SESAC

LOCAL TELEVISION STATION WEB SITE LICENSE AGREEMENT

AGREEMENT made between SESAC, LLC ("SESAC") and

_____, ("LICENSEE")
(corporate name or legal ownership)

with regard to the television station with:
Call Letters: _____ ("Station")
Station Address/City/State/Zip:
_____,
as follows (the "Agreement"):

WHEREAS, the parties acknowledge that the fee structures associated with the transmission of television programming and other forms of programming via local television web sites are developing; and

WHEREAS, the parties acknowledge that the fee structures for the public performance of musical compositions made as part of said transmissions are also developing;

NOW, THEREFORE, SESAC and LICENSEE hereby mutually agree that the following Agreement and License Fee(s) set forth in **Schedule "A"** attached hereto and incorporated herein by this reference are experimental in nature and shall not be cited in any proceeding, or otherwise, to establish a precedent for the value of the music in such transmissions:

I. Grant of Rights.

A. SESAC grants to LICENSEE and LICENSEE accepts, for a period commencing as of January 1, 2008 ("Effective Date") and ending December 31, 2012 (the "Term"), a nonexclusive license to publicly perform such non-dramatic musical compositions as are now, or that hereafter during the term hereof may become, copyrighted, composed, written or published by the affiliates of SESAC and that are now, or that hereafter during the term hereof may become, a part of the repertory of SESAC, and which SESAC shall have the right to license hereunder ("Compositions," "SESAC Music"), by Internet transmissions, originating in the United States, and/or its territories, commonwealths and possessions, of audio-only and audiovisual content, made via the Station Web Site(s) (as defined in Subparagraph XI.C below), which shall be reported to SESAC in accordance with **Schedule "A"** attached hereto (the "Station Web Site License").

B. Without expanding the Station Web Site License, the performances licensed hereunder may originate at the Station or at any other place whether or not such other place is

licensed to publicly perform the Compositions, but nothing herein shall be deemed to grant a license to such place itself (or to the parties responsible for any performances therein) for the public performance in such place of any such Compositions.

C. It is understood that so-called "Grand Rights" of dramatic works owned or controlled by SESAC (e.g., dramas, plays, operas, operettas, revues and musical comedies) are not covered by the Station Web Site License. As used herein, "Grand Rights" means the right to broadcast dramatic performances of musical works. For the purposes hereof, a dramatic performance shall mean a performance in which there is a definite plot depicted by action, which plot has the performance of the musical work woven into it for the purposes of carrying forward the plot and its accompanying action. The use of dialogue to establish program format or the use of any non-dramatic device to introduce a performance of a work shall not be deemed to make such performance dramatic. "Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting. For purposes of the Station Web Site License, performances of compositions in music videos, syndicated television programs and motion pictures originally produced for theatrical exhibition, shall be construed as non-dramatic performances.

D. Except as specifically provided for in this Paragraph I, nothing contained herein shall be construed as (1) permitting LICENSEE to publicly perform, transmit, re-transmit or reproduce any Composition by any means, medium, method, device or process now or hereafter known, or (2) authorizing LICENSEE to grant to others any right to reproduce or perform publicly by any means, method or process whatsoever, any of the musical compositions licensed hereunder or as authorizing any receiver of any Internet transmission to perform publicly or reproduce the same, by any means, method or process whatsoever.

E. SESAC reserves the right to withdraw from the scope of the Station Web Site License, upon written notice, the right to perform any Composition as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such Composition.

II. <u>Station Web Site Semi-Annual License Fee</u>

A. As consideration for the Station Web Site License, LICENSEE agrees to pay to SESAC license fees pursuant to **Schedule "A"** attached hereto and incorporated herein by this reference (individually and collectively, "Station Web Site Semi-Annual License Fee(s)").

B. (1) If LICENSEE fails to pay a Station Web Site Semi-Annual License Fee within fifteen (15) days of the date such Station Web Site Semi-Annual License Fee is due, SESAC shall have the right to charge a late payment charge of one percent (1%) of the unpaid amount of such Station Web Site Semi-Annual License Fee on the fifteenth (15th) day of each month until LICENSEE pays such Station Web Site Semi-Annual License Fee.

(2) SESAC shall have the right to impose an additional charge of $40.00 for each dishonored check or other form of payment.

(3) In the event that SESAC incurs any reasonable costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC.

III. Station Performance Reporting Requirements

A. LICENSEE agrees (to the extent LICENSEE maintains such information in the normal course of business) to use reasonable efforts to provide to SESAC, or to have provided to SESAC, within thirty (30) days of SESAC's reasonable request, with respect to Programs transmitted via Station Web Site(s) during the previous calendar quarter, usage reports containing the following information for each Program: (1) the title of the Program (i.e. the title of the series, movie, sporting event, etc.); (2) the episode number of the Program; (3) the episode title of the Program; (4) the date(s) the Program was transmitted; and (5) the total number of users who accessed each transmission of the Program.

B. Notwithstanding anything contained in this Paragraph III to the contrary, LICENSEE shall not be obligated to furnish materials covering more than two (2) four (4) week periods during any one calendar year. SESAC shall make requests under this Paragraph III only where reasonably necessary for its purpose, and SESAC shall use its best efforts to not to request from LICENSEE information required by this Paragraph III already possessed by SESAC.

C. Where possible, LICENSEE shall produce information required by this Paragraph III in an Excel format or other common electronic format required by SESAC, and SESAC may require LICENSEE to submit reports under this Paragraph III to a third party designee in an Excel format or other common electronic format compatible with such third party designee's computer system.

IV. Breach or Default

Upon LICENSEE'S default in making any payment required under the terms of this Agreement, or its breach of any other term of this Agreement, SESAC may give LICENSEE

forty-five (45) days' Notice to cure such breach or default. SESAC may terminate this Agreement pursuant to this Paragraph IV if, having provided such Notice, such breach or default has not been cured within said forty-five (45) day period.

V. Indemnity Clause

A. SESAC agrees to indemnify, save and hold harmless, and to defend LICENSEE, its sponsors and their advertising agencies, and its and their officers, employees, and artists, and each of them, from and against any claims, demands, or suits for copyright infringement that may be made or brought against them or any of them arising out of their performance under this Agreement of any Compositions that were in SESAC's repertory at the time of the performance, and as to which LICENSEE had received no written notice from SESAC pursuant to Subparagraph I.E. hereof prior to the performance; provided, however, that the foregoing indemnity shall not extend to any claims, demands, or suits arising out of any acts of LICENSEE, its sponsors and their advertising agencies, and its and their officers, employees, and artists, or any of them, separate and apart from those acts authorized pursuant to the rights granted hereunder.

B. LICENSEE agrees to give SESAC prompt Notice of any claim, demand, or suit covered under Subparagraph V.A. and agrees to promptly deliver to SESAC all papers pertaining thereto. SESAC shall have full charge of the defense of any covered claim, demand, or suit and LICENSEE shall cooperate fully with SESAC in such defense. LICENSEE, however, shall have the right to engage counsel of its own at its own expense who may participate in the defense of any such action.

VI. Rights of Termination

A. SESAC shall have the right to terminate this Agreement as follows:

(1) In the event of any major interference with the operations of SESAC in the state, territory, dependency, possession or political subdivision in which Station is located, by reason of any law of such state, territory, dependency, possession or political subdivision, SESAC shall have the right to terminate this Agreement upon no less than thirty (30) days' Notice; and

(2) In the event of any substantial increase in the cost to SESAC of operating in such state, territory, dependency, possession or political subdivision, by reason of any law of such state, territory, dependency, possession or political subdivision, which is applicable to the licensing of performing rights, SESAC shall have the right to terminate this Agreement upon no less than thirty (30) days' Notice; and

(3) At any time upon Notice in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent.

B. Upon termination, this Agreement (subject to any remaining rights and obligations of LICENSEE and SESAC pursuant to the provisions of Paragraphs II, III, VII, and VIII of this Agreement, and exclusive of any continuing rights and obligations of LICENSEE and SESAC pursuant to provisions of Paragraph V of the Agreement) shall no longer remain in effect and the parties shall be relieved of all obligations arising hereunder. Notwithstanding the foregoing, upon termination, LICENSEE shall be relieved of any obligation under Paragraphs II.A and VII of the Agreement to pay any fees, except as to fees accrued and owing prior to the effective date of termination.

VII. Tax Clause

In the event the taxing authority of any state, territory, commonwealth, or possession in which LICENSEE has a tax nexus, finds SESAC to be liable for the payment of any tax amounts received from LICENSEE pursuant to this Agreement, which tax is instituted during the Term, the following conditions shall apply:

A. LICENSEE shall pay, within thirty (30) days of Notice of demand by SESAC, the pro rata share of any such tax assessed against SESAC, provided however, that if SESAC, in its sole discretion, shall contest the assessment of such tax, then SESAC shall make no demand until after the termination of such contest unless, during the pendency of such contest, SESAC is required to pay such tax. To the extent that such contest is allowed and a refund is thereafter received, SESAC shall refund to LICENSEE any payments made by LICENSEE to SESAC under this Paragraph VII; and

B. SESAC shall furnish to LICENSEE all documents regarding the assessment of any such tax that LICENSEE reasonably requests in writing, but only if such documents specifically and directly relate to LICENSEE's proportion of such assessment, and no such document is or could be considered confidential or contains proprietary information of any other licensee of SESAC or specifically relates to any other licensee's proportion of any assessment. SESAC shall also give LICENSEE the opportunity to consult with it with respect to such tax assessment; and

C. LICENSEE shall not be responsible for its share of any such tax if SESAC fails to demand payment therefor within two (2) years after the later of (i) the assessment of such tax by the competent authority, and (ii) the finality of any contest of such tax.

VIII. Right of Verification

A. SESAC shall have the right, on not less than thirty (30) days' prior Notice, to examine LICENSEE's books and records to such extent as may be necessary to verify LICENSEE's reports, payments, statements and computations required by this Agreement and Schedule "A" attached hereto. In connection with such an examination, LICENSEE agrees to furnish all pertinent books and records related to LICENSEE's reports required under this Agreement, including electronic records in common format, to SESAC's authorized representatives. Such books and records shall be kept by LICENSEE in accordance with Generally Accepted Accounting Principles and shall be retained for at least three (3) years following any expiration or other termination of this Agreement. SESAC's exercise of any rights under this provision shall not prejudice any of SESAC's other rights or remedies, including the right to dispute any amounts owed to SESAC under this Agreement.

B. LICENSEE represents and warrants that any information provided to SESAC on this Agreement, **Schedule "A,"** any reports or by any other means is true, correct, and complete to the best of LICENSEE's knowledge; and that any additional information or changes to the current information shall be true, correct, and complete to the best of LICENSEE's knowledge. SESAC retains the right to obtain such information through independent sources and make appropriate adjustments to the Station Web Site Semi-Annual License Fee(s).

C. In the event an examination made pursuant to Subparagraph VIII.A and/or information obtained through independent sources pursuant to Subparagraph VIII.B demonstrate that any additional Station Web Site Semi-Annual License Fee amount is due SESAC, SESAC shall give LICENSEE notice of such amount and an explanation therefor. In the event that such amount is equal to five percent (5%) or more of the corresponding Station Web Site Semi-Annual License Fee, LICENSEE shall be required to pay the reasonable costs and expenses of the examination and a monthly late payment fee of one percent (1%) for the period beginning with the original due date of such Station Web Site Semi-Annual License Fee and ending on the date of SESAC's notice of such amount. LICENSEE shall submit any amounts due under this Subparagraph VIII.C within forty-five (45) days from SESAC's notice. If LICENSEE does not pay such amounts as aforesaid, SESAC shall have the right to charge a late payment fee of one percent (1%) of the amount of such underpayment on the fifteenth (15th) day of each month until LICENSEE pays such amount.

IX. Notices

A. All Notices required or permitted to be given by either of the parties to the other hereunder shall be delivered to the following addresses (either party may change its address by Notice to the other party):

(1) if to LICENSEE, to its address first set forth above, and

(2) if to SESAC, to:

Vice President, Licensing Administration
SESAC, LLC
55 Music Square East
Nashville, TN 37203.

B. For the sake of clarity, any "notice" required or permitted to be given shall be given as set forth in the paragraph in which such particular requirement of "notice" is found.

X. General

A. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, but no assignment shall relieve the parties of their respective obligations under this Agreement as to performances made, acts done and obligations incurred prior to the effective date of the assignment.

B. This Agreement shall be construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State (excluding its conflicts of law rules and principles).

C. This Agreement contains the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, with respect thereto. This Agreement may only be amended in a writing signed by both parties.

D. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other body or entity having the

jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

XI. Definitions

A. "Notice" shall mean written notice to the other party by means of registered or certified United States mail or generally recognized same-day or overnight delivery service. For the sake of clarity, any "notice" required shall be given as set forth in the paragraph in which such particular requirement of "notice" is found.

B. "Program" means any material transmitted by or for LICENSEE via the Station Web Site(s).

C. "Station Web Site(s)" shall mean the Web Site(s) operated by or for LICENSEE as Web Site(s) directly associated with the Station and shall include any such Web Site(s) that are shared between two or more stations in the same market, or two or more stations with a common owner. For the sake of clarity, "Station Web Site(s)" is limited to the Web Site(s) operated by or for LICENSEE as Station's Web Site(s).

D. For the purposes of this Agreement, the terms "transmit(s)," "transmission(s)," "transmitted," "publicly perform(s)," and "public performance(s)" shall be defined in accordance with the U.S. Copyright Act, currently set forth at 17 U.S.C. § 101 et seq. (2007).

E. "Web Site" shall mean an Internet computer service comprising a series of interrelated web pages registered with a domain name registration service transmitted to persons who receive the service over the Internet by means of a personal computer or by means of another device capable of receiving Internet transmissions.

IN WITNESS WHEREOF, this Agreement has been duly executed by SESAC and LICENSEE this _____ day of _____, 20__.

LICENSEE	SESAC, LLC
By:_____	By:_____
Title:_____	Title:_____
_____ (Print Name)	

SCHEDULE "A" – 2008 - 2012

SESAC LOCAL TELEVISION STATION WEB SITE LICENSE AGREEMENT

STATION WEB SITE FEE SCHEDULE

I. **Reference** is made to the SESAC LOCAL TELEVISION STATION WEB SITE LICENSE AGREEMENT (the "Agreement") to which this **Schedule "A"** is attached. Whereas, the parties acknowledge that the fee structures associated with the transmission of television programming and other forms of programming on local television web sites are developing; and, whereas, the parties acknowledge that the fee structures for the public performance of musical compositions made as part of said transmissions are also developing; therefore, SESAC and LICENSEE hereby mutually agree that the following Fee Schedule is experimental in nature and shall not be cited in any proceeding, or otherwise, to establish a precedent for the value of the music in such transmissions.

II. Revenue Multiplier and Semi-Annual Minimum Fee per Licensed Web Site

A. The 2008 Revenue Multiplier is 0.004.

B. The 2008 Semi-Annual Minimum Fee per Licensed Web Site is Two Hundred Fifty Dollars and No Cents ($250.00).

III. Initial License Fee Report

A. Upon execution of the Agreement, LICENSEE shall complete the initial license fee report (the "Initial License Fee Report") using the License Fee Report Form attached hereto as Schedule "B" by setting forth each Station Web Site to be authorized hereunder as of the Effective Date and calculating the aggregate Station Web Site Semi-Annual License Fee (i.e. the sum of the Semi-Annual Station Web Site License Fees for each Station Web Site as determined in accordance with Subparagraph III.B, below) for the period from the Effective Date through June 30, 2008 (the "Initial License Fee Period") (the "Initial Station Web Site Semi-Annual License Fee").

B. The Station Web Site Semi-Annual License Fee for each Web Site set forth on the Initial License Fee Report shall be equal to the greater of (i) Two Hundred Fifty Dollars and No Cents ($250.00) and (ii) the aggregate amount of LICENSEE's **Distribution Revenue**, **Advertising Revenue** and **Other Revenue** for the applicable Licensed Web Site for the period from May 1, 2007 through October 30, 2007 (the "Initial License Fee Revenue Period") multiplied by 0.004. *For the sake of example only, if LICENSEE has three (3) Licensed Web Sites with Revenues of $500,000, $10,000, and $5,000, respectively then the resulting aggregate Station Web Site Semi-Annual License Fee shall be $2,500.00 (i.e. $2,000 for Web Site 1, $250 for Web Site 2, and $250 for Web Site 3).*

IV. Initial License Fee

The Initial Station Web Site Semi-Annual License Fee shall be paid to SESAC in six (6) equal installments each payable on or before the first day of the month following the month to which such fee is attributable, i.e. the January 2008 fee is due February 1, 2008.

V. Subsequent License Fee Reports and Monthly Station Web Site Semi-Annual License Fee

A. On or before each June 1 and December 1 during the Term following LICENSEE's submission of the Initial License Fee Report (the "Subsequent License Fee Report"), LICENSEE shall complete a license fee report using the License Fee Report Form attached hereto as Schedule "B" by setting forth each Station Web Site authorized hereunder during the immediately preceding November 1 through April 30 or May 1 through October 31, respectively (the "License Fee Reporting Periods"), and the aggregate Station Web Site Semi-Annual License Fee (i.e. the sum of the Semi-Annual Station Web Site License Fees for each Station Web Site as determined in accordance with Subparagraph V.B, below) for the ensuing semi-annual calendar period.

B. The Station Web Site Semi-Annual License Fee for each Station Web Site set forth on the corresponding Subsequent License Fee Report shall be equal to the greater of (i) the then-current Semi-Annual Minimum Fee and (ii) the aggregate amount of LICENSEE's **Distribution Revenue**, **Advertising Revenue** and **Other Revenue** for the applicable Station Web Site multiplied by the then-current Revenue Multiplier.

C. Each aggregate Station Web Site Semi-Annual License Fee shall be paid to SESAC in six (6) equal installments each payable on or before the first day of the month following the month to which such fee is attributable.

D. The Subsequent License Fee Report shall be available on SESAC's web site at **www.sesac.com/licensing/TV.aspx** or by contacting SESAC directly by telephone at **1-888-730-9841** or e-mail to **tvlicensing@sesac.com.**

E. Should LICENSEE launch or acquire any additional Station Web Site(s) following its submission of the Initial License Fee Report or any Subsequent License Fee Report, such additional Station Web Site(s) shall be deemed authorized hereunder from the date of such launch or acquisition provided LICENSEE includes such Station Web Site on the Subsequent License Fee Report due immediately following such launch or acquisition.

VI. Definitions

Except where otherwise specified herein, each term used in this Schedule "A" that has been defined in the Agreement shall have the same meaning herein. For the purposes of the Agreement and this Schedule "A," the following additional terms shall have the following meanings:

"**Revenue**" means any and all payments made to LICENSEE in connection with a particular Licensed Web Site including payments made to any other entity that is under the same or substantially the same ownership, management and/or control as LICENSEE, as well as the fair market value of any goods or services provided as barter instead of payment, and all payments received by LICENSEE from the sale or other disposition of any goods or services provided as barter, including without limitation **Distribution Revenue, Advertising Revenue**, and **Other Revenue**.

A. "**Distribution Revenue**" means any and all **Revenue** generated from providing access to, or the disposition of, content available via a particular Licensed Web Site including, without limitation, pay per view fees and subscription fees.

B. **"Advertising Revenue**" means

(1) any and all Revenue generated from advertising, sponsorship and promotional materials provided by means of a particular Licensed Web Site, and any monetary promotional considerations received from content providers or others relevant to the carriage of programming content on such Licensed Web Site. Without limiting the generality of the foregoing, "Advertising Revenue" includes all **Revenue** derived from banner ads, "click-thru" advertising, "in-stream" advertising, and "sell-thru" advertising.

(2) In the event that LICENSEE receives a fee for advertising on a particular Licensed Web Site and advertising by means of media other than such Licensed Web Site, including without limitation by Television Broadcasting, and the fee is not allocated between the different types of media, LICENSEE shall report twenty percent (20%) of such fee as **Advertising Revenue** ("Internet Advertising Default Percentage"). Effective January 1, 2009 and each January 1 thereafter during the Term, the Internet Advertising Default Percentage shall be increased annually by five (5) percentage points. For the sake of clarity, the Internet Advertising Default Percentage shall be twenty five percent (25%) in 2009.

C. "**Other Revenue**" means any and all **Revenue** generated by means of a particular Licensed Web Site other than **Distribution Revenue** and **Advertising Revenue**.

VII. Effective January 1, 2009 and each January 1 thereafter during the Term, the Revenue Multiplier and Semi-Annual Minimum Fee shall be increased annually by ten percent (10%).

VIII. This **Schedule "A"** is incorporated and made part of the Agreement, and its terms shall apply as if restated fully therein.

SESAC LOCAL TELEVISION WEB SITE LICENSE AGREEMENT
Initial License Fee Report
Schedule B

Station Call Letters: _____

Semi-Annual License Fee period: January 1, 2008 through June 30, 2008 License Fee Reporting Period: May 1, 2007 through October 31, 2007

	A	B	C	D	E	F	G
	Web Site URL	Total Distribution Revenue	Total Advertising Revenue	Total Other Revenue	Total Revenue (Col B + Col C + Col D)	2008 Multiplier	Semi-Annual Fee Col E x Col F but not less than $250
1						0.004	
2						0.004	
3						0.004	
4						0.004	
5						0.004	
						Total Fee	

Date of Report: _____

Person Completing Form: _____

Use additional forms if reporting more than 5 Web Sites

Phone Number: _____ - _____ - _____

Email: _____

(2-10-08)