

MULTI-MEDIA AGREEMENT

THIS MULTI-MEDIA AGREEMENT (the “Agreement”) is entered into as of July 8, 2010 by and between ESPN, Inc., a Delaware corporation, ESPN Enterprises, Inc., a Delaware corporation (with ESPN, Inc. and ESPN Enterprises, Inc. individually and collectively being referred to as “ESPN”), and the Atlantic Coast Conference, a North Carolina unincorporated association (“ACC” or “Conference,” and collectively with ESPN, the “parties”).

WHEREAS, the ACC owns the right to license the Distribution of Conference intercollegiate athletic events as described more fully herein; and

WHEREAS, ESPN desires to purchase a license to produce and Distribute, or cause the Distribution of, presentations of Conference intercollegiate athletic events, and the Conference desires to license such rights to ESPN on the terms set forth below; and

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the parties hereby agree as follows:

1. DEFINITIONS: As used herein, the following capitalized terms shall have the meanings specified below:

1.1 “ABC”: The ABC Television Network, a Broadcast Network.

1.2 “ACC/Big Ten Challenge”: Each Season, all men’s and women’s basketball Games comprising the pairing of Conference Institutions against teams from the Big Ten Conference, currently scheduled to be played at Conference and Big Ten home sites.

1.3 “ACC Digital Offerings”: The official website of the Conference currently located at www.TheACC.com (the “Conference Website”), and other ACC-branded digital products, services and/or offerings now known or hereafter developed, [REDACTED] (subject to the limitations and restrictions set forth below in **Section 3** including, without limitation, window and territorial limitations).

1.4 [REDACTED]

1.5 “ACC Raycom Digital Rights Management Agreement”: Has the meaning set forth in **Section 9.3**.

1.6 “ACC Marks”: Has the meaning set forth in **Section 17**.

1.7 “Affiliate”: With respect to any entity, each of the entities that directly or indirectly controls, is controlled by or is under common control with, such entity. For purposes of this definition only, “control” means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through the right to appoint a

majority of the controlled entity's directors or managers, ownership of more than 50% of the voting share equity of the controlled entity, or otherwise.

1.8 "Alternate Logo": Has the meaning set forth in **Section 11.2**.

1.9 "Archive Games": Audiovisual programs (and excerpts thereof) of those regular season college football, men's and women's basketball home games, and Olympic Sport games (and the Football Championship Games and Conference basketball and Olympic Sports Tournament games): (a) to which the Conference or a Conference Institution Controlled the Distribution rights and granted to ESPN/ABC the right to telecast prior to the commencement of the Term; (b) that were initially telecast on any ESPN/ABC Network prior to the commencement of the Term; and (c) to which, as of the effective date of this Agreement, ESPN or any of its Affiliates owns the copyright.

1.10 "Away Cross-Over Game": Any Cross-Over Game that is not a Home Cross-Over Game.

1.11 "Broadcast Network": (a) A nationwide programming network Distributed to consumers without any charge via free over-the-air local terrestrial television stations, (b) the retransmission of such free over-the-air local terrestrial stations to consumers via Non-Standard Television, or (c) Distribution of such free over-the-air network to consumers via Non-Standard Television in one or more markets in which no local terrestrial station is Distributing the network; provided in each case that consumers are not directly charged any per-channel, per-program or other fee for the retransmission or receipt of those stations, but consumers may be charged regular monthly or other periodic service charges as part of a package that includes the retransmission of Broadcast Networks via Non-Standard Television. In the event of technological, business or regulatory changes that result in the replacement of a majority of traditional over-the-air terrestrial stations of any Broadcast Network with a different means of distribution, Broadcast Network shall mean the successor means of distribution (excluding the Internet other than IPTV) utilized by any television networks previously deemed to be Broadcast Networks, which means of distribution reaches the most households in the United States either free of charge or as part of a package that is available for a periodic service charge.

1.12 "Claims": Has the meaning set forth in **Section 21.1**.

1.13 "Commercially Reasonable Efforts": With respect to a given goal or objective, the efforts that a reasonable commercial person or entity in the position of the party undertaking to pursue such goal or objective would use so as to achieve such goal or objective expeditiously; provided, however, that Commercially Reasonable Efforts shall not require any party to incur or become obligated to incur any expense not otherwise specifically provided for in this Agreement, including fees and expenses of counsel and consultants, or to incur any liability or waive or concede any right or claim that such party may have.

1.14 "Conference Institution": A college, university or other institution that is a member of the ACC, as such membership may change during the Term subject to **Section 13**. The current members of the ACC are set forth on Exhibit A.

1.15 “Conference Institution Websites”: The official websites of each of the Conference Institutions.

1.16 “Conference Territory”: [REDACTED]

1.17 “Conference Website”: Has the meaning set forth in the definition of ACC Digital Offerings.

1.18 “Confidential Information”: Has the meaning set forth in **Section 24.9**.

1.19 “Contract Year”: The period commencing on July 1 of any year of the Term, and concluding on June 30 of the following year (*e.g.*, the 2011-12 Contract Year will commence on July 1, 2011 and conclude on June 30, 2012).

1.20 “Control”: The authority to grant Distribution rights to a game or event, including uses of such term expressed as a verb.

1.21 “Coverage”: Audiovisual, audio-only and/or video-only coverage of a Game, whether live or recorded, and whether produced by ESPN, a Syndication Partner, a National Sublicensee, a Conference Institution or any other entity.

1.22 [REDACTED]

1.23 “Cross-Over Game”: A Game in which only one Conference Institution participates.

1.24 “Data”: Any statistics, play-by-play, information, scoring and related data regarding a Game.

1.25 “Delayed Distribution”: Distribution of ESPN Game Coverage commencing after the Exclusive Window of such ESPN Game.

1.26 “Disclosing Party”: Has the meaning set forth in **Section 24.9**.

1.27 “Distribute”: [REDACTED]

[REDACTED] “Distribution” shall mean to Distribute, expressed as a noun.

1.28 “DMA”: A Nielsen Designated Market Area.

1.29 “DMA Spillover”: For cities located within a particular state, the portions of the DMAs of those cities that extend outside of the relevant state. For example, those portions of the Atlanta DMA located in Alabama constitute a DMA Spillover of the city of Atlanta.

1.30 “Early Window”: As applied to an afternoon football ESPN Game, a time period with a start time of approximately 12 noon, and 12:30 p.m. with respect to Games Distributed via OTA Syndication.

1.31 “Enhanced Program Content”:

1.32 “ESPN/ABC Networks”: Any one or more of the ESPN Networks or ABC.

1.33 “ESPN/ABC Platform”:

For clarity, ESPN/ABC Platforms will not be ACC-branded nor consist primarily of ACC-licensed content.

1.34 “ESPN Game(s)”:

1.35 “ESPN Intra-Conference Games”: Has the meaning set forth in **Section 6.4(a)**.

1.36 “ESPN Networks”: The ESPN (or “ESPN1”), ESPN2, ESPN Classic, ESPNU, ESPN Deportes, ESPN3.com, ESPN Mobile TV, ESPNEWS and ESPN 3D programming services, high-definition, simulcast, 3D or companion versions of any of the foregoing, and any other sports-oriented linear audiovisual network, channel or programming service that, during the relevant period of the Term: (a) is branded with ESPN-owned marks; or (b) ESPN or its Affiliates controls or owns 25% or more of the equity or ownership interests; or (c) the college sports programming and content of which is provided by ESPN. The parties acknowledge that the foregoing networks or services may be renamed or rebranded during the Term, and that any rights or obligations regarding any specific network or service shall remain in full force and effect in connection with the renamed or rebranded network or service.

1.37 “ESPN Raycom Sublicense”: Has the meaning set forth in **Section 9.2(a)**.

1.38

1.39 “Exclusive Window”:

[REDACTED]

[REDACTED]

1.40

[REDACTED]

1.41

[REDACTED]

1.42 “Football Championship Game”: The annual football Game played at the conclusion of the regular season between the winners of the Conference’s two divisions.

1.43 “Football Championship Logo”: Has the meaning set forth in **Section 11.2**.

1.44 “Force Majeure Event”: 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 or failure of technical, production or television facilities, in each case to the extent not within the reasonable control of the party invoking **Section 18** (Force Majeure) or for any other reason beyond the control of the party invoking **Section 18**.

1.45 “Full Court”: The primary pay-per-view or subscription package of college basketball games offered by ESPN on a nationwide basis (as such package may be renamed, rebranded or otherwise modified during the Term).

1.46 “Game”: For each applicable Season during the Term, a men’s varsity college football game, a men’s or women’s varsity college basketball game or Conference-sanctioned Olympic Sport game, Tournament game, Qualifying Multi-Team Event game, the ACC/Big Ten Challenge (including any pre-game, post-game, or halftime activities but excluding press conferences and other similar press events for credentialed participants) in which any Conference Institution is the home team, or which the Conference or any Conference Institution otherwise Controls the Distribution rights.

1.47 “Highlights”: Means excerpts of Coverage.

1.48 “Home Cross-Over Game”:

[REDACTED]

[REDACTED]



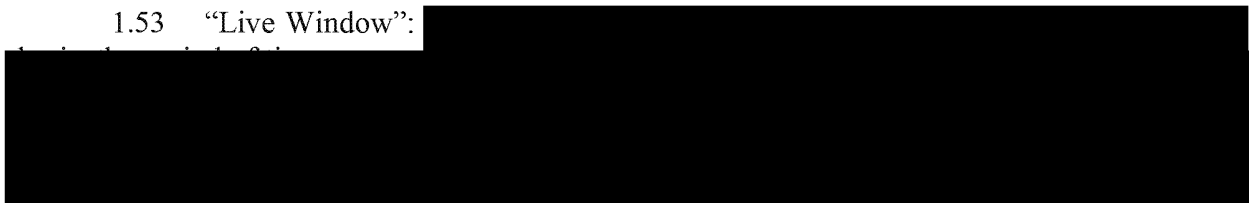
1.49 “Home Video”: Videocassettes, videodiscs, videotape, DVD, High-Definition DVD (*e.g.*, “HD-DVD” and “Blu-Ray”) or other physical media now known or hereafter devised on which audiovisual materials are permanently recorded and that are sold to consumers for use in conjunction with a reproduction, player or viewing apparatus for viewing on a screen, display or device, but not including video downloads.

1.50 “Indemnified Party”/“Indemnifying Parties”: Has the meaning set forth in **Section 21.3**.

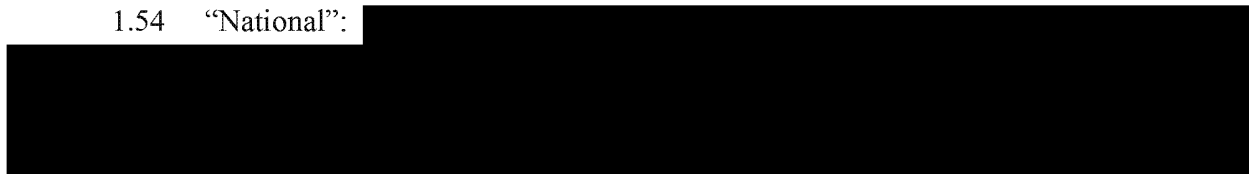
1.51 “Institutionals”: Announcements promoting the non-commercial academic and athletic efforts of the Conference and/or one and/or both of the Conference Institutions participating in an ESPN Game.

1.52 “Late Window”: As applied to afternoon football ESPN Games, a time period with a start time of approximately 3:30 p.m. As applied to Primetime basketball ESPN Games, a time period with a start time of approximately 9:00 p.m.

1.53 “Live Window”:



1.54 “National”:



1.55 "National Sublicensee": [REDACTED]

1.56 "National Sublicensee Games": [REDACTED]

1.57 "NCAA": National Collegiate Athletic Association.

1.58 "Neutral Site": The site of a men's varsity college football or men's or women's varsity college basketball game other than the home stadium or arena of a participating institution.

1.59 "News Access Guidelines": Shall have the meaning set forth in **Section 2.5**.

1.60 "News Access Window": [REDACTED]

1.61 "Non-Game Elements": [REDACTED]

1.62 "Non-Standard Television": Any and all forms of television Distribution now known or hereafter developed, *other than* Broadcast Networks. Non-Standard Television shall include the television exhibition of visual images which is Distributed by means of cable, wire or fiber of any material using any technical standard or protocol, "over-the-air pay" or STV in any frequency band, any and all forms of regular or occasional scrambled broadcast for taping, community antenna television systems, master antenna television systems, satellite master antenna television systems, low power television, multipoint and multichannel distribution service systems, and direct broadcast satellite systems.

1.63 "Olympic Sports": All Varsity Sports other than football and men's and women's basketball.

1.64 "OTA Syndication": Distribution of an ESPN Game on a market-by-market or regional basis on one or more over-the-air television stations that have sublicensed the rights from the Syndication Partner or ESPN to Distribute such ESPN Game(s).

1.65 "Primetime": A time period with a start time after 6:00 p.m.

1.66 “Program”: Any audiovisual, audio-only and/or video-only program produced by or for ESPN or its sublicensees (*i.e.*, Syndication Partners and National Sublicensees) that incorporates Coverage of any ESPN Games which are the subject of this Agreement.

1.67 “Qualifying Multi-Team Event”: Those basketball tournaments or events defined as a qualifying multi-team event by the NCAA in which a Conference Institution is a participant.

1.68 “Raycom”: Raycom Sports, Inc.

1.69 “Raycom Syndication Obligations”: Has the meaning set forth in **Section 9.2(a)**.

1.70 “Re-Air”: A program that includes more than eight minutes (8:00) of recorded Coverage from a single ESPN Game.

1.71 “Receiving Party”: Has the meaning set forth in **Section 24.9**.

1.72 “Regional Cable Syndication”: Distribution of an ESPN Game on a regional basis via Non-Standard Television by one or more regional cable carriers that have sublicensed the rights from the Syndication Partner or ESPN to Distribute such ESPN Game(s).

1.73 “Rights Fees”: Has the meaning set forth in **Section 4.1**.

1.74 “Season”: As applied to football, men’s or women’s basketball, or Olympic Sport events, respectively, any applicable “permissible playing season” (as defined by NCAA bylaws, as such definition may be amended from time to time) occurring during the Term. The permissible playing season for football does not include any certified post-season bowl games, but does include the Football Championship Game. The permissible playing season for men’s basketball does not include the post-season NIT, or the NCAA national basketball tournament, but does include the Tournament and any Qualifying Multi-Team Event Games.

1.75 “Special Date Games”: Football Games scheduled on Thursdays and Labor Day Monday in Primetime.

1.76 “Sunday ESPNU Games”: Shall have the meaning set forth in **Section 6.4(a)(i)(C)**.

1.77 “Syndication”: Distribution of an ESPN Game by OTA Syndication or Regional Cable Syndication, as applicable.

1.78 “Syndicated Game”: An ESPN Game produced by or for ESPN or its Syndication Partner which is Distributed via OTA Syndication or Regional Cable Syndication, as applicable.

1.79 “Syndication Partner”:

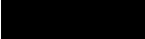
1.80 “Term”: The period commencing July 1, 2011 and concluding on the earlier of (i) June 30, 2023, or (ii) the date on which this Agreement is properly terminated pursuant to **Section 22**.

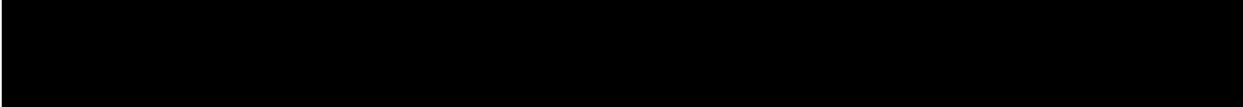
1.81 “Territory”: The universe.

1.82 “Third-Party Materials”: Individual creative or intellectual property elements incorporated within a Program or Archive Game (as applicable), which elements are owned or controlled by, or subject to the approval of, a third-party other than the producer of that Program or Archive Game (*e.g.*, music, footage, commercials, graphics, animation and other telecast enhancements and other elements to the extent each is owned or controlled by, or subject to the approval of, a third-party).

1.83 “Tournament”: The annual tournaments at the conclusion of the men’s and women’s basketball Seasons that feature each of the Conference Institutions and determine the automatic qualifier for the NCAA national championship tournament in that sport, and the annual tournaments/championships at the conclusion of each Olympic Sport that feature each of the Conference Institutions and determine either the Conference champion or the automatic qualifier (if any) for the NCAA national championship tournament in that sport. If the format or qualification procedure for any Tournament changes during the Term, the foregoing definition shall be modified automatically to include any such changes.

1.84 “TWDC”: The Walt Disney Company (or any other company or entity that controls ESPN, Inc. or the ESPN Networks during the relevant period of the Term) and its Affiliates.

1.85 “Unselected Games”: Those Games that are not selected by ESPN 



1.86 “Varsity Sport”: Varsity football, baseball, softball, men’s and women’s soccer, women’s volleyball, and men’s and women’s basketball, golf, tennis, track/field, swimming/diving, cross country, men’s and women’s lacrosse, field hockey, wrestling and rowing and any additional varsity sports that become Conference-sponsored sports during the Term.

1.87 “Video Games”: Means video games for use on any interactive entertainment platforms now known or hereafter developed, including, without limitation, PC or Apple Macintosh compatible computers or any similar or successor personal computers, console gaming systems (*e.g.*, Sony PlayStation, Nintendo, XBox, etc.), arcade games, handheld consoles and devices (*e.g.*, Nintendo Gameboy), and/or online or mobile gaming platforms.

As used in this Agreement, all times are Eastern Time unless otherwise noted.

2. ESPN RIGHTS AND RESTRICTIONS.

2.1 ESPN Games.

(a) Exclusive Window. Conference hereby grants and licenses to ESPN the exclusive right during the Term to produce and Distribute (and the right to sublicense to third parties the exclusive right during the Term to produce and Distribute),

Notwithstanding the foregoing, ESPN shall have during the Term

3.1(b) and **3.3.** For clarity, Conference, as provided in **Section 3.1(a).**

Sections

(b) Delayed Distribution.

(i) Highlights. Conference hereby grants and licenses to ESPN

Notwithstanding the foregoing, ESPN may include

(ii) Re-Airs.

A. Football and Men's Basketball Games. Conference hereby grants and licenses to ESPN

B. Women's Basketball and Olympic Sports Games. Conference hereby grants and licenses to ESPN

(iii) Exclusions. Other than as provided below, ESPN shall [REDACTED]

[REDACTED]

(c) International Distribution. Notwithstanding the foregoing and for clarity, ESPN shall have [REDACTED]

[REDACTED]

(d) Right to Sublicense. To the extent ESPN exercises its right to sublicense its right to produce and/or Distribute ESPN Games as permitted in this Agreement,

[REDACTED]

2.2 Unselected Games.

(a) Live Window. Conference also hereby grants and licenses to ESPN the

[REDACTED]

Live Window:

[REDACTED]

(b) Delayed Distribution. Conference also hereby grants and licenses to ESPN the [REDACTED] Delayed Distribution [REDACTED]

2.3 Data Distribution Rights. [REDACTED]
[REDACTED] (subject to **Section 3.3** below)
[REDACTED] pursuant to **Section 10.6** [REDACTED]

2.4 Exclusivity.

(a) Football and Men's Basketball Games. [REDACTED]
[REDACTED] **Sections 5.4 and 6.4**, [REDACTED]

(b) Women's Basketball and Olympic Sports Games. [REDACTED]

[REDACTED] pursuant to **Section 3.1(a)**.

2.5 News Access Guidelines. On behalf of itself and the Conference, ESPN shall distribute News Access Guidelines to third parties limiting such third parties' use of footage of ESPN Games during the News Access Window. [REDACTED]

3. ACC RIGHTS AND RESTRICTIONS.

3.1 Retained Rights. Conference retains all rights not specifically granted herein to ESPN. Without limiting the generality of the foregoing, Conference, directly or through sublicensees, retains and reserves the following specific rights:

(a) Unselected Games. Conference may [REDACTED]

[REDACTED]

(b) Radio. Conference shall [REDACTED]

[REDACTED]

3.2 Distribution of ESPN Games. The Conference and Conference Institutions, [REDACTED] shall have [REDACTED]

[REDACTED]

(a) Highlights. [REDACTED]

[REDACTED]

(b) Re-Airs.

(i) Football Games.

A. [REDACTED]

[REDACTED]

[REDACTED]

B.

[REDACTED]

C. Notwithstanding **subsections (A) and (B)** above,

[REDACTED]

(ii) Men's Basketball Games.

A.

[REDACTED]

B.

[REDACTED]

(iii) Women's Basketball and Olympic Sports Games.

A.

[REDACTED]

B.

[REDACTED]

3.3 Data Rights.

[REDACTED]

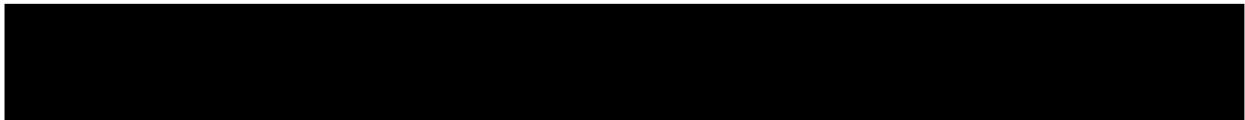
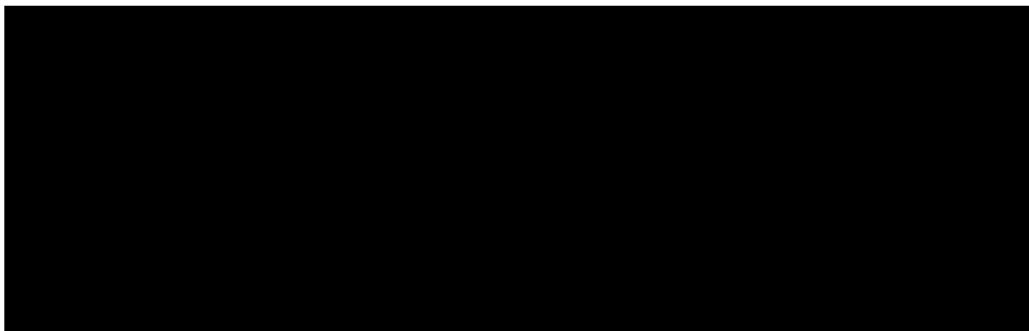
[REDACTED]

3.4 ACC Digital Offerings and Conference Institution Websites. Each ACC Digital Offering and Conference Institution Website will at all times be branded with the names and trademarks of the ACC or the applicable Conference Institution. [REDACTED]

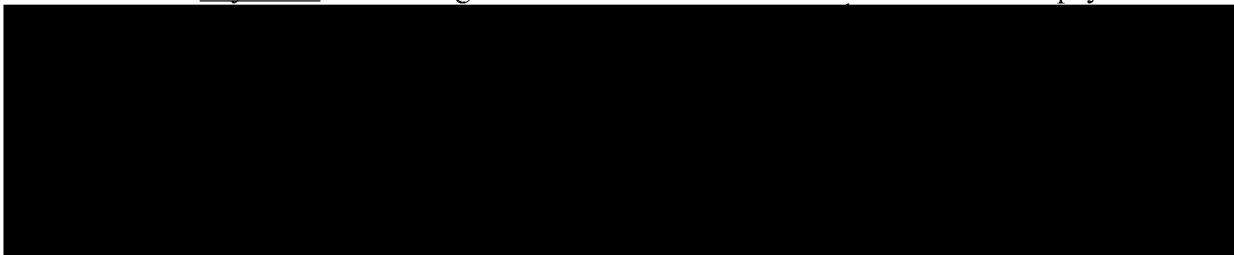
[REDACTED]

4. CONSIDERATION.

4.1 Rights Fees. In consideration of all rights granted and obligations to be performed by Conference in connection with this Agreement, ESPN agrees to pay to Conference the following amounts (“Rights Fees”) each Contract Year (subject to any adjustments pursuant to **Sections 13, 18.1(b)** and **18.2**). Other than the payments set forth below or as otherwise expressly set forth herein, ESPN shall not have any obligation to pay any additional fees or consideration of any kind to any promoter or organizer of a Game, to visiting teams in Home Cross-Over Games, or to any participants, officials or other persons or entities associated with the staging of the Game:



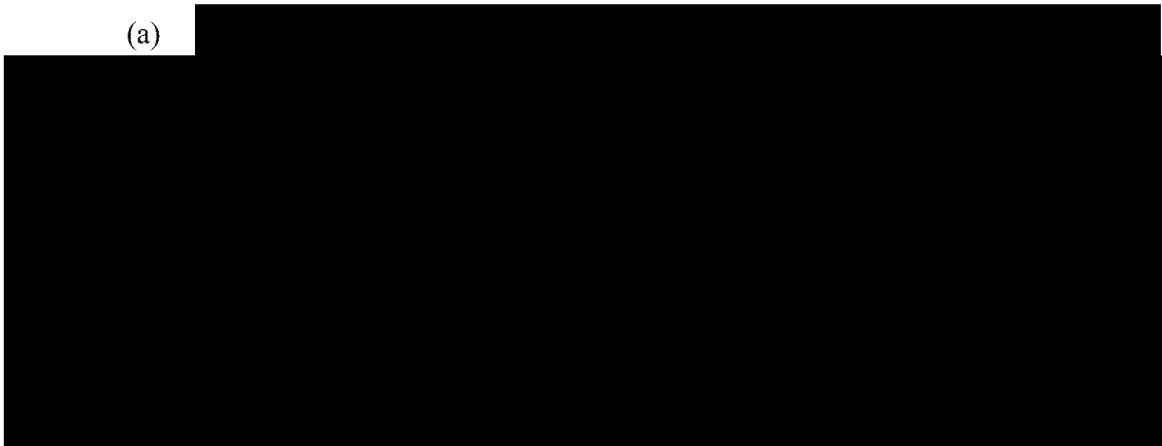
4.2 Payments. The Rights Fees set forth in **Section 4.1** shall be payable each



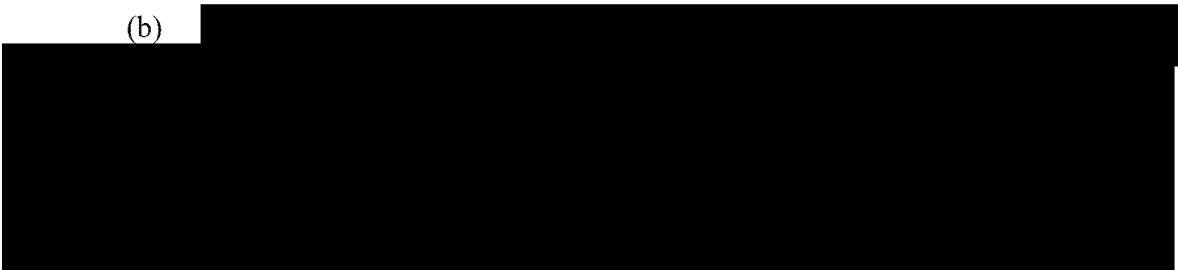
5. FOOTBALL GAMES. As used in this **Section 5**, the terms “ESPN Games” and “Games” include only football ESPN Games, and the term “Season” includes only football Seasons.

5.1 Scheduling.

(a)



(b)



[REDACTED]

5.2 Selection Procedures.

(a) Pre-Selection.

[REDACTED]

(b) 12-Day and 6-Day Selections.

[REDACTED]

5.3 Start Times.

[REDACTED]

5.4 Distribution Obligations.

[REDACTED]

(a) ESPN/ABC Networks.

(i) Football Championship Game.

[REDACTED]

(ii) Saturday Games.

[REDACTED]

[REDACTED]

(iii) Primetime Games. [REDACTED]

[REDACTED]

[REDACTED]

(b) Syndication.

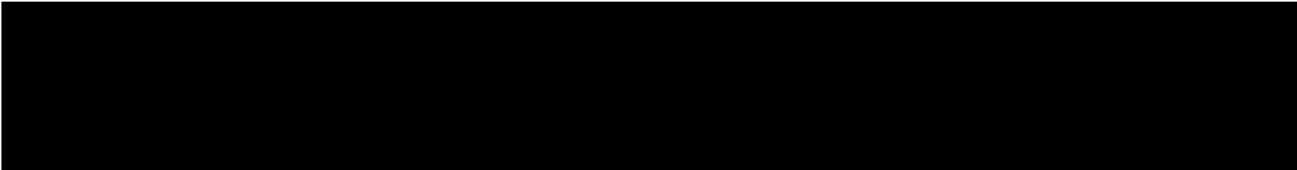
(i) OTA Syndication. [REDACTED]

(ii) Regional Cable Syndication. [REDACTED]

(c) Remaining Games. [REDACTED]

[REDACTED]

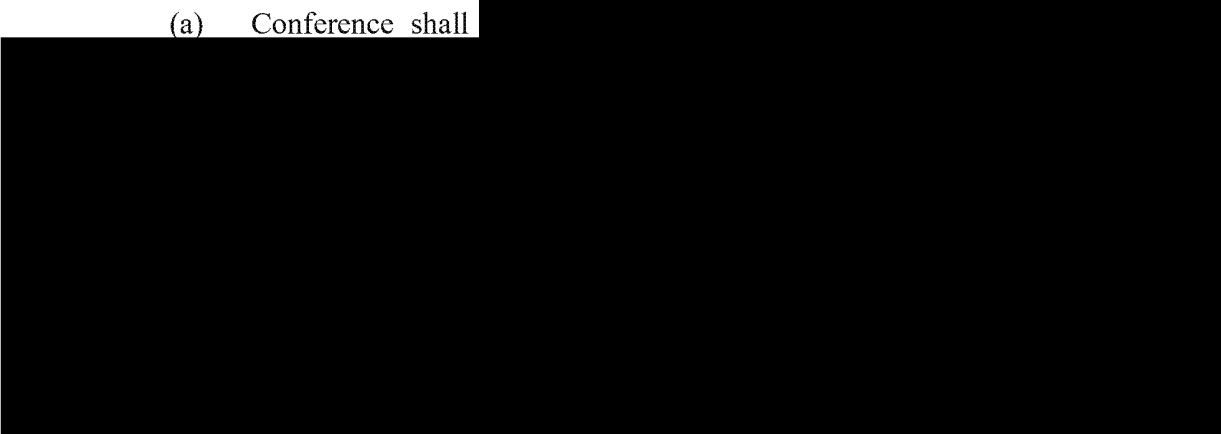
[REDACTED]



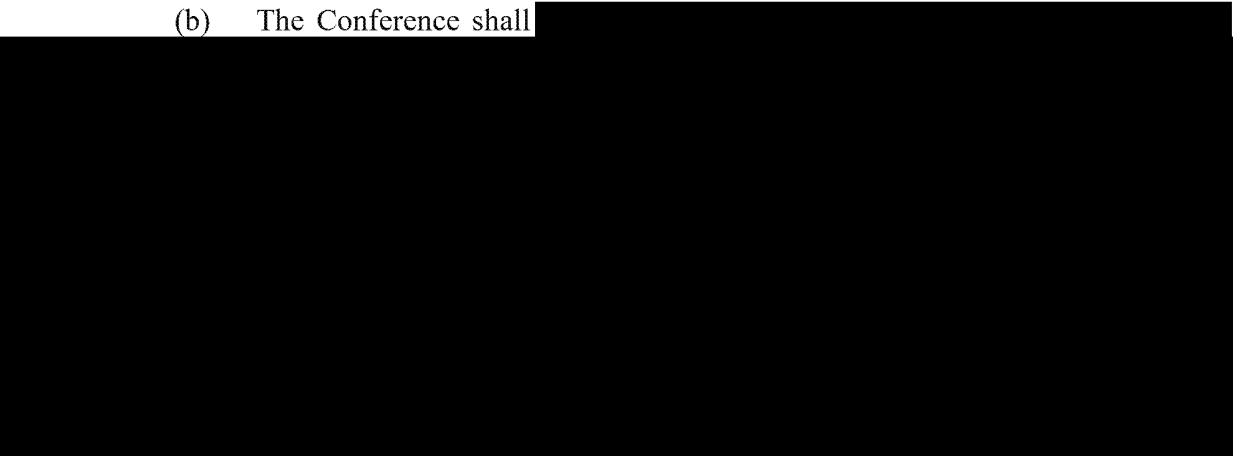
6. MEN’S BASKETBALL GAMES. As used in this **Section 6**, “ESPN Games” and “Games” include only men’s basketball ESPN Games, and the term “Season” includes only men’s basketball Seasons.

6.1 Scheduling.

(a) Conference shall



(b) The Conference shall



6.2 Start Times. The specific telecast window start times for each Game shall be determined by ESPN, subject to the following:

- -
 -
-

- [REDACTED]
- [REDACTED]

6.3 ACC/Big Ten Challenge. ESPN shall have the right to produce and Distribute, and Conference shall cause its Conference Institutions to participate in, all Games of the ACC/Big Ten Challenge during each remaining Season of the Term, subject to the written agreement of the Big Ten Conference after the 2016-17 Season (or, if applicable, any replacement conference).

[REDACTED]

discretion.

6.4 Distribution Obligations. ESPN shall Distribute live each Season during the Term the following Games in their entirety (subject to cut-aways as permitted in **Section 10.3**) as follows:

(a) Intra-Conference Games. ESPN shall Distribute [REDACTED]

[REDACTED]

(i) ESPN/ABC Networks.

(A) Regular Season. [REDACTED]

[REDACTED]

(B) Tournament. [REDACTED]

[REDACTED]

(C) Sunday ESPNU Games. [REDACTED]

[REDACTED]

[REDACTED]

(ii) Syndication.

(A) OTA Syndication. [REDACTED]

[REDACTED]

(B) Regional Cable Syndication. [REDACTED]

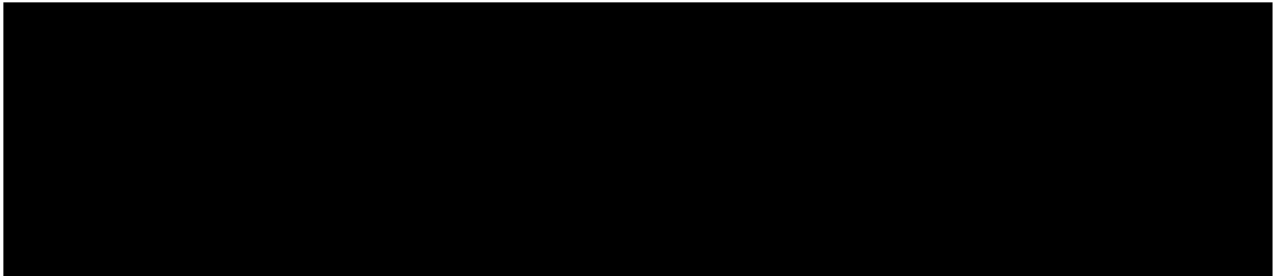
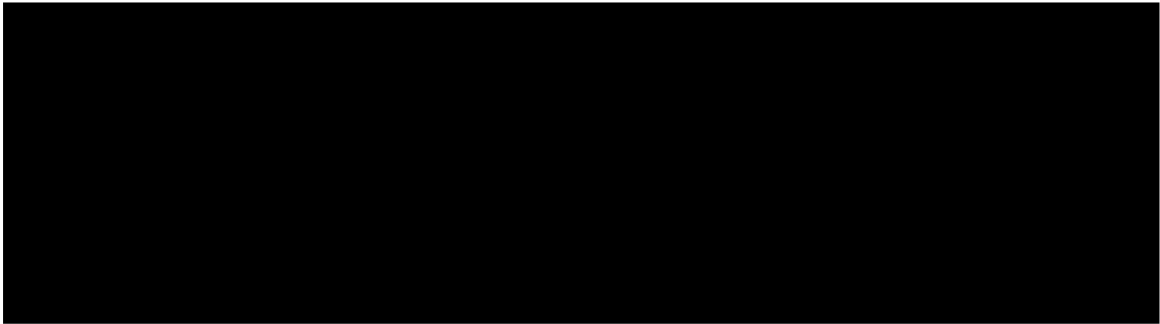
[REDACTED]

(iii) Remaining Games. [REDACTED]

[REDACTED]

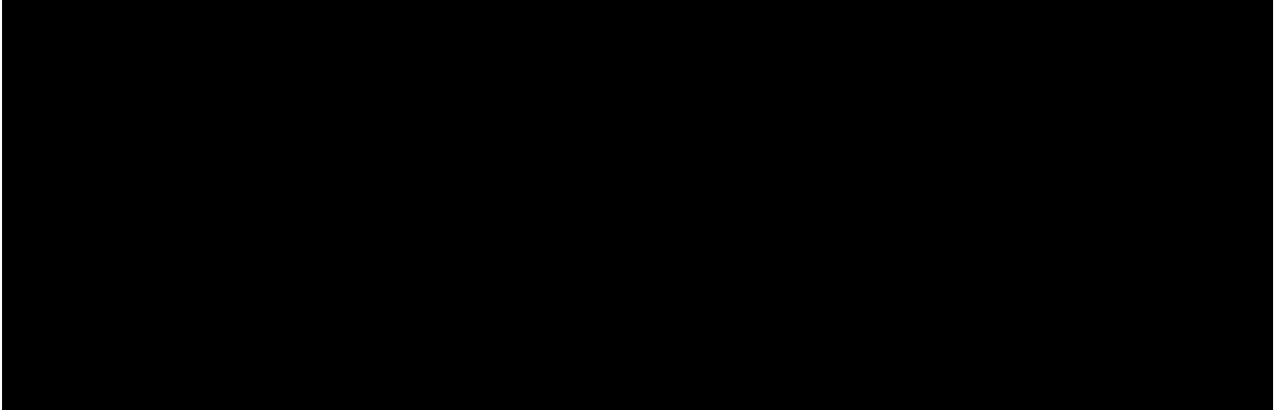
(b) Home Cross-Over Games. [REDACTED]

[REDACTED]

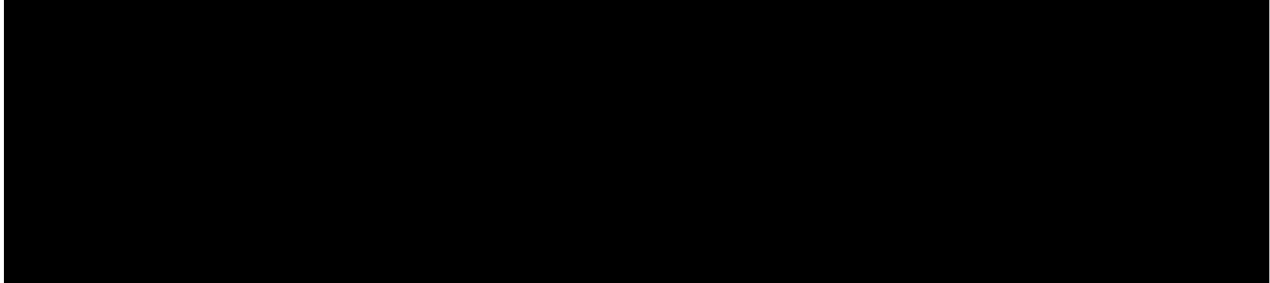


7. WOMEN'S BASKETBALL. As used in this **Section 7**, the terms "ESPN Games" and "Games" include only women's basketball ESPN Games, and the term "Season" includes only women's basketball Seasons.

7.1 Scheduling. Conference shall



7.2 Selection Exclusivity.



7.3 Start Times. The specific windows and start times for each ESPN Game shall be determined by ESPN, subject to the following:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

7.4 Distribution Obligations.

[REDACTED]

(a) ESPN/ABC Networks.

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

[REDACTED]

(b) Syndication.

(i) [REDACTED]

[REDACTED]

(ii)

(iii)

8. OLYMPIC SPORTS AND OTHER PROGRAMMING. As used in this **Section 8**, the term “Games” includes only Olympic Sport ESPN Games, and the term “Season” includes only the Season of the relevant Olympic Sport.

8.1 Scheduling. Conference shall

8.2 Selection Exclusivity. ESPN

8.3 Distribution Obligations.

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

For the avoidance of doubt, ESPN's (or its sublicensee's) Distribution of ESPN Games in satisfaction of the obligations in **Sections 8.3(d), (e), (f) and (g)** in **Sections 8.3(a) and (b)**. ESPN shall have the right

8.4 Spring Football.

9. SPONSORSHIP PROGRAMS; RAYCOM SUBLICENSE; ACC DIGITAL RIGHTS.

9.1 Sponsorship Programs. Conference hereby grants ESPN

[REDACTED] described in Exhibit B attached hereto (collectively, the “Sponsorship Programs”).

9.2 ESPN Raycom Sublicense.

(a) ESPN hereby represents, and Conference hereby acknowledges, that contemporaneously with the execution of this Agreement, ESPN is entering into an agreement with Raycom (the “ESPN Raycom Sublicense”), which agreement shall be coterminous with the Term of this Agreement and shall cause Raycom to agree [REDACTED]

[REDACTED]

(collectively, the “Raycom Syndication Obligations”). Conference agrees to work with Raycom (and ESPN and any other person or entity approved by Conference in accordance herewith that performs the Raycom Syndication Obligations during the Term of this Agreement) in connection with its performance of the Raycom Syndication Obligations consistent with past practice and to comply with the terms and deliverables set forth in Exhibit B.

(b) In the event that Raycom fails to perform one or more material obligations with respect to the Raycom Syndication Obligations (including, without limitation, failure to pay any fees due the Conference in connection with the Promotional Partner Packages, as such term is defined in Exhibit B), Conference may terminate this Agreement solely with respect to the Raycom Syndication Obligations in their entirety and solely with respect to Raycom, upon written notice to ESPN at any time after the failure by Raycom to perform such material obligation(s) which is not cured by Raycom within thirty (30) days after written notice by Conference to ESPN. Any termination of the Raycom Syndication Obligations by Conference in accordance with this **Section 9.2(b)** shall cause an automatic termination of the ESPN Raycom Sublicense. In the event of termination of the Raycom Syndication Obligations by Conference under this Agreement (and corresponding termination of the ESPN Raycom Sublicense), all Raycom Syndication Obligations shall automatically revert to ESPN, which obligations ESPN shall promptly assume and perform at its sole expense directly or, subject to Conference’s prior approval, not to be unreasonably withheld, sublicense to one or more Syndication Partners.

(c) In the event of a termination of the ESPN Raycom Sublicense for any reason other than as set forth in **Section 9.2(b)** above (including, without limitation, for a material breach of the ESPN Raycom Sublicense by either ESPN or Raycom), ESPN shall so notify Conference, after which all Raycom Syndication Obligations shall automatically revert to ESPN, which obligations ESPN shall promptly assume and

perform at its sole expense directly or, subject to the Conference's prior approval, not to be unreasonably withheld, sublicense to one or more Syndication Partners.

(d) For the avoidance of doubt, nothing herein shall preclude ESPN from amending the ESPN Raycom Sublicense during the Term and sublicensing the Raycom Obligations, in whole or in part, to one or more Syndication Partners, subject in each case to the prior approval of Conference, not to be unreasonably withheld.

(e) [REDACTED]

9.3 ACC Digital Offerings.

(a) Conference hereby represents, and ESPN hereby acknowledges, that contemporaneously with the execution of this Agreement and the ESPN Raycom Sublicense, Conference is entering into an agreement with Raycom (the "ACC Raycom Digital Rights Management Agreement"), which agreement (subject to earlier termination in accordance with the agreement) shall [REDACTED] and shall grant Raycom the exclusive right and obligation to manage and operate certain "ACC Digital Offerings" comprised of the following: [REDACTED]

[REDACTED]

(b) In the event that Raycom fails to perform one or more material obligations under the ACC/Raycom Digital Rights Management Agreement (including, without limitation, failure to pay any monies due Conference), Conference may terminate said Agreement in its entirety any time after the failure by Raycom to perform such material obligation(s) within thirty (30) days after written notice by Conference to Raycom. In the event of such termination by Conference, Conference shall have the option to directly assume responsibility for managing and operating the ACC Digital Offerings in its sole discretion or to subcontract same to one or more third parties. [REDACTED]

[REDACTED]

10. PRODUCTION AND FACILITIES.

10.1 ACC Branding.

(a) ACC Branding on ESPN/ABC Networks. ESPN and ACC shall jointly develop and implement a branding program for all ESPN Games to be Distributed on ESPN/ABC Networks. Such branding shall be unique to the ACC and shall be of a scope and nature appropriate to favorably promote a top college sports conference.

(b) ACC Branding on Syndication. ESPN, in conjunction with the Syndication Partner, shall develop and implement a branding program for all ESPN Games Distributed by OTA Syndication, provided that (i) all such ESPN Games shall contain “ACC Network” branding and (ii) the scope and nature of all such branding shall be subject to the mutual written approval of the parties. ESPN, in conjunction with the Syndication Partner, shall use Commercially Reasonable Efforts to include in all ESPN Games Distributed by Regional Cable Syndication “ACC Network” branding, subject to the mutual written approval of the parties.

10.2 Production Responsibility. ESPN (and its sublicensees)

[REDACTED]

10.3 Cut-Aways. Without limiting the foregoing, during its telecasts of ESPN Games, ESPN (and its sublicensees) shall have the right to cut away to, and/or provide “bonus coverage” of, other events or programming;

[REDACTED]

10.4 Enhanced Program Content. ESPN (and its sublicensees) shall have the right to

[REDACTED] Enhanced Program Content [REDACTED]
The Enhanced Program Content may include

[REDACTED] The

Enhanced Program Content may be [REDACTED]

[REDACTED] The

Enhanced Program Content may be [REDACTED]

[REDACTED]

10.5 Administration of Games.

(a)

[REDACTED]

[REDACTED]

(b) [REDACTED]

10.6 Facilities.

(a) At each ESPN Game (other than Qualifying Multi-Team Event Games), Conference will provide ESPN (and its sublicensees) with the production facilities set forth in Exhibit C, all without cost to ESPN (or its sublicensees) unless otherwise specified. ESPN (and its sublicensees) shall have access, without charge, to all official scoring computers or other available electronic feeds or devices controlled by the Conference or Conference Institution that provide or include any Data related to the ESPN Game and/or relating to the participating teams, whether real-time, delayed or historical in nature. Conference shall cause each Conference Institution to provide access to such Data feeds commencing with the 2011-12 Season.

(b) Upon request by ESPN (or its sublicensees, as applicable), Conference and each Conference Institution will make available any still photographs, recordings and transcripts of interviews, footage or other materials that the Conference or the relevant Conference Institution controls or has the right to license, and can provide without infringing or violating the rights of any third party, for use in Programs and other exploitation in accordance with the rights granted to ESPN herein, provided that ESPN agrees to reimburse any out-of-pocket tape stock, duplication and shipping costs.

(c) Conference and each Conference Institution further agree to provide access to suitable locations at the site of each ESPN Game for other ESPN programming and platforms (for example, College GameDay, ESPN.com, ESPN The Magazine, ESPN Radio), and press and photography credentials to each ESPN Game for ESPN (and its sublicensees) equivalent to the highest grade of press credentials given for that ESPN Game, all without additional cost to ESPN (or its sublicensees), other than reimbursement of any incremental out-of-pocket costs incurred by a Conference Institution in providing facilities to ESPN (or its sublicensees). ESPN (or its sublicensees) shall be responsible for actual out-of-pocket expenses incurred in connection with space and locations for such additional programming and platforms but not for any additional site fees.

10.7 Signage.

(a) Football. During the Exclusive Window of each football ESPN Game, Conference represents that, unless ESPN consents thereto in advance in writing:

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

For the avoidance of doubt, the posting of Conference or Conference Institution branding or logos are not a breach hereof and do not require ESPN's permission as provided herein.

(b) Basketball. Conference and the Conference Institutions may offer signage at the sites of all basketball Games, provided that, in all sites where rotating and/or LED signage facilities exist: [REDACTED]

[REDACTED]

[REDACTED]

(c) Pre-existing Signage Agreements. To the extent any Conference Institution has any pre-existing agreement [REDACTED] Conference will cause [REDACTED] provided that no Conference Institution will be [REDACTED]

(d) Exclusions. The restrictions of this **Section 10.7** shall not apply to logos, insignia, trade names, and trademarks which are part of uniforms and equipment worn by and/or used by players and coaches of the teams participating in a Game, consistent with current practice.

(e) ESPN Signage. ESPN (and its sublicensees) may display its name and trademarks on banners, its equipment and on any platform or telecasting booth used at the site. It is understood that ESPN (and its sublicensees) shall have a priority for its banner position at any ESPN Game and may cover or move the banner of any entity in ESPN's (or its sublicensees') position.

10.8 Exclusivity. Conference shall not, and shall cause Conference Institutions not to, permit access to the site of any ESPN Game to any person or entity (other than Conference, a Conference Institution or ESPN or its designees, or ESPN's sublicensees or their respective designees) for purposes of obtaining ESPN Game Coverage to be Distributed during the Exclusive Window. Press credentials issued to electronic news gathering ("ENG") crews or other persons not affiliated with ESPN (or its sublicensees) or the participating institutions will (i) restrict the use of ESPN Game Coverage (whether produced by ESPN (or its sublicensees)) to Highlights consistent with the News Access Guidelines as described in **Section 2.6** (unless approved otherwise in writing by ESPN) and (ii) prohibit such crews from authorizing use of such Highlights by third parties. For the avoidance of doubt, Conference and Conference Institutions shall have the right to permit access to the Site to ENG crews in designated areas solely for the purpose of filming and exploiting footage of press conferences.

11. COMMERCIAL MATTER AND PROMOTION.

11.1 Distribution of ESPN Games.

(a) ESPN (and its sublicensees) shall have the right [REDACTED]

[REDACTED] provided that ESPN (and its sublicensees) fully complies with the commercial formats attached as Exhibit D and Exhibit E [REDACTED]

(b) Provided that ESPN (and its sublicensees) complies with the formats set forth in Exhibits D and E, ESPN (and its sublicensees) may [REDACTED]. [REDACTED] In addition to the foregoing, ESPN (and its sublicensees) shall have the right [REDACTED]

[REDACTED] sublicensees) may elect in its sole discretion (except as specifically prohibited herein).

11.2 Football Championship Game. Without limiting the generality of the foregoing, ESPN shall have the right to [REDACTED]

[REDACTED] Conference agrees [REDACTED]

[REDACTED] Except as specifically provided in this

Section 11.2, ESPN agrees that [REDACTED]

[REDACTED] Conference shall [REDACTED]

Conference further agrees

11.3 Tournaments.

11.4 Virtual Advertising and Imaging. ESPN shall

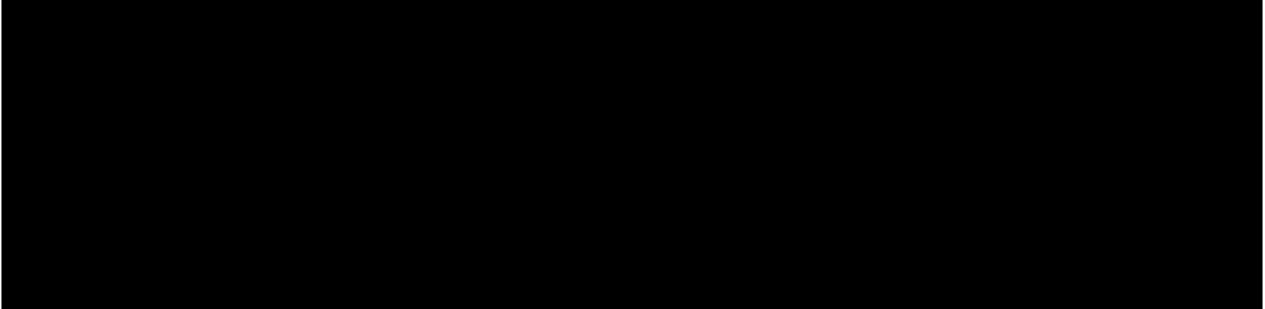
Subject to this **Section 11.4**, ESPN (and its sublicensees)

11.5 Pre-Game/Halftime/Post-Game Programming. For any ESPN Game, ESPN (and its sublicensees) shall have the right, but not the obligation, in addition to the ESPN Game telecasts, to produce and televise pre-game, halftime, post-game or any other related programming (originating from the site of the competition or from elsewhere, as ESPN (or its sublicensees) may elect). Subject to **Sections 11.4** and **11.6**, ESPN (and its sublicensees) may insert such commercial, promotional and other matter as ESPN (and its sublicensees) elects into such programming.

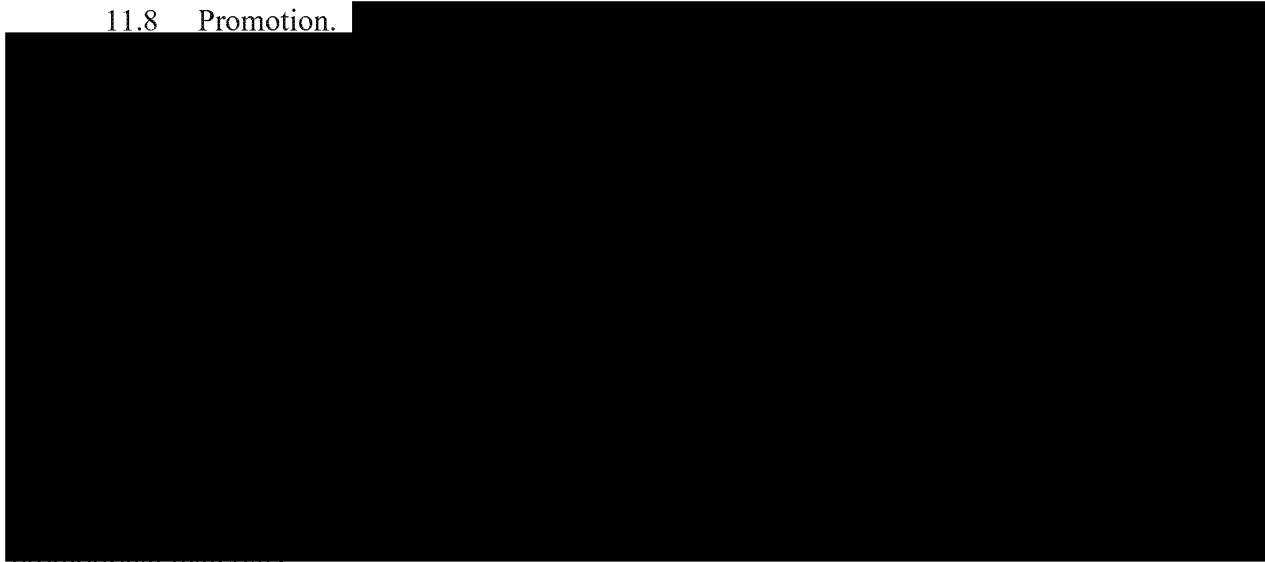
11.6 Commercial Subject Matter.

11.7 Institutional Messages. During each ESPN Game, ESPN (and its sublicensees) will Distribute Institutionals to be allocated in Conference's discretion as follows:

-
-
-



11.8 Promotion.



promotional materials.

12. ARCHIVE GAMES.

12.1 Assignment and License of Archive Games.

(a) Assignment of Copyrights.



[REDACTED]

(b) Third Party Materials and Non-Game Elements. [REDACTED]

[REDACTED]

12.2 Terms of Assignment And License. [REDACTED]

[REDACTED]

(a) Copies of Archive Games. [REDACTED]

[REDACTED]

(b) Pre-Existing Claims. [REDACTED]

[REDACTED]

(c) Challenges by Conference Institutions. [REDACTED]

[REDACTED]

12.3 License Back To ESPN. [REDACTED]

[REDACTED]

[REDACTED]

13. CONFERENCE COMPOSITION.

13.1 [REDACTED]

13.2 [REDACTED]

13.3 If, during the Term (i) any academic institutions become members of Conference for purposes of participating in varsity football or basketball Games such that the total number of Conference Institutions set forth in Exhibit A increases by more than one or (ii) [REDACTED]

[REDACTED] and the Conference and ESPN shall promptly negotiate in good faith appropriate adjustments (if any) to this Agreement with respect to rights fees [REDACTED]

13.4 In the event that, within a sixty-day period after any occurrence described in the preceding Sections [REDACTED] 13.3 that requires good faith negotiation between the parties, the Conference and ESPN have not reached agreement with respect to the appropriate adjustments hereto, then the Conference or ESPN may initiate dispute resolution procedures [REDACTED]

[REDACTED]

14. [REDACTED]

14.1 [REDACTED]

14.2 [REDACTED]

14.3 [REDACTED]

[REDACTED]

14.4 [REDACTED]

(a) Subject to **Section 14.2**, [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED]

15. NAME AND LIKENESS. Conference, and each Conference Institution, shall obtain all rights and consents necessary or contemplated for the exercise of ESPN's (and its sublicensees') rights to Distribute Games and Programs under this Agreement during the Term including, without limitation, all name and likeness rights of all participants, officials and any other persons connected with each Game to be Distributed by or on behalf of ESPN (including those of any non-Conference Institution participating in such Games), and the names, trademarks, service marks, logos or other indicia of origin of each Conference Institution participating in such Games (and those of any non-Conference Institution participating in such Games), in connection with the following purposes during the Term: (i) exercise of ESPN's rights to the Games and Programs; (ii) for news or information; and (iii) for advertising and promoting its Distribution of such Games and Programs including, but not limited to, (A) ESPN "institutional" advertising (*i.e.*, advertising designed to create good will and prestige) and (B) advertising or promotion of the Programs in any and all means and media now known or hereinafter developed including, but not limited to, use in any media platform (or component thereof) promoting ESPN and its Affiliates' programs and services (and ESPN's sublicensees' programs and services), whether or not such media platform (or component thereof) is in close proximity to other promotional material or advertising for third party products or services. Any such use shall not be in the manner of an endorsement of any product, service or political cause or candidate. Other than as set forth herein, ESPN shall make no other use of the trademarks, service marks, logos, other indicia of origin of the Conference or any Conference Institution, or the likenesses of participants, without prior written approval by the Conference or the appropriate individual, if

necessary. Notwithstanding the foregoing sentence or any other provision of this Agreement, this Agreement shall not in any way limit or condition any rights or privileges under any law, doctrine or contract that ESPN (or its sublicensees) may have at any time to depict, refer to or otherwise utilize the name, likeness, trademarks, service marks, logo or indicia of origin of any institution, participant, person or other entity connected with Conference, any Conference Institution or any ESPN Game.

16. COPYRIGHT.

16.1 Copyright Ownership.

(a) Authorship and Initial Ownership. ESPN shall be the author and initial owner of the copyrights to the Programs of each ESPN Game in the country in which the Programs were produced.

(b) Assignment To Conference. ESPN hereby irrevocably assigns and transfers to the Conference all copyrights to all Programs of ESPN Games. ESPN will reasonably cooperate with Conference in executing any documentation necessary for Conference to file for copyright registrations with the U.S. Copyright Office; provided that, should Conference be required to file a copy of this Agreement in connection therewith, Conference will so notify ESPN in advance and use Commercially Reasonable Efforts (at its cost) to preserve the confidentiality of the Agreement (*e.g.*, seek a protective order, file a redacted version only). Notwithstanding the foregoing, ESPN shall retain ownership of all copyrights to any Non-Game Elements it incorporates within the Programs of ESPN Games, other than, in each case, any award presentations or ceremonies following an ESPN Game and interviews conducted by ESPN's (or its sublicensees') talent of participants, coaches, Conference representatives and other officials appearing in a particular ESPN Game Program (which copyrights are hereby assigned and transferred to Conference). For the avoidance of doubt, ESPN irrevocably assigns to the Conference the exclusive right to apply for and receive any statutory royalties under the control of the Copyright Royalty Boards attributable to the Programs of the initial live Distribution of each such ESPN Game.

(c) Further Assurances. ESPN agrees to promptly execute and deliver all further instruments and documents that may be necessary or that the Conference may reasonably request in order for the Conference to perfect the assignment of the copyrights to the Programs and to secure copyright registrations in the Programs, in each case in furtherance of **Section 12** and this **Section 16**.

16.2 Footage Licensing. Any licensing of Coverage by the Conference must protect the exclusivity of ESPN's rights granted hereunder in accordance with the provisions of this Agreement. To the extent that the Conference receives any request to license Non-Game Elements on a standalone basis (*i.e.*, other than in-context use as incorporated into the Programs), the Conference shall forward that request to ESPN, which shall have the authority to license such materials and retain all resulting revenues.

16.3 Third-Party Materials and Non-Game Elements. Conference acknowledges that Programs of ESPN Games may contain Third-Party Materials and Non-Game Elements, which are as between ESPN and Conference, owned by ESPN and its third party licensors. ESPN's assignment of copyright is made without any representation or warranty to Conference of any kind regarding Third-Party Materials and Non-Game Elements, and is made strictly on a quitclaim, as-is, where-is basis. ESPN specifically disclaims any and all warranties, including warranties of merchantability and fitness for a particular purpose, clear and marketable title, and non-infringement of third-party rights. Conference shall be solely responsible for obtaining, and ESPN shall have no indemnification obligations regarding, all necessary consents, waivers, and/or clearances in connection with the Conference's Distribution of Third-Party Materials and Non-Game Elements. Conference additionally shall be responsible for any payments or royalties arising from Conference's use or exploitation of any Third Party Materials and Non-Game Elements in the Programs of the Games. To the extent that any consent, approval, license or payment obligation relates in any way to any contract or other arrangement to which ESPN was a party, ESPN may, if it elects, have the sole authority to negotiate on behalf of Conference with any third party asserting any right to consent, approval, license or receive payment related to the use of those elements (provided that ESPN shall not resolve or settle any such negotiation without the approval of Conference).

16.4 Delivery And Access. ESPN shall provide (and shall cause its sublicensees to provide) the Conference with a copy of the Programs of the initial live Distribution of each ESPN Game in Beta SP, Beta SX or DigiBeta SP format, or any other format that ESPN (or its sublicensees) generally makes available to third parties, as requested by the Conference (or another mutually-agreed upon format) no later than five (5) business days after the conclusion of each such ESPN Game. ESPN shall also provide (and shall cause its sublicensees to provide) the Conference (or its designee(s), including without limitation replay officials) with access to a clean video feed, with natural sound audio, of the Programs of the initial live Distribution of each ESPN Game through a direct connection with ESPN's or its sublicensee's or designee's production vehicle, at no charge to the Conference or its designee. ESPN shall also provide (and shall cause its sublicensees to provide) Conference (or its designee) the right to access a fully-produced feed of the telecast signal of each ESPN Game, including the satellite coordinate information for each ESPN Game, at no charge to the Conference or its designee. The Conference or its designees shall be responsible for making all necessary arrangements with third parties for the delivery or reception of such signal, including payment of any third-party satellite or telco charges, if any. As used herein, Conference access shall include access to any and all high definition Game feeds.

17. TRADEMARKS. Conference hereby grants ESPN (and its sublicensees) a limited, non-exclusive license during the Term to use and reproduce the trademarks, servicemarks and other indicia of origin associated with Conference (including, without limitation, the Championship Logo) and the Conference Institutions (including, without limitation, the names, logos and uniform colors and designs of all the Conference Institutions) (collectively, the "ACC Marks") solely for the purpose of fulfilling ESPN's obligations and realizing ESPN's rights under this Agreement, including: (a) promoting and marketing the ESPN Games and Programs and ESPN's (and its sublicensees') Distribution thereof; (b) promoting and marketing the ACC, and the Conference Institutions, both separately and in conjunction with ESPN's (and its sublicensees') Coverage thereof; and (c) exercising ESPN's Distribution rights to the ESPN Games and

Programs, in each case subject to any restrictions imposed upon Conference and of which Conference notifies ESPN with respect to use of Conference Institution marks (e.g., requirements to use collective Conference Institution marks). Any such use shall not be in the manner of an endorsement of any product, service or political cause or candidate. The foregoing license shall include the right to use and reproduce the ACC Marks after the Term solely in connection with any permitted Distribution by ESPN of Programs and Games after the Term (and any promotion and marketing thereof).

18. FORCE MAJEURE; PRE-EMPTION.

18.1 Delay/Interruption of Scheduled ESPN Game.

(a) In the event and to the extent that any ESPN Game or the telecast of any ESPN Game is interrupted, delayed, prevented or canceled at the scheduled time due to a Force Majeure Event (or due to such Force Majeure Event, had not yet been

[REDACTED]

[REDACTED] Notwithstanding the foregoing, the occurrence of a Force Majeure Event [REDACTED]

[REDACTED]

If any scheduled ESPN Game is postponed or delayed for reasons of a Force Majeure Event and Conference [REDACTED]

[REDACTED]

(b)

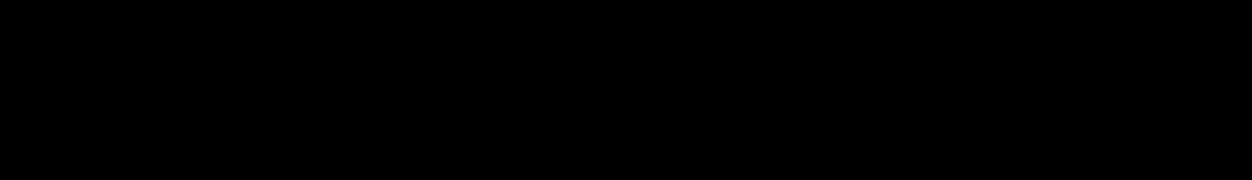
[REDACTED]

18.2 Cancellation of ESPN Game Without Rescheduling.

[REDACTED]



18.3 Pre-emption. Nothing in this **Section 18** shall limit ESPN's right to preempt or interrupt any Program,



18.4 Rights Fees. In the event ESPN's Distribution, production or recording of any ESPN Game is cancelled or interrupted in whole or in part because of a Force Majeure Event, or because of pre-emption for a news event of overriding public importance as permitted in Section 18.3, ESPN shall


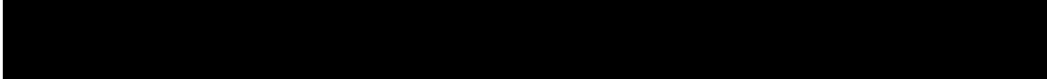
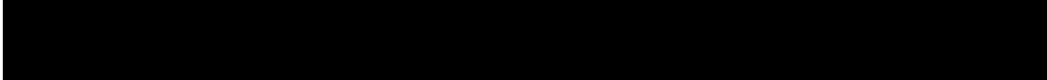
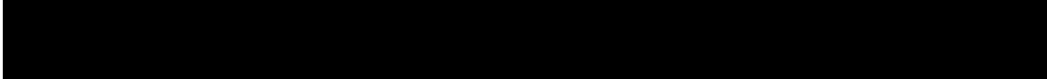


18.5 No Breach of Minimum Distribution Obligations.



19. TICKETS. Each Season, Conference or the home Conference Institutions shall provide ESPN with the following:

19.1 Football.

- 
- 
- 
- 

- [REDACTED]

19.2 Men's Basketball.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

19.3 Women's Basketball and Olympic Sports.

- [REDACTED]

ESPN shall notify Conference of its ticket requirements for each ESPN Game as follows: (i) at least sixty (60) days prior to the start of the men's basketball Tournament; and (ii) thirty (30) days prior to any women's basketball or Olympic Sports Game.

20. WARRANTIES.

20.1 By Conference. Conference represents and warrants that: (a) it is free to enter into and perform this Agreement and has taken all action necessary for the authorization (including board approval), execution, delivery and performance of this Agreement and its obligations hereunder; [REDACTED]

[REDACTED]

Conference acknowledges that ESPN's rights herein are valuable, specific and unique. Conference warrants that it will not grant or condone the grant to any third party any rights to the Games which Conference has granted to ESPN in this Agreement or any rights inconsistent with the rights so granted to ESPN.

20.2 By ESPN. ESPN represents and warrants that: (a) it is free to enter into and perform this Agreement and has taken all action necessary for the authorization (including board approval), execution, delivery and performance of this Agreement and its obligations hereunder;

[REDACTED]

ESPN acknowledges that Conference's rights herein are valuable, specific and unique.

21. INDEMNIFICATION.

21.1 By Conference. Conference agrees at all times to indemnify, defend and hold harmless ESPN and its Affiliates, and ESPN's permitted licensees, sponsors obtained by ESPN (and its sublicensees) of any Program and their advertising agencies, any stations or systems over which the Programs are Distributed by or on behalf of ESPN (and its sublicensees) and any of their respective officers, directors, agents, employees and permitted assigns ("ESPN Indemnitees")

[REDACTED]

[REDACTED]

21.2 By ESPN. ESPN agrees at all times to indemnify, defend and hold harmless the Conference, each Conference Institution and its and their permitted licensees, sponsors obtained by Conference of any Game and their advertising agencies, and their respective officers, directors, agents, employees and permitted assigns (“Conference Indemnitees”)

[REDACTED]

21.3 Procedure. 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 Claims 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 will 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.

22. TERMINATION.

22.1 By Conference. Subject to Conference’s termination rights set forth in **Section 9.2(b)**, this Agreement may be terminated by the Conference, at its option, upon written notice to ESPN at any time after the failure by ESPN to perform any material obligation hereunder which is not cured within thirty (30) days after written notice by the Conference to ESPN (except, however, if ESPN is unable to cure, due to the nature of the failure, Conference may not terminate if within ten (10) business days after written notice by the Conference to ESPN, ESPN

has paid or indemnified Conference for any loss resulting from such failure by ESPN and has taken reasonable steps to prevent a recurrence of such failure) provided, however, that after the third material breach that is similar in nature, no cure period is required prior to termination). The Conference may also terminate this Agreement prior to the normal expiration of the Term if ESPN: (a) becomes insolvent, (b) files a petition in bankruptcy or (c) makes an assignment for the benefit of creditors. Any termination by the Conference pursuant to this **Section 22.1** shall not constitute a breach of this Agreement by the Conference or compromise or otherwise affect any other rights or remedies the Conference may have under law or at equity.

22.2 By ESPN. This Agreement may be terminated by ESPN, at its option, upon written notice to the Conference at any time after the failure by the Conference to perform any material obligation hereunder which is not cured within thirty (30) days after written notice by ESPN to the Conference (except, however, if Conference is unable to cure, due to the nature of the failure, ESPN may not terminate if within ten (10) business days after written notice by the ESPN to Conference, Conference has paid or indemnified ESPN for any loss resulting from such failure by Conference and has taken reasonable steps to prevent a recurrence of such failure) provided, however, that after the third material breach that is similar in nature, no cure period is required prior to termination). ESPN may also terminate this Agreement prior to the normal expiration of the Term if Conference: (a) becomes insolvent, (b) files a petition in bankruptcy or (c) makes an assignment for the benefit of creditors. Any termination by ESPN pursuant to this **Section 22.2** shall not constitute a breach of this Agreement by ESPN or compromise or otherwise affect any other rights or remedies that ESPN may have under law or at equity.

23. PROGRAM MATTER; SECTION 507 OF THE COMMUNICATIONS ACT. Conference will and will cause each Conference Institution to conform to ESPN's reasonable program and operating policies in connection with the staging of ESPN Games provided that those policies are provided to Conference reasonably in advance of the affected ESPN Game. Conference agrees to comply and will cause each Conference Institution to comply with the requirements of Section 507 of the Communications Act concerning broadcast matter and disclosure required thereunder. Except as provided hereunder, Conference represents and warrants that Conference and each Conference Institution have not accepted or agreed to accept, or will not hereafter accept or agree to accept, and will not permit their respective agents or representatives to accept, any money, service, or other consideration for the inclusion of any material or matter in or as part of the ESPN Games or Programs thereof.

24. GENERAL TERMS.

24.1 Notices. All notices hereunder shall be in writing and shall be sent by personal delivery or by first class mail certified, or registered, by verified facsimile or by overnight courier, to the addresses of the parties set below, or such other address or addresses as may be designated by either party. Such notices shall be deemed to have been given upon being mailed, provided that any notice of a change of address shall not be deemed effective until receipt.

TO ESPN:

John Wildhack
Executive Vice President, Programming
ESPN, Inc.
ESPN Plaza
Bristol, CT 06010

With a copy to:
Legal Department
ESPN, Inc.
ESPN Plaza
Bristol, CT 06010

TO CONFERENCE:

John Swofford
Commissioner
Atlantic Coast Conference
4512 Weybridge Lane
Greensboro, NC 27407

With a copy to:

Barry Frank
IMG
432 West 45th Street
New York, NY 10036
T [REDACTED] | F: [REDACTED]

24.2 Governing Law. This Agreement and all collaterally related issues shall be construed under and governed by the internal laws of the State of New York, and the parties agree that any dispute [REDACTED]

[REDACTED] shall be adjudicated by the courts located in the County of New York. Each party hereby submits to the jurisdiction of such courts and waives any defense it might have that any such court is not the appropriate venue for the adjudication of disputes arising hereunder. In any dispute arising hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in connection therewith including, without limitation, the cost of enforcing rights to indemnification pursuant to **Section 21** above, in addition to any other amounts to which such prevailing party may be entitled.

24.3 Entire Agreement; Waiver; Construction. This Agreement shall constitute the entire understanding between the parties with respect to its subject matter, shall supersede any prior agreements between ESPN or Conference with respect to the subject matter of this Agreement, provided that this Agreement shall not limit any pre-existing representation, warranty or indemnification obligations of the parties in connection with the staging, production or Distribution of the Archive Games. 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, statues, codes, ordinances, rules and regulations relating to the matters covered hereunder. This Agreement cannot be changed or terminated orally. No amendment, modification, supplement or waiver of this Agreement shall be binding unless set forth in writing and signed by both parties. A waiver of any provision

hereof or the breach of any provision by either party in one instance shall not be deemed a waiver of the same in any future instance. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. In any case where this Agreement requires mutual consent, approval or agreement, failure to obtain such shall not affect the validity or enforceability of the remainder of the Agreement. Provision headings are solely for convenience and have no legal significance. Any reference within this Agreement to any provision being “material” is solely for the sake of clarity and not limitation, and shall not be interpreted as meaning that any other provision in this Agreement is not material. No rule of construction for or against a drafting party shall apply to the interpretation of this Agreement.

24.4 No Agency. Nothing herein shall make ESPN, on the one hand, and Conference (or any Conference Institution), on the other hand, principal and agent or joint venturers. The parties are independent contractors with respect to one another, and neither shall have any authority to represent or bind the other in any manner or to any extent whatsoever.

24.5 Counterparts. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in counterparts, each of which shall be deemed an original and all of which taken together shall represent one Agreement.

24.6 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.

24.7 No General Waiver. This Agreement shall not in any way limit or condition any rights or privileges held by either party equivalent to those held by any member of the general public or the media not in contractual privity with the other party, or any rights or privileges that may be accorded to such party under statutory or common law. Nor shall any provision of this Agreement represent an acknowledgement that permission is required from Conference or any other person or entity for ESPN to utilize or Distribute Data.

24.8 Assignment.

(a) By ESPN. 



[REDACTED]

(b) By Conference. [REDACTED]

24.9 Public Announcement/Confidentiality. 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 all other parties to the Agreement. Each party shall maintain the confidentiality of this Agreement and its terms, and any other Confidential Information, except when disclosure is: (a) to a party's employees and contractors, accountants, auditors, tax advisors and legal counsel, each under a similar obligation of confidentiality; (b) as may be required in connection with a bona fide audit; (c) to each Conference Institution, provided that each Conference Institution shall be required to protect the confidentiality of this Agreement; and (d) as may be required by any legal process, court order, or governmental agency, in which event unless prohibited from doing so by law the party making such disclosure shall so notify the other party or parties as promptly as practicable prior to making such disclosure and shall seek confidential treatment of such information. Notwithstanding the foregoing, Conference acknowledges that ESPN shall have the right throughout the Term to disclose Confidential Information (including the terms of this Agreement) to any Syndication Partner (including, without limitation, Raycom) or National Sublicensee under a similar obligation of confidentiality. ESPN acknowledges that Conference shall have the right to disclose Confidential Information (including the terms of this Agreement) to Raycom for so long as Raycom is a Syndication Partner, but shall not have the right to disclose Confidential Information to any other Syndication Partner without ESPN's prior written approval. For the sake of clarity and not limitation, subject to the exceptions noted above, under no circumstances may either party permit the disclosure of the terms of this Agreement or of any Confidential Information to any third party, including any multichannel video system operator, any sports conference or league, or the organizer, promoter or agent of any sports event or property. As used herein, "Confidential Information" means all information, regardless of form, that is owned or lawfully controlled by either party, is not generally known to the public and is of a technical, business or other proprietary nature (including trade secrets, know-how, customer lists, business plans, and financial information), which is disclosed by one of the parties (the "Disclosing Party") to the other party (the "Receiving Party") during the Term. "Confidential Information" shall not include information that: (i) is or becomes publicly known through no act or failure to act on the part of the Receiving Party; (ii) was rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (iii) becomes rightfully known to the Receiving Party from a third party not subject to any independent confidential or proprietary restriction and who did not acquire or disclose such information by a wrongful or tortious act; or (iv) is or was developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information.

24.10 Board Approval. Conference expressly acknowledges that this Agreement shall not become effective and binding on the parties until it has been approved by the Board of

Directors of ESPN, in their sole discretion, provided that such approval shall be deemed to have been granted by ESPN's execution of this Agreement. ESPN expressly acknowledges that this Agreement shall not become effective and binding on the parties until it has been approved through the appropriate channels as specified by the Atlantic Coast Conference Constitution and By-Laws, provided that such approval shall be deemed to have been granted by ACC's execution of this Agreement. Each party agrees to notify the other party immediately upon the receipt of such approvals.

24.11 Survival. The obligations herein intended to remain in full force and effect after the Term shall survive the termination of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ESPN, INC.

ESPN ENTERPRISES, INC.

By: _____

By: _____

ATLANTIC COAST CONFERENCE

By: _____

EXHIBIT A

Conference Institutions

Boston College
Clemson University
Duke University
Florida State University
Georgia Institute of Technology
University of Maryland
University of Miami
University of North Carolina
North Carolina State University
University of Virginia
Virginia Polytechnic Institute and State University
Wake Forest University

EXHIBIT B

Sponsorship Programs

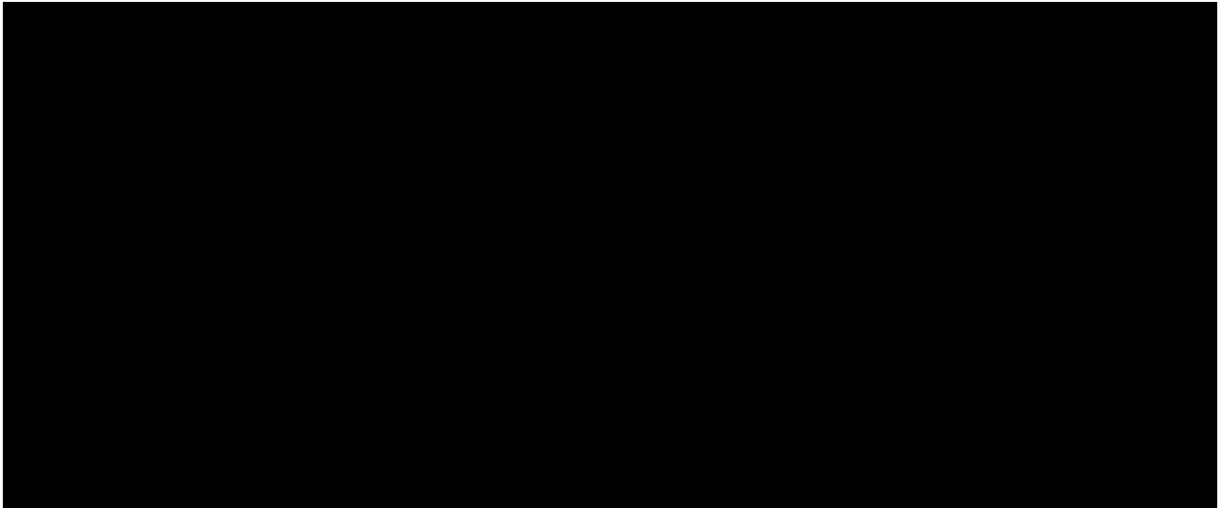
Subject to the terms set forth in this Exhibit B and this Agreement, Conference and ESPN (or its sublicensee) agree (i) to work together to improve, develop and implement the Official Corporate Partner Program and the Official Promotional Partner Program (as more fully set forth below) and (ii) that the process for improving, developing and implementing the foregoing programs is set forth below.

OFFICIAL CORPORATE PARTNER PROGRAM

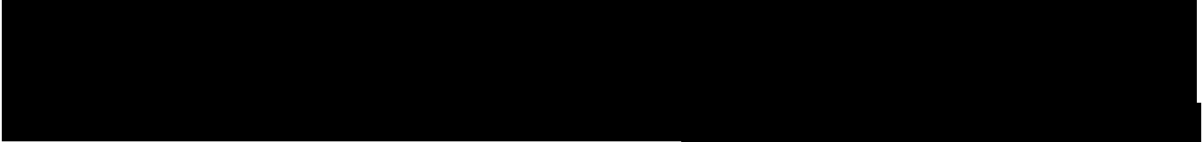
- During the Term, ESPN (or its sublicensee) [REDACTED] "Official Corporate Partner Program" [REDACTED]
[REDACTED]
[REDACTED] (each, a "Corporate Partner" and each sponsorship, a "Corporate Partner Package"). ESPN (or its sublicensee) will [REDACTED]
[REDACTED]
[REDACTED] ESPN (or its sublicensee) shall [REDACTED]
[REDACTED] Conference will [REDACTED]
[REDACTED]

OFFICIAL PROMOTIONAL PARTNER PROGRAM

- In addition to the Official Corporate Partner Program, ESPN (or its sublicensee) will work with Conference to create the "Official Promotional Partner Program" [REDACTED]
[REDACTED]



- For the avoidance of doubt [REDACTED]



- Conference and ESPN (or its sublicensee) agree that



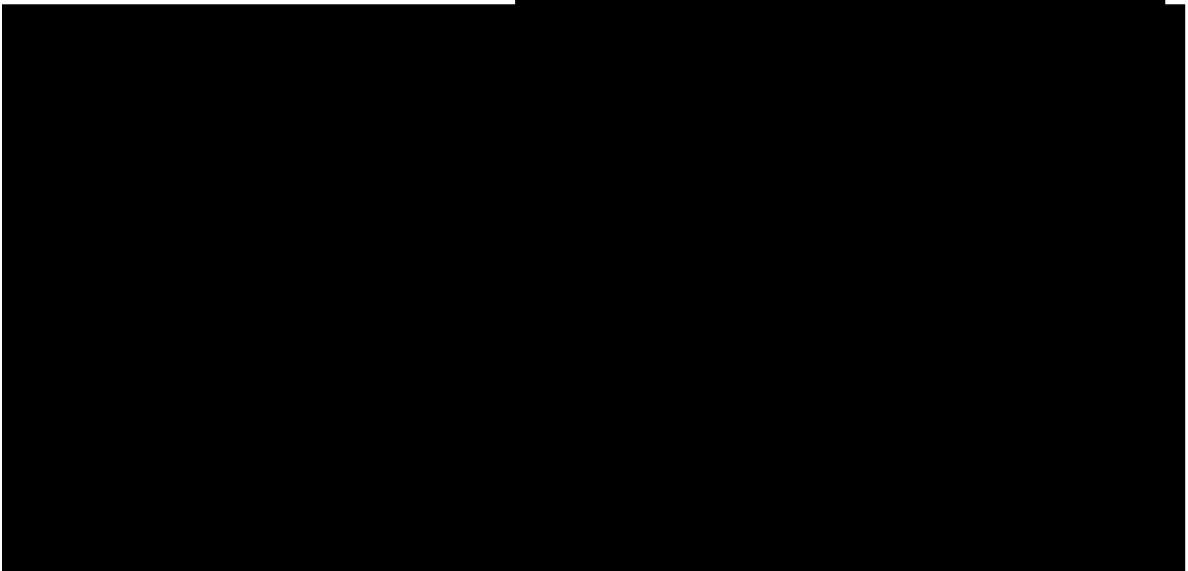
If the parties are unable to agree



the dispute will be submitted to binding arbitration in accordance with the dispute resolution procedures

and in accordance with the procedure set forth in **Section 13.4**.

- ESPN (or its sublicensee) shall maintain



[REDACTED]

FANFEST

- ESPN (or its sublicensee) will [REDACTED]
- [REDACTED]

USE OF MARKS

- In connection with the development, sale and fulfillment of Corporate Partner Packages and Promotional Partner Packages, ESPN (or its sublicensee) will have [REDACTED]
- [REDACTED]

[REDACTED] Notwithstanding the foregoing, Conference and ESPN (or its sublicensee) acknowledge and agree that the foregoing limitation with respect to Conference Institution Marks is [REDACTED]

[REDACTED]

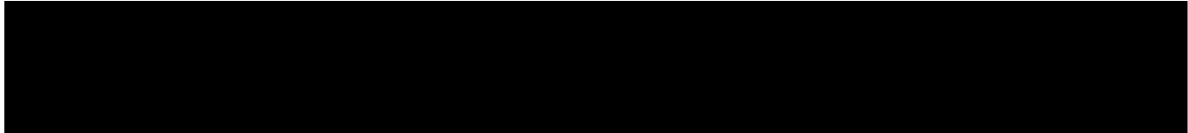
CONFERENCE DELIVERABLES

- Conference will provide, or cause its merchandising partner (or any other party acting on behalf of Conference) to provide, [REDACTED]
- [REDACTED]

- Conference will provide to ESPN (or its sublicensee) [REDACTED]
- [REDACTED]

- In addition, Conference will provide to ESPN (or its sublicensee) [REDACTED]
- [REDACTED]

- Conference will make Commercially Reasonable Efforts [REDACTED]
- [REDACTED]



SPONSORSHIP PROGRAMS DEVELOPMENT PROCESS

- Upon execution of this Agreement, ESPN (or its sublicensee) shall provide the Conference 

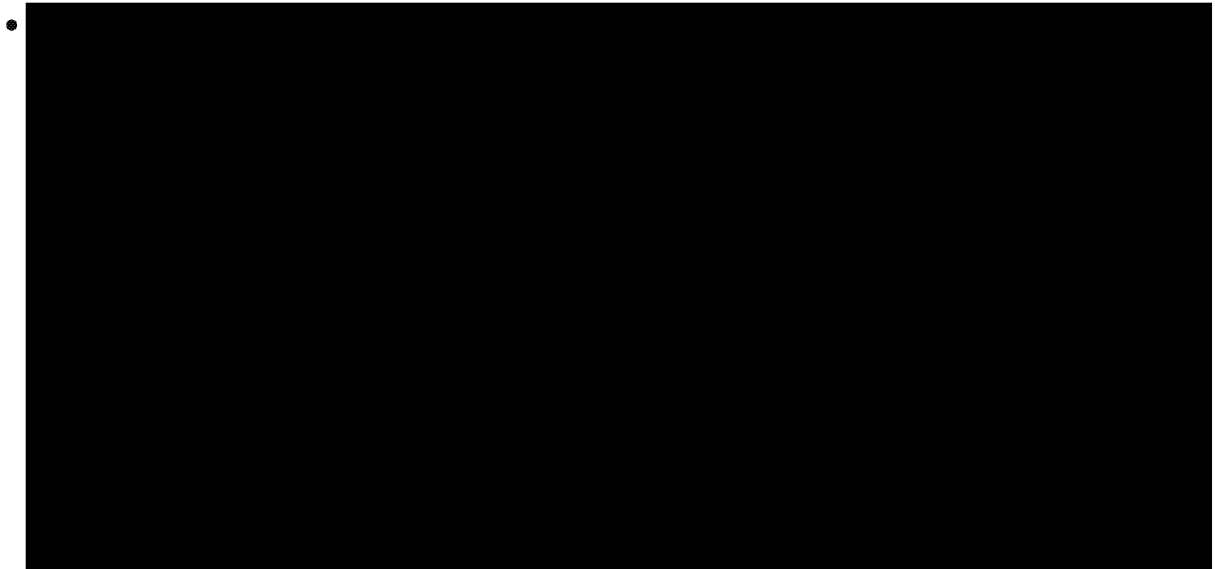
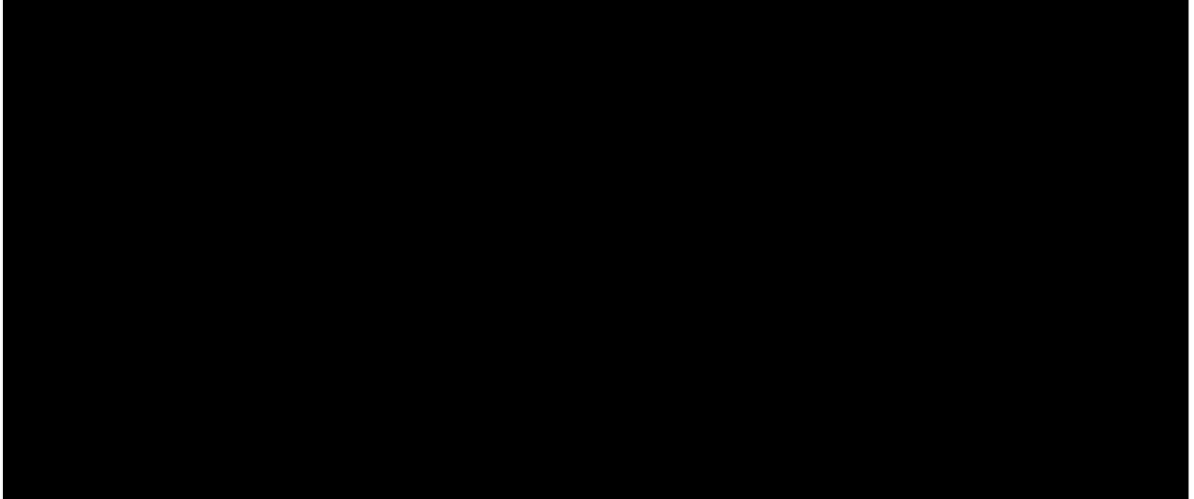


EXHIBIT C

Production Facilities

Conference shall provide to ESPN (and its sublicensees) the following production facilities and services in connection with its production of Programs of Games, including any pre-game, halftime or post-game programming (such as ESPN College GameDay). Each of the following will be provided without charge to ESPN, except as otherwise specified:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- Football College GameDay (or other pre-game show).

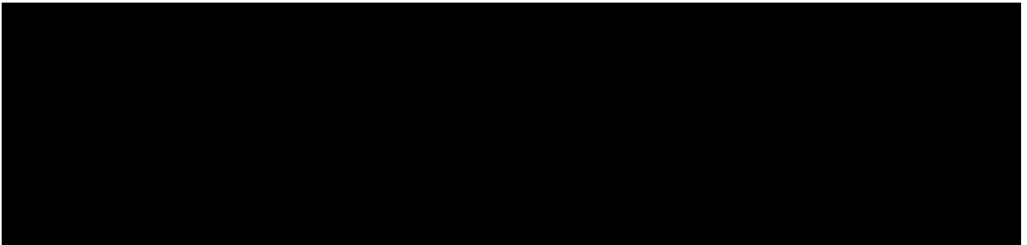
- Site Requirements.

- -
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 -
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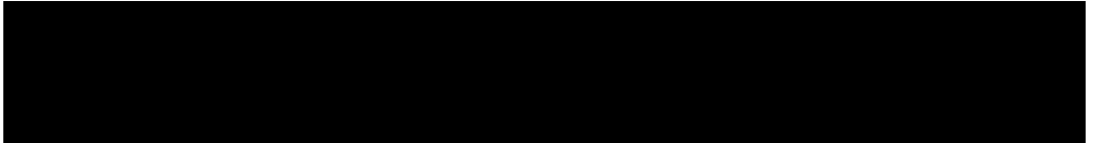
- College GameDay Television and Radio Sponsor Requirements.

- -
 -
 -



- Men's Basketball College GameDay (or other pre-game show).

-



All logistics and activities relating to the College GameDay (or any other pre-game show) production will be undertaken consistent with past practices, including, without limitation the coordination and approval of all such logistics and activities with the applicable Conference Institution prior to the start of the Season.

EXHIBIT D

Sample Live In-Action Timeout Format For Football Telecasts

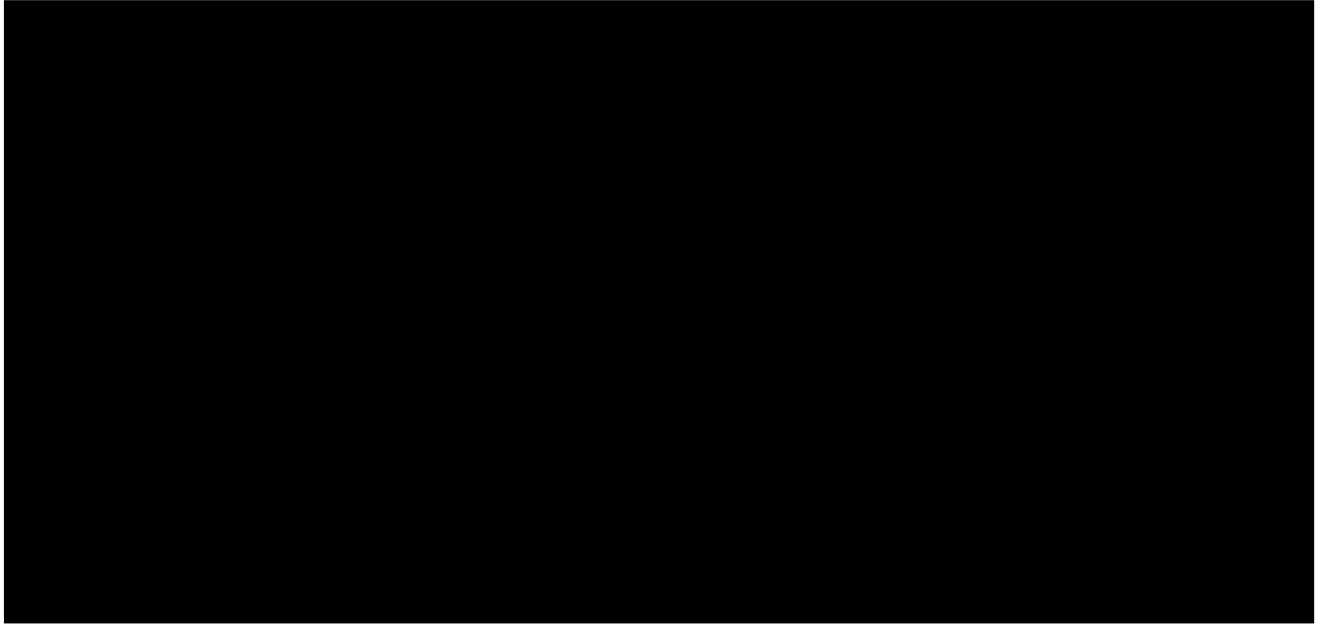


EXHIBIT E

Live In-Action Timeout Format For Basketball Telecasts

- 1.
- 2.
- 3.

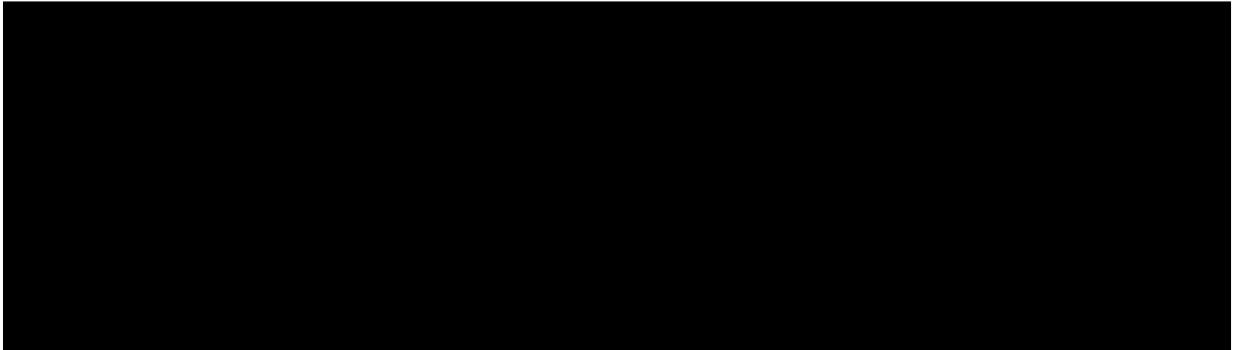


EXHIBIT F

ASSIGNMENT OF COPYRIGHTS

This **ASSIGNMENT OF COPYRIGHTS AGREEMENT** (the "Agreement"), dated as of _____, 20__, is between ESPN, Inc., a Delaware corporation and ESPN Enterprises, Inc., a Delaware corporation (collectively referred to as the "Assignor"), and The Atlantic Coast Conference, a North Carolina unincorporated association (the "Assignee").

BACKGROUND STATEMENT

Assignor owns all right, title and interest in and to the copyrights in the audiovisual programs of the games, tournaments and other events identified on **Appendix A** attached hereto (the "Copyrights"). Assignor desires to assign and Assignee desires to acquire all such rights in the Copyrights for the consideration and on the terms set forth herein and in the Multi-Media Agreement between Assignor and Assignee, dated as of July 8, 2010.

STATEMENT OF AGREEMENT

The parties hereto agree as follows:

1. Assignment. Assignor does hereby assign to Assignee the entire right, title and interest in and to the Copyrights, and any registrations thereof, together with the right to secure all registrations, renewals and extensions of the Copyrights, in all countries, pursuant to the laws now or hereafter pertaining thereto, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements of or damage or injury to the Copyright (provided that all rights to remedies for any past infringements through July 8, 2010 shall be retained by Assignor). Without limiting the foregoing, Assignee, its successors and assigns shall hold all rights to the Copyrights to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

2. Further Acts. Assignor hereby covenants and agrees that, without compensation to Assignor but at Assignee's expense it will, and will cause its legal representatives, employees, agents and assigns to, execute and deliver to Assignee any and all documents, and take such further acts, that may be necessary or appropriate to convey, assign, transfer, endorse and confirm in Assignee all of Assignor's rights and benefits in, to and under the Copyrights.

(Signatures continued on following page)

20__ . **SIGNED AND SEALED** at _____, U.S.A. this ___ day of _____,

ESPN, Inc.

Signature

Printed Name

Title

ESPN Enterprises, Inc.

Signature

Printed Name

Title

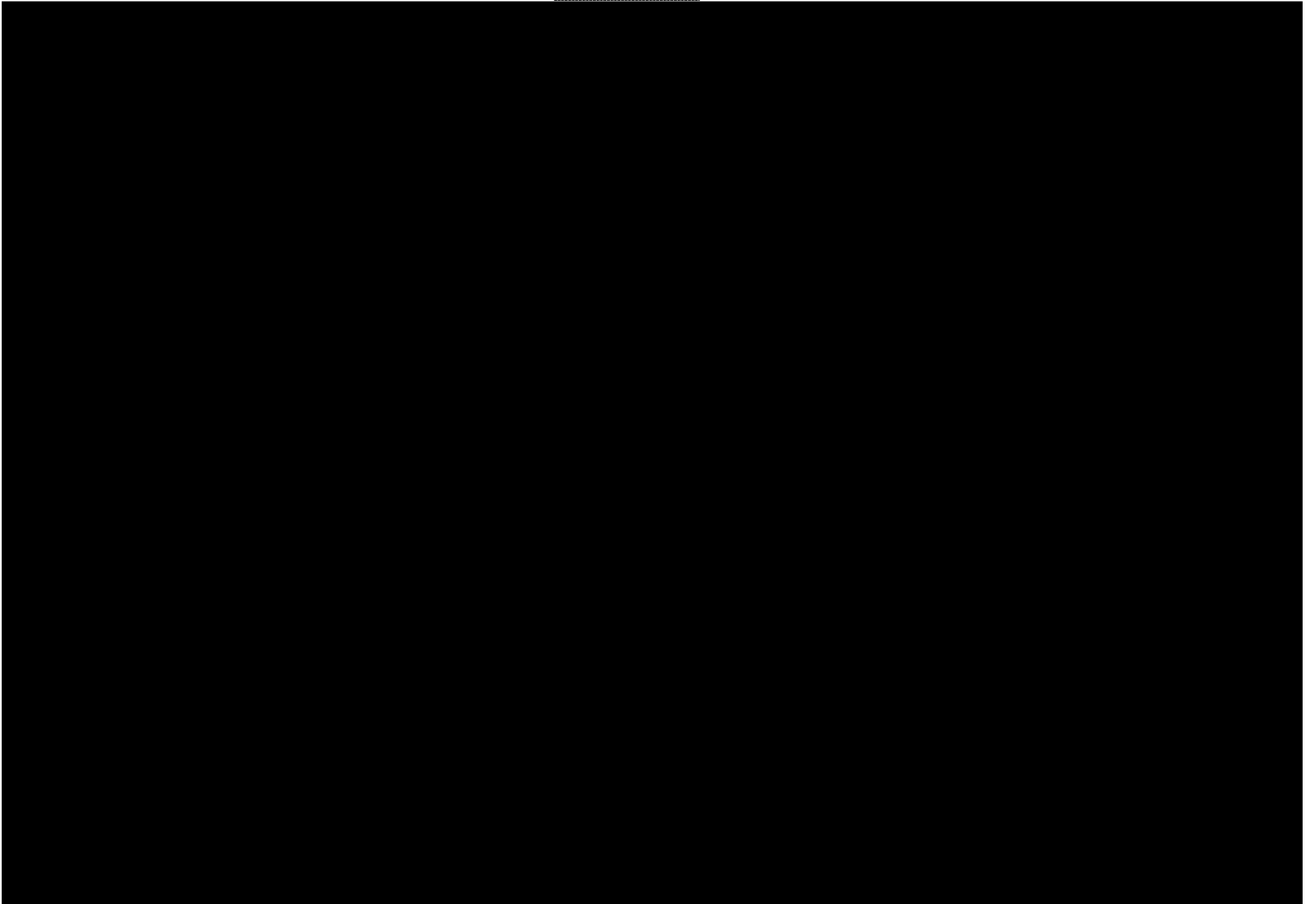
APPENDIX A
COPYRIGHTS

Audiovisual Program

Registration
Number

Date
Registered

EXHIBIT G



AMENDMENT AND EXTENSION AGREEMENT

THIS AMENDMENT AND EXTENSION AGREEMENT (the "Amendment") is entered into and made effective as of May 9, 2012, by and among ESPN, Inc., a Delaware corporation, ESPN Enterprises, Inc., a Delaware corporation (with ESPN, Inc. and ESPN Enterprises, Inc. individually and collectively being referred to as "ESPN"), and the Atlantic Coast Conference, a North Carolina unincorporated association ("ACC" or "Conference," and collectively with ESPN, the "parties").

WHEREAS, the Conference and ESPN entered into that certain Multi-Media Agreement dated July 8, 2010 (the "Agreement"), pursuant to which ESPN agreed to distribute and the Conference agreed to provide for distribution certain Conference intercollegiate athletic events;

WHEREAS, the Conference and ESPN desire [REDACTED] and to provide for certain other terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the promises and mutual representations, warranties and covenants herein contained, including without limitation the New Intra-Conference Format (as defined below), and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Extension of Term. The parties hereby agree that the conclusion of the Term of the Agreement is hereby extended to the earlier of (i) June 30, 2027, or (ii) the date on which the Agreement is properly terminated pursuant to Section 22 of the Agreement.
2. New Intra-Conference Format. Effective as of the 2012-2013 Contract Year, the Conference will provide a new format for intra-Conference men's basketball Games by

[REDACTED]

[REDACTED] the "New Intra-Conference Format").

3. **Adjustment to Rights Fees.** In consideration of all rights granted herein, ESPN and the Conference agree to amend the Rights Fees payable by ESPN to the Conference pursuant to **Section 4.1** of the Agreement, beginning with the 2012-13 Contract Year, as follows:

2012-13:	[REDACTED]	2020-21:	[REDACTED]
2013-14:	[REDACTED]	2021-22:	[REDACTED]
2014-15:	[REDACTED]	2022-23:	[REDACTED]
2015-16:	[REDACTED]	2023-24:	[REDACTED]
2016-17:	[REDACTED]	2024-25:	[REDACTED]
2017-18:	[REDACTED]	2025-26:	[REDACTED]
2018-19:	[REDACTED]	2026-27:	[REDACTED]
2019-20:	[REDACTED]		

For avoidance of doubt, the foregoing Rights Fees [REDACTED]

4. **Payment Schedule.** The parties agree to amend the Rights Fees payment schedule by replacing the first sentence of **Section 4.2** of the Agreement with the following:

The Rights Fees set forth in Section 4.1 shall be payable each Contract Year [REDACTED]

5. **Conference Composition Changes and Rights Fees Adjustments.** The parties hereby agree to delete **Sections 13.1, 13.2 and 13.3** of the Agreement and replace them with the following:

13.1 **Conference Membership Additions.**

(a) [REDACTED]

[REDACTED]

(b)

[REDACTED]

(x)

[REDACTED]

(y)

[REDACTED]

(c)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

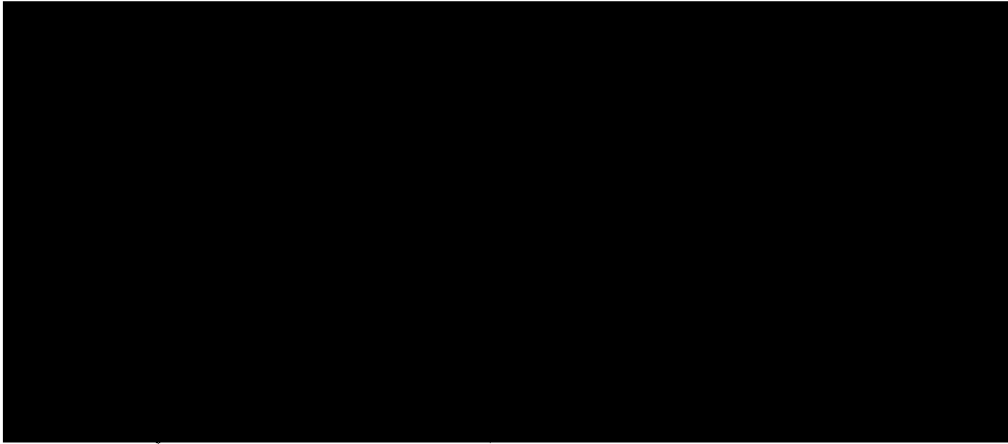
(iii) *Notwithstanding clauses (i) and (ii) above,*

[REDACTED]

13.2 Conference Membership Reductions/Suspensions.

(a)

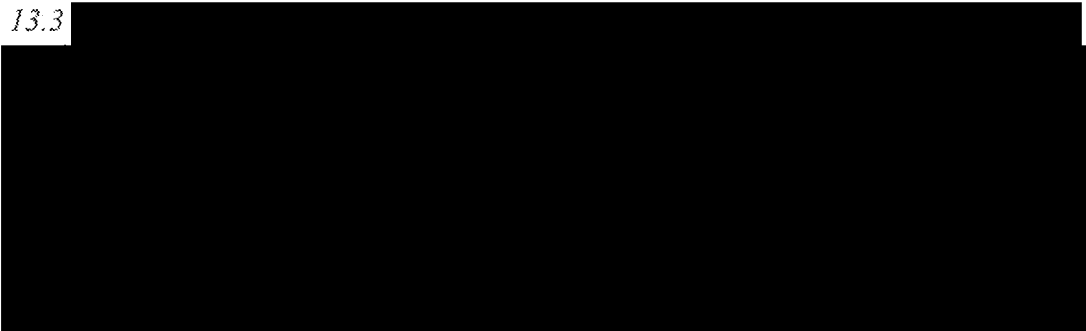




(b) *Notwithstanding the foregoing subsection (a),*



13.3



The reference in the first sentence of **Section 13.4** of the Agreement to **Sections 13.2** and **13.3** shall be replaced with references to the foregoing amended **Sections 13.1** and **13.2**.

6. Distribution Obligations.

(a) Football. The parties agree that the following Sections are hereby amended as follows:

(i) Section 5.4(a)(ii). [REDACTED]

and

(ii) Section 5.4(a)(iii). The following sentence is hereby added to the end of the existing text:

[REDACTED]

(iii) Section 5.4(c). [REDACTED]

2013-14 Contract Year [REDACTED]
2014-15 Contract Year [REDACTED]
2015-16 – 2026-27 Contract Years [REDACTED]

(b) Men's Basketball.

(i) The parties agree that the following Sections of the Agreement are hereby amended as follows:

(A) Section 6.4(a). The following text is hereby deleted: [REDACTED]

(B) Section 6.4(a)(i)(B). The existing text of such subsection is hereby deleted in its entirety and replaced with the following:

(B) Tournament. [REDACTED]

(ii) [REDACTED]

[REDACTED]

(c) Women's Basketball. The parties agree that the following Sections are hereby amended as follows:

(i) Section 7.4(a)(ii). [REDACTED]

[REDACTED]

(ii) Section 7.4(b)(i). [REDACTED]

[REDACTED]

; and

(iii) Section 7.4(b)(ii). The existing text of such subsection is hereby deleted in its entirety and replaced with the following:

(i) *ESPN shall* [REDACTED]

[REDACTED]

(d) Olympic Sports. The parties agree that the following Sections are hereby amended as follows:

(i) Section 8.3(b). [REDACTED]

[REDACTED]

(ii) Section 8.3(c). [REDACTED]

[REDACTED]

and

(iii) Section 8.3(h).

[REDACTED]

7. Friday Football Games.

[REDACTED]

8. Start Times. The parties agree that Section 5.3 of the Agreement is hereby amended to provide that the start time

[REDACTED]

9. Big Monday Basketball Games.

[REDACTED]

10. Title Sponsorship. The parties agree that Section 11.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

[REDACTED]



11.



12. ESPN3. The parties acknowledge ESPN has rebranded ESPN3.com as ESPN3, and all references in the Agreement to ESPN3.com shall mean ESPN3.

13. Scholar Athlete Luncheon. ESPN hereby agrees to pay to Conference, [redacted]

14. Time-Out Coordinator. [redacted]
(referenced in Section 10.5(a) of the Agreement)

15. Exclusivity of Distribution. The parties agree that Section 2.4(a) of the Agreement is hereby amended by adding the following after the reference to "Sections 5.4 and 6.4" in the first clause: [redacted] Sections 3.1(b) and 3.3 [redacted] Further, the parties agree that Section 2.4(b) of the Agreement is hereby amended by adding the following after the reference to "Sections 7.4 and 8.3" at the end of the first clause: [redacted] Sections 3.1 and 3.3 of this Agreement".

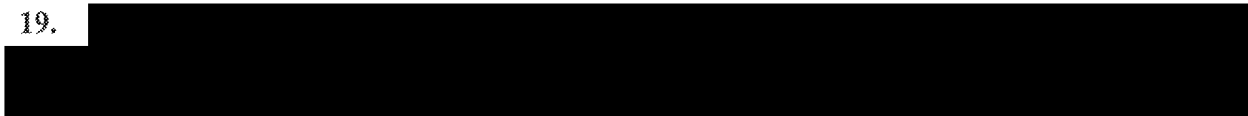
16. **Selection Exclusivity for Olympic Sports and Other Programming.** The parties agree that the second sentence of **Section 8.2** of the Agreement is hereby deleted in its entirety and replaced with the following:



17. **Exclusivity of Access.** The parties agree that **Section 10.8** of the Agreement is hereby amended by changing the reference therein from "**Section 2.6**" to "**Section 2.5**".

18. **Primetime Game for Purposes of Highlights and Re-Airs.** Solely for purposes of **Sections 3.2(a), 3.2(b)(i)A and 3.2(b)(ii)A** of the Agreement and in order to determine the conclusion of the last Primetime college football or men's basketball Game airing on any ESPN/ABC Network" referenced in each such subsection, the parties agree that such Primetime Game shall be: (a) for a football Game, a Game with a scheduled start of no later than 8:00 p.m. ET; and (b) for a men's basketball Game, a Game with a scheduled start of no later than 9:00 p.m. ET. Any college football or men's basketball Game airing on any ESPN/ABC Network which is scheduled to start at a time later than the times set forth in the immediately preceding sentence shall not be considered for purposes of **Sections 3.2(a), 3.2(b)(i)A or 3.2(b)(ii)A** of the Agreement.

19.



20. **Required Approvals.** ESPN represents and warrants that it has obtained approval for this Amendment from its Board of Directors. ESPN expressly acknowledges and agrees that this Amendment shall not become effective and binding upon the parties until it has been approved through the appropriate channels as specified by the Atlantic Coast Conference Constitution and By-Laws, in the sole discretion of the Conference. Each party agrees to notify the other party immediately upon receipt of such approvals. Upon receipt of such approvals and signature by an authorized representative of each party to this Amendment, this Amendment shall be effective as of the date first set forth above. To the extent that Conference has not notified ESPN of Conference's authorization to proceed by delivering a signed counterpart of this Amendment to ESPN by May 21, 2012, this Amendment shall be null and void.

21. **Defined Terms.** Terms not otherwise defined in this Amendment shall have the meanings given them in the Agreement.

22. **Miscellaneous.** This Amendment remains subject to all of the representations, warranties, covenants and the other terms and conditions set forth in the Agreement. Except as otherwise expressly set forth herein, the terms and conditions of the Agreement remain in full force and effect and shall control the terms and conditions of this Amendment. This Amendment may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment effective as of the date first above written.

ESPN, INC.

ESPN ENTERPRISES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATLANTIC COAST CONFERENCE

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment effective as of the date first above written.

ESPN, INC.

ESPN ENTERPRISES, INC.

By: Maria P. Donohue

By: Maria P. Donohue

Name: MARIA P. DONOHUE

Name: MARIA P. DONOHUE

Title: SVP

Title: SVP

ATLANTIC COAST CONFERENCE

By: John D. Swafford

Name: John D. Swafford

Title: Commissioner

SECOND AMENDMENT TO MULTI-MEDIA AGREEMENT

THIS SECOND AMENDMENT TO MULTI-MEDIA AGREEMENT (the “**Second Amendment**”) is entered into and made effective as of June 24, 2014, by and among ESPN, Inc., a Delaware corporation, ESPN Enterprises, Inc., a Delaware corporation (with ESPN, Inc. and ESPN Enterprises, Inc. individually and collectively being referred to as “**ESPN**”), and the Atlantic Coast Conference, a North Carolina unincorporated association (“**ACC**” or “**Conference**,” and collectively with ESPN, the “**parties**”).

WHEREAS, the Conference and ESPN entered into that certain Multi-Media Agreement dated July 8, 2010 (the “**Original Agreement**”), as amended and extended by that certain Amendment and Extension Agreement dated May 9, 2012 (the “**First Amendment**”, and together with the Original Agreement, the “**Agreement**”), pursuant to which ESPN agreed to distribute and the Conference agreed to provide for distribution certain Conference intercollegiate athletic events; and

WHEREAS, the Conference and ESPN desire to adjust the Rights Fees payable through the Term, and to provide for certain other terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual promises and representations, warranties and covenants herein contained, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Conference Composition Changes**. The parties hereby acknowledge that, effective as of the 2013-14 Contract Year, Conference shall add Syracuse University (“**Syracuse**”) and the University of Pittsburgh (“**Pittsburgh**”) as full members for all Varsity Sports, and the University of Notre Dame du Lac (“**Notre Dame**”) as a member for all Varsity Sports except football. The Agreement shall be automatically modified to reflect the addition of (i) each such institution as a “Conference Institution” except that Notre Dame shall not be considered as a “Conference Institution” for any matters in the Agreement respecting football, and (ii) [REDACTED]

[REDACTED] The parties hereby acknowledge that, effective as of the 2014-15 Contract Year: (x) Conference shall add the University of Louisville (“**Louisville**”) as a full member for all Varsity Sports; (y) the University of Maryland (“**UM**”) shall leave the Conference; and (z) the Agreement shall be automatically modified to reflect the (A) addition of Louisville as a “Conference Institution”, (B) elimination of UM as a “Conference Institution”, (C) [REDACTED] and (D) [REDACTED]

2. **Notre Dame Football**. Conference covenants that, for the 2014 college football regular Season, Notre Dame shall play four (4) football games against Conference Institutions, including one (1) Game at Florida State and one (1) Game against Syracuse at MetLife Stadium in East Rutherford, New Jersey. Conference further covenants that, effective as of the 2015 college football regular Season, Notre Dame shall [REDACTED]

[REDACTED]

3. ACC Networks

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED] or

(c)

[REDACTED]

[REDACTED]

4. Grant of Rights.

[REDACTED]

5. **Football.**

(a) Friday Football Games. Effective with the 2015 Season, **Paragraph 7** of the First Amendment is hereby deleted in its entirety and replaced with the following:

[REDACTED]

Scheduling of such Friday football Games shall be subject to the following guidelines:

(i) Hosting of Friday Football Games. [REDACTED]

[REDACTED]

(ii) Road Teams in Friday Football Games. [REDACTED]

[REDACTED]

[REDACTED]

(b) Primetime Game Distribution Obligation. **Paragraph 6(a)(ii)** of the First Amendment is hereby deleted in its entirety and replaced with the following:

[REDACTED]

(c) Labor Day Monday Game. Conference shall schedule a football Game on Labor Day Monday each Season. Conference and ESPN shall [REDACTED]

[REDACTED]

(ESPN acknowledges the Labor Day Monday Games have been set for the 2014 (Miami at Louisville) and 2015 (Ohio State University at Virginia Tech) Seasons.)

(d) Commercial Format. The last sentence of **Section 11.1** of the Original Agreement is hereby deleted in its entirety and replaced with the following:

[REDACTED]

(e) Scheduling.

(i) [REDACTED]

[REDACTED]

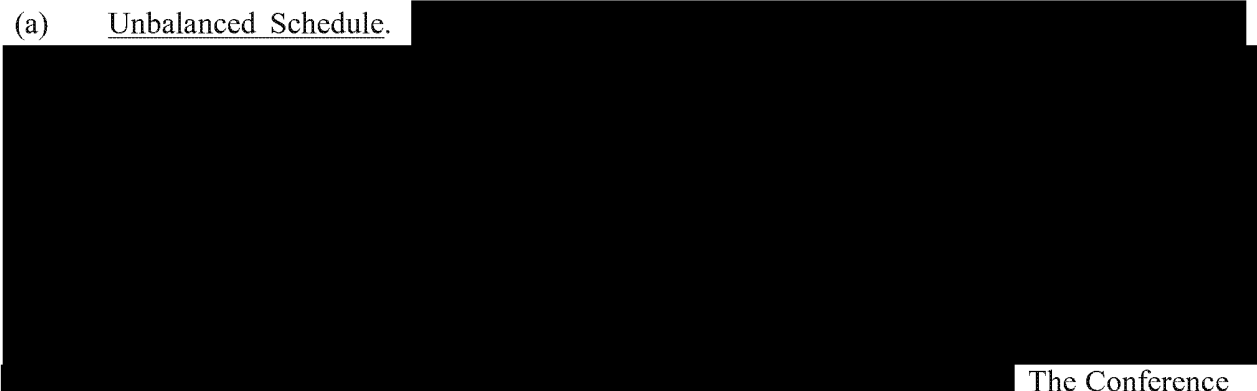
(ii) The parties further agree that, [REDACTED]

[REDACTED]



6. **Men's and Women's Basketball.**

(a) **Unbalanced Schedule.**

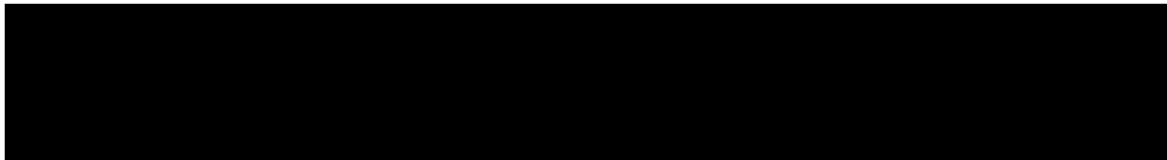


The Conference acknowledges that Duke shall play Syracuse and North Carolina shall play Louisville as Single Season Repeat Partners for each of the 2014-15 and 2016-17 Seasons.

(b) **Men's Jimmy V Classic.** The Jimmy V Classic (the "**Classic**") is currently a regular season men's college basketball doubleheader played in December in Madison Square Garden and as to which ESPN owns and controls the Distribution rights.

(i) **Dates.** The dates for the Classic for the 2014-19 Seasons are as follows:

- 2014 – Tuesday, December 9
- 2015 – Tuesday, December 8
- 2016 – Tuesday, December 6
- 2017 – Tuesday, December 5
- 2018 – Tuesday, December 4
- 2019 – Tuesday, December 10



(ii) **Conference Institution Participants.** Conference acknowledges that ESPN previously secured Louisville as the Conference participant in the 2014 Classic under separate agreement between ESPN and Louisville. Beginning with the 2015 Classic, ESPN shall



[REDACTED]

(iii) Consideration.

[REDACTED]

- [REDACTED]
- [REDACTED]

For avoidance of doubt, ESPN shall

[REDACTED]

(iv) Condition of Annual Participation. For clarity, the Conference shall

[REDACTED]

(c) Commercial Format. Paragraph 1 of Exhibit E of the Original Agreement shall hereby be deleted and replaced with the following:

[REDACTED]

(d) Men's Basketball Start Times. The third bullet of **Section 6.2** of the Original Agreement is hereby deleted and replaced with the following:

[REDACTED]

(e) Men's Tournament. Conference acknowledges that: (i) it intends to hold the 2014 and 2015 Men's Basketball Tournaments in Greensboro, North Carolina; (ii) it intends to hold the 2016 Men's Basketball Tournament in Washington, DC; (iii) it intends to hold the 2017 and 2018 Men's Basketball Tournaments in New York at Barclays Center; (iv) it intends to hold the 2019 Men's Basketball Tournament in Charlotte, North Carolina; (v) it intends to hold the 2020 Men's Basketball Tournament in Greensboro, North Carolina; and (vi) [REDACTED]

[REDACTED] In addition, Conference acknowledges that the format of the Men's Basketball Tournament shall shift to a Saturday night finish beginning with the 2015 Tournament through the remainder of the Term.

7. **Olympic Sports.**

(a) Men's Lacrosse. [REDACTED]

(b) Night of the Week. [REDACTED]

8. **Production.**

(a) Production Facilities/Equipment. Each Conference Institution shall dedicate the necessary resources (financial and otherwise), at their cost, to acquire hardware and other relevant equipment requested by ESPN to facilitate the Distribution of Conference-produced Games on ESPN3.

(b) All-Access Programming. ESPN shall [REDACTED]

(c) Locker Room Access. [REDACTED]

9. **Adjustments to Rights Fees.**

(a) Addition of Syracuse and Pittsburgh. Pursuant to **Paragraph 5** of the First Amendment (amending **Section 13.1** of the Original Agreement) [REDACTED]

[REDACTED]

(b) Addition of Notre Dame. [REDACTED]

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(A)

[REDACTED]

(B)

[REDACTED]

[REDACTED]

[REDACTED]

(c) [REDACTED] Grant of Rights; Other Consideration. In consideration of all other rights granted herein, [REDACTED] ESPN will pay to the Conference [REDACTED] (the "Grant of Rights Fee") [REDACTED]

[REDACTED]

(d) In consideration for the rights granted herein, ESPN shall make payments to the Conference in the amounts set forth in **Exhibit B** attached hereto, [REDACTED]

(e) The parties expressly acknowledge, understand and agree that Column F of **Exhibit B**, setting forth [REDACTED] is included in Exhibit B, but that payment of such [REDACTED] remains subject to the terms and conditions in Paragraph 9(c) of this Second Amendment.

10. **Home Cross-Over Games.** The definition of “Home Cross-Over Games” in **Section 1.48** of the Original Agreement is hereby amended by deleting in the second sentence [REDACTED]

11. **Required Approvals.** ESPN represents and warrants that it has obtained approval for this Second Amendment from its Board of Directors. ESPN expressly acknowledges and agrees that this Second Amendment shall not become effective and binding upon the parties until it has been approved through the appropriate channels as specified by the Atlantic Coast Conference Constitution and By-Laws, in the sole discretion of the Conference. Each party agrees to notify the other party immediately upon receipt of such approvals. Upon receipt of such approvals and signature by an authorized representative of each party to this Second Amendment, this Second Amendment shall be effective as of the date first set forth above.

12. **Defined Terms.** Terms not otherwise defined in this Second Amendment shall have the meanings given them in the Agreement.

13. **Miscellaneous.** This Second Amendment remains subject to all of the representations, warranties, covenants and the other terms and conditions set forth in the Agreement. Except as otherwise expressly set forth herein, the terms and conditions of the Agreement remain in full force and effect and shall control the terms and conditions of this Second Amendment. This Second Amendment may be signed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Second Amendment effective as of the date first above written.

ESPN, INC.

ESPN ENTERPRISES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATLANTIC COAST CONFERENCE

By: John D. Swofford

Name: John D. Swofford


Title: Commissioner

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Second Amendment effective as of the date first above written.

ESPN, INC.

ESPN ENTERPRISES, INC.

By: 

By: 

Name: Burke MAGNUS

Name: Burke MAGNUS

Title: SVP, Programming Acquisitions

Title: SVP, Programming Acquisitions

ATLANTIC COAST CONFERENCE

By: _____

Name: _____

Title: _____

EXHIBIT A

RIVALRY PARTNERS

2013-14 Contract Year

Boston College – Syracuse, Notre Dame
Clemson – Georgia Tech, Florida State
Duke – North Carolina, Wake Forest
Florida State – Miami, Clemson
Georgia Tech – Clemson, Notre Dame
Maryland – Pittsburgh, Virginia
Miami – Florida State, Virginia Tech
Notre Dame – Georgia Tech, Boston College
North Carolina – Duke, North Carolina State
North Carolina State – Wake Forest, North Carolina
Pittsburgh – Maryland, Syracuse
Syracuse – Boston College, Pittsburgh
Virginia – Virginia Tech, Maryland
Virginia Tech – Virginia, Miami
Wake Forest – North Carolina State, Duke

2014-15 Contract Year Through Remainder of Term

Boston College – Syracuse, Notre Dame
Clemson – Georgia Tech, Florida State
Duke – North Carolina, Wake Forest
Florida State – Miami, Clemson
Georgia Tech – Clemson, Notre Dame
Louisville – Pittsburgh, Virginia
Miami – Florida State, Virginia Tech
Notre Dame – Georgia Tech, Boston College
North Carolina – Duke, North Carolina State
North Carolina State – Wake Forest, North Carolina
Pittsburgh – Louisville, Syracuse
Syracuse – Boston College, Pittsburgh
Virginia – Virginia Tech, Louisville
Virginia Tech – Virginia, Miami
Wake Forest – North Carolina State, Duke

EXHIBIT B
REVISED FEE PAYMENT SCHEDULE
[SEE ATTACHMENT]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

AMENDED AND RESTATED MULTI-MEDIA AGREEMENT

THIS AMENDED AND RESTATED MULTI-MEDIA AGREEMENT (this "Agreement") is entered into as of July 21, 2016 by and between ESPN, Inc., a Delaware corporation, ESPN Enterprises, Inc., a Delaware corporation (with ESPN, Inc. and ESPN Enterprises, Inc. individually and collectively being referred to as "ESPN"), and the Atlantic Coast Conference, a North Carolina unincorporated association ("ACC" or "Conference," and collectively with ESPN, the "parties").

WHEREAS, the Conference and ESPN entered into that certain Multi-Media Agreement dated July 8, 2010, as amended and extended by that certain Amendment and Extension Agreement dated May 9, 2012, the Second Amendment to Multi-Media Agreement dated June 24, 2014, and the letter amendment from Rosalyn Durant to John Swofford dated August 27, 2014 (such agreement together with the amendments and letter, the "Prior Agreement"), pursuant to which ESPN agreed to distribute, and the Conference agreed to provide for distribution, certain Conference intercollegiate athletic events; and

WHEREAS, simultaneously with the execution herewith, the ACC and ESPN are entering into a Network Agreement, dated as of the date hereof, pursuant to which, among other things, the ACC will authorize ESPN to operate an ACC-branded television network and broadband offering, pursuant to which certain athletic events controlled by the ACC and its Conference Institutions will be televised and distributed;

WHEREAS, effective as of the Effective Date, the Conference and ESPN desire to amend and restate the Prior Agreement to set forth their agreement with respect to the parties' respective rights and obligations commencing with the 2016-17 Contract Year and to reflect changes in certain terms and conditions thereof that are either necessitated by the Network Agreement or otherwise agreed by the parties; and

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the parties hereby agree as follows:

1. DEFINITIONS: As used herein, the following capitalized terms shall have the meanings specified below:

1.1 [REDACTED]

1.2 [REDACTED]

1.3 "ABC": The ABC Television Network, a Broadcast Network.

1.4 "ACC/Big Ten Challenge": Each Season, all men's and women's basketball games comprising the pairing of Conference Institutions against teams from the Big Ten Conference, currently scheduled to be played at Conference and Big Ten home sites.

1.5 “ACC Digital Offerings”: The official website of the Conference currently located at www.TheACC.com (the “Conference Website”), and other ACC-branded digital products, services and/or offerings now known or hereafter developed [REDACTED]

[REDACTED] (subject to the limitations and restrictions set forth below in **Section 3** including, without limitation, window and territorial limitations).

1.6 “ACC-ESPN Broadband Offering”: Has the meaning set forth in the Network Agreement.

1.7 “ACC-ESPN Games”: Has the meaning set forth in the Network Agreement.

1.8 “ACC-ESPN Network”: Has the meaning set forth in the Network Agreement.

1.9 “ACC-ESPN Platforms”: Has the meaning set forth in the Network Agreement.

1.10 “ACC Raycom Digital Rights Management Agreement”: Has the meaning set forth in **Section 9.3(a)**.

1.11 “ACC Marks”: Has the meaning set forth in **Section 17**.

1.12 “Affiliate”: With respect to any entity, each of the entities that directly or indirectly controls, is controlled by or is under common control with, such entity. For purposes of this definition only, “control” means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through the right to appoint a majority of the controlled entity’s directors or managers, ownership of more than 50% of the voting share equity of the controlled entity, or otherwise.

1.13 “Alternate Logo”: Has the meaning set forth in **Section 11.2**.

1.14 [REDACTED]

1.15 “Archive Games”: Audiovisual programs (and excerpts thereof) of those regular season college football, men’s and women’s basketball home games, and Olympic Sport games (and the Football Championship Games and Conference basketball and Olympic Sports Tournament games): (a) to which the Conference or a Conference Institution Controlled the Distribution rights and granted to ESPN/ABC the right to telecast prior to July 1, 2011; (b) that were initially telecast on any ESPN/ABC Network prior to July 1, 2011; and (c) to which Conference owns the copyright.

1.16 “Away Cross-Over Game”: Any Cross-Over Game that is not a Home Cross-Over Game.

1.17 [REDACTED]

1.18 “Big Monday Basketball Games”: Has the meaning set forth in **Section 6.1(d)**.

1.19 “Broadcast Network”: (a) A nationwide programming network Distributed to consumers without any charge via free over-the-air local terrestrial television stations, (b) the retransmission of such free over-the-air local terrestrial stations to consumers via Non-Standard Television, or (c) Distribution of such free over-the-air network to consumers via Non-Standard Television in one or more markets in which no local terrestrial station is Distributing the network; provided in each case that consumers are not directly charged any per-channel, per-program or other fee for the retransmission or receipt of those stations, but consumers may be charged regular monthly or other periodic service charges as part of a package that includes the retransmission of Broadcast Networks via Non-Standard Television. In the event of technological, business or regulatory changes that result in the replacement of a majority of traditional over-the-air terrestrial stations of any Broadcast Network with a different means of distribution, Broadcast Network shall mean the successor means of distribution (excluding the Internet other than IPTV) utilized by any television networks previously deemed to be Broadcast Networks, which means of distribution reaches the most households in the United States either free of charge or as part of a package that is available for a periodic service charge.

1.20 “Challenge Agreement”: Has the meaning set forth in **Section 6.3**.

1.21 “Claims”: Has the meaning set forth in **Section 21.1**.

1.22 “Classic”: The Jimmy V Classic men’s basketball event described in **Section 6.1(d)**.

1.23 “Classic Fee”: Has the meaning set forth in **Section 4.3**.

1.24 “Commercially Reasonable Efforts”: With respect to a given goal or objective, the efforts that a reasonable commercial person or entity in the position of the party undertaking to pursue such goal or objective would use so as to achieve such goal or objective expeditiously; provided, however, that Commercially Reasonable Efforts shall not require any party to incur or become obligated to incur any expense not otherwise specifically provided for in this Agreement, including fees and expenses of counsel and consultants, or to incur any liability or waive or concede any right or claim that such party may have.

1.25 “Conference Indemnitees”: Has the meaning set forth in **Section 21.2**.

1.26 “Conference Institution”: A college, university or other institution that is a member of the ACC, as such membership may change during the Term subject to **Section 13**. The current members of the ACC are set forth on **Exhibit A**.

1.27 “Conference Institution Digital Offerings” The Conference Institution Website of each Conference Institution and other Conference Institution-branded digital products, services and/or offerings now known or hereafter developed.

1.28

1.29 “Conference Institution Websites”: The official websites of each of the Conference Institutions.

1.30 “Conference-Produced Programs”: Has the meaning set forth in the Network Agreement.

1.31 “Conference Territory”:

1.32 “Conference Website”: Has the meaning set forth in the definition of ACC Digital Offerings.

1.33 “Confidential Information”: Has the meaning set forth in **Section 25.12**.

1.34 “Corporate Partner”: Has the meaning set forth in the first bullet of page 1 of **Exhibit C**.

1.35 “Corporate Partner Package”: Has the meaning set forth in the first bullet of page 1 of **Exhibit C**.

1.36 “Contract Year”: The period commencing on July 1 of any year of the Term, and concluding on June 30 of the following year (e.g., the 2016-17 Contract Year will commence on July 1, 2016 and conclude on June 30, 2017).

1.37 “Control”: The authority to grant Distribution rights to a game or event, including uses of such term expressed as a verb.

1.38 “Coverage”: Audiovisual, audio-only and/or video-only coverage of a Game, whether live or recorded, and whether produced by ESPN, a Syndication Partner, a National Sublicensee, the Conference, a Conference Institution or any other entity.

1.39

1.40 “Cross-Over Game”: A game in which only one Conference Institution participates.

1.41 “Data”: Any statistics, play-by-play, information, scoring and related data regarding a Game.

1.42 “Delayed Distribution”: Distribution of ESPN Game Coverage commencing after the Exclusive Window of such ESPN Game.

1.43 “Disclosing Party”: Has the meaning set forth in **Section 25.12**.

1.44 “Distribute”:

[REDACTED]

Distribute, expressed as a noun.

“Distribution” shall mean to

1.45 “Divisional Cross-Over Game”: An intra-Conference football Game in which a Conference Institution from the Conference’s Atlantic Division plays a Conference Institution from the Conference’s Coastal Division.

1.46 “DMA”: A Nielsen Designated Market Area.

1.47 “DMA Spillover”: For cities located within a particular state, the portions of the DMAs of those cities that extend outside of the relevant state. For example, those portions of the Atlanta DMA located in Alabama constitute a DMA Spillover of the city of Atlanta.

1.48 “Early Window”: As applied to an afternoon football ESPN Game, a time period with a start time of approximately 12 noon, and 12:30 p.m. with respect to Games Distributed via OTA Syndication.

1.49 “Effective Date”: July 1, 2016.

1.50 “ENG”: Electronic news gathering.

1.51 “Enhanced Program Content”: [REDACTED]

1.52 “ESPN/ABC Networks”: Any one or more of the ESPN Networks or ABC.

1.53 “ESPN/ABC Platform”: [REDACTED]

[REDACTED] For clarity, the ACC-ESPN Platforms shall be considered ESPN/ABC Platforms.

1.54 “ESPN Game(s)”: [REDACTED]



1.55 “ESPN Home Cross-Over Game”: Has the meaning set forth in **Section 6.4(b)**.

1.56 “ESPN Indemnitees”: Has the meaning set forth in **Section 21.1**.

1.57 “ESPN Intra-Conference Games”: Has the meaning set forth in **Section 6.4(a)**.

1.58 “ESPN Networks”: The ESPN (or “ESPN1”), ESPN2, ESPN Classic, ESPNII, ESPN Deportes, ESPN3



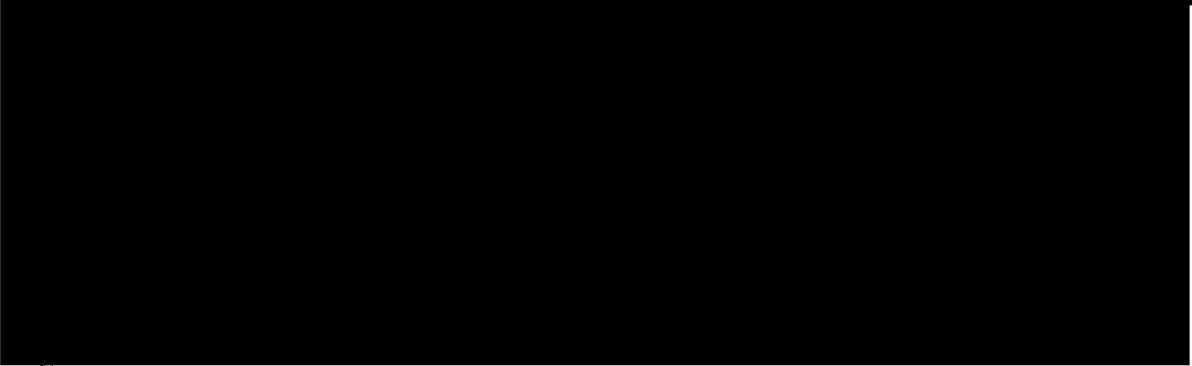
ACC-ESPN Network, and ESPNEWS programming services, high-definition, simulcast, 3D or companion versions of any of the foregoing, and any other sports-oriented linear audiovisual network, channel or programming service that, during the relevant period of the Term: (a) is branded with ESPN-owned marks; or (b) ESPN or its Affiliates controls or owns 25% or more of the equity or ownership interests; or (c) the college sports programming and content of which is provided by ESPN. The parties acknowledge that the foregoing networks or services may be renamed or rebranded during the Term, and that any rights or obligations regarding any specific network or service shall remain in full force and effect in connection with the renamed or rebranded network or service.

1.59 “ESPN-Raycom Sublicense”: Has the meaning set forth in **Section 9.2**.

1.60

1.61

1.62 “Exclusive Window”:



1.63 “Extension Option”: Has the meaning set forth in **Section 14.1**.

1.64 “Extension Term”: Has the meaning set forth in **Section 14.1**.

1.65 “Fees”: Has the meaning set forth in **Section 4**.

1.66 [REDACTED]

1.67 [REDACTED]

1.68 “Football Championship Game”: The annual football Game played at the conclusion of the regular season between the winners of the Conference’s two divisions.

1.69 “Football Championship Logo”: Has the meaning set forth in **Section 11.2**.

1.70 “Force Majeure Event”: 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 or failure of technical, production or television facilities, in each case to the extent not within the reasonable control of the party invoking **Section 18** (Force Majeure) or for any other reason beyond the control of the party invoking **Section 18**.

1.71 “Game”: For each applicable Season during the Term, a men’s varsity college football game, a men’s or women’s varsity college basketball game or Conference-sanctioned Olympic Sport game, Tournament game, Qualifying Multi-Team Event game, the ACC/Big Ten Challenge (including any pre-game, post-game, or halftime activities but excluding press conferences and other similar press events for credentialed participants) in which any Conference Institution is the home team, or which the Conference or any Conference Institution otherwise Controls the Distribution rights.

1.72 “Grant of Rights”: Has the meaning set forth in **Section 20.1**.

1.73 “Grant of Rights Fee”: Has the meaning set forth in **Section 4.2**.

1.74 “Highlights”: Means excerpts of Coverage.

1.75 “Holiday Friday Games”: Has the meaning set forth in **Section 5.1(f)**.

1.76 “Home Cross-Over Game”: [REDACTED]

[REDACTED]

1.77 “Home Video”: Videocassettes, videodiscs, videotape, DVD, High-Definition DVD (e.g., “HD-DVD” and “Blu-Ray”) or other physical media now known or hereafter devised on which audiovisual materials are permanently recorded and that are sold to consumers for use in conjunction with a reproduction, player or viewing apparatus for viewing on a screen, display or device, but not including video downloads.

1.78 “Increased Grant of Rights Fee”: Has the meaning set forth in **Section 4.2**.

1.79 “Indemnified Party”/“Indemnifying Party”: Have the meanings set forth in **Section 21.3**.

1.80 “Institutionals”: Announcements promoting the non-commercial academic and athletic efforts of the Conference and/or one and/or both of the Conference Institutions participating in an ESPN Game.

1.81 “Late Window”: As applied to afternoon football ESPN Games, a time period with a start time of approximately 3:30 p.m. As applied to Primetime basketball ESPN Games, a time period with a start time of approximately 9:00 p.m.

1.82 [REDACTED]

1.83 “Live Window”: [REDACTED]

1.84 [REDACTED]

1.85 “MVPD”: Multi-channel video programming distributor.

1.86 “National”: [REDACTED]

1.87 “National Sublicensee”: [REDACTED]

1.88 “National Sublicensee Games”: [REDACTED]

1.89 “NCAA”: National Collegiate Athletic Association.

1.90 “Network Agreement”: The Network Agreement, dated as of the date hereof, between the ACC and ESPN, as the same may be amended, modified, supplemented or restated.

1.91 “Neutral Site”: The site of a Game other than the home stadium or arena of a participating institution.

1.92 “News Access Guidelines”: Has the meaning set forth in **Section 2.5**.

1.93 “News Access Window”: [REDACTED]

1.94 “Non-Game Elements”: [REDACTED]

1.95 “Non-Standard Television”: Any and all forms of television Distribution now known or hereafter developed, other than Broadcast Networks. Non-Standard Television shall include the television exhibition of visual images which is Distributed by means of cable, wire or fiber of any material using any technical standard or protocol, "over-the-air pay" or STV in any frequency band, any and all forms of regular or occasional scrambled broadcast for taping, community antenna television systems, master antenna television systems, satellite master antenna television systems, low power television, multipoint and multichannel distribution service systems, and direct broadcast satellite systems.

1.96 “Notre Dame”: The University of Notre Dame du Lac.

1.97 [REDACTED]

1.98 [REDACTED]

1.99 [REDACTED]

1.100 [REDACTED]

1.101 “Olympic Sports”: All Varsity Sports other than football and men’s and women’s basketball.

1.102 “OTA Syndication”: Distribution of an ESPN Game on a market-by-market or regional basis on one or more over-the-air television stations that have sublicensed the rights from the Syndication Partner or ESPN to Distribute such ESPN Game(s).

1.103 [REDACTED]

1.104 “Primetime”: A time period with a start time after 6:00 p.m. Solely for purposes of **Section 3.1(b)** and in order to determine the conclusion of the last Primetime college football or men’s basketball Game airing on any ESPN/ABC Network referenced in each such subsection, the parties agree that such Primetime Game shall be: (i) for a football Game, a Game with a scheduled start of no later than 8:00 p.m. ET; and (ii) for a men’s basketball Game, a Game with a scheduled start of no later than 9:00 p.m. ET. Any college football or men’s basketball Game airing on any ESPN/ABC Network which is scheduled to start at a time later than the times set forth in the immediately preceding sentence shall not be considered for purposes of **Section 3.1(b)**.

1.105 “Prior Agreement”: Has the meaning set forth in the Recitals.

1.106 “Program”: Any audiovisual, audio-only and/or video-only program produced by or for ESPN or its sublicensees (i.e., Syndication Partners and National Sublicensees) that incorporates Coverage of any ESPN Games which are the subject of this Agreement.

1.107 [REDACTED]

1.108 [REDACTED]

1.109 [REDACTED]

1.110 “Qualifying Multi-Team Event”: Those basketball tournaments or events defined as a qualifying multi-team event by the NCAA in which a Conference Institution is a participant.

1.111 “Raycom”: Raycom Sports, Inc. and Raycom Sports Network, LLC, including any successor to either entity.

1.112 “Raycom Obligations”: Has the meaning set forth in **Section 9.2(a)**.

1.113 “Re-Air”: A program that includes more than eight minutes (8:00) of recorded Coverage from a single ESPN Game.

1.114 “Receiving Party”: Has the meaning set forth in **Section 25.12**.

1.115 “Regional Cable Syndication”: Distribution of an ESPN Game on a regional basis via Non-Standard Television by one or more regional cable carriers that have sublicensed the rights from the Syndication Partner or ESPN to Distribute such ESPN Game(s).

1.116 “Requested Jimmy V Institutions”: Has the meaning set forth in **Section 6.1(e)(ii)**.

1.117 “Rights Fees”: Has the meaning set forth in **Section 4.1**.

1.118 “Rivalry Partners”: For football, Rivalry Partners has the meaning set forth in **Section 5.1(c)**. For basketball, Rivalry Partners has the meaning set forth in **Section 6.1(c)**.

1.119 “Scheduling Alliance”: Has the meaning set forth in **Section 5.1(b)**.

1.120 “Scholar Athlete Luncheon Fee”: Has the meaning set forth in **Section 4.4**.

1.121 “Season”: As applied to football, men’s or women’s basketball, or Olympic Sport events, respectively, any applicable “permissible playing season” (as defined by NCAA bylaws, as such definition may be amended from time to time) occurring during the Term. The permissible playing season for football does not include any certified post-season bowl games, but does include the Football Championship Game. The permissible playing season for men’s basketball does not include the post-season NIT, or the NCAA national basketball tournament, but does include the Tournament and any Qualifying Multi-Team Event Games.

1.122 “Single Season Repeat Partners”: Has the meaning set forth in **Section 6.1(b)**.

1.123 “Special Date Games”: Football Games scheduled on Thursdays and Labor Day Monday in Primetime.

1.124 “Sponsorship Programs”: Has the meaning set forth in **Section 9.1**.

1.125 “Sunday ESPN Games”: Has the meaning set forth in **Section 6.4(a)(i)(C)**.

1.126 “Syndication”: Distribution of an ESPN Game by OTA Syndication or Regional Cable Syndication, as applicable.

1.127 “Syndicated Game”: An ESPN Game produced by or for ESPN or its Syndication Partner which is Distributed via OTA Syndication or Regional Cable Syndication, as applicable.

1.128 “Syndication Partner”: [REDACTED]

1.129 “Term”: The period commencing July 1, 2016 (the “Effective Date”) and [REDACTED] or (ii) the date on which this Agreement is properly terminated pursuant to **Section 22**.

1.130 Times: As used in this Agreement, all times are Eastern Time unless otherwise noted.

1.131 “Territory”: The universe.

1.132 "Third Party Materials": Individual creative or intellectual property elements incorporated within a Program or Archive Game (as applicable), which elements are owned or controlled by, or subject to the approval of, a third-party other than the producer of that Program or Archive Game (e.g., music, footage, commercials, graphics, animation and other telecast enhancements and other elements to the extent each is owned or controlled by, or subject to the approval of, a third-party).

1.133 "Tournament": The annual tournaments at the conclusion of the men's and women's basketball Seasons that feature each of the Conference Institutions and determine the automatic qualifier for the NCAA national championship tournament in that sport, and the annual tournaments/championships at the conclusion of each Olympic Sport that feature each of the Conference Institutions and determine either the Conference champion or the automatic qualifier (if any) for the NCAA national championship tournament in that sport. If the format or qualification procedure for any Tournament changes during the Term, the foregoing definition shall be modified automatically to include any such changes.

1.134 "TWDC": The Walt Disney Company (or any other company or entity that controls ESPN, Inc. or the ESPN Networks during the relevant period of the Term) and its Affiliates.

1.135 "Unselected Games": Those Games that are not selected by ESPN [REDACTED]

1.136 "Varsity Sport": Varsity football, baseball, softball, men's and women's soccer, women's volleyball, and men's and women's basketball, golf, tennis, track/field, swimming/diving, cross country, men's and women's lacrosse, field hockey, wrestling and rowing and any additional varsity sports that become Conference-sponsored sports during the Term. For clarity, neither men's nor women's ice hockey is a Conference-sponsored sport as of the Effective Date and is therefore not a Varsity Sport.

1.137 "Video Games": Means video games for use on any interactive entertainment platforms now known or hereafter developed, including, without limitation, PC or Apple Macintosh compatible computers or any similar or successor personal computers, console gaming systems (e.g., Sony PlayStation, Nintendo, Xbox, etc.), arcade games, handheld consoles and devices (e.g., Nintendo Gameboy), and/or online or mobile gaming platforms.

2. ESPN RIGHTS AND RESTRICTIONS.

2.1 ESPN Games.

(a) Exclusive Window. Conference hereby grants and licenses to ESPN the exclusive right during the Term to produce and Distribute (and the right to sublicense to third parties the exclusive right during the Term to produce and Distribute) [REDACTED]

[REDACTED]

For avoidance of doubt, [REDACTED]

[REDACTED] Notwithstanding the foregoing, ESPN shall have during the Term [REDACTED]

[REDACTED]

(b) Delayed Distribution.

(i) Highlights. Conference hereby grants and licenses to ESPN [REDACTED]

[REDACTED]

Notwithstanding the foregoing, ESPN may include [REDACTED]

[REDACTED]

(ii) Re-Airs.

(A) Football and Men's Basketball Games. Conference hereby grants and licenses to ESPN [REDACTED]

[REDACTED]

(B) Women's Basketball and Olympic Sports Games. Conference hereby grants and licenses to ESPN [REDACTED]

[REDACTED]

[REDACTED]

(iii) Exclusions. Other than as provided below, ESPN shall not

[REDACTED]

(c) International Distribution. Notwithstanding the foregoing and for clarity, ESPN shall have

[REDACTED]

The foregoing rights of ESPN include

Notwithstanding the foregoing, if

[REDACTED]

(d) Right to Sublicense. To the extent ESPN exercises its right to sublicense its right to produce and/or Distribute ESPN Games as permitted in this Agreement, ESPN

[REDACTED]

2.2 Unselected Games.

(a) Live Window. Conference also hereby grants and licenses to ESPN

Live Window:

[REDACTED]

(b) Delayed Distribution. Conference also hereby grants and licenses to ESPN the Delayed Distribution

[REDACTED]

2.3 Data Distribution Rights.
(subject to Section 3.3 below)
pursuant to Section 10.6

[REDACTED]

2.4 Exclusivity.

(a) Football and Men's Basketball Games.

Sections 5.4 and 6.4

Sections 3.1, 3.2, and 3.3 of this Agreement

[REDACTED]

(b) Women's Basketball and Olympic Sports Games.

Sections 7.4 and 8.3

Sections 3.1, 3.2, and 3.3 of this

Agreement,

[REDACTED]

[REDACTED]

2.5 News Access Guidelines. ESPN and the ACC shall collaborate to establish the News Access Guidelines each Contract Year. Thereafter, Conference shall distribute News Access Guidelines to third parties limiting such third parties' use of footage of ESPN Games during the News Access Window. [REDACTED]

3. ACC RIGHTS AND RESTRICTIONS.

3.1 Prior to Network Launch or in Event of Termination of Network Agreement. Prior to the launch of the ACC-ESPN Network, or in the event that the Network Agreement is terminated, the retained rights and Delayed Distribution rights of the Conference and Conference Institutions to the Games shall be as follows:

(a) Retained Rights. Conference retains all rights not specifically granted herein and in the Network Agreement to ESPN. Without limiting the generality of the foregoing, Conference, directly or through sublicensees, retains and reserves the following specific rights:

(i) Unselected Games. Conference may (x) [REDACTED]

[REDACTED]

(ii) Radio. Conference shall

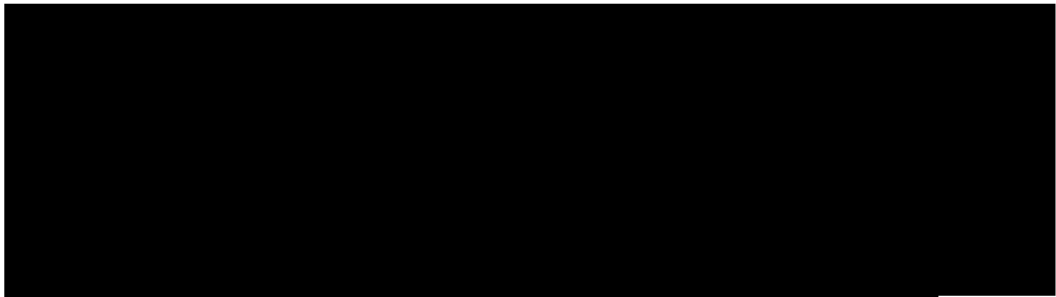
Conference shall

(b) Distribution of ESPN Games. The Conference and Conference
Institutions, shall

(i) In-Venue Distribution. Conference may

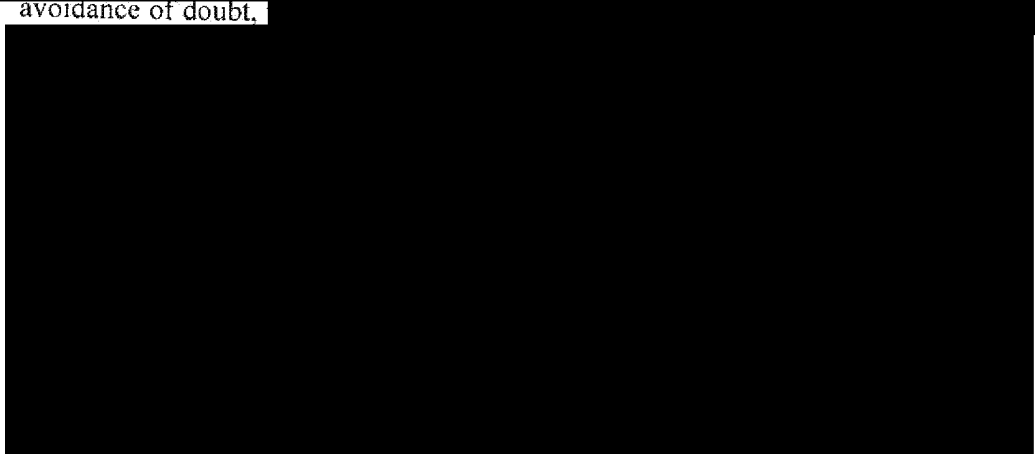
Nothing contained in the preceding sentence shall

(ii) Highlights.



avoidance of doubt.

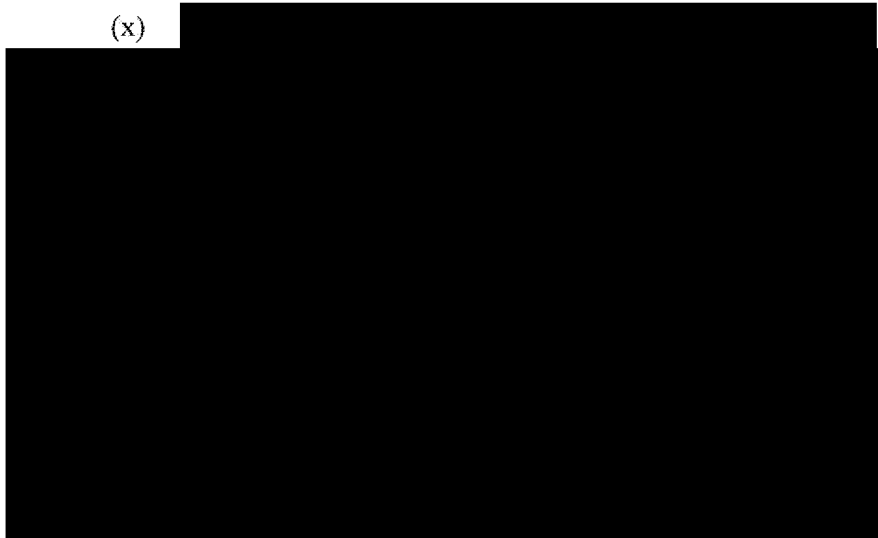
For



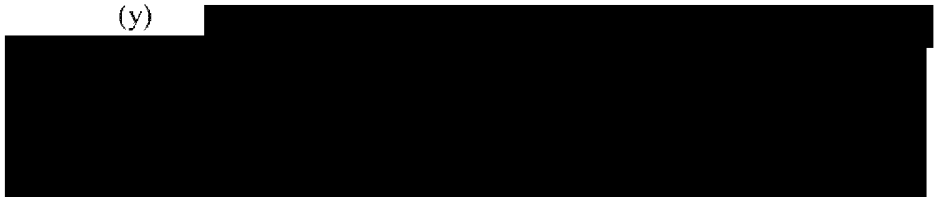
(iii) Re-Airs.

(A) Football Games.

(x)



(y)





(z) Notwithstanding subsections (x) and (y) above,

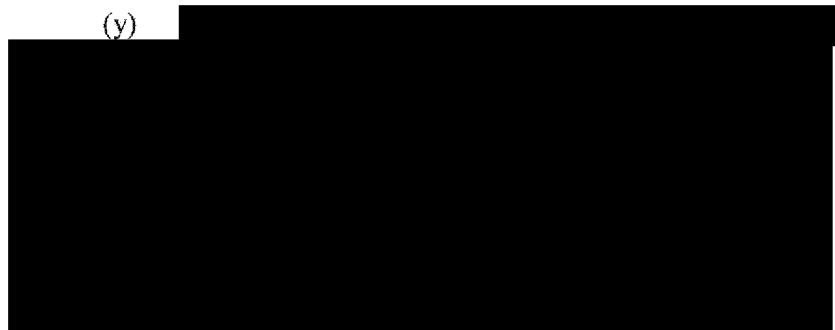


(B) Men's Basketball Games.

(x)



(y)



[REDACTED]

(C) Women's Basketball and Olympic Sports Games.

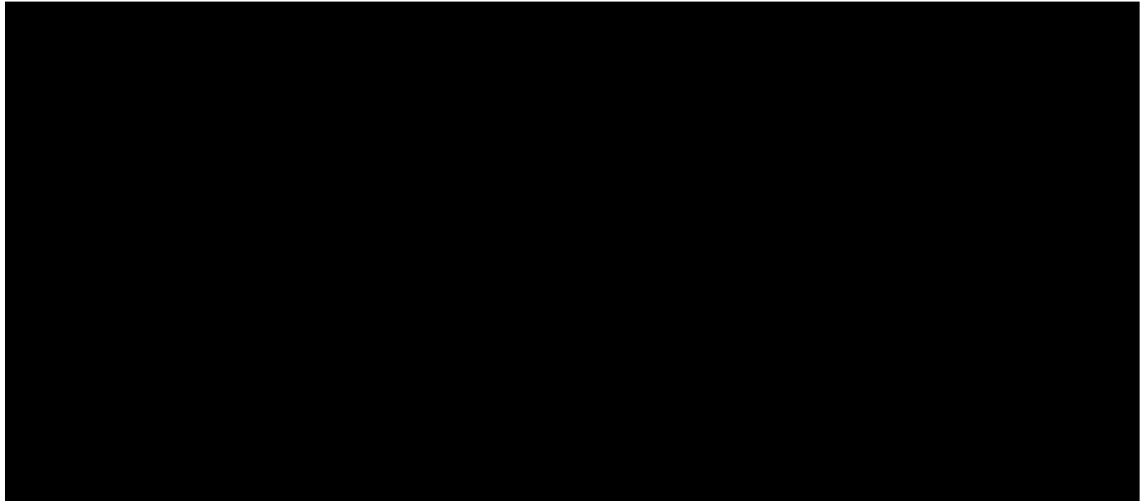
(x) [REDACTED]

(y) [REDACTED]

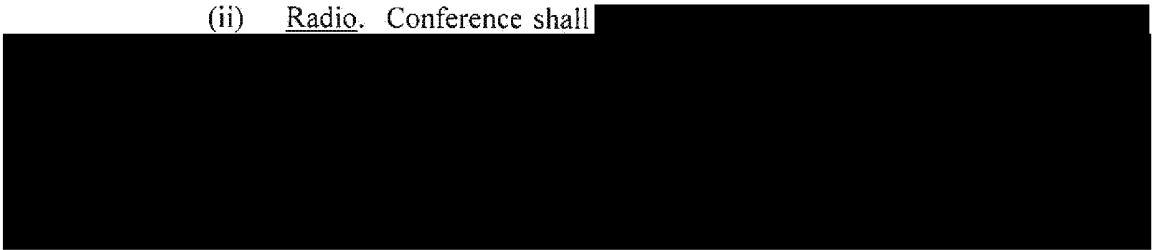
3.2 Upon Launch of Network. Commencing on the launch date of the ACC-ESPN Network and for so long as the Network Agreement is in full force and effect, the retained rights and Distribution rights of the Conference and Conference Institutions to Coverage of the Games shall be as follows:

(a) Retained Rights. Conference retains all rights not specifically granted herein and in the Network Agreement to ESPN. Without limiting the generality of the foregoing and notwithstanding any other term, provision, or condition of this Agreement, Conference, directly or through sublicensees, retains and reserves the following rights:

(i) Unselected Games. Conference may authorize [REDACTED]

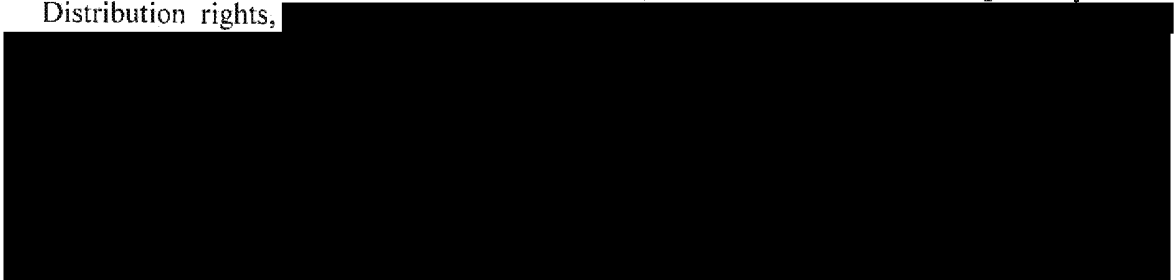


(ii) Radio. Conference shall



(b) In-Venue Distribution. The in-venue Distribution rights shall be as set forth in Section 3.1(b)(i) above.

(c) Delayed Distribution Rights. Commencing at the conclusion of the Exclusive Window of each Game, the ACC shall have the following Delayed Distribution rights,



(i) Highlights. The right to Distribute Highlights with respect to each Game (for Conference Institutions, only Games in which it is a participant) in accordance with the following:

(A) Conference Distributions.

(aa)

Conference shall have the right to Distribute Highlights as follows:

• [REDACTED]

• [REDACTED]

• [REDACTED]

(bb) [REDACTED] Conference shall have the right to Distribute Highlights as follows, [REDACTED]

• [REDACTED]

• [REDACTED]

[REDACTED]

(cc) For avoidance of doubt, the limitations on Highlights in this subsection (A) [REDACTED]

[REDACTED]

(B) Conference Institution Distributions. Conference shall have the right to Distribute Highlights as follows:

(aa) [REDACTED] the ACC may authorize [REDACTED]

(bb) The ACC may [REDACTED]

(cc) For avoidance of doubt, the limitations set forth in subsections (aa) and (bb) are not intended to [REDACTED]

[REDACTED]

(dd) [REDACTED]

(ee)

[REDACTED]

(ff)

[REDACTED]

(gg)

[REDACTED]

(ii) Re-Airs. The right to Distribute Re-Airs (for Conference Institutions, only Games in which it is a participant) in accordance with the following:

(A)

[REDACTED]

(B)

[REDACTED]


(C)

[REDACTED]

3.3 Data Rights.



3.4 ACC Digital Offerings and Conference Institution Digital Offerings. Each ACC Digital Offering and Conference Institution Website will at all times be branded with the names and trademarks of the ACC or the applicable Conference Institution.



4. CONSIDERATION. In consideration of all rights granted and obligations to be performed by Conference in connection with this Agreement, ESPN agrees to pay to Conference certain fees ("Fees") each Contract Year (subject to any adjustments pursuant to **Sections 13, 21.1(b)** and **21.2**) as set forth in the remainder of this **Section 4**. Other than the payments set forth below, as otherwise expressly set forth herein or as set forth in the Network Agreement,

ESPN shall not have any obligation to pay any additional fees or consideration of any kind to any promoter or organizer of a Game, to visiting teams in Home Cross-Over Games, or to any participants, officials or other persons or entities associated with the staging of the Game.

4.1 Rights Fees. ESPN shall pay to Conference the following rights Fees ("Rights Fees"):

(a)

[REDACTED]

(b)

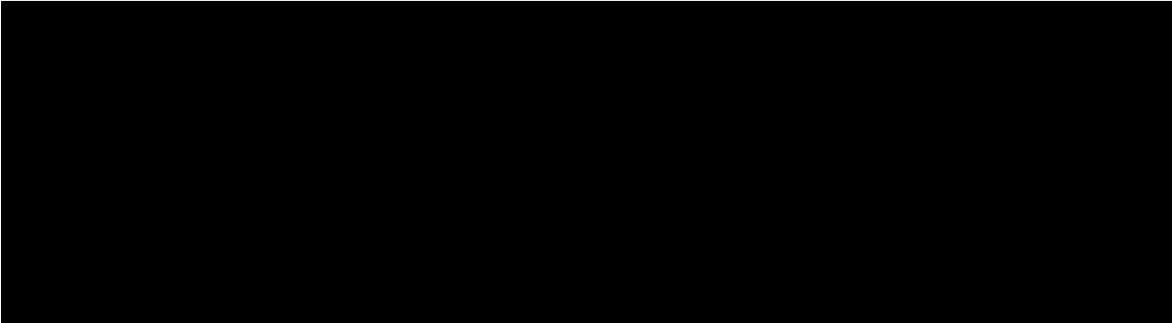
[REDACTED]

(i)

[REDACTED]

(ii)

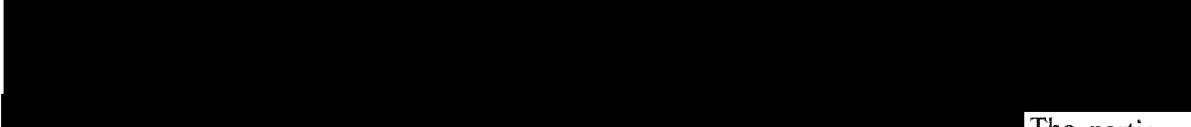
[REDACTED]



4.2 Grant of Rights: Other Consideration. In consideration of Conference having obtained the Grant of Rights as set forth in **Section 20.1**, and in addition to the amounts set forth in **Sections 4.1(a)** and **(b)** above, ESPN will pay to the Conference [REDACTED] (the "Grant of Rights Fee") [REDACTED] (such Grant of Rights Fee shall be as set forth in Column D of **Exhibit B**, and such revised total payments incorporating the Grant of Rights Fee [REDACTED] with the Rights Fees shall be as set forth in Column E of **Exhibit B**).



Grant of Rights Fees nor [REDACTED] For avoidance of doubt, neither the [REDACTED] shall [REDACTED]



[REDACTED] The parties expressly acknowledge, understand and agree that Column D of **Exhibit B**, setting forth the [REDACTED] is included in **Exhibit B**, but that payment of such [REDACTED] remains subject to the terms and conditions of this **Section 4.2**.



[REDACTED]

4.3 Jimmy V Classic.

[REDACTED] as outlined in Section 6.1(e) below, ESPN shall pay to Conference the following fees (the "Classic Fee(s)"):

- [REDACTED]
- [REDACTED]

[REDACTED]

4.4 Scholar Athlete Luncheon. ESPN hereby agrees to pay to Conference each Contract Year during the Term, [REDACTED] (the "Scholar Athlete Luncheon Fee").

4.5 Fee Payments. The Rights Fees, Grant of Rights Fees, [REDACTED] set forth in Sections 4.1 and 4.2 shall be payable [REDACTED]

[REDACTED] The Classic Fees shall be payable [REDACTED] The Scholar Athlete Luncheon Fee [REDACTED] All payments by ESPN to the Conference shall be made [REDACTED]

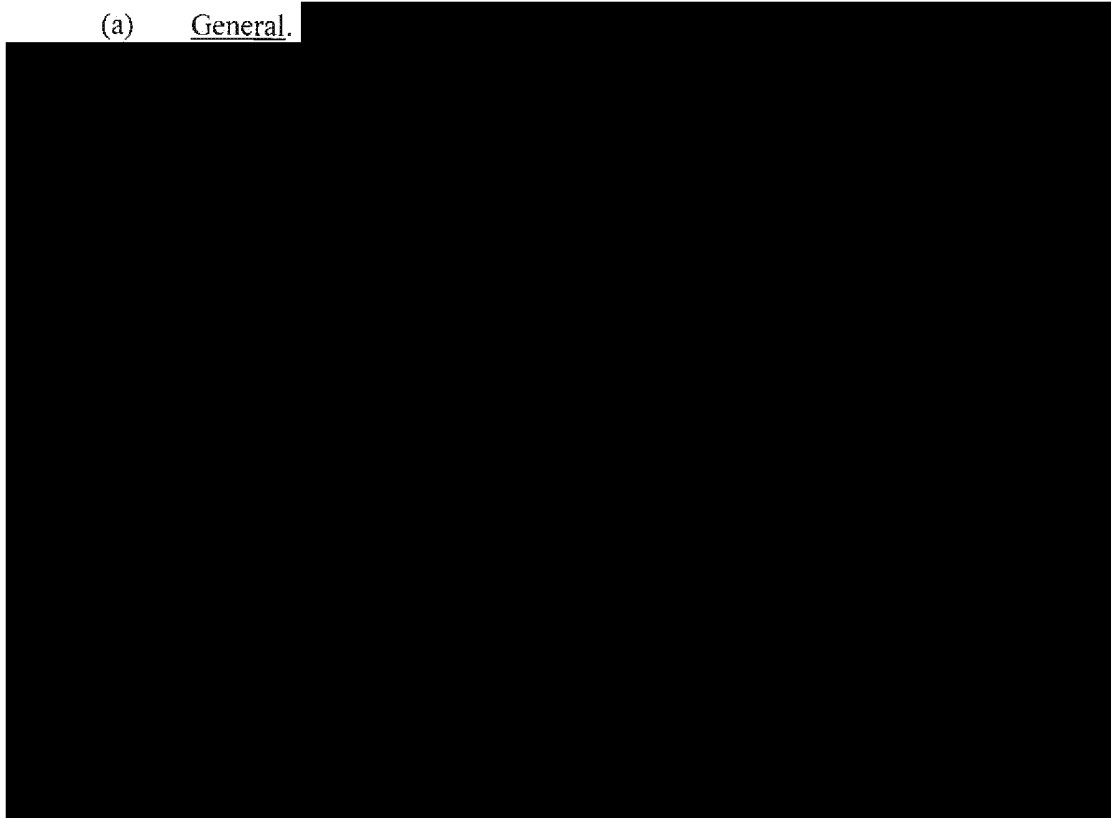
[REDACTED] In making such payments, ESPN shall pay to the Conference [REDACTED] which is separate from the remaining Rights Fees and, if applicable, Grant of Rights Fees or [REDACTED] Conference shall notify ESPN if the wiring instructions have been amended or superseded at least ten (10) days prior to a scheduled payment date. If any of the payment dates fall on a Saturday, Sunday or legal holiday, payment is to be made to the Conference on the next business day. [REDACTED]

[REDACTED]

5. FOOTBALL GAMES. As used in this **Section 5**, the terms “ESPN Games” and “Games” include only football ESPN Games, and the term “Season” includes only football Seasons.

5.1 Scheduling.

(a) General.



(b) Scheduling Generally. Conference will exercise its Commercially Reasonable Efforts to cause the Conference Institutions, beginning with the 2017 Season, and subject to any agreements that currently exist for games scheduled to be played during and after the 2017 Season, to schedule games during the Term against opponents which provide attractive matchups in order to afford Conference Institutions both maximum competitive benefit (e.g., in consideration of College Football Playoff selection criteria) and the widest television exposure for the mission of the Conference Institutions and their football programs. This scheduling philosophy shall be effectuated through subsection (c) immediately hereinbelow.

(c) Intra-Conference Format and Cross-Over Games.

(i) Prior to Launch of ACC-ESPN Network or in Event of Termination of Network Agreement. As of the Effective Date, Conference Institutions currently play eight (8) intra-Conference regular Season football Games during each football Season. Pursuant to the Prior Agreement, beginning with a Season in the Conference’s discretion but no later than the 2017 Season and subject to reasonable scheduling accommodations which may be necessary, Conference

[REDACTED]

(ii) Upon Launch of ACC-ESPN Network. Conference shall exercise good faith efforts to cause the Conference Institutions, beginning with the 2019 Season, but in any event shall cause the Conference Institutions by the 2021 Season and each Season thereafter to implement one of the following alternatives:

[REDACTED]

(iii) Additional Considerations Regarding Cross-Over Games.

[REDACTED]

(iv) Additional Considerations Regarding Intra-Conference Regular Season Games.

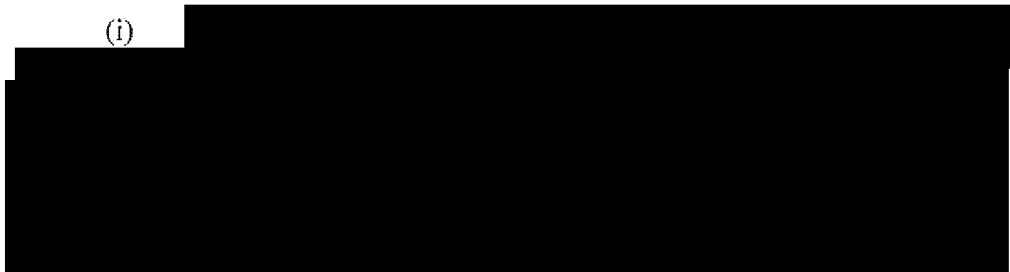
[REDACTED]



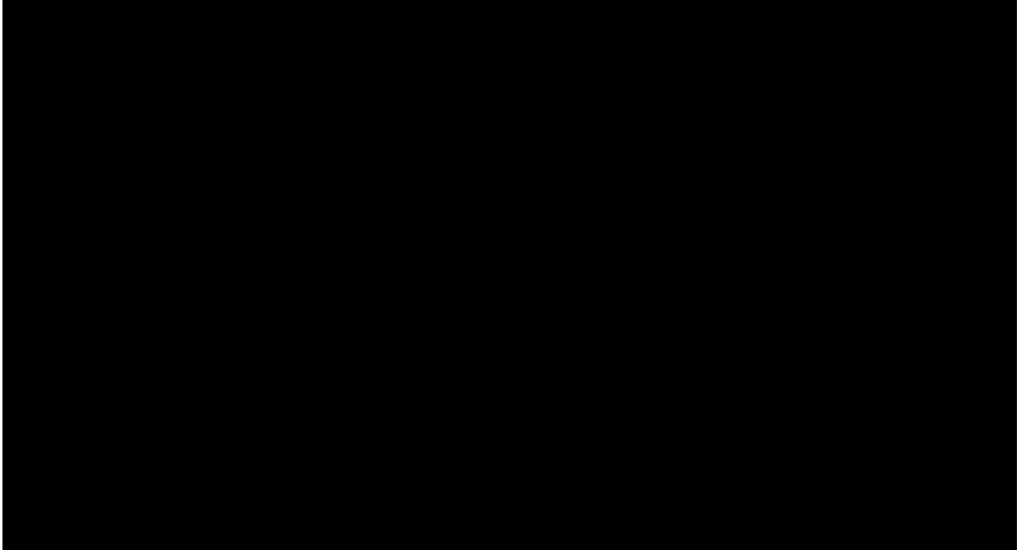
(d) Football Championship Game. Conference has the right to conduct a Football Championship Game at a Neutral Site in each Season during the Term. The Football Championship Game shall occur on the first Saturday in December of each Season, unless otherwise approved in advance by ESPN.

(e) Thursday Football Games.


(i)



(ii) In addition to those Thursday Games described in subsection (i) immediately above and beginning with the 2019 Season (but only during each subsequent Season during the Term in which the ACC-ESPN Network is operational), Conference shall schedule one or more additional Thursday Games



(f) Friday Football Games.

(i) Conference shall schedule five (5) Friday football Games each Season 



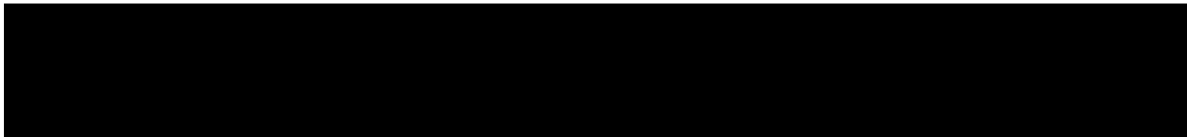
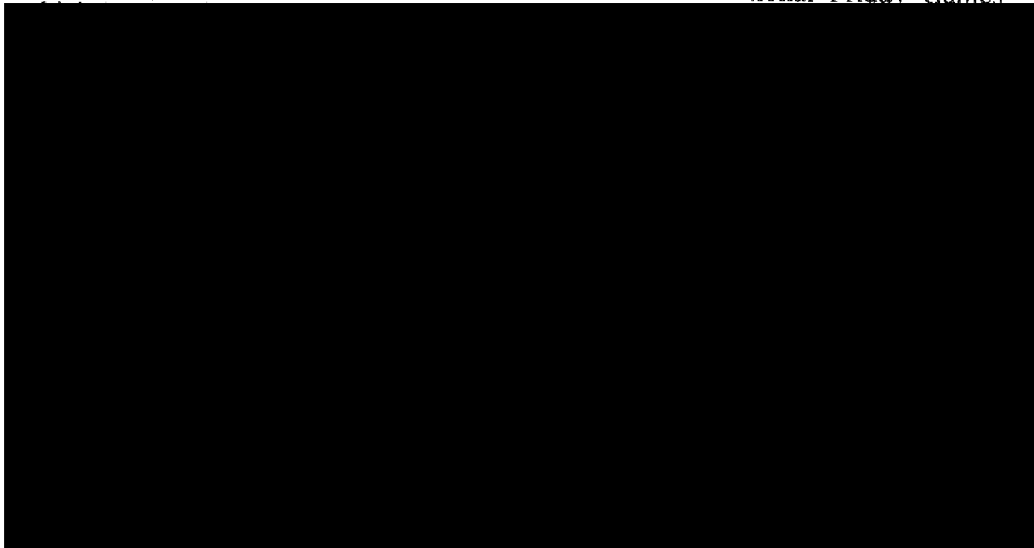
(A) Hosting of Friday Football Games.

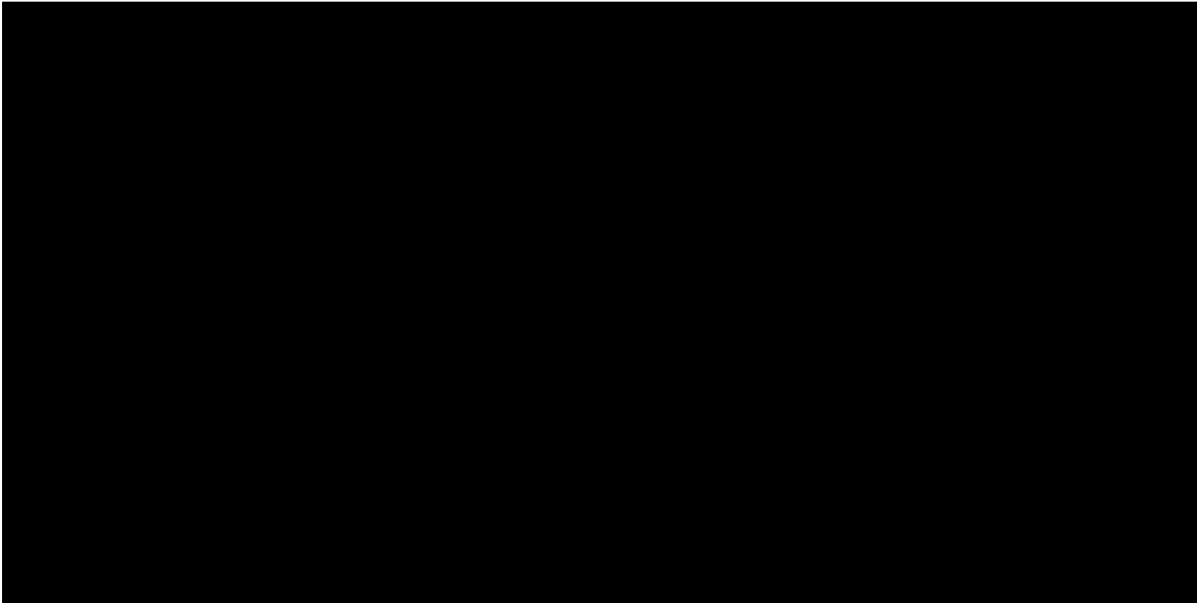


(B) Road Teams in Friday Football Games.



(ii) In addition to those Friday Games described in subsection (i) immediately above and beginning with the 2019 Season (but only during each subsequent Season during the Term in which the ACC-ESPN Network is operational), Conference shall schedule one or more additional Friday Games





(g) Labor Day Sunday and Monday Games. Conference shall schedule a football Game on Labor Day Monday each Season. [REDACTED]

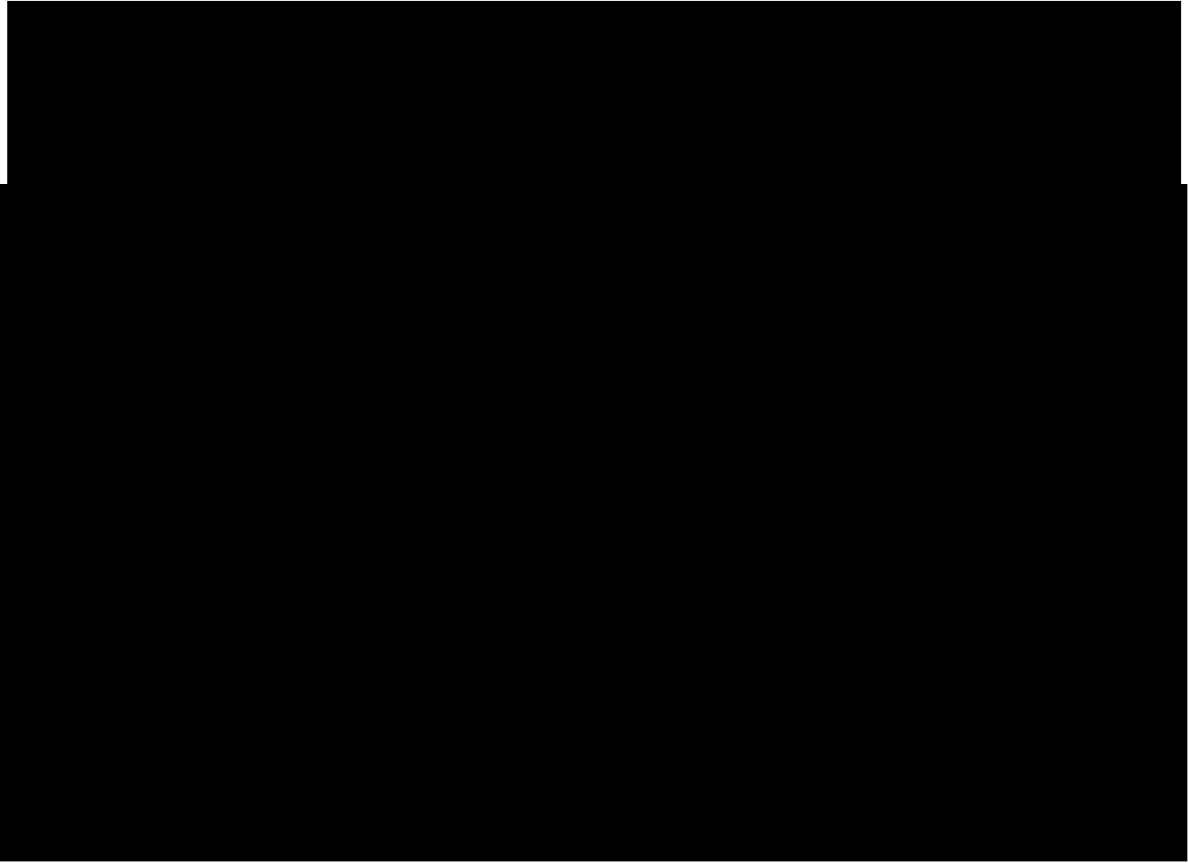
[REDACTED] The parties agree that the following Labor Day Monday Games are confirmed as of the Effective Date:

- 2016 – Ole Miss vs. Florida State
- 2017 – Tennessee vs. Georgia Tech
- 2018 – Virginia Tech at Florida State
- 2019 – Notre Dame at Louisville
- 2020 – TBD
- 2021 – Notre Dame at Florida State

Upon request by ESPN and launch of the ACC-ESPN Network, Conference shall schedule a Game on Labor Day Sunday commencing with the 2019 Season and for each such Season that the Network Agreement is in effect.

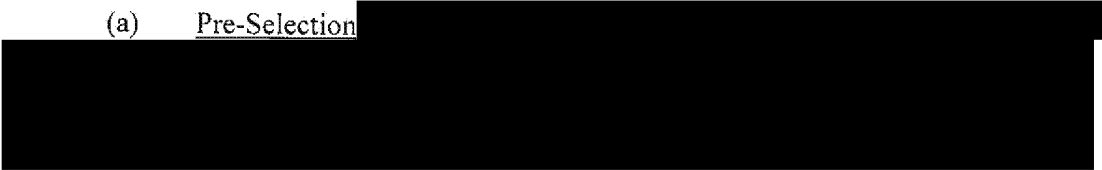
(h) Notre Dame Football. Conference further covenants that [REDACTED]



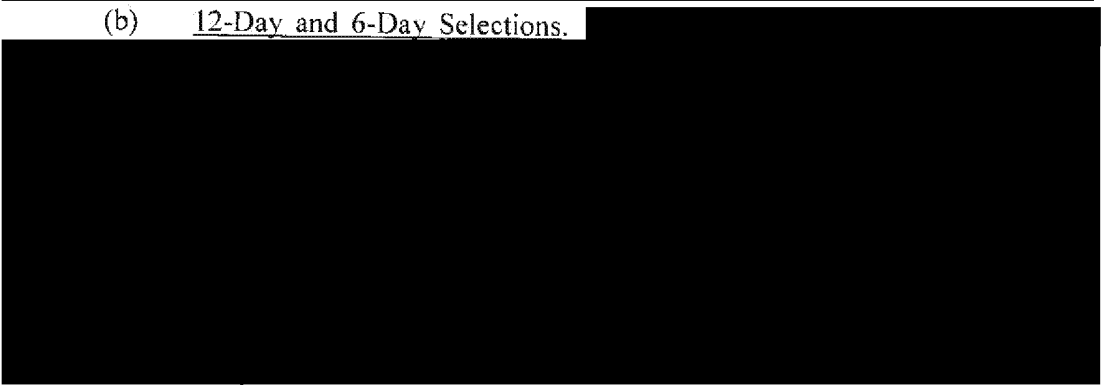


5.2 Selection Procedures.

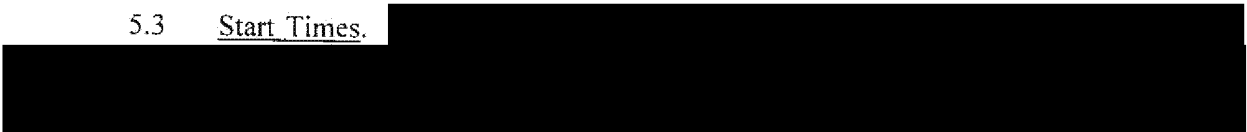
(a) Pre-Selection

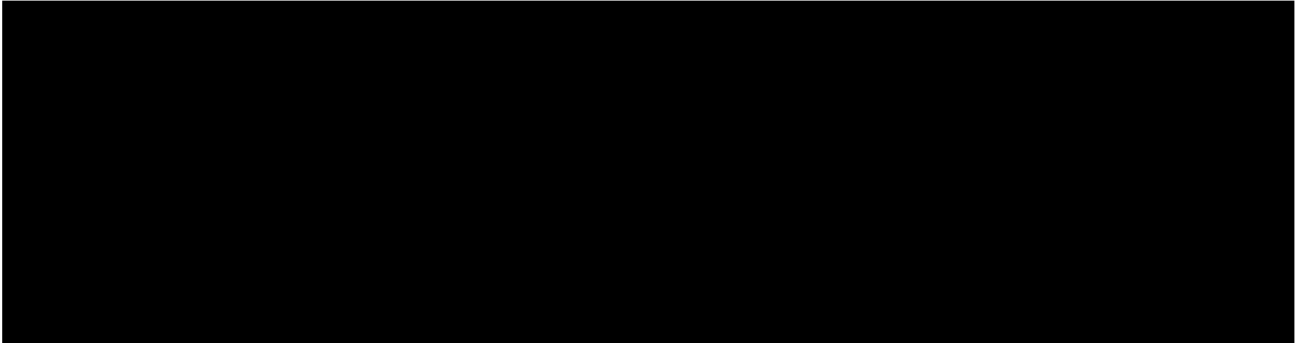


(b) 12-Day and 6-Day Selections.

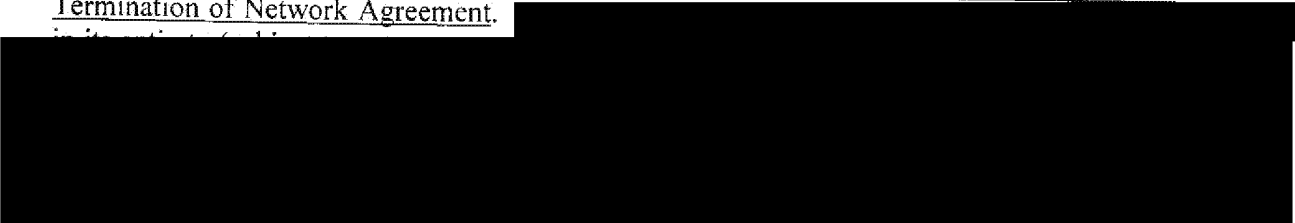


5.3 Start Times.





5.4 Distribution Obligations Prior to ACC-ESPN Network Launch or In Event of Termination of Network Agreement.



(a) ESPN/ABC Networks.

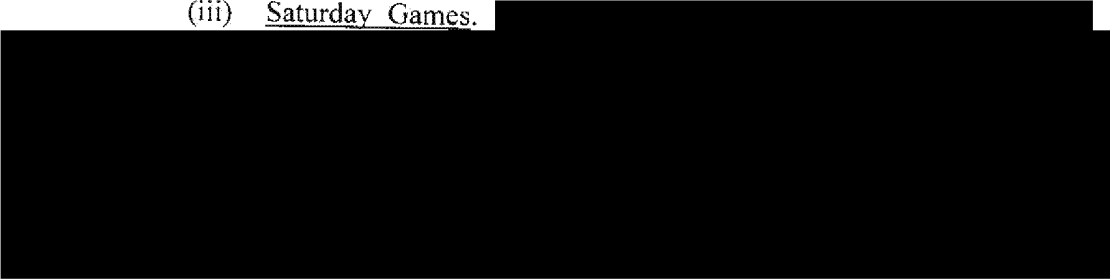
(i) Football Championship Game.



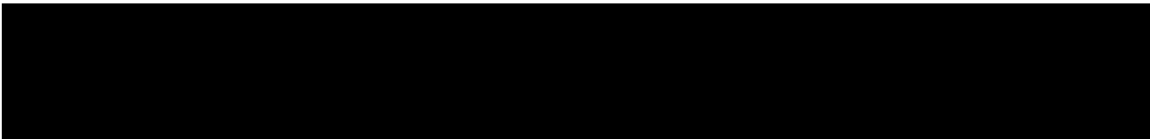
(ii) Thursday and Friday Games.



(iii) Saturday Games.



(iv) Primetime Games.



[REDACTED]

(b) Syndication.

(i) OTA Syndication.

[REDACTED]

[REDACTED]

(ii) Regional Cable Syndication.

[REDACTED]

[REDACTED]

(c) Remaining Games.

[REDACTED]

(d) High Definition.

[REDACTED]

5.5 Distribution Obligations Upon ACC-ESPN Network Launch.

[REDACTED]

[REDACTED]

(a) ESPN/ABC Networks and the ACC-ESPN Network.

(i) Football Championship Game. [REDACTED]

(ii) Saturday Games. [REDACTED]

(iii) Thursday and Friday Games. [REDACTED]

(iv) Labor Day Sunday Games. [REDACTED]

(v) Primetime Games. [REDACTED]

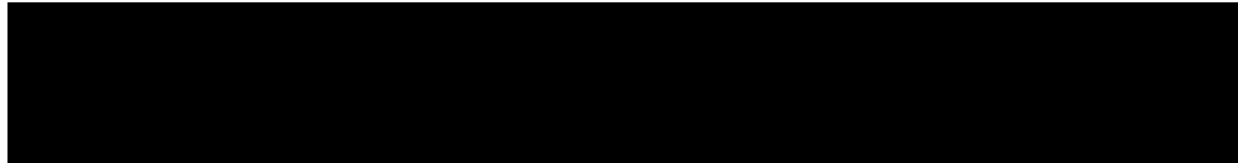
[REDACTED]

(b) Remaining Games.

[REDACTED]

(c) High Definition.

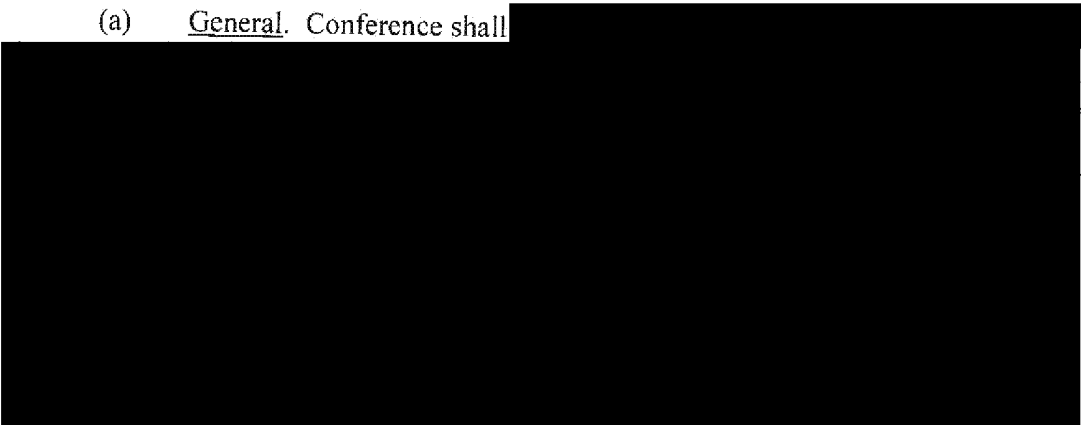
[REDACTED]



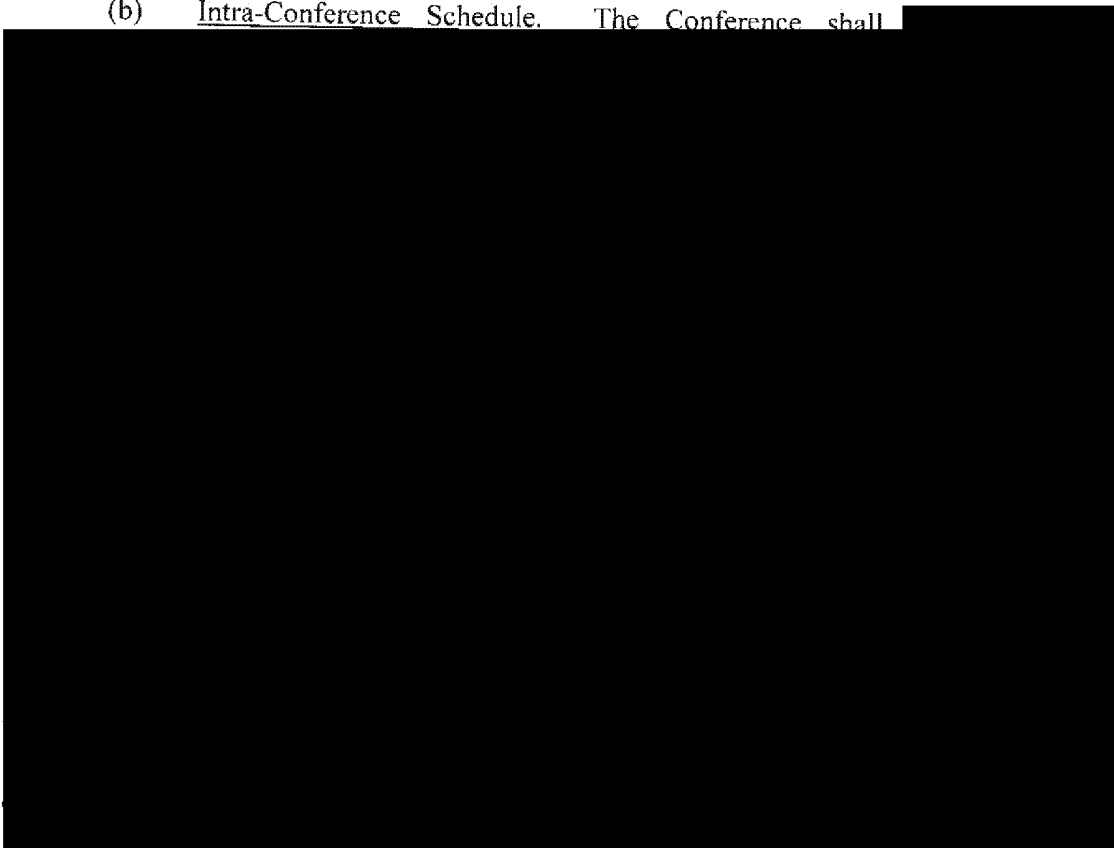
6. MEN'S BASKETBALL GAMES. As used in this Section 6, "ESPN Games" and "Games" include only men's basketball ESPN Games, and the term "Season" includes only men's basketball Seasons.

6.1 Scheduling.

(a) General. Conference shall



(b) Intra-Conference Schedule. The Conference shall



[REDACTED]

The Conference acknowledges that in the 2018-19 Season, Duke shall play both Louisville and Syracuse, and North Carolina shall also play both Louisville and Syracuse, as Single Season Repeat Partners (*i.e.*, a total of eight Games).

(c) Big Monday Basketball Games. Upon ESPN's request, Conference agrees to schedule one (1) weekly men's basketball Game on Mondays during the intra-Conference Season in January and February of each Season ("Big Monday Basketball Games"). Each such Big Monday Basketball Game will be scheduled to begin in the 7:00 p.m. ET telecast window, except that two (2) of such Big Monday Basketball Games may be scheduled in the 9:00 p.m. ET telecast window, provided that ESPN submits such requests to Conference for each such 9:00 p.m. Game no later than fifteen (15) days prior to Conference finalizing its schedule.

(d) Men's Jimmy V Classic. The Jimmy V Classic (the "Classic") is currently a regular season men's college basketball doubleheader played in December in Madison Square Garden and as to which ESPN owns and controls the Distribution rights.

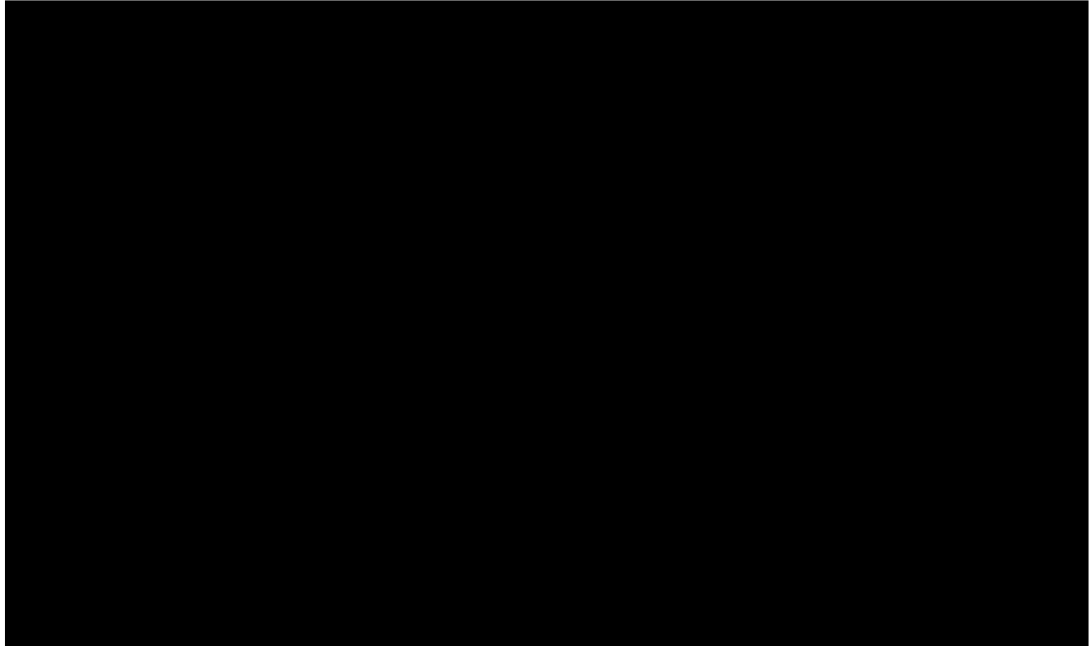
(i) Dates. The dates for the Classic for the 2016-19 Seasons are as follows:

- 2016 – Tuesday, December 6
- 2017 – Tuesday, December 5
- 2018 – Tuesday, December 4
- 2019 – Tuesday, December 10

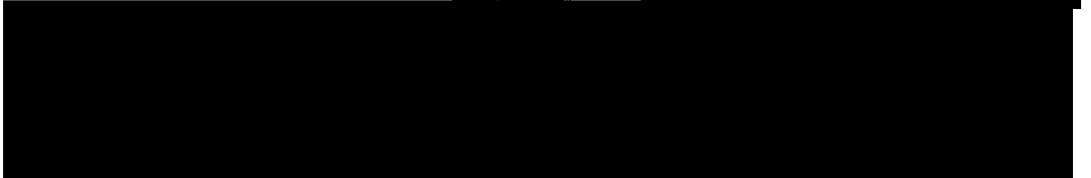
[REDACTED]

(ii) Conference Institution Participants. ESPN shall [REDACTED]

[REDACTED]



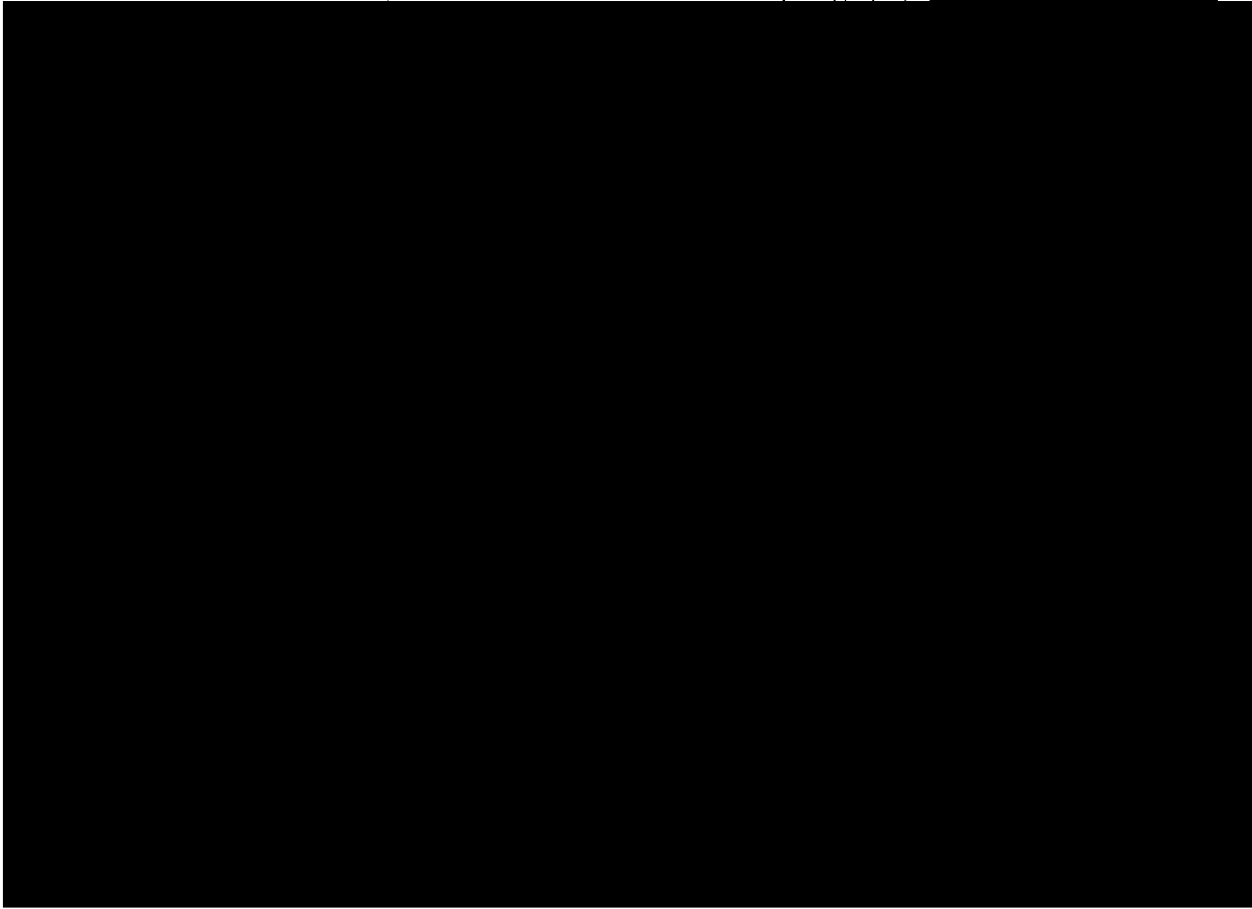
(ii) Condition of Annual Participation.



6.2 Start Times. The specific telecast window start times for each Game shall be determined by ESPN, subject to the following:

- -
 -
 -
 -
 -
 -
-

6.3 ACC/Big Ten Challenge. ESPN shall have the right to produce and Distribute, and Conference shall cause its Conference Institutions to participate in, all Games of the ACC/Big Ten Challenge during each remaining Season of the Term, subject to the written agreement of the Big Ten Conference after the 2016-17 Season (or, if applicable, any replacement conference, subject to the last sentence of this paragraph).



6.4 Distribution Obligations Prior to ACC-ESPN Network Launch or In Event of Termination of Network Agreement. ESPN shall Distribute live each Season the following Games in their entirety (subject to cut-aways as permitted in **Section 10.3**) during the periods (x) prior to the Contract Year in which the ACC-ESPN Network launches, and (y) during the Term after, and only if, the Network Agreement is terminated (the latter period's obligations subject to adjustment in the event of termination during a Contract Year in which obligations have already been fulfilled pursuant to **Section 6.5** below) as follows:

(a) Intra-Conference Games. ESPN shall Distribute each and every men's intra-Conference Game (each, an "ESPN Intra-Conference Game") as follows:

(i) ESPN/ABC Networks.

(A) Regular Season. [REDACTED]

(B) Tournament. [REDACTED]

(C) Sunday ESPNU Games. [REDACTED]

(D) Big Monday Basketball Games. [REDACTED]

(E) [REDACTED]

(ii) Syndication.

(A) OTA Syndication. [REDACTED]

(B) Regional Cable Syndication. [REDACTED]

(iii) Remaining Games. [REDACTED]

(b) Home Cross-Over Games.

[REDACTED]

(c) High Definition.

[REDACTED]

6.5 Distribution Obligations Upon ACC-ESPN Network Launch.

[REDACTED]

(a) Intra-Conference Games.

[REDACTED]

(i) ESPN/ABC Networks and the ACC-ESPN Network.

(A) Regular Season.

[REDACTED]

(B) Tournament.

[REDACTED]

(C) Sunday ESPNU Games.

[REDACTED]

[REDACTED]

(D) Big Monday Basketball Games. [REDACTED]

[REDACTED]

(E)

[REDACTED]

(ii) Remaining Games.

[REDACTED]

(b) Home Cross-Over Games.

[REDACTED]

(c) High Definition.

[REDACTED]

[REDACTED]

6.6 Men's Tournament Location. Conference acknowledges that: (i) it intends to hold the 2017 and 2018 Men's Basketball Tournaments in New York at Barclays Center; (ii) it intends to hold the 2019 Men's Basketball Tournament in Charlotte, North Carolina; (iii) it intends to hold the 2020 Men's Basketball Tournament in Greensboro, North Carolina; and (iv)

[REDACTED] In addition, unless the Conference and ESPN mutually agree otherwise, Conference acknowledges that the Men's Basketball Tournament shall finish on a Saturday night each Season.

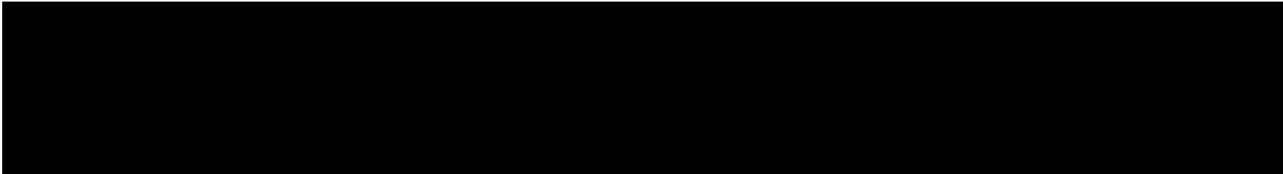
7. WOMEN'S BASKETBALL. As used in this Section 7, the terms "ESPN Games" and "Games" include only women's basketball ESPN Games, and the term "Season" includes only women's basketball Seasons.

7.1 Scheduling. Subject to the remainder of this paragraph, Conference shall

[REDACTED]

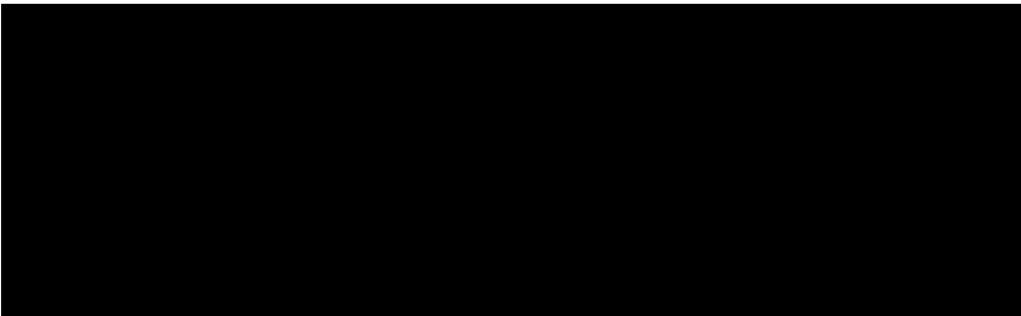
7.2 Selection Exclusivity.

[REDACTED]

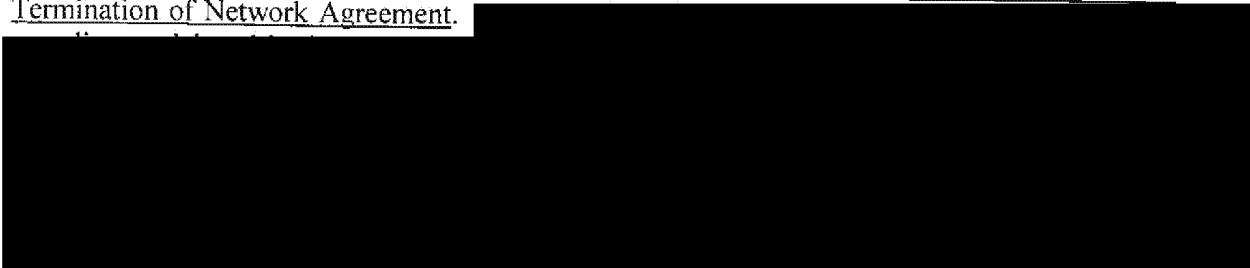


7.3 Start Times. The specific windows and start times for each ESPN Game shall be determined by ESPN, subject to the following:

-
-
-
-

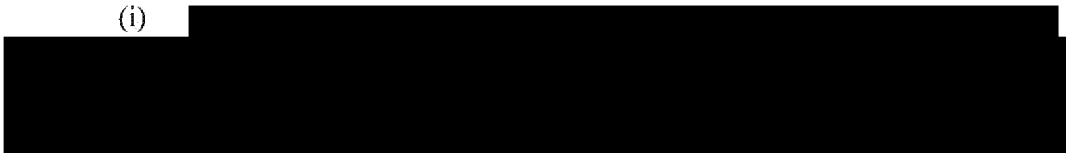


7.4 Distribution Obligations Prior to ACC-ESPN Network Launch or In Event of Termination of Network Agreement.

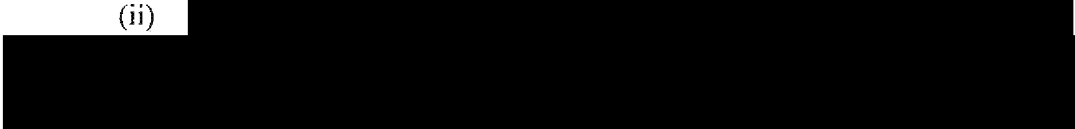


(a) ESPN/ABC Networks.

(i)



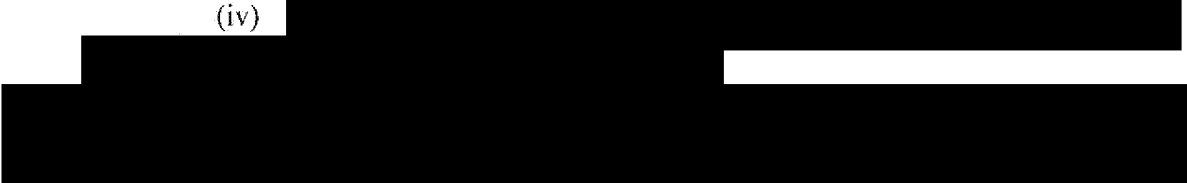
(ii)



(iii)



(iv)



[REDACTED]

(b) Syndication.

(i)

[REDACTED]

(ii)

[REDACTED]

(A)

[REDACTED]; and

(B)

[REDACTED]

(iii)

[REDACTED]

7.5 Distribution Obligations Upon ACC-ESPN Network Launch

[REDACTED]

(a)

[REDACTED]

[REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

[REDACTED]

8. OLYMPIC SPORTS AND OTHER PROGRAMMING. As used in this **Section 8**, the term "Games" includes only Olympic Sport ESPN Games, and the term "Season" includes only the Season of the relevant Olympic Sport.

8.1 Scheduling. Conference shall [REDACTED]

8.2 Selection Exclusivity. [REDACTED]

[REDACTED]

8.3 Distribution Obligations Prior to ACC-ESPN Network Launch or In Event of Termination of Network Agreement.

[REDACTED]

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]
- (e) [REDACTED]
- (f) [REDACTED]
- (g) [REDACTED]
- (h) [REDACTED]

For the avoidance of doubt, ESPN's (or its sublicensee's) Distribution of ESPN Games in satisfaction of the obligations in Sections 8.3(d), (e), (f) and (g) [REDACTED] in Sections 8.3(a) and (b). ESPN shall have the right [REDACTED]

[REDACTED]

[REDACTED]

8.4 Distribution Obligations Upon ACC-ESPN Network Launch.

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

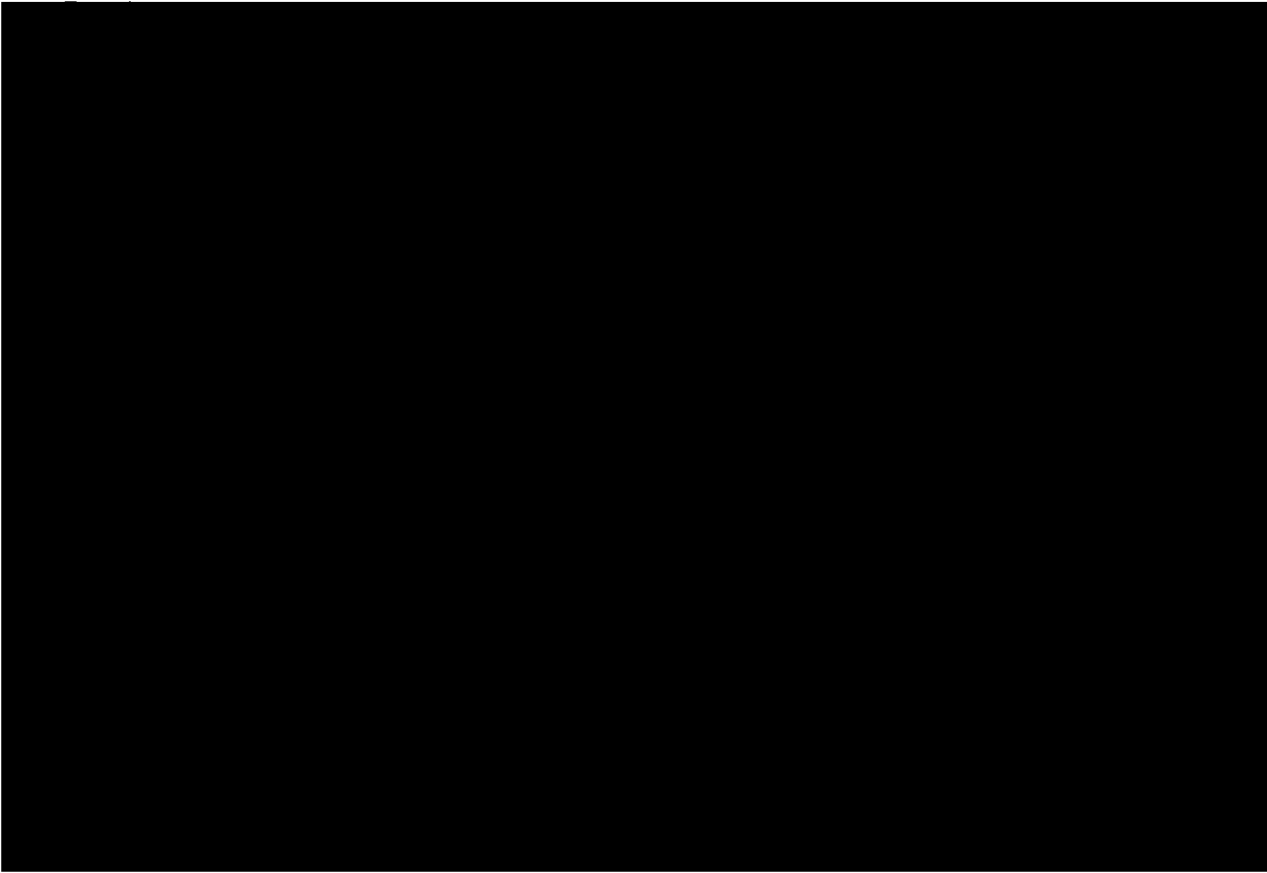
(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]



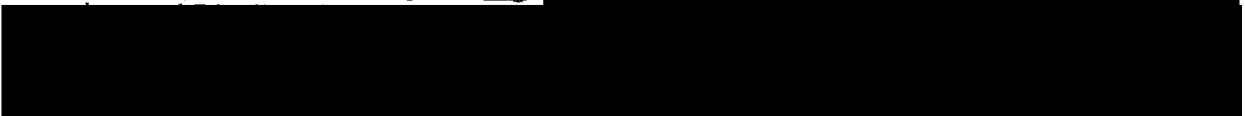
8.5 Spring Football.



8.6 Men's Lacrosse.



8.7 All-Access Programming.





9. SPONSORSHIP PROGRAMS; RAYCOM SUBLICENSE; ACC DIGITAL RIGHTS.

9.1 Sponsorship Programs. Conference hereby grants ESPN [redacted] described in Exhibit C attached hereto (collectively, the "Sponsorship Programs").

9.2 ESPN-Raycom Sublicense.

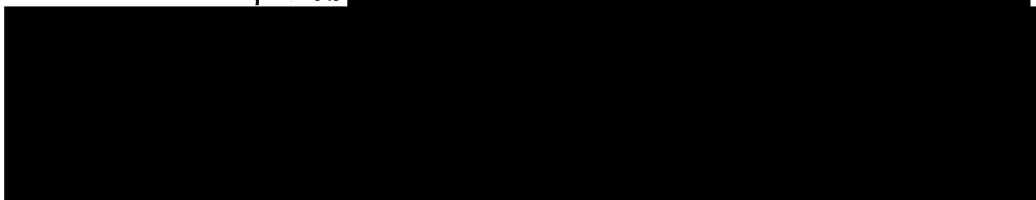
(a) Raycom Obligations; Conference Cooperation. Contemporaneously with execution of the Prior Agreement, ESPN entered into an agreement with Raycom (the "ESPN-Raycom Sublicense"), which agreement caused Raycom to agree [redacted]



[redacted] (collectively, the "Raycom Obligations"). Conference agrees to work with Raycom (and ESPN and any other person or entity approved by Conference in accordance herewith that performs the Raycom Obligations during the Term of this Agreement) in connection with its performance of the Raycom Obligations consistent with past practice and to comply with the terms and deliverables set forth in Exhibit C.

(b) Termination.

(i) ESPN-Raycom Sublicense Term; Expiration. The ESPN-Raycom Sublicense shall expire on [redacted]



(ii) Termination for Breach by Raycom. In the event that Raycom fails to perform one or more material obligations with respect to the Raycom Obligations (including, without limitation, failure to pay any fees due the Conference in connection with the Promotional Partner Packages, as such term is defined in Exhibit C), Conference may terminate this Agreement solely with respect to the Raycom Obligations in their entirety and solely with respect to Raycom, upon written notice to ESPN at any time after the failure by Raycom to perform such material obligation(s) which is not cured by Raycom within thirty (30) days after written notice by Conference to ESPN. Any termination of the Raycom Obligations by Conference in accordance with this **Section 9.2(b)** shall cause an automatic termination of the ESPN-Raycom Sublicense. In the event of termination of the Raycom Obligations by Conference under this Agreement (and corresponding termination of the ESPN-Raycom Sublicense), all Raycom Obligations shall automatically revert to ESPN, which obligations ESPN shall promptly assume and perform at its sole expense directly or, subject to Conference's prior approval, not to be unreasonably withheld, sublicense to one or more Syndication Partners or other sublicensees.

(iii) Termination for Other Reasons. In the event of a termination of the ESPN-Raycom Sublicense for any reason other than as set forth in **Section 9.2(b)(i)** and **(ii)** above (including, without limitation, for a material breach of the ESPN-Raycom Sublicense by ESPN), ESPN shall so notify Conference, after which all Raycom Obligations shall automatically revert to ESPN, which obligations ESPN shall promptly assume and perform at its sole expense directly or, subject to the Conference's prior approval, not to be unreasonably withheld, sublicense to one or more Syndication Partners or other sublicensees.

(c) Amendment. For the avoidance of doubt, nothing herein shall preclude ESPN from amending the ESPN-Raycom Sublicense during the Term and sublicensing the Raycom Obligations, in whole or in part, to one or more Syndication Partners or other sublicensees.

9.3 ACC Digital Offerings.

(a) Contemporaneously with execution of the Prior Agreement, the Conference entered into an agreement with Raycom (the "ACC Raycom Digital Rights Management Agreement"), which agreement states that [REDACTED]

[REDACTED] and grants to Raycom the exclusive right and obligation to manage and operate certain "ACC Digital Offerings" comprised of the following: [REDACTED]

[REDACTED]
[REDACTED] provided that, Conference acknowledges and agrees [REDACTED]

[REDACTED] s granted under and in accordance with the provisions of the Prior Agreement and this Agreement and otherwise comply with all terms, conditions, limitations and restrictions set forth in the Prior Agreement and this Agreement (including, without limitation, [REDACTED])

[REDACTED], Conference further agrees that (x) for so long as Raycom is managing the Sponsorship Programs pursuant to the ESPN-Raycom Sublicense, [REDACTED]

[REDACTED]

(b) In the event that Raycom fails to perform one or more material obligations under the ACC Raycom Digital Rights Management Agreement (including, without limitation, failure to pay any monies due Conference), Conference may terminate said Agreement in its entirety any time after the failure by Raycom to perform such material obligation(s) within thirty (30) days after written notice by Conference to Raycom. In the event of such termination by Conference, Conference shall have the option to directly assume responsibility for managing and operating the ACC Digital Offerings in its sole discretion or to subcontract same to one or more third parties.

10. PRODUCTION AND FACILITIES.

10.1 ACC Branding.

(a) ACC Branding on ESPN/ABC Networks. ESPN and ACC shall jointly develop and implement a branding program for all ESPN Games to be Distributed on ESPN/ABC Networks. Such branding shall be unique to the ACC and shall be of a scope and nature appropriate to favorably promote a top college sports conference.

(b) ACC Branding on Syndication. ESPN, in conjunction with the Syndication Partner, shall develop and implement a branding program for all ESPN Games Distributed by OTA Syndication, provided that the scope and nature of all such branding shall be subject to the mutual written approval of the parties.

10.2 Production Responsibility. Subject to the terms of the Network Agreement regarding [REDACTED]

[REDACTED]

10.3 Cut-Aways. Without limiting the foregoing, during its telecasts of ESPN Games, [REDACTED] shall have the right to cut away to, and/or provide “bonus coverage” of, other events or programming; provided, that: [REDACTED]

[REDACTED]

10.4 Enhanced Program Content [REDACTED]

[REDACTED]

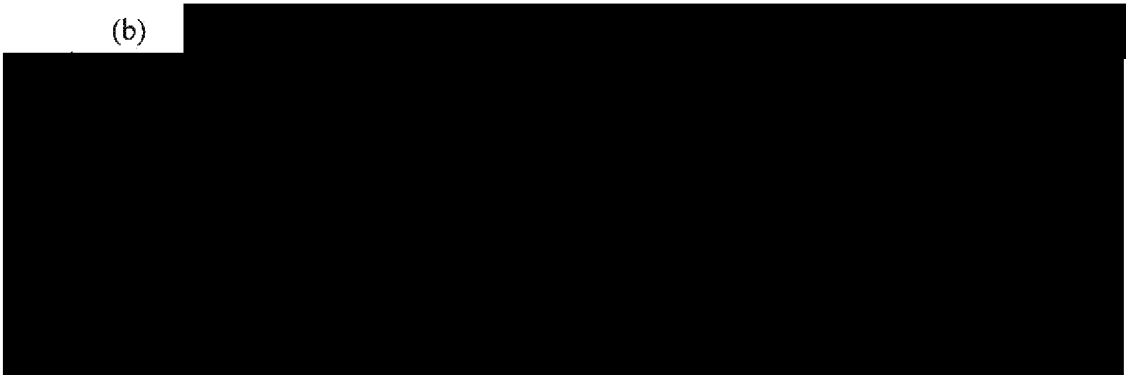
10.5 Administration of Games.

(a) [REDACTED]

[REDACTED]



(b)



10.6 Facilities.

(a) At each ESPN Game (other than Qualifying Multi-Team Event Games), Conference will provide ESPN (and its sublicensees) with the production facilities set forth in Exhibit D, all without cost to ESPN (or its sublicensees) unless otherwise specified. ESPN (and its sublicensees) shall have access, without charge, to all official scoring computers or other available electronic feeds or devices controlled by the Conference or Conference Institution that provide or include any Data related to the ESPN Game and/or relating to the participating teams, whether real-time, delayed or historical in nature. Conference shall cause each Conference Institution to provide access to such Data feeds each Season of the Term.

(b) Upon reasonable request by ESPN, Conference shall use good faith efforts to provide or cause to be provided to ESPN all information and cooperation reasonably necessary for ESPN to comply with ESPN's obligations under all applicable occupational safety and health laws as they relate to the site of each Game. In the event that the governmental, regulatory or administrative authority with jurisdiction has determined that any site of a Game violates applicable occupational safety and health laws or regulations, then Conference shall cause the applicable Conference Institution or site owner to immediately take any action necessary to make such site compliant with such law or regulation.

(c) Upon request by ESPN (or its sublicensees, as applicable), Conference and each Conference Institution will make available any still photographs, recordings and transcripts of interviews, footage or other materials that the Conference or the relevant Conference Institution controls or has the right to license, and can provide without infringing or violating the rights of any third party, for use in Programs and other

exploitation in accordance with the rights granted to ESPN herein, provided that ESPN agrees to reimburse any out-of-pocket tape stock, duplication and shipping costs.

(d) Conference and each Conference Institution further agree to provide access to suitable locations at the site of each ESPN Game for other ESPN programming and platforms (for example, College GameDay, ESPN.com, ESPN The Magazine, ESPN Radio), and press and photography credentials to each ESPN Game for ESPN (and its sublicensees) equivalent to the highest grade of press credentials given for that ESPN Game, all without additional cost to ESPN (or its sublicensees), other than reimbursement of any incremental out-of-pocket costs incurred by a Conference Institution in providing facilities to ESPN (or its sublicensees). ESPN (or its sublicensees) shall be responsible for actual out-of-pocket expenses incurred in connection with space and locations for such additional programming and platforms but not for any additional site fees.

(e) Conference Institution Production Investments. Unless and until the Network Agreement is terminated, each Conference Institution shall, prior to the launch date of the ACC-ESPN Network and throughout the Term of the Network Agreement, dedicate the necessary resources (financial and otherwise), at its cost, to (i) acquire hardware and other relevant equipment requested by ESPN in accordance with the Network Agreement and (ii) conform to the Production Guidelines (as such term is defined in the Network Agreement) to facilitate the Distribution of Conference-Produced Programs.

10.7 Signage.

(a) Football. During the Exclusive Window of each football ESPN Game, Conference represents that, unless ESPN consents thereto in advance in writing:

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

For the avoidance of doubt, the posting of Conference or Conference Institution branding or logos are not a breach hereof and do not require ESPN's permission as provided herein. Conference shall grant to ESPN [REDACTED]



(b) Basketball. Conference and the Conference Institutions may offer signage at the sites of all basketball Games, provided that, in all sites where rotating and/or LED signage facilities exist:

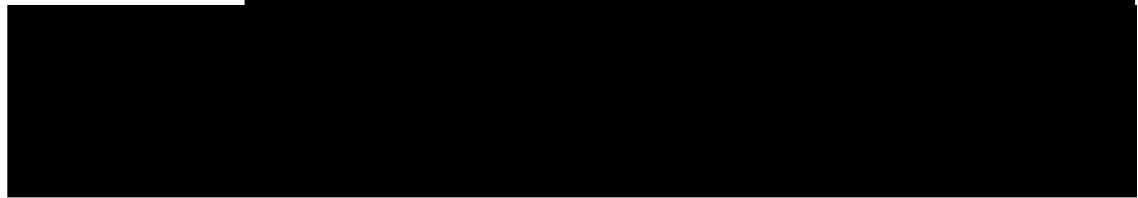


(c) Pre-existing Signage Agreements. To the extent any Conference Institution has any pre-existing agreement

will cause Conference

provided that no Conference

Institution will be




(d) Exclusions. The restrictions of this **Section 10.7** shall not apply to logos, insignia, trade names, and trademarks which are part of uniforms and equipment worn by and/or used by players and coaches of the teams participating in a Game, consistent with current practice.

(e) ESPN Signage. ESPN (and its sublicensees) may display its name and trademarks on banners, its equipment and on any platform or telecasting booth used at the site. It is understood that ESPN (and its sublicensees) shall have a priority for its banner position at any ESPN Game and may cover or move the banner of any entity in ESPN's (or its sublicensees') position.

10.8 Exclusivity. Conference shall not, and shall cause Conference Institutions not to, permit access to the site of any ESPN Game to any person or entity (other than Conference, a Conference Institution or ESPN or its designees, or ESPN's sublicensees or their respective designees) for purposes of obtaining ESPN Game Coverage to be Distributed during the Exclusive Window. Press credentials issued to electronic news gathering ("ENG") crews or other persons not affiliated with ESPN (or its sublicensees) or the participating institutions will (i) restrict the use of ESPN Game Coverage (whether produced by ESPN (or its sublicensees)) to Highlights consistent with the News Access Guidelines as described in **Section 2.5** (unless approved otherwise in writing by ESPN) and (ii) prohibit such crews from authorizing use of such Highlights by third parties. For the avoidance of doubt, Conference and Conference Institutions shall have the right to permit access to the Site to ENG crews in designated areas solely for the purpose of filming and exploiting footage of press conferences, practices (in accordance with the terms and conditions of the Network Agreement and News Access Guidelines), and any other coverage which does not display live action of Game competition as its main purpose, subject to ESPN maintaining (A) first priority access and camera positions at all such press conferences, practices, and other coverage and (B) the right to cause Conference or the applicable Conference Institution to bar access to such ENG crews in the event that such crews hinder ESPN's own productions, as determined in ESPN's good faith discretion.

10.9 Locker Room Access.



11. COMMERCIAL MATTER, PROMOTION AND SPONSORSHIPS.

11.1 Distribution of ESPN Games.

(a) ESPN (and its sublicensees) shall have the right



provided that ESPN (and its sublicensees) fully complies with

the commercial formats attached as Exhibit E and Exhibit F

Conference agrees that ESPN shall have

(b) Provided that ESPN (and its sublicensees) complies with the formats set forth in Exhibits E and F, ESPN (and its sublicensees) may

In addition to the foregoing, ESPN (and its sublicensees) shall have the right

11.2 Sponsorships.

(a) Football Championship Game. ESPN shall have the right to

Conference agrees,

Conference also agrees to exercise

Except as specifically provided in this Section 11.2,
ESPN agrees that

Conference shall

Conference further agrees that

(b) Tournaments. ESPN shall have the

Conference shall have

ESPN shall retain

Conference shall

ESPN agrees that

11.3 Virtual Advertising and Imaging. ESPN shall

Subject to this Section 11.3, ESPN (and its sublicensees)

11.4 Pre-Game/Halftime/Post-Game Programming. For any ESPN Game, ESPN (and its sublicensees) shall have the right, but not the obligation, in addition to the ESPN Game telecasts, to produce and televise pre-game, halftime, post-game or any other related programming (originating from the site of the competition or from elsewhere, as ESPN (or its sublicensees) may elect). Subject to **Sections 11.3 and 11.5**, ESPN (and its sublicensees) may insert such commercial, promotional and other matter as ESPN (and its sublicensees) elects into such programming.

11.5 Commercial Subject Matter. [REDACTED]

11.6 Institutional Messages. During each ESPN Game, ESPN (and its sublicensees) will Distribute Institutionals to be allocated in Conference's discretion as follows:

- [REDACTED]
- [REDACTED]
- [REDACTED]

11.7 Promotion. [REDACTED]

[REDACTED]

11.8 Marketing Initiatives.

(a) Vertical Integration Strategy. Conference shall [REDACTED]

[REDACTED] Conference shall [REDACTED]

(b) Data. The parties shall [REDACTED]

[REDACTED] Conference shall [REDACTED]

12. ARCHIVE GAMES.

12.1 Assignment and License of Archive Games.

(a) Assignment of Copyrights. Conference acknowledges [REDACTED]

[REDACTED]

[REDACTED]

(b) Assignment of Copyrights to Certain Games Involving Conference Institutions.

[REDACTED]

(c) Third Party Materials and Non-Game Elements.

[REDACTED]

12.2 Terms of Assignment and License.

[REDACTED]

(a) Copies of Archive Games.

[REDACTED]

(b) Pre-Existing Claims.

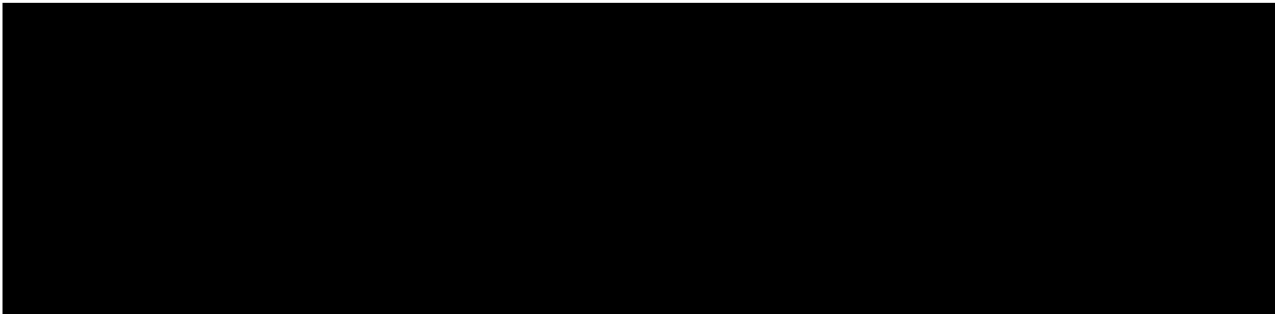
[REDACTED]

(c) Challenges by Conference Institutions.

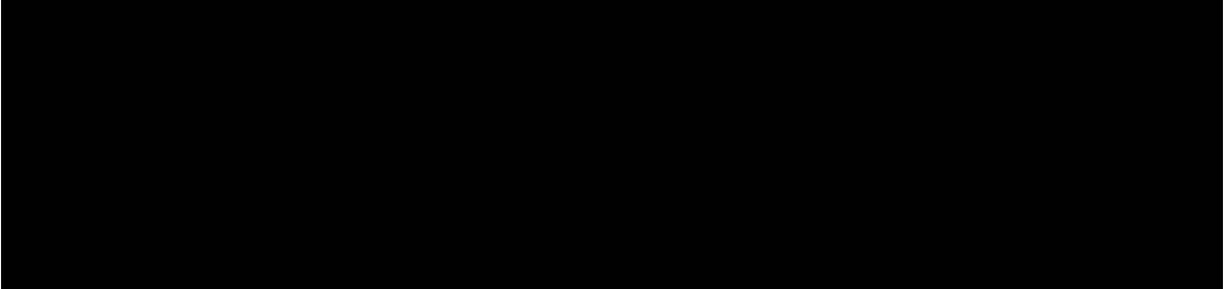
[REDACTED]

12.3 License Back To ESPN.

[REDACTED]



13. CONFERENCE COMPOSITION.



13.1 Conference Membership Additions.

(a)



(b)



[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(c)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

13.2 Conference Membership Reductions/Suspensions.

(a)

[REDACTED]

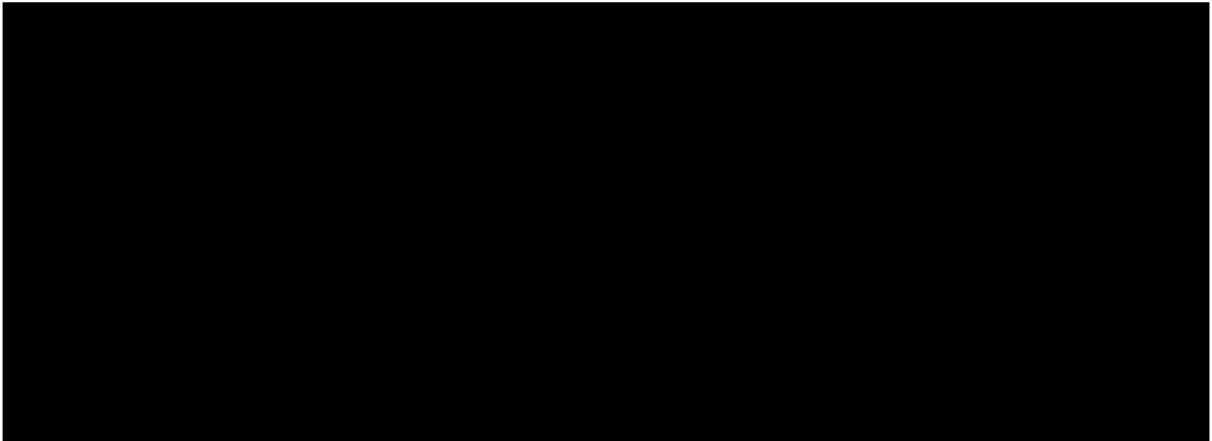
[REDACTED]

(b)

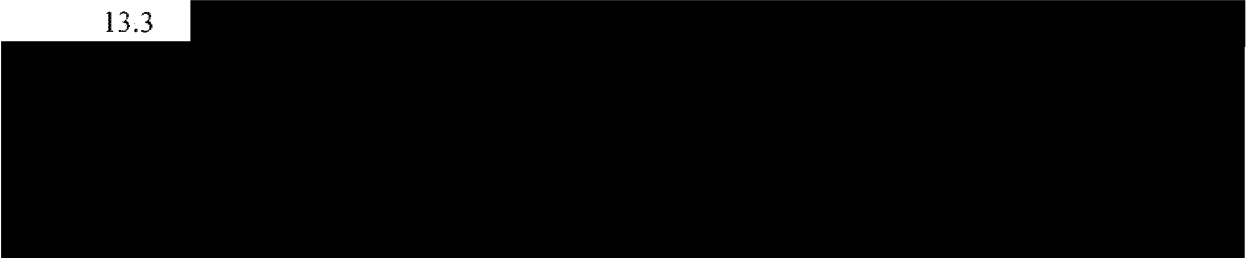
[REDACTED]

(c)

[REDACTED]



13.3

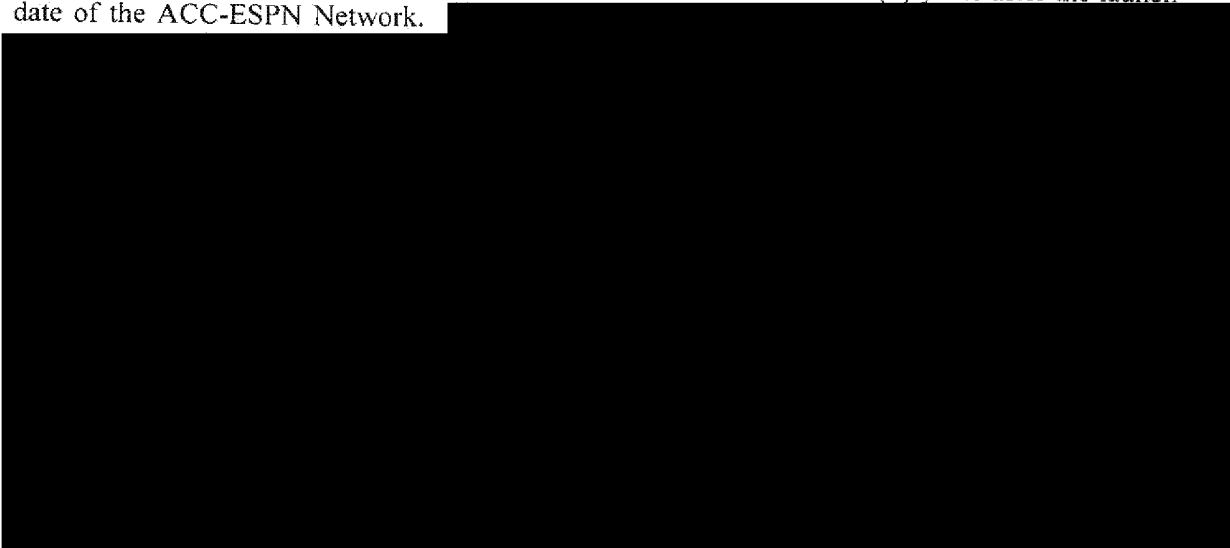


13.4 In the event that, within a sixty-day period after any occurrence described in the preceding Sections 13.1 and 13.2 that requires good faith negotiation between the parties, the Conference and ESPN have not reached agreement with respect to the appropriate adjustments hereto, then the Conference or ESPN may initiate arbitration procedures in accordance with Section 25.2(b) below.

14. EXTENSION OPTION:



14.1 Extension Option. ESPN has the exclusive, revocable option (the "Extension Option"), but not the obligation, to extend this Agreement until June 30, 2036 subject to the remainder of this paragraph (such extended term of July 1, 2027 to June 30, 2036 the "Extension Term") by providing written notice to the Conference no later than two (2) years after the launch date of the ACC-ESPN Network.



[REDACTED]

14.2

[REDACTED]

14.3

[REDACTED]

14.4

[REDACTED]

14.5

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

15. RIGHTS AND CLEARANCES. Conference, and each Conference Institution, shall obtain all rights and consents necessary or contemplated for the exercise of ESPN's (and its sublicensees') rights to Distribute Games and Programs under this Agreement during the Term including, without limitation, all name and likeness rights of all participants, officials and any other persons connected with each Game to be Distributed by or on behalf of ESPN (including those of any non-Conference Institution participating in such Games), and the names, trademarks, service marks, logos or other indicia of origin of each Conference Institution participating in such Games (and those of any non-Conference Institution participating in such Games), in connection with the following purposes during the Term: (i) exercise of ESPN's rights to the Games and Programs; (ii) for news or information; and (iii) for advertising and promoting its Distribution of such Games and Programs including, but not limited to, (A) ESPN "institutional" advertising (*i.e.*, advertising designed to create good will and prestige) and (B) advertising or promotion of the Programs in any and all means and media now known or hereinafter developed including, but not limited to, use in any media platform (or component thereof) promoting ESPN and its Affiliates' programs and services (and ESPN's sublicensees' programs and services), whether or not such media platform (or component thereof) is in close proximity to other promotional material or advertising for third party products or services. Any such use shall not be in the manner of an endorsement of any product, service or political cause or candidate. Other than as set forth herein, ESPN shall make no other use of the trademarks, service marks, logos, other indicia of origin of the Conference or any Conference Institution, or the likenesses of participants, without prior written approval by the Conference or the appropriate individual, if necessary. Notwithstanding the foregoing sentence or any other provision of this Agreement, this Agreement shall not in any way limit or condition any rights or privileges under any law, doctrine or contract that ESPN (or its sublicensees) may have at any time to depict, refer to or otherwise utilize the name, likeness, trademarks, service marks, logo or indicia of origin of any institution, participant, person or other entity connected with Conference, any Conference Institution or any ESPN Game.

16. COPYRIGHT.

16.1 Copyright Ownership.

(a) Authorship and Initial Ownership. ESPN shall be the author and initial owner of the copyrights to the Programs of each ESPN Game in the country in which the Programs were produced.

(b) Assignment To Conference. ESPN hereby irrevocably assigns and transfers to the Conference all copyrights to all Programs of ESPN Games. ESPN will reasonably cooperate with Conference in executing any documentation necessary for Conference to file for copyright registrations with the U.S. Copyright Office; provided that, should Conference be required to file a copy of this Agreement in connection therewith, Conference will so notify ESPN in advance and use Commercially Reasonable Efforts (at its cost) to preserve the confidentiality of the Agreement (*e.g.*, seek a protective order, file a redacted version only). Notwithstanding the foregoing, ESPN shall retain ownership of all copyrights to any Non-Game Elements it incorporates within the Programs of ESPN Games, other than, in each case, any award presentations or ceremonies following an ESPN Game and interviews conducted by ESPN's (or its sublicensees') talent of participants, coaches, Conference representatives and other officials appearing in a particular ESPN Game Program (which copyrights are hereby assigned and transferred to Conference). For the avoidance of doubt, ESPN irrevocably assigns to the Conference the exclusive right to apply for and receive any statutory royalties under the control of the Copyright Royalty Boards attributable to the Programs of the initial live Distribution of each such ESPN Game.

(c) Further Assurances. ESPN agrees to promptly execute and deliver all further instruments and documents that may be necessary or that the Conference may reasonably request in order for the Conference to perfect the assignment of the copyrights to the Programs and to secure copyright registrations in the Programs, in each case in furtherance of this **Section 16.**

16.2 Footage Licensing. Any licensing of Coverage by the Conference must protect the exclusivity of ESPN's rights granted hereunder in accordance with the provisions of this Agreement. To the extent that the Conference receives any request to license Non-Game Elements on a standalone basis (*i.e.*, other than in-context use as incorporated into the Programs), the Conference shall forward that request to ESPN, which shall have the authority to license such materials and retain all resulting revenues.

16.3 Third Party Materials and Non-Game Elements. Conference acknowledges that Programs of ESPN Games may contain Third Party Materials and Non-Game Elements, which are as between ESPN and Conference, owned by ESPN and its third party licensors. ESPN's assignment of copyright is made without any representation or warranty to Conference of any kind regarding Third Party Materials and Non-Game Elements, and is made strictly on a quitclaim, as-is, where-is basis. ESPN specifically disclaims any and all warranties, including warranties of merchantability and fitness for a particular purpose, clear and marketable title, and non-infringement of third party rights. Conference shall be solely responsible for obtaining, and ESPN shall have no indemnification obligations regarding, all necessary consents, waivers, and/or clearances in connection with the Conference's Distribution of Third Party Materials and Non-Game Elements. Conference additionally shall be responsible for any payments or royalties arising from Conference's use or exploitation of any Third Party Materials and Non-Game

Elements in the Programs of the Games. To the extent that any consent, approval, license or payment obligation relates in any way to any contract or other arrangement to which ESPN was a party, ESPN may, if it elects, have the sole authority to negotiate on behalf of Conference with any third party asserting any right to consent, approval, license or receive payment related to the use of those elements (provided that ESPN shall not resolve or settle any such negotiation without the approval of Conference).

16.4 Delivery and Access. ESPN shall provide (and shall cause its sublicensees to provide) the Conference with a copy of the Programs of the initial live Distribution of each ESPN Game in Beta SP, Beta SX or DigiBeta SP format, or any other format that ESPN (or its sublicensees) generally makes available to third parties, as requested by the Conference (or another mutually-agreed upon format) no later than five (5) business days after the conclusion of each such ESPN Game. ESPN shall also provide (and shall cause its sublicensees to provide) the Conference (or its designee(s), including without limitation replay officials) with access to a clean video feed, with natural sound audio, of the Programs of the initial live Distribution of each ESPN Game through a direct connection with ESPN's or its sublicensee's or designee's production vehicle, at no charge to the Conference or its designee. ESPN shall also provide (and shall cause its sublicensees to provide) Conference (or its designee) the right to access a fully-produced feed of the telecast signal of each ESPN Game, including the satellite coordinate information for each ESPN Game, at no charge to the Conference or its designee. The Conference or its designees shall be responsible for making all necessary arrangements with third parties for the delivery or reception of such signal, including payment of any third-party satellite or telco charges, if any. As used herein, Conference access shall include access to any and all high definition Game feeds.

17. TRADEMARKS.

17.1 Conference hereby grants ESPN (and its sublicensees) a limited, non-exclusive license during the Term to use and reproduce the trademarks, servicemarks and other indicia of origin associated with Conference (including, without limitation, the Football Championship Logo) and the Conference Institutions (including, without limitation, the names, logos and uniform colors and designs of all the Conference Institutions) (collectively, the "ACC Marks") solely for the purpose of fulfilling ESPN's obligations and realizing ESPN's rights under this Agreement, including: (a) promoting and marketing the ESPN Games and Programs and ESPN's (and its sublicensees') Distribution thereof; (b) promoting and marketing the ACC, and the Conference Institutions, both separately and in conjunction with ESPN's (and its sublicensees') Coverage thereof, which promotion and marketing shall be in consultation with and the specific use of the ACC Marks shall be subject to the prior approval of the Conference, not to be unreasonably withheld, conditioned or delayed, and not as a device to thwart or frustrate ESPN's rights hereunder, provided that uses that are substantially the same as a use or depiction previously approved during or prior to the Term shall be deemed to be approved by Conference unless and until Conference notifies ESPN of any objection in writing (but such objection shall only be effective with respect to uses occurring after such objection, it being understood that ESPN shall use Commercially Reasonable Efforts to cease all uses to which the objection applies as promptly as practicable); and (c) exercising ESPN's Distribution rights to the ESPN Games and Programs, in each case subject to any restrictions imposed upon Conference and of which Conference notifies ESPN with respect to use of Conference Institution marks (e.g.,

requirements to use collective Conference Institution marks). Any such use shall not be in the manner of an endorsement of any product, service or political cause or candidate. The foregoing license shall include the right to use and reproduce the ACC Marks after the Term solely in connection with any permitted Distribution by ESPN of Programs and Games after the Term (and any promotion and marketing thereof).

17.2 Trademark Guidelines.

(a) Each of the Conference and the Conference Institution, as applicable, owns all right, title and interest in and to the respective ACC Marks. ESPN acknowledges that the license for the ACC Marks creates license rights only and no rights of ownership shall arise from this Agreement nor shall any joint ownership arise by the use of the ACC Marks. ESPN agrees that nothing in this Agreement shall give ESPN any right, title or interest in the ACC Marks and ESPN agrees that it will not challenge: (i) the title of the applicable of the Conference or a Conference Institution to the ACC Marks; (ii) the authority of the applicable of the Conference or a Conference Institution to administer the ACC Marks; or (iii) the validity of this Agreement. ESPN shall use the ACC Marks only in accordance with the terms, conditions and guidelines established by the applicable of the Conference and a Conference Institution. ESPN agrees to advise the Conference immediately in writing upon becoming aware of any uses of the ACC Marks which ESPN reasonably believes to be unauthorized. Notwithstanding the grant of any license to ESPN, ESPN shall have no authority to bring any enforcement action to prevent unauthorized use of the ACC Marks.

(b) The reproduction of the ACC Marks and all marketing, promotional and sponsorship materials used in connection therewith will be of such high quality, style, and appearance so as to protect the property rights of the applicable of the Conference or Conference Institution that owns the applicable marks. ESPN agrees to use the ACC Marks only in a manner which is reasonably expected to conform to the highest standards applicable to the conduct of intercollegiate athletics in the United States and in a manner that is reasonably expected to preserve the integrity, character, and dignity of and enhance the reputation of the Conference and the applicable Conference Institution and to preserve the substantial goodwill associated with the ACC Marks and not to use the ACC Marks in any way that would demean the applicable of the Conference or Conference Institution.

(c) Each of the ACC Marks shall be used in accordance with the graphics standards and in the format supplied by the Conference from time-to-time throughout the Term. All markings associated with the ACC Marks shall be exactly reproduced in all approved uses of the ACC Marks. At no time shall any Party use or make any derivatives of any of the ACC Marks. The ACC Marks shall not be used without the appropriate trademark or copyright designation as required by the applicable licensing Party.

(d) The ACC Marks shall not be used in any manner that is misleading or which reflects unfavorably upon the Conference or a Conference Institution in any manner or that is contrary to applicable law or regulations, including without limitation those relating to truth in advertising or fair trade practices. Nor shall the ACC Marks be

used in a manner or in connection with any material which a reasonable person would deem defamatory. The ACC Marks may not be used as a direct or indirect endorsement of any product or service or in connection with any political cause or candidate.

(e) The Conference specifically disclaims any express or implicit representation that use of the ACC Marks in a manner contemplated by this Agreement outside of the United States of America will not infringe or violate the rights of others. It is understood and agreed that, except as otherwise provided herein, all risk of such violation shall be borne by ESPN (and its permitted sublicensees) outside of the United States of America.

18. FORCE MAJEURE; PRE-EMPTION.

18.1 Delay/Interruption of Scheduled ESPN Game.

(a) In the event and to the extent that any ESPN Game or the telecast of any ESPN Game is interrupted, delayed, prevented or canceled at the scheduled time due to a Force Majeure Event (or due to such Force Majeure Event, had not yet been scheduled)

[REDACTED]

Notwithstanding the foregoing, the occurrence of a Force Majeure Event

[REDACTED]

If any scheduled ESPN Game is postponed or delayed for reasons of a Force Majeure Event and Conference

[REDACTED] If the parties

[REDACTED]

If the parties do not

[REDACTED] For

the avoidance of doubt, [REDACTED]

(b) [REDACTED]

[REDACTED]

18.2 Cancellation of ESPN Game Without Rescheduling. [REDACTED]

18.3 Pre-emption. Nothing in this **Section 18** shall limit ESPN's right to preempt or interrupt any Program, [REDACTED]

18.4 Rights Fees. In the event ESPN's Distribution, production or recording of any ESPN Game is cancelled or interrupted in whole or in part because of a Force Majeure Event, or because of pre-emption for a news event of overriding public importance as permitted in **Section 18.3**, ESPN shall [REDACTED]

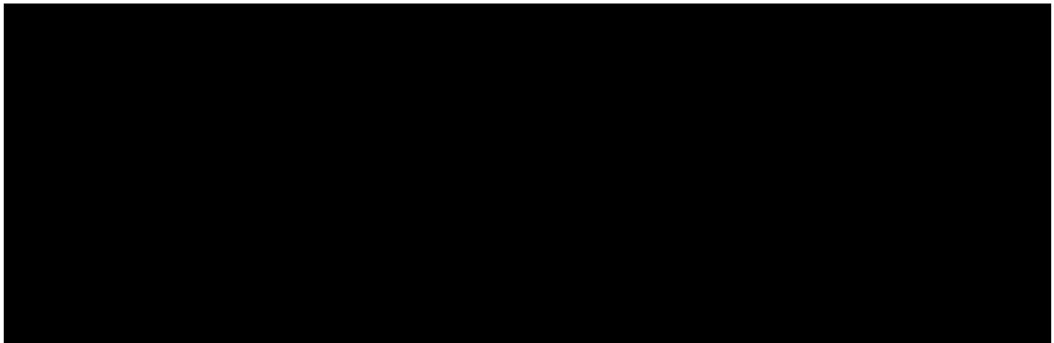
18.5 No Breach of Minimum Distribution Obligations. [REDACTED]

19. TICKETS. Each Season, Conference or the home Conference Institutions shall provide ESPN with the following:

19.1 Football.

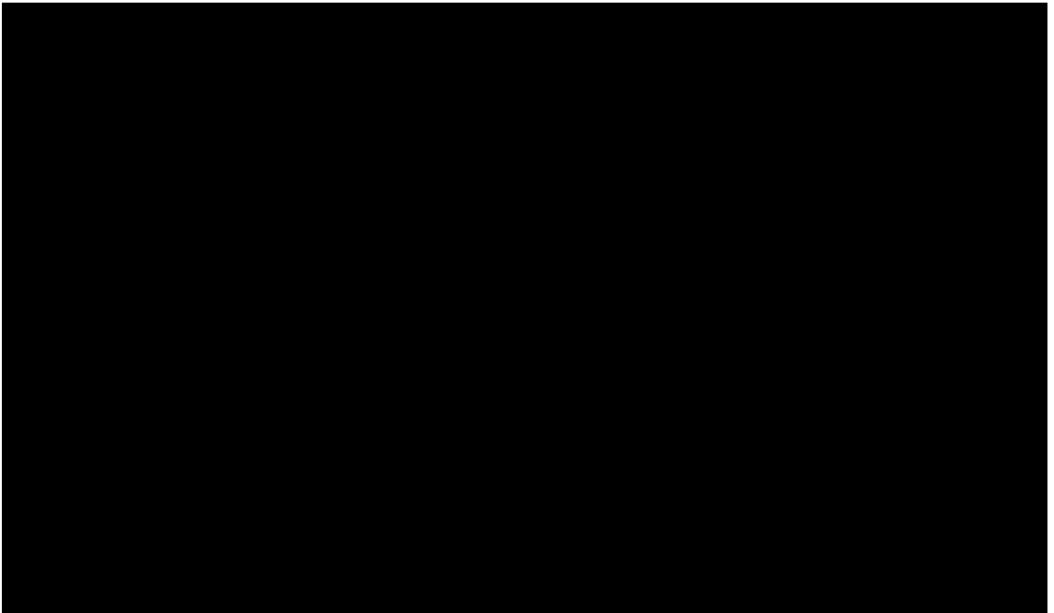
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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-



19.2 Men's Basketball.

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19.3 Women's Basketball and Olympic Sports.

-

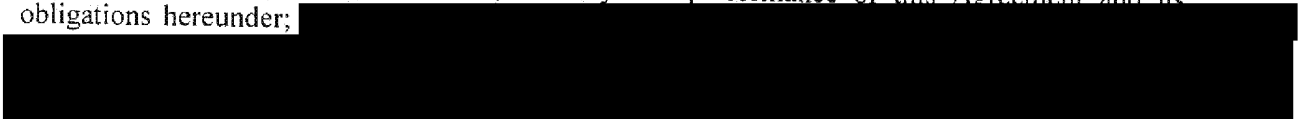


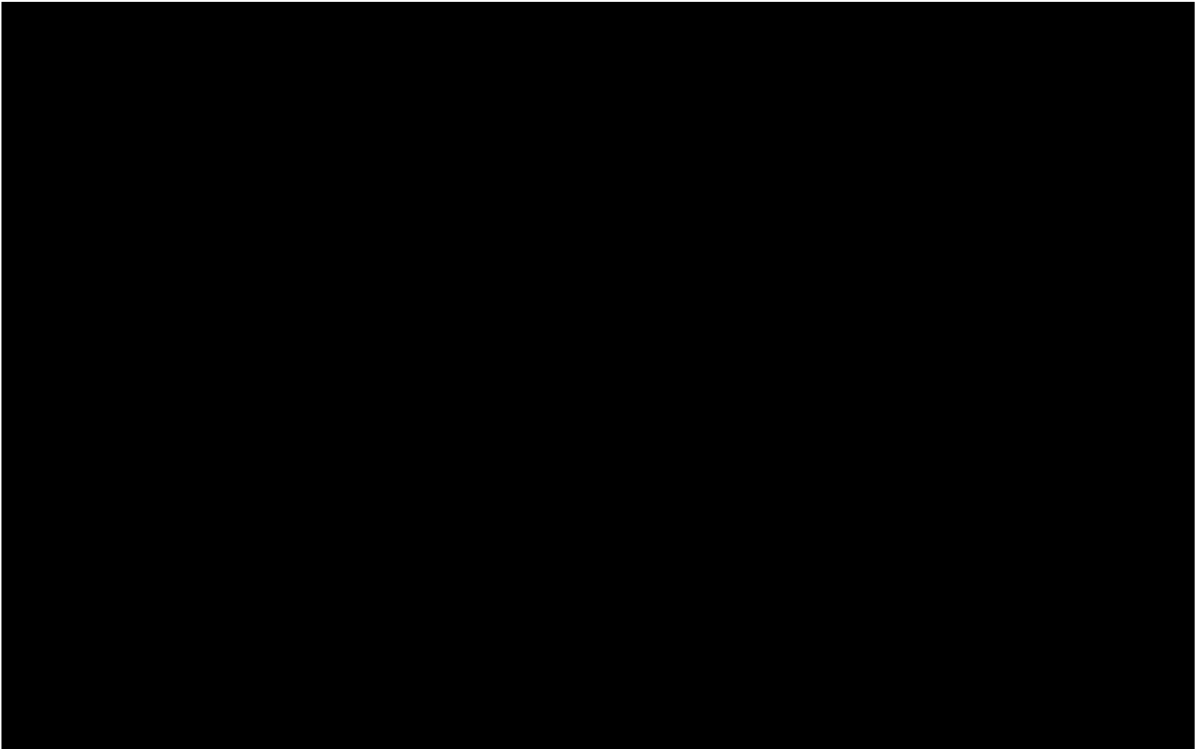
Except as specifically set forth above in this **Section 19**, ESPN shall notify Conference of its ticket requirements for each ESPN Game as follows:



20. WARRANTIES.

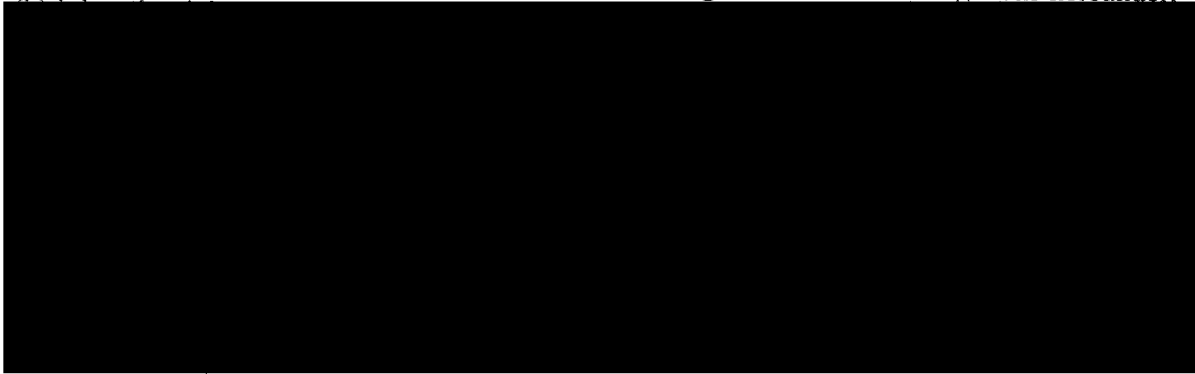
20.1 By Conference. Conference represents and warrants that: (a) it is free to enter into and perform this Agreement and has taken all action necessary for the authorization (including board approval), execution, delivery and performance of this Agreement and its obligations hereunder;





Conference acknowledges that ESPN's rights herein are valuable, specific and unique. Conference warrants that it will not grant or condone the grant to any third party any rights to the Games which Conference has granted to ESPN in this Agreement or any rights inconsistent with the rights so granted to ESPN.

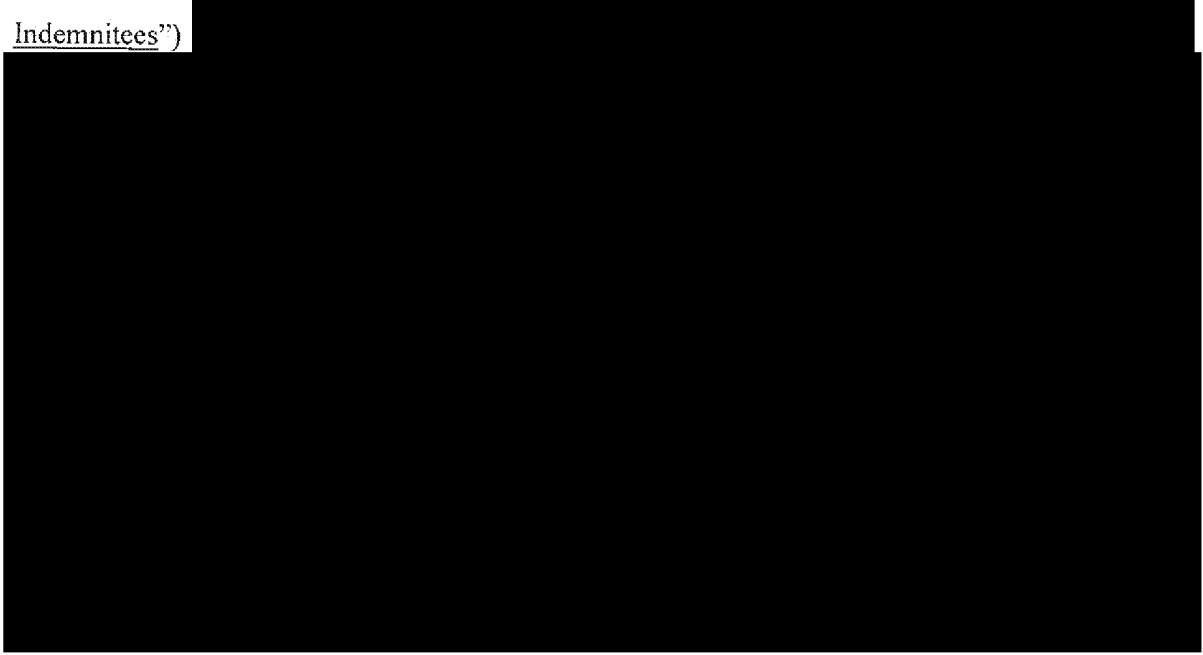
20.2 By ESPN. ESPN represents and warrants that: (a) it is free to enter into and perform this Agreement and has taken all action necessary for the authorization (including board approval), execution, delivery and performance of this Agreement and its obligations hereunder:



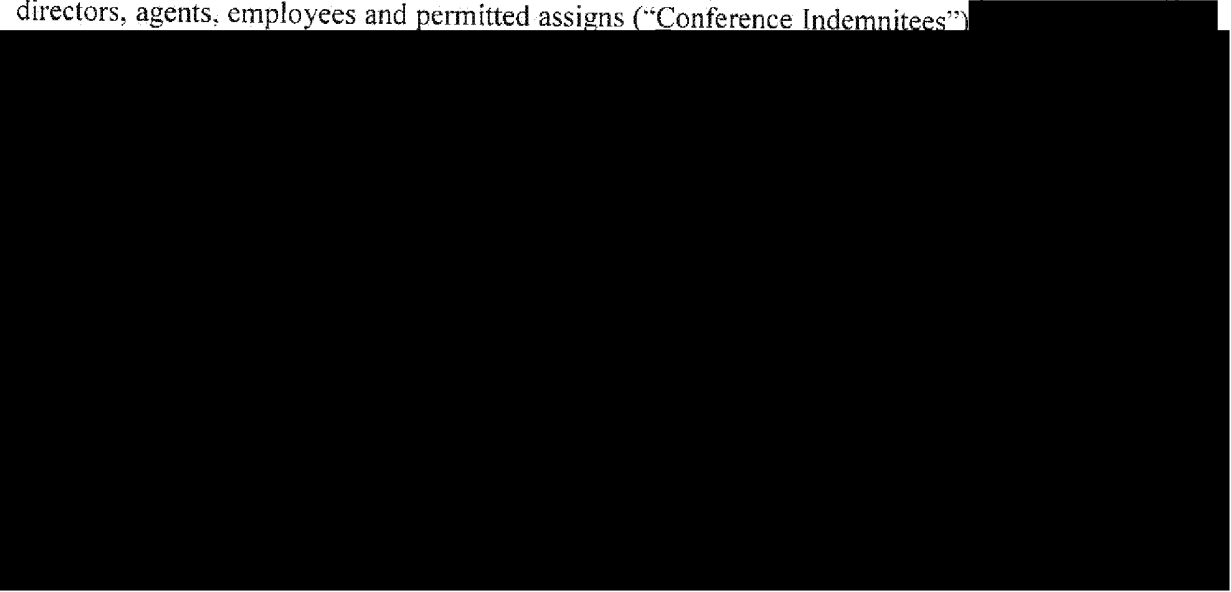
21. INDEMNIFICATION.

21.1 By Conference. Conference agrees at all times to indemnify, defend and hold harmless ESPN and its Affiliates, and ESPN's permitted licensees, sponsors obtained by ESPN (and its sublicensees) of any Program and their advertising agencies, any stations or systems over which the Programs are Distributed by or on behalf of ESPN (and its sublicensees) and any of their respective officers, directors, agents, employees and permitted assigns ("ESPN

Indemnitees”)



21.2 By ESPN. ESPN agrees at all times to indemnify, defend and hold harmless the Conference, each Conference Institution and its and their permitted licensees, sponsors obtained by Conference of any Game and their advertising agencies, and their respective officers, directors, agents, employees and permitted assigns (“Conference Indemnitees”)



21.3 Procedure. 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 Claims 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 will 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.

22. TERMINATION.

22.1 By Conference. Subject to Conference's termination rights set forth in **Section 9.2(b)**, this Agreement may be terminated by the Conference, at its option, upon written notice to ESPN at any time after the failure by ESPN to perform any material obligation hereunder which is not cured within thirty (30) days after written notice by the Conference to ESPN (except, however, if ESPN is unable to cure, due to the nature of the failure, Conference may not terminate if within ten (10) business days after written notice by the Conference to ESPN, ESPN has paid or indemnified Conference for any loss resulting from such failure by ESPN and has taken reasonable steps to prevent a recurrence of such failure) provided, however, that after the third material breach that is similar in nature, no cure period is required prior to termination). The Conference may also terminate this Agreement prior to the normal expiration of the Term if ESPN: (a) becomes insolvent, (b) files a petition in bankruptcy or (c) makes an assignment for the benefit of creditors. Any termination by the Conference pursuant to this **Section 22.1** shall not constitute a breach of this Agreement by the Conference or compromise or otherwise affect any other rights or remedies the Conference may have under law or at equity.

22.2 By ESPN. This Agreement may be terminated by ESPN, at its option, upon written notice to the Conference at any time after the failure by the Conference to perform any material obligation hereunder which is not cured within thirty (30) days after written notice by ESPN to the Conference (except, however, if Conference is unable to cure, due to the nature of the failure, ESPN may not terminate if within ten (10) business days after written notice by the ESPN to Conference, Conference has paid or indemnified ESPN for any loss resulting from such failure by Conference and has taken reasonable steps to prevent a recurrence of such failure) provided, however, that after the third material breach that is similar in nature, no cure period is required prior to termination). ESPN may also terminate this Agreement prior to the normal expiration of the Term if Conference: (a) becomes insolvent, (b) files a petition in bankruptcy or (c) makes an assignment for the benefit of creditors. Any termination by ESPN pursuant to this **Section 22.2** shall not constitute a breach of this Agreement by ESPN or compromise or otherwise affect any other rights or remedies that ESPN may have under law or at equity.

23. 

24. PROGRAM MATTER; SECTION 507 OF THE COMMUNICATIONS ACT. Conference will and will cause each Conference Institution to conform to ESPN's reasonable program and operating policies in connection with the staging of ESPN Games provided that those policies are provided to Conference reasonably in advance of the affected ESPN Game. Conference agrees to comply and will cause each Conference Institution to comply with the requirements of Section 507 of the Communications Act concerning broadcast matter and disclosure required thereunder. Except as provided hereunder, Conference represents and warrants that Conference and each Conference Institution have not accepted or agreed to accept, or will not hereafter accept or agree to accept, and will not permit their respective agents or representatives to accept, any money, service, or other consideration for the inclusion of any material or matter in or as part of the ESPN Games or Programs thereof.

25. GENERAL TERMS.

25.1 Notices. All notices hereunder shall be in writing and shall be sent by personal delivery or by first class mail certified, or registered, by verified facsimile or by overnight courier, to the addresses of the parties set below, or such other address or addresses as may be designated by either party. Such notices shall be deemed to have been given upon being mailed, provided that any notice of a change of address shall not be deemed effective until receipt.

TO ESPN:

Burke Magnus
Executive Vice President, Programming & Scheduling
ESPN, Inc.
ESPN Plaza
Bristol, CT 06010

With a copy to:
Legal Department
ESPN, Inc.
ESPN Plaza
Bristol, CT 06010

TO CONFERENCE:

John Swofford
Commissioner
Atlantic Coast Conference
4512 Weybridge Lane
Greensboro, NC 27407

25.2 Governing Law.

(a) This Agreement and all collaterally related issues shall be construed under and governed by the internal laws of the State of New York, and the parties agree that

any dispute [REDACTED]

[REDACTED] which disputes shall be subject to arbitration procedures set forth in **Section 25.2(b)** shall be adjudicated by the courts located in the County of New York. Each party hereby submits to the jurisdiction of such courts and waives any defense it might have that any such court is not the appropriate venue for the adjudication of disputes arising hereunder. In any dispute arising hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in connection therewith including, without limitation, the cost of enforcing rights to indemnification pursuant to **Section 21** above, in addition to any other amounts to which such prevailing party may be entitled.

(b) All disputes arising out of or relating to [REDACTED]

[REDACTED] shall be fully and finally resolved by arbitration in accordance with [REDACTED]

[REDACTED] The site of any arbitration shall be New York, New York.

(c) Notwithstanding the foregoing **Sections 25.2(a)** and **(b)**, either party may seek preliminary injunctive relief in any court of competent jurisdiction.

25.3 Compliance with Laws. This Agreement is specifically made subject to, and the parties agree to comply with, all federal, state and local laws applicable to the performance of their respective obligations under this Agreement.

25.4 Recitals. The parties specifically acknowledge and agree that the recitals set forth at the beginning of this Agreement are expressly incorporated into and made a part of this Agreement.

25.5 Entire Agreement; Waiver; Construction. This Agreement and the Network Agreement shall constitute the entire understanding between the parties with respect to their subject matter, and shall supersede any prior agreements between ESPN or Conference with respect to the subject matter of this Agreement, provided that such agreements shall not limit any pre-existing representation, warranty or indemnification obligations of the parties in connection with the staging, production or Distribution of the Archive Games. 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, statues, codes, ordinances, rules and regulations relating to the matters covered hereunder. This Agreement cannot be changed or terminated orally. No amendment, modification, supplement or waiver of this Agreement shall be binding unless set forth in writing and signed by both parties. A waiver of any provision hereof or the breach of any provision by either party in one instance shall not be deemed a waiver of the same in any future instance. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. In any case where this Agreement requires mutual consent, approval or agreement, failure to obtain such shall not affect the validity or enforceability of the remainder of the Agreement. Provision headings are solely for convenience and have no legal significance. Any reference within this Agreement to any provision being "material" is solely for the sake of clarity and not limitation, and shall not be interpreted as meaning that any other provision in this Agreement is not material. No rule of construction for or against a drafting party shall apply to the interpretation of this Agreement.

25.6 No Agency. Nothing herein shall make ESPN, on the one hand, and Conference (or any Conference Institution), on the other hand, principal and agent or joint venturers. The parties are independent contractors with respect to one another, and neither shall have any authority to represent or bind the other in any manner or to any extent whatsoever.

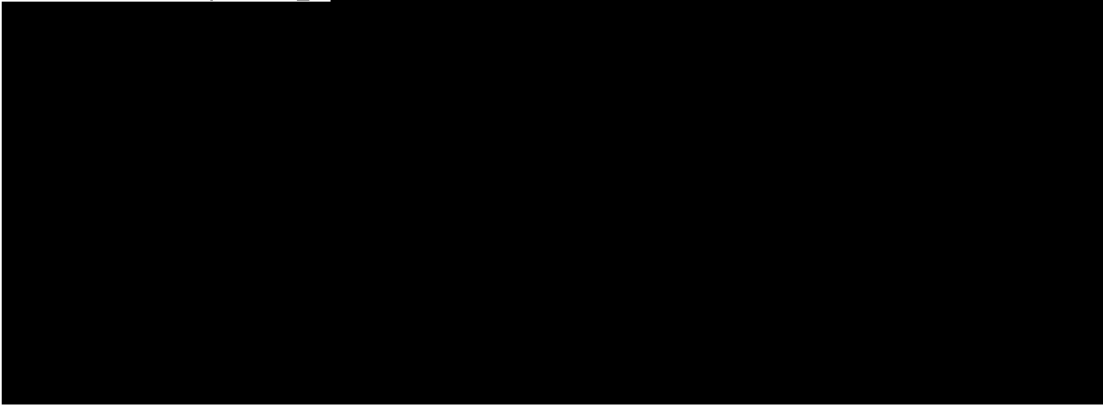
25.7 Counterparts. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in counterparts, each of which shall be deemed an original and all of which taken together shall represent one Agreement.

25.8 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.

25.9 No General Waiver. This Agreement shall not in any way limit or condition any rights or privileges held by either party equivalent to those held by any member of the general public or the media not in contractual privity with the other party, or any rights or privileges that may be accorded to such party under statutory or common law. Nor shall any provision of this Agreement represent an acknowledgement that permission is required from Conference or any other person or entity for ESPN to utilize or Distribute Data.

25.10 Assignment.

(a) By ESPN. 



(b) By Conference. 

25.11 Public Announcement/Confidentiality. 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 all other parties to the Agreement. Each party shall maintain the confidentiality of this Agreement and its terms, and any other Confidential Information, except when disclosure is: (a) to a party's employees and contractors, accountants, auditors, tax advisors and legal counsel, each under a similar obligation of confidentiality; (b) as may be required in connection with a bona fide audit; (c) to each Conference Institution, provided that each Conference Institution shall agree to maintain the confidentiality of this Agreement, subject to the law applicable to each such Conference Institution; and (d) as may be required by any legal process, court order, or governmental agency, in which event unless prohibited from doing so by law the party making such disclosure shall so notify the other party or parties as promptly as practicable prior to making such disclosure and shall seek confidential treatment of such information. Notwithstanding the foregoing, Conference acknowledges that ESPN shall have the right throughout the Term to disclose Confidential Information (including the terms of this Agreement) to any Syndication Partner including, without limitation, Raycom or a National Sublicensee under a similar obligation of confidentiality. ESPN acknowledges that Conference shall have the right to disclose Confidential Information (including the terms of this Agreement, but only those terms that directly affect Raycom's rights under the ACC Raycom Digital Rights Management Agreement) to Raycom for so long as Raycom is a Syndication Partner, but shall not have the right to disclose Confidential Information to any other Syndication Partner without ESPN's prior written approval. For the sake of clarity and not limitation, subject to the exceptions noted

above, under no circumstances may either party permit the disclosure of the terms of this Agreement or of any Confidential Information to any third party, including any multichannel video system operator, any sports conference or league, or the organizer, promoter or agent of any sports event or property. As used herein, "Confidential Information" means all information, regardless of form, that is owned or lawfully controlled by either party, is not generally known to the public and is of a technical, business or other proprietary nature (including trade secrets, know-how, customer lists, business plans, and financial information), which is disclosed by one of the parties (the "Disclosing Party") to the other party (the "Receiving Party") during the Term. "Confidential Information" shall not include information that: (i) is or becomes publicly known through no act or failure to act on the part of the Receiving Party; (ii) was rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (iii) becomes rightfully known to the Receiving Party from a third party not subject to any independent confidential or proprietary restriction and who did not acquire or disclose such information by a wrongful or tortious act; or (iv) is or was developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information.

25.12 Board Approval. Conference expressly acknowledges that this Agreement shall not become effective and binding on the parties until it has been approved by the Board of Directors of ESPN, in their sole discretion, provided that such approval shall be deemed to have been granted by ESPN's execution of this Agreement. ESPN expressly acknowledges that this Agreement shall not become effective and binding on the parties until it has been approved through the appropriate channels as specified by the Atlantic Coast Conference Constitution and By-Laws, provided that such approval shall be deemed to have been granted by ACC's execution of this Agreement. Each party agrees to notify the other party immediately upon the receipt of such approvals.

25.13 Survival. Those covenants, acknowledgements, representations, warranties, agreements, and obligations contained in Sections [REDACTED] of this Agreement, and any other rights, obligations, terms or provisions of this Agreement that the parties expressly intended to remain in full force and effect after the Term or necessary, solely to the extent to effectuate the express purpose of any provision(s) of the Network Agreement, shall survive the expiration and/or termination of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ESPN, INC.

ESPN ENTERPRISES, INC.

By: *J-S*

By: *J-S*

Name: John Skipper

Name: John Skipper

Title: President

Title: President

ATLANTIC COAST CONFERENCE

By: *J.S. Swafford*

Name: John S. Swafford

Title: Commissioner

EXHIBIT A

Conference Institutions

Boston College
Clemson University
Duke University
Florida State University
Georgia Institute of Technology
University of Louisville
University of Miami
University of North Carolina
North Carolina State University
University of Notre Dame du Lac (for all Varsity Sports except football)
University of Pittsburgh
Syracuse University
University of Virginia
Virginia Polytechnic Institute and State University
Wake Forest University

EXHIBIT B
Payment Schedule
[ATTACHED]

B-1

EXHIBIT B
PAYMENT SCHEDULE

[REDACTED]

[REDACTED]

[REDACTED]

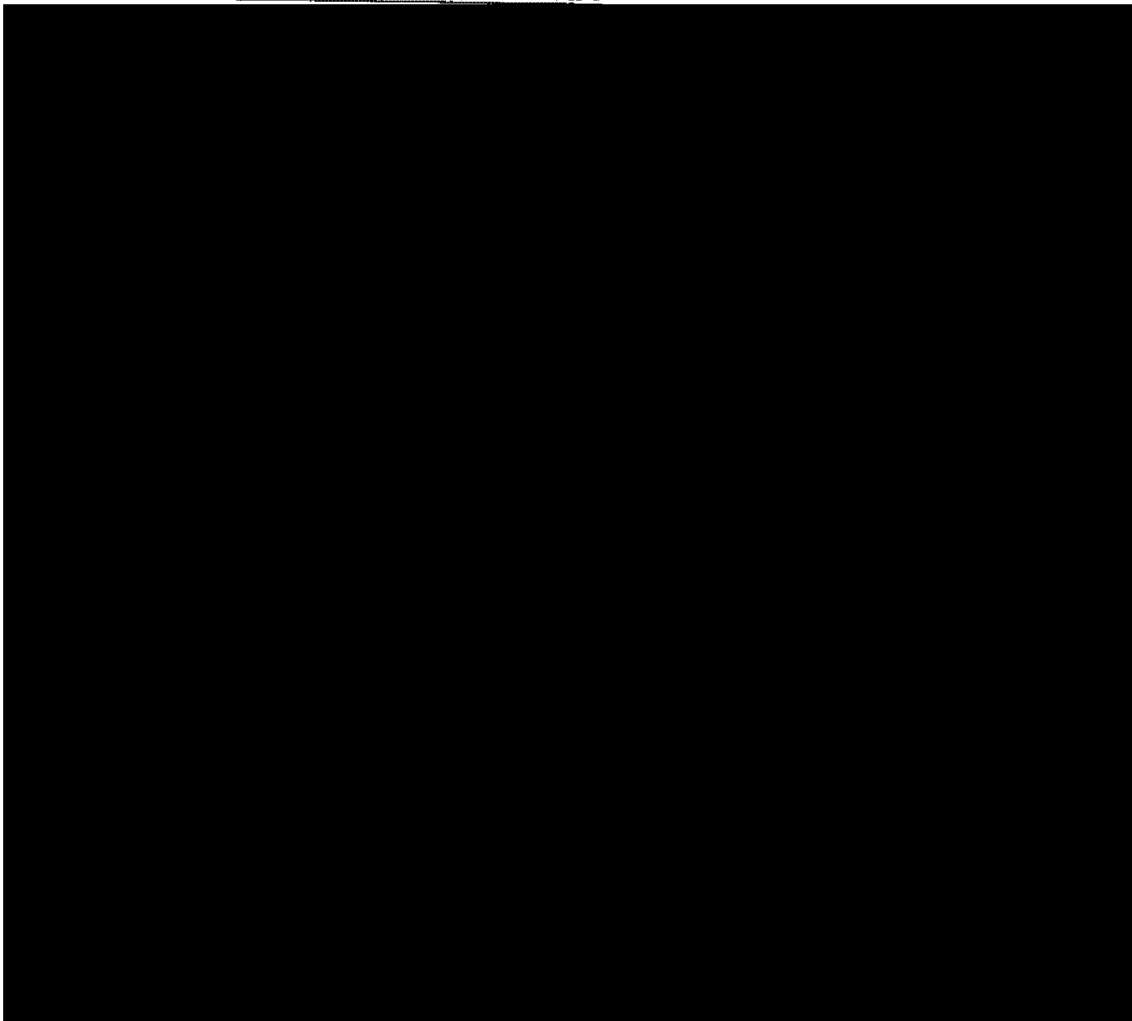
[REDACTED]

EXHIBIT C

Sponsorship Programs

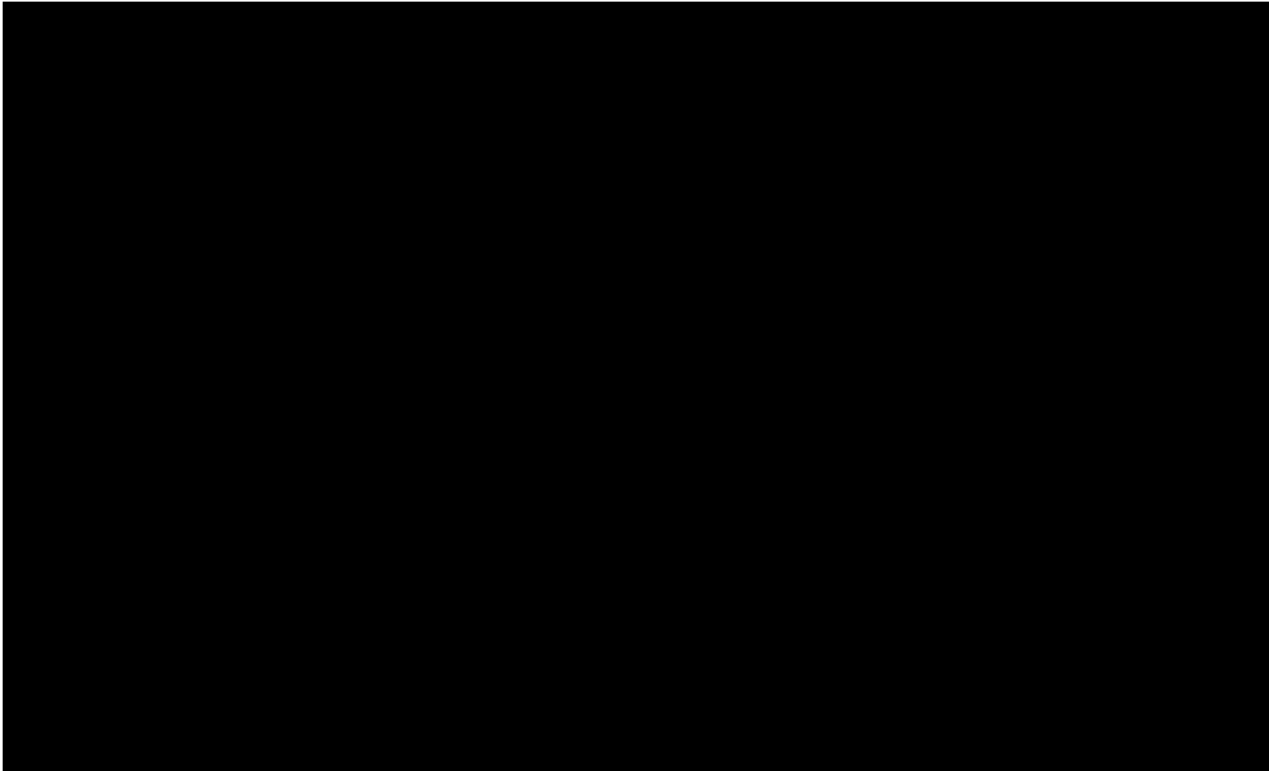
Subject to the terms set forth in this Exhibit C and this Agreement, Conference and ESPN (or its sublicensee) agree (i) to work together to improve, develop and implement the Official Corporate Partner Program and the Official Promotional Partner Program (as more fully set forth below) and (ii) that the process for improving, developing and implementing the foregoing programs is set forth below.

OFFICIAL CORPORATE PARTNER PROGRAM

- 

OFFICIAL PROMOTIONAL PARTNER PROGRAM

- 

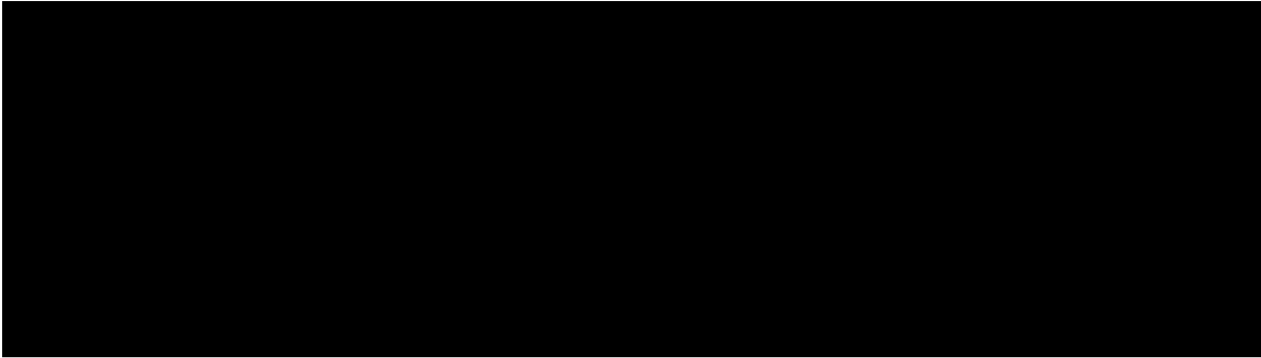


- [Redacted]

- [Redacted]

parties are unable to agree [Redacted] If the [Redacted]
[Redacted] the dispute will be submitted to binding arbitration in accordance with the procedures set forth in **Section 25.2(b)**.

- [Redacted]



FAN FEST

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ACC-BIG TEN CHALLENGE

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USE OF MARKS

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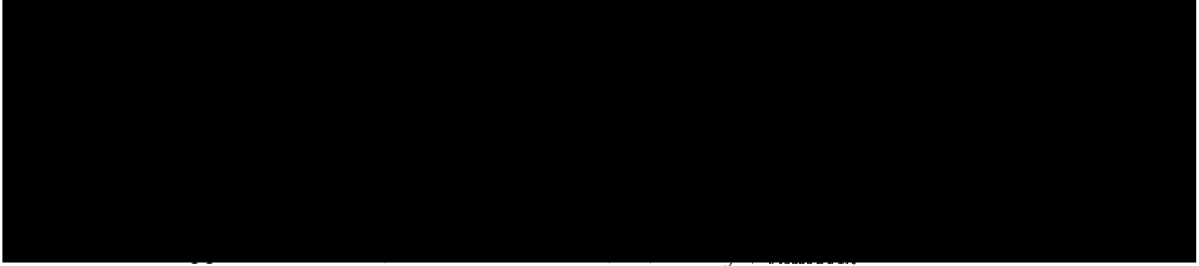


CONFERENCE DELIVERABLES

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

SPONSORSHIP PROGRAMS DEVELOPMENT PROCESS

- [Redacted]



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EXHIBIT D

Production Facilities

Conference shall provide to ESPN (and its sublicensees) the following production facilities and services in connection with its production of Programs of Games, including any pre-game, halftime or post-game programming (such as ESPN College GameDay). Each of the following will be provided without charge to ESPN, except as otherwise specified:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- Football College GameDay (or other pre-game show).

- Site Requirements.

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

- College GameDay Television and Radio Sponsor Requirements.

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

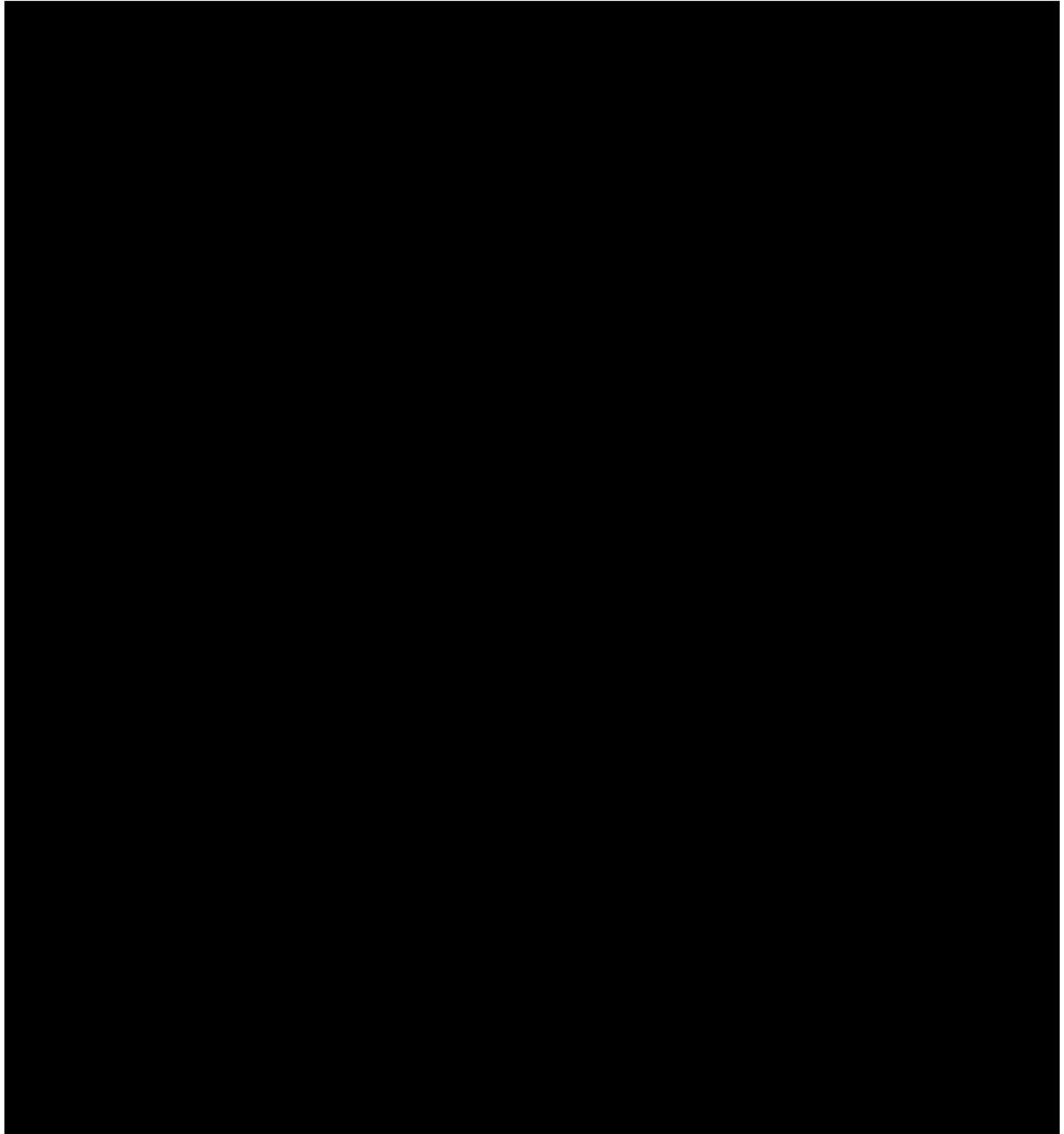
- Men's Basketball College GameDay (or other pre-game show).

- [REDACTED]

All logistics and activities relating to the College GameDay (or any other pre-game show) production will be undertaken consistent with past practices, including, without limitation the coordination and approval of all such logistics and activities with the applicable Conference Institution prior to the start of the Season.

EXHIBIT E

COMMERCIAL FORMAT FOR ACC COLLEGE FOOTBALL



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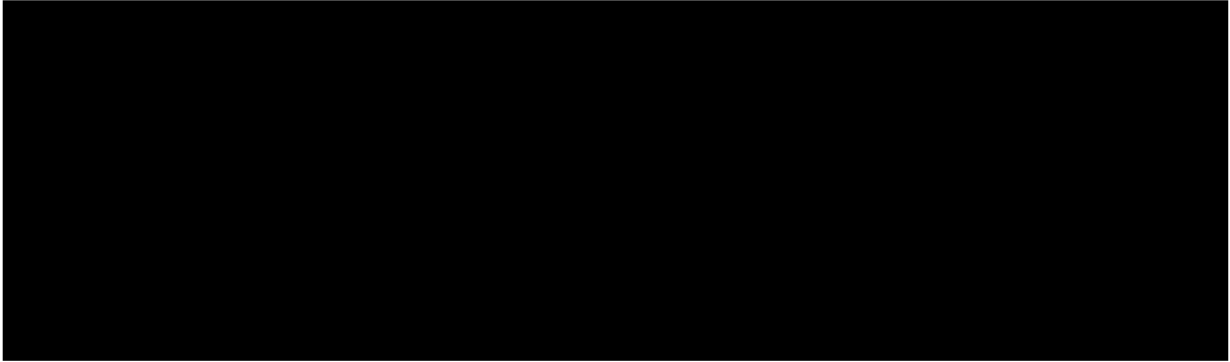


EXHIBIT F

Live In-Action Timeout Format For Basketball Telecasts

1.

2.

3.

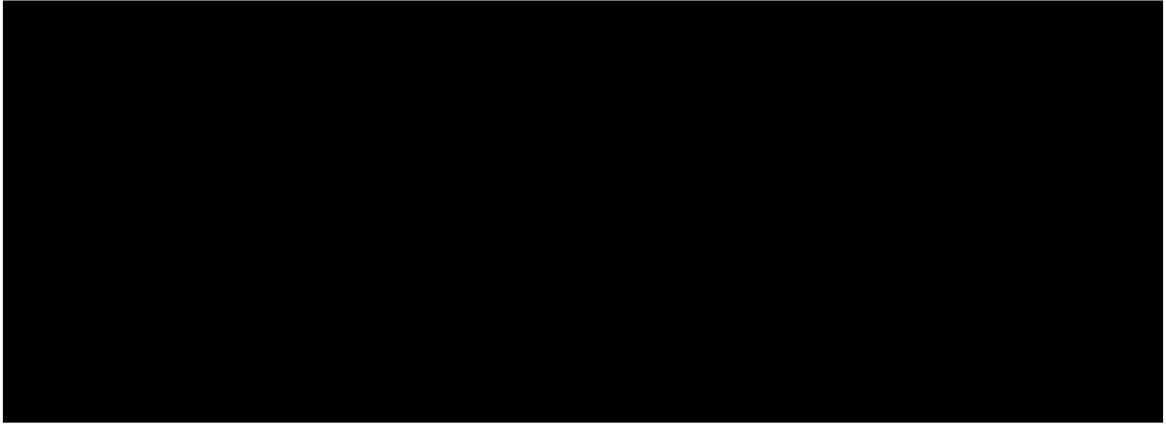


EXHIBIT G

ASSIGNMENT OF COPYRIGHTS

This **ASSIGNMENT OF COPYRIGHTS AGREEMENT** (the "Agreement"), dated as of _____, 20__, is between ESPN, Inc., a Delaware corporation and ESPN Enterprises, Inc., a Delaware corporation (collectively referred to as the "Assignor"), and The Atlantic Coast Conference, a North Carolina unincorporated association (the "Assignee").

BACKGROUND STATEMENT

Assignor owns all right, title and interest in and to the copyrights in the audiovisual programs of the games, tournaments and other events identified on **Appendix A** attached hereto (the "Copyrights"). Assignor desires to assign and Assignee desires to acquire all such rights in the Copyrights for the consideration and on the terms set forth herein and in the Amended and Restated Multi-Media Agreement between Assignor and Assignee, dated as of _____.

STATEMENT OF AGREEMENT

The parties hereto agree as follows:

1. Assignment. Assignor does hereby assign to Assignee the entire right, title and interest in and to the Copyrights, and any registrations thereof, together with the right to secure all registrations, renewals and extensions of the Copyrights, in all countries, pursuant to the laws now or hereafter pertaining thereto, with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all past, present or future infringements of or damage or injury to the Copyright (provided that all rights to remedies for any past infringements through July 1, 2016 shall be retained by Assignor). Without limiting the foregoing, Assignee, its successors and assigns shall hold all rights to the Copyrights to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

2. Further Acts. Assignor hereby covenants and agrees that, without compensation to Assignor but at Assignee's expense it will, and will cause its legal representatives, employees, agents and assigns to, execute and deliver to Assignee any and all documents, and take such further acts, that may be necessary or appropriate to convey, assign, transfer, endorse and confirm in Assignee all of Assignor's rights and benefits in, to and under the Copyrights.

(Signatures continued on following page)

SIGNED AND SEALED at _____, this ___ day of _____, 20__.

ESPN, Inc.

Signature

Printed Name

Title

ESPN Enterprises, Inc.

Signature

Printed Name

Title

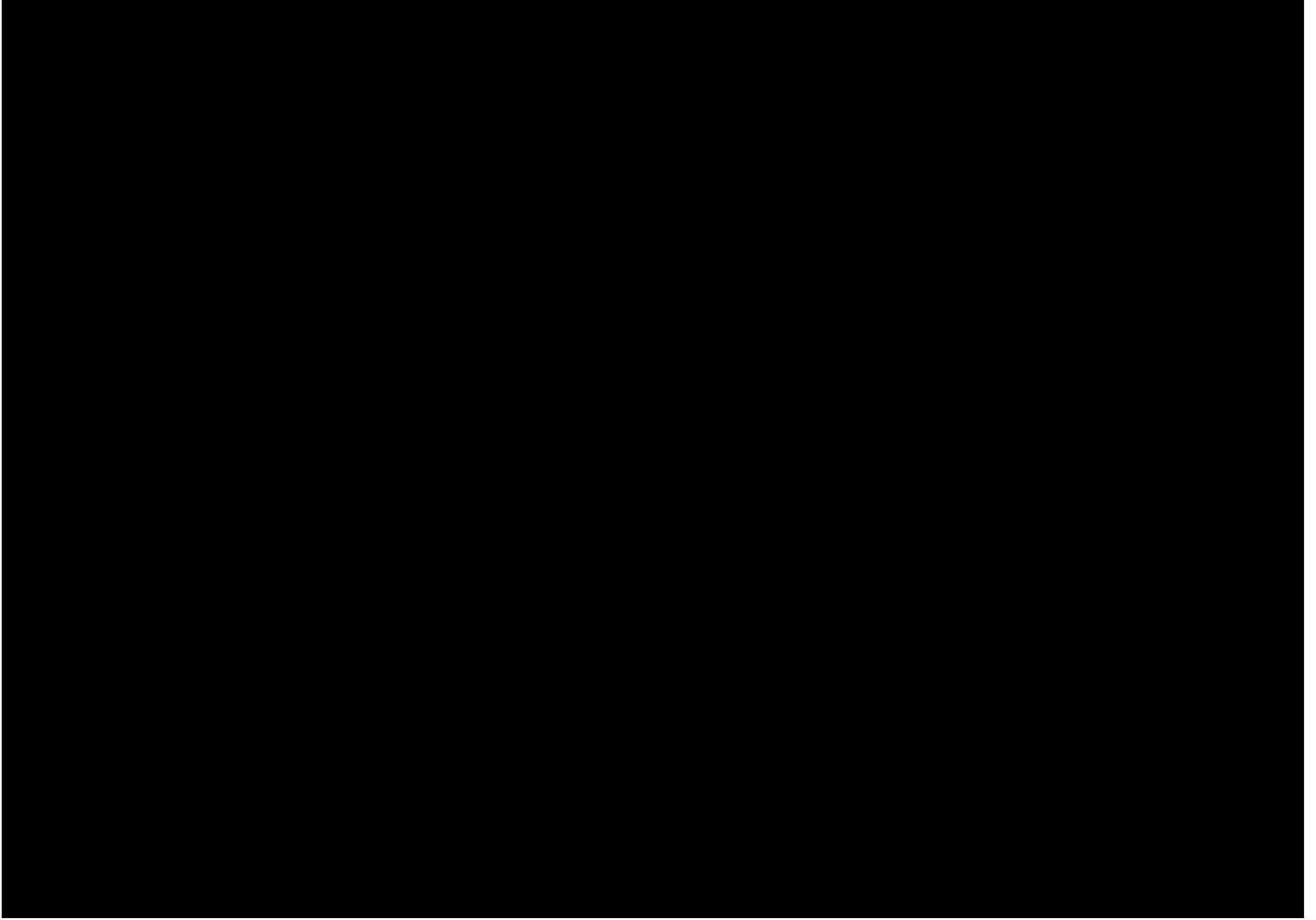
APPENDIX A
COPYRIGHTS

Audiovisual Program

Registration
Number

Date
Registered

EXHIBIT H



H-1

EXHIBIT I

BASKETBALL RIVALRY PARTNERS

Boston College – Syracuse, Notre Dame
Clemson – Georgia Tech, Florida State
Duke – North Carolina, Wake Forest
Florida State – Miami, Clemson
Georgia Tech – Clemson, Notre Dame
Louisville – Pittsburgh, Virginia
Miami – Florida State, Virginia Tech
Notre Dame – Georgia Tech, Boston College
North Carolina – Duke, North Carolina State
North Carolina State – Wake Forest, North Carolina
Pittsburgh – Louisville, Syracuse
Syracuse – Boston College, Pittsburgh
Virginia – Virginia Tech, Louisville
Virginia Tech – Virginia, Miami
Wake Forest – North Carolina State, Duke

FOOTBALL RIVALRY PARTNERS

Boston College – Virginia Tech
Clemson – Georgia Tech
Duke – Wake Forest
Florida State – Miami
Louisville – Virginia
North Carolina – North Carolina State
Pittsburgh – Syracuse

EXHIBIT I

BASKETBALL RIVALRY PARTNERS

Boston College – Syracuse, Notre Dame
Clemson – Georgia Tech, Florida State
Duke – North Carolina, Wake Forest
Florida State – Miami, Clemson
Georgia Tech – Clemson, Notre Dame
Louisville – Pittsburgh, Virginia
Miami – Florida State, Virginia Tech
Notre Dame – Georgia Tech, Boston College
North Carolina – Duke, North Carolina State
North Carolina State – Wake Forest, North Carolina
Pittsburgh – Louisville, Syracuse
Syracuse – Boston College, Pittsburgh
Virginia – Virginia Tech, Louisville
Virginia Tech – Virginia, Miami
Wake Forest – North Carolina State, Duke

FOOTBALL RIVALRY PARTNERS

Boston College – Virginia Tech
Clemson – Georgia Tech
Duke – Wake Forest
Florida State – Miami
Louisville – Virginia
North Carolina – North Carolina State
Pittsburgh – Syracuse

NETWORK AGREEMENT

BETWEEN

**ESPN, INC.,
ESPN ENTERPRISES, INC.**

and

THE ATLANTIC COAST CONFERENCE

Dated as of July 21, 2016

NETWORK AGREEMENT

THIS NETWORK AGREEMENT (the "Agreement") is entered into as of July 21, 2016 by and between ESPN, Inc., a Delaware corporation, ESPN Enterprises, Inc., a Delaware corporation (with ESPN, Inc. and ESPN Enterprises, Inc. individually and collectively being referred to as "ESPN"), and the Atlantic Coast Conference, a North Carolina unincorporated association ("ACC" or "Conference" and collectively with ESPN, the "parties").

WHEREAS, the ACC owns or has been granted the right to license the distribution of ACC-controlled intercollegiate athletic events as described more fully herein, and seeks to provide the broadest possible exposure for its athletic programs and contests in order to further and fulfill its educational purposes and mission; and

WHEREAS, the ACC and ESPN entered into the Prior Agreement (as hereinafter defined) and, contemporaneously herewith, are amending and restating the Prior Agreement as the Existing Agreement (as hereinafter defined); and

WHEREAS, the ACC desires that ESPN create, operate and maintain (i) a new high quality sports television network branded with the ACC trademarks to be distributed via cable, satellite, telco and other means of television distribution, and (ii) an authenticated digital version of the aforementioned television network and a broadband network as described herein; and

WHEREAS, the ACC desires to license those rights to ESPN to create the ACC-ESPN Network (as hereinafter defined) and the ACC-ESPN Broadband Offering (as hereinafter defined) in order to promote intercollegiate athletics, to further the purpose of the ACC and the Conference Institutions by advancing the mission of achieving excellence in education and to enhance the reputation and goodwill of the Conference and of the Conference Institutions; and

WHEREAS, the ACC desires that ESPN create, launch and arrange for distribution of the ACC-ESPN Network and the ACC-ESPN Broadband Offering in part to offer educational opportunities for students, including opportunities for students to participate in production of the Conference-Produced Programs (as hereinafter defined) by Conference Institutions, all of which will be consistent with the purposes of the Conference Institutions, will advance the mission of the Conference and the Conference Institutions of achieving excellence in education and will enhance the reputation and goodwill of the Conference and the Conference Institutions; and

WHEREAS, ESPN desires to purchase a license to, and agrees to undertake the obligation to create, launch and manage the ACC-ESPN Network and the ACC-ESPN Broadband Offering in each case subject to the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **DEFINITIONS.**

Capitalized terms not defined herein shall have the meanings given to them in the Existing Agreement. In addition, the following capitalized terms shall have the meaning specified below:

[REDACTED]

[REDACTED]

“ACC-ESPN Broadband Offering”: An offering or service, the principal content of which shall be ACC Games and other ACC-themed content, and that is comprised of any high-capacity bandwidth data transmission technique that uses a wide range of frequencies enabling a large number of signals to be simultaneously transported (e.g., cable modem, broadband over powerlines).

“ACC-ESPN Games”: Games that are originally Distributed on the ACC-ESPN Platforms. For avoidance of doubt, all ACC-ESPN Games are also “ESPN Games” as such term is defined in the Existing Agreement: [REDACTED]

“ACC-ESPN Network”: The television network described in Section 2.1.

“ACC-ESPN Platform Revenues”: All payments and consideration received by ESPN, as determined using the Accounting Protocols, equitably and appropriately attributable to the ACC-ESPN Platforms or the rights granted to it under this Agreement, subject to Section 4.4. For the avoidance of doubt, “ACC-ESPN Platform Revenues” shall include [REDACTED]

[REDACTED]

“ACC-ESPN Platforms”: The following platforms and distribution channels: [REDACTED]

[REDACTED]

“ACC Digital Offerings”: Shall have that meaning set forth in Section 2.5(a) of this Agreement. [REDACTED]

[REDACTED]

“ACC-Raycom Agreement”: Digital Rights Management Agreement dated July 8, 2010 between Raycom Sports, Inc. and Atlantic Coast Conference.

“Accounting Protocols”:

“Accounting Year”: The 12-month period commencing on the first day of ESPN’s fiscal July month and concluding on the last day of ESPN’s fiscal June month.

“Adjusted Gross Revenues”: For any Accounting Year

“Authenticated Offering”: An offering or service that provides authenticated subscribers of the linear ACC-ESPN Network with digital access to a simulcast (with or without the same commercials, or with no commercials) of the ACC-ESPN Network.

“Conference-Designated Mark”: Shall have the meaning given to it in Section 10.2(a).

“Composite Logo(s)”: Shall have the meaning given to it in Section 10.2(a).

“Conference Institution Production Agreements”: Shall have the meaning given to it in Section 7.3.

“Conference-Produced Programs”: All Programs of ACC-ESPN Games produced by the Conference (or any Conference Institution on behalf of the Conference) for Distribution on an ACC-ESPN Platform as set forth in Section 7.1.

“Conference Website”: The official website of the ACC, accessible as of the date of this Agreement through the URL www.theacc.com. For clarity, Conference Website shall not include the official websites of each Conference Institution.

“Content Plan”: Shall have the meaning given to it in Section 3.1(a).

“Coverage”: Shall have the meaning given to it in the Existing Agreement, provided that for purposes of Section 5.2, Coverage shall also include video or audiovisual coverage of Practices.

[REDACTED]

“Effective Date”: July 1, 2016.

[REDACTED]

“ESPN Variable Retainage”: For any Accounting Year, the sum of the following costs and expenses paid by ESPN for such Accounting Year, [REDACTED]

[REDACTED]

“Existing Agreement”: the Amended and Restated Multi-Media Agreement, dated as of the date hereof, between ESPN and the ACC, as the same may be amended, modified, supplemented and restated, provided that if such agreement shall ever terminate or expire, references in this Agreement to the “Existing Agreement” shall mean the Amended and Restated Multi-Media Agreement as such agreement existed immediately prior to such termination, but only for purposes of determining the meaning of capitalized terms of this Agreement.

[REDACTED]

“Other Conference Institution-Produced Programs”: Shall have the meaning given to it in **Section 7.3**.

“Practices”: Any practices or scrimmages held on Conference Institution campuses or in “home” stadiums and arenas, including without limitation try-outs, midnight madness, and spring football games.

“Prior Agreement”: That certain Multi-Media Agreement, dated as of July 8, 2010, between ESPN, ESPN Enterprises, and the ACC, as amended and extended by that certain Amendment and Extension Agreement dated May 9, 2012, the Second Amendment to Multi-Media Agreement dated June 24, 2014, and the letter amendment from Rosalyn Durant to John Swofford dated August 27, 2014 (such agreement together with the amendments and letter, the “Prior Agreement”), pursuant to which ESPN agreed to distribute, and the Conference agreed to provide for distribution, certain Conference intercollegiate athletic events.

“Raycom”: Raycom Sports Network, LLC (including as successor to Raycom Sports, Inc. or “Raycom Sports”).

“Royalty”: Shall have the meaning given to it in **Section 4.1(a)**.

“Term”: The period commencing on July 1, 2016 and concluding on the earlier of (i) June 30, 2036, or (ii) the date on which this Agreement is properly terminated pursuant to **Section 14**.

“Times”: As used in this Agreement, all times are Eastern Time unless otherwise noted. The term “local time” means the local time at the site of the applicable ACC-ESPN Game.

2. ACC-ESPN NETWORK AND ACC-ESPN PLATFORMS.

2.1 General.

(a) The parties hereto intend for the ACC to license the appropriate rights to ESPN so that ESPN can create and operate (i) a new cable television network called the “ACC-ESPN Network” and (ii) a new ACC-ESPN Broadband Offering called the “ACC-ESPN Network Plus” or such other names as approved by the parties. Such rights are those specifically set forth in, and in accordance with the terms and conditions of, this Agreement and the Existing Agreement.

(b) ESPN agrees that in all events it shall operate the ACC-ESPN Broadband Offering and the ACC-ESPN Network and its rights hereunder in good faith using sound business principles.

(c) The Conference retains all rights not specifically granted herein and in the Existing Agreement to ESPN.

2.2 ACC-ESPN Network.

(a) ESPN will create, operate, and maintain the ACC-ESPN Network from the date of launch through the remainder of the Term as a linear television network.

(b) The ACC-ESPN Network will launch on a mutually agreed upon date but no later than September 2, 2019.

(c) ESPN shall notify Conference [REDACTED]

(d) The parties acknowledge and agree that [REDACTED]

2.3 ACC-ESPN Broadband Offering.

(a) ESPN will create, operate and maintain the ACC-ESPN Broadband Offering [REDACTED]

For clarity, the "ACC-ESPN Broadband Offering" shall [REDACTED]

(b) The ACC-ESPN Broadband Offering will launch on a mutually agreed upon date but no later than December 31, 2016.

2.4 Authenticated Offering. Upon launch of the ACC-ESPN Network, ESPN shall [REDACTED]

2.5 ACC Digital Offerings.

(a) Contemporaneously with execution of the Prior Agreement, the Conference entered into the ACC-Raycom Agreement, which agreement (subject to earlier termination in accordance with that agreement) states that [REDACTED]

and grants to Raycom the exclusive right and obligation to manage and operate the "ACC Digital Offerings" as set forth in the ACC-Raycom Agreement, including: [REDACTED]

[REDACTED]

(b)

[REDACTED]

(c) Management.

[REDACTED]

(d) ESPN acknowledges and agrees that.

[REDACTED]

2.6 Branding.

(a)

[REDACTED]

(b) All Games and other programming Distributed on the ACC-ESPN Network, the Authenticated Offering, and the ACC-ESPN Broadband Offering will be prominently branded and promoted as "ACC-ESPN Network" programming unless otherwise mutually agreed upon by the parties.

2.7 Operations.

(a) ESPN shall have s

[REDACTED]

(b) ESPN shall

[REDACTED]

(c) ESPN shall

[REDACTED]

3. **CONTENT AND TALENT.**

3.1 Content; Content Committee; Content Plan.

(a) The parties agree to establish a content committee (the "Content Committee").

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

3.2 Talent. ESPN shall

[REDACTED]

4. CONSIDERATION; REPORTING.

4.1 Royalty.

(a)

[REDACTED]

(b)

[REDACTED]

4.2

(a) ACC-ESPN Broadband Network Productions

[REDACTED]

The

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

(b) ACC-ESPN Network Productions.

[REDACTED]

4.3 Reporting. Within sixty (60) days after the end of the second fiscal quarter of each Accounting Year and within ninety (90) days after the end of each Accounting Year, ESPN shall

[REDACTED]

4.4 Expenses.

[REDACTED]

4.5 Allocation of Bundled Revenues and Costs and Expenses. The allocation provisions of subsections (a) and (b) below are subject to the terms and conditions of subsection (c) of this **Section 4.5**.

(a) Bundled Revenues.

[REDACTED]

(b) Costs and Expenses.

[REDACTED]

(c) Allocation Considerations. ESPN shall consult with the Conference

[REDACTED]

4.6 Audit.

(a) The ACC shall have the right.

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

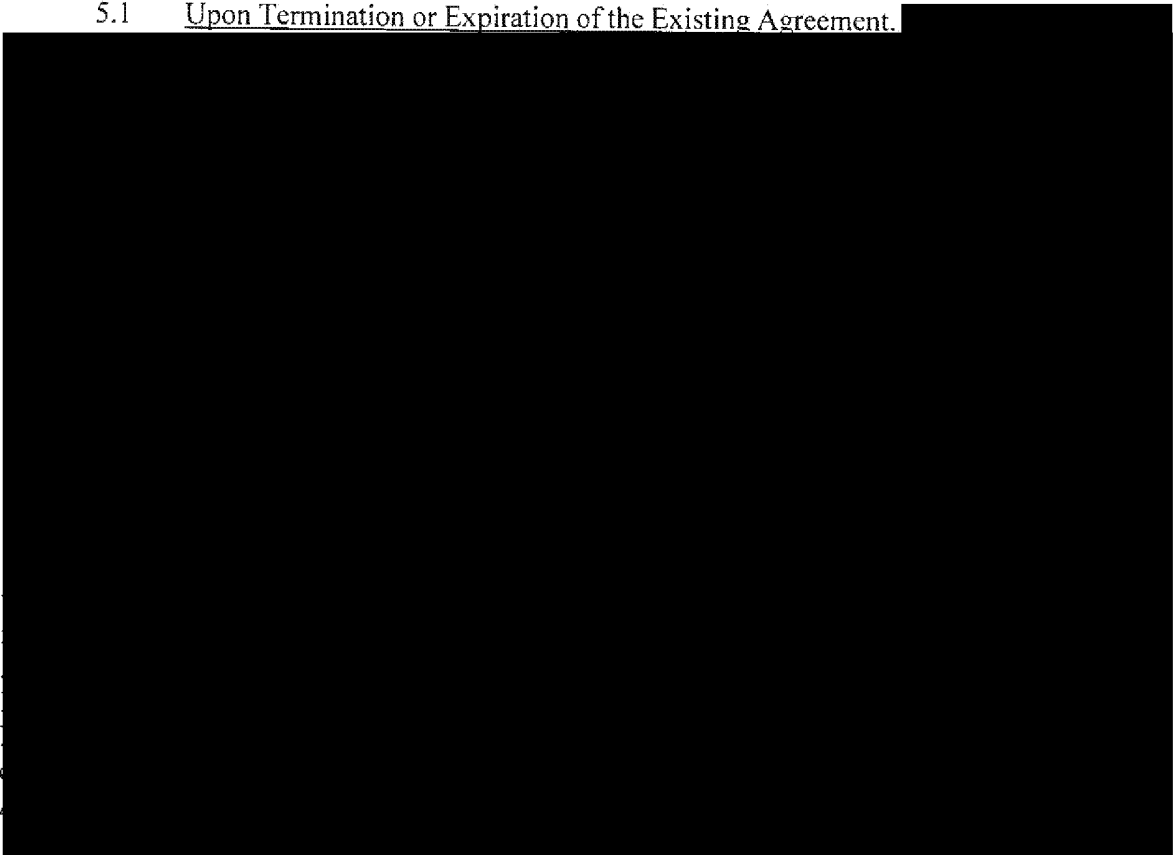
4.7

[REDACTED]

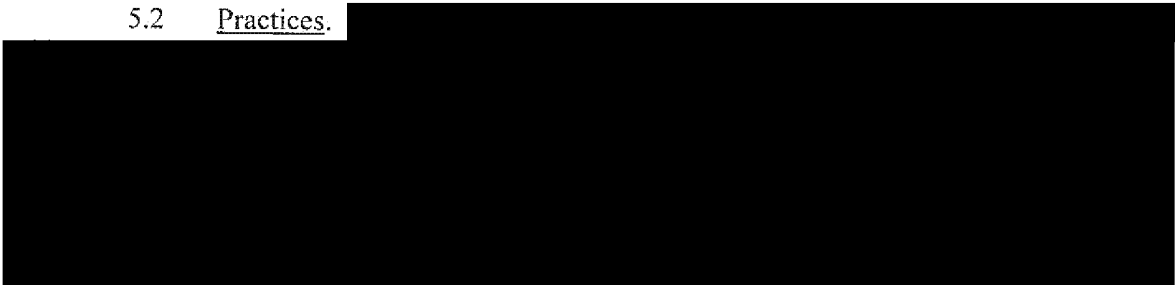


5. DISTRIBUTION RIGHTS.

5.1 Upon Termination or Expiration of the Existing Agreement.



5.2 Practices.



5.3 ESPN Rights After the Term.





6. GAME DISTRIBUTION.

6.1 ACC-ESPN Network Obligations.

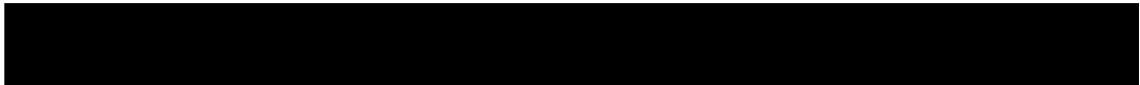
(a) ESPN shall, 


(i) 

(ii) 

(iii) 

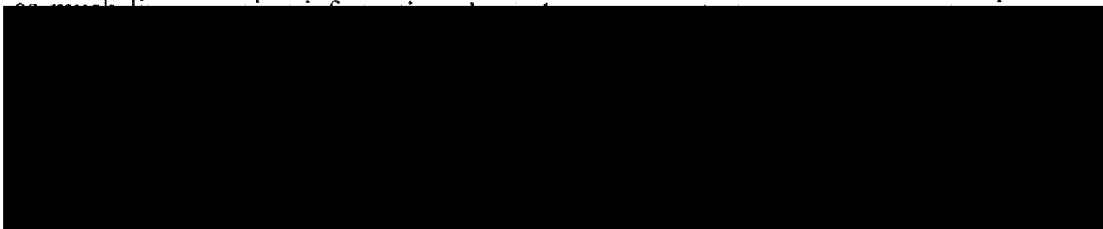
(iv) 





(b) All Games will be telecast on a live basis or may be telecast on a short turnaround tape delayed basis to accommodate scheduling and window conflicts.

(c) Notwithstanding anything to the contrary in this Agreement, during the telecast of a Game on the ACC-ESPN Network, ESPN shall have the limited right to cut away to non-sports news of significant viewer interest, and to cut away to and/or provide "bonus coverage" of, other games or sporting events involving Conference Institutions.

(d) Notwithstanding anything to the contrary in this Agreement, if a prior live event that is being telecast on the ACC-ESPN Network runs beyond the scheduled start time of any Game scheduled to be telecast on the ACC-ESPN Network, ESPN shall provide



(e) For clarity, subject to Section 9 below, ESPN shall not 



(f) As between the Conference and the Conference Institutions on one hand, and ESPN on the other, ESPN shall [REDACTED]

6.2 ACC-ESPN Platform Distribution Obligations. ESPN shall [REDACTED]

7. CONFERENCE-PRODUCED PROGRAMS

7.1 Conference-Produced Programs Commitment and Selection Procedure. The provisions in this **Section 7.1** are subject to the selection terms set forth in subsection (c) below. All ACC-ESPN Games produced by the Conference and/or Conference Institutions under this **Section 7** shall be deemed "Conference-Produced Programs".

(a) ACC-ESPN Broadband Offering Distributions. Commencing at the beginning of the Term and after ESPN's selection of Games for production and Distribution on the ESPN-ABC Platforms (including Games telecast on the ACC-ESPN Network once it is launched—irrespective of whether such Games are produced by ESPN or the ACC) and via a National Sublicensee (if any) or Syndication (if any), [REDACTED]

- 2016-17 Contract Year – [REDACTED]
- 2017-18 Contract Year – [REDACTED]
- 2018-19 Contract Year – [REDACTED]
- 2019-20 – [REDACTED] Contract Years – [REDACTED]

Subject to **Section 7.1(c)** below, ESPN shall [REDACTED]

[REDACTED]

(b) ACC-ESPN Network Distributions.

[REDACTED]

NETWORK.

(c) ESPN Game Selections.

[REDACTED]

7.2 Production Responsibility. As between Conference and ESPN.

[REDACTED]

(a) Conference will

[REDACTED]

(b) Conference shall be

[REDACTED]

(c)

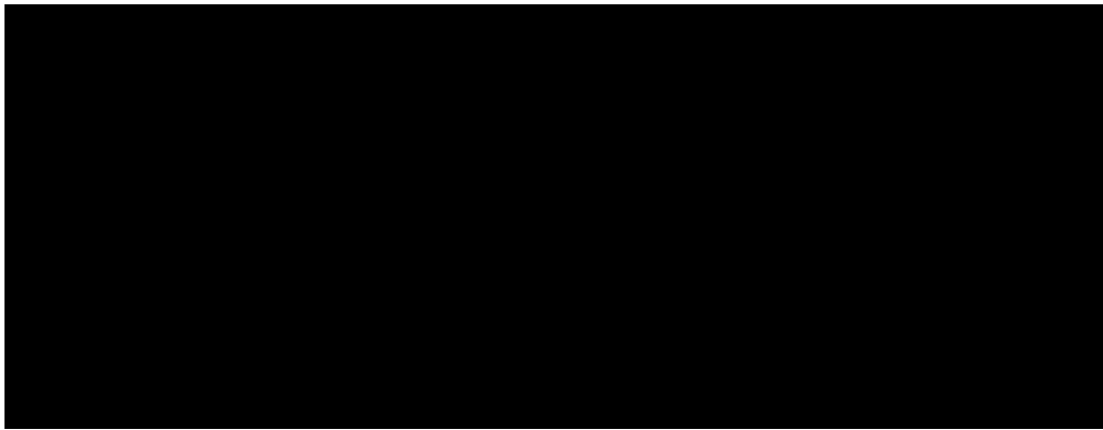
[REDACTED]

(d) Conference shall not

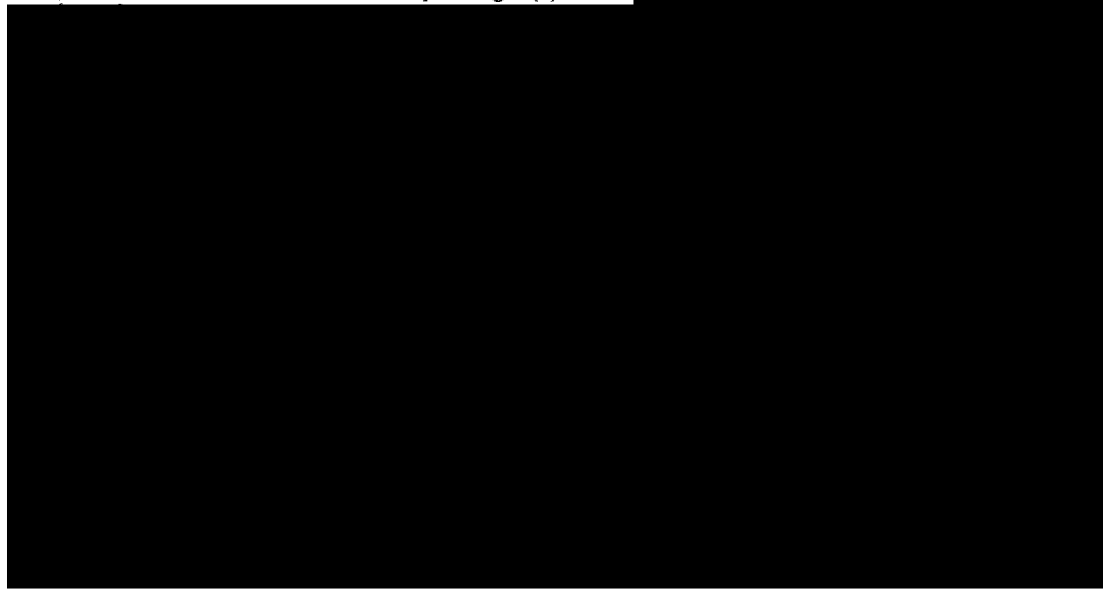
[REDACTED]

(e) ESPN has the right

[REDACTED]



(f) Conference and its packager(s) shall [REDACTED]



(g) ESPN shall, [REDACTED]

(h) Conference will place one or more ACC-ESPN Network banners, provided by ESPN, at the Game venue so that they are readily apparent to both the spectators at the venue and the viewers watching the Conference-Produced Programs.

7.3 Effect of this Agreement Upon Conference Institution Production Agreements. ESPN represents that, prior to the Effective Date, it entered into production agreements with certain Conference Institutions for production of certain Games (as well as non-varsity athletic events, additional athletic contests controlled by third party entities (e.g., the NCAA) and original audio-visual programming created by such Conference Institutions (the "Other Conference Institution-Produced Programs")) and that such agreements remain in effect as of the Effective Date (the "Conference Institution Production Agreements"). ESPN acknowledges that the Conference-Produced Programs produced after the Effective Date shall be governed by this Agreement, rather than the Conference Institution Production

Agreements. For avoidance of doubt, all rights and obligations of each of ESPN, Conference, and Conference Institutions with respect to the Conference-Produced Programs produced after the Effective Date shall be controlled and governed by this Agreement, rather than the Conference Institution Production Agreements and the rights and obligations of the parties to each respective Conference Institution Production Agreement shall be deemed superseded by this Agreement with respect to the Conference-Produced Programs produced after the Effective Date (but not superseded as to the Other Conference Institution-Produced Programs produced for Distribution on non-ACC-ESPN Platforms or as to rights and obligations between ESPN and the applicable Conference Institution unrelated to the Conference-Produced Programs that are set forth in such Conference Institution Production Agreements).

8. COPYRIGHT.

8.1 ESPN Game Programs and Coverage. Copyright ownership of the Game Programs and Coverage, including Conference-Produced Programs, shall be governed by **Section 16** of the Existing Agreement.

8.2 Conference-Produced Programs: Work for Hire. The Conference, on its behalf and on behalf of each applicable Conference Institution, agrees that all work and services in connection with the Conference-Produced Programs will be performed by its employees, agents (including students) or by independent contractors pursuant to a “work made for hire” agreement with Conference or a Conference Institution. Conference, on its behalf and on behalf of each Conference Institution, hereby waives any “moral” or other rights of authorship (*droit moral*) which may accrue or have accrued to it under any laws of any jurisdiction, including, without limitation, any right to publish or withhold publication, to be or not be associated with the Conference-Produced Programs or to preserve the integrity of the Conference-Produced Programs (the *droit de divulgation*, *droit a la paternite* and *droit de retrait ou de repentir*, respectively). Conference, as to the Conference-Produced Programs that it produces, and, on behalf of the applicable Conference Institution for the Conference-Produced Programs that it produces, agrees that each will obtain a written acknowledgment for the Conference-Produced Program that each produces to the same intent and effect as the foregoing or have obtained by operation of law such rights from each person or entity, if any, whose services they engage in connection with the services subject to this Agreement.

8.3 Ownership of Other Content. With respect to content appearing on the ACC-ESPN Platforms other than the Coverage and Programs, the following provisions shall apply as between ESPN and the ACC (and the Conference Institutions):

(a) The ACC and the Conference Institutions 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 ACC or a Conference Institution prior to the date hereof, and (ii) all content, works of authorship and other intellectual property that was created by the ACC or a Conference Institution (or on behalf of the ACC or a Conference Institution) unless specifically requested or commissioned by ESPN, or required, under this Agreement, in each case, whether or not any such content,

works of authorship or other intellectual property rights appeared on or in any ACC-ESPN Platform.

(b) The ACC shall own the exclusive worldwide rights in, and ESPN hereby assigns to the ACC, the domain names, URLs, and other similar identifiers of the ACC-ESPN Broadband Offering (including, without limitation, all related intellectual property rights); provided, however, that components thereof constituting the separate intellectual property of ESPN (such as the name and mark “ESPN” as it appears in the name “ACC-ESPN Network Plus”) shall remain the sole and exclusive property of ESPN.

(c) Other than as described in **Sections 8.1, 8.3(a), and 8.3(b)**, ESPN shall own the exclusive worldwide right to all content, works of authorship or other intellectual property rights produced for the ACC-ESPN Platforms.

9. CONFERENCE COMPOSITION.

9.1



9.2 In the event that, within a sixty-day period after any occurrence described in the preceding **Section 9.1** that requires good faith negotiation between the parties, the Conference and ESPN have not reached agreement, then the Conference or ESPN may initiate the arbitration process set forth in **Section 18.2(b)** below.

9.3 No Effect on Existing Agreement. This **Section 9** shall not affect any rights of either party under **Section 13** of the Existing Agreement.

10. TRADEMARKS.

10.1 ACC Marks.

(a) Conference hereby grants ESPN (and its sublicensees) a limited, non-exclusive license during the Term to use and reproduce the trademarks, servicemarks and other indicia of origin associated with Conference (including, without limitation, the Football Championship Logo) and the Conference Institutions (including, without limitation, the names, logos and uniform colors and designs of all the Conference Institutions) (collectively, the “ACC Marks”) solely for the purpose of fulfilling ESPN’s obligations and realizing ESPN’s rights under this Agreement, in order to: (i) promote and market the ACC-ESPN Network and the ACC-ESPN Platforms, (ii) promote and market the ACC-ESPN Games and Programs and ESPN’s Distribution thereof; (iii) promote and market the ACC, and the Conference Institutions, both separately and in conjunction with ESPN’s Coverage thereof and the operation of the ACC-ESPN Platforms, which promotion and marketing shall be in consultation with and subject to the prior approval of the Conference, not to be unreasonably withheld, conditioned or delayed, and not as a device to thwart or frustrate ESPN’s rights hereunder, provided that uses that are substantially the same as a use or depiction previously approved during or prior to the Term shall be deemed to be approved by Conference unless and until Conference notifies ESPN of any objection in writing (but such objection shall only be effective with respect to uses occurring after such objection, it being understood that ESPN shall use Commercially Reasonable Efforts to cease all uses to which the objection applies as promptly as practicable); and (iv) exercise ESPN’s Distribution rights to the ACC-ESPN Games and Programs, in each case subject to any restrictions imposed upon Conference and of which Conference notifies ESPN with respect to use of Conference Institution marks (e.g., requirements to use collective Conference Institution marks). Any such use shall not be in the manner of an endorsement of any product, service or political cause or candidate. The foregoing license shall include the right to use and reproduce the ACC Marks after the Term solely in connection with any Distribution by ESPN of Programs and ACC-ESPN Games after the Term (and any promotion and marketing thereof) that is permitted under the terms of this Agreement.

(b) Except as specifically set forth in **Section 10.2** of this Agreement, nothing in this Agreement shall be construed as a grant of a license by the ACC to ESPN to utilize any of the ACC Marks on any apparel, merchandise or other products, tangible or intangible, including without limitation any such items offered for distribution or sale (and, as set forth in **Section 10.2**, such license shall be limited by those terms and conditions set forth therein). ESPN covenants that it shall not utilize the ACC Marks for any such purpose without the prior review and approval of the Conference.

(c) Each of the Conference and the Conference Institution, as applicable, owns all right, title and interest in and to the respective ACC Marks. ESPN acknowledges that the license for the ACC Marks creates license rights only and no rights of ownership shall arise from this Agreement nor shall any joint ownership arise by the use of the ACC Marks. ESPN agrees that nothing in this Agreement shall give ESPN any right, title or interest in the ACC Marks and ESPN agrees that it will not challenge: (i) the title of the Conference or Conference Institution (as applicable) to the ACC Marks; (ii) the authority of the Conference or Conference Institution (as applicable) to administer its respective ACC Marks; or (iii) the validity of this Agreement. ESPN shall use the ACC Marks only in accordance with the terms, conditions and guidelines established by the Conference or Conference Institution (as applicable). ESPN agrees to advise the Conference immediately

in writing upon becoming aware of any uses of the ACC Marks which ESPN reasonably believes to be unauthorized. Notwithstanding the grant of any license to ESPN, ESPN shall have no authority to bring any enforcement action to prevent unauthorized use of the ACC Marks.

(d) The reproduction of the ACC Marks and all marketing, promotional and sponsorship materials used in connection therewith will be of such high quality, style, and appearance so as to protect the property rights of the applicable of the Conference or Conference Institution that owns the applicable marks. ESPN agrees to use the ACC Marks only in a manner which is reasonably expected to conform to the highest standards applicable to the conduct of intercollegiate athletics in the United States and in a manner that is reasonably expected to preserve the integrity, character, and dignity of and enhance the reputation of the Conference and the applicable Conference Institution and to preserve the substantial goodwill associated with the ACC Marks and not to use the ACC Marks in any way that would demean the applicable of the Conference or Conference Institution.

(e) Each of the ACC Marks shall be used in accordance with the graphics standards and in the format supplied by the Conference from time-to-time throughout the Term. All markings associated with the ACC Marks shall be exactly reproduced in all approved uses of the ACC Marks. At no time shall any party use or make any derivatives of any of the ACC Marks. The ACC Marks shall not be used without the appropriate trademark or copyright designation as required by the applicable licensing party.

(f) The ACC Marks shall not be used in any manner that is misleading or which reflects unfavorably upon the Conference or a Conference Institution in any manner or that is contrary to applicable law or regulations, including without limitation those relating to truth in advertising or fair trade practices. Nor shall the ACC Marks be used in a manner or in connection with any material which a reasonable person would deem defamatory. The ACC Marks may not be used as a direct or indirect endorsement of any product or service or in connection with any political cause or candidate.

(g) The Conference specifically disclaims any express or implicit representation that use of the ACC Marks in a manner contemplated by this Agreement outside of the United States of America will not infringe or violate the rights of others. It is understood and agreed that, except as otherwise provided herein, all risk of such violation shall be borne by ESPN (and its permitted sublicensees) outside of the United States of America.

10.2 Composite Logo.

(a) The parties hereby agree that they will develop and agree to one or more composite logos to brand the ACC-ESPN Network and the ACC-ESPN Broadband Offering (the "Composite Logo(s)"). The Composite Logo(s) shall include the ACC name, logo or mark specifically approved by the ACC (the "Conference-Designated Mark"). The separable elements of the Composite Logo(s) that incorporate the Conference-Designated Mark shall be owned by the ACC. The separable elements of the Composite Logo(s) that do not incorporate the Conference-Designated Mark shall be owned by ESPN. ESPN

hereby grants Conference a royalty-free license to use such Composite Logo(s) in connection with this Agreement during the Term, subject to ESPN's reasonable approval. Notwithstanding the foregoing, neither party shall use the Composite Logo(s) in any manner after the Term hereof, other than as part of permitted Distributions of prior ACC-ESPN Games.

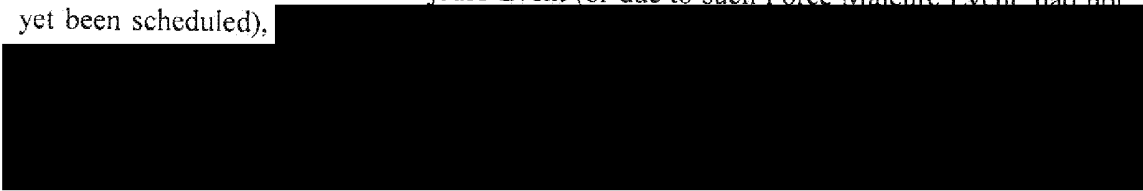
(b) ESPN hereby acknowledges that, as between the ACC and ESPN, the ACC owns any trademark, servicemark or tradename rights in "ACC NETWORK" and "ACC NETWORK PLUS", and ESPN hereby assigns to the ACC all of its right, title and interest in such trademarks, servicemarks or tradenames (and any goodwill therein) and consents to the ACC's registration of the marks "ACC NETWORK" and "ACC NETWORK PLUS," whether as standard characters or design marks. ESPN agrees to promptly execute and deliver all further instruments and documents that may be necessary or that the ACC may reasonably request in order to evidence such assignment or for the ACC to file trademark applications with the United States Patent and Trademark Office with respect to such trademarks or tradenames.

(c) The ACC hereby consents to ESPN filing a trademark application with the United States Patent and Trademark Office with respect to the Composite Logo(s), subject to the ACC's rights in the Conference-Designated Mark (including, without limitation, "ACC NETWORK" and "ACC NETWORK PLUS") and without claiming any rights of trademark in such Conference-Designated Mark as a part of the Composite Logo(s), provided that ESPN agrees to (i) within sixty (60) days of the termination of this Agreement, withdraw any such application or registration, and (ii) take any action reasonably requested by the ACC to evidence that it no longer has rights to utilize the Composite Logo(s).

(d) The ACC and ESPN hereby grant cross-licenses to utilize the Composite Logo(s) on apparel and other products, both tangible and intangible, as the parties shall mutually agree during the Term; provided, however, that (i) such apparel and other products which bear the Composite Logo(s) may not be made available for any type of sale (whether through retail or any other channels) unless otherwise mutually agreed, and (ii) the use of the Conference name or Conference-Designated Mark in connection with any such apparel or other products shall be subject to the terms and conditions of **Section 10.1(c)** through **Section 10.1(g)** of this Agreement.

11. FORCE MAJEURE.

11.1 Delay/Interruption of Scheduled ACC-ESPN Game. In the event and to the extent that any ACC-ESPN Game or the telecast of any ACC-ESPN Game scheduled to be Distributed on an ACC-ESPN Platform is interrupted, delayed, prevented or canceled at the scheduled time due to a Force Majeure Event (or due to such Force Majeure Event, had not yet been scheduled),



[REDACTED]

11.2 Cancellation of ACC-ESPN Game Without Rescheduling. If a Force Majeure Event causes the cancellation of an ACC-ESPN Game that was scheduled to be Distributed on an ACC-ESPN Platform (and such ACC-ESPN Game is not rescheduled), [REDACTED]

[REDACTED]

11.3 Pre-emption. Nothing in this **Section 11** shall limit ESPN's right to preempt or interrupt any Program, partially or totally, in order to Distribute, on either a sustaining or a sponsored basis, news coverage of a story or stories that in ESPN's sole determination is of such importance that it must take priority over any sporting event, provided that ESPN shall:

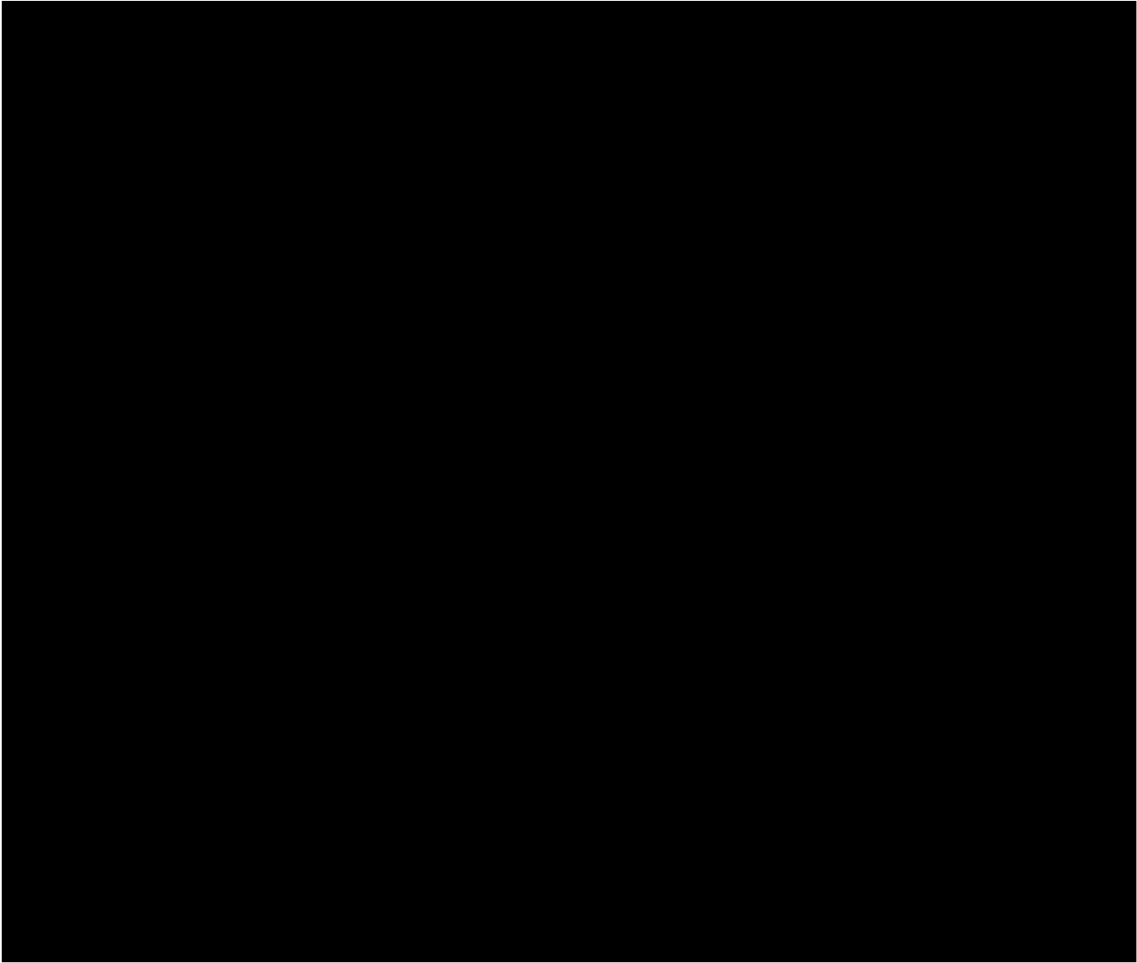
[REDACTED]

[REDACTED]

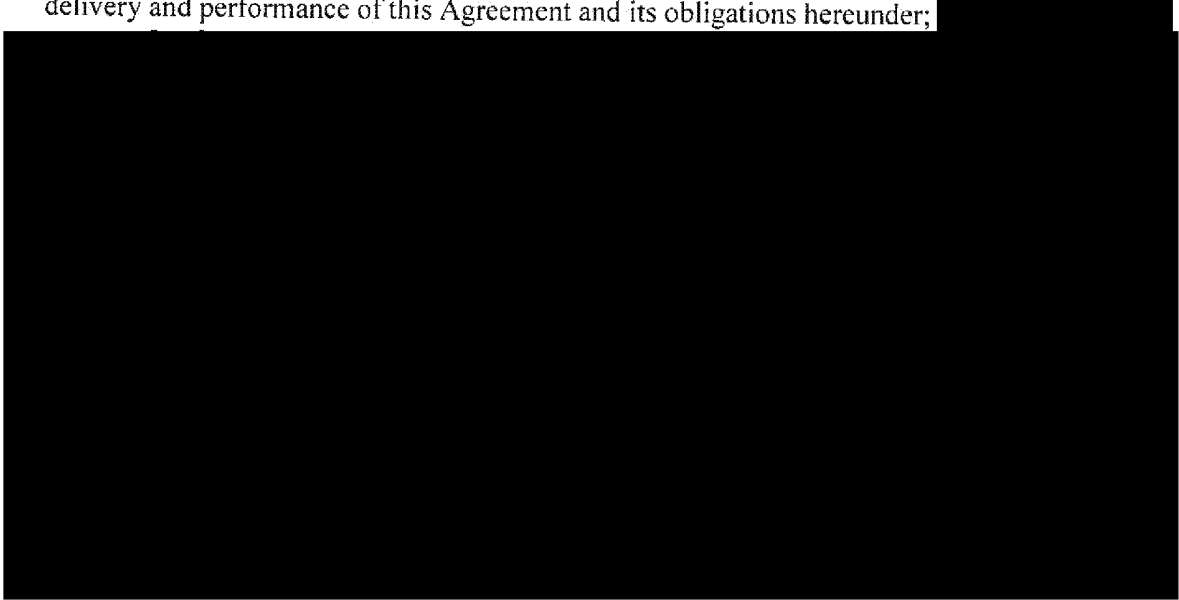
12. WARRANTIES.

12.1 By Conference. Conference represents and warrants that: (a) it is free to enter into and perform this Agreement and has taken all action necessary for the authorization, execution, delivery and performance of this Agreement and its obligations hereunder; (b) it has the right to grant ESPN all of the rights granted to it herein, and the signatory to this Agreement has the power and authority to bind Conference to the terms and conditions of this Agreement;

[REDACTED]



12.2 By ESPN. ESPN represents and warrants that: (a) it is free to enter into and perform this Agreement and has taken all action necessary for the authorization, execution, delivery and performance of this Agreement and its obligations hereunder;



[REDACTED]

ESPN

acknowledges that Conference's rights herein are valuable, specific and unique.

13. INDEMNIFICATION AND INSURANCE.

13.1 By Conference. Conference agrees at all times to indemnify, defend and hold harmless ESPN and its Affiliates, and ESPN's permitted licensees, sponsors obtained by ESPN (and its sublicensees) of any Program and their advertising agencies, any stations or systems over which the Programs are Distributed by or on behalf of ESPN (and its sublicensees) and any of their respective officers, directors, agents, employees and permitted assigns ("ESPN Indemnitees") from and against any and all claims, demands, grievances, damages, liabilities, judgments, losses, costs and expenses of any nature whatsoever, including reasonable attorney's fees ("Claims"), [REDACTED]

[REDACTED]

13.2 By ESPN. ESPN agrees at all times to indemnify, defend and hold harmless the Conference, each Conference Institution and its and their permitted licensees, sponsors obtained by Conference of any Game and their advertising agencies, and their respective officers, directors, agents, employees and permitted assigns ("Conference Indemnitees") from and against any and all Claims, [REDACTED]

[REDACTED]




13.3 Procedure. 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 Claims 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 will 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.

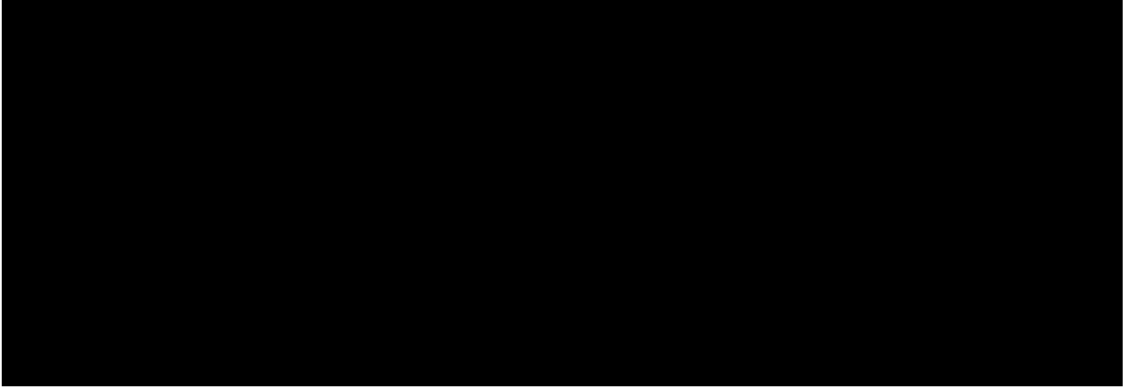
13.4 Insurance. Each party shall, at its sole cost, throughout the performance of its services pursuant to the Agreement and for such additional time as may be specified on Exhibit D, maintain insurance as set forth on Exhibit D, attached hereto.


14. TERMINATION.



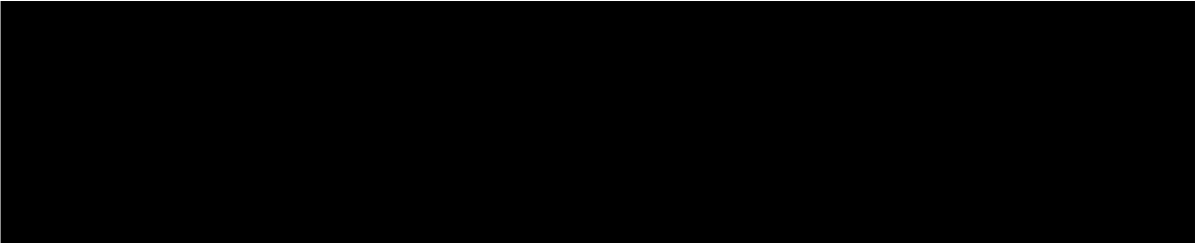
14.1 Termination by the Conference. This Agreement may be terminated by the Conference, at its option, upon written notice to ESPN at any time after the failure by ESPN to perform any material obligation hereunder which is not cured within thirty (30) days after written notice by the Conference to ESPN (except, however, if ESPN is unable to cure, due to the nature of the failure, Conference may not terminate if within ten (10) business days after written notice by the Conference to ESPN, ESPN has paid or indemnified Conference for any loss resulting from such failure by ESPN and has taken reasonable steps to prevent a recurrence of such failure), provided, however, that after the third material breach that is similar in nature, no cure period is required prior to termination. The Conference may also terminate this Agreement prior to the normal expiration of the Term if: (a) ESPN becomes insolvent; (b) ESPN files a petition in bankruptcy; (c) ESPN makes an assignment for the benefit of creditors; or (d) within three (3) years after the Existing Agreement is terminated pursuant to Section 22.1 of the Existing Agreement (*i.e.*, due to an uncured material breach by ESPN, or ESPN becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors). Any termination by the Conference pursuant to this **Section 14.1** shall not constitute a breach of this Agreement by the Conference or compromise or otherwise affect any other rights or remedies the Conference may have under law or at equity.

14.2 Termination by ESPN. This Agreement may be terminated by ESPN, at its option, upon written notice to the Conference at any time after the failure by the Conference to perform any material obligation hereunder which is not cured within thirty (30) days after written notice by ESPN to the Conference (except, however, if Conference is unable to cure, due to the nature of the failure, ESPN may not terminate if within ten (10) business days after written notice by ESPN to Conference, Conference has paid or indemnified ESPN for any loss resulting from such failure by Conference and has taken reasonable steps to prevent a recurrence of such failure), provided, however, that after the third material breach that is similar in nature, no cure period is required prior to termination. ESPN may also terminate this Agreement prior to the normal expiration of the Term: (a) if Conference becomes insolvent; (b) if Conference files a petition in bankruptcy; (c) if Conference makes an assignment for the benefit of creditors; or (d) within three (3) years after the Existing Agreement is terminated pursuant to Section 22.2 of the Existing Agreement (*i.e.*, due to an uncured material breach by the ACC, or the ACC becomes insolvent, files a petition in bankruptcy, or makes an assignment for the benefit of creditors). Any termination by ESPN pursuant to this **Section 14.2** shall not constitute a breach of this Agreement by ESPN or compromise or otherwise affect any other rights or remedies that ESPN may have under law or at equity.

14.3 Voluntary Termination by either Party. 



14.4 Effect of Termination. For clarity, in the event that this Agreement terminates or expires without extension, ESPN shall 

[REDACTED]

16. FUTURE RIGHTS.

16.1 [REDACTED]

16.2 Final Network Offer Procedure.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
(and if the parties cannot agree [REDACTED] either party may
initiate the arbitration process set forth in Section 18.2(b) below), and
[REDACTED]
[REDACTED]

17. PROGRAM MATTER; SECTION 507 OF COMMUNICATIONS ACT.

The Conference further agrees to comply with the requirements of Section 507 of the Communications Act concerning broadcast matter and disclosure required thereunder. Except as provided hereunder, Conference represents and warrants that Conference and each Conference Institution have not accepted or agreed to accept, or will not hereafter accept or agree to accept, and will not permit their respective agents or representatives to accept, any money, service, or other consideration for the inclusion of any material or matter in or as part of the ACC-ESPN Games or Programs thereof.

18. GENERAL TERMS.

18.1 Notices. All notices hereunder shall be in writing and shall be sent by personal delivery or by first class mail certified, or registered, by verified facsimile or overnight courier, to the addresses of the parties set below, or such other address or addresses as may be designated by either party. Such notices shall be deemed to have been given upon being mailed.

TO ESPN:

Burke Magnus
Executive Vice President, Programming
& Scheduling
ESPN, Inc.
ESPN Plaza
Bristol, CT 06010

With a copy to:
Legal Department
ESPN, Inc.
ESPN Plaza
Bristol, CT 06010

TO CONFERENCE:

John Swofford
Commissioner
Atlantic Coast Conference
4512 Weybridge Lane
Greensboro, NC 27407

18.2 Governing Law and Dispute Resolution Process.

(a) This Agreement and all collaterally related issues shall be construed under and governed by the internal laws of the State of New York, and the parties agree that any dispute

[REDACTED] shall be adjudicated by the courts located in the County of New York. Each party hereby submits to the jurisdiction of such courts and waives any defense it might have that any such court is not the appropriate venue for the adjudication of disputes arising hereunder. In any dispute arising hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in connection therewith including, without limitation, the cost of enforcing rights to indemnification pursuant to **Section 13** above, in addition to any other amounts to which such prevailing party may be entitled.

(b) All disputes arising out of or relating to [REDACTED] ESPN's [REDACTED], shall be fully and finally resolved by arbitration in accordance with [REDACTED] with each party to bear its own costs and attorneys' fees. The site of any arbitration shall be New York, New York, [REDACTED]

(c) Notwithstanding the foregoing **Sections 18.2 (a)** and **(b)** above, either party may seek preliminary injunctive relief in any court of competent jurisdiction.

18.3 Entire Agreement; Waiver; Construction. This Agreement shall constitute the entire understanding between the parties with respect to its subject matter (other than with respect to any provisions of the Existing Agreement incorporated by reference herein), shall supersede any prior agreements between ESPN and Conference with respect to the subject matter of this Agreement (other than the Existing Agreement). Neither party shall be deemed to have implied, presumed or other unstated obligations to the other, including, without limitation, fiduciary, agency or similar obligations, by virtue of this 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. This Agreement cannot be changed or terminated orally. No amendment, modification, supplement or waiver of this Agreement shall be binding unless set forth in writing and signed by both parties. A waiver of any provision hereof or the breach of any provision by either party in one instance shall not be deemed a waiver of the same in any future instance. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. In any case where this Agreement requires mutual consent, approval or agreement, failure to obtain such shall not affect the validity or enforceability of the remainder of the Agreement. Provision headings are solely for convenience and have no legal significance. Any reference within this Agreement to any provision being "material" is solely for the sake of clarity and not limitation, and shall not be interpreted as meaning that any other provision in this Agreement is not material. No rule of construction for or against a drafting party shall apply to the interpretation of this Agreement.

18.4 No Agency. Nothing herein shall make ESPN, on the one hand, and Conference (or any Conference Institution), on the other hand, principal and agent or joint venturers. The parties are independent contractors with respect to one another, and neither shall have any authority to represent or bind the other in any manner or to any extent whatsoever.

18.5 Counterparts. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in counterparts, each of which shall be deemed an original and all of which taken together shall represent one Agreement.

18.6 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.

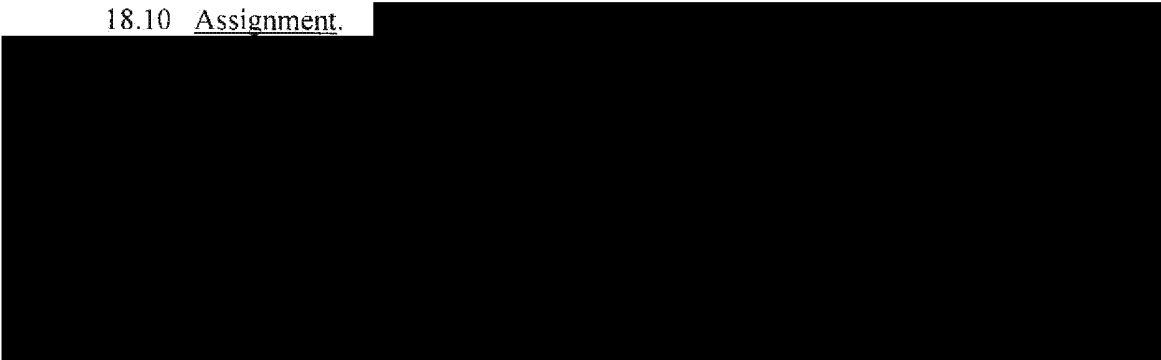
18.7 No General Waiver. This Agreement shall not in any way limit or condition any rights or privileges held by either party equivalent to those held by any member of the general public or the media not in contractual privity with the other party, or any rights or privileges that may be accorded to such party under statutory or common law. Nor shall any provision of this Agreement represent an acknowledgement that permission is required from Conference or any other person or entity for ESPN to utilize or Distribute Data.

18.8 Waiver of Subrogation. To the fullest extent permitted by law, the parties each waive all rights against each other and any of their respective Affiliates, Conference Institutions,

contractors, subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by insurance.

18.9 Limitation Of Liability. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY OF THE FOREGOING CONSISTING OF LOST REVENUE OR PROFITS), ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. THE ABOVE SHALL NOT LIMIT RECOVERY OF DIRECT DAMAGES.

18.10 Assignment.



18.11 Public Announcement/Confidentiality. 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 all other parties to the Agreement. Each party shall maintain the confidentiality of this Agreement and its terms, and any other Confidential Information, except when disclosure is: (a) to a party's employees and contractors, accountants, auditors, tax advisors and legal counsel, each under a similar obligation of confidentiality; (b) as may be required in connection with a bona fide audit; (c) to each Conference Institution, provided that each Conference Institution shall agree to maintain the confidentiality of this Agreement, subject to the law applicable to each such Conference Institution; and (d) as may be required by any legal process, court order, or governmental agency, in which event unless prohibited from doing so by law the party making such disclosure shall so notify the other party or parties as promptly as practicable prior to making such disclosure and shall seek confidential treatment of such information. For the sake of clarity and not limitation, under no circumstances may either party permit the disclosure of the terms of this Agreement or of any Confidential Information to any third party, including any multichannel video system operator, any sports conference or league, or the organizer, promoter or agent of any sports event or property. As used herein, "Confidential Information" means all information, regardless of form, that is owned or lawfully controlled by either party, is not generally known to the public and is of a technical, business or other proprietary nature (including trade secrets, know-how, customer lists, business plans, and financial information), which is disclosed by one of the parties (the "Disclosing Party") to the other party (the "Receiving Party") during the Term. "Confidential Information" shall not include information that: (i) is or becomes publicly known through no act or failure to act on the part of the Receiving Party; (ii) was rightfully known by the Receiving Party prior to disclosure by the Disclosing Party; (iii) becomes rightfully known

to the Receiving Party from a third party not subject to any independent confidential or proprietary restriction and who did not acquire or disclose such information by a wrongful or tortious act; or (iv) is or was developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information.

18.12 Compliance with Laws. This Agreement is specifically made subject to, and the parties agree to comply with, all federal, state and local laws applicable to the performance of their respective obligations under this Agreement.

18.13 Recitals. The parties specifically acknowledge and agree that the recitals set forth at the beginning of this Agreement are expressly incorporated into and made a part of this Agreement.

18.14 Survival. Those covenants, acknowledgements, representations, warranties, agreements, and obligations contained in [REDACTED], shall survive the expiration and/or termination of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ESPN, INC.

By: *J-S*

Name: John Skipper

Title: President

ESPN ENTERPRISES, INC.

By: *J-S*

Name: John Skipper

Title: President

ATLANTIC COAST CONFERENCE

By: *J.S. Swafford*

Name: John S. Swafford

Title: Commissioner

EXHIBIT A

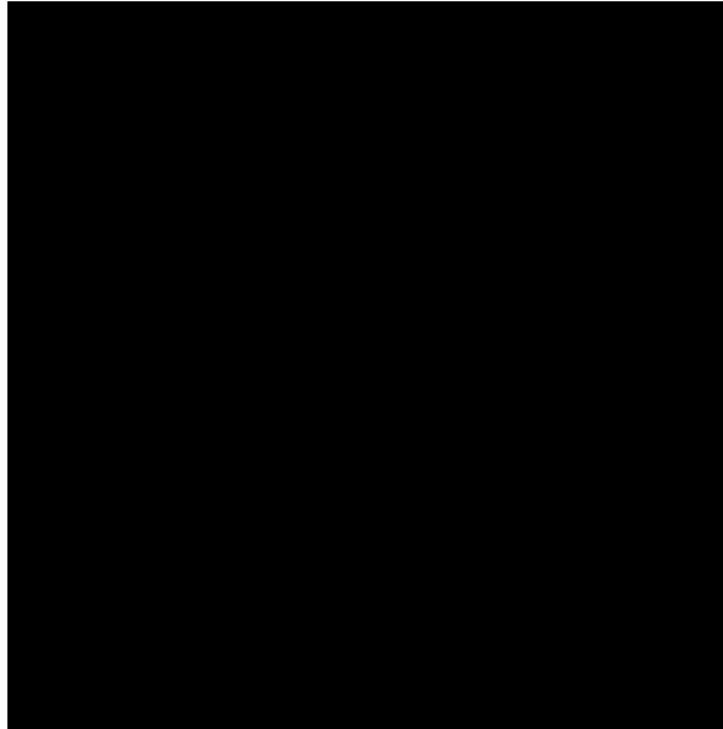
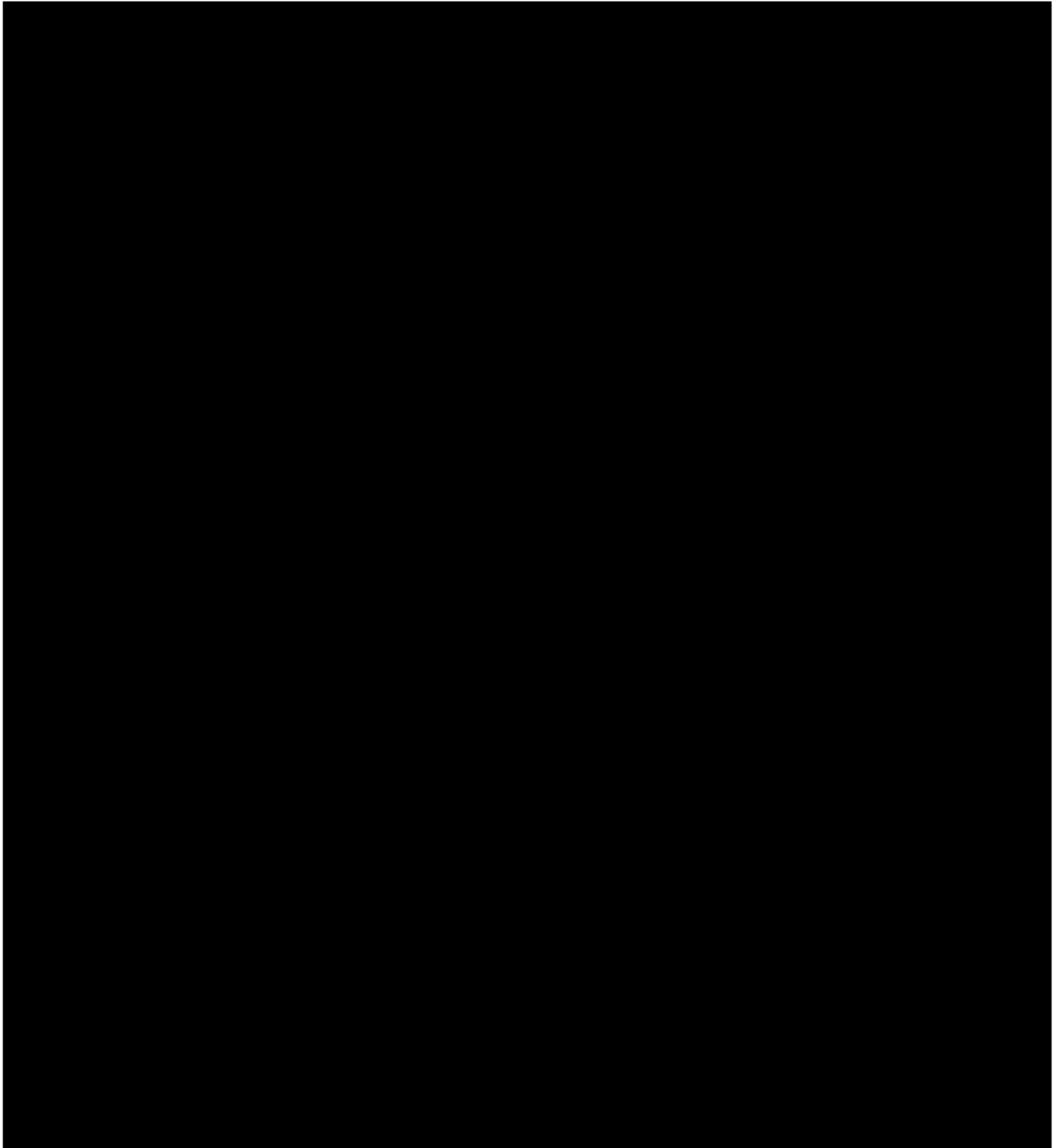


EXHIBIT B

ACC-ESPN BROADBAND OFFERING PRODUCTION GUIDELINES



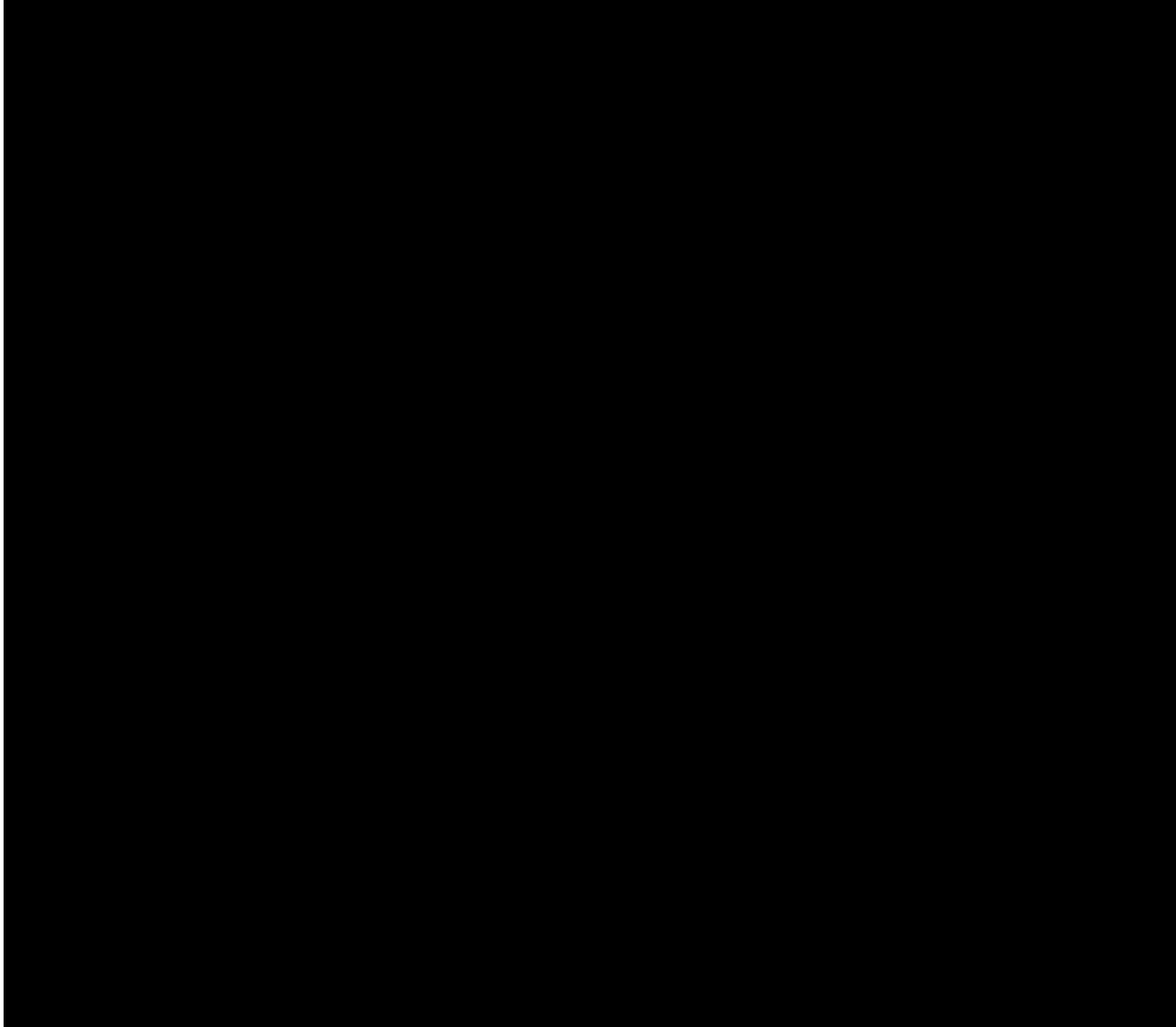
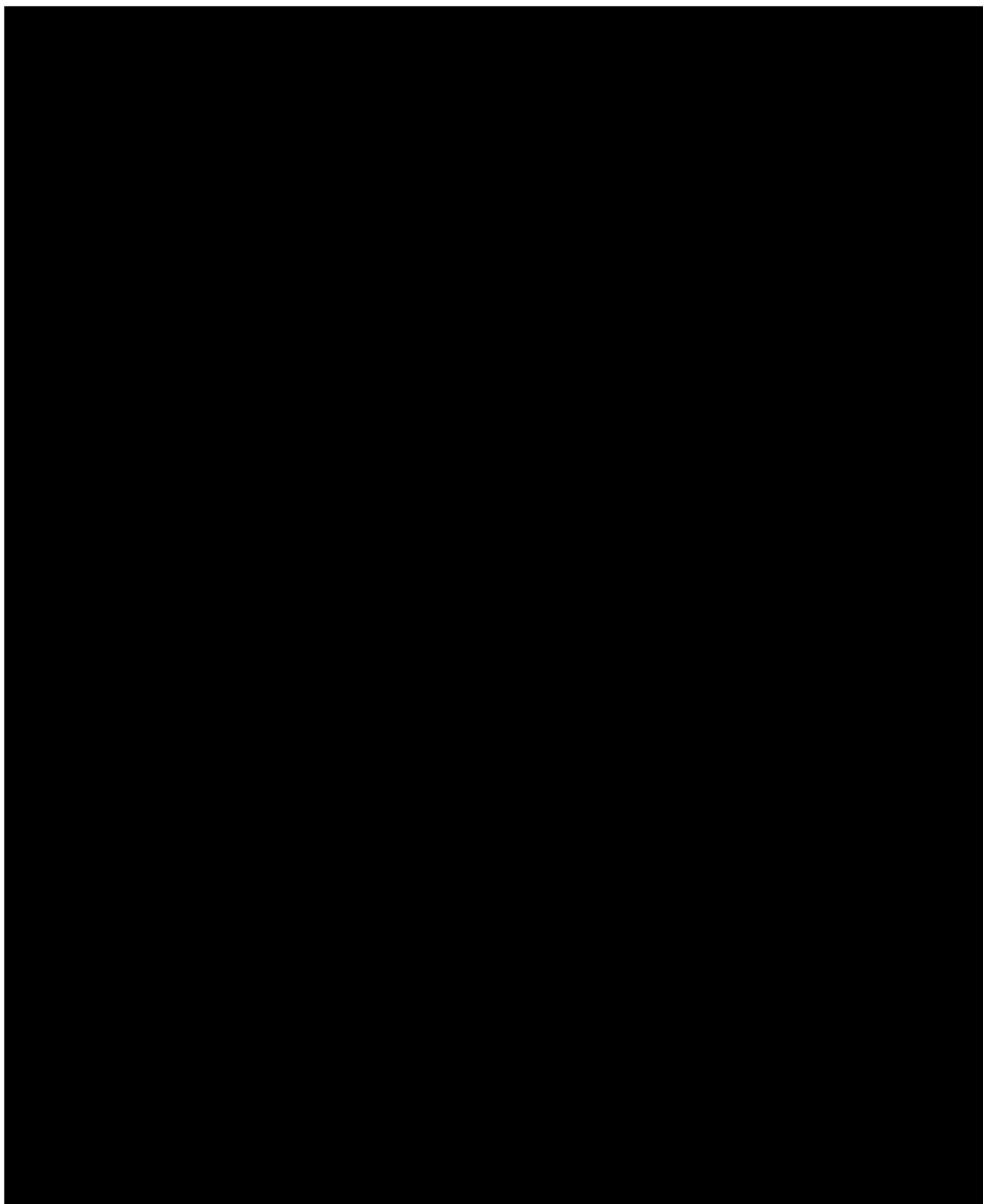


EXHIBIT C

ACC-ESPN NETWORK PRODUCTION GUIDELINES



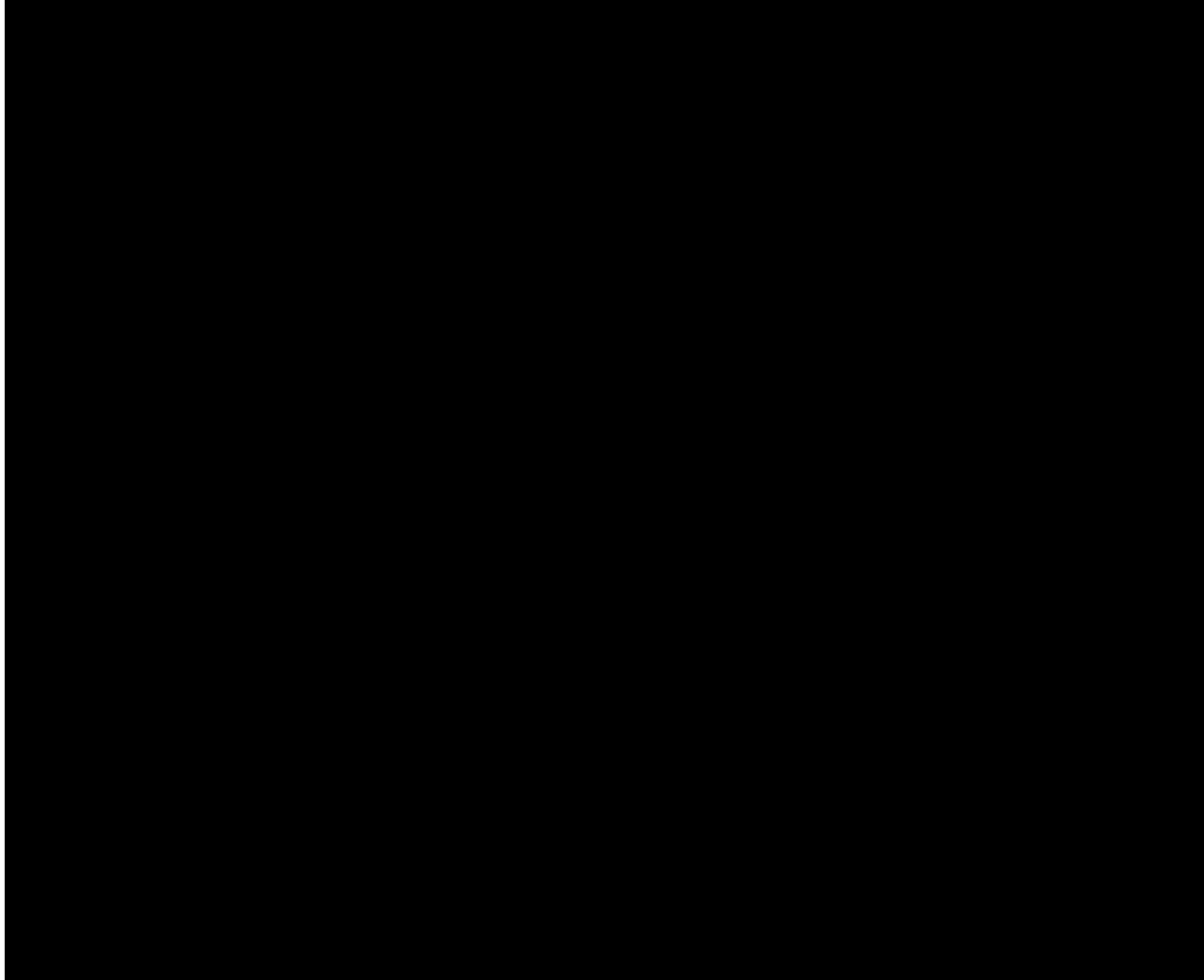


EXHIBIT D

Insurance Requirements

(i) Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and a separation of insureds provision with no endorsement excluding such separation of insureds or cross-liability (which must be maintained for three years following completion of the work) with minimum limits of Two Million Dollars (\$2,000,000) written on an occurrence form basis;

(ii) Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of One Million Dollars (\$1,000,000);

(iii) Automobile Liability coverage with minimum combined single limits of Two Million Dollars (\$2,000,000). Coverage shall include all owned, leased, non-owned and hired automobiles. The insurance in (i) and (ii) shall protect both parties and additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of the insured party's services hereunder or from or out of any act or omission of the insured party, its officers, directors, agents, subcontractors or employees;

(iv) On or prior to the first Program produced by or on behalf of the applicable party, Producer's Liability Insurance (Errors & Omissions Insurance) for such length of time as is necessary to cover any and all claims arising out of or relating to the production and any Distributions of each Program produced by or on behalf of such party, having limits of at least Five Million Dollars (\$5,000,000) for each claim, with an annual aggregate limit of at least Five Million Dollars (\$5,000,000). Such insurance shall have standard coverage, including, but not limited to, coverage with respect to libel/slander or other forms of defamation, infringements of common law or statutory copyright, infringements of rights in material to be broadcast or in the manner of presentation thereof, infringement of privacy rights, breach of implied contract and unauthorized use of material in such Programs. Any restrictions of coverage on the title, music or other rights shall be stated on the certificate of insurance and cleared prior to delivery of the Programs.

(v) All insurance required in this Section shall be with companies and on forms acceptable to the other party, and the insured party shall endeavor to provide the other party with written notice prior to reduction or cancellation of any coverage hereunder.

(vi) Except with respect to the automobile liability coverage set forth in subsection (iii) above, all insurance required in this Section shall be primary and not contributory with regard to any other available insurance to the other party, its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each.

(vii) Each party shall name each other party as an additional insured under its insurance coverage required hereunder.

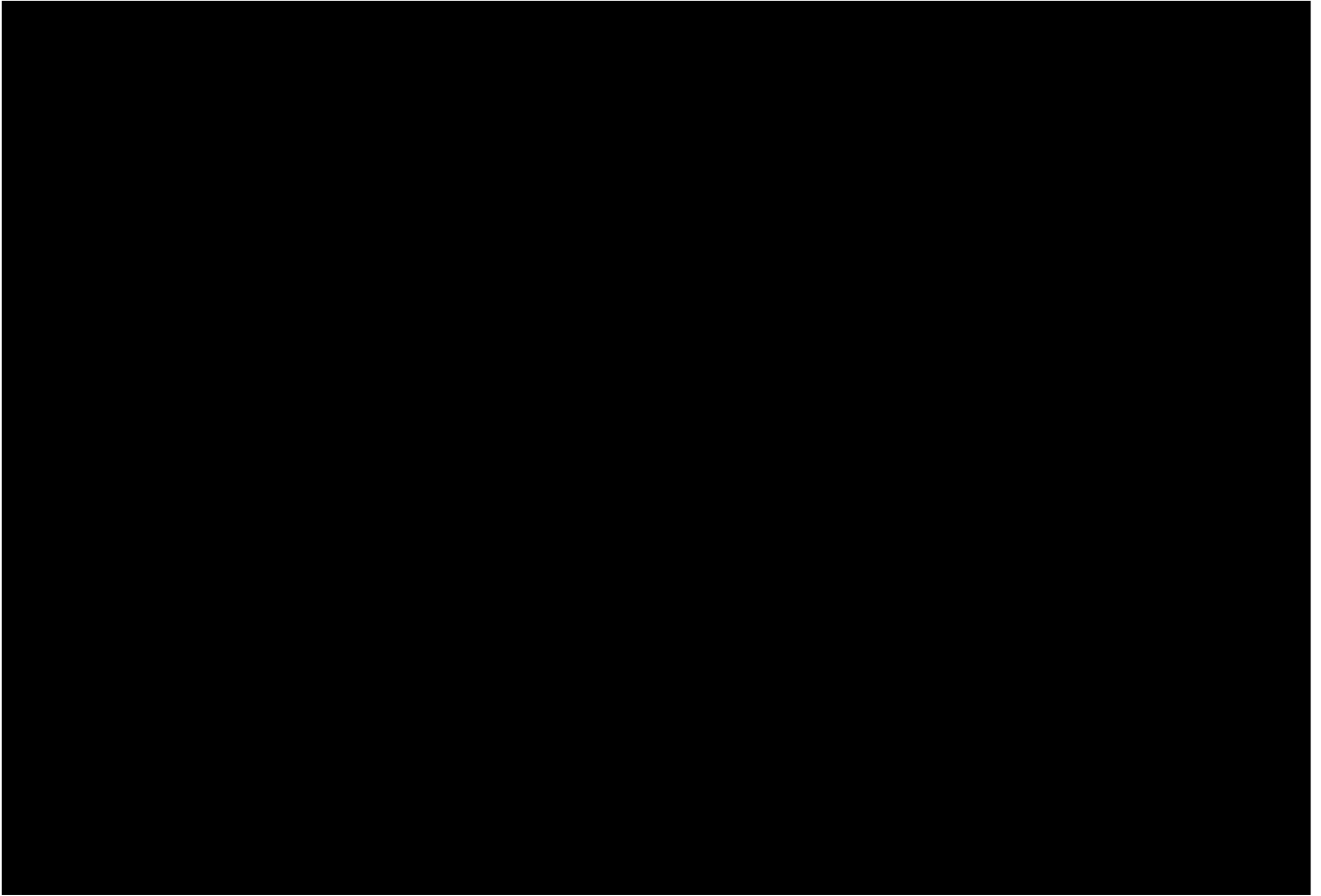
(viii) All insurance required in this Section shall be written by companies with a BEST Guide rating of B+ VII or better.

(ix) Certificates of insurance shall be furnished to the other party. All insurance required in this Section shall include the other party, its parent, and any subsidiaries, related and affiliated companies of each, and the officers, directors, shareholders, employees, agents and assigns of each as additional insureds and contain a waiver of subrogation in their favor. (The additional insured requirement applies to all coverages except Workers' Compensation, Employers Liability and Professional Liability. The waiver of subrogation applies to all coverages).

(x) Either party's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of the insured party's obligations or the rights of the other party.

(xi) The minimum limits of the insurance required in this Section shall in no way limit or diminish either party's liability under other provisions of this Agreement.

EXHIBIT E





ESPN, Inc.

ESPN Plaza, Bristol, CT 06010

T. [REDACTED]

August 10, 2021

James Phillips
Commissioner
Atlantic Coast Conference
4512 Weybridge Lane
Greensboro, NC 27407

Re: Letter Amendment to Amended and Restated Multi-Media Agreement between
ESPN, Inc., ESPN Enterprises, Inc. and the Atlantic Coast Conference

Dear Commissioner Phillips:

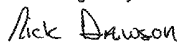
In connection with that certain amended and restated multi-media agreement (“Agreement”) entered into between ESPN, Inc., ESPN Enterprises, Inc. (collectively “ESPN”) and the Atlantic Coast Conference (“ACC” or “Conference”), dated July 21, 2016, the parties hereby agree to amend the Agreement as follows:

The first sentence of Section 14.1 of the Agreement is hereby amended such that [REDACTED]

Capitalized terms used herein, but not otherwise defined, shall have the meaning ascribed to them in the Agreement. Except as amended hereby, all terms and conditions set forth in the Agreement shall remain in full force and effect.

Please indicate your acceptance of the foregoing by signing below.

Sincerely,


DocuSigned by:

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Nick Dawson
Vice President, Programming &
Acquisitions

ACC Amended and Restated Multi-Media Agreement
August 10, 2021
Page 2

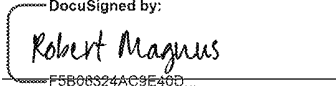
ACCEPTED AND AGREED:

ATLANTIC COAST CONFERENCE

By  _____
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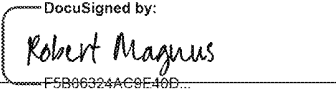
James Phillips
Commissioner

ESPN, INC.

By  _____
F5B08S24AC9E40D...

Burke Magnus
President
Programming & Original Content

ESPN ENTERPRISES, INC.

By  _____
F5B06324AC9E40D...

Burke Magnus
President
Programming & Original Content

Certificate Of Completion

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 Document Pages: 2
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Ericka Lowell
 500 S Buena Vista St
 Burbank, CA 91521
 Ericka.M.Lowell@espn.com
 IP Address: [REDACTED]

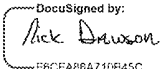
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Signer Events

Nick Dawson
 [REDACTED]
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Signature

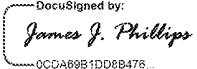
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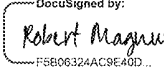
James J. Phillips
 [REDACTED]
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Robert Magnus
 [REDACTED]
 President, Programming & Original Content
 TWDC - eSignature Standard
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Jon Barrett [REDACTED] Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/15/2021 9:39:44 AM Viewed: 8/15/2021 9:46:25 AM
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Alan Lau [REDACTED] TWDC - eSignature Standard Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/15/2021 9:39:44 AM
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Nick Dawson [REDACTED] TWDC - eSignature Standard Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/15/2021 9:39:45 AM
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David Mayer [REDACTED] TWDC - eSignature Standard Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/15/2021 9:39:45 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	8/15/2021 9:39:42 AM
Completed	Security Checked	8/15/2021 9:39:45 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement.

"Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

1. Your Consent. You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

3. How to Update Your Contact Information. It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

4. Hardware and Software Requirements. To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 800 x 600,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies. At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

6. Acknowledging your access and Consent to receive Communications electronically. To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

7. Termination/Changes/Other. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.