are performed for the other Turner Sports Digital Properties; provided, however, if at any time during the Term Turner shall not operate any Turner Sports Digital Properties, Turner shall, at a minimum, (i) make evolutionary updates (i.e., minor updates to the Look and Feel of the NCAA Website) to the NCAA Website at least every six months during the Term and (ii) perform a revolutionary update (i.e., material updates to the Look and Feel of the NCAA Website) of the NCAA Website at least once every two Contract Years).

c. CMS. In connection with its operation of the NCAA Digital Platform, Turner shall operate and maintain a content management system (the "CMS"). Turner shall provide designated representatives of the NCAA with access to the CMS in order to remove any NCAA Content Distributed on any platform comprising the NCAA Digital Platform that the NCAA reasonably and in good faith determines constitutes a Damaging Use; provided that the NCAA has first provided notice to Turner's GM for the NCAA Digital Platform (or its designee) by email regarding the matter and failed to receive a response within one (1) hour of such notice. The NCAA shall be responsible for its personnel's access to the CMS and any consequences thereof.

d. Technology Standards. Turner shall ensure that the speed and accessibility of the NCAA Website and the other NCAA Digital Platform offerings are maintained and operated in a manner at least consistent with such attributes of other high quality, reputable and top tier websites and Digital Platforms dedicated primarily to collegiate or professional sports in the United States, including, without limitation, implementation of adequate bandwidth levels which may be contained on such comparable websites and/or Digital Platforms, and implementation of video quality and search capabilities which are consistent with those contained on the other Turner Sports Digital Properties. Turner shall provide staff hours

Platform (the “*Web Store*”) in accordance with the terms set forth herein and in the Content Plan. Turner shall ensure that the Web Store is easily accessible from all web pages of the NCAA Website, including prominent links.

1. Operation of the Web Store. Turner, either on its own or through an e-commerce partner, shall be responsible for performing all duties and responsibilities necessary to operate the Web Store including, without limitation, (a) acceptance and collection of payment from customers, (b) maintenance of sufficient inventory of NCAA licensed merchandise from all NCAA Championships; provided, that Turner shall not be obligated to provide NCAA Championship licensed merchandise unless the NCAA’s then-current NCAA Championship approved vendors are willing to enter into an agreement with Turner, or its e-commerce partner, on commercially reasonable terms and conditions, including, without limitation, pricing terms and terms and conditions (*e.g.*, technology integration fees and other fees that the vendor may be required to pay) related to implementing the vendor’s merchandise within the Web Store; (c) maintenance of product descriptions, prices and other product-related information for all NCAA licensed merchandise available via the Web Store; (d) delivery of the NCAA licensed merchandise to customers; (e) processing of returns, exchanges and customer service issues; and (f) all other components of consummating remote purchase and sale transactions, including without limitation, the services described in the Content Plan. Without limiting the foregoing, Turner, either on its own or through an e-commerce partner, shall take commercially reasonable steps to ensure that all NCAA licensed merchandise posted on the Web Store are available to be delivered to customers within industry standard delivery periods.

2. Level of Service. Turner agrees to ensure that all services and responsibilities with respect to the operation of the Web Store shall be performed in a manner substantially similar to the service level standards and requirements that Turner provides or has agreed to provide for the other Turner Sports Digital Properties.

3. Ticket Sales and Hospitality Packages. The parties acknowledge and agree that, subject to **Section 4.A.4**, this Agreement shall not entitle Turner to any consideration, compensation, commission or revenue received from the sale of tickets to NCAA Championship Games and/or hospitality packages on or through any Digital Platform.

4. Compliance with Laws. Turner shall, and shall include a contractual requirement that any e-commerce partner engaged by Turner shall, comply with all applicable laws regarding e-commerce, including without limitation, requirements for notice to and dealings with customers. In addition, Turner and the NCAA shall mutually develop the Terms of Use conditions and Privacy Policy to be posted on the NCAA Website and the Web Store, which shall be consistent with the Terms of Use and Privacy Policy for the other Turner Sports Digital Properties. Turner agrees that it shall enforce the Terms of Use conditions and Turner and the NCAA agree to abide by such Privacy Policy. Turner shall be responsible for ensuring that any e-commerce partner engaged by it complies with any applicable laws regarding e-commerce, the Terms of Use conditions and/or the Privacy Policy.

C. Content; Other NCAA Digital Initiatives. On or before the commencement of the 2010-11 Contract Year, Turner and the NCAA shall meet, discuss in good faith, and adopt a mutually agreeable Content Plan, which shall describe the scope of the NCAA Digital Platform

for such Contract Year. Subsequently, Turner shall review, evaluate and (as necessary) make mutually agreeable amendments to the Content Plan at each Operational Meeting. Turner and the NCAA may also meet (in-person or via conference calls) at such other times as either party deems reasonably necessary to discuss any suggested amendments, modifications or updates to the Content Plan. If, despite good faith discussions by and between the NCAA and Turner, the parties cannot mutually agree upon the Content Plan (or any amendment to the Content Plan) for any Contract Year, the parties agree that (a) the Content Plan for such Contract Year shall be the same as the Content Plan for the immediately preceding Contract Year and (b) the increase in the Annual Budget for such Contract Year (as determined pursuant to **Section 5.A**) shall be distributed and/or allocated on a pro rata basis (based upon the allocation of the Annual Budget across the NCAA Digital Platform initiatives from the immediately preceding Contract Year) across each of the NCAA Digital Platform initiatives described in such Content Plan in order to increase and/or improve the functionality, performance, delivery, production quality and/or quantity, as applicable, of such NCAA Digital Platform initiatives. For clarity, Turner acknowledges and agrees that the NCAA shall have the right to object to the adoption of any NCAA Digital Platform initiative proposed by Turner in the Content Plan based on its good faith determination that such product or service could reasonably be expected to result in a Damaging Use.

1. NCAA Digital Platform Initiatives.

a. In the event that the NCAA from time to time identifies any Digital Platform initiative not specifically reserved to the NCAA pursuant to **Section 4** (e.g., exploitation of new Digital Platform technologies or exploitation of Distribution rights) that Turner is not then currently pursuing or planning to pursue within the current Contract Year or the immediately following Contract Year ("**NCAA Digital Platform Initiative**"), then the NCAA shall notify Turner in writing of such NCAA Digital Platform Initiative (including all relevant business, financial and rights-related terms). If Turner determines in good faith that such NCAA Digital Platform Initiative could reasonably be expected to materially and adversely impact the NCAA Digital Platform or its Digital Rights, then NCAA will be prohibited from pursuing the NCAA Digital Platform Initiative any further, notwithstanding **Section 2.C.1.b** below. In the event that NCAA disagrees with Turner's good faith determination that the NCAA Digital Platform Initiative could reasonably be expected to materially and adversely impact the NCAA Digital Platform or its Digital Rights, the NCAA may escalate such dispute to the Director of Broadcasting for the NCAA (or such other officer designated by the NCAA to Turner in writing pursuant to **Section 19.A**) and the Chief Operating Officer for Turner. In the event that they are unable to resolve the issue, the dispute will be escalated to the President of the NCAA (or its designee) and the President of Turner (or its designee), and they shall mutually agree upon a resolution of the issue.

b. 

[REDACTED]

c. [REDACTED]

D. Management and Operation of NCAA Digital Platform; Staffing and Internship Program.

1. Management. Turner shall have the responsibility and authority to manage the day-to-day operations of the NCAA Digital Platform, including, without limitation, by making the daily operational decisions, selecting technical and business partners, vendors and subcontractors, leading sales and business development initiatives, making financial decisions, determining functionality, content and other features; provided, that (a) Turner shall not exploit any Digital Right, conduct any activity, or otherwise engage in any operations related to or arising in connection with the NCAA Digital Platform that do not comply with the terms and conditions of this Agreement and the then-current Content Plan, and (b) if Turner develops and Distributes content that the NCAA determines in good faith could reasonably be expected to constitute a Damaging Use, then (i) an NCAA designated representative may, in accordance with **Section 2.A.3.c**, access the CMS and remove such content from the NCAA Digital Platform and (ii) Turner shall use commercially reasonable efforts to work with all third parties (*e.g.*, Yahoo!) that were provided such content by Turner via a sublicense or syndication under this Agreement to remove such content from such third parties' Digital Platforms. For purposes of clarification, the foregoing takedown right shall apply to all content Distributed by Turner on a Digital Platform pursuant to this Agreement. Turner shall use its best efforts to keep the NCAA apprised of operational decisions affecting the NCAA Digital Platform and the parties shall collaborate in good faith with respect to those decisions.

2. Turner Staffing. Turner shall employ an adequate number of appropriately-skilled, dedicated staff to support the NCAA Digital Platform. Without limiting

the foregoing, it is currently contemplated such dedicated staff shall include (i) a general manager to liaise on a day-to-day basis with the NCAA with respect to the NCAA Digital Platform and to ensure Turner's compliance with its obligations hereunder, (ii) an operations manager to oversee the technical operation of the NCAA Digital Platform, and (iii) a product manager to work with the NCAA to research, evaluate, design and develop new products, services or offerings for the NCAA Digital Platform, and (iv) an editorial staff to coordinate the development and production of the Minimum Editorial Content and other quality and timely editorial content. It is also currently contemplated that Turner will employ shared Turner staff (*i.e.*, Turner executives and employees that shall perform work for the NCAA Digital Platform and for other businesses that Turner operates) to assist with certain aspects of the NCAA Digital Platform, including without limitation, business strategy, live video streaming, innovation, new product development and distribution. The NCAA acknowledges that the make-up of the Turner staff for the NCAA may change during the Term in accordance with the needs of the NCAA Digital Platform as further detailed in the Content Plan.

3. Talent for NCAA Video. Turner agrees that no play-by-play announcers, color announcers, sideline reporters, studio talent and other announcers hired by Turner to appear in NCAA Video coverage of a Game shall be: (a) a then-current college coach or a representative of an NCAA Institution or collegiate athletics conference or (b) a current coach, player or other employee or representative of a professional sports league or team. Turner further agrees that such play-by-play announcers, color announcers, sideline reporters, studio talent and other announcers shall be in good standing with the NCAA and shall not have committed any major infraction or violation of any NCAA Rules.

4. NCAA Liaisons. The NCAA shall retain and make available between two and five NCAA personnel to liaise on a day-to-day basis with Turner with respect to the NCAA Digital Platform, and it is anticipated that these personnel shall include a senior liaison, an editorial liaison and a social media lead, provided that such personnel may change during the Term in accordance with the needs of the NCAA Digital Platform as further detailed in the Content Plan. The NCAA liaisons shall have the authority necessary from the NCAA to grant any applicable NCAA Approvals needed from the NCAA with respect to the NCAA Digital Platform; provided, however, that Turner acknowledges and understands that the NCAA liaisons may need to confer with other NCAA personnel prior to granting any such NCAA Approvals.

5. Internship Program. During each Contract Year, commencing with the 2010-11 Contract Year, Turner shall manage and operate an internship program focused solely on the NCAA Digital Platform. As part of such internship program, during each Contract Year, Turner shall hire, employ and train not less than ten (10) interns and such interns shall spend their internship time working for Turner on NCAA Digital Platform operations, projects and/or initiatives. The interns for such program shall be selected per Turner's policies and the program shall be managed and operated per Turner's policies.

E. Market Research. Turner shall perform market research to gain insight into the NCAA Digital Platform's audience and how best to optimize the NCAA Digital Platform to maximize, serve and monetize this audience. Turner shall share the results of such research with the NCAA.

F. Other Obligations.

1. Meetings

a. Advisory Board: Operational Meetings. Turner and the NCAA shall maintain an advisory board made up of key executives of each organization (collectively, the "**Advisory Board**"). The Advisory Board shall meet once each February and August during the Term at a mutually agreeable location (each, an "**Operational Meeting**"). At each Operational Meeting, Turner and the NCAA shall (i) review and evaluate the performance of, and general strategic issues and plans related to, the NCAA Digital Platform (including, without limitation, with respect to the NCAA Website and sales of Advertising and Sponsorships) and NCAA Digital Platform Initiatives and (ii) to the extent necessary, amend the Content Plan to reflect the results of such review and evaluation.

b. Financial Status Meetings. Turner shall provide, on a monthly basis, financial forecasts (*i.e.*, forecasted P&L statement) for the quarter and Contract Year with respect to the NCAA Digital Platform and shall conduct quarterly conference calls with the NCAA to discuss the financial performance of the NCAA Digital Platform.

c. Look-Ins. At a mutually-agreed upon date during each of the 2014-15 and 2019-20 Contract Years, senior-level executives of the parties shall meet at the NCAA headquarters to identify, discuss and review in good faith any opportunities to increase revenue, changes to the scope and direction of the NCAA Digital Platform, and other commitments and obligations related to this Agreement. The foregoing shall not obligate any Party to agree to any changes or modifications to the terms of this Agreement.

2. NCAA Website Traffic Reporting. Turner shall provide to the NCAA the following NCAA Website traffic reporting: (i) weekly traffic reports, (ii) monthly traffic reports, in form and substance consistent with the traffic reports prepared and delivered by Turner to the Nielsen Company (or the then-current industry standard audience measurement service) and (iii) quarterly analytical traffic reports, in form and substance consistent with the analytical website traffic reports provided to the other Turner Sports Digital Properties.

3. Grant of Rights. During the Term, the NCAA hereby grants to Turner, in the Territory, the non-transferable licenses described below, in each case to be exercised in accordance with and subject to the terms, conditions, exceptions and limitations set forth in this Agreement (including, without limitation, those set forth in **Section 4**):

A. The NCAA Website. [REDACTED]

B. NCAA Marks & NCAA Designations.

1. [REDACTED] N [REDACTED]

[REDACTED]

2.

[REDACTED]

C. NCAA Content.

[REDACTED]

D. NCAA-Branded Games.

[REDACTED]

E. NCAA Electronic Mail.

[REDACTED]

F. NCAA Database.

[REDACTED]

[Redacted]

G. Publicity/Promotion. [Redacted]

[Redacted]

H. E-commerce. [Redacted]

[Redacted]

I. Data. [Redacted]

[Redacted]

J. [Intentionally Omitted.]

K. Sublicensing and Syndication. [Redacted]

[Redacted]

1. [Redacted]

[Redacted]

2. [Redacted]

3.

[REDACTED]

4.

[REDACTED]

5.

[REDACTED]

6.

[REDACTED]

[REDACTED]

L. Traffic.

[REDACTED]

M. Clarifications.

[REDACTED]

4. Exceptions and Clarifications with Respect to Digital Rights. The rights granted to Turner in **Section 3** (and the covenants of the NCAA set forth in **Section 3**) are subject to the following limitations, restrictions and exceptions:

A. NCAA Exclusive Rights.

1. NCAA Audio.

a.

[REDACTED]

b.

[REDACTED]

[REDACTED]

2. Social Media.

[REDACTED]

3. NCAA Domain Names other than NCAA Website. [REDACTED]

[REDACTED]

4. Ticket Sales and Hospitality Packages. [REDACTED]

[REDACTED]

5. NCAA Digital Platform Initiatives. [REDACTED]

[REDACTED]

B. Third-Party Rights.

1. Multi-Media Agreement.

[REDACTED]

2. Digitization Provider.

[REDACTED]

3. Other Rights.

[REDACTED]

a. Existing Other Rights.

[REDACTED]

b. Negotiating Other Rights.

[REDACTED]

[REDACTED]

c. Additional Restrictions on Other Rights. [REDACTED]

[REDACTED]

d. International Distribution. [REDACTED]

[REDACTED]

[REDACTED]

4. Development and Distribution of Live Game Data.

[REDACTED]

5. Development and Distribution of Completed Game Data.

[REDACTED]

6. Photographs.

[REDACTED]

7. DVDs.

[REDACTED]

8. March Madness Mark.

[REDACTED]

[REDACTED]

C. Other Exceptions to Exclusive Rights.

1. Internal Use.

[REDACTED]

2. In-Venue Use.

[REDACTED]

3. News Access.

[REDACTED]

4. NCAA Institution, NCAA Affiliated Member and Other Nonprofit Use of NCAA Marks.

[REDACTED]

5. NCAA Institution Use of NCAA Video and NCAA Content.

[REDACTED]

[REDACTED]

6. iHoops. [REDACTED]

7. Promotion of NCAA and NCAA Business Partner Initiatives. [REDACTED]

D. Clarifications. For avoidance of doubt, Turner agrees that to the extent that the NCAA has retained an exclusive right pursuant to this Agreement, or has granted any exclusive right under the Multi-Media Agreement, or has, in accordance with this Agreement, granted any Other Rights or those rights set forth in Exhibit F, Turner shall have no right to exploit the applicable right. As between the NCAA and Turner, the NCAA will be responsible for the arrangements it has entered into and enters into with respect to the rights the NCAA has reserved

under and/or grants per this **Section 4** and for the activities to activate, operate and utilize such rights and arrangements.

5. Financial Terms. In consideration of the Digital Rights granted hereunder, including the right to produce and Distribute NCAA Video, Turner agrees to pay the Royalties, which shall be determined in accordance with this **Section 5**.

A. Budget.

[REDACTED]

B. Royalties.

1. Recouped Costs.

[REDACTED]

[REDACTED]

2. Royalty Calculation.

a.

[REDACTED]

b.

[REDACTED]

[REDACTED]

3. Payment of Royalties.

[REDACTED]

[REDACTED]

4. Miscellaneous Clarifications and Requirements. [REDACTED]

[REDACTED]

a. [REDACTED]

[REDACTED]

[REDACTED], and/or other revenue-generating activities, in each case, as permitted under this Agreement.

b. [REDACTED]

[REDACTED]

C. P&L Statements; Gross Revenue Reporting. During each Contract Year, Turner shall provide to the NCAA: (i) within forty-five (45) days following the end of each fiscal quarter, (a) quarterly actual profit and loss statements with respect to the NCAA Digital Platform to the NCAA and (b) a quarterly statement of Gross Revenue, in form and substance reasonably satisfactory to the NCAA, computing both (x) aggregate Gross Revenue received by Turner during such quarter and (y) aggregate Gross Revenue received by type of revenue (*e.g.*, Advertising and Sponsorship revenue, sublicensing and syndication revenue, subscription revenue and other revenue) received by Turner during such quarter; and (ii) within forty-five (45) days following the end of each Contract Year, an actual profit and loss statement with respect to the NCAA Digital Platform for such Contract Year.

D. Audit.

I. By NCAA. The NCAA shall have the right to audit and inspect any books, records and other materials of Turner that are relevant to the computation of the Royalty payments required by this Agreement, and each such audit may only include books, records and other materials of Turner for that particular Contract Year and no more than for the three (3) immediately preceding Contract Years. The NCAA shall have access to Turner's officers and employees involved with this Agreement or involved with any activities conducted in accordance herewith, during normal business hours and upon advance notice (at least 30 days) on mutually agreed upon dates, and provided that such audit, inspection and access will not interfere with Turner's conduct of normal business operations. Turner must reasonably segregate its records in such a manner as to facilitate the foregoing audit and for purposes of clarification, NCAA shall not have the right to audit or inspect any books, records or other materials which are not relevant to the computation of the Royalty payments or the NCAA Digital Platform (*e.g.*, expenses, costs or revenues related to other Turner businesses). In the event that an audit by the NCAA (or its representatives) determines a payment deficiency for Royalties due versus Royalties actually paid by Turner, then Turner shall pay the Royalty deficiency. Once NCAA has audited or inspected the books, records and for other materials of Turner for a particular Contract Year, or

the aforementioned three year window has passed, the NCAA shall have no right to conduct any further audits or inspections for such Contract Years or look back to previous Contract Years.

2. By Turner. Turner shall have the right to audit and inspect any books, records and other materials of the NCAA that are relevant to the Recouped Costs claimed by the NCAA under **Section 11**, any expenses claimed by the NCAA under **Section 2.C.1.b**, or any revenues arising from the exploitation of any NCAA Digital Platform Initiative under **Section Section 2.C.1.b**, and each such audit may only include books, records and other materials of the NCAA for that particular Contract Year and no more than for the three (3) immediately preceding Contract Years. Turner shall have access to the NCAA's officers and employees involved with this Agreement or involved with any activities conducted in accordance herewith, during normal business hours and upon advance notice (at least 30 days) on mutually agreed upon dates, and provided that such audit, inspection and access will not interfere with the NCAA's conduct of normal business operations. The NCAA must reasonably segregate its records in such a manner as to facilitate the foregoing audit and for purposes of clarification, Turner shall not have the right to audit or inspect any books, records or other materials which are not relevant to the Recouped Costs claimed by the NCAA under **Section 11**, any expenses claimed by the NCAA under **Section 2.C.1.b**, or any revenues arising from the exploitation of any NCAA Digital Platform Initiative under **Section Section 2.C.1.b**. In the event that an audit by Turner (or its representatives) determines an overpayment by Turner or underpayment by the NCAA, then the NCAA shall refund the overpayment or pay the deficiency. Once Turner has audited or inspected the books, records and other materials of the NCAA for a particular Contract Year, or the aforementioned three year window has passed, Turner shall have no right to conduct any further audits or inspections for such Contract Years or look back to previous Contract Years.

6. Term, Termination and Extension of Term.

A. Term. This Agreement shall be valid and binding as of the Effective Date and, unless earlier terminated or extended pursuant to the terms hereof, shall continue through and including August 31, 2024 (the "**Term**").

B. Termination. This Agreement may be terminated by either party immediately upon written notice to the other party, if the other party (i) materially breaches this Agreement, and, if such material breach is capable of being cured, such material breach is not cured within thirty (30) days after the date on which written notice of such breach is given to the breaching party by the non-breaching party; or (ii) shall file in any court pursuant to any federal or state law, a petition of bankruptcy or insolvency, or for reorganization or for the appointment of a receiver or trustee of all or a substantial portion of such party's property, or such party shall make an assignment for the benefit of creditors or a petition in bankruptcy shall be filed against such party. In addition, this Agreement shall automatically terminate in the event of any termination or expiration of the Multi-Media Agreement for any reason. Any proper termination by either party pursuant to this **Section 6.B** shall not constitute a breach of this Agreement by such party or an election of remedies, or compromise or otherwise affect any other rights or remedies such party may have under law or at equity.

C. Extension of Term. Unless this Agreement is terminated prior to August 31, 2024, Turner shall have a prior negotiation right for extension of the rights granted by this Agreement for one (1) or more years subsequent to August 31, 2024. "**Prior negotiation right**" means that the NCAA shall initiate negotiations with and proceed in good faith with regard to price and all other terms and conditions as the NCAA shall elect during a period of fifteen (15) days selected by the NCAA after consultation with Turner. Such negotiation period shall conclude no later than December 15, 2023. If, by the end of such 15-day negotiation period, Turner and NCAA have not reached an agreement for the extension of all rights, the NCAA shall have the absolute right to enter into an agreement with any other Person with regard thereto. The prior negotiation right shall not prohibit the NCAA from negotiating with any other Person prior to or during such 15-day negotiation period, provided that the NCAA shall not accept an offer for the acquisition of rights granted by this Agreement prior to or during such period.

D. Transition Services. Upon termination of this Agreement (other than termination by Turner arising from any material breach by the NCAA), Turner (i) shall for a period of up to sixty (60) days after the effective date of such termination (the "**Transition Period**"), continue, at the NCAA's option, hosting, operating and supporting the NCAA Digital Platform; and (ii) shall, or shall cause its web hosting representative to, coordinate with the NCAA's new hosting company to endeavor to cause seamless operation and uninterrupted availability of the NCAA Website and the NCAA Digital Platform, including, without limitation, the delivery to the new hosting company of the NCAA Content hosted and maintained by Turner, the NCAA Database, and all other NCAA-owned data then in Turner's possession and necessary for the full and complete operation of the NCAA Website in accordance with past practices, from the new server location. For clarity, the NCAA understands that during the Transition Period, Turner would wind-down its operations in connection with the NCAA Digital Platform, such that services, technologies, products and other features formerly provided for the NCAA Digital Platform (excepting only the mission-critical aspects of the core components of the NCAA Digital Platform) might not be available during the Transition Period.

7. NCAA Marks; Ownership of Content; Clearances.

A. Ownership of NCAA Marks. NCAA shall own all rights in and to the NCAA Marks, and Turner agrees that all use of the NCAA Marks shall inure to the benefit, and be on behalf, of the NCAA. Turner acknowledges that its use of the NCAA Marks shall not create in it, nor shall it represent it has, any right, title or interest in or to such NCAA Marks other than the licenses expressly granted herein. Upon expiration or termination of this Agreement for any reason, all rights in the NCAA Marks granted under this Agreement shall automatically revert to the NCAA for the NCAA's sole use and disposition with no further rights retained by Turner or any Person or entity claiming rights through or from Turner.

B. NCAA Mark Usage Guidelines. Turner's license to use the NCAA Marks set forth in **Section 3.B** shall be subject to Turner's compliance with the NCAA's Mark Usage Guidelines attached hereto as Exhibit C.

C. Marks of NCAA Institutions. [REDACTED]



D. Ownership of NCAA Content; Ownership of Turner Content; Assignment.

1. NCAA Ownership. The NCAA shall own the exclusive worldwide right to the following, including, without limitation, the exclusive worldwide copyrights and other intellectual property rights therein: (i) all content, works of authorship and other intellectual property that was owned or controlled by the NCAA prior to the Effective Date; (ii) all content, works of authorship and other intellectual property that the NCAA creates independently of this Agreement; and (iii) all content of any nature whatsoever (including, without limitation, information, data, text, images, video, audio, documents and music) that covers, depicts or otherwise relates directly to an Event or the NCAA and is created in connection with this Agreement and/or the Digital Rights granted to Turner in this Agreement, whether developed by the NCAA, Turner or a third party, but in each case, excluding Third Party Materials. In addition, the NCAA shall own the exclusive worldwide rights in, and Turner hereby assigns to the NCAA (x) the trade dress, domain names and URLs of the NCAA Website, (y) the Fan Data and (z) the NCAA Database.

2. Turner Ownership. Turner shall own the exclusive worldwide right to the following, including, without limitation, the exclusive worldwide copyrights and other intellectual property rights therein: (i) all content, works of authorship and other intellectual property that was owned or controlled by Turner or its Affiliates or designees prior to the Effective Date; (ii) all content, works of authorship and other intellectual property that Turner creates independently of this Agreement, without any use of the Digital Rights granted to Turner in this Agreement; and (iii) all hardware, software and other technology that are used to operate the NCAA Digital Platform or otherwise provide the services hereunder (but, for clarity, excluding any NCAA Audio, NCAA Video, NCAA Marks, NCAA Institution trademarks, or NCAA Domain Names, which will be owned by the NCAA per **Section 7.D.1.**).

3. Assignment. To the extent this Agreement specifies that a party (the "**Copyright Owner**") shall own the copyright in a work, the other party (i) agrees that, to the extent permitted by law, such work shall be deemed a "work made for hire" (as that phrase is defined in Section 101 of the United States Copyright Act) for the Copyright Owner; (ii) hereby assigns all of its rights in the copyright in such work to the Copyright Owner; and (iii) agrees that it and its employees, agents, contractors and Affiliates shall take or cause to be taken any and all other actions reasonably deemed appropriate by the Copyright Owner party (including but not limited to execution of a separate assignment of copyright reasonably acceptable to both parties). Each party agrees promptly to execute and deliver all further instruments and documents that may be necessary or that the other may reasonably request in order for the other party to record the assignment of any copyrights that this Agreement specifies are to be owned by the other party and to secure registrations of such copyrights.

E. Third Party Materials; NCAA Content Announcers. Following request from the NCAA, Turner shall identify any Third Party Materials (and associated distribution rights related thereto) incorporated into NCAA Video produced by Turner. Notwithstanding anything to the contrary herein, all third party vendor software or other intellectual property utilized by Turner or by the NCAA to perform their respective activities will be and remain the property of the applicable third party vendor(s) (unless otherwise provided in the applicable agreement with the applicable third party). For avoidance of doubt, the commentary, name, likeness and performance of any talent secured by or on behalf of Turner and contained in the NCAA Content (including announcers and commentators) shall not be deemed to be Third-Party Materials, provided that the NCAA shall not use such commentary, name, likeness or performance (x) in connection with the commercial endorsement, or advertising or promotion, of any company, product or service, (y) as part of any video game or similar user-controlled offering, or (z) otherwise outside of the exploitation of the NCAA Content.

F. Assignment of NCAA Content. The NCAA agrees that it shall not transfer, assign or convey to any other Person any NCAA Content (for the avoidance of doubt, this **Section 7.F** shall not be construed to restrict the NCAA from granting a license or other authorize to use or Distribute any NCAA Content in accordance with the terms of this Agreement).

8. [Intentionally Omitted.]

9. Promotional Opportunities. Prior to each Contract Year, commencing with the 2010-11 Contract Year, the parties shall discuss and work together in good faith to develop a mutually agreeable promotional and marketing plan for the upcoming Contract Year. Each such promotional plan shall (i) identify opportunities for obtaining promotional inventory for the NCAA Digital Platform within other platforms controlled by the NCAA or its independent contractors (e.g., Traditional TV telecasts of third parties that telecast NCAA Events on Traditional TV), subject to the availability of promotional inventory in such other platforms and (ii) establish strategies for promoting the NCAA Digital Platform on other Turner Sports & Entertainment Digital properties (e.g., www.si.com and www.cnn.com), subject to availability of promotional inventory, via specific advertisements (e.g., banner advertisements, tune-in mentions) and editorial content that drives traffic to the NCAA Website. [REDACTED]

10. Advertising and Sponsorships. [REDACTED]

[REDACTED]

11. Enforcement of Rights.

A. Infringement.

1. During the Term, the NCAA, at its expense, will make reasonable efforts on an ongoing basis to take actions that the NCAA deems reasonably appropriate to prevent and address infringement and unlawful ambush marketing of the intellectual property rights it owns, including both proactive efforts, such as conducting audit searches and retaining trademark and domain name watching services to protect the NCAA Marks, and efforts in response to discovered infringement, such as a process for promptly sending "cease and desist" letters and similar enforcement notices. Notwithstanding the foregoing, Turner acknowledges that "reasonable efforts" in any given case may not necessarily impose an obligation on the NCAA to commence any civil action or other lawsuit to prevent and/or redress an infringement of the intellectual property rights it owns. In addition, the parties acknowledge that the NCAA's efforts and actions to address alleged infringement and unlawful ambush marketing by colleges and universities that are NCAA Institutions (but specifically excluding member athletic conferences and leagues) may be different from and, where appropriate (as reasonably determined by the NCAA based on potential negative impact on the NCAA, the NCAA Institution and/or the relationship of the NCAA to such NCAA Institution), less aggressive than, the NCAA's efforts and actions to address alleged infringement and unlawful ambush marketing by other parties. For clarity, neither of the two immediately preceding sentences shall be deemed to limit the NCAA's obligation to provide reasonable assistance to Turner under **Section 11.B.**

2. In the event that Turner learns of any infringement or threatened infringement of the NCAA Marks or the NCAA Content, Turner shall promptly notify the NCAA and shall provide the NCAA with reasonable information to enable it to assess the nature and extent of any infringement. The NCAA shall have the right, in its sole discretion, to determine whether any potential infringement is serious enough to justify its legal action. Any such proceedings shall be under the sole control of the NCAA and, if the NCAA decides to commence any proceedings, Turner shall provide reasonable assistance upon the NCAA's request at the NCAA's expense. Except as described in **Section 11.C**, any legal or other action by the NCAA with respect to such infringement shall be at the NCAA's own cost, and the NCAA shall be entitled to receive and retain for the NCAA's own use and benefit any recovery awarded in such action or lawsuit or any payments received by the NCAA as settlement in connection with such legal or other action.

B. Legal Action Taken by NCAA at Turner's Request or by Turner. In the event that the NCAA has not instituted legal or other action to prevent and/or redress an infringement of the NCAA Marks or NCAA Content, Turner may request in writing that the NCAA institute legal

action or take other steps to prevent and/or redress such infringement. In the event that NCAA (in its sole discretion) does not, within thirty (30) days of such written request (or a shorter period to the extent justified by the type of infringement), institute legal or other action, Turner may at its option take such steps as are reasonably necessary to prevent and/or redress the same. Such steps may include bringing a lawsuit or claim to restrain or redress such infringement, misappropriation, or other violation in the name of Turner, as the exclusive licensee of the applicable Digital Rights. If Turner decides to commence any proceedings in accordance with this **Section 11.B**, the NCAA shall provide reasonable assistance upon Turner's request at Turner's expense, including joining such legal proceeding as the owner of the applicable trademark, copyright or other intellectual property right if so requested by Turner.

C. Recoupment of Cost of Action. In the event that (i) the NCAA commences legal or other action at the request of Turner pursuant to **Section 11.B** or (ii) Turner takes legal or other action to prevent or redress infringement of the NCAA Content and NCAA Marks in accordance with **Section 11.B**, then (x) each party shall be entitled to recoup any out-of-pocket expenses in connection with such legal or other action as part of the Recouped Costs for the Contract Year in which such out-of-pocket expenses were incurred and (y) any recovery awarded in such action or lawsuit or any payments received by a party as settlement in connection with such legal or other action shall constitute Gross Revenues for purposes of this Agreement for the Contract Year in which such award or settlement payment was received. For clarity, (I) **Sections 11.B** and **11.C** are not intended to relieve the NCAA of its obligation to make those ongoing efforts described in **Section 11.A.1**, and (II) the NCAA's expenses related to the ongoing efforts described in **Section 11.A.1** shall not be counted as Recouped Costs of the NCAA.

12. Access to Event Venues.

A. The NCAA shall provide or shall cause all Event venues to provide a reasonable number of credentials for members of Turner staff and Turner vendors for access to all applicable Events, such determination to be in the NCAA's sole discretion (but provided that, to the extent that Turner fails to fulfill its requirements under this Agreement due to the NCAA's refusal to provide the number of credentials requested by Turner, the failure shall not be deemed a breach of this Agreement by Turner). Upon request, the NCAA will also provide Turner with a reasonable number of tickets and parking passes to NCAA Events. In addition, the NCAA agrees that reasonably suitable space shall be made available to Turner at Event venues for the installation and operation of the necessary equipment and materials to conduct the Baseline Requirements and other activities contemplated by the Content Plan, and to the extent third party media entities (e.g., holders of Other Rights) also require space at an Event venue, the NCAA will make a good faith effort to coordinate the logistics of Event space access so as to minimize potential conflicts between the respective media entities that are present.

B. The NCAA agrees to impose access restrictions with respect to each Event that prohibit a Person that enters the applicable Event venue from licensing or Distributing on a Digital Platform any video, audio, photographs or real-time (or near real-time) accounts depicting such Event, except as permitted in connection with (i) the exercise and exploitation of any of the Digital Rights by Turner or any of its sublicensees, (ii) the exercise and exploitation of any rights reserved by the NCAA under **Section 4**, and (iii) the NCAA's media credential policies, as such policies may reasonably be revised and amended from time to time (provided,

however, that such policies shall not (x) in any event allow for NCAA Video or NCAA Audio from a Game to be Distributed via Digital Platforms or (y) be revised in a manner that has a material, adverse affect on Turner's Digital Rights), in each case unless approved by Turner (provided that, if a revision proposed by the NCAA is based upon its reasonable anticipation of changes in applicable law, Turner shall not unreasonably withhold, condition or delay such approval, with a determination of reasonableness in such situation to take into account revisions to the prevailing media credential practices of other similarly situated sports leagues or organization based upon reasonable anticipation of changes in applicable law).

13. Tax Issues and Review Contingency.

A. UBTI. Turner shall not use or sublicense the NCAA Marks, or authorize the use of the NCAA Marks, in any manner that results in any payments to the NCAA being taxed as unrelated business taxable income under the Internal Revenue Code; provided that Turner shall not bear responsibility for or be deemed in breach of this **Section 2.A** if and to the extent that: (i) approval is not required under the NCAA's Mark Usage Guidelines and Turner uses (or sublicenses or authorizes the use) of the NCAA Marks only in a manner consistent with such guidelines or (ii)(a) Turner submits a written and materially accurate and complete description of a proposed use of the NCAA Marks for review and approval or rejection by the NCAA (unless such approval is expressly not required under the NCAA's Mark Usage Guidelines), (b) Turner affords the NCAA at least three (3) business days in which to approve or reject such proposed use and the NCAA does not reject such proposed use within such period, and (c) Turner uses (or sublicenses or authorizes the use) of the NCAA Marks only in a manner consistent with the written approval received from the NCAA. The NCAA shall respond to the request for approval or rejection within the three business days contemplated herein and shall not unreasonably withhold any proposed use of the NCAA Marks. If the NCAA fails to respond to Turner's written request described above within three (3) business days, such request shall be deemed for purposes of this **Section 13** to be approved. Turner agrees that the NCAA's response during such period may be by telephone or Electronic Mail correspondence. If the NCAA does not approve any proposed use hereunder, it shall provide Turner with the reasons for such disapproval.

B. Cooperation. Turner will fully cooperate with the NCAA to avoid taking any action that would result in the Internal Revenue Service treating all or part of the consideration hereunder as unrelated business taxable income. Turner shall require each advertiser or sponsor to abide by, and shall use commercially reasonable efforts to ensure that its actions are in full compliance with, the requirements and intent of this **Section 13.B**, including Section 513(i) of the Internal Revenue Code. To the extent that any potential advertiser or sponsor objects to such requirement, the NCAA, at Turner's request, will participate in discussions with the potential advertiser or sponsor regarding the need for such provisions and consider any proposed changes by the potential advertiser or sponsor.

C. NCAA Determination. Without limiting **Sections 13.A** and **13.B**, the NCAA shall have the right to determine, in its sole discretion, whether the consideration payable to it hereunder will be subject to unrelated business income tax and will adversely affect the tax-exempt status of the NCAA. In making any such determination, the NCAA may, in its sole discretion, request a private letter ruling from the Internal Revenue Service regarding any aspect

of this Agreement. The NCAA will notify Turner if the NCAA intends to seek a private letter ruling relating to the consideration being received by the NCAA hereunder, and will provide a copy of any private letter ruling request, at least five (5) business days in advance of sending in the request for the private letter ruling and will consider comments from Turner in response. If, at any time, the NCAA determines, in its sole discretion, that the consideration hereunder may be subject to unrelated business income tax and/or may adversely affect the tax-exempt status of the NCAA, all Parties hereunder shall use their respective best efforts to eliminate any such adverse consequence, which may require a mutually acceptable amendment or modification to this Agreement.

14. **Confidentiality.** Other than as may be required by applicable law, government order or regulation, or order or decree of any court of competent jurisdiction, the parties hereto each agree not to publicly divulge or announce, or in any manner disclose to any third party, any Confidential Information revealed by either party to the other party in connection with this Agreement, and also agree not to use such information except as necessary to perform their respective obligations under this Agreement. Notwithstanding the foregoing, the Confidential Information may be revealed (A) by a party to the extent that such information has become public knowledge other than by breach of this Agreement by such party, (B) by a party only to the extent necessary to enforce its rights hereunder, (C) by a party to its attorneys, accountants or potential sources of financing (whether by sale-leaseback or otherwise) or investment, but only to the extent necessary to fulfill the purposes for which disclosure is required, provided that such third parties either (i) enter into a confidentiality agreement on substantially the terms of this **Section 14** or (ii) are instructed to maintain confidentiality with respect to such information and the party making such disclosure shall have assumed in writing responsibility for any breach of this **Section 14** by any such attorney, accountant or potential source of financing (whether by sale-leaseback or otherwise) or investment; or (D) by a party to its Affiliates as long as they are subject to written obligations of non-disclosure and non-use consistent with those contained herein. In addition, the NCAA may reveal select terms and conditions of this Agreement to the NCAA Institutions, to the extent deemed reasonably necessary by the NCAA, and provided that (i) the NCAA consults with Turner prior to such disclosure regarding the terms and conditions of this Agreement that will be disclosed to the NCAA Institutions, and (ii) each such NCAA Institution is subject to the applicable NCAA's policies (x) with respect to non-disclosure (which policies shall include policies requiring the NCAA Institutions to maintain, subject to applicable law, the confidentiality of such terms and conditions) and (y) against use of such information for such NCAA Institution's own self-interest. If any Confidential Information is required to be disclosed by applicable law, government order or regulation, or order or decree of any court of competent jurisdiction, the party obligated to disclose such information shall (1) give the other party prior written notice of such intended disclosure and (2) if the other party so requests, use its reasonable best efforts to obtain an appropriate protective or comparable confidentiality order applicable to all information subject to disclosure.

15. **Assignment.** The rights and obligations under this Agreement and any rights granted by this Agreement are not transferable or assignable by a party (whether by operation of law, so-called "change of control" transaction, or otherwise) without the other party's prior consent. Notwithstanding the foregoing, either party may assign this Agreement or any rights, obligations, licenses, and/or benefits contained herein to an Affiliate, provided that (i) such Affiliate is capable of performing (*i.e.*, has similar capitalization, personnel and other means for performing)

all of the assigning party's obligations under this Agreement and (ii) such assignments shall not relieve such party of any obligation hereunder. This Agreement shall be binding upon and inure to the benefit of each of the parties' successors and, if permitted, assigns. The parties acknowledge that either party may use subcontractors to fulfill certain of its obligations to third parties or use third party services. In the event of an assignment, the assigning party shall ensure, prior to the assignment, that the assignee agrees in writing to fulfill all of the terms and conditions of this Agreement.

16. Representations and Warranties.

A. By NCAA. The NCAA represents and warrants that: (1) it has the right to grant Turner all of the rights granted to it herein, including without limitation the Distribution rights described hereunder, (2) the signatory to this Agreement has the power and authority to bind the NCAA to the terms and conditions of this Agreement, and (3) the NCAA shall not knowingly take any actions in an attempt to impair the rights Turner has acquired in this Agreement. Notwithstanding the foregoing, the NCAA makes no representations or warranties regarding the right to use any NCAA Marks outside of the Territory.

B. By Turner. Turner represents and warrants that: (1) it has the right to grant the NCAA all the rights granted to it herein, (2) the signatory to this Agreement has the power and authority to bind Turner to the terms and conditions of this Agreement, and (3) Turner shall not knowingly take any actions in an attempt to impair the rights the NCAA has acquired in this Agreement.

17. Indemnification.

A. General Indemnities.

1. Each party agrees to indemnify, defend and hold harmless the other party and its Affiliates from and against any and all claims, damages and/or expenses, including without limitation, reasonable outside attorneys' fees, ("**Claims**") arising from, or in connection with, a breach of any obligation, warranty or covenant of the party pursuant to this Agreement.

2. Each party also agrees to indemnify, defend and hold harmless the other party and its Affiliates from and against any and all Claims arising from, or in connection with, an allegation that the use, during the Term and in accordance with this Agreement, of any content (including, with respect to the NCAA, the NCAA Content other than the Minimum Editorial Content, and including, with respect to Turner, the Minimum Editorial Content), trademarks (including, with respect to NCAA, the NCAA Marks), other intellectual property (including, without limitation, works of authorship, inventions and data) or other items or materials that the party provides for use in connection with the NCAA Digital Platform infringes or violates any intellectual property rights or other rights of any third party.

3. Notwithstanding the foregoing, the indemnification obligations of this **Section 17.A.** shall not apply to Claims described in **Section 17.B.** and the parties' respective indemnification obligations with respect to such Claims shall be solely as set forth in **Section 17.B.**

B. Name and Likeness

1. NCAA Indemnity. The NCAA agrees to indemnify, defend and hold harmless Turner and its Affiliates from and against any and all Claims arising from, or in connection with, an allegation that any of the following violates any statutory or common law rights of privacy or publicity or any other rights of any individual, including, without limitation, any present or former student-athlete or coach of an NCAA Institution:

a. the recording, capturing or Distribution in accordance with this Agreement (whether on a live or delayed basis and whether on the NCAA Digital Platform or another platform (digital or otherwise)) of any NCAA Content consisting (in whole or in part) of an Event or highlights of an Event, or Clips for which NCAA grants NCAA Approval (but specifically excluding any Clips for which the NCAA does not grant NCAA Approval). As used herein, "*Clips*" means highlights from an Event that occurred in a prior Contract Year that primarily features a former (not current) individual coach or individual student-athlete of an NCAA Institution (e.g. Greatest NCAA Tournament Moments of Magic Johnson). For clarity, this **Section 17.B.1.a** shall not cover a Claim to the extent that the Claim is based on the content of any Advertising or Sponsorship, or the content of any marketing or promotional materials for the NCAA Digital Platform, which Claims are covered by **Sections 17.B.1.b** through **17.B.1.e** below;

b. the existence of pre-roll, post-roll, display, banner, pop-up or similar ads on a Digital Platform containing NCAA Content in accordance with this Agreement, provided that there is a visual separation between the applicable ad and the applicable NCAA Content. For pre-roll, post-roll and similar in-stream ads, such visual separation must consist of a minimum of 15 frames of black between such ad and the NCAA Content that follows (for pre-roll ads) or precedes (for post-roll ads) the in-stream ad. For other types of ads, the visual separation must consist of reasonable visual separation (taking into account the particular type of media and its relevant specifications) between the ad and the NCAA Content (e.g., a border separating a banner ad from NCAA Content). Such indemnification obligation shall not apply to the extent a Claim is based on the fact that such an ad constitutes a direct endorsement of a third party product or service by any individual (including any present or former student-athlete or coach of an NCAA Institution);

c. the Distribution in accordance with this Agreement (whether on a live or delayed basis and whether on the NCAA Digital Platform or another platform (digital or otherwise)) of any NCAA Content consisting (in whole or in part) of an Event or highlights of an Event, or of Clips for which the NCAA has granted NCAA Approval, within materials marketing or promoting the NCAA Digital Platform. Such indemnification obligation shall not apply to the extent that a Claim is based on the fact that a substantial portion of all such materials for a single Contract Year prominently feature the same student-athlete or coach. Such indemnification obligation shall also not apply to the extent that a Claim is based on the fact that the applicable material constitutes a direct endorsement of a product or service by any individual (including any present or former student-athlete or coach of an NCAA Institution), or to the extent that a Claim is based on the fact that the applicable material references or includes any third party products, services, brands or other materials. Such indemnification obligation shall further not apply to the extent that a Claim is based on (i) Clips that have not received NCAA Approval, or (ii) the fact

that video content or still photographs (or other still pictures) included in such materials prominently features any individual other than a present student-athlete or coach in his or her capacity as such;

d. any other marketing or promotion of the NCAA Digital Platform, regardless of whether it meets the criteria of **Section 17.B.1.c**, that is specifically provided for in the Content Plan or for which the NCAA has granted NCAA Approval prior to the activation thereof; and

e. any Advertising or Sponsorship, regardless of whether it meets the criteria of **Section 17.B.1.b**, that is specifically provided for in the Content Plan or for which the NCAA has granted NCAA Approval prior to the activation thereof.

f. to the extent the NCAA (or a third party on its behalf) provides Turner for Distribution any content other than the NCAA Content described in **Section 17.B.1.a** (e.g., biographical profile of student-athlete, account of NCAA executive meeting, etc.), the Distribution of such content in accordance with this Agreement. For clarity, this **Section 17.B.1.f** shall not cover a Claim to the extent that the Claim is based on the content of any Advertising or Sponsorship, or the content of any marketing or promotional materials for the NCAA Digital Platform, which Claims are covered by **Sections 17.B.1.b** through **17.B.1.e** above.

Without limitation of the foregoing, for purposes of clarity, an NCAA indemnification obligation under this Section 17.B.1 shall apply notwithstanding the fact that a Turner sublicensee was named in the applicable Claim and/or carried out the activities giving rise to the Claim; so long as (x) the Claim would have been the subject of an NCAA indemnification under Section 17.B.1 if the applicable activities had been carried out by Turner, and (y) the applicable sublicense was granted in accordance with this Agreement.

2. **Turner Indemnity.** Excluding the Claims described in **Sections 17.B.1.a** through **17.B.1.f**, Turner agrees to indemnify, defend and hold harmless the NCAA and its Affiliates from and against any and all Claims arising from, or in connection with, an allegation that the use by Turner (or by a Turner sublicensee of the Digital Rights under the applicable sublicense), whether on the NCAA Digital Platform or another platform (digital or otherwise), of any content, advertising or sponsorship produced or otherwise provided by Turner violates any statutory or common law rights of privacy or publicity of any individual. For the avoidance of doubt, a Claim shall be the subject of Turner's indemnification obligation under this **Section 17.B.2** to the extent that (i) it arises from, or in connection with, an allegation that any highlights (including, without limitation, Clips) that are used by Turner (or by a Turner sublicensee of the Digital Rights under the applicable sublicense) violates any statutory or common law rights of privacy or publicity of any individual, **and** (ii) the Claim is not described in one of **Sections 17.B.1.a** through **17.B.1.f**; regardless of whether the highlights were cut or otherwise created from video content that the NCAA (or a third-party telecaster on the NCAA's behalf) originally provided.

C. Indemnification Related to Sublicensees.

1. Turner shall indemnify, defend and hold the NCAA and its Affiliates harmless from any Claims arising from, or in connection with, any warranties made by or obligations of Turner or any sublicensee under any sublicense agreement entered into by Turner with respect to the Digital Rights, other than any Claims that are the subject of the NCAA's indemnification obligations hereunder.

2. The NCAA shall indemnify, defend and hold Turner and its Affiliates harmless from any Claims arising from, or in connection with, any warranties made by or obligations of the NCAA or any licensee under any license agreement entered into by the NCAA with respect to the rights reserved to the NCAA under **Section 4**, other than any Claims that are the subject of Turner's indemnification obligations hereunder.

D. Indemnification Process. A party seeking indemnification (the "*Indemnified Party*") shall notify the party obligated to provide indemnification (the "*Indemnifying Party*") promptly of any Claim by a third party received by the Indemnified Party to which the foregoing indemnity applies. The Indemnifying Party shall defend such Claim at its expense with counsel of its choice. The Indemnified Party shall have the right to participate in such defense at the Indemnified Party's own expense and with counsel of its choice, and each party shall cause its counsel to cooperate fully with the other party and its counsel. If the Indemnifying Party wrongfully fails or refuses to assume the defense of any third party Claim to which its indemnity applies (whether or not suit has formally been brought), it shall be responsible for payment of any settlement of such Claim reached by the Indemnified Party, as well as the costs and expenses (including reasonable attorneys' fees) incurred by the Indemnified Party in defending such Claim and/or in reaching such settlement and/or in enforcing this indemnification obligation. The Indemnifying Party shall not have any right, without the Indemnified Party's written consent, to settle any Claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to, or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnified Party.

18. NCAA Rules. Notwithstanding anything herein to the contrary, in connection with fulfilling its obligations hereunder and exploiting the Digital Rights granted hereunder, Turner agrees to strictly adhere to and comply with, and to cause all of its clients, advertisers, licensees, parent, Affiliates, subsidiaries, advertising/promotional agencies, staff and any sublicensees or other Persons with which it enters into any agreement as permitted hereunder, to strictly adhere to and comply with the NCAA Rules, which may be amended from time to time by the NCAA in its sole discretion; provided that the NCAA will not amend the NCAA Rules (i) primarily for the purpose of materially reducing or impairing Turner's rights hereunder (although it may make amendments that have such an impact as long as the underlying reason was to further its core purposes or core values), or (ii) in any of the following ways, in each case to the extent that such amendment causes a material adverse effect on Turner: (A) a material reduction in the number of NCAA Championships; (B) the creation of, the sanction of or the acquisition of rights to, other postseason tournaments or championships that materially diminish the status of the NCAA Championships hereunder; (C) the elimination or material reduction in the scope of the Digital Rights hereunder; (D) the grant of rights by the NCAA to another third party that violates or eliminates the exclusivity granted to Turner in this Agreement (provided, for clarity, that grants made in accordance with **Section 4** shall not violate this clause (D)); (E) a substantial expansion of the News Access Guidelines in effect as of the Effective Date; (F) grant of rights (other than

those made in accordance with **Section 4**) to colleges, universities or other NCAA Institutions. The NCAA agrees that any amendments or modifications of the NCAA Rules shall be made in a non-discriminatory manner. By way of example and not of limitation, if there is an amendment or modification to the NCAA Rules which alters the manner in which student-athlete names or likenesses may be used, such amendment or modification must apply to the NCAA Institutions, other media companies that have licensed rights from the NCAA, etc. Turner shall take no action that results in a student athlete or an NCAA Institution being in violation of any NCAA Rule. A copy of the current NCAA bylaws is available on one or more of the NCAA Website. The NCAA will provide copies of any other NCAA Rules to Turner upon request. Without limitation of the above, Turner will not be deemed in breach of the NCAA Rules to the extent that something has been approved by the NCAA or is otherwise contemplated by the Content Plan.

19. Miscellaneous.

A. Notices. All notices hereunder shall be in writing and shall be sent by personal delivery or by first class certified or registered mail, or by overnight or other courier, to the addresses of the parties set forth below, or such other address or addresses as may be designated by any party. Such notices shall be deemed to have been given (i) if mailed as provided above by any method other than overnight courier, on the third business day after the deposit in the mails, and (ii) if sent by overnight or other courier, upon delivery.

To Turner:

c/o Turner Sports Interactive, Inc.
1015 Techwood Drive
Atlanta, GA 30318
Attn: Chief Operating Officer, Turner Sports

With a copies to:

Turner Sports Legal Department
1050 Techwood Drive, 3rd Floor
Atlanta, Georgia 30318
Attn: Turner Sports Legal Department

To NCAA:

The NCAA
1802 Alonzo Watford Sr. Drive
Indianapolis, Indiana 46202-6222
Attn: President

With copies to:

1802 Alonzo Watford Sr. Drive
Indianapolis, Indiana 46202-6222
Attn: Scott Bearby

and

Robinson, Bradshaw & Hinson, P.A.
101 N. Tryon Street, Suite 1900
Charlotte, NC 28246
Attn: Robert Fuller and Graham Robinson

B. Construction. No amendment, modification, supplement or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties. A waiver of any provision hereof or the breach of any provision by any party in one instance shall not be deemed a waiver of the same in any future instance. Provision headings are solely for convenience and have no legal significance.

C. Independent Contractors. Nothing herein shall make Turner, on the one hand, and the NCAA, on the other hand, principal and agent or joint venturers. The parties are independent contractors with respect to one another, and no party shall have any authority to represent or bind another party in any manner or to any extent whatsoever.

D. Counterparts/Integration. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall represent one Agreement. This Agreement shall constitute the entire understanding between the parties with respect to its subject matter, shall supersede any prior agreements with the NCAA with respect to the subject matter of this Agreement. For clarity, and notwithstanding the foregoing, the Multi-Media Agreement shall remain in effect according to its terms, and nothing herein shall modify, amend or change the terms of such agreement. Each party shall execute and deliver all such documents as the other party may reasonably request for accomplishing the purposes of this Agreement. The Parties shall comply with all federal, state and local laws, statutes, codes, ordinances, rules and regulations relating to the matters covered hereunder.

E. Terminology. All personal pronouns used in the singular shall include the plural and vice versa. The words "include," "includes" and "including" are intended to be used for the purpose of illustration and not limitation, and are deemed to be followed by the phrase "without limitation." To the extent that any provisions of this Agreement are subject to the "mutual agreement" or "separate agreement" of the parties, the failure of the parties to reach agreement on any such provision does not constitute a failure of consideration, and does not render the remainder of the Agreement void or unenforceable.

F. Waiver of Subrogation. To the fullest extent permitted by law, the parties each waive all rights of subrogation against each other and any of their respective Affiliates, NCAA Institutions, contractors, subcontractors, agents and employees for damages caused by fire, windstorm, and other perils insurable under a property insurance policy.

G. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns, and it shall inure to the benefit of the parties hereto and their permitted successors and assigns.

H. Severability. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement. Notwithstanding the foregoing, any provision of this Agreement held invalid, illegal or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable, and the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances shall not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable.

I. Waiver of Compliance; Consents. The rights and remedies of the parties are cumulative and not alternative and may be exercised concurrently or separately. No failure or

delay by any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

J. Construction. Each Party acknowledges that such party and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Agreement.

K. Public Announcement. No party to this Agreement may distribute any press releases, announcement or public statement initially announcing the existence or disclosing the terms of this Agreement without the prior approval of the other party to the Agreement.

L. Survival. All provisions of this Agreement which expressly or by necessary implication survive the expiration of the Term or the earlier termination hereof including, without limitation, **Sections 6, 7.A, 7.D, 7.E, 17 and 19** shall do so.


M. Force Majeure. In the event and to the extent that either party's performance of its obligations hereunder is interrupted, delayed or prevented due to an act of God, inevitable accident, war, terrorist act, national emergency, government action or decree, strike or other labor dispute, fire, riot or civil commotion, extreme and unusual inclement weather, in each case to the extent not within the reasonable control of the NCAA or Turner, or for any other reason beyond the reasonable control of the NCAA or Turner (a "**Force Majeure Event**"), then, such party shall be excused from performance hereunder only with respect to such Force Majeure Event and only with respect to the obligation affected thereby (and the other party shall be excused from performance of its corresponding obligations), and all other rights and obligations of the parties hereunder shall not be affected in any manner. Notwithstanding the foregoing, the occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly takes all reasonable steps to circumvent or mitigate the underlying cause.

N. Governing Law and Dispute Resolution. In the interest of being guided by a well-developed body of law in the event of a dispute, the parties agree that: (i) this Agreement shall be interpreted and enforced in accordance with the laws of the State of Indiana pertaining to agreements negotiated, executed and performed therein, without application of any choice of law provisions thereof; (ii) the federal and state courts located in the State of Indiana shall have sole and exclusive jurisdiction over any disputes hereunder; and (iii) each party submits to the exclusive personal jurisdiction and venue of the aforesaid courts and waive any objection(s) thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

**THE NATIONAL COLLEGIATE
ATHLETIC ASSOCIATION**

By: 

Print Name: James L. Isch

Title: Interim President

**TURNER SPORTS INTERACTIVE,
INC.**

By: 

Print Name: Alexander P. Davis

Title: EVP/COO

EXHIBIT A
DEFINITIONS

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EXHIBIT B – LIST OF OTHER RIGHTS

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EXHIBIT C – NCAA MARK USAGE GUIDELINES

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EXHIBIT D – NCAA’S ADVERTISING AND PROMOTIONAL STANDARDS

October 17, 2005
(Update 1 – November 2006)
(Update 2 – April 2010)

Introduction

The NCAA’s advertising and promotional standards are designed to encourage those advertisements and advertisers that support the NCAA’s ideals and exclude those advertisements and advertisers (and others who wish to associate with NCAA activities) that do not appear to be in the best interests of higher education and student-athletes.

Advertisements, advertisers and others associated with NCAA events (*e.g.*, entities participating in NCAA championship fan fests) should be generally supportive of the NCAA’s values and attributes, and/or not be in conflict with the NCAA’s mission and fundamental principles.

In formulating these advertising and promotional standards, the NCAA reviewed the broadcast practices and standards documents of its primary television partners (*i.e.*, the CBS Television Network Advertising Guidelines and the ESPN Domestic Commercial Guidelines). In some cases, the NCAA adopted specific standards from these guidelines. Overall, the NCAA recognizes that these network guidelines help to maintain and assure a standard of appropriate advertising on NCAA championship telecasts.

The NCAA will work with each of its business partners (including CBS, Turner and ESPN) in reviewing in advance advertisements (*e.g.*, those that might be viewed as demeaning or in poor taste) or other questionable associations with the NCAA prior to the NCAA rendering a decision as to how these standards should apply in any given situation. The NCAA reserves the right to exercise flexibility as circumstances warrant.

Principles

The NCAA strives to be associated with entities and messages that:

- Promote the NCAA’s attributes: Learning, Balance, Character, Spirit/Passion, Community, and Fair Play.
- Champion the STUDENT-athlete, reflecting the integration and balance that student-athletes achieve every day between academics and athletics.
- Support diversity, gender equity, nondiscrimination, physical fitness, healthy behaviors, youth development, sportsmanship, ethical conduct, academic standards, student-athlete welfare and amateurism.
- Enhance the overall value of higher education.
- Project and enhance a consistent brand image and consistent public relations messages for the NCAA.

- Do not violate the fundamental principles and specific guidelines contained in this document.

Understanding the realities and challenges that commercial entities face in attempting to reach these objectives, the NCAA believes, at a minimum, that advertisements, advertisers and others who wish to be associated with NCAA events should not:

- Cause harm to student-athlete health, safety and welfare.
- Bring discredit to the purposes, values or principles of the NCAA.
- Negatively impact the best interests of intercollegiate athletics or higher education.

The NCAA reserves the right to disapprove any advertiser, advertisement or other association with the NCAA or its activities that in the NCAA's sole judgment violates the principles outlined above, which may be modified from time to time as part of the NCAA membership's continual review of Association policies and procedures.

Specific Examples

The items below are intended to provide specific examples of topics and entities that are, and are not, permitted to be associated with the NCAA or its events (marked below as **Permissible** or **Impermissible**, respectively). These examples are not meant to be exhaustive but instead were chosen to illustrate the application of the NCAA's principles outlined above. Over the years, NCAA business partners have questioned these topics and entities, and as a result, these examples are intended to address the most likely questions. For specific items or areas not listed below, the principles outlined above will govern. In any situation in which there is any doubt about appropriateness or adherence to the standards contained herein, the NCAA, after gathering input from the involved parties, shall review the situation on a case-by-case basis to determine, in its sole discretion, approval or disapproval. All questions about items or areas not listed should be directed to the NCAA's managing director of strategic activation.

[NOTE: Certain words are boldfaced below only to aid in locating specific items.]

Health Related Products

- **Hygiene-related products.** **P**
- Educational messages about the dangers of **sexually transmitted diseases** if done in a respectful manner. **P**
- **Health-related topics** or advertising, provided (1) such items are beneficial to one's physical or mental health and (2) all health-related and technical claims are supported by clinical or scientific evidence. **P**
- Federally approved **prescription drugs.** **P**
- **Sexual enhancement drugs** (e.g., ED drugs) that are federally approved, if no explicit descriptions of sexual side effects are used. **P** [NOTE: Television and radio ads containing such explicit language may be broadcast after 10 p.m. Eastern time.]

- **NCAA-banned substances*** (*e.g.*, stimulants, anabolic steroids, marijuana) and impermissible **Nutritional Supplements** that NCAA member institutions may not provide to student-athletes (*e.g.*, creatine, amino acids, ginseng)]. **I** (*Note: The list of NCAA-banned drug classes with examples substances is available at http://www1.ncaa.org/membership/ed_outreach/health-safety/drug_testing/banned_drug_classes.pdf)

Individuals, Agencies and Organizations

- Most **cause-related** organizations or events (*e.g.*, National Alliance of Breast Cancer Organizations) unless the cause endorses a controversial or unacceptable viewpoint. **P**
- **Professional** advertising (*e.g.*, dentists, doctors, lawyers). **P**
- **Governmental** agencies. **P**
- Individuals, organizations or associations organized as a recognized **not for profit**, unless (1) the ad or association endorses a political candidate or party, or (2) the ad or association advocates a viewpoint on controversial issues of public importance. [Sub-items (1) and (2) do not apply to television and radio advertising inasmuch as Federal rules/laws and networks' broadcast practices and standards take precedence in regard to political ads and controversial topics, respectively.] **P**
- **Nightclubs**, pool halls and other establishments that include adult entertainment, gambling and the like. **I**
- **Public personalities** whose personas/images are inappropriate for NCAA audiences (*e.g.*, those who promote hatred, misogyny or discrimination in their art). **I**
- Advocacy of viewpoints on **controversial issues** of public importance (*e.g.*, religious beliefs, political beliefs). **I**

Sports Issues

- **Professional athletes** or others connected with **professional athletics**, provided there are no explicit promotional references to professional teams, leagues or events. **P** [Note: This standard does not apply to a broadcast entity's tune-ins or promos for its upcoming programming that involves a professional team/event.]
- **Sports camps/clinics** (both private as well as those affiliated with a university), provided no recruiting service is promoted. **P**
- **Sports wagering**. **I**
- Organizations or companies primarily involved in **gambling** or gaming business activities (*e.g.*, publications, Web sites, products, services). This includes casinos, horse/dog racing tracks, off-track betting and state-run lotteries. **I**
- Names, pictures or likenesses of currently **eligible NCAA student-athletes**, unless specifically authorized by the NCAA and appropriate releases have been obtained. **I**

- **Athletics recruiting services. I**

Children/Youth Protection

- **Child-directed** topics or advertising, with the understanding that all applicable laws are met. **P**
- Firearms, ammunition, and other **weapon**-related items. **I**
- Gratuitous **violence** of any kind, including ads depicting reckless, disorderly or destructive fan behavior. **I**
- Material that is defamatory, **obscene**, profane, vulgar or otherwise considered socially unacceptable or offensive to the general public. **I**
- Overt and demeaning portrayal of males and/or females as **sexual objects. I**
- Depiction of any student-athlete subgroup in a **degrading, demeaning or disrespectful manner. I**
- Promotions for **motion pictures, television programming or interactive games** that are rated “NC-17 (formerly “X”) or their television/interactive game equivalents. **I**

Alcohol and Tobacco

- Anti-**smoking**, anti-**drinking** or anti-**tobacco** activities or items. **P**
- **Malt beverages, beer and wine** products that do not exceed six percent alcohol by volume, provided:
 - (i) such advertisements do not compose more than 14 percent of the space in the NCAA publication (*e.g.*, game program) devoted to advertising or not more than 60 seconds per hour of any NCAA championship programming,
 - (ii) such advertisements or advertisers incorporate “**Drink Responsibly**” educational messaging *, and
 - (iii) the content of all such advertisements is respectful (*e.g.*, free of gratuitous and overly suggestive sexual innuendo, no displays of disorderly, reckless or destructive behavior) as determined by the NCAA on a case-by-case basis. **P**

* (1) For television and radio, there is flexibility as to how the advertisement or advertiser can provide the “Drink Responsibly” messaging. The NCAA will review and determine on a case-by-case basis what is considered an adequate level of such messaging, which should be commensurate with the following general standard: a voice-over and/or super (on-screen text) of at least 3 seconds in a 30-second commercial; or a minimum of 5 seconds in a 60-second commercial). (2) For radio, consist of a voice-over for a minimum of 3 seconds for a 30-second commercial or 5 seconds for a 60-second commercial. (3) For print or Internet, acceptable “Drink Responsibly” messaging, at a minimum, must consist of text and/or graphics so as to make the tag easily legible in relation to other text in the ad. [It is recommended that all proposed tags be submitted for NCAA review in each case, regardless of TV, radio, print or Internet.]

- **Alcoholic beverages** (except as specified above). **I**
- Companies primarily involved in the manufacture or sale of **tobacco** or tobacco-related products/services. **I**

Legal/Technical

- **False**, unsubstantiated or unwarranted claims for any product or service, or any unauthenticated testimonials. **I**
- Ambiguous, misleading or **deceptive** statements. **I**
- Terms or implications that the NCAA, its member institutions/conferences, or the faculties, employees or students of such member institutions/conferences recommend, **endorse** or certify any product or service, or are employed or engaged by the commercial entity. **I**
- Any act or anything contradicting or in any way impairing or tending to impair the NCAA's **exclusive right**, title and interest in and to NCAA Marks. **I**
- **Infringements** or violations of any law, agreement or other rights of any kind whatsoever, of any person or entity including, without limitation, rights affecting copyright, patent, trademark, unfair competition, contract, defamation, privacy and/or publicity. **I**
- Attacks or other **disparagements** of the NCAA or its members. **I**
- Unless proper authorization exists, **NCAA marks and logos** (*e.g.*, March Madness, Big Dance, Final Four, the names of NCAA championships) and NCAA championship brackets, including ambush marketing that impairs NCAA rights and goodwill through an improper association. **I**

[NOTE: NCAA marks available for use by authorized entities, with prior approval, can be found at <http://www1.ncaa.org/eprise/main/Public/CBA/Trademarks.html>]

- For championship **game programs ads**, any products or services that are competitive with those product/service categories of NCAA corporate champions (*i.e.*, currently, Coca-Cola, General Motors/Pontiac and Cingular). **I**

Process

The NCAA president shall have the authority to rule in cases where doubt exists concerning acceptable advertisers and/or advertisements associated with NCAA championships and other NCAA related activities.

The NCAA staff will carry out the president's authority over these standards on a day-to-day basis. The senior vice-president for basketball and business strategies will consult with other NCAA staff in the area being affected (*e.g.*, brand management staff, championships staff to the extent the advertising is to be placed during the broadcast of NCAA championships) before making the final decision. The managing director of public and media relations, as well as in-house counsel, shall be consulted, as necessary, before communicating final decisions.

The NCAA will use commercially reasonable efforts not to apply any substantive changes to its advertising and promotional standards without proper notice to its business partners (*e.g.*, have changes be effective at the beginning of the next academic year).

EXHIBIT E – NCAA MARKS

NCAA TRADEMARKS (April 17, 2010)

And Then There Were Four®
College Cup® to – Division I men's and women's soccer only
(2) College World Series® – Division I baseball only
CWS™ – Division I baseball only
Eight at the Plate® – Division I baseball only
Elite Eight®
Elite 8®
F4™ – Division I men's or women's basketball only
Final 4® – Division I men's or women's basketball only
Final Four Friday® – Division I men's or women's basketball only
Final Four® – Division I men's or women's basketball only
Frozen Four® – Division I men's and women's ice hockey only
JJ Jumper® – Collegiate basketball only
(1) March Madness Mark – Division I men's or women's basketball only
Men's College Cup® – Division I men's soccer only
Men's Elite Eight®
Men's Final 4™ – Division I men's basketball only
Men's Final Four™ – Division I men's basketball only
Men's Frozen Four® – Division I men's ice hockey only
National Collegiate Athletic Association®
National Collegiate Championships®
NCAA Basketball®
NCAA College Cup® – Division I men's and women's soccer only
NCAA Sweet 16® – Collegiate basketball only
NCAA Sweet Sixteen® – Collegiate basketball only
NCAA Championships®
NCAA®
Road to the Final Four®
Selection Sunday™
Stagg Bowl® – Division III football only
The Big Dance® – Division I basketball only
The Final Four® – Division I men's or women's basketball only

The Greatest Show on Dirt® – Division I baseball only
The Road Ends Here
The Road to Atlanta™
The Road to Cary™
The Road to Cleveland™
The Road to Detroit™
The Road to Indianapolis®
The Road to Minneapolis™
The Road to New Orleans™
The Road to Omaha®
The Road to San Antonio™
The Road to San Diego™
The Road to St. Louis™
The Road to the Final Four®
Women's College Cup® – Division I women's soccer only
(2) Women's College World Series® – Division I women's softball only
Women's Elite Eight®
Women's Final 4® – Division I women's basketball only
Women's Final Four® -- Division I women's basketball only
Women's Frozen Four® -- Division I women's ice hockey only

(1) March Madness Mark and related marks: March Madness Athletic Association LLC owns the registration to the March Madness Mark and Midnight Madness. The NCAA is the exclusive licensee of such marks in connection with the Men's Basketball Championship and the Division I Women's Basketball Championship.

(2) College World Series and Women's College World Series: The NCAA is the exclusive licensee of these marks, registered by Major League Baseball, in connection with the NCAA Division I Men's Baseball Championship and the Division I Women's Softball Championship.

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