

TERMS AND CONDITIONS OF CREDENTIALS FOR MAJOR LEAGUE BASEBALL GAMES, WORKOUTS, ACTIVITIES AND EVENTS ("GAMES")

Each individual or entity signing for or using a credential, and his/her/its employers (each signer, user and employer, a "Bearer"), agrees to the following:

1. Each Bearer attending one of the Games (each, a "Game") using a credential represents that such Bearer is acting on a specific assignment for a newspaper, or for a press, news or photographic service.
2. The use of any account, description, picture, photograph, video, audio, reproduction, or other information concerning the Games (the "Game Information") other than for news coverage of, or magazines, books or stories about, the Games, or for First Amendment-protected purposes, is prohibited, except (a) with the prior written consent of the Baseball Office of the Commissioner or (b) as specifically licensed by Paragraph 8 below. Nothing in these terms and conditions authorizes or allows Bearer to violate the MLB Entities' trademark, copyright and other proprietary rights.
3. While a Game is in progress, Bearer shall not transmit or aid in transmitting any Game Information on a play-by-play or pitch-by-pitch basis, more frequently than once every half-inning of play (except to report on the occasional and significant historic event), or such other longer period as Bearer has agreed to refrain from such transmission except (a) this limitation shall not apply to internal transmissions between the Bearer attending the Game and such Bearer's employer, or (b) with the prior written consent of the Baseball Office of the Commissioner.
4. While a Game is in progress, Bearer shall not transmit, display, or aid in transmitting or displaying, any video, audio, pictures, photographs or other non-text based accounts or descriptions of Games (such video, audio, pictures, photographs or other non-text based accounts or descriptions of Games shall be collectively referred to as "Non-Text Accounts") that Bearer obtains at that Game in any media, except (a) this limitation shall not apply to internal transmissions between the Bearer attending the Games and such Bearer's employer, or (b) with the prior written consent of the Baseball Office of the Commissioner. The foregoing limitation shall not preclude the on-line transmission or display of up to seven still pictures or photographs of any Game, subject to the following: (i) under no circumstances may Bearer display any more than seven still pictures or photographs of any Game at any time regardless of whether Bearer obtained such pictures or photographs at the Game; (ii) unless such still pictures or photographs of any Game are displayed in connection with an article about or summary of such Game, such still pictures or photographs cannot be displayed for more than seventy-two hours following the conclusion of the respective Game; and (iii) such still pictures or photographs of any Game cannot be used as part of a photo gallery, the definition of which shall be determined by the Baseball Office of the Commissioner in its sole discretion.
5. The MLB Entities are the exclusive owners of all trademarks, copyrights, and other proprietary rights in their respective names, logos and uniform designs.
6. Bearer assumes all risks incidental to the performance by the Bearer of Bearer's services in connection with the Games and assumes all risks incidental to the Games, whether occurring prior to, during or subsequent to the actual playing of the Games, including, but not limited to, the

risk of being injured by thrown bats, or fragments thereof, and thrown or batted balls, and agrees that the Baseball Office of the Commissioner, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada Inc., MLB Advanced Media, L.P., MLB Advanced Media, Inc., MLB Online Services, Inc., the American and National Leagues and their constituent Major League Clubs, and their respective owners, shareholders, partners, agents, officers, directors and players and other employees and any entity owning or providing the stadium or premises for the event for which these credentials are issued (collectively, the "MLB Entities") shall not be liable for injuries or loss of personal property or equipment resulting from such causes.

7. **EVENTS:** The definition of the word "Events," as it is used in the first sentence of each credential, includes, without limitation, pre-game, in-game and post-game interviews with players, managers, Club personnel and/or other baseball officials.

8. **PHOTOGRAPHS/PICTURES:** The credential confers on Bearer a limited, non-exclusive and non-transferable license to take photographs of the Games, and to allow the entity that engaged the Bearer to take the photographs to use such photographs only for news coverage of, or magazines, books or stories about, the Games or for other editorial purposes. In exchange for the access granted by the credential, the MLB Entities shall have the right to purchase prints of any published photographs taken by the Bearer in connection with the credential, at the best financial terms offered to third parties, and such MLB Entities shall be licensed at no additional charge to use the photographs for news coverage purposes only. The MLB Entities may not distribute reproductions of the photographs to others or license others to reproduce the photographs. Except as specifically licensed in the first sentence of this Paragraph, the MLB Entities maintain that separate consent is required to transmit, offer to sell, or sell any photographs featuring their respective trademarks, names, logos, uniform designs, copyrights or other proprietary rights for commercial purposes, including in third party advertisements or promotions, or on apparel, cups, posters, prints, T-shirts or other consumer products.

9. **VIDEO/AUDIO AND OTHER NON-TEXT ACCOUNTS:** Subject to the provisions of Paragraphs 2 and 8 above, Bearer may only transmit, display, or aid in transmitting or displaying, any Non-Text Accounts concerning or in any way relating to Games that Bearer obtains at such Games if Bearer complies with the following rules as well as any additional rules imposed by the Baseball Office of the Commissioner or the applicable participating Club: (a) when submitting a request for a credential, Bearer must provide the home Club with written notice stating that it intends to transmit or display Non-Text Accounts, and Bearer may only transmit or display such Non-Text Accounts if such prior written notice is provided; (b) any video captured within the ballpark, excluding press conferences, must be limited to 120 seconds and cannot be carried live; (c) no live or taped audio or video is permitted to be captured from 45 minutes prior to a scheduled game time until that game has concluded; (d) a manager's pre-game interview or other content may not be transmitted live and audio or video transmissions of such content may be no longer than 120 seconds; (e) a manager's post-game press conference may be captured via video or audio and transmitted (and archived for up to 72 hours) on Bearer's website but may not be carried live; and (f) interviews with players, Club personnel and baseball officials may be transmitted by Bearer on its website for a maximum of 72 hours, may not be longer than 120 seconds in duration and may not include any Game highlights. Bearer shall be bound by the

home Club's rules regarding the gathering of Non-Text Accounts prior to, during and/or after any Games in Clubhouses, dugouts and all other locations.

10. The credential is not transferable and may be revoked at any time without cause.

11. While within the ballpark, Bearer shall, at all times, be subject to the direction and/or supervision of the home Club and its designated agents.

12. Bearer shall obtain all necessary licenses, consents or releases permitting the use of any party's proprietary material, including, but not limited to any party's copyrights, trademarks, rights of publicity, rights of privacy or other proprietary or personal rights, however denominated, included in any photograph taken or other material obtained in connection with the credential. The Bearer is solely responsible for determining which licenses, consents and releases shall be obtained. Bearer shall indemnify, defend (if requested) and hold harmless the MLB Entities against and from any and all liability, loss, damage or expense (including reasonable attorneys' fees and expenses) against third party claims arising out of or relating to: (a) Bearer's use of any Game Information taken or obtained in connection with the credential, including, without limitation, any claim that any use of such Game Information infringes any third party's copyrights, trademarks, rights of publicity, rights of privacy, or other proprietary or personal rights, however denominated; (b) Bearer's acts or omissions; (c) the presence on the premises of any cameras, wires, cable or other equipment brought thereon by Bearer; and (d) Bearer's breach of any term of the credential.

13. With respect to any claim that might give rise to liability of the Bearer as an indemnitor, the MLB Entities shall: (a) have the right to fully participate in the litigation of such claim with counsel selected by Bearer and approved by such MLB Entities at the sole expense of the Bearer; and (b) not be obligated, without their consent, to participate in any settlement of such claim.

14. In the event that the name or likeness of any individual using this credential is included in any broadcast, telecast, photograph, film, video or other media taken in connection with the Games, such individual grants the MLB Entities the non-exclusive, transferable, perpetual right and license to use (and to sub-license the use of) such name and likeness in any media worldwide whether now known or hereafter devised.

15. The rights and privileges granted to Bearer shall automatically terminate if any term of this credential shall be breached.

16. Bearer acknowledges receipt and review of, and agrees to be bound by, these terms and conditions.