

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”) is made and entered into this 7th day of April, 2015, by and between STATS LLC, a Delaware limited liability company (“**STATS**”), and PDL USA Inc., a Delaware corporation (“**Licensee**”).

WITNESSETH:

WHEREAS, STATS is in the business of compiling, analyzing and marketing sports statistical information and related products; and

WHEREAS, Licensee is in the business of, among other things, developing and marketing certain Licensed Platform(s) as defined below; and

WHEREAS, Licensee desires to acquire from STATS the right and license to use certain of STATS’ proprietary information for use on Licensee’s Licensed Platform(s), and STATS is willing to grant such a license to Licensee, upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

(a) “**Effective Date**” shall mean February 11, 2015.

(b) “**Licensed Materials**” shall mean the proprietary data and information described on Exhibit A, attached hereto and licensed to Licensee pursuant to paragraph 2(a) of this Agreement

(c) “**Licensed Platform(s)**” shall mean, collectively, (i) the World Wide Web and Internet site developed, marketed and solely branded by Licensee at the following URL address: www.prodraftleague.com (the “**Site**”), (ii) the daily, weekly, and season long fantasy sports web game developed, owned, operated, maintained and solely branded by Licensee, named “Pro Draft League” available on the Site and (iii) the daily, weekly and season long fantasy sports native game developed, owned, operated, maintained and solely branded by Licensee, named “Pro Draft League” and available to Non-Commercial Users via download to mobile devices.

(d) “**Non-Commercial Users**” shall mean all recipients (whether or not such recipients are paying subscription fees) who use the Licensed Materials solely for non-commercial purposes and shall specifically exclude, without limitation, consumers that would reasonably be expected to have a commercial or business use for the Licensed Materials, such

as professional sports teams, professional sports leagues, agents and republishers (book publishers, magazines, television, radio, etc.).

(e) “**Term**” shall have the meaning set forth in paragraph 3 hereof.

(f) “**Third Party Developer(s)**”, if applicable, shall mean an entity (or entities), other than Licensee, who have been retained by Licensee to perform development services on behalf of Licensee in connection with the rights granted to Licensee herein, and will, in the course of such development work, have access to any portion of the Licensed Materials.

(g) “**Year One**” shall mean the Effective Date through and including September 30, 2015.

(h) “**Year Two**” shall mean October 1, 2015 through and including September 30, 2016.

2. License and Limitations.

(a) Non-Exclusive License. STATS hereby grants to Licensee a non-exclusive license to reproduce, distribute and display the Licensed Materials via the Licensed Platform(s) for editorial and news-related purposes to Non-Commercial Users worldwide during the Term.

(b) Limitations.

(i) The license granted by STATS to Licensee in paragraph 2(a) above shall be strictly limited to the terms of the grant contained in such paragraph and no additional rights or licenses shall be construed or implied thereby. Licensee shall not reproduce, use, distribute or display the Licensed Materials on the Licensed Platform(s) in any manner that may allow for the Licensed Materials to be downloaded, copied or retransmitted.

(ii) The Licensed Materials shall not be combined or displayed in conjunction with any material or service which is obscene, pornographic, defamatory, or otherwise illegal, or in conjunction with an advertisement for any product or service that is obscene, pornographic, defamatory or otherwise illegal, or is disparaging of any sports league. Notwithstanding the foregoing, Licensee shall not be restricted with respect to editorial or opinion content relating to a sports league. The Licensed Materials shall not be used in widgets, public-facing APIs, or in an RSS or similar type of feed. AP- and Getty- attributed photographs shall not be used in a “slide-show” or “photo-gallery” type of display.

(iii) Licensee shall not translate, edit, modify, prepare derivative works of, or otherwise alter the Licensed Materials. Licensee shall not build archival files using the Licensed Materials, or any portion thereof, and no individual component of the AP- or Getty- attributed portions of Licensed Materials, or the entire AP- or Getty- attributed portion of the Licensed Materials, will be held in Licensee’s computers or stored in another medium for more than thirty (30) days. Upon receipt from STATS or Associated Press of a “kill,” “elimination,” “withheld,” or “correction” directive, Licensee will promptly process such directive, and, if applicable, replace affected material and notify users of the changed status of the affected material. Such replacement or notification shall be conspicuous and shall take place promptly by way of publication in any of the following locations, or in any other locations that

STATS and/or AP deem to be appropriate: (i) in the same location as the original material appeared, or (ii) in a location reachable by the same pathways as the original material, or (iii) in a location reachable through a search function, or (iv) in a correction box if provided by AP. Licensee shall not display any material from the Licensed Materials which is labeled or otherwise identified as “advisory,” “on-line out” or “not for publication.” STATS’ ability to license the Licensed Materials to any other parties shall in no way be limited by this Agreement.

(iv) Solely at Getty’s direction, STATS shall have the right to discontinue its provision of the Getty-attributed photos to Licensee, upon five (5) days’ written notice to Licensee, if Licensee does not, or is unable to, make any changes requested by Getty to the Licensed Platform or the manner in which the photos are displayed. In such an event, the parties will discuss, in good faith, a pro-rata reduction in the license fees.

(c) Sublicenses/Syndication, Etc. Licensee shall have no right to sublicense, co-brand, co-market, white label, distribute, syndicate, or in any other manner, make the Licensed Materials available, directly or indirectly, through any means other than as explicitly set forth in this Agreement without the express written permission of STATS.

(d) Unauthorized Use. Any use of the Licensed Materials that is inconsistent with this Agreement shall be considered an “**Unauthorized Use.**” Licensee shall monitor subscriber and Third Party Developer use, and adopt commercially reasonable safeguards intended to prevent the Unauthorized Use of the Licensed Materials. In the event that either party to this Agreement becomes aware that any third party or Third Party Developer is improperly using the Licensed Materials or is about to improperly use the Licensed Materials, including, without limitation, providing or about to provide any Licensed Materials to business or commercial users, such party shall immediately notify the other party of the facts of which it is aware in connection with such actual or potential Unauthorized Use and shall provide the other party with any documents in its possession with respect to same. The parties shall cooperate, at their own expense, to the fullest extent possible and agree to take all actions necessary, including, without limitation, initiating legal proceedings, to eliminate such Unauthorized Use as expeditiously as possible. Licensee shall indemnify and hold STATS harmless from and against any and all costs and expenses, including, without limitation, attorneys' fees and costs, in connection with the actual or potential Unauthorized Use of the Licensed Materials as the result of Licensee or any Third Party Developer’s negligence, gross negligence or willful misconduct.

(e) STATS maintains back-up systems designed to make commercially reasonable efforts to ensure that the Licensed Materials are complete and accurate at the time provided to Licensee. STATS shall not be deemed in breach of this Agreement in the event that it is unable to provide any portion(s) of the Licensed Materials as the direct result of the cancellation of any sporting event(s) or sports league(s). In the event of an outage which results from a failure of the data provided by a sports league or any other third party, STATS shall use its best efforts to provide substantially similar content within a commercially reasonable time frame.

(f) NFL Data. In the event that Licensee disseminates NFL data that does not conform to the Use Restrictions (as set forth in Exhibit B), STATS shall provide written notice to Licensee of such non-compliance (the “**Grid Non-Compliance Notice**”). The Grid Non-Compliance Notice shall specify that Licensee shall have five (5) days (the “Grid Non-Compliance Cure Period”), after receipt of notice, to either: (i) comply with the Grid Restrictions, or, (ii) provide STATS with a written statement certifying that no data supplied by STATS that is not compliant with the Grid Restrictions is used in the NFL data disseminated by Licensee and indicate the alternative source of such data. If after the Grid Non-Compliance Cure Period has expired Licensee has not complied with the foregoing, STATS shall cease to provide NFL real-time data to Licensee until such time as appropriate compliance can be ensured to the reasonable satisfaction of STATS.

(g) NBA Data. With respect to all NBA-related content, the license granted by STATS to Licensee in paragraph 2(a) above shall be subject to the Terms and Conditions set forth on Exhibit C, attached hereto.

3. Term. The term of this Agreement shall commence on the Effective Date and shall terminate on September 30, 2016 (the “**Term**”), unless sooner terminated as provided in this Agreement. Under no circumstance shall Licensee’s failure to use the Licensed Materials affect the start or duration of the Term, or any of Licensee’s payment obligations set forth herein.

4. Fees and Payments.

(a) Licensing Fee. In consideration of the right and license to be provided by STATS to Licensee pursuant to this Agreement, during the Term, Licensee shall pay a total license fee to STATS in the amount of Forty Eight Thousand Dollars (\$48,000.00), due and payable by Licensee to STATS in monthly installments as follows:

(i) During Year One, commencing on April 1, 2015, Licensee shall pay to STATS a monthly license fee in the amount of One Thousand Five Hundred Dollars (\$1,500.00) per month.

(ii) During Year Two Licensee shall pay to STATS a monthly license fee in the amount of Three Thousand Two Hundred Fifty Dollars (\$3,250.00) per month.

(b) API Incremental Fee. The Total License Fee stated above shall cover up to and include five million (5,000,000) API calls from Licensee to STATS per month during the Term (the “**Base**”). In the event that the number of API calls per month exceeds the Base, then Licensee shall pay to STATS an additional fee (the “**API Incremental Fee**”) in the amount of One Thousand Dollars (\$1,000.00) for each additional two million five hundred thousand (2,500,000) API calls per month that exceed the Base. STATS shall provide Licensee with a written invoice (which shall include the number of API calls per month that exceed the Base) for any API Incremental Fee owed. The API Incremental Fee, if applicable, shall be due to STATS thirty (30) days following Licensee’s receipt of the written invoice from STATS.

(c) Late Payments. Any late payments shall bear interest at the rate per annum equal to the lesser of (i) one and one-half percent (1 ½%) per month or (ii) the highest rate permitted under applicable law.

(d) All fees set forth herein are stated net of any applicable taxes. Licensee shall be responsible for payment of any applicable taxes, as well as any fees assessed by Licensee's bank.

5. Reporting Requirements. Licensee shall forward to STATS, within thirty (30) days after the end of each NBA season, a statement setting forth the number of registered users, on a monthly basis, of any NBA-oriented fantasy application.

6. Transfer of the Licensed Materials. The parties agree that they shall use their best efforts to cooperate with each other and provide each other with technical assistance in connection with the transfer to Licensee (or to Licensee's Third Party Developer) of the Licensed Materials. Licensee shall be solely responsible for all of the usual and customary costs in connection with its receipt of the Licensed Materials from STATS.

7. Trademarks, Trade Names and Related Matters.

(a) STATS Name and Trademarks. STATS hereby grants to Licensee a non-exclusive, worldwide license to use STATS' name and logo in connection with the reproduction, distribution and display of the STATS-attributed Licensed Materials on the Licensed Platform(s). Licensee acknowledges STATS' ownership of STATS' name and logo and agrees that any use thereof shall inure to STATS' benefit; that the use thereof shall conform to standards and specifications initially or presently approved by STATS; and to cooperate with STATS in facilitating STATS' control of such usage by supplying to STATS as STATS shall reasonably request, no less than quarterly, specimens of such usage. STATS shall notify Licensee of any failure by Licensee to conform such usage to the standards set forth herein, and Licensee shall have thirty (30) days from receipt of such notice to cure such failure to STATS' approval, such approval not to be unreasonably withheld. If STATS is not satisfied that such failure has been timely cured, and/or upon termination or expiration of this Agreement, Licensee shall cease all use of STATS' name, logo and trademarks.

(b) AP Name and Trademarks. STATS hereby grants to Licensee a non-exclusive, worldwide license to use AP's name and logo in connection with the AP-attributed editorial portions of the Licensed Materials on the Licensed Platform(s). Licensee acknowledges AP's ownership of AP's name and logo and agrees that any use thereof in connection with the AP-attributed editorial portions of the Licensed Materials shall inure to AP's benefit; that the use thereof in connection with the AP-attributed editorial portions of the Licensed Materials shall conform to standards and specifications initially or presently approved by STATS; and to cooperate with STATS in facilitating STATS' control of such usage by supplying to STATS as STATS shall reasonably request, no less than quarterly, specimens of such usage. STATS shall notify Licensee of any failure by Licensee to conform such usage to the standards set forth herein, and Licensee shall have thirty (30) days from receipt of such notice to cure such failure to STATS' approval, such approval not to be unreasonably withheld.

If STATS does not approve that such failure has been timely cured, and/or upon termination or expiration of this license, Licensee shall cease all use of AP's name, logo and trademarks.

(c) Licensee's Name and Trademarks. Licensee hereby grants to STATS a non-exclusive worldwide license to use Licensee's name, logo, and trademarks in connection with STATS' ordinary course of promotional, marketing and press release activities.

(d) STATS and AP Logos. Licensee shall display the STATS logo attached hereto as Exhibit D on all pages/screens of the Licensed Platform(s) and in conjunction with any marketing material that may introduce and/or display the STATS-attributed portions of the Licensed Materials. In addition, Licensee shall also display the AP logo attached hereto as Exhibit D on any page of the Licensed Platform(s) which displays the AP-attributed editorial portions of the Licensed Materials. The size and placement of the STATS and AP logos shall be mutually agreed upon by the parties before such use commences. STATS' logo shall be clickable to the following URL: www.stats.com.

(e) Copyright Notice.

(i) With respect to the statistical portions of the Licensed Materials, Licensee agrees to display the following copyright notice in connection with all uses of these portions of the Licensed Materials (including on all pages/screens of the Licensed Platform(s) that display or use these portions of the Licensed Materials, or any portion thereof, in any manner): "Copyright xxxx [where xxxx denotes the current year] by STATS. Any commercial use or distribution without the express written consent of STATS is strictly prohibited."

(ii) With respect to the textual portions of the Licensed Materials and non-NBA photographs, Licensee agrees to display the following copyright notice in connection with all uses of these portions of the Licensed Materials (including on all pages/screens of the Licensed Platform(s) that display or use these portions of the Licensed Materials in any manner): "Copyright xxxx [where xxxx denotes the current year] by STATS and Associated Press. Any commercial use or distribution without the express written consent of STATS and Associated Press is strictly prohibited."

(iii) With respect to NBA photographs, Licensee agrees to display the following copyright notice in connection with all uses of these portions of the Licensed Materials (including on all pages/screens of the Licensed Platform(s) that display or use these portions of the Licensed Materials in any manner): "Copyright xxxx [where xxxx denotes the current year] Getty Images."

(f) Credits. Licensee shall also display the credit or attribution provided by STATS with respect to each item, or portions thereof, of the editorial portions of the Licensed Materials, which will be substantially in the form of:

(i) For text: [Writer's byline], STATS Writer; or [Writer's byline], Associated Press Writer; or (AP) or By The Associated Press, [Writer's byline].

(ii) For non-NBA photos: Visual representation of "AP" logo on picture or immediately below adding AP Photo/[Photographer's byline].

(iii) For NBA photos: Photo by [Photographer's byline]/NBAE via Getty Images; or Photo by [Photographer's byline]/Getty Images.]

8. Representations and Warranties.

(a) By STATS.

(i) STATS represents and warrants that it has full power and authority to enter into this Agreement and to consummate the transactions contemplated herein, and that it shall act in accordance with all applicable laws in performing its obligations and exercising its rights under this Agreement;

(ii) STATS represents and warrants that it has all necessary right, title and/or license to the Licensed Materials, and that the Licensed Materials shall not infringe upon the intellectual property rights or any other proprietary rights of any third party; and

(iii) STATS represents and warrants that it has participated with, at its option, the advice and benefit of counsel, in the preparation of this Agreement.

(b) By Licensee.

(i) Licensee represents and warrants that it has full power and authority to enter into this Agreement and to consummate the transactions contemplated herein, and that it shall act in accordance with all applicable laws in performing its obligations and exercising its rights under this Agreement;

(ii) Licensee represents and warrants to STATS that Licensee shall be solely responsible for obtaining any third-party licenses as may be required in connection with Licensee's use of the Licensed Materials herein, including, but not limited to, marketing, advertising and promotional activities; and

(iii) Licensee represents and warrants that it has participated with, at its option, the advice and benefit of counsel, in the preparation of this Agreement.

9. Disclaimer of Implied Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, STATS DOES NOT MAKE ANY, AND STATS SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. Termination or Suspension of Agreement.

(a) STATS may:

(i) in the event of an Unauthorized Use of the Licensed Materials by Licensee or any Third Party Developer (aa) immediately terminate the Agreement, or (bb) suspend its provision of the Licensed Materials to Licensee; and

(ii) terminate the Agreement fourteen (14) days following the failure of Licensee to make any payment hereunder when due and such payment is not made during said fourteen (14)-day period.

(b) Either party may:

(i) terminate the Agreement thirty (30) days following written notice of a breach by the other party of any provision of this Agreement (other than with respect to

Unauthorized Use and payment obligations, as set forth in subparagraphs (a)(i) and (a)(ii), above) if such breach is not cured within said thirty (30)-day period, or if such breach is not susceptible to cure within thirty (30) days, the breaching party fails to make commercially reasonable efforts to commence the cure of such breach within said thirty (30)-day period and to diligently proceed to cure such breach within ninety (90) days after the written notice; and

(ii) terminate the Agreement immediately following written notice that a receiver has been appointed for the other party of its property (and the appointment of such receiver is not terminated), the other party has become insolvent or unable to pay its debts as they mature, the other party has made an assignment for benefit of creditors or any proceedings have been commenced by or against the other party under any bankruptcy, insolvency or other similar law (and such proceedings are not dismissed within sixty (60) days following commencement thereof).

(c) by STATS, upon written notice to Licensee in the event that STATS receives any notice that the Licensed Platform(s), or any activity or component thereof, violates applicable law, or in the event that STATS reasonably believes, in its good faith discretion, that the Licensed Platform(s) or any activity or component thereof, violates applicable law.

11. Obligations Upon Termination.

(a) Post-Termination Payments. The termination of this Agreement shall not relieve Licensee of its obligations to account for and pay to STATS any sums due hereunder. In addition, if this Agreement is terminated as a result of a breach hereof by Licensee, or any Third Party Developer, any and all fees and payments shall accelerate and become immediately due and payable in full to STATS.

(b) Additional Post-Termination Obligations. Following the expiration of the Term of this Agreement or the earlier termination of the Agreement for any reason, each party shall return to the other or shall destroy all documents, material and information with respect to any confidential or proprietary information of the other (in any format as such information may exist), including, without limitation, Licensee and any Third Party Developer, if applicable, shall return to STATS or destroy the Licensed Materials, and shall ensure that its Third Party Developer has similarly returned or destroyed the Licensed Materials. Immediately upon destruction of any confidential or proprietary information, Licensee shall provide STATS with an affidavit signed by an officer or legal representative of Licensee denoting the documents, materials and information destroyed, the manner of destruction, and the date of the destruction. Licensee shall also provide STATS with an affidavit signed by an officer or legal representative of the Third Party Developer denoting the documents, materials and information destroyed, the manner of destruction, and the date of destruction. Upon such expiration or termination, each party shall cease any and all use, reproduction, marketing, and distribution of the trademarks, trade names, service marks, patents or other intellectual and personal property of the other.

12. Confidential Information. The parties agree that during and after the Term they shall not, except for purposes of this Agreement, use for their own benefit or for the benefit of any person, firm, corporation or other entity, any secret or confidential information, solicitation methods, confidential pricing information or any other data pertaining to their respective

businesses, or any affiliates thereof, their respective financial affairs or any other information obtained hereunder regarding each other not generally known within their respective trades, or as a matter of public knowledge or patent, trademark, trade name, service mark, copyright or other intellectual property of the other (collectively, the “**Confidential Information**”) except as authorized by this Agreement. Licensee agrees that it shall take reasonable steps to ensure that its employees and agents and any Third Party Developer, if applicable, do not communicate, grant, disburse or transmit in any way whatsoever to any third party or parties the Licensed Materials or the Confidential Information without the prior written consent of STATS, except as explicitly permitted pursuant to this Agreement.

13. Force Majeure. Neither of the parties shall be deemed in default of this Agreement to the extent that performance of its respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, shortage of materials or supplies, act of terror, act of third parties, or any other case beyond the reasonable control of such party, provided that the party interfered with gives the other party written notice thereof within ten (10) business days of any such event or occurrence.

14. Hold Harmless.

(a) By STATS. STATS hereby agrees to defend, indemnify, save and hold harmless Licensee, its shareholders, directors, officers, employees, agents, successors, assigns and other representatives from and against any and all claims, liability, loss, damage, cost and expense (including reasonable attorneys’ fees and litigation costs), arising out of or relating to (i) STATS’ negligent or willful misconduct, or (ii) any breach or default by STATS of any representation, warranty, duty or obligation contained in this Agreement or any Attachment or Exhibit hereto.

(b) By Licensee. Licensee hereby agrees to defend, indemnify, save and hold harmless STATS, its shareholders, directors, officers, employees, agents, successors, assigns and other representatives from and against any and all claims, liability, loss, damage, cost and expense (including reasonable attorneys’ fees and litigation costs), arising out of or relating to (i) Licensee’s negligent or willful misconduct, or (ii) any breach or default by Licensee of any representation, warranty, duty or obligation contained in this Agreement or any Attachment or Exhibit hereto, or (iii) any negligent or willful misconduct of Licensee’s Third Party Developer, or any other conduct of Licensee’s Third Party Developer which is in violation of any of the terms of this Agreement.

15. Limitation of Liability. Notwithstanding anything herein to the contrary, under no circumstances shall STATS be liable for any special, consequential or incidental damages in connection with its obligations under this Agreement, and in any event, the liability of STATS for any act of negligence or breach of this Agreement shall not exceed the amount paid by Licensee to STATS in connection with this Agreement during the twelve (12) month period immediately preceding the date of any claim by Licensee against STATS

substantially all of its assets, provided that the assignee agrees to be bound by all of the terms and conditions of this Agreement.

20. Press Release. Within thirty (30) days after the Effective Date of this Agreement, the parties may separately or mutually issue a press release containing language agreed upon by the parties announcing that the parties have entered into a business relationship as contemplated herein.

21. Miscellaneous.

(a) Choice of Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. The parties hereto irrevocably agree that all actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement shall be litigated only in courts having situs within Cook County, Illinois. Each party hereby consents and submits to the exclusive jurisdiction of any local, state or federal court located within Cook County, Illinois and waives any right such party may have to transfer the venue of any such litigation. Each party waives any right to trial by jury on any action or proceeding to enforce or defend any rights under this Agreement. The prevailing party or parties in any such litigation shall be entitled to recover from the other party all costs and expenses, including without limitation reasonable attorneys' and paralegals' fees incurred by such party in connection with such litigation.

(b) Non-Waiver. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent or additional breach.

(c) Entire Agreement; Construction. This Agreement supersedes any and all other agreements and understandings heretofore existing between the parties with respect to the subject matter hereof. This Agreement contains the entire agreement of the parties concerning the subject matter hereof and may be amended, modified, or changed only by an agreement in writing signed by each of the parties. For the avoidance of doubt, as of 11:59 prevailing Eastern Time on March 31, 2015, the agreement between The Computer Information Network, Inc. d/b/a "The Sports Network" and Pro Draft League dated October 1, 2014 is hereby terminated. For the avoidance of doubt, all terms and conditions set forth in any purchase order sent to STATS by Licensee shall be deemed null and void, irrespective of whether such purchase order was sent to STATS before or after the execution of this Agreement. In addition, the parties have jointly prepared and/or approved the language of the provisions of this Agreement and should any dispute arise concerning the interpretation of any provision hereof, neither party shall be deemed the drafter nor shall any such language be presumptively construed in favor of or against either party. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement.

(d) Severability. The provisions of this Agreement shall be severable, and the invalidity of any provision shall not affect the validity of the other provisions.

(e) Survival. Paragraphs 2(d), 8, 9, 11, 12, 14, 15, 16, 17, and 21, and any other provision necessary for the interpretation thereof or which by its terms is to continue beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

(Remainder of page intentionally left blank)

(f) Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same document. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction will be given the same legal force and effect as a signed writing.

ACCEPTED AND AGREED:

PDL USA Inc.

By: Mark Tadros

Its: CEO

Signature: /s/ Mark Tadros

Date: April 11, 2015

STATS LLC

By: Gary Walrath

Its: CEO

Signature: /s/ Gary Walrath

Date: May 12, 2015

EXHIBIT A
Licensed Materials

National Football League (NFL)

LIVE EVENT DATA—For the current preseason, regular season, and postseason

- Scores and line scores for in-progress or concluded games
- Schedule for games that have yet to be played
- Box scores for in-progress or concluded games
- Play-by-play for in-progress or concluded games (preseason data does not update post-game)
- Drive charts for in-progress or concluded games (preseason data does not update post-game)
- NFL Inactives List

Updates: Scores, box scores, and play-by-play update each time an event occurs. Drive chart data updates at change of possession or end of drive as per NFL grid restrictions. Schedules update daily.

DEPTH CHARTS

- Depth charts by position for each team
- Data for players on one team only may be requested

Updates: Once a week and as warranted.

EDITORIAL

- All headlines for the current season, updates every 30 minutes
- Previews for each regular and postseason game, usually 2-3 days prior to the game date
- Recaps for each game, available one hour after game is final
- Spans regular season and postseason games
- League news updates as available
- Images available with select stories/previews/recaps

Updates: As noted above.

INJURIES

- Official weekly injury reports as well as players on injured reserve
- In-depth information on players who are missing time due to injury, suspension, or some other cause.
- Injuries may be requested for a single player, a single team, or the entire league.
- Injuries may be requested for a specific date range.

Updates: As injury news warrants.

ODDS

- Odds information for current and upcoming games
- Odds may be requested for the entire league, a single teams, or a single game

Updates: As warranted/available

PARTICIPANTS

- Statistical biographical information for players currently on a roster or who have played in the current season.
- Information may be requested for a single player, a single team's roster, all team rosters within the league, all free agents, or all players named to a Pro Bowl roster.

Updates: Daily.

PLAYER NEWS

- Player news and notes
- News and notes may be requested for a single player, all players on a team, or the entire league.
- News and notes may be requested for the entire season or a specific date range.

Updates: Several times a day (as news warrants).

PRACTICE REPORTS

- Weekly practice reports
- Practice reports may be requested by game, team, or player

Updates: At least three times a week – Wednesday, Thursday, and Friday – each day typically by 7pm ET.

STANDINGS—For the current preseason, regular season, and postseason

- Team standings including various breakdowns (home/road, conference record, division record, etc.)
- Teams may be ranked by conference or wild-card standing if requested.

Updates: Shortly after each game ends.

STATISTICS—For the current preseason, regular season, and postseason

- Season-to-date player statistics
- Season-to-date team statistics
- Player statistics for a single game
- Team statistics for a single game
- Player game-by-game statistics
- Team game-by-game statistics
- Season-to-date player statistics for various splits (home/road, day/night, etc. for regular and postseason only)
- Season-to-date team statistics for various splits (home/road, day/night, etc. for regular and postseason only)
- Season-by-season player career statistics for active players (for regular and postseason only)

Updates: Once a day, overnight.

TRANSACTIONS

- All transactions for the current season
- Transactions may be requested for a single player, a single team, or the entire league
- Transactions may be requested for a specific date range

Updates: After transactions are made official by the league.

Major League Baseball (MLB)

LIVE EVENT DATA—For current preseason games involving two MLB teams, regular season, and postseason

- Scores and line scores for in-progress or concluded games
- Schedules for games that have yet to be played, including scheduled starters
- Box scores for in-progress or concluded games (in-progress for regular and postseason only)
- Play-by-play for in-progress or concluded games (for regular and postseason only)

Updates: Scores, box scores, and play-by-play update each time an event occurs in regular and postseason games. Scores updated after each inning for preseason games. Schedules update daily.

DEPTH CHARTS

- Depth charts by position for each team
- Data for players on one team only may be requested

Updates: Once a week and as warranted

EDITORIAL

- All headlines for the current season, updates every 30 minutes
- Previews for each regular and postseason game, created by 6:00am on the day of the game
- Recaps for each game, available one hour after game is final
- Spans regular season and postseason games
- League news updates as available
- Images available with select stories/previews/recaps

Updates: As noted above

INJURIES

- In-depth information on players who are on the disabled list or day-to-day with an injury
- Injuries may be requested for a single player, a single team, or the entire league
- Injuries may be requested for a specific date range

Updates: As injury news warrants.

ODDS

- Odds information for current and upcoming games
- Odds may be requested for the entire league, a single teams, or a single game

Updates: As warranted/available

PARTICIPANTS

- Statistical biographical information for players currently on a roster or who have played in the current season.
- Information may be requested for a single player, a single team's roster, all team rosters within the league, all free agents, or all players named to an All-Star roster.

Updates: Daily.

PLAYER NEWS

- Player news and notes
- News and notes may be requested for a single player, all players on a team, or the entire league.
- News and notes may be requested for the entire season or a specific date range.

Updates: Several times a day (as news warrants).

STANDINGS—For the current preseason, regular season, and postseason

- Team standings including various breakdowns (home/road, day/night, division record, etc.)
- Teams may be ranked by wild-card standing if requested.

Updates: Shortly after each game ends.

STATISTICS—For the current preseason, regular season, and postseason

- Season-to-date player statistics
- Season-to-date team statistics
- Player statistics for a single game
- Team statistics for a single game
- Player game-by-game statistics
- Team game-by-game statistics
- Season-to-date player statistics for various splits (home/road, day/night, etc. for regular and postseason only)
- Season-to-date team statistics for various splits (home/road, day/night, etc. for regular and postseason only)
- Season-by-season player career statistics for active players (for regular and postseason only)

Updates: Once a day, overnight.

TRANSACTIONS

- All transactions for the current season
- Transactions may be requested for a single player, a single team, or the entire league.
- Transactions may be requested for a specific date range.

Updates: After transactions are made official by the league.

National Basketball Association (NBA)

LIVE EVENT DATA—For current preseason games involving two NBA teams, regular season, and postseason

- Scores and line scores for in-progress or concluded games
- Schedules for games that have yet to be played
- Box scores for in-progress or concluded games
- Play-by-play for in-progress or concluded games
- Shot chart data for in-progress or concluded games

Updates: Scores, box scores, play-by-play, and shot charts update each time an event occurs. Schedules update daily.

DEPTH CHARTS

- Depth charts by position for each team
- Data for players on one team only may be requested

Updates: Once a week and as warranted

EDITORIAL

- All headlines for the current season, updates every 30 minutes
- Previews for each regular and postseason game, 1-2 days prior to the game date
- Recaps for each game, available one hour after game is final
- Spans regular season and postseason games
- League news updates as available
- Images available with select stories/previews/recaps

Updates: As noted above, with the exception being previews are only available after the conclusion of a team's previous game if playing on consecutive days

INJURIES

- Information on player injuries.
- Injuries may be requested for a single player, a single team, or the entire league.
- Injuries may be requested for a specific date range.

Updates: As injury news warrants.

ODDS

- Odds information for current and upcoming games
- Odds may be requested for the entire league, a single teams, or a single game

Updates: As warranted/available

PARTICIPANTS

- Statistical biographical information for players currently on a roster or who have played in the current season
- Information may be requested for a single player, a single team's roster, all team rosters within the league, all free agents, or all players named to an All-Star roster

Updates: Daily.

PLAYER NEWS

- Player news and notes
- News and notes may be requested for a single player, all players on a team, or the entire league
- News and notes may be requested for the entire season or a specific date range

Updates: Several times a day (as news warrants).

STANDINGS—For current preseason and regular season

- Team standings including various breakdowns (home/road, conference record, division record, etc.)
- Teams may be ranked by conference standing instead of by division if requested.

Updates: Shortly after each game ends.

STATISTICS—For current preseason, regular season, and postseason

- Season-to-date player statistics
- Season-to-date team statistics
- Player statistics for a single game
- Team statistics for a single game
- Player game-by-game statistics
- Team game-by-game statistics
- Season-to-date player statistics for various splits (home/road, versus opponents, etc. for regular and postseason only)
- Season-to-date team statistics for various splits (home/road, versus opponents, etc. for regular and postseason only)
- Season-by-season player career statistics for active players (for regular and postseason only)

Updates: Once a day, overnight.

TRANSACTIONS

- All transactions for the current season
- Transactions may be requested for a single player, a single team, or the entire league
- Transactions may be requested for a specific date range

Updates: After transactions are made official by the league.

National Hockey League (NHL)

LIVE EVENT DATA – For the current preseason games involving two NHL teams, the regular season and postseason

- Scores and line scores for in-progress or concluded games
- Schedules for games that have yet to be played
- Box scores for in-progress or concluded games

- Play-by-play for in-progress or concluded games (preseason data does not update post-game)

Updates: Scores, box scores, and play-by-play update each time an event occurs. Schedules update daily.

DEPTH CHARTS

- Depth charts by position for each team (not line combinations)
- Data for players on one team only may be requested

Updates: Once a week and as warranted

EDITORIAL

- All headlines for the current season, updates every 30 minutes
- Previews for each regular and postseason game, 1-2 days prior to the game date
- Recaps for each game, available one hour after game is final
- Spans regular season and postseason
- League news updates as available
- Images available with select stories/previews/recaps

Updates: As noted above, with the exception being previews are only available after the conclusion of a team's previous game if playing on consecutive days

INJURIES

- Information on player injuries
- Injuries may be requested for a single player, a single team, or the entire league
- Injuries may be requested for a specific date range

Updates: As injury news warrants.

ODDS

- Odds information for current and upcoming games
- Odds may be requested for the entire league, a single teams, or a single game

Updates: As warranted/available

PARTICIPANTS

- Statistical biographical information for players currently on a roster or who have played in the current season
- Information may be requested for a single player, a single team's roster, all team rosters within the league, all free agents, or all players named to an All-Star roster

Updates: Daily.

PLAYER NEWS

- Player news and notes
- News and notes may be requested for a single player, all players on a team, or the entire league
- News and notes may be requested for the entire season or a specific date range

Updates: Several times a day (as news warrants).

STANDINGS—For current preseason and regular season

- Team standings including various breakdowns (home/road, conference record, division record, etc.)
- Teams may be ranked by conference standing instead of by division if requested

Updates: Shortly after each game ends.

STATISTICS—For current preseason, regular season, and postseason

- Season-to-date player statistics
- Season-to-date team statistics
- Player statistics for a single game
- Team statistics for a single game
- Player game-by-game statistics
- Team game-by-game statistics
- Season-to-date player statistics for various splits (home/road, versus opponents, etc. for regular and postseason only)
- Season-to-date team statistics for various splits (home/road, versus opponents, etc. for regular and postseason only)
- Season-by-season player career statistics for active players (for regular and postseason only)

Updates: Once a day, overnight

TRANSACTIONS

- All transactions for the current season
- Transactions may be requested for a single player, a single team, or the entire league.
- Transactions may be requested for a specific date range.

Updates: After transactions are made official by the league.

Format: JSON

Delivery Method: REST API (pull)

Frequency: As noted above

Initial Delivery Date: STATS delivered links to the Licensee on February 11, 2015.

EXHIBIT B
NFL Use Restrictions

Display and dissemination of the licensed materials covering the NFL shall be limited as follows:

Real-time Data Feed Restrictions for NFL Game Day Data

	<i>Anytime</i>	<i>Five (5) Minute Intervals</i>	<i>Change of Possession or End of Drive</i>	<i>After Quarter</i>	<i>End of Game</i>	<i>End of NFL Broadcast Day</i>
<i>Score</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Most recent Scoring Play</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Time Remaining</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Record Setting Individual & Team Achievements</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Down/Distance</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Ball Position</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>List of Scoring Plays</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Team Stats</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Individual Stats</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Box Score</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Key Plays</i>			<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Drive Chart</i>			<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>
<i>Play-by-Play</i>			<i>x</i>	<i>x</i>	<i>x</i>	<i>x</i>

“x” denotes when the data may be displayed as part of the television application, internet, and/or other service.

Any use of the above game data on television within an application used for purposes of video simulation of an NFL game by entities other than the NFL’s television broadcast partners while any NFL game is in progress must be approved in writing by NFL.

Play-by-Play shall mean the chronological listing of the actions taken in each play of the game.

EXHIBIT C
NBA Terms & Conditions

With respect to the NBA portion of the Licensed Materials (the “**NBA Data**”) described in Exhibit A, Licensee agrees to comply with the following additional Terms and Conditions:

1. Licensee shall not use or refer to any sponsor or commercial identification in connection with the NBA Data, or any portion thereof, (e.g., “NBA scores brought to you by [sponsor]” or “[sponsor’s] NBA Update”) however, Licensee may accept third-party advertising on pages on which NBA Data is presented;
2. Licensee shall not use or refer to the NBA Data (or any portion thereof) in connection with, or in combination with, any illegal activity including without limitation, illegal gambling, and shall not use or refer to the NBA Data (or any portion thereof) in connection with, or in combination with, a legal gambling activity unless the NBA Data is used together with in-progress data from at least two other major sports (including the NFL);
3. Licensee shall not use or refer to the NBA Data (or any portion thereof) in connection with, or in combination with:
 - (i) any multi-sport paid or subscription service, unless such service treats equitably all major sports included in the service (e.g. a situation where users are charged a fee to view the NBA Data but not NFL-related content is prohibited), or such service has been licensed separately by NBA Media Ventures, LLC (“NBAMV”) or one of its affiliates; or
 - (ii) any NBA-only paid or subscription service, unless such service has been licensed separately by NBAMV or one of its affiliates;
4. If client-operated fantasy game: Licensee shall not use the NBA Data in connection with, or in combination with, any electronic trading cards, unless such electronic trading cards have been licensed separately by NBAMV or one of its affiliates, and Licensee acknowledges that the distribution of the NBA Data in connection with the fantasy game has been authorized by NBAMV and is without prejudice to, and will have no bearing on, whether or not a license is required under law for any future use of NBA Information in connection with, or combination with, any fantasy game or application;
5. Licensee shall not use the NBA Data in connection with, or in combination with, any product or service that utilizes NBA/WNBA/D-League marks, logos, player likenesses and/or other NBA/WNBA/D-League intellectual property assets unless such product or service has been licensed separately by NBAMV or one of its affiliates;
6. Licensee shall not use the NBA Data in connection with any product or service that presents an animated game (or game element) depiction or a near-live play-by-play account, unless such product or service has been licensed separately by NBAMV or one of its affiliates, but Licensee is not precluded from the use of the NBA Data in the display of scores and statistics in the same form in which the NBA Data was provided to Licensee by STATS (i.e. a screen crawl or live box score); and
7. Licensee shall not use the NBA Data in a manner that suggests or implies a relationship between NBAMV, the NBA, the WNBA, the D-League, any NBA, WNBA or D-League team, and/or NBA, WNBA or D-League player, on the one hand, and any person or entity, on the other, without the prior written approval of NBAMV.

EXHIBIT D
Logos



Note:

Color is an integral part of these logos. STATS will make available electronic files of the logos with the proper colors.