

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (this “**Agreement**”), dated as of April 3, 2020 (the “**Effective Date**”), is entered into by and between FoxNext, LLC (“**Fox**”), as successor in interest to FoxNext Games, LLC and as administrator for Twentieth Century Fox Film Corporation (“**Licensor**”), Disruptor Beam, Inc. (“**Disruptor Beam**”), and East Side Games Inc. (“**ESG**”) with respect to the Mobile Game License Agreement, dated as of July 24, 2018, by and between Fox, Licensor, and Disruptor Beam (the “**License Agreement**”). Capitalized terms used and not defined herein shall be as defined in the License Agreement. This Agreement is entered into with reference to the following facts:

Fox, Licensor, and Disruptor Beam entered into the License Agreement allowing Disruptor Beam to develop and publish a mobile game based on the *Archer* animated television series.

Disruptor Beam is transitioning to become a technology provider and desires to assign its rights and obligations under the License Agreement to ESG.

ESG desires to accept such assignment and assume Disruptor Beam’s obligations under the License Agreement, subject to the modifications set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effectiveness. This Agreement shall be effective as of the Effective Date.
2. Assignment and Assumption. Assignment. Disruptor Beam irrevocably sells, assigns, grants, contributes, conveys, transfers and delivers to ESG all of its right, title and interest in and to, and obligations under, the License Agreement; Assumption. ESG irrevocably accepts from Disruptor Beam such assignment and assumes all of Disruptor Beam’s duties, liabilities and obligations under the Assigned Contracts. From and after the Effective Date of this Agreement, references to the Licensee in the License Agreement shall refer to ESG. Consent. In accordance with Section 14(d) of the License Agreement, Fox hereby consents to the assignment of the License Agreement by Disruptor Beam to ESG. Transition of Application. Disruptor Beam and ESG shall comply with all Applicable Laws and all applicable terms and policies, including Disruptor Beam’s privacy policy, in connection with the transition of the Application from Disruptor Beam to ESG and this obligation shall constitute one of the obligations under the License Agreement. Amendments to the License Agreement.
 - (a) Commercial Release Date. Notwithstanding anything to the contrary in the License Agreement, ESG shall release the Application on a date approved by Fox during the window of June 1, 2020 to August 31, 2020. The Commercial Release Deadline is hereby amended to be August 31, 2020.

(b) [REDACTED]

“(i) [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

[REDACTED]

(e) **Term Extension.** If the Application generates at least [REDACTED] the Term shall automatically extend by one year (an, “**Extension Term**”) up to a maximum of two Extension Terms (i.e., the Term may be extended by up to two years). References to the Term shall include any applicable Extension Term(s).

4. **Delivery of Assets.** Within [REDACTED] ESG shall deliver to Fox: (i) a digital copy of all Fox Materials; and (ii) Character 2D Assets and Character 3D Assets for each character included in the Application. “**Character 2D Assets**” means source assets that include, but may not be limited to, Photoshop and Adobe Illustrator files for two dimensional art and Unity files for animation. “**Character 3D Assets**” mean source assets that include, but may not be limited to, ZBrush model files, Maya and 3D Studio Max files (for three dimensional models, textures, rigs, and animations), exported and provided in the appropriate file format (e.g., Maya, 3D Studio Max, FBX, or OBJ).**Release.** Fox, Licensor, and Disruptor Beam, for itself and on behalf of itself and its respective successors and assigns (collectively, the “**Releasors**”), hereby irrevocably releases, acquits and forever discharges the other party and its subsidiaries, affiliates and related entities and each of their respective shareholders, members, employees, representatives, agents, officers, directors, assigns and successors, from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs, expenses, liens, attorneys’ fees, actions and causes of action of every kind and nature whatsoever in law, equity or otherwise, known or unknown, suspected or unsuspected, fixed or contingent arising from the circumstances giving rise to this Agreement (the “**Released Claims**”).The parties (for themselves and on behalf of their Releasors) expressly waive and relinquish any and all rights under California Civil Code Section 1542 with respect to the Released Claims, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. The parties expressly waive and release any rights and benefits which they have or may have under any similar law or rule of any other jurisdiction pertaining to the matter released herein with respect to the Released Claims.

6. **Miscellaneous.Further Assurances.** Each of the parties shall use its commercially reasonable efforts, on and after the Effective Date, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under

Summary of Redacted Information

Section 2(b) to (d): Redacted provisions with respect to royalty calculation procedures.

Section 2(e): Redacted dollar amount information pertaining to term extensions.

Section 4: Redacted language pertaining to specific review timelines.

applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement.

(b) Entire Agreement. This Agreement contains all of the terms, conditions and representations and warranties agreed upon or made by the parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties or their representatives, oral or written, respecting such subject matter.

(c) Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement will be enforced to the fullest extent permissible under the laws in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement will be determined to be invalid or unenforceable, such provision will be deemed amended to delete therefrom the portion thus determined to be invalid or unenforceable, such deletion to apply to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof only with respect to the operation of such provision in the particular jurisdiction in which such determination is made. Amendment and Modification. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered by each of the parties hereto.

(e) Governing Law, Forum and Jurisdiction. The validity, construction, interpretation and legal effect of this Termination Agreement shall be governed by the laws and judicial decisions of the State of California and the U.S. without giving effect to principles of conflicts of law. The parties hereto expressly agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the courts of the State of California for the County of Los Angeles, or the United States District Court for the Central District of California. The parties hereby consent and submit to the exclusive jurisdiction and venue of such courts for the purposes of litigating any such action and irrevocably waive any objection to such jurisdiction and irrevocably waive the right to seek dismissal or transfer on the grounds of lack of *in personam* jurisdiction, improper venue, *forum non conveniens* or similar grounds.

(f) Counterparts. This Agreement may be executed electronically or in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Redacted Signature Page

MOBILE GAME LICENSE AGREEMENT

This Mobile Game License Agreement (this "**Agreement**"), dated as of July 24, 2018 (the "**Effective Date**"), is made and entered into by and between FoxNext Games, LLC ("**Fox**"), as Administrator for Twentieth Century Fox Film Corporation ("**Licensor**"), and Disruptor Beam, Inc. ("**Licensee**"). Fox and Licensee may each be referred to herein as a "**Party**", and together as the "**Parties**".

RECITALS

WHEREAS, Fox and Licensor own, control and/or administer the rights to develop, manufacture, publish and distribute entertainment applications based on the story, plot, theme, distinctive creative elements, costumes, characters and all related elements contained in, based on and/or derived from the Property (as defined below);

WHEREAS, Licensee produces applications for use on wireless devices; and

WHEREAS, Licensee intends to develop, promote and distribute a mobile software entertainment application based on the Property for use on certain approved devices in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

- (a) "**21CF Marketing Channels**" shall have the meaning set forth in Section 5(b)(i) below.
- (b) "**638 Reference**" shall have the meaning set forth in Section 14(f)(i) below.
- (c) "**Advertising Restrictions**" shall have the meaning set forth in Section 6(e)(iii) below.
- (d) "**Affiliate**" means, with respect to either Party, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Party. For the purposes of this definition, the term "control" and its corollaries mean: (i) ownership, beneficially or of record, of more than fifty percent (50%) of the outstanding voting securities of the subject entity; (ii) the ability to elect a majority of the board of directors (or comparable managing authority) of the subject entity; or (iii) the power to direct or cause the direction of the management, policies and/or affairs of the subject entity, whether through the ownership of voting securities, by contract, or otherwise.
- (e) "**Agreement**" means this Agreement, the exhibit(s) attached hereto and any other documents incorporated herein by reference, each as the Parties may amend from time-to-time.
- (f) "**Applicable Law**" means all laws, rules, treaties and regulations throughout the Territory applicable to the Application and/or Licensee's performance pursuant to this Agreement, including, but not limited to, COPPA, the California Online Privacy Protection Act, and any other applicable privacy and/or data security laws, rules or regulations applicable to the Application.

(g) **Application.**



(ii) The Application shall include all software and other necessary items including, without limitation, executable code, graphics, music, sound, video, models and any other data files. The Parties acknowledge and agree that the Application shall be made available to End Users with full functionality (as more fully described herein). Additional features established for release or future Product Updates to the Application (pursuant to Section 6(j) below) shall be mutually agreed by the Parties in writing (including via email). For the avoidance of doubt, the Application may include functionality for the sale and purchase of in-Application virtual goods, in-Application advertising and/or other items for enhancing End User game-play, subject in each case to Applicable Law (including, without limitation, COPPA) and to the terms and conditions, as mutually agreed by the Parties.

(h) **"Application Rights Licensed"** shall have the meaning set forth in Section 3(a)(i) below.

(i) **"Arbitration"** shall have the meaning set forth in Section 14(f)(i) below.

(j) **"Arbitrator"** shall have the meaning set forth in Section 14(f)(i) below.

(k) **"Assets"** shall have the meaning set forth in Section 5(a)(ii) below.

(l) **"Audit Period"** shall have the meaning set forth in Section 8(g) below.



(n) **Authorized Devices.**

(i) **"Authorized Devices"** means:

(A) With respect to distribution of the Application to End Users via the Apple App Store: the Apple iPhone, iPad, iPad Mini, iPod Touch, and successor devices operating on an iOS operating system [REDACTED]

(B) With respect to distribution of the Application to End Users via the Google Play store and/or Amazon Appstore (and additional Android stores as mutually agreed by the Parties): wireless smartphones and tablets operating on an Android operating system [REDACTED]

(C) Any other device(s) as may be agreed by Fox and Licensee in writing.

Summary of Redacted Information

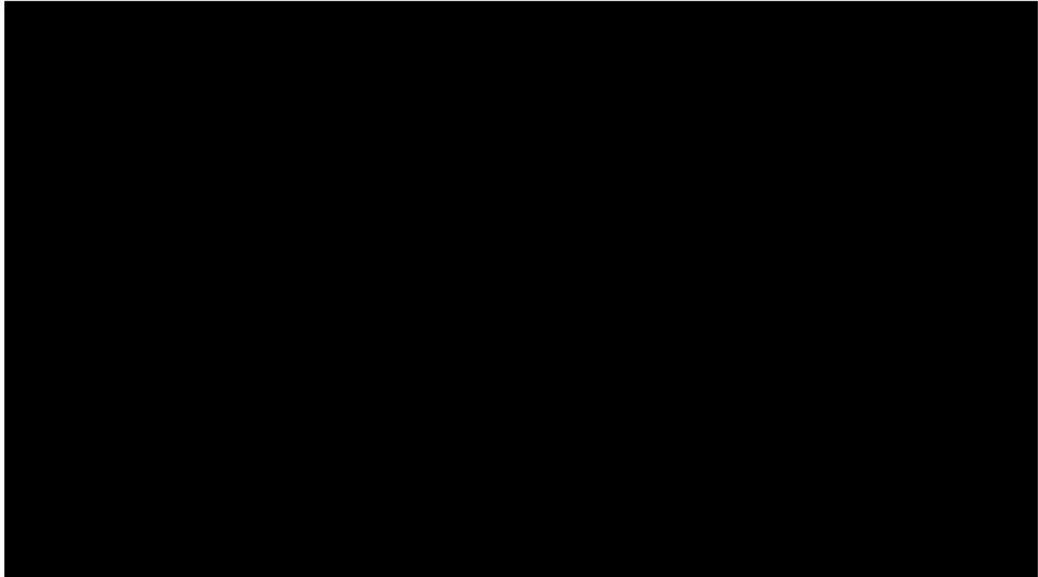
Section 1(g). Redacted definition containing technical description of the application to be developed.

Section 1(m). Redacted definition pertaining to royalty calculation procedures.

Section 1(n). Redacted information pertaining to platform applications.

- (ii) The Application shall be graphically optimized for each Authorized Device, and Fox and Licensee will work together to determine additional unique functionality for each Authorized Device as appropriate.
- (o) **Authorized Distributor.**
- (i) **“Authorized Distributor”** means:
- (A) With respect to Authorized Devices operating on an iOS platform: the Apple App Store;
- (B) With respect to Authorized Devices operating on an Android platform: the Google Play store and the Amazon Appstore (and additional Android stores as mutually agreed by the Parties); and
- (C) Any other platform(s), distributor(s), or publisher(s) as may be agreed to by Fox and Licensee in writing.
- (p) **“Authorized Languages”** means English, French, Italian, German, Spanish (Latin America), and any other language mutually agreed by the Parties in writing (including via email). Portuguese (Brazilian), Simplified Chinese, Korean, and Japanese are not obligated at launch, but Licensee will assess viability, in consultation with Fox, after Commercial Release Date. Licensee shall localize the Application in accordance with the provisions of Section 6(g) below.
- (q) **“Authorized Publisher”** shall have the meaning set forth in Section 2(f) below.
- (r) **“Commercial Release Date”** shall have the meaning set forth in Section 2(d) below.
- (s) **“Commercial Release Date Deadline”** shall have the meaning set forth in Section 2(d) below.
- (t) **“Confidential Information”** means all non-public information disclosed, directly or indirectly, through any means of communication or observation, by or on behalf of one Party (the **“Disclosing Party”**) to or for the benefit of the other Party (the **“Receiving Party”**) relating to or derived from the Disclosing Party's technical, business, strategic, marketing or creative affairs, or any other matter that the Receiving Party is advised or has reason to know is the confidential or proprietary information of the Disclosing Party. Additionally, any material provided by one Party to the other Party which is clearly labeled “Confidential” (or other similar designation) will be presumed to be Confidential Information; provided, however, that the absence of such designation will not preclude any material from being deemed Confidential Information.
- (u) **“COPPA”** means collectively: (i) the Children's Online Privacy Protection Act as codified at 15 U.S.C. §§ 6501-6508, (ii) rules and regulations promulgated pursuant to the Children's Online Privacy Protection Act by the Federal Trade Commission (“FTC”), as they may be amended from time-to-time, and (iii) related Frequently Asked Questions published by the FTC (located at www.ftc.gov/privacy/coppafaqs.shtml or another URL provided by the FTC), as they may be amended from time-to-time.
- (v) **“Claims”** means any and all third-party claims, liabilities, demands, losses, damages, injuries, causes of action, judgments, penalties, settlements or expenses, including reasonable outside attorneys' fees.
- (w) **“Content Security Guidelines”** shall have the meaning set forth in Section 6(n)(ii) below.

- (x) **"Current Financial Forecast"** shall have the meaning set forth in Section 8(e)(viii) below.
- (y) **"Deliverables"** shall have the meaning set forth in Section 2(c)(i) below.
- (z) **"Derivative Work"** means a work which is based upon one or more preexisting works, such as, but not limited to, a revision, enhancement, modification, translation, abridgment, condensation, expansion, transfer to another medium, or any other form in which such preexisting works may be recast, transformed or adapted, and which, if prepared without authorization of the owner of the copyright in such preexisting works, would constitute a copyright infringement. For purposes hereof, Derivative Work shall include any compilation that incorporates such a preexisting work.
- (aa) **"Design Specifications"** means the detailed design document that shall be provided to Fox by Licensee prior to the execution of this Agreement and is attached hereto as Exhibit A, as may be amended by mutual agreement of the Parties in writing (email to suffice).
- (bb) **"Developer"** shall have the meaning set forth in Section 2(b) below.
- (cc) **"Dispute"** shall have the meaning set forth in Section 14(f)(i) below.
- (dd) **"End User"** means any user who purchases, downloads or otherwise acquires the Application from an Authorized Distributor.
- (ee) **"Event of Default"** shall have the meaning set forth in Section 10(b) below.
- (ff) **"Financial Projections"** shall have the meaning set forth in Section 8(e)(viii) below.
- (gg) **"Fox Materials"** shall have the meaning set forth in Section 4(a)(i) below.
- (hh) **"Fox Music"** means Fox Music, Inc., c/o the Executive Director, Creative.
- (ii) **"Fox Royalties"** shall have the meaning set forth in Section 8(b) below.
- (jj) **Gross Revenue.**



Section 1(jj): Redacted definition pertaining to royalty calculation procedures.

(kk) **"Intellectual Property"** means, in connection with a specified subject matter, all U.S. and foreign patents, trade secrets, technology, trademarks, service marks, trade names, trade dress, works of authorship and art, copyrightable materials and copyrights (including, without limitation, titles, computer code, designs, themes, objects, buildings and architecture, automobiles, characters, character names, stories, dialog, catch phrases, locations, game play, rules, concepts, artwork, animation, sounds, musical compositions, graphics and visual elements, audio-visual effects and methods of operation, and any related documentation), domain names, ideas, designs, logos, submissions, writings, concepts, themes, characters, stories, places, Moral Rights, rights of publicity, packaging, personality and privacy rights, mask work rights, utility models, other industrial or intangible property rights of a similar nature, and all other forms of intellectual and proprietary rights (including Confidential Information as such term is defined herein) recognized by applicable laws, treaties and conventions; and all inventions, patents, patent rights, software, and ideas that are patentable subject matter, including patents, utility models, know-how and trade secrets; all grants and registrations worldwide in connection with the foregoing and all other rights with respect thereto existing other than pursuant to grant or registration; all applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all amendments, constitutions, divisions and continuations-in-art of such applications; and all corrections, reissues, patents of addition, extensions and renewals of any such grant, registration or right.

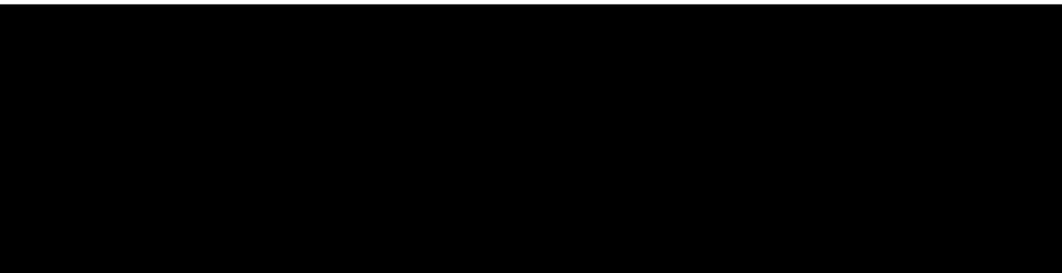
(ll) **"Intellectual Property Right"** means the right to exclude others from access to or use of Intellectual Property.

(mm) **"Licensee Marketing Materials"** means any marketing or promotional materials which Licensee elects to produce in accordance with the terms of Section 6(f) below.

(nn) **"Licensee Materials"** shall have the meaning set forth in Section 4(a)(ii) below.

(oo) **"Marketing and Promotion Rights Licensed"** shall have the meaning set forth in Section 3(a)(ii) below.

(pp) **"Marks"** means trade names, trademarks, service marks, logos, logo combinations or treatments, marks or other business identifiers of any entity or intellectual property.



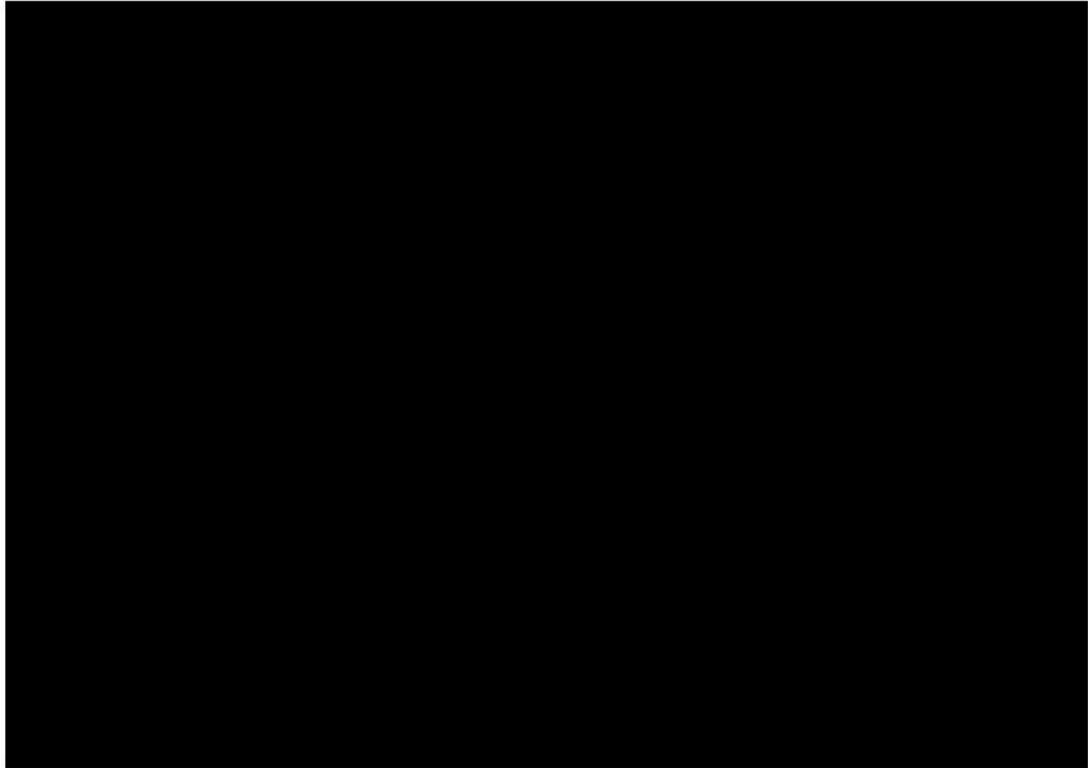
(tt) **"Monthly Reporting Period"** shall have the meaning set forth in Section 8(e)(i) below.

(uu) **"Moral Rights"** means rights of attribution, paternity and integrity, claims to authorship, rights to object to any distortion, mutilation or other modification of, or other derogatory actions in

Section 1(qq). Redacted definition describing performance milestones.

Section 1(rr): Redacted definition pertaining to budget requirements.

relation to, any of Fox's or Licensor's Intellectual Property Rights in the Property, the Property Elements and any other Fox Materials and/or any Derivative Works thereof, whether or not such would be prejudicial to Fox's or Licensor's honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty.



- (xx) "**PFI**" shall have the meaning set forth in Section 9(b)(ii) below.
- (yy) "**PII**" shall have the meaning set forth in Section 9(b)(ii) below.
- (zz) "**PII Request**" shall have the meaning set forth in Section 9(b)(ii) below.
- (aaa) "**Producer**" shall have the meaning set forth in Section 2(h) below.
- (bbb) "**Product Update**" shall have the meaning set forth in Section 6(j) below.
- (ccc) "**Promotional Materials**" means art, images, graphics (including Fox's and/or Licensor's Marks provided to Licensee, if any) and other marketing materials based on the Property and/or the Fox Materials to be used by Licensee and/or Fox (or such third parties as expressly set forth in this Agreement) to create advertising, promotional and marketing materials. For purposes of clarification, the Promotional Materials shall include any and all Licensee Marketing Materials (if

Section 1(vv). Redacted definition pertaining to royalty calculation procedures.

Section 1(ww). Redacted definition pertaining to user acquisition procedures.

any). For the avoidance of doubt, any use of Promotional Materials shall require Fox's prior written approval (together with any applicable third-party that has approval rights over the use of the Property) in each instance as set forth in Section 7 below.

(ddd) "**Property**" means the television series entitled "**ARCHER**", and certain copyrightable elements therein, including certain characters, character names, and likenesses (subject to any approval rights, restrictions or prohibitions imposed upon Fox by third parties, including talent appearing in the Property, music rights clearance and/or any relevant guild agreements).

(eee) "**Property Elements**" shall mean (subject to any approval rights, restrictions or prohibitions imposed upon Fox by third parties, including talent appearing in the Property and/or any relevant guild agreements) any and all materials, designs and creative and technical elements that are based on, contained in, inseparable from, or derivative of the Property and any and all literary and other materials of any kind or character underlying the Property, including, without limitation, (A) all characters, character names and likenesses, the name of the Property and the title treatment logo for the Property, Marks, logos, titles, stories, storylines, plots, treatments, screenplays, teleplays, themes, scenes, visual displays, photographs and footage, backgrounds, environments and settings, props, special effects (computer generated or otherwise), film and television elements, digital assets (including, without limitation, digital models, environments, characters, textures and rigs, to the extent such digital assets are owned or controlled by Licensor), all digital media, artwork, designs, costumes, costume designs, and all other elements whatsoever visible in the Property; (B) sounds/sound bites, sounds effects, soundtracks, music (including any musical compositions and master recordings thereof) and all other elements whatsoever audible in the Property; (C) any and all other creative or technical elements contained in, based on or related to the Property (including, without limitation, files containing graphic elements and/or animated models/rigging, if applicable), and (D) all other unique and distinctive elements of the Property; provided, however, that the Property Elements shall not include elements (such as deleted scenes, artwork or other materials) created but not approved by Licensor for use in connection with the Property). For the avoidance of doubt, any and all components of the Property Elements delivered or made available to Licensee hereunder are subject to availability and Fox's prior approval.

(fff) "**Referee**" shall have the meaning set forth in Section 14(f)(i) below.

(ggg) "**Royalty Report**" shall have the meaning set forth in Section 8(e)(i) below.

(hhh) "**Source Code**" means the proprietary information and technical documentation that would enable a reasonably skilled software engineer(s) to maintain or enhance the Application without aid from Licensee or any other person or materials. Source Code also includes maintenance tools (e.g. test programs and program specifications), proprietary or third-party systems utilities (e.g. compiler and assembler descriptions), proprietary or third-party source engines, a description of the Application's system/program generation, and descriptions and locations of hardware and software, if any, not owned by Licensee but required for use and/or support of the Application.

(iii) "**Sunset Period**" shall have the meaning set forth in Section 6(i) below.

(jjj) "**Talent**" shall have the meaning set forth in Section 3(b)(iii)(A) below.

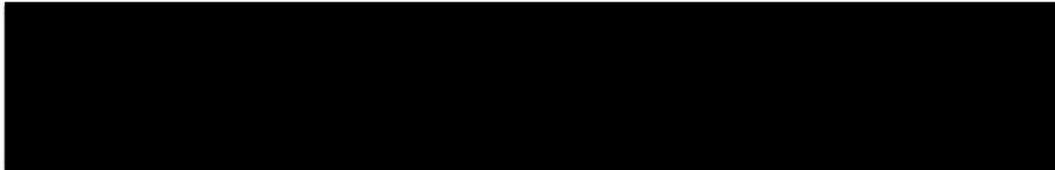
(kkk) "**Technical Update**" shall have the meaning set forth in Section 6(j) below.

(lll) "**Term**" shall have the meaning set forth in Section 10(a)(i) below.

(mmm) "**Territory**" means worldwide, specifically, all countries and regions worldwide within which an Authorized Distributor store or platform is available to End Users.

(nnn) "Unique Recordings" shall have the meaning set forth in Section 3(b)(iv) below.

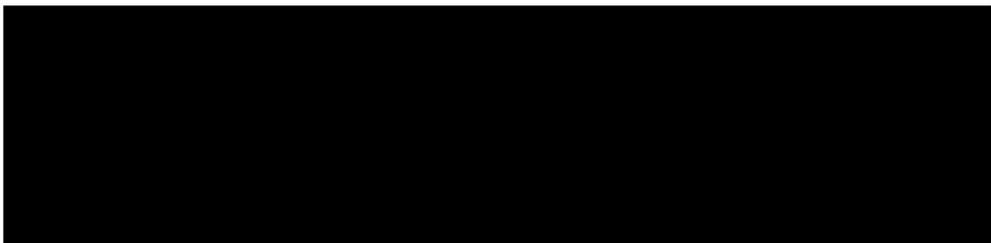
(ooo) "User Data" means all End User usage data related to the Application, including, without limitation, registration data. All User Data is owned by Licensee and shall be Licensee's Confidential Information. For the avoidance of doubt, and unless pursuant to a PII Request, Licensee is not collecting any User Data on behalf of Fox or Licensor. As between the Parties, Licensee owns the User Data that Licensee collects and shares with Fox pursuant to this Agreement but hereby grants to Fox an irrevocable, perpetual worldwide, royalty-free license (with the right to sublicense) to use, copy and process such User Data to the fullest extent permitted by Applicable Law, subject to each Party complying with its respective privacy practices.



2. APPLICATION DEVELOPMENT SERVICES

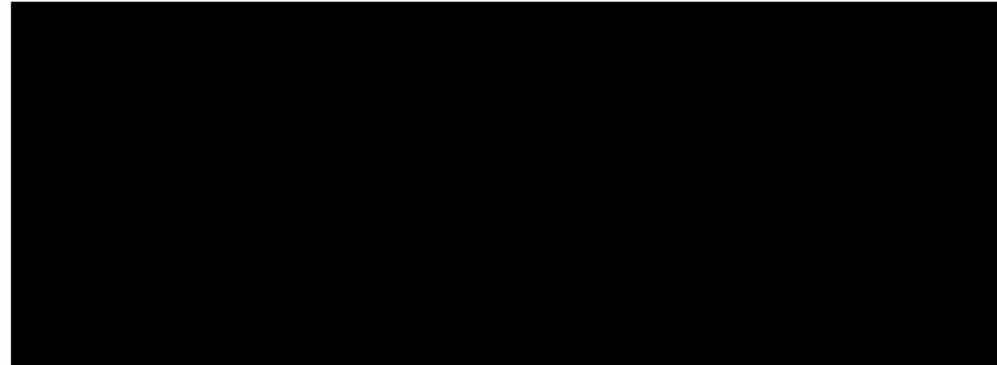
(a) Development and Costs.

(i) **Development.** Subject to Fox's approval rights (together with any applicable third-party that has approval rights over the use of the Property) described herein, Licensee (and/or a Developer, as applicable) at its sole cost and expense shall perform all services and provide all programming (including without limitation all front-end client and back-end server/infrastructure) and other production materials necessary to develop the Application during the Term in accordance with the Design Specifications [REDACTED] including, without limitation (A) designing the creative and technical specifications for the Application, (B) creating all computer code for the Application, (C) creating all visual assets for the Application, (D) acquiring and/or licensing any and all technology, software and hardware necessary for creating and distributing the Application, and ensuring compatibility of such technology, software and hardware with the Authorized Devices, (E) conducting periodic quality assurance testing of the Application throughout the Term, (F) ensuring successful and correct integration of advertising from the Authorized Ad Agent, if any, (G) hosting and serving any content and video as may be served within the Application, and (H) [REDACTED] if any and as mutually agreed upon in writing by the Parties pursuant to Section 2(h) below, in connection with the development of the Application. Licensee acknowledges and agrees that neither Fox nor Licensor (or any other Affiliate of Licensor) shall have any development obligations with respect to the Application, other than supervising Licensee's obligations with respect to the same and granting or denying approvals as set forth hereunder, unless otherwise expressly agreed to in writing by either Fox or Licensor (or any Affiliate of Licensor). Licensee shall implement the Design Specifications into a working, saleable, top-quality Application. The Application shall be developed solely for use in the Authorized Languages.



Sections 1(ppp) to (rrr). Redacted definitions pertaining to discretionary third party service providers.

Section 2(a)(i) Redacted language pertaining to design specifications and discretionary third party service providers.



(b) **Third-Party Developers.** Subject to Fox's prior written approval, Licensee may hire at its sole expense one or more third-party developers (each, a "Developer") to develop, in whole or in part, the Application and the Licensee Marketing Materials. Licensee shall ensure that each Developer with whom Licensee contracts with to develop all or part of the Application or the Licensee Marketing Materials shall be bound by all applicable terms and conditions of this Agreement. In the event that any Developer fails to adhere to the applicable terms and conditions of this Agreement (or Fox believes that any Developer has failed to adhere to the applicable terms and conditions of this Agreement), then in such event Fox may raise its concerns to Licensee with respect to such Developer and the Parties will thereafter discuss a resolution to the situation; provided, however, that Fox shall ultimately have the right to direct Licensee to terminate any such agreement between Licensee and such Developer; and provided further, the Parties acknowledge and agree that any such termination of a Developer by Licensee as directed by Fox hereunder shall specifically relate solely to such Developer's engagement with Licensee to develop, in whole or in part, the Application pursuant to this Agreement, and shall not affect Licensee's engagement with such Developer with regard to any of Licensee's other unrelated development projects (if any). Any breach by a Developer of the terms or conditions of this Agreement may, at Fox's sole discretion, be deemed a breach by Licensee. Licensee's use of a Developer shall in no way derogate from or relieve Licensee of any of its obligations under this Agreement. Licensee acknowledges and agrees that it shall be fully responsible and primarily liable for all activities of each Developer and any such Developer's noncompliance with any obligations of Licensee hereunder, including, without limitation, with respect to the ownership of Fox Materials, the Application and Licensee Marketing Materials.

Section 2(a)(ii) Redacted information pertaining to cost obligations as between licensor and licensee.

Section 2(a)(iii). Redacted information pertaining to hosting cost obligations as between licensor and licensee.

Section 2(a)(iv) Redacted budgeting obligations as between licensor and licensee.

(c) **Deliverables; Fox Approvals.**

(i) Licensee shall deliver to Fox the versions of the Application and Product Updates in accordance with this Agreement [REDACTED] and delivery of each such version of the Application and Product Update shall satisfy the terms and conditions of this Agreement and shall include the necessary executable files to permit Fox to reasonably evaluate such version of the Application and Product Update, together with any other materials delivered for testing/review purposes, including test builds based on UDIDs provided by Fox (as well as similar test build demonstrations on a variety of non-iOS devices) (collectively, the "Deliverables"). For purposes of clarification, Technical Updates to the Application (as further described in Section 6(j) below) shall not be subject to the delivery and approval requirements of this Section 2(c). [REDACTED]

(ii) For the avoidance of doubt, Fox (together with any applicable third-party that has approval rights over the use of the Property) shall have approval rights [REDACTED] final approval rights on the Application prior to its publication with any Authorized Distributor (and any other launch or release of the Application, whether a "soft launch" or commercial release) and any Product Updates thereto in accordance with the provisions of this Section 2(c); it being understood that Fox may provide or deny any approval hereunder with respect to each Deliverable, version and/or Product Update of the Application, and the use or incorporation of any and all components of the Property Elements contained therein, in Fox's sole discretion. No Deliverable, version or Product Update of the Application shall be considered complete unless and until Fox has affirmatively accepted it in writing (including via email). [REDACTED]

(iii) Upon receipt of any Deliverable or any version or Product Update of the Application, as applicable, Fox shall review and/or test such item within [REDACTED] or such other longer timeframe as mutually agreed by the Parties (email to suffice) and to notify Licensee in writing (including via email) of either (A) Fox's approval of the Deliverable, version or Product Update of the Application, or (B) an identification of changes or improvements that must be made to such Deliverable, version or Product Update of the Application before Fox will provide its approval thereof; provided, however, that no delay by Fox of the foregoing may be deemed a breach of this Agreement. If Fox notifies Licensee of any changes or improvements needed for approval, Licensee shall at its sole cost, within [REDACTED] (or such other timeframe as mutually agreed by the Parties (email to suffice)) after receipt of such notice, use its best efforts to make all necessary and appropriate changes or improvements and redeliver the revised or corrected version of the Application or applicable Deliverable(s) to Fox or, upon Fox's written approval, present Fox with a reasonable plan for correction. For the avoidance of any doubt, no Deliverable, version or Product Update of the Application shall be "deemed approved" by Licensee or any Developer for any reason whatsoever. If Licensee fails to revise or correct the applicable Deliverable or version or Product Update of the Application to Fox's satisfaction within the applicable cure period as set forth in Section 10(b)(v) below, then Fox may, at its election and without limiting any other legal or equitable remedies available to it, declare a breach by Licensee and terminate this Agreement upon written notice and without penalty or further obligation to Licensee.

(iv) For the avoidance of doubt, Fox shall retain all approval rights at every stage (whether prior to the Commercial Release Date or after the Application is live) with regard to

Section 2(c)(i). Redacted information pertaining to performance milestones and with respect to excluded services.

Section 2(c)(ii) Redacted information pertaining to performance milestones and completion procedures.

Section 2(c)(iii) Redacted description pertaining to specified review time periods.

the naming, branding and logo treatment of the Application. For clarity, all trademarks of the name, logo and logo treatment of the Application shall belong to Fox and shall be deemed included in the Fox Material.

(v) Licensee acknowledges that Fox's approval hereunder may depend on the approval of any third-party who has rights in or to the Property and/or in or to any applicable component(s) of the Property Elements.

(d) **Commercial Release Date.** The Parties acknowledge that the date the Application is first available to End Users in the Territory for commercial exploitation via an Authorized Distributor on a non-"beta," non-testing and non-"soft launch" basis (the "**Commercial Release Date**") will depend on such Authorized Distributor's approval queue; *provided, however,* [REDACTED]

(e) **Soft Launch.** Subject to Fox's prior approval rights as set forth in Section 2(c) above, Licensee may, through Authorized Distributors, release one or more versions of the Application on a limited, beta or testing basis [REDACTED] (commonly referred to as a "soft launch").

(f) **Authorized Publisher.**

(i) Licensee is obligated to ensure that the Application is published and distributed throughout the Territory via the Authorized Distributors for the duration of the Term pursuant Section 6(b) below. Subject to Fox's prior written approval, and the terms and conditions of this Section 2(f) and Section 6(b) below, Licensee may engage and secure one or more third-parties to serve as an authorized publisher to publish and distribute the Application in the Territory (or certain portions thereof) (each such third-party, an "**Authorized Publisher**").

(ii) Any and all Authorized Publishers shall be subject to prior mutual agreement by the Parties.

(iii) Each Authorized Publisher, if any, shall be subject to a written agreement between Licensee and such Authorized Publisher with respect to the publication and distribution of the Application in the Territory (or any portion thereof). Each such written agreement shall obligate the Authorized Publisher to comply with all of the applicable terms and conditions of this Agreement (including, but not limited to, with respect to the ownership of Fox Materials and the advertising and promotion of the Application). In the event that any Authorized Publisher fails to adhere to any applicable term or condition of this Agreement or if, in Fox's reasonable judgment, Fox believes that any Authorized Publisher has failed to adhere to any term or condition of this Agreement that should be applicable to such Authorized Publisher, then Fox may raise its concerns to Licensee with respect to such Authorized Publisher and the Parties will thereafter discuss a resolution to the situation; [REDACTED]

(iv) Licensee shall be solely responsible for any and all fees or other amounts owing to each Authorized Publisher, and neither Fox nor Licensor shall be responsible for such amounts or any other costs associated with any such Authorized Publisher. For avoidance

Section 2(d). Redacted information pertaining to specific commercial release dates.

Section 2(e). Redacted information pertaining to geographic releases.

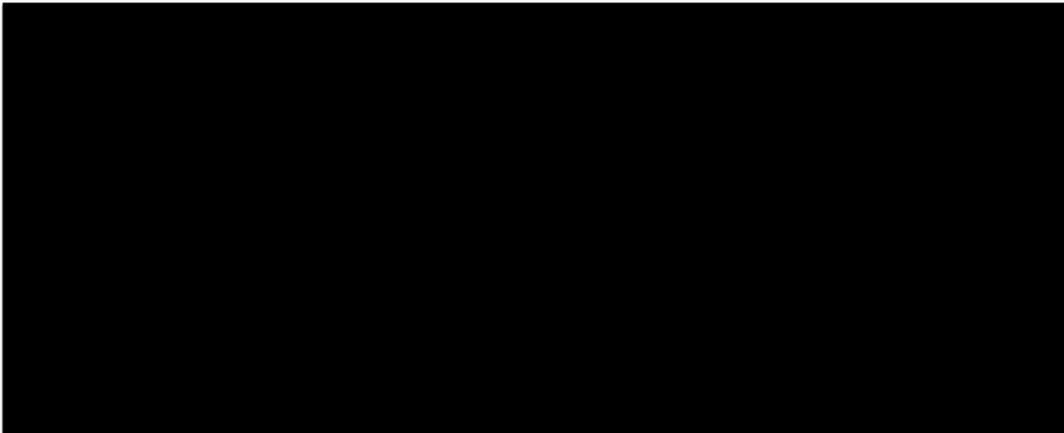
Section 2(f)(iii) Redacted provision pertaining to discretionary third party service providers.

of doubt, amounts appropriately retained by the Authorized Publishers [REDACTED]

(v) As between the Parties, Licensee shall secure all necessary rights and approvals required for any such Authorized Publisher to publish and distribute the Application in the Territory (or any portion thereof) and, for the avoidance of doubt, all Fox Materials, whether or not used in the Application, shall be the property of Fox and Licensor (or their Affiliates) and shall be subject to Section 4 below.

(vi) Any breach by an Authorized Publisher of the applicable terms or conditions of this Agreement (or any term or condition of this Agreement that Fox believes, in Fox's reasonable judgment, should be applicable to such Authorized Publisher) may, in Fox's sole discretion, be deemed a breach by Licensee. Licensee's use of an Authorized Publisher to publish and/or distribute the Application in the Territory (or any portion thereof) shall in no way derogate from or relieve Licensee of any of its obligations under this Agreement. Licensee acknowledges and agrees that it shall be fully responsible and primarily liable for all activities of any Authorized Publisher and any such Authorized Publisher's noncompliance with any obligations of Licensee hereunder, including, without limitation, with respect to the Application and Licensee Marketing Materials (if any).

(g) **Personnel.** All personnel necessary for Licensee's production and delivery of the Application shall be Licensee's employees or independent contractors and, to the extent required by law, Licensee shall have all the duties and responsibilities of an employer, including but not limited to payment, payroll deduction and withholdings, employer's taxes and workers' compensation insurance. In accordance with the terms and conditions set forth in Section 4(a) below, if Licensee desires to have any independent contractors or third-parties render any services in connection with Licensee's production and delivery of the Application hereunder, Licensee agrees to obtain from such parties, prior to the commencement of such work and to the fullest extent allowable under applicable law, a full waiver and assignment of rights so that all rights in the particular contribution, free of any claims, interest or rights of such third-parties, shall vest in Fox upon inception (or, solely with respect to such contributions solely attributable to Licensee Materials, in Licensee). To the fullest extent allowable under applicable law, Licensee agrees not to permit any of its employees to obtain or reserve by oral or written agreements any rights in connection with their rendering of services. At Fox's request, Licensee agrees to furnish Fox with full information concerning the rendering of the services and provide Fox with copies of assignments of rights executed by third-parties, subject to Licensee's confidentiality obligations with respect to such arrangements.



Section 2(f)(iii) Redacted information pertaining to royalty calculation procedures.

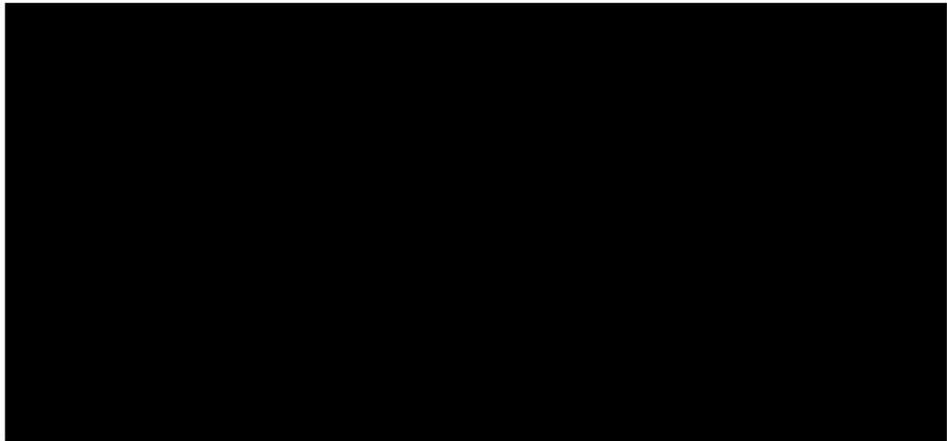
Section 2(h) Redacted provision pertaining to discretionary third party service providers.



3. **LICENSE GRANT**

(a) **License of Property Elements and Promotional Materials.** Subject to the terms and conditions of this Agreement (including any approval rights, restrictions or prohibitions imposed upon Fox by third parties, including talent appearing in the Property, music rights clearance and/or any relevant guild agreements), Fox hereby grants to Licensee during the Term:

(i) A limited, non-exclusive (subject to Section 3(a)(i)(A) below), non-transferable (except as permitted in Section 2(b) above and Section 14(d) below) right and license to use, reproduce, perform, publish, distribute, develop and display components of the Property Elements in connection with the development, production, marketing, promotion, advertisement and release of one (1) Application derived from the Property for distribution via Authorized Distributors to Authorized Devices in the Authorized Languages in the Territory during the Term only (and Licensee accepts such right and license and shall be obligated to develop, produce, distribute, market and promote the Application as set forth herein), subject in each instance to Fox's approval rights as set forth in Section 2 above (the "**Application Rights Licensed**"); and

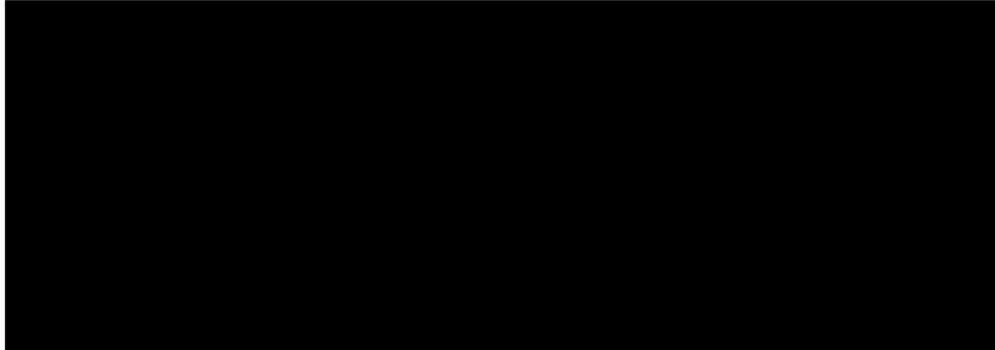


(ii) A non-exclusive, non-transferable (except as permitted in Section 2(b) above and Section 14(d) below), limited right and license to use, reproduce, publish, perform, create, develop and display Promotional Materials solely in connection with the approved marketing, promotion and distribution of the Application as contemplated by, and in accordance with, this Agreement. Use of Promotional Materials shall require Fox's (together with any applicable third-party that has approval rights over the use of the Property, if any) prior written approval in each instance as set forth in Section 7 below (the "**Marketing and Promotion Rights Licensed**").

(iii) The Application Rights Licensed and the Marketing and Promotion Rights Licensed hereunder are also subject to any applicable Talent approvals, clearances, contractual obligations/restrictions and merchandising rights as set forth in Section 3(b)(iii) below.

Section 3(a)(ii)(A). Redacted provision pertaining to scope of license.

(b) **Music and Talent Approvals.**

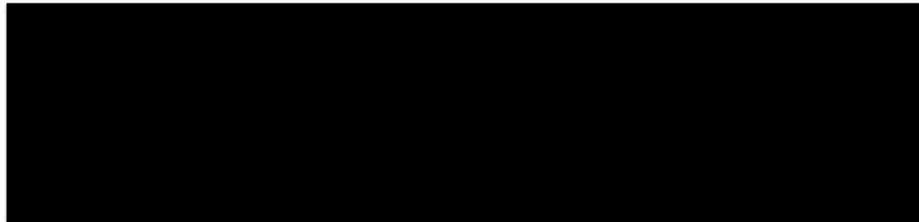


(ii) **Other Music.** Licensee shall be solely responsible for any and all clearances and all third-party payments that may arise out of the approved use of music not subject to Section 3(b)(i) above in connection with the Application, including, without limitation, any royalties, mechanical fees, residuals publishing fees, license fees, reuse fees, other guild-related payments, or any compulsory licensing fees due to mechanical and performing rights societies in the Territory. The use of any music subject to this Section 3(b)(ii) shall be subject to the mutual agreement of the Parties.

(iii) **Talent Approvals.**

(A) **Approvals.** Any use in (or related to) the Application or the Promotional Materials of the voice, likeness or performance of any person, character, entity or party from the Property (collectively referred to herein as "**Talent**") shall be subject to (1) Fox's approval rights set forth herein, (2) approval of Talent (which may be on a rolling/on-going basis), and (3) any contractual obligations/restrictions and merchandising rights for such Talent, as applicable, on a country-by-country basis. Licensee shall not use, copy, or reproduce in the Application or any Promotional Materials the voice, likeness or performance of any Talent without prior written approval from Fox in each instance, nor shall Licensee use such voice, likeness or performance of Talent to promote, market or advertise the Application without the prior written approval of Fox in each instance; *provided*, that nothing in this Section 3(b)(iii) shall be deemed to obligate Licensee to use any voice, likeness or performance of Talent in connection with the Application or the Promotional Materials.

(B) **Sound-Alikes.** Licensee shall not use sound-alikes for Talent in the Application or the Promotional Materials without Fox's prior written approval in each instance.



Section 3(b)(i). Redacted provision pertaining to use and ownership of music used in application.

Section 3(b)(iii)(C) Redacted provision pertaining to obligations as between licensor and licensee as to third party royalty obligations.



(E) **Notice of Talent Obligations/Restrictions.** Fox shall endeavor to notify Licensee of any contractual obligations, restrictions and/or merchandising rights for Talent of which Fox is aware as promptly as possible; provided, however, that no delay by Fox in providing such notice to Licensee shall be deemed a breach of this Agreement.

(F) **Fox Approval Rights.** For purposes of clarification, even in the event that the voice, likeness or performance of Talent is approved by such Talent for use in the Application or Promotional Materials as set forth herein, Fox's approvals rights with respect to the Application and the Promotional Materials pursuant to Section 2(c) above and Section 7 below, respectively, shall apply.

(iv) **Unique Recordings.** Any unique recordings contemplated for use in (or related to) the Application (i.e., dedicated studio session recordings, whether for voice and/or music) must be subject to prior discussions and mutually agreed upon and approved in writing by the Parties ("Unique Recordings"). For the avoidance of doubt, Licensee shall be solely responsible for any and all costs, clearances and payments associated with any Unique Recordings.

(c) **Limitation of Rights; Reservation of Rights.**

(i) Fox and Licensee each acknowledge that the Fox Materials and Licensee Materials constitute valuable trade secrets and/or proprietary information of Fox/Licenser and Licensee, respectively. Accordingly, Fox and Licensee will not (and will not authorize or assist any third-party to): (A) modify, adapt, alter, translate or create Derivative Works of any such Fox Materials or Licensee Materials, as applicable, except as expressly provided in this Agreement; or (B) otherwise use or copy the Fox Materials or Licensee Materials, as applicable, except as expressly allowed under this Agreement.

(ii) Except as otherwise expressly granted in this Agreement, no right, license or privilege is granted to Licensee with respect to the development of any merchandising rights, collateral products, after-market uses or other similar uses displaying, depicting or otherwise relating to the Application, the Property, the Property Elements or any other Fox Materials (or any portions of any of the foregoing) including, without limitation, remakes, sequels, prequels, sound recordings, publications or other endeavors in which the Marks, characters, characterizations, signs and/or visual representations contained in the Application, the Property, the Property Elements or such other Fox Materials may appear. Fox expressly reserves unto itself and/or its designees or Affiliates all rights to distribute, offer for sale, advertise, promote, display and otherwise exploit without limitation, throughout the world, in all media now known or hereafter devised, all literary publishing, merchandise, goods and products similar or identical to the Application, the Property, the Property Elements or any other Fox Materials (or any portions of any of the foregoing), for use in connection with premium sales, promotional and commercial tie-ins, giveaways, or in any other secondary use. Excluding authorized Promotional Materials, 

Section 3(b)(iii)(D) Redacted provision pertaining to obligations as between licensor and licensee as to third party royalty obligations.

(iii) Licensee shall not use, copy, or reproduce in the Application, the names (e.g., non-character or Property-branded names), likenesses (e.g., non-Property images) or voices of the parties (e.g., Talent) who perform in the Property without the prior written approval of Fox, which may be subject to the approval of the parties who perform in the Property. Licensee shall under no circumstances use sound-alike or re-recorded voices of any parties who perform in the Property without Fox's prior written approval in each instance. Licensee shall not use the names, likenesses or voices of the parties who perform in the Property to promote, market or advertise the Application without the prior written approval of Fox.

(iv) The components of the Property Elements delivered to Licensee shall bear copyright and trademark notices as designated by Fox in its sole discretion, and the Application and the Promotional Materials shall bear copyright and trademark notices as designated by Fox and Licensee in their respective sole discretion; provided that the placement and prominence of such copyright and trademark notices within the Application shall be subject to the mutual agreement of the Parties.

(v) Fox and Licensor expressly reserve and retain any and all rights that are excluded from, or not specifically granted to, Licensee pursuant to this Agreement, including without limitation such rights in or to the Fox Materials and/or the Promotional Materials and any Intellectual Property Rights, and Fox and/or Licensor shall be free to develop, distribute, use and/or otherwise exploit (or grant a third-party the right to develop, distribute, use and/or otherwise exploit) such rights, either directly or through its assignees or designees, in any manner and at any time, including but not limited to, the right to develop (or grant a third-party the right to develop) and exploit other wireless, online, mobile and/or social content that is a real or actual currency (i.e., real-money as opposed to virtual currency) gaming, wagering or gambling game and that is based on (or derived from) the Property or the Property Elements, and other wireless, online, mobile and/or social content that is based on (or derived from) the Property or the Property Elements.

4. PROPRIETARY RIGHTS

(a) **Materials; Ownership.** Fox and Licensee acknowledge and agree each Party shall at all times retain sole and exclusive ownership of its respective materials, as set forth in this Section 4(a). For the avoidance of doubt, as used herein, "**Fox Materials**" (defined below) shall be deemed to exclude any "**Licensee Materials**" (defined below) incorporated therein, and Licensee Materials shall be deemed to exclude any Fox Materials incorporated therein (i.e., when giving effect to this Section 4(a), the Application, each Deliverable, and each item, element or portion of the foregoing, shall be reduced to the underlying Fox Materials and Licensee Materials comprising the Application, such Deliverable and/or each such item, element or portion, as may be applicable).

(i) As between the Parties, Fox and Licensor (or their Affiliates or assigns) shall be, from the time of creation, the sole and exclusive owner of: (1) the Property; (2) all Property Elements; (3) the entire "look and feel" of the Application (but excluding all manner of Licensee Materials incorporated therein); (4) the musical score and songs from the Property; (5) the Talent; (6) the Promotional Materials (but excluding all manner of Licensee Materials incorporated therein); (7) any of Fox's or Licensor's Intellectual Property Rights, Moral Rights and/or Marks in and to the Property, the Property Elements or the Promotional Materials; (8) any Property Elements or other materials created or developed by Licensee that are based on, derived from, embody or incorporate the Property, Property Elements or other Fox

Section 3(c)(ii) Redacted provision pertaining to license exclusions.

Materials (including, without limitation, design documents, art, graphics, animation, music, text and the Intellectual Property Rights embodied therein) (but excluding all manner of Licensee Materials incorporated therein); (9) all Writer/Producer Content, if any; (10) any Derivative Works of any of the foregoing; and (11) any Intellectual Property Rights incorporated in, covering or embodied by the foregoing (collectively, the “**Fox Materials**”); provided that, for the avoidance of doubt, Fox Materials shall exclude all Licensee Materials. For clarity, the entire “look and feel” of the Application includes, without limitation, all visual displays, scripts, literary treatments, characters, backgrounds, environments, and other elements visible to the End Users; all sounds, sound effects, sound tracks, cover songs and other elements audible to the End Users; and all methods in which the End Users interact with the characters, backgrounds, environments or other elements of the Application. Licensee shall cause Fox to own the aforesaid rights and shall set forth in its agreement(s) with its Developer(s) and any other third parties rendering services in connection with the production of the Application that Fox shall be the exclusive owner of these rights as a party commissioning a work made for hire, or acquiring by assignment rights in a work made for hire (such as elements created by Licensee’s employees). Fox’s and Licensor’s Intellectual Property Rights shall be indefeasible and irrevocable and, to the fullest extent allowable under applicable law, shall not be subject to reversion under any circumstances, including cancellation, termination, expiration, or breach of this Agreement. All materials created hereunder shall be prepared by an employee-for-hire of Licensee under Licensee’s sole supervision, responsibility and monetary obligation. If third parties who are not employees of Licensee contribute to the creation of the materials, Licensee shall obtain from such third parties, prior to the commencement of work, a full written assignment of the rights so that all right, title and interest in the materials, throughout the universe and in perpetuity, shall vest in Fox. If, for any reason whatsoever, any rights to any Fox Materials are deemed not to be the sole and exclusive property of Fox and/or Licensor, or in the event that Licensee should, by operation of law, be deemed to retain any rights in any Fox Materials, Licensee hereby irrevocably assigns to Fox and Licensor (without any further consideration) all of Licensee’s rights, titles, and interests, if any, in and to any and all such Fox Materials. Licensee also hereby waives any Moral Rights it may have in the materials it creates in connection with the Fox Materials. Licensee further agrees to execute one or more copyright assignments at Fox’s request, or any other subsequent document as further evidence of this assignment, and to cooperate with Fox and Licensor, in perfecting the assignment of any rights to any Fox Materials and all Intellectual Property Rights embodied therein, and hereby appoints Fox or Licensor as its attorney-in-fact to execute any documents required in connection with such assignment.

(ii) As between the Parties, Licensee shall, from the time of creation, be the sole and exclusive owner of: (A) the Source Code; (B) the mobile game design of the Application, but excluding the entire “look and feel” thereof and all manner of Fox Materials incorporated therein; (C) the Application’s underlying technology (including the game engine), whether proprietary or third-party and/or whether in existence or created, modified or improved as part of the design and build of the Application; (D) the technical documentation created by Licensee for the Application; and (E) any Intellectual Property Rights incorporated in, covering or embodied by the foregoing (collectively, the “**Licensee Materials**”); provided that, for the avoidance of doubt, Licensee Materials shall exclude all Fox Materials. If, for any reason whatsoever, any rights to any Licensee Materials are deemed not to be the sole and exclusive property of Licensee, or in the event that Fox or Licensor should, by operation of law, be deemed to retain any rights in any Licensee Materials, Fox and/or Licensor hereby irrevocably assign to Licensee (without any further consideration) all of Fox’s and/or Licensor’s rights, titles, and interests, if any, in and to any and all such Licensee Materials. Fox further agrees to execute one or more customary copyright assignments at Licensee’s request, or any other subsequent document reasonably required as further evidence of this

assignment, and to use reasonable efforts to cooperate with Licensee, in perfecting the assignment of any rights to any Licensee Materials and all Intellectual Property Rights embodied therein.

(iii) All right, title and interest in the Fox Materials are and will remain the property of Fox and Licensor. For avoidance of doubt, Fox and Licensor shall have the right to use the Fox Materials in any other projects at its sole discretion, whether such projects commenced prior to, simultaneously with or subsequent to this Agreement (including applications it develops independently or with other developers); provided, however, that no such project/application shall contain any Licensee Materials. In addition to all the terms and conditions set forth herein, Licensee will abide by and maintain all notices, license information, and restrictions provided by Fox in writing relating to the Fox Materials. Unless expressly permitted herein or otherwise agreed to by the Parties in writing, Licensee shall not modify, publish, transmit, participate in the transfer or sale of, reproduce, create Derivative Works based on, redistribute, perform, display, or in any way exploit any of the Fox Materials in whole or in part.

(iv) All right, title and interest in the Licensee Materials are and will remain the property of Licensee. For avoidance of doubt, Licensee shall have the right to use the Licensee Materials in any other application it develops; provided, however, that no such other application shall contain any Fox Materials whatsoever. Fox will abide by and maintain all notices, license information, and restrictions provided by Licensee in writing relating to the Licensee Materials to the extent accepted by Fox. Unless expressly permitted herein or otherwise agreed to by the Parties in writing, Fox shall not modify, publish, transmit, participate in the transfer or sale of, reproduce, create Derivative Works based on, redistribute, perform, display, or in any way exploit any of the Licensee Materials (excluding any Fox Materials incorporated therein) in whole or in part.

(b) Moral Rights.

(i) **Licensee.** To the fullest extent allowable under applicable law, Licensee hereby forever waives, agrees never to assert, and irrevocably transfers and assigns to Fox and Licensor any and all Moral Rights that Licensee may have in Fox's and/or Licensor's Intellectual Property Rights in and to the Property, the Property Elements, any other Fox Materials, or any Derivative Works thereof (excluding any components of such Derivative Works that constitute Licensee Materials), and shall cause Licensee's employees and contractors (including any Developer(s) or other authorized sub-licensee(s)) to do the same, and Licensee shall cause Fox and Licensor to own all such rights. To the fullest extent allowable under applicable law, Licensee hereby does expressly assign to Fox and Licensor any and all Moral Rights it may have in Fox's and Licensor's Intellectual Property Rights in and to the Property, the Property Elements and any other Fox Materials and/or any Derivative Works thereof, regardless of whether such right is denominated or generally referred to as a moral right.

(ii) **Fox.** To the fullest extent allowable under applicable law, Fox hereby does expressly assign to Licensee any and all rights of attribution, paternity or integrity, rights to claim authorship, to object to any distortion, mutilation, or other modification of, or other derogatory actions in relation to, any of Licensee's Intellectual Property Rights in and to the Licensee Materials, whether or not such would be prejudicial to Licensee's honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty regardless of whether such right is denominated or generally referred to as a moral right. To the fullest extent allowable under applicable law, Fox hereby forever waives, agrees never to assert, and irrevocably transfers and assigns to Licensee any and all of the

foregoing rights that Fox may have in Licensee's Intellectual Property Rights in and to the Licensee Materials and shall cause Fox's employees and contractors, if any, to do the same.

(c) Assignment and Cooperation.

(i) Licensee.

(A) Licensee shall not by any act or omission impair or prejudice Fox's or Licensor's Intellectual Property Rights in the Property Elements, the Property, or any other Fox Materials, or allow any third-party to obtain any lien or other right of whatever nature incompatible with Fox's or Licensor's Intellectual Property Rights. Licensee shall promptly notify Fox of any known or suspected infringement of Fox's or Licensor's Intellectual Property Rights in the Property, the Property Elements or any other Fox Materials and shall assist Fox, at Fox's expense, in taking such action as Fox or Licensor, in their sole discretion, deems necessary or appropriate to prevent or remedy such infringement. Licensee shall also promptly notify Fox in writing of any legal proceeding instituted, or claim or demand asserted, by any third-party against Licensee with respect to any of Fox's or Licensor's Intellectual Property Rights and/or allegedly resulting from the use of the Property, the Property Elements or other Fox Materials.

(B) Promptly upon the written request of Fox, Licensee agrees to execute and deliver, and will endeavor to cause its employees and contractors (if any) and such contractors' employees to execute and deliver, to Fox or to such third party as Fox may reasonably direct, without further compensation, any and all powers of attorney, assignments, applications (whether original, continuation, divisional, reissue, extension or renewal) and other papers which may be necessary or desirable to fully secure to and perfect in Fox (or such party as Fox may designate) the rights in the Intellectual Property addressed in Sections 4(a)(i) and 4(b)(i) above, in the United States and in any foreign country. Licensee agrees to assist Fox and will endeavor to cause its employees and contractors (if any) hereunder and such contractors' employees to assist Fox in every proper way (including, without limitation, appearing as a witness to provide testimony), entirely at Fox's expense and for Fox's benefit, in connection with prosecuting, securing, maintaining, enforcing and defending any such Intellectual Property of Fox.

(ii) Fox.

(A) Fox shall not by any act or omission impair or prejudice Licensee's Intellectual Property Rights in the Licensee Materials, or allow any third-party to obtain any lien or other right of whatever nature incompatible with Licensee's Intellectual Property Rights. Fox shall promptly notify Licensee of any known or suspected infringement of Licensee's Intellectual Property Rights in the Licensee Materials and shall assist Licensee, at Licensee's expense, in taking such action as Licensee, in its sole discretion, deems necessary or appropriate to prevent or remedy such infringement. Fox shall also promptly notify Licensee in writing of any legal proceeding instituted, or claim or demand asserted, by any third-party against Fox with respect to any of Licensee's Intellectual Property Rights and/or allegedly resulting from the use of the Licensee Materials.

(B) Promptly upon the written request of Licensee, Fox agrees to execute and deliver, and cause its employees and contractors (if any) and such contractors' employees to execute and deliver, to Licensee or to such third party as Licensee may

reasonably direct, without further compensation, any and all powers of attorney, assignments, applications (whether original, continuation, divisional, reissue, extension or renewal) and other papers which may be necessary or desirable to fully secure to and perfect in Licensee (or such party as Licensee may designate) the rights in the Intellectual Property addressed in Sections 4(a)(ii) and 4(b)(ii) above, in the United States and in any foreign country. Fox agrees to assist Licensee and to cause its employees and contractors (if any) hereunder and such contractors' employees to assist Licensee in every proper way (including, without limitation, appearing as a witness to provide testimony), entirely at Licensee's expense and for Licensee's benefit, in connection with prosecuting, securing, maintaining, enforcing and defending any such Intellectual Property of Licensee.

(d) **Trademark.** For purposes of clarification, as between Fox and Licensor, on the one hand, and Licensee, on the other hand, Fox and Licensor (or their respective assigns or licensors) shall own all trademark rights in the name, title, logo and logo treatments of the Application. As applicable, Fox or Licensor, in its sole discretion, may take steps (or has already taken steps) to secure trademark rights with respect to certain Marks associated with the Property in selected key jurisdictions worldwide, and Fox or Licensor will administer the process for securing any and all such trademark registrations as necessary with respect to the publication and distribution of the Application.

(e) **First Sale Doctrine Not Applicable.** The Property Elements are licensed, not sold, by Fox to Licensee, and nothing in this Agreement shall be interpreted or construed as a sale or purchase of the Property Elements, including without limitation any use of a "purchase order" by Licensee in connection with the transactions contemplated hereunder. Furthermore, notwithstanding use of the terms "sale" and "sell" throughout this Agreement, any distribution or delivery of the Application by Licensee to any Developer or other authorized sub-licensee (including, without limitation, the Authorized Distributor(s) and End Users) will be by license and not by sale. Accordingly, Licensee acknowledges that the "First Sale Doctrine" (as embodied in 17 U.S.C., Section 109 of the United States Copyright Act of 1976, as amended, or other equivalent laws or statutes in the Territory) does not apply to Licensee's acquisition of rights in and to the Property Elements and the Property hereunder, or to any Developer's acquisition of rights in and to the Application under any agreement between Licensee and such Developer.

5. Fox OBLIGATIONS.

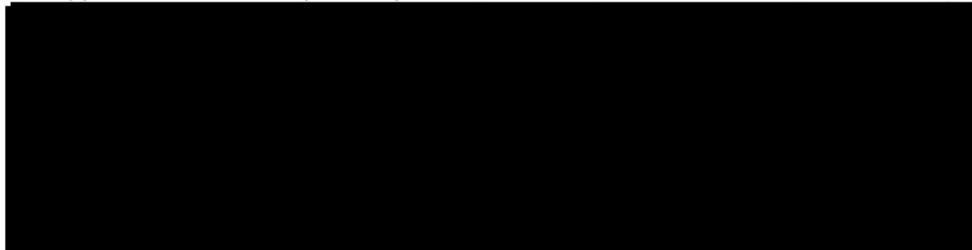
(a) Approvals and Clearances for the Application.

(i) **Required Approvals.** Except as otherwise provided in this Agreement (e.g., Section 3(b) above), as between the Parties, Fox will endeavor to obtain any and all necessary approvals to use the components of the Property Elements delivered to Licensee in the Application, subject to Fox's approval rights set forth herein.

(ii) **Assets.** To the extent such assets and other materials are in Fox's possession and control, and to the extent that Fox has the necessary legal rights to convey such assets to Licensee, Fox will use reasonable efforts to provide available assets and other materials (e.g., images, videos, sounds) that may assist Licensee in creating the Application (collectively, "**Assets**"). In addition, Fox may, in its sole discretion and as applicable, provide to Licensee (A) a story synopsis for the Property (or portions thereof), and (B) a current style guide for the Property (or portions thereof), to the extent that the foregoing are in Fox's possession and control, and to the extent Fox has the legal rights necessary to convey the foregoing to Licensee.

(b) **Marketing and Promotion.**

(i) Fox and Licensee shall work together throughout the Term to market and promote the Application, both during development (pre-launch) and once the Application is live;



- (A) Online media (Fox.com or Property site/landing page);
- (B) Official social channels (Facebook, Twitter);
- (C) Broadcast Media (On-Air Promo);
- (D) Video-on-Demand Promotional Inventory;
- (E) Out-of-Home and Print Media;
- (F) Involvement from key talent (cast and crew);
- (G) DVD/Blu-ray Disc promotion (inserts, sweepstakes, on-pack);
- (H) Point-Of-Sale (POS) promo with Fox retail partners;
- (I) Presence at industry events (ComicCon, Licensing Show, etc.); and
- (J) Corporate (Global outreach program, Fox Studio presence).

6. LICENSEE OBLIGATIONS

(a) **Application Development.** Licensee shall create, produce, develop, update and support the Application in accordance with the provisions of this Agreement, including (without limitation) Section 2 above and Sections 6(h) and 6(j) below.

(b) **Application Publication / Distribution.** Whether by Licensee directly and/or through one or more Authorized Publishers (pursuant to Section 2(f) above), Licensee is obligated to ensure that the Application is published and distributed throughout the Territory via the Authorized Distributors for the duration of the Term (i.e., upon the Commercial Release Date and continuing until the expiration or termination of the Term), subject to applicable limitations of the Authorized Distributors and/or other legal restrictions. For the avoidance of doubt, the approval of any Authorized Publisher to publish and/or distribute of the Application hereunder shall require the mutual approval of the Parties.



Section 5(b)(i) Redacted descriptions pertaining to specific licensor intellectual property ownership rights.

[REDACTED]

(d) **Reporting and Payment.** As between the Parties, Licensee (or the Authorized Distributors) shall be responsible for processing all transactions in connection with the sale, distribution or other exploitation of the Application (including, without limitation, advertising/sponsorships or the sale of in-app virtual goods or other items for enhancing End User game-play, as applicable). As between the Parties, Licensee (or the Authorized Distributors) shall be responsible for all billing and collection of all fees due in connection with the sale, distribution or other exploitation of the Application (including, without limitation, advertising/sponsorships or the sale of in-app virtual goods or other items for enhancing End User game-play, as applicable). [REDACTED]

(e) **Marketing and Promotion.**

(i) **Application Marketing.** Licensee shall collaborate with Fox to engage in marketing, advertising and promotional efforts with respect to the Application throughout the Territory during the Term, both during the early development phase (i.e., prior to the Commercial Release Date) as well as once the Application is live; [REDACTED]

Fox agrees to endeavor to provide Licensee with any materials reasonably requested by Licensee and/or Licensee's agency partner (subject to Section 9(a)(iii)) to develop, market, advertise and promote the Application, subject to availability and Fox's approval. In furtherance of the foregoing, Licensee shall, subject to Fox's approval rights, implement the following promotional activities for the Application (at a minimum, and without limitation):

- (A) Conduct user acquisition by purchasing available mobile media;
- (B) Cross-promote the Application in its cross-promotional network, including but not limited to, Licensee's other games and apps;
- (C) Present the Application to platforms for potential featuring and promotion;
- (D) Promote the Application on social media channels (e.g., Facebook and Twitter)
- (E) Cross-promote other Fox mobile apps and games within the Application at an equitable ratio to be determined after good faith discussions between the Parties.

Subject to Fox's prior, written approval, Licensee will be permitted to promote Licensee's other mobile apps and games within the Application.

[REDACTED]

[REDACTED]

Section 6(c). Redacted information pertaining to application pricing procedures.

Section 6(d). Redacted language regarding royalty payment procedures.

Section 6(e)(i). Redacted language regarding formal marketing approval procedures.

Section 6(e)(ii) Redacted provision regarding co-marketing functions between licensor and licensee.

[REDACTED]

[REDACTED]

[REDACTED]

(f) **Licensee Marketing Materials.**

(i) If Licensee elects to produce Promotional Materials for the purpose of advertising, marketing, and promoting the Application including, without limitation, website(s), Licensee

[REDACTED]

(ii) Licensee may be credited as the "creator, publisher and developer" of the Application in any such Licensee Marketing Materials.

(iii) Once approval has been granted by Fox with respect to a particular item of the Licensee Marketing Materials, Licensee will not make alterations, modifications or revisions to such item without further written approval from Fox.

(g) **Localization.**

(i) Licensee shall localize the Application, including in-Application text, for use throughout the Territory (e.g., translating and localizing titles, in-Application text, graphics and menus for integration into the Application) and release the Application in the Authorized Languages; provided that any such localization of the Application shall be as mutually agreed by the Parties.

(ii) In addition, in consultation with Fox, Licensee will have the option to partner with development studios and publishing/distribution partners (each subject to approval by Fox)

[REDACTED]

[REDACTED]

(iv) Notwithstanding anything to the contrary herein, any pre-recorded audio sound bites from the Property incorporated into the Application shall be in English only.

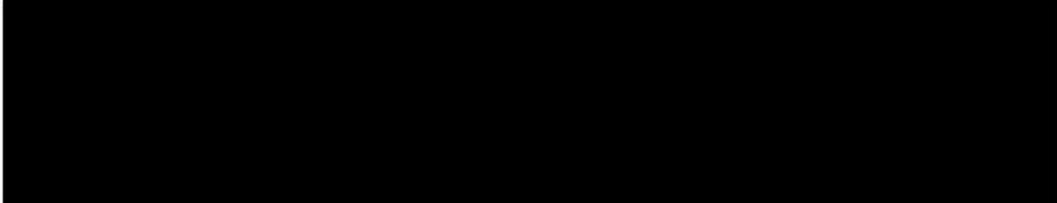
(h) **Live Service / Development Operations.** During the Term, and subject to Fox's approval rights as set forth in Section 2(c) above, Licensee shall (i) provide all ongoing product support,

Section 6(e)(iii) and (v). Redacted provision regarding marketing approval procedures.
Section 6(e)(iv). Redacted provision regarding licensor marketing content.
Section 6(f)(i). Redacted language regarding marketing approval procedures.
Section 6(g)(ii). Redacted language regarding discretionary third party service providers.
Section 6(g)(iii). Redacted provision regarding technical geographic specifications.

including live service, technical support, development operations, new content development, product management, maintenance, customer relationship management and quality assurance (QA), for the Application in the same manner as it provides such support for any other similar products that it develops, distributes and/or publishes; (ii) update the Application to meet any new requirements, changes or features requested by an Authorized Distributor or imposed by Applicable Law, and (iii) update the Application for optimal distribution and use via Authorized Distributor's latest platforms, systems and software. In connection with any issue(s) detected by or reported to Licensee (including, but not limited to, by Fox) that (A) negatively impacts the representation of the Property or Property Elements within the Application, (B) negatively impacts an End User's game-play experience, and/or (C) negatively impacts the intended performance or functionality of the Application, then Licensee shall: (1) promptly notify Fox thereof along with any other related issues or concerns, which notice shall include a roadmap for how Licensee intends to address and resolve such issue(s) and related concerns; (2) provide to Fox any other information in connection therewith as reasonably requested by Fox; and (3) use all commercially reasonable efforts to remedy such issue(s) as soon as commercially practicable.

(i) **Sunset Period.** For a period of at least ninety (90) days following the expiration or earlier termination of the Term (unless otherwise mutually agreed by the Parties, and such period following the expiration or earlier termination of the Term referred to as the "**Sunset Period**"), Licensee shall (i) cease all development work on the Application, except to make commercially reasonable efforts under the circumstances to keep the Application operational, but shall nevertheless ensure that the Application complies with Applicable Law, and (ii) continue to provide all ongoing product support, including live service, technical support, maintenance, customer relationship management (for existing End Users only) and quality assurance (QA), for the Application in a manner consistent with Licensee's similar products, provided that, such ongoing product support during the Sunset Period may be scaled down to reflect appropriate levels of support for a "sunsetting" mobile game. For the avoidance of doubt, upon the expiration or earlier termination of the Term, Licensee shall make the Application unavailable for downloading or otherwise accessible on any platform by any new End Users or customers and otherwise cease distribution of the Application via the Authorized Distributors. For the avoidance of doubt, the Minimum Guarantee shall not be recoupable against any Fox Royalties earned during such Sunset Period.

(j) **Product Updates.** Subject to all terms and conditions applicable to the Application herein (including, without limitation, approvals as set forth in Section 2(c) above and Section 7 below, as applicable), throughout the Term, [REDACTED] Licensee shall (in collaboration with Fox) update, amend, enhance, further develop and maintain the Application, as appropriate, after the Commercial Release Date to maintain and enhance the viability of the Application (each such update to the Application, a "**Product Update**"). For the avoidance of doubt, any update to the Application that (i) is intended (or deemed necessary by Licensee) solely as a periodic system-wide "bug fix" or technical platform update to the Application, and (ii) does not modify, impact or affect the Fox Materials used in the Application (each such bug fix or technical update to the Application, a "**Technical Update**") shall not be deemed hereunder as a Product Update that is subject to the terms and conditions of Section 2(c) above and this Section 6(j). The Parties shall agree upon a schedule for the timing and release of Product Updates to the Application; provided that Product Updates shall occur no less frequently than once a month throughout the Term (following the Commercial Release Date), unless otherwise mutually agreed by the Parties.



Section 6(j). Redacted language regarding cost apportionments, and technical description of product updates.

reasonable time frame. Additionally, from time-to-time and subject to the mutual agreement of the Parties, such Product Updates may also include additional content, such as, but not limited to, new characters, virtual items, new levels, and new game modes. For clarity, all Product Updates shall be subject to Fox's prior written approval in the manner set forth in Section 2(c) above.



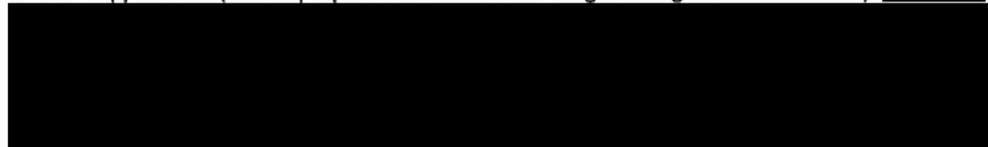
(l) **Compliance with all Laws.** Licensee shall comply with Applicable Law in connection with the distribution of the Application throughout the Territory and any other of its activities under this Agreement, including, but not limited to, COPPA, the California Online Privacy Protection Act, and any other applicable privacy and/or data security laws, rules or regulations applicable to the Application.

(m) **Internet Data.** Where Licensee distributes the Application directly to consumers, Licensee shall comply with Applicable Laws in connection with the distribution of the Application. If Fox determines, in its reasonable discretion, that one or more monetization models employed by the Application (e.g., sale of ads, in-app purchases, cross-promotional opportunities with physical merchandise, etc.), Application functionality (e.g., push notifications, sharing functionality within the Application, like social media sharing buttons, etc.), Application updates, and/or Licensee's End User facing disclosures with respect thereto (whether within the Application, the Application's privacy policy and/or on the buy page of the Authorized Distributors), violate, or otherwise need to be updated to comply with, Applicable Law, including, without limitation, COPPA, then Fox shall notify Licensee thereof and the Parties shall promptly engage in discussions and Licensee shall make all commercially reasonable efforts to address and remedy such compliance issue to Fox's reasonable satisfaction. Licensee agrees that it shall not interfere with attempts by Fox or its designees to monitor Licensee's compliance with Applicable Law, including through the use of the Application by Fox or its designee.

(n) **Security Measures.**

(i) Prior to the Effective Date hereof, Licensee has received written confirmation from Licensor's content security group regarding Licensor's conditional approval of Licensee's (and/or any Developer's, as applicable) content security procedures and apparatus.

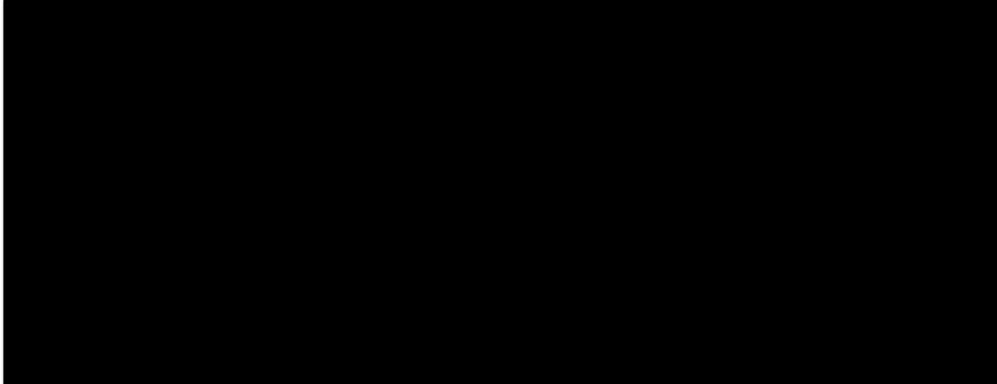
(ii) Licensee shall employ all security measures necessary to prevent the copying, duplication or pirating of Fox Materials. To that end, Licensee shall use its best efforts to comply with the content security guidelines incorporated in Exhibit E attached hereto (the "Content Security Guidelines") and Licensee shall use its best efforts to ensure that any Developer and/or third-party contractor or vendor (if any) engaged by Licensee in connection with the Application (for the purpose of Licensee fulfilling its obligations hereunder) 



Section 6(k). Redacted provision regarding discretionary third party service providers.
Section 6(n)(ii). Redacted language regarding review procedures.

7. **PROMOTION; APPROVALS**

(a) **Submission.**

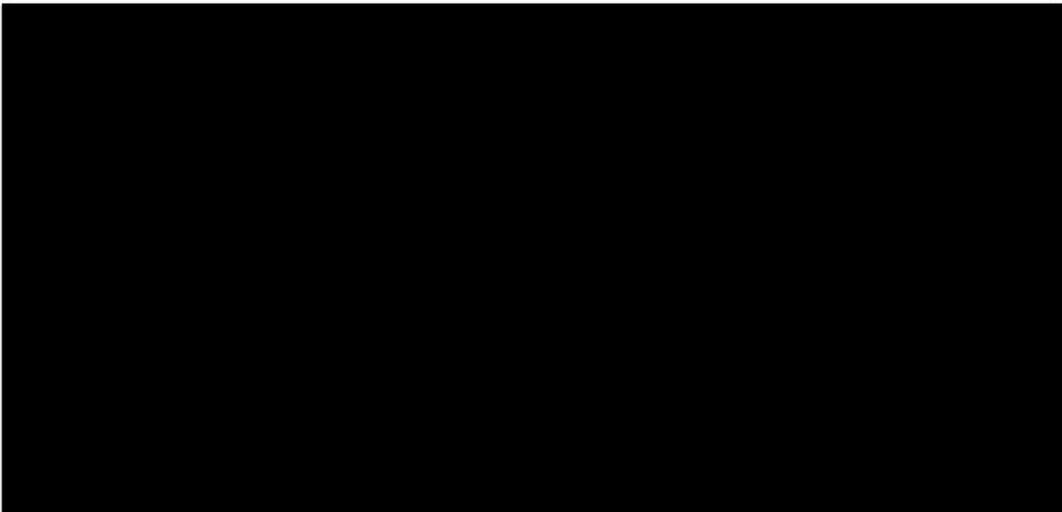


(b) **Approval.** Fox (together with any applicable third-party that has approval rights over the use of the Property and/or the Property Elements) will approve or deny Licensee Marketing Materials (and the use or incorporation of any components of the Property Elements therein) submitted by [REDACTED]. Fox shall summarize the reasons for any disapproval of any proposed Licensee Marketing Materials and state any revisions or improvements as Fox deems reasonably necessary in order to grant approval. After making such revisions and/or



has been granted by Fox with respect to a particular item, Licensee may not make alterations, modifications or revisions to such item without further written approval from Fox. Licensee may only distribute Fox approved, complete Promotional Materials as approved in final form. Licensee's failure to comply with the provisions of this Section 7 shall be deemed a material breach of this Agreement.

8. [REDACTED] **FOX ROYALTIES; PAYMENT;** [REDACTED]
RECORDS



Section 7(a). Redacted provisions regarding application review procedures.
Section 7(b). Redacted specific description of review timelines.

[REDACTED]

[REDACTED]

[REDACTED]

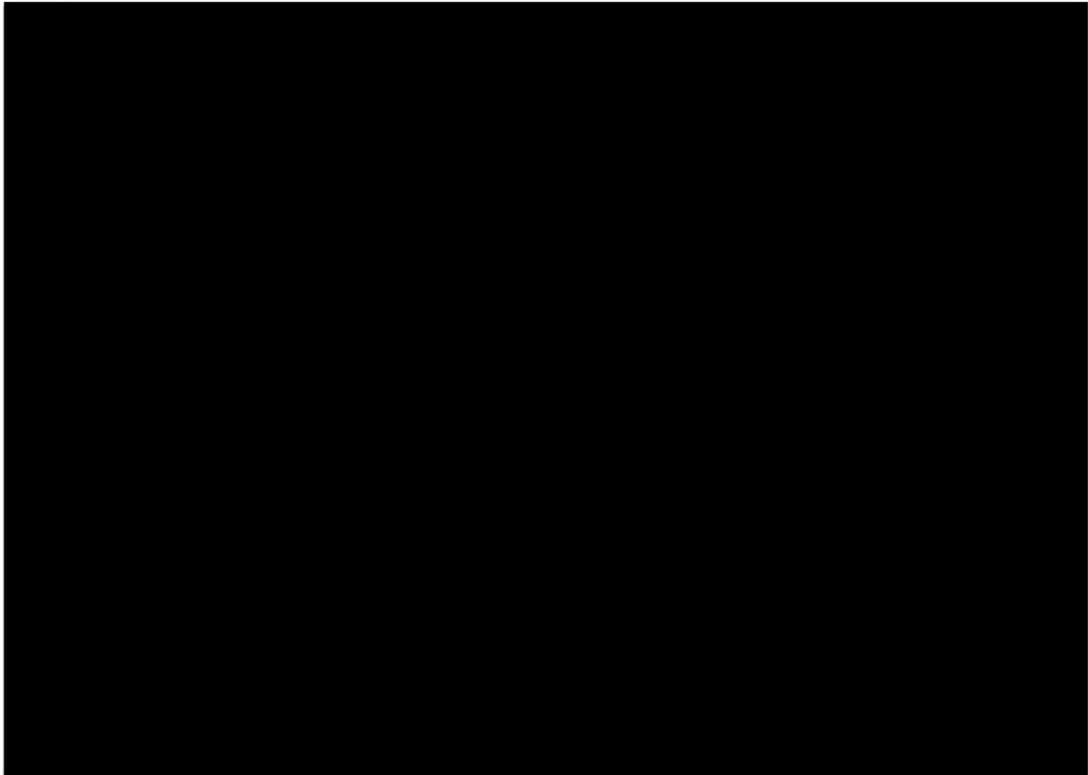
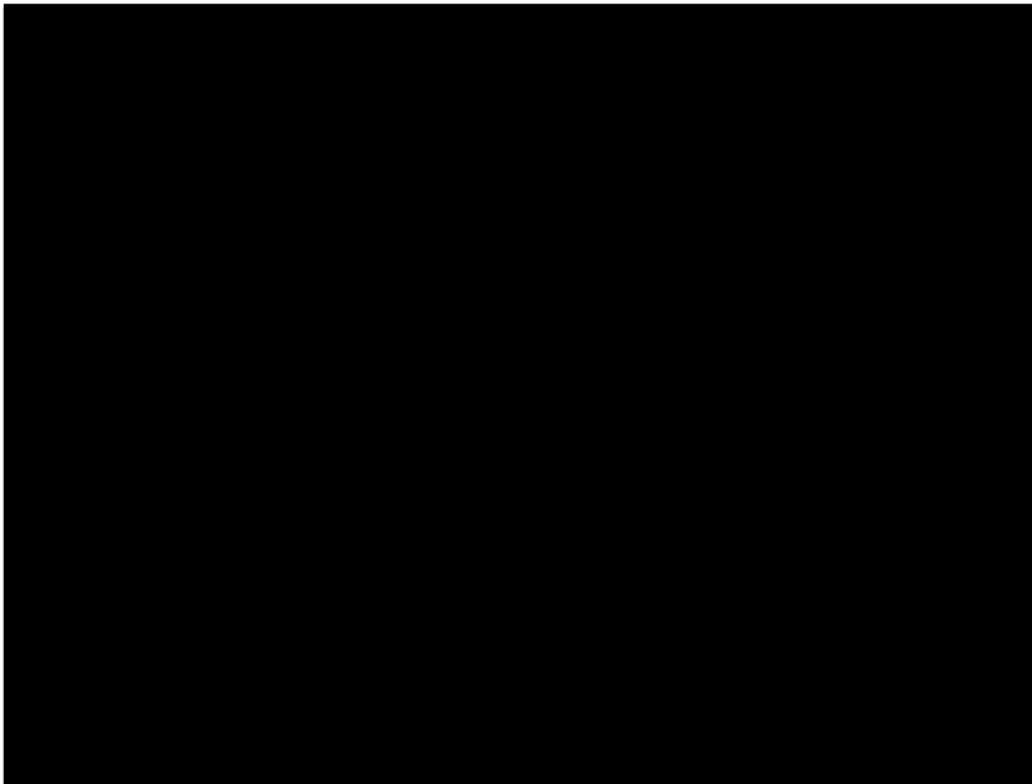
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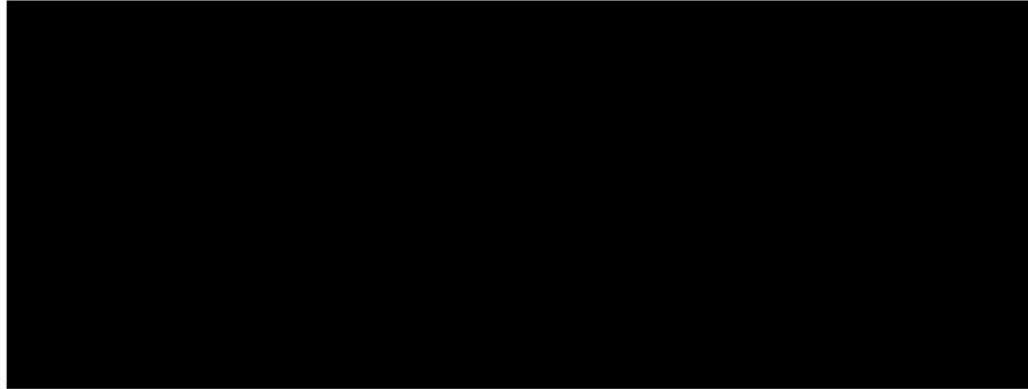
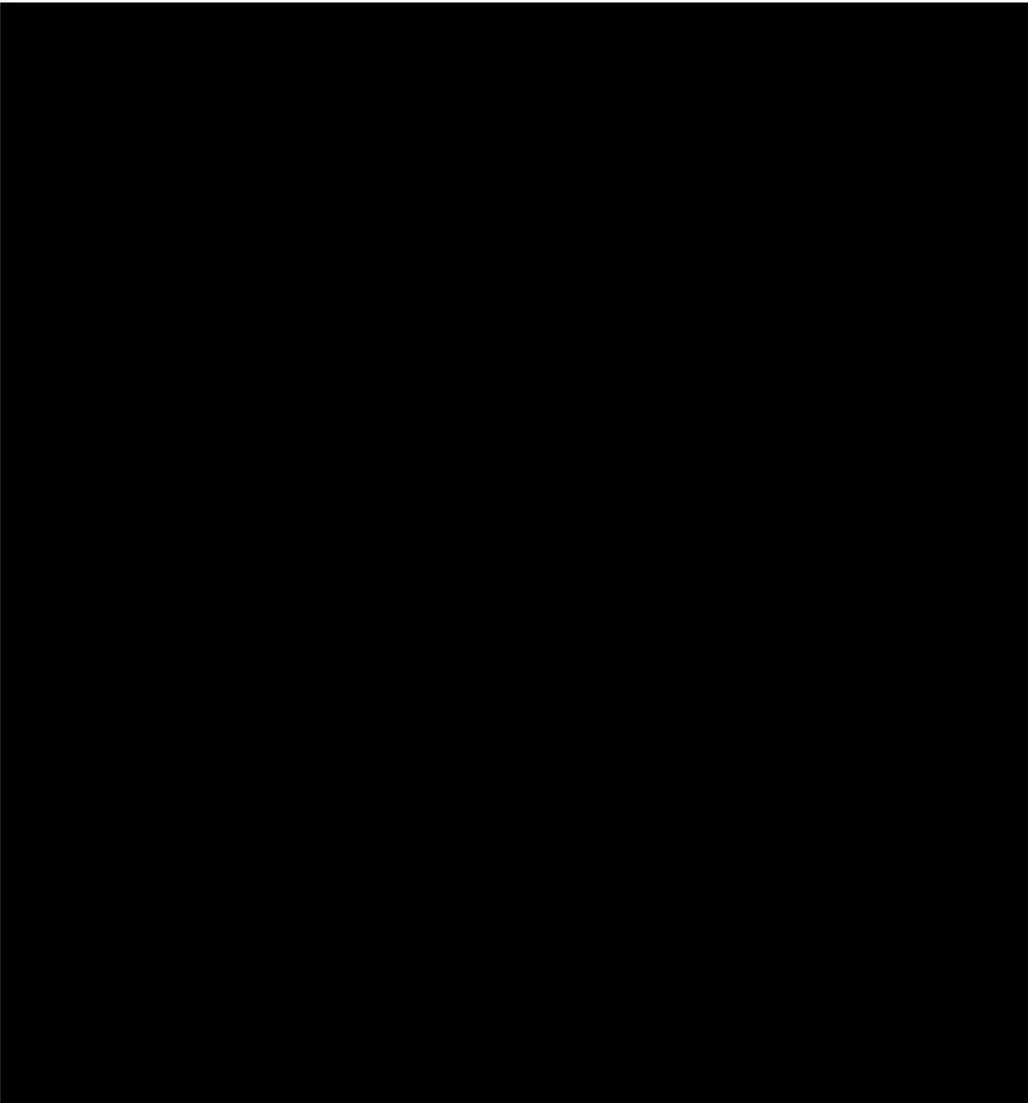
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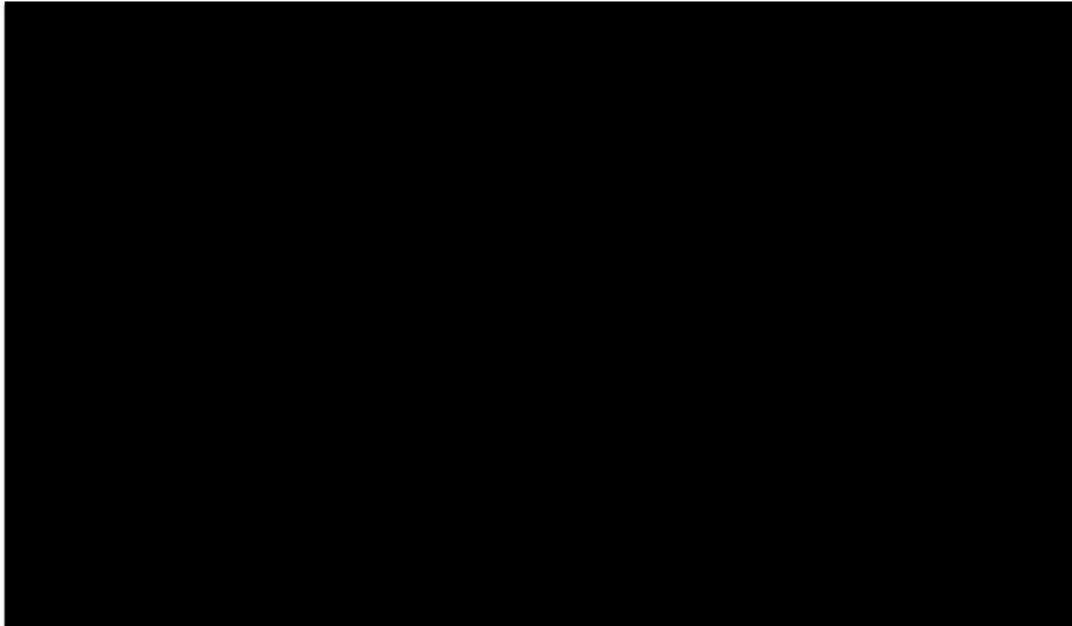
[REDACTED]

[REDACTED]

[REDACTED]









9. **CONFIDENTIALITY; USER DATA; PUBLICITY**

(a) **Confidentiality.** The Receiving Party agrees that it shall maintain the Disclosing Party's Confidential Information in confidence and shall not disclose such Confidential Information to any third-party nor use the Confidential Information for any purpose other than to exercise or perform its rights or obligations hereunder or as otherwise permitted under this Agreement.

(i) Confidential Information shall include the following, whether oral or written, and whether or not marked "confidential" or "proprietary":

(A) the existence and terms of this Agreement.

(B) any information (including business plans, budgets or projections) relating to the business of either Party or any Affiliate thereof.

(C) any data or information that either Party creates or obtains from or on behalf of the other Party or in the course of carrying out the terms of this Agreement, including any financial or any personal, private or sensitive information of either Party, its affiliated entities, employees or agents or any personal, private or sensitive information of any other persons, and any information whose collection and disposition is governed by applicable law or regulation.

(D) any report or other document prepared by or for either Party that contains or is based, directly or indirectly, upon any information of the types referred to herein.

(ii) **Security Measures.** Each Party shall keep confidential all Confidential Information of the other Party and shall implement appropriate security measures to ensure confidentiality, including for electronically maintained or transmitted Confidential Information. The foregoing obligations shall apply to any officers, directors, employees, contractors and agents of each Party. Each Party shall notify the other Party in writing promptly upon becoming aware of any breach of any of its obligations under this Agreement.

(iii) **Restrictions on Use of Confidential Information.** Receiving Party shall not use Disclosing Party's Confidential Information for any purpose other than to exercise or perform its rights or obligations under this Agreement. Each Party shall not, without the other Party's prior written consent, disclose to any third-party or use for its own benefit, any Confidential information or any other information relating to the pricing, processes, financial data or related information of the other Party, its Affiliates, customers or suppliers. The foregoing obligation shall apply to any employees, contractors and agents of each Party. Notwithstanding the foregoing, Fox shall have the right to disclose any terms and conditions of this Agreement and other Confidential Information to (A) any of its Affiliates in the course of its normal corporate reporting obligations, (B) current and prospective investors and lenders, (C) participants in any of the proceeds of the Property, (D) any of its officers, directors, employees and agents who need to know the Confidential Information, and (E) any of its attorneys, accountants, professional advisors or vendors (or the attorneys, accountants, professional advisors or vendors of any of the foregoing), each of whom agree

Section 8. Redacted provisions regarding royalty calculation and payment procedures.

to be bound by the confidentiality obligations contained herein (including under a professional employment obligation of confidentiality).

(iv) **Legal Disclosure.**

(A) In the event either Party becomes legally compelled to disclose any Confidential Information of the other Party to comply with applicable law, requests of regulatory agencies or administrative authorities having jurisdiction over it, administrative or court order or pursuant to subpoena or other legal process, such Party shall provide the other Party with prompt notice thereof and shall not divulge any information until such other Party has had the opportunity to seek a protective order or other remedy to restrict such disclosure. If such actions by such other Party are unsuccessful, or if such other Party otherwise waives its right to seek such remedies, the compelled Party shall disclose only that portion of the other Party's Confidential Information which it is legally required to disclose.

(B) Notwithstanding anything to the contrary contained herein, federal law provides that no individual may be held criminally or civilly liable under any federal or state trade secret law for directly or indirectly disclosing, in confidence, a trade secret to any federal, state or local government official, or to an attorney, where such disclosure is solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed under seal in a lawsuit or other proceeding. Nothing in this Agreement shall be construed to conflict or otherwise interfere with any individual's rights under federal law as provided herein.

(v) **Return or Disposal of Confidential Information.** Upon the expiration or earlier termination of this Agreement, each Party shall, upon request by the other Party, return and/or destroy all Confidential Information specified by the other Party.

(vi) **Exceptions.** Notwithstanding anything to the contrary herein, the following will not constitute "Confidential Information" for the purposes of this Agreement: (i) information that Receiving Party can show, by documented and competent evidence, was known by it prior to the disclosure thereof to it by or on behalf of the Disclosing Party, or independently developed by it, in both cases, without using the Confidential Information; (ii) information that is or becomes generally available to the public other than as a result of any disclosure, directly or indirectly, by Receiving Party in breach of this Agreement; (iii) information that is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party, provided that such source is not known by Receiving Party to be subject to any prohibition against transmitting the information to Receiving Party; or (iv) information for which Disclosing Party has authorized the relevant disclosure or other use.

(b) **User Data.** Fox and Licensee acknowledge and agree:

(i) Licensee represents and warrants that: (A) Licensee shall implement an Application privacy policy (and shall work with Fox to include any provisions or disclosures reasonably requested by Fox), which privacy policy shall comply with Applicable Law, fully and accurately disclose Licensee's data collection, use and disclosure practices in connection with the Application, and be clearly and conspicuously available to all End Users both within the Application and prior to downloading the Application (e.g., by including a clearly labeled and prominently presented URL on the Application overview page); (B) Licensee shall at all times comply with its Application privacy policy; (C) Licensee shall provide clear and conspicuous disclosures, prior to Application download or purchase, that are consistent with

high industry standards, including without limitation, disclosures sufficient to identify the existence of any in-Application advertising, in-Application monetization elements (e.g., in-Application purchases, in-Application advertising) and any in-Application communication features (e.g., social media sharing functionality or End User-to-End User communication functionality), and all such disclosures shall be subject to prior review by Fox; (D) Licensee's collection, use, disclosure, storage and disposal of User Data and Fox's Confidential Information shall comply with Applicable Law, including, without limitation, COPPA, the California Online Privacy Protection Act, other privacy and data security statutes and all applicable privacy and data security standards and generally accepted industry standards; (E) the Application will not contain any code flaws, security vulnerabilities, malware or backdoors that could expose Fox Confidential Information or User Data to unauthorized access, misuse or theft; (F) Licensee shall perform security code analysis on all code prior to the launch of the Application and any update thereto, and, consistent with high industry standards, correct any security flaws discovered by source code analyses prior to launch and any update; (G) Licensee has adopted and implemented technical, physical, and administrative safeguards to protect User Data and Fox Confidential Information; (H) Licensee shall comply with any API terms and conditions, privacy policy and/or similar terms and conditions of an Authorized Distributor applicable to the Application; and (I) Licensee shall comply with the Self-Regulatory Principles for Online Behavioral Advertising (OBA) and the Application of Self-Regulatory Principles to the Mobile Environment.





(iv) To the extent that any End User payment card transactions are directly processed by Licensee during the Term, Licensee (1) represents and warrants that all such End User payment card transactions shall be processed in compliance with current PCI-DSS requirements by PCI-DSS-compliant entities; (2) acknowledges and agrees that (A) all End User "cardholder data" and "sensitive authentication data," (as those terms are defined in the PCI-DSS) shall be treated as Confidential Information, (B) Licensee is responsible for the security of such information under its possession or control, and (C) Licensee shall provide, at the request of Fox, current certification of Licensee's compliance with the PCI-DSS, by an authority recognized by the payment card industry for that purpose; and (3) represents and warrants that if Licensee undergoes, or plans to undergo, an adverse change in its certification or compliance status with the PCI-DSS, Licensee shall promptly notify Fox of such circumstances.

(v) Licensee further represents and warrants that it shall be responsible for ensuring that each third-party to whom it directs End Users through the Application to purchase goods or services (A) is fully compliant with the PCI-DSS throughout the Term, and (B) is required to provide, at the request of Licensee, current certification of compliance with the PCI-DSS, by an authority recognized by the payment card industry for that purpose. In addition, Licensee represents and warrants that if such third-party undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI-DSS, such third-party will be required to promptly notify Licensee of such circumstances.

(c) **Publicity.** Neither Party will make any news release, public announcement, reference to this Agreement, its value, or its terms and conditions, or in any manner advertise or publish the fact of this Agreement (except launch of the Application), without the other Party's prior written consent (email consent acceptable). Nothing in this Agreement is intended to imply that any Party will agree to any publicity, and either Party may, in its sole discretion, withhold its consent to any publicity. The nature, extent and timing of any release shall be negotiated and mutually agreed by the Parties, it being understood that Fox shall retain the right to approve or disapprove such release, or any element thereof, in its sole discretion.

(d) **Marks Within Application.** Fox and Licensee shall work together to incorporate Fox/Licensors Marks and Licensee Marks into the Application (e.g. on a splash or loading screen), provided that such marks shall be of similar size, prominence, scope and characteristics. Any use and placement of Fox/Licensors Marks under this Section 9(d) shall be subject to Fox's approval in accordance with Section 2(c) and Section 7 above.

Section 9(b)(ii) and (iii). Redacted provision regarding privacy and personal information review procedures.

10. **TERM; DEFAULT; TERMINATION**

(a) **Term.**

(i) **Term.** The Term of this Agreement shall commence upon the Effective Date and shall expire on the earlier of: (A) the four-year anniversary of the Commercial Release Date, and (B) September 1, 2023 (the "Term").

(ii) Licensee shall cease distribution of the Application via the Authorized Distributors upon the expiration or earlier termination of the Term. The effect of such expiration or earlier termination of the Term shall be as set forth in Section 10(c) below.

(iii) For the avoidance of doubt, upon the expiration or earlier termination of the Term, Licensee shall comply with its Sunset Period obligations as set forth in Section 6(i) above, unless otherwise mutually agreed by the Parties in writing.

(b) **Default; Termination by Fox.** In the event that any of the following occur:

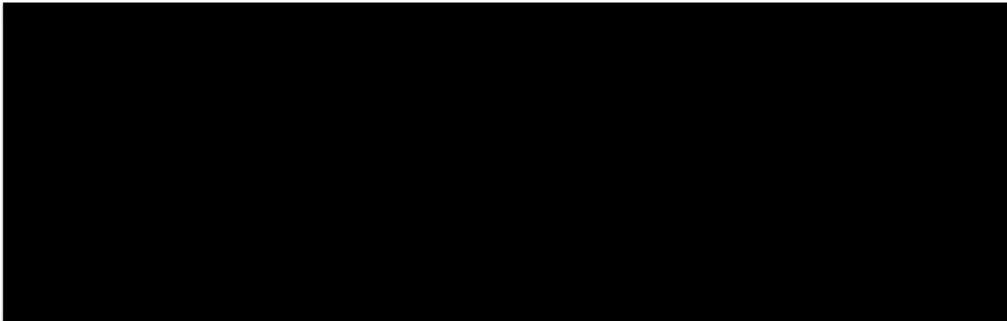
(i) If Licensee fails to timely pay in full [REDACTED] and such breach is not cured within [REDACTED] after Fox's notice to Licensee of such breach;

(ii) If Licensee fails to timely pay in full any Fox Royalty payment when due and such breach is not cured [REDACTED] after Fox's notice to Licensee of such breach;

[REDACTED]

[REDACTED]

Section 10(b)(i). Redacted language regarding specific curing timelines.
Section 10(b)(ii) Redacted language regarding specific curing timelines.
Section 10(b)(iii) Redacted provision regarding termination procedures.



(iv) If Licensee becomes insolvent or files or has filed against it a petition under any bankruptcy (or analogous) act, statute or law, or is adjudicated a bankrupt, or assigns all or substantially all of its assets for the benefit of creditors, or is appointed a receiver, liquidator or trustee, or if Licensee discontinues its business or ceases to operate in the normal course;

(v) If Licensee fails to deliver any Deliverable or version of the Application in accordance with this Agreement [redacted] and such breach is not cured within [redacted] after Fox's notice to Licensee of such breach;



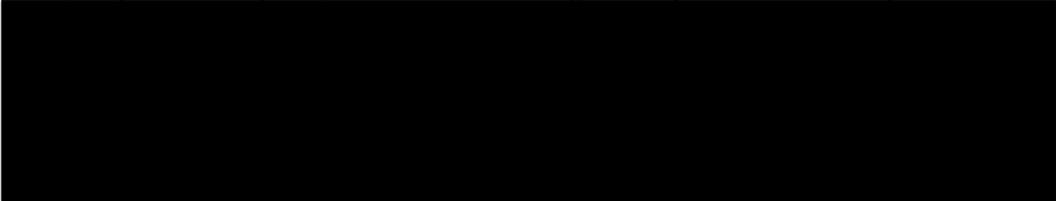
(vii) If Licensee fails to obtain Fox's approval as set forth in this Agreement;

(viii) If Licensee fails to exploit the components of the Property Elements delivered to Licensee as set forth herein, including but not limited to Licensee's failure to release the Application in accordance with the terms and conditions herein;

(ix) If Licensee fails to perform any other material obligation hereunder and such breach [redacted] days after Fox's notice to Licensee of such breach; or

(x) If Licensee transfers, sells or distributes to any unauthorized third-party any artwork, voice clips, or other Fox/Licensor-proprietary materials including, without limitation, the Application, the Property, the Property Elements and Promotional Materials, or otherwise materially interferes with Fox's rights with respect to the Fox Materials, or permits or causes attachments, executions, liens, encumbrances or other burdens to be placed on any Fox Materials;

Then in any such event (each, an "Event of Default"), Fox may declare a breach by Licensee and



10(c) below. For purposes of clarification, none of the following actions (or elections not to act) by Fox after the occurrence of any Event of Default shall operate as a waiver of Fox's rights hereunder or constitute a waiver of Fox's right to exercise any other remedies otherwise available to Fox at law or in equity: (x) Fox's exercise of (or election not to exercise) any of the remedies set forth above in this Section 10(b); (y) Fox's continued delivery (or election not to continue delivery) of Assets or

Section 10(b)(v). Redacted language regarding curing timelines.
Section 10(b)(ix). Redacted language regarding curing timelines.
Section 10(b). Redacted language describing royalty calculation procedures.

other Fox Materials to Licensee; or (z) Fox's continued delivery (or election not to continue delivery) of approval or feedback on any Deliverable.

(c) **Effect of Termination or Expiration.**

(i) In the event of the expiration or termination of this Agreement, even if this Agreement is terminated by reason of Fox's exercise of its rights under Section 10(b) above, such expiration or termination shall not affect Licensee's obligations which arose prior to the

(ii) Upon the expiration of the Term, or in the event of the earlier termination of this Agreement, all rights granted to Licensee hereunder, including, without limitation, any rights to use the Property Elements and the Property, will automatically terminate and revert to Fox and Licensor, and Licensee shall:

(A) Immediately stop in all respects the development and commercialization of the Application and immediately cease using and/or developing any Fox Materials in connection therewith, and "sunset" the Application pursuant to Section 6(i);

(B) Deliver to Fox all relevant materials related to the Fox Materials (or destroy such materials, and provide adequate evidence to Fox's full satisfaction or such destruction);

(C) Return all Property Elements and other Fox Materials delivered to Licensee (or destroy such materials, and provide adequate evidence to Fox's full satisfaction of such destruction); and

(D) Destroy all Deliverables, whether or not completed, at least with respect to any and all Property Elements contained therein (and provide adequate evidence to Fox's full satisfaction or such destruction).

(iii) Licensee agrees that its failure to stop in all respects the development of the Fox Materials and Application upon termination or expiration of the Agreement will result in immediate irreparable damage to Fox and Licensor for which there is no adequate remedy at law, and in the event of such failure by Licensee, Fox and Licensor shall be entitled to injunctive relief.

(iv) No exercise by Fox of any of its remedies under this Section 10 shall operate as a waiver of any other rights or remedies which Fox may have at law, in equity or otherwise.

(v) For the avoidance of doubt, termination or expiration of this Agreement shall not terminate any End User's right to use the Application validly purchased prior to such termination or expiration.

11. REPRESENTATIONS AND WARRANTIES

(a) **By Licensee.** Licensee represents and warrants to Fox that: (i) Licensee has full power and authority to enter into and perform this Agreement without approval from any governmental entity or third-party, and that such ability is not limited or restricted by any agreements or understanding between Licensee and any other person or company; (ii) the execution, delivery and performance by Licensee of this Agreement have been duly authorized by any and all necessary corporate action by Licensee, and, assuming due authorization, execution and delivery of this

Section 10(c). Redacted language describing royalty calculation procedures.

Agreement by Fox, this Agreement constitutes the legal, valid and binding obligation of Licensee enforceable in accordance with its terms; (iii) Licensee possesses the expertise, know-how and experience to develop, support and distribute the Application, has the technical resources and abilities to fulfill its obligations hereunder, and is otherwise fully capable of performing its obligations under this Agreement; (iv) Licensee will perform all of its obligations hereunder with due care and in a competent and diligent manner and in accordance with the highest industry standards; (v) the Licensee Materials and any other computer code, source engines, technology, information, art or other materials created, developed or used by Licensee pursuant to this Agreement, including without limitation, all Fox Materials created/developed by or for Licensee, do not and will not infringe upon or misappropriate the Intellectual Property Rights or any other legal rights of any third-party; (vi) Licensee shall ensure that Fox and Licensor shall own and/or control the rights in and to the Writer/Producer Content, if any; (vii) the Writer/Producer Content, if any, and any other materials provided in connection therewith do not, and shall not, infringe upon or misappropriate the Intellectual Property Rights or any other legal rights of any third-party; (viii) Licensee shall ensure that each Authorized Publisher (if any) shall comply with the applicable terms and conditions of this Agreement; (ix) Licensee will comply with Applicable Law in performing under this Agreement and in any of its dealings with respect to the Application; and (x) there is no outstanding or threatened Claim, order, writ, injunction, or decree of any court, governmental agency, or arbitration tribunal against Licensee affecting, involving, or relating to the Licensee Materials. Fox's provision of any approval pursuant to this Agreement shall not relieve Licensee of its obligations to comply with Applicable Law.

(b) **By Fox.** Fox represents and warrants to Licensee that: (i) Fox has full power and authority to enter into and perform this Agreement, including for the avoidance of doubt full authority from Licensor to enter into this Agreement and grant all rights to Licensee as are granted by Fox herein; (ii) the execution, delivery and performance by Fox of this Agreement have been duly authorized by any and all necessary corporate action by Fox, and, assuming due authorization, execution and delivery of this Agreement by Licensee, this Agreement constitutes the legal, valid and binding obligation of Fox enforceable in accordance with its terms; (iii) Fox or Licensor owns and/or controls and/or administers the rights in and to the Property Elements and Property, and Fox has the right to grant the rights granted to Licensee hereunder; and (iv) the Property Elements (excluding the Writer/Producer Content, if any), Property, and any other materials provided to Licensee by Fox or Licensor in connection therewith, when used without modification and in accordance with this Agreement, do not, and shall not, infringe upon or misappropriate the Intellectual Property Rights of any third-party.

12. INDEMNIFICATION.

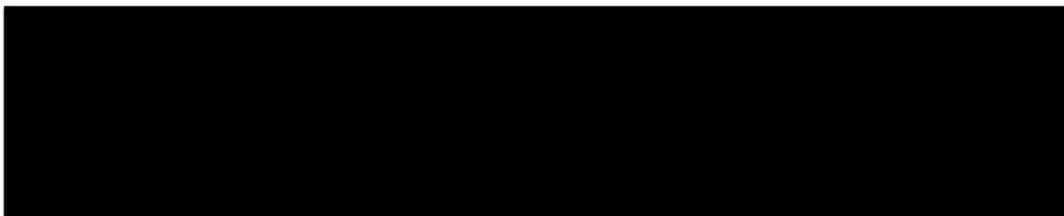
(a) **Indemnification by Licensee.** During and after the Term hereof, Licensee shall indemnify, hold harmless and defend Fox and its Affiliates (including, without limitation, Licensor), and each of their respective directors, officers, employees, agents, representatives, successors and assigns from and against any and all Claims arising out of or in connection with: (i) any actual or alleged breach of any of Licensee's representations, warranties, covenants and/or obligations set forth in this Agreement, including, but not limited to, Licensee's compliance with Applicable Law in performing under this Agreement and in any of its dealings with respect to the Application; (ii) any infringement or misappropriation by any Licensee Materials and/or any other computer code, source engines, technology, information, art or other materials created, developed or used by Licensee pursuant to this Agreement, including without limitation, all Deliverables, of any Intellectual Property Rights or any other legal rights of any third-party; or (iii) any actions of any third parties retained by Licensee hereunder or the failure of any third-party engaged by Licensee to abide by the terms and conditions set forth in this Agreement, including, without limitation, in connection with the unauthorized use or distribution of the Application, the Property Elements or the Promotional

Materials. The foregoing indemnity shall not be construed to cover any claim with respect to which Fox has committed to indemnify Licensee under Section 12(b) below.

(b) **Indemnification by Fox.** During and after the Term hereof, Fox shall indemnify, hold harmless and defend Licensee and its Affiliates, directors, officers, employees and agents, from and against any and all Claims arising out of or in connection with: (i) a breach of any of Fox's representations, warranties and/or obligations set forth in this Agreement; or (ii) any infringement by any Fox Materials that are used without modification and pursuant to this Agreement of any Intellectual Property Rights of any third-party. For purposes of clarification, the indemnification by Fox pursuant to this Section shall not be applicable in any instance in which a Claim arises out of Licensee's use (or the allegation thereof) of Fox Materials in a manner not authorized under this Agreement, notwithstanding Licensee's lack of authority to do so. The foregoing indemnities shall not be construed to cover any claim with respect to which Licensee has committed to indemnify Fox under Section 12(a) above.

(c) **Procedure.** The indemnities provided under this Section 12 are conditioned on the Party seeking the indemnification: (i) promptly notifying the other Party in writing of any claim (failure to provide such prompt notice shall reduce the indemnifying Party's indemnification obligations hereunder only to the extent the indemnifying Party is materially prejudiced by such delay); (ii) giving the indemnifying Party sole control of the defense and all related settlement negotiations (except that the indemnified Party can participate in such defense, as described below and subject to the limitations described below); (iii) providing the indemnifying Party with the assistance, information and authority reasonably necessary to defend and/or settle the claim; and (iv) in no event settling or admitting liability with respect to such claim without the indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The indemnifying Party shall not, without the indemnified Party's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned) enter into any settlement or cease to defend any claim or litigation if such settlement or cessation (x) would result in injunctive relief or specific performance being imposed against the indemnified Party, or (y) makes any admission of liability, or would lead to liability or create any financial or other obligation, on the part of the indemnified Party. The indemnifying Party will then conduct all proceedings or negotiations in connection with the indemnified claim and assume the defense thereof with counsel of its own choosing, provided that such counsel shall be reasonably acceptable to the indemnified Party. The indemnified Party shall have the right to employ separate counsel and participate in the defense of any claim; provided, however, that so long as the indemnifying Party is diligently defending such claim in accordance with the terms hereof, such separate counsel shall be at the indemnified Party's sole expense, and no such participation shall entitle the indemnified Party to control the defense. If the Party obligated to provide an indemnity does not fulfill its indemnity obligations, it shall reimburse the costs of defense reasonably incurred by the Party seeking the indemnification (in addition to, and not in lieu of, providing indemnification for the applicable Claims).

13. **INSURANCE.** Licensee shall, at its own expense, obtain and maintain the following insurance:



(b) **Workers' Compensation insurance, including coverage for all costs, benefits, and liabilities under Workers' Compensation and similar laws which may accrue in favor of any person employed**

by Licensee, in all states, countries or territories in which the project or work to be performed is [REDACTED] such greater amount as may be required by Applicable Law). Such insurance shall contain a waiver of subrogation in favor of Fox and Licensor except to the extent such waivers are not available in the states, countries or territories where the project or work to be performed. Licensee warrants and represents that its subcontractors, if any, will maintain Workers' Compensation and Employer's Liability insurance, and Licensee further agrees to indemnify Fox and Licensor for any loss, cost, liability, expense and/or damage suffered by Fox and/or Licensor as a result of the failure of Licensee's subcontractors to maintain such insurance.

[REDACTED]

(d) All policies shall provide a thirty (30) calendar days' prior written notice of cancellation, non-renewal or materially changed, and shall be primary. Any insurance maintained by Fox and/or Licensor is non-contributory. Licensee shall deliver to Fox certificates evidencing required coverage in advance of or concurrently with the execution of this Agreement and on each insurance policy renewal thereafter. Licensee shall, at Fox's request, provide copies of policies. Licensee's insurance carriers will be licensed in the state(s) or country(ies) where services are to be provided and shall have an A.M. Best Guide rating of "A" or better. Neither failure to obtain and maintain the required insurance nor approval by Fox of any of Licensee's insurance policies shall relieve Licensee of any of its obligations under this Agreement.

14. **MISCELLANEOUS.**

(a) **Notices.** All notices, statements, and reports shall be in writing and shall together with any payments be personally delivered or sent postage prepaid to the intended party at the address set forth on the signature page of this Agreement (unless notification of a change of address is given in writing). The date of mailing of a notice, statement, or report shall be deemed the date the notice is given or statement or report rendered.

(b) **Waiver; Remedies.** The waiver by either Party of any breach or default of this Agreement by the other Party must be in writing and shall not be deemed to be a continuing waiver of the same or any other prior or succeeding breach or default under this Agreement. Any rights and remedies of the non-defaulting Party under this Agreement shall be in addition to and not in lieu of any other rights or remedies that such non-defaulting Party may have at law or in equity and an election by such non-defaulting Party to pursue a specified right or remedy under this Agreement in the event of a breach of this Agreement by the other party shall not preclude the non-defaulting Party from pursuing all other rights or remedies available to it for any subsequent breach.

(c) **Relationship of the Parties.** Nothing herein contained shall be construed to place the Parties in a relationship of partnership, joint venture, or principal and agent, and neither Party shall be authorized to act on behalf of, or have the power to obligate or bind the other Party, or be deemed to have any fiduciary duty to the other Party.

(d) **Assignment.** The rights and obligations of Licensee under this Agreement shall be personal to Licensee, but may be assigned to a third-party only with Fox's express prior written consent. If Licensee assigns all or any part of this Agreement to a third party without Fox's express prior written consent, then Fox, in its sole discretion, may (i) deem such assignment null and void, (ii) terminate this Agreement, and/or (iii) make any outstanding payment of the Fox Royalties (or any portion

Section 13. Redacted information concerning licensee insurance coverage obligations.

thereof) and all other monetary obligations immediately due and payable to Fox. Fox may freely assign or transfer all or part of this Agreement.

(e) **Governing Law; Jurisdiction; Service of Process.** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of California, U.S.A. without giving effect to the principles of conflicts of laws. All actions, proceedings or litigation brought relating to this Agreement must be instituted and prosecuted in state courts of California or federal courts located within the State of California (and then referred pursuant to Section 14(f) below) or, if necessary to execute on a judgment entered in such a proceeding, wherever Licensee has assets reasonably estimated to be sufficient to satisfy such judgment against Licensee or at Licensee's business seat. Licensee and Fox hereby consent to the exclusive jurisdiction of the state courts of California and of federal courts located within the State of California, with respect to any matter arising out of or relating to this Agreement. Service of process shall be in accordance with the laws of the State of California.

(f) **Reference.**

(i) Any claims, disputes, disagreements or other matters in question arising out of or relating to this Agreement ("**Dispute**") shall be submitted to a general, non-jury reference ("**Referee**") to hear and decide all matters relating to the Dispute pursuant to California Code of Civil Procedure Sec. 638 ("**638 Reference**"). Without limiting the foregoing, if for any reason any cause of action asserted as part of a Dispute, or the entire Dispute, is not capable of being decided by means of a 638 Reference, then the Parties agree to have that cause of action resolved by means of binding arbitration ("**Arbitration**") in Los Angeles County, California before a single, neutral arbitrator ("**Arbitrator**") with experience handling entertainment industry matters who is a former or retired judge of any California State or Federal Court under the JAMS Comprehensive Arbitration Rules and Procedures (which are found currently at <http://www.jamsadr.com>), including Rules 16.1 and 16.2, and the Parties further elect the JAMS Optional Arbitration Appeal Procedures (which are also found currently at <http://www.jamsadr.com>) with respect to any resulting arbitration judgment or award (collectively, the "JAMS Rules"). The Parties agree that any issue or dispute involving the interpretation of this Agreement, or any issue or dispute as to whether a particular Dispute is subject to this Reference provision, shall be determined by the Referee (or Arbitrator) selected as provided for below. For avoidance of doubt, the Parties note their intent that any cause of action or dispute requiring interpretation of this Agreement, regardless of whether based on State or Federal law, and any proceedings on remand or following a reversal or grant of a new trial, shall be considered a Dispute subject to these Reference provisions. The Parties further agree that the Referee (or Arbitrator) shall follow the California Rules of Evidence except as otherwise provided herein, and the Reference Trial (or Arbitration) and any depositions shall be transcribed, with the transcription costs borne equally by each side. The Referee (or Arbitrator) shall provide a written decision, which shall include a written statement of reasoning for the decision. In connection with any proceeding under this provision, the Parties agree to take reasonable efforts, consistent with all applicable laws, rules and regulations, to preserve the confidentiality of information, documents, testimony and proceedings that relate to a Dispute.

(ii) In the event a Party refuses to participate in a 638 Reference (or Arbitration) as provided for herein, the Party seeking to enforce the 638 Reference (or Arbitration) may do so by filing an action to enforce this dispute resolution provision. If any lawsuit is filed asserting a Dispute, the Parties intend and agree that the State or Federal Court where that action is filed shall be authorized to enforce this dispute resolution provision, and a Party seeking to enforce this provision may file a motion for enforcement in lieu of a responsive pleading. Where the matters falling within this provision involve federal law issues that

otherwise could only be heard in federal court, the motion to enforce the reference shall be brought in federal court.

(iii) The Referee's (or Arbitrator's) fees and expenses shall be paid by the losing Party, but each Party shall bear its own attorneys' fees and related costs except as otherwise provided for by law. The Referee shall be selected by mutual agreement between the Parties, but if the Parties cannot agree upon a Referee within five (5) business days of a written request therefore, then within ten (10) business days of the written request, each side shall exchange its own list of four retired Judges of the California state or federal courts whom it wishes to nominate as potential Referees and shall rank the potential Referees by number in order of preference (in descending order, assigning "1" to the lowest choice). If any name appears on both lists, that Judge shall act as Referee. If there is more than one match, the Judge with the highest combined ranking shall serve as Referee. If there are no matches, then each side has the option to veto one name from the other side's list, and shall rank the remaining potential Referees by number in order of that side's preference (in descending order, assigning "1" to the lowest choice). The lists shall be exchanged and the single Judge with the highest combined rating shall serve as Referee. In the event of a tie, the names of the tied Judges shall be placed in a hat and one name will be drawn to serve as Referee. If the highest-rated or agreed-upon Judge declines to serve or becomes unable to serve after selection, then the procedures set forth above shall be repeated to select a new Referee. Prior to the appointment of the Referee (or Arbitrator), either Party may seek provisional remedies or preliminary injunctive relief not otherwise prohibited by this Agreement in a court of competent jurisdiction without thereby waiving its rights under this Section 14(f). Arbitrators shall be selected as provided in the JAMS Rules subject to the qualifications set forth in Section 14(f)(i) above.

(g) **Compliance with Applicable Laws.** Licensee agrees to comply with all applicable laws and regulations in connection with its performance of and activities under this Agreement. In that connection, Licensee agrees that neither Licensee (including each of its officers, directors and employees) nor any person or entity on its behalf (including, without limitation, consultants or agents) shall make or accept (or offer or promise to make or accept) any payment or transfer anything of value, directly or indirectly and whether financial or otherwise, to any person or entity, or otherwise take any action (or fail to take action when required), if such payment or transfer or action (or failure to act) would violate any applicable laws or regulations, including any anti-bribery and/or anti-corruption laws or regulations. Licensee agrees to take appropriate remedial steps and promptly notify Fox should it learn of or have reason to suspect any breach of its obligations hereunder. In the event that Licensee or anyone acting on its behalf has acted or failed to act in any way that breaches the terms of this Agreement, Fox shall have the right upon written notice to Licensee to take such actions and seek such remedies as are provided in this Agreement in the event of such breach. Licensee agrees to maintain books and records that accurately reflect its assets and transactions in connection with this Agreement in reasonable detail, and to maintain a system of internal accounting controls to ensure that this Agreement and all related transactions are properly authorized by Licensee. Licensee agrees to respond promptly and fully to requests from Fox for information and documentation in connection with this Agreement and the subject matter hereof.

(h) **Severability; Validity of the Agreement.** Should any section, clause or provision of this Agreement be found invalid or unenforceable by any court having competent jurisdiction over this Agreement, the subject matter hereof, or either Party, such decision shall affect only the section, clause or provision so construed or interpreted and only in such jurisdiction, and all remaining paragraphs, clauses or provisions shall remain valid and enforceable in such jurisdiction.

(i) **Entire Agreement.** This Agreement contains the full, complete and entire understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous

agreements and understandings, whether written or oral, between the Parties pertaining or relating to the subject matter hereof.

(j) **Modification.** Unless otherwise expressly provided for herein, this Agreement may not be altered, modified or amended except in writing, with each such writing duly executed by an authorized officer of both Parties.

(k) **Headings, References and Defined Terms.** The headings of the sections used herein are for convenience only and (except with respect to the identification of defined terms in such headings by the use of quotation marks) shall not define, limit or be of any effect in construing the meanings or intent of the sections. Section, Paragraph, Exhibit, Schedule, Appendix and Rider references contained in this Agreement are references to sections, paragraphs, exhibits, schedules, appendices and riders in or to this Agreement unless otherwise specified. Capitalized terms are used herein as defined where such terms appear in quotation marks in this Agreement.

(l) **Survival.** The following Sections shall survive the expiration or termination of this Agreement: 1, 4, 8 through 14.

(m) **Drafting.** Because the Parties have participated in drafting and negotiating this Agreement, there shall be no presumption against either Party on the ground that such Party was responsible for preparing this Agreement or any portion thereof.

(n) **No Duty to Mitigate Damages.** Licensee acknowledges and agrees that Fox shall have no obligation to seek a substitute licensing arrangement and/or alternative or replacement revenue in the event of a breach of this Agreement resulting from Licensee's failure to perform its obligations hereunder (including, without limitation, Licensee's failure to pay any amounts owed to Fox pursuant to this Agreement).

(o) **Force Majeure.** Neither Party shall be liable for any delay or failure in performing any of its obligations hereunder when any such delay or failure is occasioned by causes or contingencies reasonably beyond its control, including without limitation force majeure, fires, floods, war, terrorist attacks, provided the Party delaying or failing to perform shall promptly after its inception give written notice of such cause or contingency to the other Party and provided further that the Party giving such notice shall make all reasonable efforts to remove such disability as soon as possible. Notwithstanding the foregoing, in the event the events constituting force majeure cause a delay in performance of thirty (30) consecutive calendar days or more, either Party may terminate this Agreement immediately upon written notice to the other Party.

(p) **Parties Bound.** This Agreement shall be binding upon and will inure to the benefit of the Parties, their successors and permitted assigns.

(q) **Counterparts.** This Agreement may be signed in one or more original or facsimile counterparts, all of which taken together shall constitute one and the same agreement between the Parties. A facsimile or PDF transmission of the executed signature page of this Agreement shall constitute due and proper execution of this Agreement by the Party whose signature appears on such facsimile or PDF page.

(Signature Page Follows)

Signature page redacted.

Exhibit A

Design Specifications

See attached Archer Mobile Game Treatment Document



Exhibit B. Redacted performance milestone descriptions.

Exhibit C. Redacted description of reporting procedures.

Exhibit D. Redacted financial projections.

Exhibit E

Content Security Guidelines

Licensor does not want any of its content being made available to anyone without its prior approval. By following the requirements below, you can help to prevent any unauthorized disclosures of Licensor content (which includes Confidential Information and Fox Materials), and stop internet hackers from getting to this content. Direct all related queries to ContentSecurity@fox.com.

General Requirements

1. Do not share Licensor content with **people who are not approved by your Fox contact** to receive, handle or view Licensor content. Only people who are directly working on a project may have access to such content.
2. **Do not email** Licensor content or **post** it to any websites unless your Fox contact has given you prior written approval to do so.

Physical Security

3. Do not use DVDs or Blu-ray discs to store or move Licensor content, unless your Fox contact approves this in writing. Instead, use **encrypted drives** to physically transport Licensor content. Some recommended options are the Kingston DataTraveler 2000 thumb-drive (http://www.kingston.com/us/usb/encrypted_security/dt2000), the Rocstor Amphibious X7 hard-drive (http://www.rocstor.com/?page_id=23) and the Apricorn Padlock (<http://www.apricorn.com/products/hardware-encrypted-drives/aegis-padlock-dt-fips.html>). Communicate passwords in person or via phone or SMS (see Passwords section below).
4. Any **physical delivery** of Licensor content must be via an **urgent/premium courier service** or a **trusted employee**. The content must be shipped in plain, tamper-evident packaging with no reference to the content's title on the packaging. In the case of courier deliveries, obtain a signature from the recipient upon delivery.
5. Any **physical Licensor content** received must be kept secure when in use, and locked away when not in use (e.g., in a safe or cabinet).
6. **Secure computers and servers** containing Licensor content with **cable locks** (e.g., <http://www.amazon.com/Kensington-64068F-MicroSaver-Notebook-Security/dp/B00000K4KH>) attached to the floor, a wall or heavy furniture.
7. **Wipe Licensor content** from any thumb drive, external hard-drive, computer, laptop, server or the like as soon as it is not needed. **Return** all Licensor content to your Fox contact when the project is completed.

Digital Security

8. **Disconnect internet access** from IT systems handling and/or storing Licensor content to the maximum extent possible. This can be done by simply unplugging the internet cable and/or disabling the wireless access.
9. All IT systems must be set up behind **strong firewalls** (i.e., network security barriers).



10. Licensor strongly recommends installing **remote-wipe software** on devices handling or storing Licensor content (e.g., computers, laptops, iPads, etc.). Use LoJack for PCs / Macs (see: <http://lojack.absolute.com/en/products/absolute-lojack>) or "Find My iPhone/iPad/Mac" for Apple products (see: <http://www.apple.com/support/icloud/find-my-device/>). Remote-wipe software will enable devices to be remotely wiped if they are reported lost or stolen and are used to connect to the internet.

11. Licensor strongly recommends using **encryption software** (e.g., PGP) to encrypt the hard-drives of servers, computers or laptops handling or storing Licensor content, or use encryption software (e.g., Apple's FileVault) to encrypt digital folders containing Licensor content to the maximum extent possible.

12. All **digital transfers** of Licensor content must be done **through secure IT systems approved by Fox Content Security** (e.g., Aspera Faspex, Signiant Media Exchange, or FoxEsprit). Cloud storage, FTPs, peer-to-peer sites, or cyberlockers such as Dropbox or Rapidshare must **not** be used to transfer Licensor content. If in doubt about the use of a system, immediately reach out to your Fox contact and Fox Content Security (ContentSecurity@fox.com). If a party receives Licensor content via a pre-approved digital transfer system, they must immediately move the content from the receiving workstation (i.e., the one connected to the internet) to a separate and secure location that is disconnected from the internet (e.g., a separate workstation or encrypted drive), and immediately delete the content from the receiving workstation and any device used to transfer this content (e.g., encrypted drive). Similarly, if a party sends Licensor content via a pre-approved digital transfer system, they must immediately delete the content from the sending workstation and any device used to upload the content to the sending workstation as soon as the transfer of the content is complete.

13. Ensure that all IT systems used to handle or store Licensor content **have anti-virus, anti-spyware and anti-malware programs installed** on them and that they are regularly updated.

Passwords

14. Use **complex passwords** wherever they are required – **at least twelve (12) characters, consisting of upper- and lower-case letters, numbers and symbols**. An example is: *TOP\$e(r3tPoM*. Passwords must be unique to you and never be shared with others. Do not use the same password on multiple accounts.

15. **Do not keep passwords with a device** containing Licensor content (e.g., a Post-It note on a computer, laptop or encrypted drive is a no-no).

16. **Avoid distributing passwords in emails which also include links** to IT systems storing Licensor content. Provide passwords and hyperlinks to Licensor content **separately**.

Watermarks / Spoilage

17. Unless your Fox contact instructs you in writing to do something different, all copies of Licensor content that you deliver must have **watermarks / spoilage unique to the recipient**. At a minimum: "[recipient's name] and [date of delivery]". Your Fox contact will tell you if additional watermarks / spoilage are required.

Vendors / Sub-contractors / Third-Party Developers

18. Notify your Fox contact and Fox Content Security (ContentSecurity@fox.com) about **vendors, sub-contractors and third-party developers working with you** on Licensor content. You must provide a copy of these content security requirements to any vendors, sub-contractors and third-party developers you use.

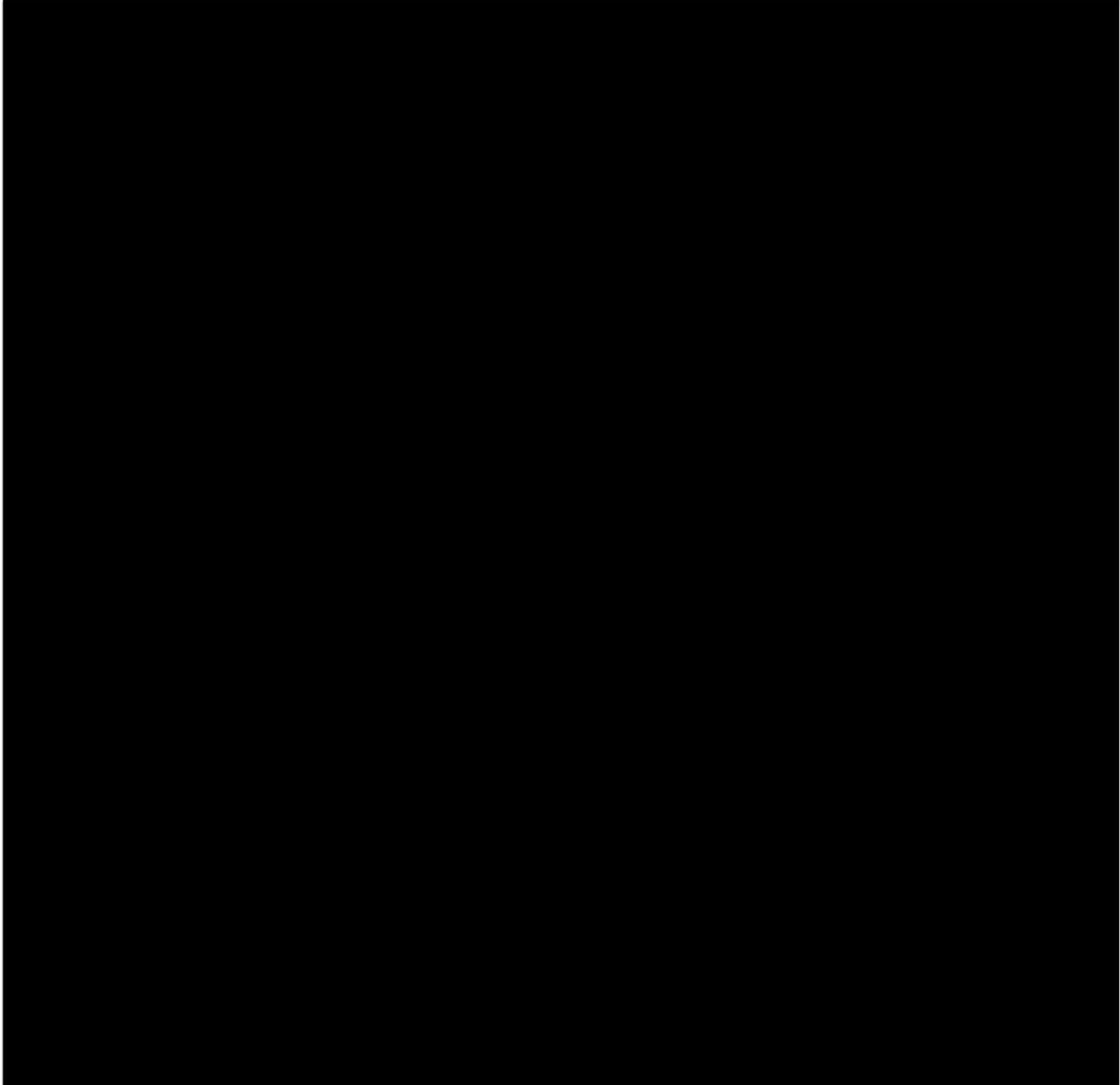


Exhibit F. Redacted royalty calculation procedures.

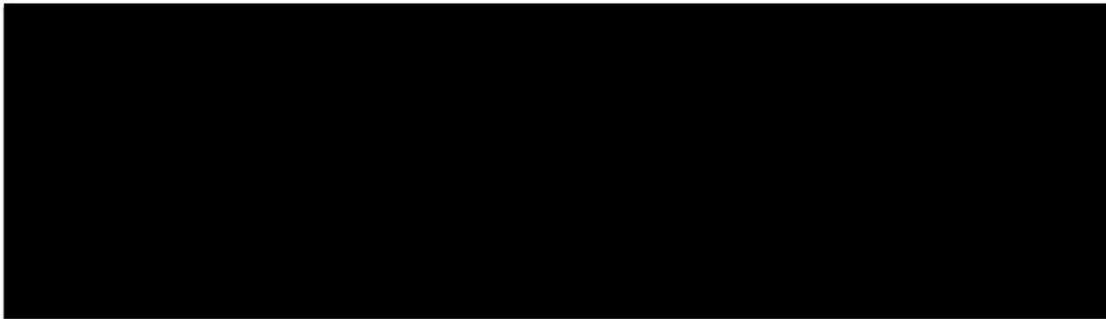
Exhibit G

Advertising Restrictions

Licensee shall not (and shall ensure that each Authorized Ad Agent shall not) distribute, display, list, advertise or promote the following inappropriate content in any advertisements or sponsorships in connection with (or placed within) the Application. Upon written notice from Fox that any advertisement or sponsorship in connection with (or placed within) the Application is inappropriate as identified herein, Licensee shall have such advertisement or sponsorship promptly removed:



Handwritten initials "DA" inside a circle, located in the bottom right corner of the page.



3. The advertising content and delivery must comply with all applicable laws, rules, regulations and self-regulatory principles and/or guidelines, including without limitation, COPPA, CARU and the Digital Advertising Alliance Self-Regulatory Program for Online Behavioral Advertising, or their then-current equivalents, and must be clearly identifiable as an advertisement and may not be disguised as editorial content, as determined by Fox in Fox's sole discretion.
4. Advertisers must fulfill the advertised offer as stated in the advertisement, including without limitation, not altering any offer periods, product offers or prices that are stated in the advertisement; unless such advertiser has obtained Fox's prior approval.
5. Where personal information is solicited within the advertisement or on the advertiser's landing page, any collection of personal information must be in full compliance with all privacy laws, rules and regulations, including (without limitation) COPPA where applicable.
6. Use of Licensor-branded assets: The use of Licensor-branded assets or characters must be PRE-APPROVED by Fox or Licensor in each instance. When the use of Licensor-branded assets or characters is approved, the following requirements must be adhered to:
 - a) The advertiser must be CLEARLY AND PROMINENTLY identified on EVERY frame of the advertising content.
 - b) The Licensor-based assets or characters cannot be portrayed as aware of the sell message around them. To that extent, the following are not acceptable (without limitation):
 - i) Characters/assets holding merchandise;
 - ii) Characters/assets presenting merchandise, offers, or services;
 - iii) Characters/assets appearing to "think" about merchandise, offers, or services (e.g. the use of "think bubbles");
 - iv) Characters/assets looking at merchandise; and
 - v) Characters/assets using merchandise and/or services of the advertiser.
7. In the event Fox notifies Licensee of Fox's objection to any advertisement, promotion or sponsorship in connection with the Application, or that is placed within the Application, that contains content from any content provider that is competitive to Fox or Licensor (e.g., film or television content in the same genre or category, film or television content being released (whether theatrically or for home entertainment) on the same or nearby date, film, television or online content produced or distributed by a competitive studio or content provider, etc.), Licensee shall have such advertisement or sponsorship promptly removed.

Exhibit G, Sections 1 and 2. Redacted Licensor internal advertising policies.