

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between the following parties: American Council of the Blind (“ACB”), California Council of the Blind (“CCB”), Bay State Council of the Blind (“BSCB”) (collectively, “Claimants”) and MLB Advanced Media, L.P. (“MLBAM”) for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum to this Agreement.

RECITALS

This Agreement is based on the following facts:

A. ACB is a non-profit corporation that provides advocacy services in the United States on behalf of individuals who are blind or visually impaired, is dedicated to promoting the full integration of persons who are blind or have visual impairments into all aspects of society, and provides information to the general public about the accomplishments, needs and contributions of persons who are blind or visually impaired. BSCB is ACB’s Massachusetts affiliate serving the needs of blind and visually impaired persons throughout the Commonwealth of Massachusetts. CCB is ACB’s California affiliate serving the needs of blind and visually-impaired persons throughout the State of California. Among ACB’s, BSCB’s and CCB’s board, staff and members, and those on whose behalf they advocate and provide services, are many individuals with visual disabilities who seek to access to www.mlb.com and Club Sites. ACB is incorporated in Washington D.C., and has its place of business in Arlington, Virginia. BSCB is incorporated and has its place of business in the Commonwealth of Massachusetts. CCB is incorporated and has its place of business in the State of California.

B. MLBAM is the Internet and interactive media company of Major League Baseball. MLBAM manages and operates the official league site, www.MLB.com, and each of the official Major League Baseball Club sites (e.g., www.mets.com and www.redsox.com).

C. A dispute has arisen between Claimants and MLBAM concerning whether MLB.com and the Club Sites are and are legally required to be accessible to Persons with Visual Impairments (“Web Accessibility Dispute” or “the Dispute”).

D. On or about July 2, 2008, Claimants notified the MLBAM about the Dispute and offered to engage in Structured Negotiations, in lieu of litigation, to resolve the Dispute. In September 2008, the parties executed a Structured Negotiations Agreement to protect the interests of all parties during those negotiations. Since executing that agreement, the parties have engaged in good faith negotiations and shared relevant information regarding the Dispute. The parties now enter into this Agreement in order to resolve the Dispute and to avoid the burden, expense, and risk of potential litigation. By entering into this Agreement, MLBAM does not admit, and specifically denies, that it is subject to or has violated or failed to comply with any provisions of the ADA, any applicable laws of any state relating to accessibility for persons with disabilities, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by MLBAM of any such violation or failure to comply with any applicable law, or that the ADA or any other state law relating to accessibility applies to MLBAM. This Agreement and its terms and provisions, including all Exhibits, shall not be offered or received as evidence for any purpose whatsoever against MLBAM in any action or proceeding, other than a proceeding to enforce the terms of this Agreement and the Confidential Addendum executed herewith.

NOW, THEREFORE, the parties hereby agree to the following provisions:

1. Definitions.

As used in this Agreement, the following terms shall be as defined below:

1.1. All-Star Voting means the system available to the public to select members of the MLB All-Star teams that will play in the annual MLB All-Star game.

1.2. Alternative Audio Stream means non-English radio feeds of select games streamed over the Internet.

1.3. Claimants' Counsel means Goldstein, Demchak, Baller, Borgen & Dardarian and Law Office of Lainey Feingold, and the attorneys practicing law therein.

1.4. Club Site means the official website of a Major League Baseball team that contains the url www.mlb.com.

1.5. Effective Date means December 31, 2009.

1.6. GameDay Audio means the subscription service, offered by MLBAM that enables subscribers to listen to radio feeds of Major League Baseball games over the Internet streamed via the MLB.com Platform.

1.7. MLB.Com and www.mlb.com mean the official website of Major League Baseball. For purposes of this Agreement, MLB.com does not include shop.mlb.com, auction.mlb.com, forums.mlb.com, clubmlb.com, mlbpaa.mlb.com, mlblogs.com, mlbplayers.com, webpages that MLBAM does not operate or control, or any webpage that does not contain the url mlb.com.

1.8. MLB.com Homepage means the web page at <http://mlb.com>.

1.9. MLB.com Platform shall mean the MLB.com video and audio players that both: a) originate on MLB.com or a Club Site, and b) MLBAM controls and operates.

1.10. MLB.TV means the subscription service, offered by MLBAM that enables subscribers to watch and listen to telecasts of Major League Baseball games over the Internet streamed via the MLB.com Platform.

1.11. Person or Persons with Visual Impairments means any person who has a physical or mental impairment that substantially limits him or her in the major life activity of seeing.

1.12. Reasonable Efforts means, with respect to a given obligation, the efforts that a reasonable entity in MLBAM's position would use to perform that obligation. An obligation to use Reasonable Efforts under this Agreement does not require MLBAM to: (a) take any actions that would cause MLBAM to incur an Undue Burden as defined in 28 C.F.R. 36.104 or suffer any other substantial detriment (e.g., compromise the security of any aspect of MLB.com, forego offering a service or product); (b) change or materially affect MLBAM's overall business strategy; or (c) take any action that would violate any law, order, or contract to which MLBAM is subject.

1.13. WCAG 2.0 means the Web Content Accessibility Guidelines 2.0 promulgated by the Web Accessibility Initiative of the World Wide Web Consortium (W3C).

2. Duration of Agreement.

The terms of this Agreement shall remain in effect for two (2) years from the Effective Date.

3. Accessibility of www.mlb.com and Club Sites.

3.1. Standard for Accessibility. Except as otherwise provided herein, and pursuant to the time frames specified below, MLBAM will use Reasonable Efforts to ensure that all content on www.mlb.com and all content on the Club Sites satisfy Level A and AA Success Criteria set forth in WCAG 2.0. The Parties recognize that some WCAG 2.0 Level A and AA Success Criteria address features or design elements that may not be used on www.mlb.com or the Club Sites and in such circumstances compliance with those Success Criteria is not required.

3.2. Accessibility Timeline.

3.2.1. July 15, 2009 Accessibility Improvements. No later than July 15, 2009, MLBAM will use Reasonable Efforts to address the following accessibility issues on the major webpages and indices of www.mlb.com and the Club Sites to satisfy the relevant Level A and AA Success Criteria set forth in WCAG 2.0:

- 3.2.1(i) Lack of page language identification;
- 3.2.1(ii) Absence of method to bypass repeated blocks of content;
- 3.2.1(iii) Images with incorrect or no text alternatives;
- 3.2.1(iv) Headings, lists data tables and paragraphs not identified using HTML code;
- 3.2.1(v) Color being used as the only visual means of conveying information;
- 3.2.1(vi) Text and background color combinations providing insufficient contrast for pages other than statistics pages;
- 3.2.1(vii) Page titles not providing enough information;
- 3.2.1(viii) Unclear link texts;
- 3.2.1(ix) Headings and labels that are not descriptive;
- 3.2.1(x) Keyboard incompatible scripting;
- 3.2.1(xi) Lack of focus order for form controls;
- 3.2.1 (xii) Text and background color combinations providing insufficient contrast for statistics pages;
- 3.2.1(xiii) Programmatically associated labels not provided for controls;

3.2.1(v) Text resizing that causes loss of readability and functionality; and

3.2.1(vi) Links and controls not usable with the Keyboard.

3.2.2. Additional Accessibility Improvements. Except as set forth in Section 3.6, no later than December 31, 2009, MLBAM will use Reasonable Efforts to remediate any additional accessibility issues on www.mlb.com or the Club Sites that are not specified in Sections 3.2.1, so that all content on those sites will satisfy Level A and AA Success Criteria set forth in WCAG 2.0.

3.3. Provisions Regarding GameDay Audio for the 2009 Season.

3.3.1. Subject to Section 3.6 herein, for the 2009 Season, MLBAM will provide a Game Day Audio Player and related Media Center that satisfies Level A and AA Success Criteria set forth in WCAG 2.0 and includes the following features and functionality: volume control, access to home and away audio streams, access to archives, and ability to log-into the player from the Media Center and return to the Media Center. This player shall be referred to as the Accessible GameDay Audio Player. The parties agree that the Game Day Audio Player available at <http://mlb.mlb.com/media/player/mpa/index.jsp> as of the Effective Date satisfies MLBAM's obligation under this section.

3.3.2 Alternative Audio Streams. MLBAM will report to Claimants at least monthly during the 2009 season on efforts to make the Alternative Audio Streams available on the Accessible GameDay Audio Player.

3.4. Provisions Regarding MLB GameDay Audio and MLB.TV Subscriptions for Seasons Beginning 2010.

3.4.1. Except as otherwise provided in this Agreement, beginning with the 2010 baseball season, MLBAM will use Reasonable Efforts to ensure that all radio and television streams available to persons who purchase GameDay Audio or MLB.TV subscriptions are delivered in a manner that satisfies Level A and AA Success Criteria set forth in WCAG 2.0.

3.4.2. If MLBAM delivers radio and television streams to the general public by means of a single integrated media player, MLBAM will use Reasonable Efforts to ensure that the single integrated media player, all features and functions of such player, except multiple game viewing options (e.g., Picture-in-Picture options, Mosaic features, etc.), and all purchase paths, login pages, and game link pages (also referred to as Media Centers), satisfy Level A and AA Success Criteria set forth in WCAG 2.0.

3.4.3. If MLBAM delivers radio and television streams to the public by means of multiple media players, MLBAM will use Reasonable Efforts to ensure that the primary player offered to the general public for each type of stream, all features and functions of such players except multiple game viewing options (e.g., Picture-in-Picture options, Mosaic features, etc.), and all purchase paths, login pages, and game link pages (also referred to as Media Centers), satisfy Level A and AA Success Criteria set forth in WCAG 2.0.

3.4.4. If MLBAM concludes that, despite Reasonable Efforts, it cannot meet the requirements of Sections 3.4.1, 3.4.2 or 3.4.3, MLBAM may provide an alternative player or players, purchase paths, login pages, and multiple game link pages for MLB.TV subscribers and GameDay Audio Subscribers, provided that such alternatives satisfy Level A and AA Success Criteria set forth in WCAG 2.0 and are Conforming Alternate Versions within the meaning of WCAG 2.0.

3.4.5. If MLBAM determines that it will provide alternatives pursuant to section 3.4.4, MLBAM shall notify Claimants of its decision in writing at least 15 days prior to Opening Day. The notification shall specify which players, features or functions or purchase paths, login pages and multiple game link pages can and cannot, with Reasonable Efforts, satisfy Level A and AA Success Criteria set forth in WCAG 2.0. Five days after receipt of notification from MLBAM, the Parties shall meet over the telephone regarding the issues raised in the notification for that season. If the Parties do not reach agreement on these issues and cannot mutually agree upon MLBAM's compliance with Section 3.4.4, the issue shall be submitted to the Dispute Resolution Process set forth in Section 8 of this Agreement.

3.4.6. For the Duration of the Agreement, each season beginning with the 2010 baseball season, MLBAM will make the player(s) and related content designed to meet the requirements of this Section 3.4 of the Agreement available to Claimants for testing purposes at least 5 days before Opening Day. Claimants will provide feedback on the player(s) and related content within two days of the date on which the player(s) are provided for testing. MLBAM shall consider in good faith all feedback provided by Claimants. Two days after Claimants provide their feedback to MLBAM, the Parties shall meet over the telephone regarding the accessibility and usability of the features and functions of the player(s) and related content for the coming season. If the Parties do not reach agreement on these issues and cannot mutually agree upon the accessibility of the features and functions of that season's player(s) and related content, this issue shall be submitted to the Dispute Resolution Process set forth in Section 8 of this Agreement.

3.5. Provisions Regarding All-Star Voting.

3.5.1. Telephone-Based Voting.

3.5.1.(i) No later than seven days prior to the start of any All-Star Voting during the term of this Agreement, MLBAM will notify Claimants in writing if it plans to offer an automated telephone-based voting method in addition to on-line voting. If a telephone voting method is offered, Claimants will be given an opportunity to test the telephone method within three days of the date that MLBAM provides Claimants with notification. Any telephone-based voting method will be automated, toll-free, available twenty-four hours a day, seven days a week and will allow users to select among the same players for the same positions as any web-based or print method.

3.5.1.(ii) Claimants will provide feedback on the telephone-based voting system within two days of the date on which the system is provided to Claimants for testing. MLBAM shall consider in good faith all feedback provided by Claimants. The Parties shall meet over the telephone regarding the accessibility and usability of the features and functions of the telephone-based All-Star Voting and the manner in which Persons with Visual Impairments shall be notified of the availability of telephone-based voting. If the

Parties do not reach agreement on these issues and cannot mutually agree upon the telephone-based voting system within five days of this telephone meeting, this issue shall be submitted to the Dispute Resolution Process set forth in Section 8 of this Agreement.

3.5.2. Web-based Voting. Except as provided herein, prior to the start of any All-Star Voting during the Term of this Agreement, MLBAM will use Reasonable Efforts to ensure that all pages and content of www.mlb.com used for All-Star Voting will satisfy level A and AA Success Criteria set forth in WCAG 2.0. If MLBAM decides to use a visual CAPTCHA as part of All-Star Voting, the provisions of Section 3.7 of this Agreement shall apply unless MLBAM provides for telephone-based voting pursuant to Section 3.5.1. The All Star Ballot will include a link to Accessibility Information page(s) on MLB.com.

3.6. Captions, Transcripts and Audio Description. During the meetings provided for in Section 6 below, at the request of any Party, the Parties will discuss the issue of captions, transcripts and audio description of content on www.mlb.com and the Club Sites. If the Parties reach agreement on accessibility modifications related to captions, transcripts or audio description on www.mlb.com and Club Sites, that agreement will be memorialized in writing as a further Addendum to the Agreement. In the absence of such an Addendum, this Agreement does not require MLBAM to satisfy WCAG 2.0 Success Criteria under guideline 1.2 that relate to captions, transcripts or audio description of audio or video content posted on www.mlb.com or Club Sites.

3.7. CAPTCHAs.

3.7.1. Except as provided in Section 3.7.2, if any Completely Automated Public Turing Test to Tell Computers and Humans Apart or similar visual or textual Turing or reverse-Turing verification test (referred herein as "CAPTCHA") is used on www.mlb.com or the Club Sites, MLBAM will use Reasonable Efforts to incorporate alternative security measures that are usable by Persons with Visual Impairments.

3.7.2. Testing of Proposed Alternatives to Visual Verifications. Except as provided in Section 3.5.2 regarding All-Star Voting, if MLBAM plans to include a CAPTCHA on www.mlb.com or the Club Sites after the Effective Date, MLBAM Settlement Agreement

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MLBAM will provide a method for Claimants' representatives to test the alternative security measure to ensure that it is usable by Persons with Visual Impairments. Such testing will occur as soon as practicable after MLBAM determines that a CAPTCHA will be used, and MLBAM will give good faith consideration to all feedback provided by Claimants' representatives. Claimants shall provide any feedback within fifteen (15) days of the testing. Any disagreements regarding this feedback shall be submitted to the Dispute Resolution Process set forth in Section 8 of this Agreement.

3.8. On-line Ticket Purchases. MLBAM will use Reasonable Efforts to ensure that the Purchase Paths for sales of primary-market tickets for Major League Baseball games satisfy Level A and AA Success Criteria set forth in WCAG 2.0. For purposes of this Agreement, a "Purchase Path" shall mean a purchase path that both: a) originates on MLB.com or a Club Site, and b) MLBAM or MLBAM's subsidiary controls and operates.

4. Accessibility Information on www.mlb.com.

4.1. Accessibility Information Page. No later than December 31, 2009, MLBAM will post an Accessibility Information page or pages on www.mlb.com. The page(s) will include, at a minimum, information regarding MLBAM's efforts to meet the WCAG 2.0 Success Criteria on www.mlb.com and the Club Sites; FAQs regarding use of the site by Persons with Visual Impairments; usability tips for blind and visually impaired visitors to mlb.com and the Club Sites; and a web-based or email, and telephone-based method for Persons with Visual Impairments to contact MLBAM regarding accessibility concerns on www.mlb.com and the Club Sites. MLBAM will provide Claimants with a copy of the Accessibility Information page(s) prior to their being finalized. Claimants will provide their feedback on this information within fifteen (15) days of receipt, and MLBAM will consider the feedback provided by Claimants in good faith.

4.2. The Accessibility Information Page will, at a minimum, be available from a link on the following pages: MLB Home Page; low-bandwidth home page; MLB.com Customer Support pages; media center; Accessible Media Player log in pages; primary purchase pages for Gameday Audio and MLB.TV; and the home pages of all of the Club Sites.

5. Training.

5.1. www.mlb.com Telephone Customer Service. MLBAM will provide training to appropriate persons staffing the mlb.com customer service telephone number provided to the public on the “contact” page of www.mlb.com. Such training will be designed to enable persons being trained to assist blind and visually impaired users of mlb.com with problems on mlb.com and the Club Sites. At a minimum, such training will include information about the access improvements being made to www.mlb.com and the Club Sites, FAQs related to accessibility, how computer users with visual impairments can purchase MLB subscriptions and locate and log-on to media players, the types of assistive technology used by blind and visually impaired web users, and the fact that many visually impaired computer users rely solely on a keyboard, and do not use a mouse, to navigate a website. MLBAM will provide Claimants with a copy of the training materials prior to their being finalized. Claimants will provide their feedback on the training materials within fifteen (15) days of receipt, and MLBAM will consider the feedback provided by Claimants in good faith. MLBAM will make a good faith effort to ensure that at least part of the training described herein is provided by a qualified Person with a Visual Impairment. MLBAM will use Reasonable Efforts to track calls to the customer service telephone number about accessibility issues and to provide a summary of such issues in advance of the meetings set forth in Section 6.

6. Meetings Regarding Accessibility of www.mlb.com and Club Sites.

6.1. The Parties shall meet telephonically at least twice per calendar year during the Term of this Agreement to discuss any issues set forth in Section 6.2. Claimant representatives and the mutually agreed on consultant described in Section 7.1 will participate in the first meeting.

6.2. At the request of any party, the following issues shall be discussed at the semi-annual meetings: feedback from Claimants regarding accessibility of www.mlb.com and the Club Sites; other feedback received by MLBAM regarding the accessibility of www.mlb.com and the Club Sites; issues experienced by MLBAM in implementing this Agreement; potential accessibility issues with new or planned content or services on www.mlb.com or the Club Sites;

accessibility issues relating to captioning, transcripts and audio description on www.mlb.com and Club Sites, accessibility of MLB-related sites not covered by this Agreement, customer service calls and issues, and any other related issue that a party would like to discuss. At least ten (10) business days prior to each meeting pursuant to this section, Claimants and MLBAM shall submit to the other in writing a list of issues they would like to discuss at the meeting, and MLBAM shall provide Claimants with copies of reports generated by the automated tool described in Section 7.2 herein. Claimants may request that team or vendor representatives with information about any of the issues to be discussed be present at the meeting, and MLBAM will make good faith efforts to arrange for the participation of those persons or entities.

7. Monitoring Provisions.

7.1. Mutually Agreed on Consultant. As part of the Structured Negotiations process, MLBAM hired a mutually agreed upon consultant to assist it in improving the accessibility of www.mlb.com and the Club Sites. Except as provided herein, MLBAM will maintain a contract with this mutually agreed upon consultant throughout the term of this agreement to assist MLBAM in implementing this agreement. If MLBAM decides to replace the consultant, or if the mutually agreed upon consultant is no longer available, the Parties will work in good faith to find alternative mutually agreed upon consultant(s) to assist MLBAM in fulfilling its obligations under this Agreement.

7.2. Reports. No later than May 1 of each year during the Term of this Agreement, the mutually agreed upon consultant will prepare a report that at a minimum will include a review of the following for compliance with WCAG 2.0, Level AA: (i) MLB.com Homepage; (ii) two team home pages randomly selected by the consultant; (iii) two statistics pages randomly selected by the consultant and the path to player statistics from the MLB.com Homepage; (iv) GameDay Audio purchase page, log-in and listening page; (v) if materially different from the GameDay Audio pages referenced in (iv), MLB.TV purchase page, log-in and listening page; (v) Accessibility Page(s) described in Section 4; and (vi) two Club ticket purchase paths that are controlled by MLBAM or its subsidiary randomly selected by the consultant. If the consultant concludes that any content reviewed for the report does not satisfy WCAG 2.0 Level AA Success Criteria, the

consultant will propose a resolution that satisfies the Criteria. MLBAM will provide a copy of the consultant's reports to Claimants by May 15 of each year during the Term of this Agreement, and will indicate whether or not MLBAM will implement the proposed resolution and by what date. Claimants shall keep confidential the consultant's reports except as required to be disclosed for purposes of the Dispute Resolution Process set forth in Section 8 of this Agreement. Any disagreements over the consultants' reports may be submitted to the Dispute Resolution Process set forth in Section 8 of this Agreement.

7.3. Automated Compliance Tool. Once per quarter during the term of this Agreement, MLBAM will utilize an automated compliance tool to help it assess accessibility issues on www.mlb.com and the Club Sites. The tool, and its best use, will be agreed on by MLBAM and the mutually agreed upon consultant, with input from Claimants. At the semi-annual meetings provided for in Section 6 of this Agreement, MLBAM will provide Claimants with the results of the reports generated by the tool.

7.4. Feedback from Claimants. Claimants will notify MLBAM in writing if they believe that there is content on www.mlb.com or any Club Site that does not meet the requirements of this Agreement. Within ten days of receiving this information from the Claimants, MLBAM will respond in writing, and at the request of either party, the Parties will confer by telephone in an attempt to informally resolve the issue. If the Parties are unable to resolve the issue, MLBAM will ask the mutually agreed upon consultant specified in Section 7.1 to provide an opinion on the issue.

7.5. Based on the consultant's opinion, MLBAM may (i) adhere to the opinion, if favorable to MLBAM, in which case Claimants may contest the opinion by means of the Dispute Resolution Process set forth in Section 8 of this Agreement; (ii) adhere to the opinion and remedy the instance of non-compliance, which it will do within a reasonable time frame after receiving the opinion; or (iii) contest the opinion (including any timeframe for remedy proposed by the consultant) by means of the Dispute Resolution Process set forth in Section 8 of this Agreement.

8. Dispute Resolution Process.

8.1. In the event of (i) a claim by one or more of the Parties that one or more of the other Parties are in breach of this Agreement; or (ii) a disagreement over the consultant's report specified in Section 7.2 or the consultant's opinion specified in Section 7.5, the Party or Parties alleging breach or in disagreement with the consultant will provide written notice to the other Party or Parties of its position and the Section of the Agreement at issue. Such Notice will include a brief statement of the specific facts, circumstances, and legal arguments supporting the Parties' position.

8.2. Within two weeks of the date of the Notice provided for in Section 8.1 above, the Parties will engage in a meet-and-confer process to resolve the matter.

8.3. If the matter remains unresolved after a reasonable meet-and-confer period, the Parties will resort to mediation before a mutually agreed-upon mediator to resolve the matter.

8.4. If mediation fails to resolve the matter, the Parties then will settle the matter finally by means of arbitration conducted by Judicial Arbitration & Mediation Services ("JAMS") pursuant to its Streamlined Arbitration Rules and Procedures at a mutually convenient location. The arbitrator may award the prevailing party its reasonable attorneys' fees, expenses, expert witness fees, and other costs pursuant to applicable law. The award of the arbitrator will be enforceable in a court of competent jurisdiction.

8.5. In any dispute regarding MLBAM's compliance with the obligations of Section 3 above, MLBAM shall have the burden of demonstrating that it used Reasonable Efforts.

9. Publicity Regarding This Agreement and Its Terms.

The Parties agree that promptly following the execution of this Agreement they shall release a joint press release as shown in Exhibit A. Neither Party may release any other press announcement regarding the subject matter of this Agreement without the prior written approval of the other Party, which approval shall not be unreasonably withheld. All public statements made about this Agreement shall be consistent with the terms of this Agreement and shall reflect the collaborative method in which the Parties resolved the Dispute.

10. Additional Community Outreach. Representatives of MLBAM and the Claimants will meet by telephone on a mutually agreed on date during the first quarter of 2010 to discuss outreach to the visually impaired community concerning MLBAM's accessibility efforts. In future years, this issue may, at the request of any Party, be discussed at the meetings described in Section 6 of this Agreement.

11. Notice or Communication to Parties. Any notice or communication required or permitted to be given to the Parties hereunder shall be given in writing by email and United States mail, addressed as follows:

To Claimants:

Linda M. Dardarian
c/o Goldstein, Demchak, Baller, Borgen & Dardarian
300 Lakeside Drive, Suite 1000
Oakland, CA 94612
email: ldardarian@gdblegal.com

Lainey Feingold
c/o Law Office of Lainey Feingold
1524 Scenic Avenue
Berkeley, CA 94708
email: LF@LFLegal.com

To MLBAM:

Michael J. Mellis
MLB Advanced Media, L.P.
75 Ninth Avenue
New York, New York 10011
Email: mike.mellis@mlb.com

12. Modification in Writing. No modification of this Agreement by the Parties shall be effective unless it is in writing and signed by authorized representatives of all the parties hereto.

13. Agreement Binding on Assigns and Successors; No Third Party Beneficiaries.

13.1. Assigns and Successors. This Agreement shall bind any assigns and successors of MLBAM. Within thirty (30) days of assignment or succession, MLBAM shall notify Claimants in writing of the existence, name, address and telephone number of any assigns or successors relating to the subject matters addressed herein.

13.2. No Third Party Beneficiaries. This Agreement is for the benefit of the Parties hereto only and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom, or enforce against either party any provision hereof. The Parties specifically intend that there be no third party beneficiaries to this Agreement.

14. Force Majeure. The performance of MLBAM under this Agreement shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God, strikes or lockouts, unavailability of parts, equipment or materials through normal supply sources, security threat, or any other event of force majeure. If MLBAM seeks to invoke this section it shall notify Claimants in writing as soon as reasonably practicable, specifying the particular action(s) that could not be performed and the specific reason for non-performance. Claimants' Counsel and the Party(ies) invoking this section will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an

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alternative action. Any dispute regarding the applicability of this section, or any future action to be taken, that remains after the meet and confer session will be submitted to the Dispute Resolution Process set forth in Section 8 of this Agreement.

15. Integrated Agreement. This Agreement and the Confidential Addendum hereto constitute the final, complete and exclusive Agreement between the Parties relating to the subject matters addressed herein and supersedes any prior or contemporaneous written or oral agreements between the Parties, including without limitation the Structured Negotiations Agreement. The terms of this Agreement are contractual and not merely recitals.

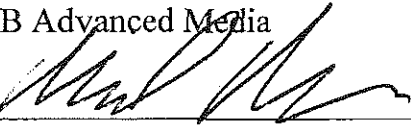
16. Rules of Construction. Each Party and its legal counsel have reviewed and participated in the drafting of this Agreement and any rule of construction to the effect that ambiguities are construed against the drafting Party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the Agreement. The Recitals are integral to the construction and interpretation of this Agreement and are therefore incorporated into this Agreement in their entirety.

17. Multiple Originals/Execution in Counterparts. All Parties and Claimants' Counsel shall sign three (3) copies of this document and each such copy shall be considered an original. This document may be executed in counterparts and facsimile signatures shall be accepted as original.

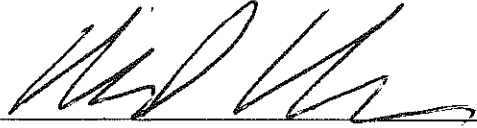
SO AGREED:

PARTIES:

MLB Advanced Media

By: 
Michael Mellis, Esq.
SVP, General Counsel

APPROVED AS TO FORM:

By: 
Michael Mellis, Esq.
SVP, General Counsel

AMERICAN COUNCIL OF THE
BLIND

By: _____
Melanie Brunson
Executive Director

GOLDSTEIN, DEMCHAK,
BALLER, BORGEN &
DARDARIAN

By: _____
Linda M. Dardarian, Esq.

BAY STATE COUNCIL OF THE
BLIND

By: _____
Bob Hachey
Vice President

LAW OFFICE OF LAINEY
FEINGOLD

By: _____
Lainey Feingold, Esq.

CALIFORNIA COUNCIL OF THE
BLIND

By: _____
Jeff Thom
President

DISABILITY LAW CENTER

By: _____
Richard M. Glassman, Esq.

SO AGREED:

PARTIES:

MLB Advanced Media

By: _____
Michael Mellis, Esq.
SVP, General Counsel

AMERICAN COUNCIL OF THE
BLIND

By: Melanie Brunson
Melanie Brunson
Executive Director

BAY STATE COUNCIL OF THE
BLIND

By: _____
Bob Hachey
Vice President

CALIFORNIA COUNCIL OF THE
BLIND

By: _____
Jeff Thom
President

APPROVED AS TO FORM:

By: _____
Michael Mellis, Esq.
SVP, General Counsel

GOLDSTEIN, DEMCHAK,
BALLER, BORGEN &
DARDARIAN

By: _____
Linda M. Dardarian, Esq.

LAW OFFICE OF LAINNEY
FEINGOLD

By: _____
Lainey Feingold, Esq.

DISABILITY LAW CENTER

By: _____
Richard M. Glassman, Esq.

SO AGREED:

PARTIES:

APPROVED AS TO FORM:

MLB Advanced Media

By: _____
Michael Mellis, Esq.
SVP, General Counsel

By: _____
Michael Mellis, Esq.
SVP, General Counsel

AMERICAN COUNCIL OF THE
BLIND

GOLDSTEIN, DEMCHAK,
BALLER, BORGEN &
DARDARIAN

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Melanie Brunson
Executive Director

By: _____
Linda M. Dardarian, Esq.

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Bob Hachey
Vice President

By: _____
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Jeff Thom
President

By: _____
Richard M. Glassman, Esq.

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APPROVED AS TO FORM:

MLB Advanced Media

By: _____
Michael Mellis, Esq.
SVP, General Counsel

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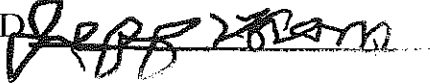
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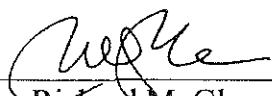
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