

## LICENSE AGREEMENT

This License Agreement (this "Agreement"), dated as of **May 29, 2013** (the "Effective Date"), is entered into by and between **XML Team Solutions, LLC and its Icon Sports Media division** ("Company") and **Pro Draft League, Inc.** ("Client").

### RECITALS

WHEREAS, Company receives sports information, including but not limited to sports scores, schedules, standings, statistics, news (collectively, the "Textual Content"); and photographs (the "Image Content") via XML and image feeds from various content providers (collectively, the "Providers"), develops fantasy sports games (the "Games"), and creates or acts as the representative of other original sports-related content as well (collectively, the "Content"); and

WHEREAS, Company will normalize the Content into the SportsML format (the open, global XML standard for the interchange of sports data) or into standard metadata-containing image formats and deliver the Content to Client (the "Delivery Services") and/or host the Content for Client on a Client-branded website (the "Hosting Services"), in accordance with the terms set forth in this Agreement and as further described in Exhibit A, attached hereto and made a part hereof (the Delivery Services and the Hosting Services, collectively, the "Services").

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

#### Section 1. Grant of License.

(a) Subject to the payment of applicable fees in Exhibit A, Company hereby grants Client a limited, worldwide, non-exclusive, non-transferable, non-sublicensable license during the Term (defined in Exhibit A) to (i) use the Content in accordance with the terms of this Section 1 and (ii) use Company's software and technologies delivered to Client (the "Technology") in order to receive, store, format, and display the Content for the purposes and in the manner set forth herein. Except when source code is provided by Company, Client may not reverse engineer, decompile or disassemble the Technology. All rights not expressly granted to Client hereunder are reserved to Company.

(b) When receiving Content via the Delivery Services, Client may format the Content, including, but not limited to, displaying portions of the Content, adapting the Content for wireless and/or audio devices, crop Image Content, and otherwise modifying the "look-and-feel" and layout of Textual Content. Client agrees not to rotate, alter (other than cropping), change or tamper with, either manually or electronically, Image Content without express written permission from Company. In all cases, Client shall maintain the editorial integrity of the Content. Image Content may not be used as a trademark, or for any pornographic or unlawful purpose or use of any kind. Client may not publish or distribute the Content in either the same SportsML or high-resolution digital image format that is supplied by Company, or in another format that has the same metadata emphasis and design goals as SportsML. However, Client may publish formatted renditions of the Content only under the Client-owned labels listed on Exhibit A. Client agrees to use its best efforts to prevent unauthorized copying or distribution of the Content and the Technology. Client agrees to immediately notify Company once it is made aware of or suspects that any third party is wrongfully using the Content, in whole or in part, or is violating any of Company's intellectual property rights, including, but not limited to, its trademarks and copyrights.



(c) When receiving Content via the Delivery Services, Company grants archive rights to Client for the Content while Client maintains a current subscription for the Content and is not in breach of this Agreement. Upon the expiration of the Term, Company grants an extended license for archive rights of Content to Client in perpetuity, in accordance with the license grant and scope set forth in this Section 1, provided that Client adheres to the license scope and restrictions in this Section 1 and Section 3. In the event Client breaches this Agreement, and does not cure such breach within thirty (30) days of receiving notification from Company, then all archive rights provided hereunder to Client shall cease immediately and Client shall delete all Content and Technology in its possession.

## Section 2. Company's Obligations.

### (a) For Delivery Services:

(i) Company will perform the Delivery Services described on Exhibit A.

(ii) Company will provide for electronic delivery to Client of the Technology, as set forth in Exhibit A, and will provide assistance reasonably requested by Client to ensure that the Technology performs properly.

(iii) Company will parse, normalize (into the SportsML format), and deliver the Content to Client. In the event that Providers adjust, enhance, or otherwise change their formats, Company will perform reasonable maintenance and keep Client apprised in a timely fashion of adjustments deemed by Company to be necessary for Client to perform in order to ensure the consistent reasonable processing of the SportsML feed.

(b) For Hosting Services: Company will produce and host on its servers an online customized and branded version of Content for use on Client's websites as specified on Exhibit A. The Content may not be made available by Client on other websites without Company's prior written consent. There will be an acknowledgement at the bottom of each branded page indicating Company as the source of the Content. Client may promote the Content as an extension of Client's sports content.

(c) General. Company will maintain delivery and hosting of the Content for a minimum of 97.5% uptime per month, exclusive of any scheduled maintenance or failure due to a Force Majeure Event (defined in Section 9(c) herein). Company represents that Image Content will contain the following photo credit: "[Photographer's Name]/[Third-Party Image Partner, if any/Icon SMI]" or as otherwise specified on Company's documentation pages. Any changes in photo credit format shall be communicated in writing by Company to Client.

## Section 3. Client's Obligations.

(a) Client shall pay any Setup Fee (defined in Exhibit A) immediately upon signing this Agreement. Client shall pay any Monthly Delivery Fee or Monthly Hosting Fee (defined in Exhibit A) in accordance with the provisions therein, irrespective of whether Client shall use the Content or the Technology in any way during the Term. The prices do not include taxes and Client will be responsible for any federal, state, provincial, local, international and other taxes, duties, and fees required by law (exclusive of Company's income taxes), including, but not limited to, sales, use, excise and value added taxes, import duties, and customs fees imposed under by any federal, state, provincial, local, international or other taxing jurisdiction, related to this Agreement or the products or services provided under this Agreement. Any exemption claimed must be supported by proper documentary evidence delivered to Company.

(b) Client shall (i) keep its username and password for Company's servers confidential and (ii) exert its best efforts to prevent unauthorized usage of its account and notify Company immediately in the event of unauthorized usage or access to its account.

(c) Client shall notify Company promptly of any significant errors detected in the Content, and will promptly implement software corrections provided by Company, if required by Company.



(d) Client hereby agrees to: (i) display the copyright notice specified by Company in connection with the Content; (ii) attribute Providers and Company as the source of the Textual Content, as applicable, and as described further in (g) below; (iii) maintain any photo credit appearing on any Image Content, and place the photo credit underneath or alongside the photo, or as approved by Company; (iv) use Image Content solely in contexts that are editorial in nature; (v) maintain within the electronic metadata embedded inside Image Content the copyright notice, name of Company or its relevant image-licensing division, and image ID number as supplied within original delivered Image Content; and (vi) impose restrictions on Client's users and subscribers prohibiting transmitting, framing, reproducing, distributing or copying the Content.

(e) In the event that Client shall format or prepare presentations or renditions of the Content, then Client shall maintain the editorial integrity of the Content.

(f) Client will comply with all rules and procedures applicable to Games provided by Company to Client.

(g) Client will, where feasible, add a line of attribution at the bottom of pages or presentations of the Textual Content, for example: "Content Copyright 201?, [insert Provider name here]. Distributed by XML Team Solutions." In online environments, hyperlinks for the provider's home website and [www.xmlteam.com](http://www.xmlteam.com) should be added around the respective names. The location for such attribution can be modified in situations where such attribution would interfere with content presentation (for example, in mobile environments, in certain print-only contexts, etc.). Client agrees to contact Company if their publishing contexts fall into such an exception-worthy category.

Section 4. Confidentiality. Each party acknowledges that, during the course of this Agreement, Confidential Information (as such term is defined herein) shall be disclosed to the other party. Neither party shall use the Confidential Information of the other party except as necessary for the performance of this Agreement or disclose such Confidential Information to anyone other than such party's employees, directors, officers, agents, attorney, or accountants, who need to know such Confidential Information to fulfill that party's rights and obligations under this Agreement and who are bound by non-disclosure restrictions no less protective than as provided herein. All Confidential Information shall be returned to the disclosing party (or destroyed, at the disclosing party's option) immediately upon termination or expiration of this Agreement, or at the reasonable request of the disclosing party. "Confidential Information" shall mean any proprietary or confidential information, including, without limitation, any specifications, designs, software, source code, plans or any other information relating to research, work in progress, engineering, marketing or business plans, or financial matters, customer lists, subscriber lists, present or future products and services, sales, clients, employees, investors or business, whether in written, oral, graphic or electronic form, and shall include the terms of this Agreement. Confidential Information shall not include information that the receiving party can demonstrate (i) was known to the receiving party at the time of disclosure, (ii) is independently developed by the receiving party without use of the Confidential Information, (iii) becomes part of the public domain through a source other than the receiving party, either at the time of disclosure or thereafter, (iv) is subsequently learned from a third party not under a confidentiality obligation to the providing party, or (v) comprises materials whose disclosure is required by law, statute, regulation or the order of a court of competent jurisdiction, provided that the receiving party shall first notify the disclosing party, and also make reasonable efforts, at the disclosing party's expense, to obtain confidential treatment, a protective order, or other such appropriate relief. The receiving party acknowledges that breach of this Section would result in irreparable harm to the disclosing party for which money damages would be an insufficient remedy, and therefore that the disclosing party shall be entitled to seek injunctive relief to enforce the provisions of this Section.

#### Section 5. Termination and Effects of Termination.

(a) Either party may terminate this Agreement if the other party breaches any material provision of this Agreement, thirty (30) days following the breaching party's receipt of written notification of the



breach from the non-breaching party if the breach has not been cured within such thirty (30) day period. Additionally, a party may immediately terminate this Agreement, upon written notice to the other party, if such other party is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without the other party's consent, if the other party assigns substantially all of its property or assets to its creditors or performs any other act of bankruptcy or if the other party becomes insolvent and cannot pay its debts when they are due.

(b) Effects of Termination. Upon termination or expiration of this Agreement for any reason:

(i) each party shall comply with its obligations under Section 4 (Confidentiality) to return or destroy the other party's confidential information;

(ii) Client shall remit all payments due and owing under this Agreement within thirty (30) days of the date of termination;

(iii) Client shall cease use of the Content and Technology except in accordance with any extended license granted by Company pursuant to Section 1(c); and

(iv) Company shall cease to provide the Services to Client.

#### Section 6.

(a) Ownership of Intellectual Property Rights. Client hereby agrees and acknowledges that, except for the license granted in Section 1 hereof, Company and/or its licensors retain exclusive ownership in and to the Technology and the Content, whether now existing or hereafter arising, including without limitation all ownership rights under patents, copyrights, trademarks and trade secrets. Except for photo credits as required above, Client may not use the trade names, trademarks, logos, or service marks of Company without express prior written permission.

(b) Client Trademarks and Customer Data. Client hereby grants Company a license to use and display Client's trademarks, and any other content that may be provided by Client to Company, as necessary in the performance of the Hosting Services. Client shall own all information and data provided by Client's users via the Hosting Services ("Customer Data"). Company will make available such Customer Data to Client upon request. Company shall not sell, disclose, or provide to any third party, Customer Data without the prior written consent of Client and such Client user, unless required by law or court order. Company will comply with the terms of Client's privacy policy, provided that a copy of such policy has been delivered to Company, with respect to Customer Data. The Client branded website will clearly notify Client's users that the website is operated by Company and of the privacy policy that applies to information and data collected. Client will comply with Client's privacy policy and all privacy laws and regulations applicable to the Customer Data.

#### Section 7. Indemnifications.

(a) Company will indemnify, defend and hold harmless Client, from and against every claim, allegation, damage, liability and obligation, including without limitation reasonable attorneys' fees and court costs (collectively, "Losses"), to the extent such Losses are awarded by a court of competent jurisdiction related to any third party claim that the Content or Technology infringes, violates or misappropriates any third party's copyright, U.S. patent, or trademark, provided, however, that Company will have no indemnification obligations for claims arising from (i) modifications of the Content or Technology made by Client or its agents, employees, representatives, or clients, (ii) use of the Content or Technology with components or elements not provided or authorized by Company, (iii) components or elements of the Content or Technology licensed from third parties, or (iv) use of the Content or Technology in a manner not authorized under this Agreement. If there are any claims of infringement



relating to the Content or Technology, Company may, at its discretion, either modify the Content or Technology to make it non-infringing, acquire for Client the rights to use the Content or Technology, or terminate Client's rights to use the Content or Technology and provide Client a refund for any pre-paid fees that have not been used. This indemnification represents the sole remedy of Client and sole liability of Company for claims of infringement.

(b) Client will indemnify, defend and hold harmless Company, from and against Losses to the extent related to any claim related to or arising from: (i) modifications of the Content or Technology made by Client or its agents, employees, representatives, or clients; (ii) use of the Content or Technology by Client with components or elements not provided or authorized by Company; or (iii) Client's use and/or marketing of the Services, Content or Technology in breach of the terms of this Agreement or in a manner not authorized by the Company;

(c) A party seeking indemnification ("Indemnified Party") will give prompt written notice to the indemnifying party ("Indemnifying Party"); provided, however, that failure to give such notice will not relieve Indemnifying Party of any liability hereunder (except to the extent Indemnifying Party has suffered actual prejudice by such failure). Indemnified Party shall provide reasonable assistance to defend or settle such claim at Indemnifying Party's expense. The parties agree that Indemnifying Party shall have primary control of the defense and all related settlement negotiations of such claim provided that Indemnified Party shall have the right to participate in the defense and settlement negotiations of such claim through its own counsel at its own expense, and provided further that Indemnifying Party shall not agree to any settlement or compromise that imposes any obligation or liability on Indemnified Party without Indemnified Party's prior written consent, which consent shall not be unreasonably withheld.

#### Section 8. Warranty Disclaimer; Limitation of Liability.

(A) DISCLAIMER. EXCEPT FOR ANY EXPRESS WARRANTIES WHICH MAY BE PROVIDED UNDER THIS AGREEMENT, THE SERVICES, CONTENT AND TECHNOLOGY ARE LICENSED OR PROVIDED ON AN "AS IS" BASIS AND, EXCEPT AS OTHERWISE PROVIDED HEREIN, COMPANY DISCLAIMS ANY AND ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW OR OTHERWISE. COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. FOR EXAMPLE ONLY AND NOT BY WAY OF LIMITATION, COMPANY DOES NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT, AND COMPANY SHALL NOT BE LIABLE TO CLIENT OR TO ANY THIRD PARTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS, INCOMPLETENESS, INADEQUACY, UNMERCHANTABILITY OR UNFITNESS. CLIENT SHALL NOT MAKE ANY STATEMENT RESPECTING THE CONTENT THAT IS CONTRADICTORY TO OR INCONSISTENT WITH THE FOREGOING STATEMENTS.

(B) LIMITATION OF DAMAGES. NEITHER COMPANY NOR CLIENT SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUE OR PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF COMPUTER TIME OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, WHETHER OR NOT FORESEEABLE, ARISING UNDER OR OUT OF THE PERFORMANCE OF THIS AGREEMENT, WHETHER OR NOT COMPANY OR CLIENT HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.

WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT OR SOME OTHER THEORY OF LIABILITY OR CAUSE OF ACTION. THE ENTIRE, AGGREGATE LIABILITY OF EACH PARTY FOR DIRECT DAMAGES ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY DURING THE PERIOD OF SIX (6) MONTHS PRIOR TO THE CAUSE OF ACTION ARISING. NOTWITHSTANDING THE FOREGOING, THE EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY UNDER THIS SECTION SHALL NOT APPLY TO CLAIMS FOR BREACH OF CONFIDENTIALITY OR CLAIMS ARISING UNDER AN INDEMNIFICATION.

Basis of Bargain. Client acknowledges that the limited warranties and limitations of liability above are a reasonable allocation of risk as between the parties and that Company would not be able to provide the Services, Content and/or Technology and associated services at the prices contained within this Agreement without such limitations.

Section 9. Miscellaneous.

(a) Notices. All notices to any party required or permitted hereunder shall be in writing and shall be sent to the address or facsimile number set forth for such party as follows:



(i) to Company:

**Alan Karben**  
**XML Team Solutions, LLC**  
**1501 Reeves St.**  
**Los Angeles, CA 90035**

**Fantasy Sports Services, Inc.**  
**Box 1000, 3044 Bloor Street West**  
**Toronto, Ontario**  
**M8X 2Y8 Canada**

Phone:

(800) XML-TEAM x799  
+1 (646) 201-9613 x799 (international)

Fax:

(800) XML-TEAM  
+1 (646) 201-9613 (international)

(ii) to Pro Draft League, Inc.:

**Mark Tadros**  
**690 South Hwy 89, Suite 200**  
**Jackson, Wyoming, 83002**  
**United States**

Phone: 1 778 926-7645

Fax:

Any such notice shall be deemed effectively given (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

(b) Right to Enter into this Agreement. Company and Client each hereby represents and warrants to the other party that it has the full right and authority to enter into and perform its obligations under this Agreement.

(c) Force Majeure. Except for obligations of payment arising hereunder, neither party will be liable for delays in its performance hereunder to the extent such performance is prevented or delayed due to any cause beyond such party's reasonable control, including, without limitation, an act of god, fire, flood, war, terrorism, strike, embargo, explosion, government regulation, civil or military authority, acts or omissions of vandals or hackers (a "Force Majeure Event"), the time for that party's performance will be extended for the period of the delay or the inability to perform due to such occurrence; provided, however, that if a party suffering a Force Majeure Event is unable to cure such Force Majeure Event within thirty (30) days, the other party may terminate this Agreement upon written notice.

(d) Limits on Authority. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or to create a relationship of agency or employment between the parties. Except as provided herein, neither party shall have the authority to bind the other without the other party's prior written consent nor represent itself as having the authority to bind the other in any manner whatsoever.

(e) Public Announcement. Company shall have the right to list Client as a client on its website and in its other marketing communications, and may prepare a brief summary of the material terms of this Agreement (the wording of which shall be subject to the prior written approval of Client).

(f) Governing Law; Jurisdiction. The provisions of this Agreement shall be governed by and in accordance with the laws of the State of California without regard to conflict of law principles thereof. Except as required herein, the parties agree to submit for resolution of any disputes to the jurisdiction of applicable federal or state courts located in Los Angeles County, California.

(g) Assignment. Either party may assign this Agreement or any part hereof upon providing the other party with advance written notice of such assignment, provided that the assigning party shall remain obligated to fulfill all of its obligations hereunder arising prior to the date of any such assignment.

(h) Survival. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes, including, without limitation:

- i) Sections 4 to 9; and
- ii) the provisions of Exhibit A which are expressly indicated as surviving within such Exhibit.

(i) Severability. In the event any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law. Other provisions of this Agreement shall remain in full force and effect.

(j) Entire Agreement. This Agreement (including its Exhibits) contains and constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral, of the parties hereto. No modification or amendment of this Agreement shall be binding unless in writing and executed by the parties hereto.

(k) Counterparts. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and both of which together shall constitute one and the same instrument.

(l) Further Assurances. The parties agree to do such things and to execute such further documents as may reasonably be required to give full effect to this Agreement.

(m) Export Compliance. Both parties agree to comply with applicable export controls and laws imposed by any country or organization of nations within whose jurisdiction are applicable, in exercising their rights and performing their duties under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

**Company**

**Client**

By: /s/ Digger Turnbull

By: /s/ Mark Tadros

Name: Digger Turnbull

Name: Mark Tadros

Title: Director, Business Development

Title: President



## EXHIBIT A

### Services, Pricing, Schedule

Company shall provide client with:

**Delivery Services**, which include:

- **Image Package** from **Sports Forecaster** division of **XML Team Solutions**, comprised of photos from **Icon Sports Media**
  - **Covers the following leagues:**
    - **National Football League (NFL)**
    - **National Basketball Association (NBA)**
    - **National Hockey League (NHL)**
- **Magazine Ad** (print publication):
  - **One (1) Full page four-color advertisement, located on the 'Inside Back Cover' in The Sports Forecaster Hockey 2013-14 edition**
- **Projected Stats** file package:
  - **An excel file of the player projected stats for each of the upcoming seasons;**
    - **NFL 2013**
    - **NHL 2013-14**
    - **NBA 2013-14**
    - **MLB 2014**

### **Pricing and Term**

In consideration for Company's performance of the Services specified in the Agreement, Client shall pay Company:

#### **Head Shot program (of leagues listed above)**

- **Setup Fee of \$2,500.00 (the "Setup Fee")**
- **Monthly Fee of \$250.00 for a period of 12 months, starting August 1, 2013.**
  - **Monthly invoices shall be sent by Company two weeks prior to start of the new month, and payment is due on or prior to the first of the month.**

#### **Magazine Ad:**

- **One (1) Full page four-color advertisement, located on the 'Inside Back Cover' in The Sports Forecaster Hockey 2013-14 edition**
- **One-time Fee of \$1,500.00**
- **Specs for one-page ad to be supplied by Company, and deadline date for creative to be supplied to Company by Client is no later than July 10, 2013.**

Projected Stats file package:

- **One-time Fee of \$500**

**For all above Fees:**

- Plus any applicable sales taxes
- **Payments may be made via check, credit card, or electronic funds transfer**
- All values are in **U.S. Dollars**

**Schedule**

- May 30, 2013
  - Client and Company sign this Agreement.
  - Company delivers invoices for Setup and One-time Fees (\$4,500.00), and invoice for last month (July 2014) of Content (\$250.00), payable immediately by check, credit card, or electronic funds transfer.
- Upon Receipt of Payment
  - **Company delivers initial download of Headshots and begins setup process for delivery of updated headshots**
- July 10, 2013
  - Client to have provided Company creative for one-page ad
- August 1, 2013
  - First of 11 remaining monthly \$250.00 charges will be charged to credit card supplied by Client, or is due upon receipt via check or electronic funds transfer. (Invoices to be sent approximately 15 days in advance of a given invoice month and are to be paid at the beginning of the month they are invoiced for.)