

MEMO TO: TELEVISION AND RADIO NEWS DIRECTORS AND PRODUCERS
FROM: CRAIG MILLER
DATE: January 23, 2012
SUBJECT: 2012 USA Basketball Video and Audio Highlights License for United States and Canada

Attached are the terms of the license for your use of videotaped, filmed or audio excerpts from USA Basketball ("USAB") games (referred to below and in the attached license as "Highlights"). Please provide a copy of this license to each member of your staff responsible for compiling and producing Highlights.

USAB has granted NBA Entertainment ("NBAE") the exclusive right to license (and authorize others to distribute) Highlights. Accordingly, no telecaster (or news packager, syndicator or any other party that is not specifically authorized by NBAE) has the right to license or otherwise authorize the use or distribution of Highlights. Any request for use of Highlights from your programs or game telecasts must be referred to NBAE.

Highlights are licensed on the condition that they are to be used in accordance with the attached license exclusively for news reporting purposes by those television and radio stations or networks in the United States and Canada that have received the attached license (and by no other person or entity). Any non-editorial, commercial or promotional use of Highlights through any form of media, including, but not limited to, electronic downloading or retransmission of Highlights, is expressly prohibited without the prior written consent of NBAE.

In addition, USAB has granted NBAE the exclusive right to license USAB identifications are trademarks, copyrighted designs and other forms of intellectual property. Recipient understands and acknowledges these rights of NBAE and agrees to adhere to these conditions and those limitations set forth in the attached license.

Any violation of the attached license may cause revocation of the license and/or subject the offending party to any other remedy available USAB and/or NBAE.

In the event that you (i) wish to use Highlights at such times and/or in circumstances not expressly permitted by the attached license, or (ii) need additional game footage, audio excerpts from USAB games or archival footage from the USAB Library, please contact Meredith Fox at 201/974-6432. Without limiting the foregoing, use of game footage or audio excerpts in pre-game shows, weekly sports highlights programs, coaches programs or in commercials or on-air promotional announcements requires the specific prior written approval of NBAE.

Credentials for on-site game coverage by legitimate news organizations are issued separately by USAB and are subject to the conditions and limitations contained therein. Any use of filmed,

videotaped or audio material gathered "on-site" is subject to the terms of such credentials, the attached Video and Audio Highlights License, other applicable USAB policies (e.g., the Policy for Online Use by Media, which can be found at www.usabasketball.com, and the conditions on reporting and transmitting updates regarding games in progress that are displayed in the arena) or, where applicable, as provided in such other license agreement entered into with USAB or NBAE. Please note that (i) the attached license does not in any way grant the recipient the right to broadcast or record any material "on site" at a USAB game and (ii) all property rights with respect to any footage or audio of a USAB game obtained "on-site" belongs to USAB, and any use or distribution of such footage or audio must be properly cleared through NBAE.

2012 USA BASKETBALL VIDEO AND AUDIO HIGHLIGHTS LICENSE FOR THE UNITED STATES AND CANADA

1. Videotaped, filmed or audio excerpts of a USA Basketball ("USAB") game ("Highlights") may be used only by the news organization which has received this license solely for news purposes in the recipient's regularly scheduled television or radio news programs in the United States and Canada up to 72 hours after the completion of the game to which they pertain.
2. Highlights from any one USAB game that has been completed may not exceed two minutes per hour.
3. Highlights of USAB games in progress may be used, provided that any such Highlights may not exceed 30 seconds per hour and may only include Highlights of the first half of such game.
4. Highlights from USAB games cannot exceed five minutes within any continuous hour of programming.
5. Visual "courtesy" credit (or oral -courtesy" credit for radio) of at least three seconds for the Highlights must be given to (i) USAB, and (ii) the applicable telecaster or radio broadcaster as Highlights are displayed or broadcast (e.g., "Courtesy USAB/NBA TV"; or for footage obtained via separate license from NBA Entertainment, "Courtesy NBA Entertainment").
6. All copyrights, proprietary interests and other incidents of ownership in and to the Highlights (whether obtained -on site", from a game telecast or otherwise) shall belong to, and remain vested in, NBA Entertainment. USAB has granted to NBA Entertainment the exclusive rights to license game footage and audio excerpts from USAB games. This license does not in any way grant the recipient the right to broadcast or record any material -on-site" at a USAB game.
7. No television station, national network or local cable origination channel may incorporate, superimpose, or "burn-in" into any Highlights a logo, trademark, advertisement, scoreboard or other graphic without prior written permission from NBA Entertainment.
8. In consideration for the grant of this license, recipient agrees, upon the request of USAB and/or NBA Entertainment, to supply USAB and/or NBA Entertainment with a videotape or audio recording (as the case may be) of any program that incorporates Highlights as authorized herein and hereby consents to USAB's and/or NBA Entertainment's use of excerpts from any such program.
9. USAB and/or NBA Entertainment reserves the right to withdraw permission for the use of Highlights by appropriate notice at any time and for any reason.
10. Highlights may not be sold or traded to any other entity and may not be used commercially, for on-air promotion or in any other manner not specifically set forth above without prior written permission from NBA Entertainment. By way of illustration, but not limitation, without a specific separate license from NBA Entertainment, Highlights may not be used (i) in pre-game shows, (ii) in weekly sports highlights shows, (iii) in coaches programs, (iv) in commercials, (v) in a "sponsored segment" of a program, (vi) in on-air promotions (e.g., "tune-in" promotion or

“tease”), (vii) as “file footage”, (viii) in video on demand or taped programming or materials or (ix) for any other use (e.g., archival) not specifically permitted by this license.

11. Neither this license nor the rights granted herein may be assigned or otherwise transferred in any manner without the prior written consent of NBA Entertainment.

12. Under no circumstances may any Highlights be broadcast or otherwise distributed on the Internet, via any other on-line service or computer network or via any mobile or wireless form of transmission (including, without limitation, cell phones, MP3 players and personal digital assistants).

13. This license will be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within that State. Any court of competent jurisdiction sitting within New York State, New York County will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this license.

14. Use of Highlights constitutes acceptance of the terms of this license.