

ROTOWIRE, INC. FANTASY SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between Roto Sports, Inc., a California corporation, publisher of RotoWire.com ("RotoWire"), and PDL USA, Inc., publisher of <http://www.prodraftleague.com/>, ("Participant") on the 1st day of March 2015 (the "Effective Date").

WITNESSETH

WHEREAS, RotoWire is in the business of providing fantasy news and information and operating fantasy games and commissioner services and related products. WHEREAS, Participant is in the business of, among other things, operating and marketing a web site on the Internet where information is displayed for sports fans. WHEREAS, Participant desires to have RotoWire provide fantasy news for the Participant's web site. NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- A. "Banner Advertisement"** means a rotating banner advertisement of various pixel sizes located on Web Page.
- B. "Content"** means any news, information, statistics, game, commissioner service or other content provided by RotoWire to the Participant.
- C. "Content Pages"** means pages on the Service, which contain Content.
- D. "Impression"** means a user's viewing of any discrete screen of a Web Page containing a Banner Advertisement.
- E. "Participant Web Site"** means the primary web site which Participant maintains and which is accessible by the public via the Internet at the URL <http://www.prodraftleague.com/>.
- F. "Person"** means any individual, corporation, partnership, joint venture, association, trust or other entity or group.
- G. "RotoWire Web Site"** means the primary web site which RotoWire maintains and which is accessible by the public via the Internet at the URL <http://www.RotoWire.com>.
- H. "Web Page"** means a single HTML document (or similar document), which is all, or a portion of a Web Site.

2. SERVICE

- A.** RotoWire shall provide to Participant player notes and advertising as outlined in Exhibit A.
- B.** RotoWire grants to Participant the non-exclusive right to store, display, distribute and transmit the RotoWire Feed on the Participant Web Site, including on any subdirectories or subdomains of the Web Site (e.g., <http://www.prodraftleague.com/> or <http://www.prodraftleague.com/xyz>), provided such subdirectories or subdomains are not commercially created, owned or maintained for any third party ("Permitted Uses") and any related wireless domains or applications.

C. The use of each full RotoWire player note (“News” section and “Recommends” section) is limited to where only logged-in subscribers have access. At no point shall any full RotoWire player note be made available to non-subscribers or non-paying subscribers of the Participant Web Site.

D. RotoWire will update the RotoWire Feed with IDs from Participant’s player list. RotoWire will use its best efforts to maintain a list of Participant’s player IDs within the feed based on updates from the Participant.

E. Participant shall have no right to sublicense the RotoWire Feed, in whole or in part, without the prior written consent of Licensee.

F. Anywhere on the Participant Web Sites where the RotoWire Feed is used, the Web Page must include promotion at the footer of the page that includes the text “Player news provided by RotoWire.com” with a link to <http://www.rotowire.com>.

G. Participant shall have no right to store or display RotoWire Feed data after the term of this contract.

3. LICENSE GRANT

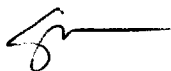
A. RotoWire grants to Participant a non-exclusive, nontransferable, nonassignable, nonsublicensable license to use RotoWire name, logo and any other applicable trademarks in conjunction with the promotions set forth in Exhibit A hereto and Participant’s marketing and promotion of the Service.

4. REPRESENTATIONS AND WARRANTIES

A. Both parties represent and warrant to each other that they each have full power and authority to enter into this Agreement and to consummate the transactions contemplated herein.

B. DISCLAIMER. THE WARRANTIES PROVIDED BY THE PARTIES HEREIN ARE THE ONLY WARRANTIES PROVIDED BY THE PARTIES WITH RESPECT TO THE SERVICE. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES BY THE PARTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PARTICIPANT ACKNOWLEDGES THAT THE SERVICE (INCLUDING ANY SERVERS OR OTHER HARDWARE, SOFTWARE AND ANY OTHER ITEMS USED OR PROVIDED BY ROTOWIRE IN CONNECTION WITH HOSTING THE SERVICE OR PERFORMANCE OF ANY SERVICES HEREUNDER) IS PROVIDED “AS IS” AND THAT ROTOWIRE MAKES NO WARRANTY THAT THE SERVICE OR ANY SERVERS HOSTING THE SERVICE WILL BE FREE FROM BUGS, FAULTS, DEFECTS OR ERRORS OR THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED.

C. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS AGREEMENT WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR



OTHERWISE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ROTOWIRE' TOTAL LIABILITY TO PARTICIPANT IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, AND REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, IS LIMITED TO AND SHALL NOT EXCEED THE AMOUNT RECEIVED BY ROTOWIRE FROM PARTICIPANT HEREUNDER.

5. TERM AND TERMINATION

A. The term of this Agreement shall be set forth on Exhibit A hereto. Either party may terminate the Term upon not less than (30) days prior written notice to the other party upon material breach of this Agreement by such other party, provided that such other party has not cured such breach within such thirty (30) day period.

6. GENERAL

7.1 Governing Law. This Agreement shall be subject to and governed in all respects by the statutes and laws of the State of California without regard to the conflicts of laws principles thereof.

7.2 Entire Agreement. This Agreement and the exhibits and schedules attached hereto constitute the entire Agreement and understanding between the parties and integrates all prior discussions between them related to its subject matter. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

7.3 Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

7.4 Independent Contractors. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in this Agreement shall be interpreted as constituting either party the joint venturer, employee or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with third parties.

7.5 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the other provisions of this Agreement will remain in full force and effect.

7.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original. Notwithstanding the foregoing, the parties shall deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

7.7 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by hand or by confirmed facsimile transmission or five (5)

days after mailing, postage prepaid, by register or certified mail, return receipt requested, to the address set forth below such party's signature or such addresses as either party shall specify in a written notice to the other.

ACCEPTED AND AGREED:

Roto Sports, Inc.

PDL USA, Inc

By: "Shannon McKeown"

By: "Mark Tadros"

Print Name: Shannon McKeown

Print Name: Mark Tadros

Title: VP of Ad Sales

Title: CEO

Address:

Address:

740 Regent Street
Suite #200
Madison, WI 53715
Phone: 888-201-3057
Fax: 608-441-9622

16192 Coastal Hwy
Lewes, DE 19958
Phone: 778-926-7645

EXHIBIT A

1. Term

The term of this Agreement shall commence on the Effective Date and shall continue until February 28th, 2016 (the "Initial Term"); and shall renew for additional 12-month periods each March 1st at \$16,000.00 unless either party terminates the agreement upon not less than thirty (30) days prior written notice to the other party before the end of the current term.

2. Editorial Feeds

Participant shall receive the following feeds via XML on a continually updated basis:

- **Player News:** Real-time XML feeds of player news and fantasy analysis for MLB, NFL, NBA and NHL, which includes real-time alerts on in-game injuries, transactions, lineup changes, pre-game and post-game notes.
- **Injury Feeds:** Real-time XML injury feeds for MLB, NFL, NBA and NHL. We provide injury type (arm, foot, etc.), whether a player is on the official injury report and other injury-related data.
- **Lineup Feeds:** Real-time daily lineups for MLB and NBA.
- **NHL Starting Goalies:** A real-time XML feed projecting the starting goalies for the next seven days. Each team's goalie will be labeled "Confirmed," "Expected" or "Undecided"
- **MLB Starting Pitchers:** A real-time XML feed projecting the starting rotation for MLB teams over the next seven days

These feeds will be limited to logged-in and registered areas with only mutually agreed upon selections of content available free to users outside of a logged-in area.

3. Advertisements

As an added value, Participant shall receive the following advertising placements as part of the agreement. Advertising placements will only be included during the Initial Term:

- **Email** - Two (2) solo/dedicated, 800x1000 HTML email blasts to 150,000 opted-in subscribers (send dates - TBD)

4. Payment

Participant agrees to pay RotoWire a fee of \$10,00.00 for the content packaged detailed above. Participant shall pay RotoWire \$2,500.00 at the time an agreement is executed, followed by three payments of \$2,500.00 due on or before May 15th, 2015, August 15th, 2015 and November 15th, 2015. Upon renewal, Participant shall pay RotoWire four quarterly installments of \$4,000.00 due each February 15th, May 15th, August 15th and November 15th.