

LICENSE AGREEMENT
FOR CNN NEWSOURCE IN THE CLASSROOM PROGRAM

This License Agreement (the "Agreement") is made this _____ day of _____, 20____, by and between _____ having a principal place of business at _____ (the "Licensee") and CNN NEWSOURCE SALES, INC., having a principal place of business at One CNN Center, Suite 12N, Atlanta, Georgia 30303 ("CNN-NS").

1. Grant of Limited License. During the Term (as hereinafter defined) hereof and subject to the terms and conditions contained herein, CNN-NS hereby grants to Licensee a limited, revocable, non-exclusive, non-transferable license (the "License") to record and exhibit for educational purposes only the news and information programming known as "CNN Newsource" (the "Service"), which is more fully described in Schedule A attached hereto and incorporated herein.

2. Distribution of Service. Except as otherwise set forth on Schedule B attached hereto and incorporated herein, Licensee agrees (a) that the Service available therein shall be distributed by the School (i) only over the closed-circuit cable or other internal audio-visual facilities of the School, (ii) only to students and faculty of Licensee, (iii) only within the physical boundaries of Licensee, and (iv) only for educational purposes, and (b) not to distribute, exhibit or use, or authorize the distribution, exhibition or use of the Service or any portion thereof by or through any other means whatsoever or for any other purposes. Licensee hereby indemnifies and holds harmless CNN-NS and Cable News Network, Inc. ("CNN"), (including their parent, subsidiary and affiliated companies, and each of their directors, officers, employees, agents, successors and assigns), from any and all liability related to Licensee's failure to strictly and completely comply with the terms and conditions of this Section 2.

3. License Restrictions. The License is subject to the following use restrictions:

(a) In the event Licensee is permitted to distribute its newscasts for basic cable exhibition or free over the air broadcast pursuant to Schedule B, Licensee may not distribute (i) any Content (as defined in Schedule A) originating or designated by CNN-NS as originating from another CNN-NS Program Licensee located in Licensee's Nielsen Designated Market Area or (ii) any other Content designated by CNN-NS as unavailable to Licensee.

(b) All Content may only be distributed within ten days of its initial uplink to the Satellite (defined herein), or such shorter time as designated by CNN-NS from time to time.

(c) No Content, or derivative work thereof, may be distributed by radio simulcast, secondary audio programming(s), subtitle or dubbing.

(d) No Content may be used as any part of any opening, closing or repeated bumper.

(e) Unless otherwise expressly authorized by this Agreement, Licensee may not modify, alter or delete any rights notice (e.g. copyright and fonts) within the Content, including those of third parties, and shall include all appropriate attribution to CNN or to CNN-NS Program Licensees, as applicable.

(f) Licensee may not edit the Content in such a way as to compromise the professional integrity or editorial or technical quality of, or misrepresent any statements or facts contained in, the Content.

(g) Licensee may not excerpt any Reuters or AP material from the Content.

4. License Term. The term of this Agreement and the license granted herein shall begin upon execution hereof and shall continue perpetually thereafter until terminated by either party hereto as permitted herein (the "Term"). CNN-NS may terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to Licensee. After one year from the date this Agreement is executed, Licensee may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to CNN-NS.

5. Reciprocal Content. In exchange for the license granted herein, Licensee agrees to cooperate with CNN-NS and provide coverage of news events that occur in the area normally covered by Licensee's news department or news resources, if any ("Licensee News"). Licensee agrees to make the Licensee News available to CNN immediately upon request and without delay or limitation, and hereby grants a license to CNN-NS for use of Licensee News by CNN-NS and CNN, and their affiliates and licensees, in any medium or forum and for any programming purpose and at no charge; provided, however, CNN-NS agrees to reimburse Licensee for all

reasonable out-of-pocket expenses incurred by Licensee in delivering Licensee News to CNN-NS or CNN.

6. Delivery. CNN-NS shall cause the Programs to be uplinked to a United States domestic communications satellite ("Satellite") and/or available via internet download. The Service may be digitally compressed or may be encoded, scrambled, re-encoded, and re-scrambled, or both, at the option of CNN-NS. The Service shall be subject to interruptions arising from maintenance of delivery apparatus. CNN-NS makes no representation or warranty with respect to the continuing availability, continuity, or quality of reception of the Service; provided, however, that CNN-NS agrees that it will use commercially reasonable efforts to insure that CNN-NS produces and sends a signal or file of high quality in accordance with generally accepted industry standards. CNN-NS will be responsible for the payment of all satellite uplink tariffs resulting from fulfillment of its obligations under this paragraph. Unless otherwise expressly stated herein, Licensee will be solely responsible for the acquisition, construction, operation and maintenance of all facilities and equipment (including without limitation satellite downlink dishes, decoders and digital receivers, integrated receiver decoders (IRDs) and/or sufficient bandwidth) necessary to receive the Service from the Satellite or the internet, and all costs related thereto (including without limitation any applicable tariffs and the cost of decoding and descrambling the signal) and to distribute the same under the License.

7. Modifications to Service. Notwithstanding anything herein to the contrary, CNN-NS reserves the right to: (i) modify the time and frequency of availability of the Service or any parts thereof; (ii) modify the format, characteristics, length and nature of the Service of any parts thereof; (iii) alter the time periods for distribution of the Service; or (iv) modify the method in which the Service is distributed or received, or any combination of the foregoing.

8. Withdrawal. Licensee expressly agrees to timely distribute any and all retractions, corrections, and follow-up stories related to any Content distributed by Licensee, if directed by CNN-NS. In the event CNN-NS deems it necessary or advisable to withdraw any programming licensed hereunder due to any question concerning any rights therein or any claim with respect thereto, CNN-NS will notify Licensee thereof and Licensee's license will be deemed revoked thereby with respect to such programming. Any such withdrawal will not constitute a breach of this Agreement.

9. Broadcast Matter and Disclosures. To enable CNN-NS and Licensee to fulfill obligations under Section 317 and Section 507 of the Federal Communications Act of 1934, as amended, concerning broadcast matter and disclosures relating thereto, CNN-NS shall disclose to Licensee any information of which CNN-NS has knowledge, or which has been disclosed to CNN-NS, concerning the inclusion of any matter in the Service for which money, service or other valuable consideration is directly or indirectly paid, or promised to or charged or accepted by CNN-NS, or any employee of CNN-NS, or any other person with whom CNN-NS deals in connection with the preparation or production of the Service or any element thereof. As used in this Paragraph, the term "service or other valuable consideration" shall not include any service or property furnished without charge or at a nominal charge for use in, or in connection with any of the Service "unless it is so furnished in consideration for identification in the broadcast with any person, product, service, trademark or brand name beyond identification which is reasonably related to the use of such service or property on the broadcast", as such terms are used in Section 317 of the Act. The provisions of this Section requiring the disclosure of information shall not apply in any case where, because of a waiver made by the Federal Communications Commission under Section 317(d) of the Act, an announcement is not required to be made under Section 317. The inclusion in the Service of the announcement required by said Section 317 shall constitute the disclosure to Licensee required by this Section, notwithstanding any provision herein to the contrary.

10. Ownership and Promotion.

(a) Ownership of Service and Logos. CNN-NS shall maintain sole editorial control over the selection of Content in the Service, and that all rights and title in and to the Service, Content, formats and creative material related thereto and all intellectual property rights in and to the Service and Content shall, as between CNN-NS and Licensee, remain vested in CNN-NS. Each party acknowledges that the other party is the owner or authorized licensee of such other party's names, call letters, URLs, logos and all other trademarks and/or service marks ("Marks") and that except as specifically authorized herein, neither party shall be entitled to use the Marks of the other party in any manner whatsoever without the prior written consent of such other party.

(b) Use of CNN Marks. CNN-NS agrees that Licensee may display CNN-NS' Marks to provide the attribution and rights notices described in Section 3 of these Terms and Conditions.

(c) Use of Licensee Marks. Licensee agrees that CNN-NS, CNN and their affiliates and licensees shall be entitled to use Licensee's Marks in connection with the exhibition or use of Licensee News, and CNN-NS, CNN and their affiliates may use Licensee's Marks in promotion of the Service, and may use in such promotions the name, picture or likeness of any of Licensee's anchors, correspondents or other news personnel and any Licensee News.

11. LIMIT OF LIABILITY. LICENSEE AGREES THAT CNN-NS SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR REVENUES OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN THE EVENT OF ANY BREACH OF THE AGREEMENT BY CNN-NS, AND LICENSEE FURTHER AGREES THAT CNN-NS'S LIABILITY FOR ANY SUCH BREACH SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES SUFFERED BY LICENSEE FROM SUCH BREACH.

12. Licensee Warranties. Licensee represents and warrants that: (a) it has the right, power and authority to enter into and perform this Agreement; (b) it has secured or agrees to secure and maintain all authorizations, permissions and licenses necessary to perform hereunder; and (c) it has read and understands all of the terms and conditions of this Agreement, and all of the terms and conditions of the attachments hereto, and agrees to accept and comply specifically with all of these terms and conditions.

13. CNN-NS Warranties. CNN-NS hereby represents and warrants that: (a) it is an affiliated corporation of Cable News Network, Inc.; and (b) it has the right, power and authority to grant Licensee the license to use the Service as herein provided. CNN-NS makes no other warranties whatsoever, either express or implied, and Licensee hereby acknowledges and agrees that Licensee uses the Service solely at its own risk.

14. Music. Licensee acknowledges that the performing rights in and to musical compositions in the Service (if any) are: (a) available for license through the American Society for Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or SESAC, Inc.; (b) controlled by CNN-NS to the extent necessary to permit Licensee's use of the Service as permitted herein; or (c) in the public domain. To the extent rights and clearances to musical compositions and recordings are necessary for Licensee's use of the Service and are not controlled by CNN-NS, Licensee acknowledges and agrees that such rights and clearances are not granted herein, and Licensee is solely responsible for the acquisition thereof.

15. Assignment. Neither party may assign or delegate this Agreement, or any of the rights or obligations hereunder, in whole or in part nor voluntarily or by operation of law, without the prior written consent of the other party, except that CNN-NS may assign this Agreement to an Affiliate or a purchaser of all or substantially all of its assets without obtaining the consent of Licensee.

16. Governing Law. Regardless of the place of execution or performance hereof, this Agreement, all amendments hereto and all issues and/or controversies arising herefrom shall be governed by and construed in accordance with the laws and decisions of the State of Georgia applicable to contracts made, entered and performed entirely therein. Licensee agrees to service of process by, and personal jurisdiction in, any competent court in the State of Georgia and the parties agree that the State of Georgia shall be the exclusive forum for the resolution of all matters arising from or related hereto.

17. Notices. All notices required to be given herein shall be given in writing either by personal delivery Newssource in the Classroom License Agreement (Updated 2012)-2

(delivery acknowledged), by certified mail (return receipt requested), or by overnight courier (delivery confirmed) at the respective addresses of the parties hereto hereinabove set forth, or such other addresses as may be designated in writing by either party. All notices tendered hereunder shall be deemed given on the date of actual delivery thereof.

18. Entire Agreement. This constitutes the Entire Agreement between the parties with all prior understandings, agreements and representations being merged herein. This Agreement may not be changed, modified or terminated except as specifically provided herein or by an agreement in writing signed by the parties hereto.

IN AGREEMENT with the terms and conditions expressed herein, the authorized representative of CNN-NS and Licensee hereunto affix their signatures, where and as indicated below.

CNN NEWSOURCE SALES, INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

SCHEDULE A

DESCRIPTION OF PROGRAMMING

CNN NEWSOURCE

Type of License: NON-EXCLUSIVE

Language Version: ENGLISH

Description: CNN NEWSOURCE provides video segments (both raw and packaged) and live events coverage (the “Content”), generally consisting of national and international news, sports news, finance news, weather reports, news features and other news programming as CNN-NS may, from time to time, elect to produce or provide. CNN NEWSOURCE will initially include the following:

- a. Recorded Video: Raw video (unedited video without narration), packaged video (edited video with narration) and natural packaged video (edited video with a narration script available), including feature programming;
- b. Live News Content: Events-based live Content (e.g. news conferences and breaking news);

Usage Restrictions: Except as otherwise provided in the Agreement or set forth below, Licensee may excerpt and/or distribute in full, live or on a tape-delayed basis, for inclusion and integration as desired by Licensee into Licensee's originally produced local news or current affairs programming, whether edited or unaltered, any or all of the CNN NEWSOURCE Content (except CNN Newsource Content originating or designated by CNN-NS as originating from another CNN-NS Program Licensee in the Market or CNN Newsource Content designated by CNN-NS as unavailable to Licensee). Licensee may use, in its originally produced news and current affairs programming, the CNN NEWSOURCE Content as many times as desired by Licensee (subject to the restrictions set forth in the Agreement and on CNN Newsource advisories, scripts, slates or rundowns). Notwithstanding anything to the contrary contained in the Agreement, the License granted to Licensee pursuant to this Description of Programming shall include Licensee's right to use and perform the theme music specifically contained in the Newsource Live feature programs when such programs are exhibited in their entirety. Licensee may use CNN Newsource Content comprising materials of sporting events subject to the applicable league rules. Licensee is solely responsible for identifying and following such league rules.

Content designated or fonted as being “from” a third party source is used by Cable News Network, Inc. pursuant to the doctrine of Fair Use under the Copyright Act of 1976, and Licensee shall be responsible for making its own independent determination as to whether such Content may be lawfully exhibited pursuant to the doctrine of Fair Use and shall be solely responsible for any use of such Content. Licensee agrees to hold harmless and indemnify the CNN-NS Indemnified Parties from and against any and all claims, liabilities, damages, costs and expenses (including but not limited to reasonable attorneys' fees, court costs, and an allocable portion of in-house legal costs) arising out of or related to any distribution or use of such Content by Licensee.

Licensee agrees to hold harmless and indemnify the CNN-NS Indemnified Parties from and against any and all claims, liabilities, damages, costs and expenses (including but not limited to reasonable attorneys' fees, court costs, and an allocable portion of in-house legal costs) arising out of or in any way related to injury to or harm suffered by any employee, agent or representative of a CNN-NS Indemnified Party occurring on Licensee's premises during installation or maintenance of, or other service related to, the printer, satellite dish, fiber optics or other equipment intended to receive CNN NEWSOURCE and materials related thereto.

SCHEDULE B

CNN-NS agrees that during the Term of the Agreement, Licensee shall be entitled to incorporate the Service in its student-produced newscasts for basic cable exhibition or free over the air broadcast exhibition on public broadcasting stations as provided this Schedule B, which is incorporated herein by reference and made a part of this Agreement. Licensee acknowledges and agrees that its use of the Service shall be governed by the terms and conditions set forth in the Agreement.

Initial: _____
Licensee

Initial: _____
CNN Newsource Sales, Inc.

**NONCOMMERCIAL CABLE CHANNELS ON WHICH STUDENT
PRODUCED NEWSCASTS ARE CABLECAST**

Channel #	Name of Cable System	Location (City/State)	Newscast Length	# Per Week

**NONCOMMERCIAL PBS STATIONS ON WHICH STUDENT
PRODUCED NEWSCASTS ARE BROADCAST**

Channel #	Call Letters	Location (City/State)	Newscast Length	# Per Week

Broadcast Uplink Capability: Yes _____ No _____

If yes, is the uplink capability on campus and easily accessible for uplinking to CNN? Yes _____ No _____

If you are capable of uplinking student-produced material to CNN, please provide the appropriate contact:

Name of Contact

Title of Contact

Phone # of Contact