



Holiday Party for Big Huge Games
Friday, December 16th, 2011
7:00 pm – 11:00 pm
Gramercy Mansion

Stationary Hors D'oeuvres

Creamy Crab and Spinach Dip

*Fresh Baby Spinach folded with Jumbo Lump Crabmeat wrapped
in creamy cheese
served with Toasted French Bread and Pita Chips*

Composed American Cheese and Fruit Platters

*Wedges of Cheddar, Smoked Gouda, and Goat Cheese
Red and Green Grapes, Strawberries and Pineapple Wedges
served with Carr Crackers, Pita Chips*

Sweet and Sour Meatballs

Slowly braised house made Meatballs with a Sweet and Sour Glaze

Holiday Buffet

Caesar Salad

*Fresh Organic Hearts of Romaine tossed with a House Caesar Dressing,
Homemade Croutons, and freshly grated Parmesan Cheese*

Artisan American Bread Basket

*House made assorted Breads composed with, Brioche Rolls with Sel Gris,
Mini Pumpernickel Batons, Mini Corn Muffin with
Vermont Creamy Butter Triangles*

Calvados Kissed Chicken

*Chicken Breast morsels with sautéed apples and mushrooms
In a brandy based cream sauce*

Salmon Fillets

Glazed with an Apricot Juniper Berry

Short Ribs Provencale

Braised Boneless Short Ribs with a Provençal Sauce

Yukon Gold Whipped Potatoes infused with Winter Parmesan

Whipped with Cream, Butter, and Accented with Winter Parmesan

Fresh Green Beans

With a Roasted Red Pepper Glaze

Zucchini and Yellow Squash

Sautéed in a Garlic and Parsley Compound Butter

Vegan Entrée Option

Available upon request

Vegetable Napoleon

*Grilled Vegetables stacked high
Finished with a Basil Infusion*

Dessert Finale

Homemade Peppermint Fudge Brownies

Chocolate Dipped Strawberries

Assorted Holiday Cookies

Peanut Butter Sins

Freshly Brewed Coffee with Assorted Teas



Services Agreement

This Services Agreement (this "Agreement") is made and entered into on 10/06/11 by and between CM ACCESS, a division of Joulé Inc., a Delaware corporation ("CM ACCESS"), and 38 Studios, LLC, a Delaware limited liability company ("Client").

WHEREAS, CM ACCESS is engaged in the business of recruiting and placing creative, marketing, public relations, communications, and web technology professionals for contract assignments with various customers and clients; and

WHEREAS, the parties hereto now desire to have CM ACCESS provide, on a non-exclusive as needed basis to Client, services and support for the placement of the Professionals in contract assignments for Client's projects upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements herein contained CM ACCESS and Client hereby agree as follows:

1. SERVICES.

- 1.1 **Scope of Services** – The professional(s) recruited by CM ACCESS (the "Professional(s)") and identified in a Task Specification similar in form to Exhibit A (a "Task Specification") shall be placed on contract assignments for the provision of services for the projects of Client and its subsidiaries and affiliates, all upon the terms and conditions set forth in the Task Specification and in this Agreement. Except as to any mutually agreed upon and executed Task Specification, CM ACCESS understands and agrees that Client shall not be obligated to utilize any services provided by CM ACCESS, and Client in its sole discretion shall determine future need, if any, for services as may be provided by CM ACCESS.

During the term of any contract assignment, the Professionals shall for all purposes be considered employees and/or independent contractors of CM ACCESS, and CM ACCESS agrees to provide and maintain all payroll services and/or compensation for the Professionals, to maintain all records with respect thereto, and to withhold and remit all required taxes and social security payments with respect thereto. The parties hereto specify and intend that the relationship of CM ACCESS to the Client is that of independent contractor, that no Professional shall at any time be deemed an employee of Client unless the parties shall otherwise agree in writing with respect to a particular Professional.

CM ACCESS's sole obligation hereunder shall be to provide the Professionals to the Client in accordance with the applicable Task Specification. If any Professional fails or refuses to perform the services specified in the applicable Task Specification or the Client determines that the Professional has failed to perform such services in a manner satisfactory to the Client, the Client's sole remedy shall be the removal of the Professional by CM ACCESS at the Client's direction in the manner set forth herein, and, CM ACCESS shall use its reasonable efforts to locate a replacement for the removed Professional if so requested by the Client.

- 1.2 **Assigned Professionals** – The daily activities of CM ACCESS's Professionals assigned to work with Client in accordance with the requirements set forth in a Task Specification shall be directed by the Client. Client may at any time request the removal of one or more of CM ACCESS's Professionals from a project covered by a Task Specification in accordance with the provision set forth in Paragraph 1.3.



1.3 Contract Assignment Commitment – The assignment of any of CM ACCESS's Professionals under a Task Specification may be terminated as follows:

(a) At Client's election, Client may terminate a Task Specification for any lawful reason or for no reason prior to the commencement thereof by giving CM ACCESS at least twenty-four (24) hours prior notice of such termination, and upon such termination, Client shall pay to CM ACCESS a termination fee equal to four (4) hours at the specified rate for the applicable Professional(s) under the Task Specification; or

(b) At Client's election, Client may terminate a Task Specification in the event that the Professional fails or refuses to perform the services specified in the Task Specification; or

(c) At CM ACCESS's election, CM ACCESS may terminate a Task Specification in the event Client shall fail to pay for the services of the Professional in accordance with the terms hereof by giving Client at least seven (7) days prior written notice of such termination; or

(d) By mutual written agreement of CM ACCESS and Client, both CM ACCESS and Client may terminate a Task Specification at any time.

1.4 Working Arrangement – The Professionals placed by CM ACCESS with Client shall, without charge, have the same access to resources as Client's employees performing similar tasks. Client agrees to provide a safe and suitable place of work for the Professionals placed by CM ACCESS hereunder and to designate members of Client's staff who will act as project managers and who will orient CM ACCESS's Professionals to all applicable Client procedures.

2. FEES AND EXPENSES.

2.1 Service Fee. Client shall pay CM ACCESS for services provided by each Professional placed by CM ACCESS under a Task Specification at the individual rate per hour worked per Professional furnished by CM ACCESS. The hourly rates for each Professional are set forth in the applicable Task Specification. "Hours worked" shall mean actual hours spent engaged in providing the services contemplated by the applicable Task Specification at Client's offices or elsewhere or actual hours spent engaged in providing support services necessary for the performance of the services contemplated.

2.2 Travel and Other Expenses. Client shall reimburse CM ACCESS for all reasonable travel and other expenses (over and above normal daily expenses of working and commuting) in connection with services furnished by any of CM ACCESS's Professionals under a Task Specification.

2.3 Invoices. CM ACCESS shall submit weekly invoices to Client for the services furnished and for permitted travel and other expenses incurred under a Task Specification during the preceding weekly period. The invoices will indicate name of Professional, rate, hours worked, fee for the period and applicable expenses, if any. Client shall make payment to CM ACCESS within thirty (30) days after the date the applicable invoice is received. Any invoices which are not timely paid by Client shall be subject to a five (5%) percent late fee, and a one and one-half (1 1/2%) percent monthly service charge, but in no event greater than the maximum rate allowed by applicable law.

3. SOLICITATION OF EMPLOYMENT

During the term of any Task Specification, and for a period of one (1) year after the end of a Task Specification, Client agrees not to, directly or indirectly, solicit or engage any



Professional provided by CM ACCESS under the Task Specification or to solicit or influence any Professional under the Task Specification to terminate or curtail his or her relationship with CM ACCESS unless CM ACCESS shall consent to the same in writing. In the event that Client desires to hire directly a Professional for regular full-time employment with Client within the one (1) year period stated herein, Client shall first contact CM ACCESS to advise CM ACCESS of its desire. Furthermore in consideration of CM ACCESS's expense invested in such Professional, Client agrees to pay CM ACCESS a liquidated damages fee as compensation for these expenses. The liquidated damages fee to CM ACCESS is fifteen (15%) percent of the Professional's annual revenue, which shall be calculated as the individual hourly rate times two thousand eighty (2080) hours. This liquidated damages fee shall be reduced by one (1%) percent for every two hundred (200) hours invoiced during the current assignment, down to a minimum of five (5%) percent.

4. CONFIDENTIAL INFORMATION

The term "Confidential Information" shall mean all information which relates to past, present, and future research, development, customers, operations, finances, assets, affairs, financial conditions, revenues, employees, and business activities of Client and Client's parent, subsidiary, or affiliated companies, if any, any and all trade secrets, trade knowledge, formulae, processes, systems, algorithms, data programs, training aids, printed materials, methods, books, records, client files, policies and procedures and other information relating to the operation of Client, and any other proprietary information learned of in the course of this Agreement, including but not limited to the existence and terms of this Agreement and the existence and terms of any position for which Client requests referrals.

The term Confidential Information shall exclude such information otherwise independently learned by or known to CM ACCESS or CM ACCESS's Professionals either prior to or subsequent to Client's disclosure of such information to CM ACCESS without breach of this Agreement or without obligation of confidence, provided CM ACCESS can sufficiently demonstrate through written records that it properly obtained such information.

CM ACCESS and its Professionals shall treat and cause to be treated as confidential all Confidential Information. CM ACCESS and its Professionals shall limit access to, and shall disclose, Confidential Information only to those CM ACCESS Professionals assigned hereunder and CM ACCESS related supervisory personnel who have a need to know the information and only to the extent required to perform obligations under this Agreement. CM ACCESS and its Professionals shall neither use, nor copy, nor remove any Confidential Information, except at the direction of Client to the extent necessary for the provision of services hereunder.

5. OWNERSHIP

- a. CM ACCESS further agrees that on behalf of CM ACCESS, CM ACCESS's employees and representatives, and the Professionals, CM ACCESS will promptly communicate and disclose to Client or to its nominee, all computer programs, documentation, software, and other copyrightable works (the "copyrightable works"), discoveries, improvements, and inventions (the "inventions") conceived, reduced to practice, or made by CM ACCESS or by the Professionals, whether solely or jointly with others, during the term of this Agreement (1) along the lines of Client's products or applicable to or useful with the products, or (2) relating to Client's investigations or to the nature of its business at the time of the invention, or (3) resulting from or related to any work CM ACCESS or the Professionals may do on behalf of



Client or at its request. All such inventions and copyrightable works that CM ACCESS is obligated to disclose, whether patented or not, shall be and remain entirely the property of Client or its nominees, successors or assigns. It is agreed that this is a work-made-for-hire agreement and that all such copyrightable works are works made for hire that shall be the exclusive property of Client. Further, CM ACCESS agrees to assign and assigns to Client any rights it may have in such copyrightable works.

- b. CM ACCESS and the Professionals will assist Client and its nominees, successors, or assigns, upon request, during and following the term of this Agreement, at the expense of Client, to obtain and maintain for its own benefit, patents for such inventions in any and all countries. Such assistance shall include, but not be limited to, the execution and delivery of specific assignments of any such invention and all domestic and foreign patent rights in the invention, and all other papers and documents that relate to securing and maintaining such patent rights, and the performance of all other lawful acts, as may be deemed necessary or advisable by Client or its nominees, successors, or assigns.

6. TERM AND TERMINATION OF AGREEMENT

This Agreement shall be effective when signed by both parties and thereafter shall remain in effect until terminated in accordance with this section 6.

Termination of this Agreement is permitted only as follows:

- (a) By either party providing written notice of termination to the other party, provided no Task Specification remains in effect; or
- (b) By mutual written agreement of both parties.

Termination of this Agreement shall in no way relieve CM ACCESS of its non-use and non-disclosure obligations set forth in section 4, or either party of its duties or obligations incurred pursuant to a Task Specification prior to termination thereof.

7. LIABILITY

Client agrees that CM ACCESS will not be liable to Client for any loss, damage or cost incurred by Client as a result of the failure of CM ACCESS's Professionals to complete the Task Specification. CM ACCESS shall not be responsible for any failure or delay in providing, or continuing to provide, Professionals to Client under this Agreement if such failure or delay is due to labor disputes, strikes, fires, riots, war, acts of God, voluntary termination by such Professionals, or any other acts, causes, or occurrences beyond the control of CM ACCESS. Subject to the foregoing provisions in this paragraph, CM Access will hold Client harmless from any claims, judgments, losses, damages or liability resulting from its negligent or wilful misconduct and for any breaches of any contractual provisions herein, including without limitation any and all confidentiality provisions.

8. NOTICES

Any written or other communication given or permitted hereunder shall be in writing and mailed by registered or certified mail or by facsimile as follows:

If to CM Access, to:
CM Access
c/o JOULÉ Inc.
1245 Route 1 South

If to Client, to:
38 Studios, LLC
1 Empire Plaza
Providence, RI 02903



Services Agreement

Edison, NJ 08837

9. NO WAIVER

Any failure by either party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

10. ENTIRE AGREEMENT

This Agreement and any applicable Task Specification constitute the entire Agreement between CM ACCESS and Client; and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

11. TITLES

The titles to the paragraphs of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of this Agreement.

12. GOVERNING LAW

This Agreement is deemed to be made under and shall be construed according to the laws of the State of Rhode Island.

IN WITNESS WHEREOF, the undersigned, by their Authorized Representatives, have executed this Agreement as of the day and year first set forth above.

CM ACCESS, INC.

By: 
Name: Amie Schneller
Title: Account Executive

38 STUDIOS, LLC

By: 
Name: William C. Thomas
Title: President



**EXHIBIT A
TASK SPECIFICATION**

This Task Specification identifies the specific information required pursuant to that certain Staffing Agreement (the "Agreement") dated 10/06/11 by and between CM ACCESS, INC. ("CM ACCESS"), and ("Client"), and hereby incorporates all of the terms and conditions of the Agreement.

1. Service to be Provided:
2. Contractor(s) Assigned:
3. Client Manager:
4. Start Date:
5. End Date:
6. Terms of Payment:
7. Service Fee Rates:
8. Regular Hours:
9. Overtime Hours:
10. Other:
11. Additional Terms and Conditions:

CM ACCESS, INC.

38 STUDIOS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



DIRECT PLACEMENT AGREEMENT

November 15, 2011

Mike Nassar
Recruiter
38 Studios, LLC.
1 Empire Plaza
Providence, RI 02903

Dear Mike,

This letter will serve as an agreement between Joule Technical Staffing, Inc., d/b/a CM Access, and 38 Studios, LLC (hereinafter "Company") for the direct placement of marketing and/or creative services candidates.

Our fee structure is as follows:

- (i) Our fee is 17% of the total annual first year base salary, excluding commissions and bonuses. An invoice for the fee will be sent to Company after the start date of the candidate's employment, and is payable 30 days after receipt of the invoice. The amount of this fee is not subject to reduction or increase after the candidate has been hired. CM Access will have earned its fee when a candidate referred to Company by CM Access is hired by Company, its affiliates, parents, or subsidiaries within twelve (12) months of the date that CM Access originally referred the candidate. In the event CM Access and any other placement source (another agency, internal referral, etc.) refer the same candidate to Company, for either the same position or different positions, the source which will be honored as the referral source will be the source that is shown to have first sent the candidate's contact information in writing to Company. If CM Access refers a candidate to Company that Company shows through record evidence was already in Company's recruiting database prior to referral by CM Access, Company will not owe CM Access a fee in the event that Company hires the candidate.
- (ii) If after starting employment with the Company, the candidate leaves the Company voluntarily or is terminated for unsatisfactory performance within 90 days of the start date, CM Access will refund the amount paid by the Company on the following sliding scale:

If the employee works 1 - 45 days - refund is 75% of the placement fee
If the employee works 46 - 90 days - refund is 50% of the placement fee
After 90 days no refund will take place

This guarantee is not applicable in the event that the employment is terminated because the employer has insufficient work for the Candidate or because of Company lay-offs or downsizing. This refund program shall only apply if Company has tendered payment in accordance with the payment terms set forth above.

CM Access, at the request of the Company, will conduct background checks on candidates, at the Company's expense. Requests must be in writing and must specify the scope of the background check requested.

CM Access recognizes that while performing its duties set forth herein, CM Access, its representatives and its agents may be granted access to certain proprietary and confidential information regarding Company's business, customers and employees. CM Access agrees to keep such information

confidential. Except to the extent required to perform its obligations set forth herein, CM Access agrees that it will not use or disclose any confidential or proprietary information of Company that it learns of in the course of this agreement, including but not limited to the existence and terms of this agreement, the existence and terms of any position for which Company requests referrals, and any other information, data or facts concerning 38 Studios business, operations, finances, assets, affairs, financial condition, revenues, employment and personnel matters. This paragraph does not apply to information available in the public domain. The confidentiality obligations set forth in this paragraph shall survive termination and expiration and continue for a period of five (5) years after the date of termination or expiration.

Either party may terminate this agreement at any time upon 30 days prior written notice to the other party.

CM Access will perform the services required hereunder as an independent contractor and not as an agent of Company. CM Access understands that only a designated Company recruiter is authorized to extend an offer to a candidate. CM Access has no authority to extend an offer to a candidate unless requested by Company in writing.

CM Access will not send candidate referrals to Company unless requested to do so by Company.

CM Access will not discriminate in referrals, or consent to discrimination by clients, against any candidate on the basis of age, race, color, religion, disability, sex, sexual orientation, national origin or veteran status, as well as other criteria established by federal, state or local statutes, laws, regulations or ordinances.

In the event of a dispute, both Company and CM Access will make every effort to resolve the dispute informally. In the event that such informal methods are unsuccessful, Company and CM Access agree to submit their dispute to binding arbitration. Company and CM Access will select an arbitrator recommended or provided by the American Arbitration Association ("AAA"), contacting the office located closest to Providence, Rhode Island and will follow all rules and procedures established by the AAA. Such arbitration shall take place in a location to be determined by the Arbitrator, but shall take into account the locations of CM Access and the Company.

Notwithstanding the above paragraph regarding binding arbitration of disputes, this agreement shall be governed by and enforced in accordance with the laws of the Rhode Island.

By signing below, the Company confirms its agreement with the foregoing terms and conditions of this Agreement, which may only be modified in writing. Thank you for your confidence in CM Access. We look forward to assisting you with all your staffing needs.

Very Truly Yours,

CM Access

By: 
Name: Krishn Zwickau
Title: Director

Accepted and agreed to as of
The 15th day of November, 2011

By: 
Name: William C. Thomas
Title: President



Commercial Services Agreement
2/24/2011

Cox Account Rep:	Jessica Kumar	Cox System Address:	
Phone Number:	401-615-1334	9 J.P. Murphy Hwy	
Fax Number:	866-456-8627	West Warwick, RI 02893	

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	38 Studios	Full Name:	Brandon Franks
Street Address:	1 EMPIRE PLZ	Billing Telephone:	508-813-9525
City/State/Zip:	Providence, Rhode Island 02903	Fax:	
Billing Address:		Contact Number:	978-310-5100
City/State/Zip:		Email Address:	bfranks@38studios.com
Federal Tax ID:		Cox Account #:	238-3052956-00

Service Description	Taxes and Fees Not Included					Service Charges	
	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Monthly Recurring	One Time Activation & Setup Fees
	COX BUSINESS INTERNET 50.0/15.0		1	\$449.99	24	New	\$449.99
Cox High Speed Internet		1	\$0.00	M-M	New	\$0.00	
CBI Installation		1	\$245.00				\$245.00
Totals:						\$449.99	\$245.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are a Point-to-Point Private Line or Transparent LAN Customer, please initial below.		Merge all
Inter-State Service. By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.		No

Special Conditions
8 static ip addresses

Promotion Details

By signing below, you represent you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement and any other terms and conditions applicable to the services selected above, including without limitation, the Cox tariffs, state and federal regulations, and the Cox Acceptable Use Policy (the "AUP"). This Agreement is subject to credit approval and Customer authorizes Cox to check credit using Customer's Tax ID, Customer's Social Security Number, or other Customer information. If Cox deems Customer not creditworthy, Cox may terminate this Agreement without liability or require a deposit from Customer. Prices above do not include applicable taxes, fees, assessments or surcharges which are additional. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty days from the date above. Otherwise, Cox may withdraw this proposal at any time. If, within thirty days after Customer's signature below, Cox determines that Customer's location is not serviceable under Cox's normal installation guidelines, Cox may terminate this Agreement without liability. If Customer terminates any service that is part of a bundle offering, the remaining services shall be subject to price increases for the remaining service term. Both parties agree that each party may use electronic signatures to sign this Agreement. If Cox does construction to provide service to Customer and Customer cancels this Agreement prior to installation, Customer shall be liable for Cox's reasonable construction costs in addition to any other termination charges.

Customer Authorized Signature	CoxCom, Inc.; Cox Rhode Island Telcom, LLC; Cox Connecticut Telcom, LLC
Signature:	Signature:
Print: William C. Thomas	Print: Jessica A. Kumar
Title Position: COO	Title Position: District Executive
Date: 2/28/11	Date: 3/1/2011

s and Conditions of Regulated Service

Tariffs/Service Guide Regulated Services are provided pursuant to the regulations of the FCC and the regulatory body of the state where the Cox office providing these services is located (which regulations are subject to change), and the rates, terms, and conditions contained in tariffs on file with state and federal regulatory authorities. For States where Cox services are de-tariffed, Regulated Services are provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://www2.cox.com/business/voice/regulatory.cox>. Cox may amend such tariffs (and if applicable, the SG) and regulated Service shall be subject to such tariffs (or if applicable, the SG), as amended. Customer must disclose to Cox if Customer intends to use the Services with payphone service. After the initial term, this Agreement shall automatically renew for one (1) year terms at the same rates, terms and conditions unless a party gives the other written termination notice at least thirty (30) days prior to the expiration of the then existing term. The tariffs and the SG contain Service cancellation or termination charges due to cancellation or termination of Service prior to the term selected on the first page of this Agreement. Termination charges include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of the Customer, and the monthly recurring charges for the balance of the term.

2. Telephone Numbers Cox will be the carrier of record for the Customer's assigned telephone numbers, and numbers that are ported to Cox from another carrier. These numbers, while not the property of the Customer, are reserved for their sole usage during the time service is active with Cox, and can be retained for the Customer's use if ported to another carrier at the termination or expiration of this Agreement. All number assignments and use shall be subject to the rules and regulations of the North American Numbering Plan Administrator. Any telephone number designated by Cox in advance of the activation of Cox telephone service is subject to change by Cox. Additional terms and conditions regarding telephone numbers are contained in Cox tariff(s) or, if applicable, the SG. Certain 10 digit dialed IntraLata calls are billed per minute long distance charges.

3. State-to-State and International Services If Customer subscribes to or uses switched access state-to-state and/or International telecommunications Services from Cox, such Services shall be provided pursuant to the terms and conditions contained in Cox Customer Service Agreement which may be found at www.cox.com/telephone/customer-services-agreement.asp and the terms and conditions at www.coxbusiness.com/products/voice/basicpricing/index.html.

4. PBX Usage, Equipment, and E911 Services Customer is responsible for ensuring that the Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on the Company's network is protected from fraudulent or unauthorized access. The Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Customer uses a PBX in connection with the Services, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. For certain telephone Services, an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), or an analog terminal adaptor (ATA) will be provided and installed by Cox at no charge to Customer. Only the eMTA and ATA will have battery backup provided by Cox. Customer is responsible for battery backup for the IAD. In the event of a power outage, your telephone Service using an eMTA or ATA will continue to operate as usual for up to eight hours with the backup battery provided by Cox. The duration of Service during a power outage using an IAD will depend on Customer's battery backup choice. If the eMTA, ATA, or IAD that supplies your telephone Service is disconnected or removed and/or the battery is not charged, Service, including access to E911, will not be available. Cox uses your telephone Service address to identify your location for E911 Service. To ensure that E911 dispatch receives your correct address, the eMTA, ATA and/or IAD installed in your business should not be moved. Please notify Cox if you would like to move or relocate your telephone Service. It can take up to 2 business days for your new address to be updated.

5. PIN Access. The FCC requires business customers to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account. Telephone Service is subject to the Cox privacy policy posted at http://www.cox.com/policy/#Online_Privacy_Policy.

6. Letter of Agency. The Letter of Agency executed in connection with this Agreement shall be valid during the term of this Agreement for all telephone lines purchased hereunder. Customer may purchase additional telephone lines under this Agreement for the above location(s) or additional location(s), but at pricing quoted to Customer by Cox at the time Customer orders such additional telephone lines.

B. Unregulated Services and Service not subject to tariffs.

1. Payment Customer shall pay for all monthly service charges, plus one-time set-up, installation and/or construction charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation of Service, and installation charges, if any, shall be due upon completion of installation. Any amount not received by the due date shown on the applicable bill will be subject to interest or a late charge at the maximum rate allowed by law. Upon notice to Customer, Cox may change Video Service prices periodically during the Term of this Agreement. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. No interest will be paid on deposits unless required by law.

2. Service and Installation Cox shall provide Customer with the "Services" and "Equipment" identified on the first page of this Agreement. Customer is responsible for damage to any Equipment. Customer may use the Services for any lawful purpose, provided that such purpose (a) does not interfere or impair the Cox network or Equipment and (b) complies with the applicable Acceptable Use Policies ("AUP") which are incorporated herein by reference. Customer shall use the Equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Cox shall use reasonable efforts to maintain the Services in accordance with applicable performance standards. For cable modem Internet Services, bandwidth speeds may vary and Customer may not always receive or obtain optimal bandwidth speeds. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing / web hosting Services shall be subject to the AUP at www.coxbusiness.com/acceptableusepolicy.pdf. Web hosting customers may view the AUP by clicking on the Control panel. Upon notice to Customer, the AUP may be amended from time to time during the Term of this Agreement. Customer's continued use of the Services following an AUP amendment shall constitute acceptance.

3. Service Start Date and Term This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term set forth on the first page of this Agreement and such term of Service shall begin upon installation of Service; provided that if Customer delays installation or is not ready to receive Services, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages resulting from delays in meeting service dates due to construction delays or reasons beyond its control.

4. Customer Responsibilities Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all facilities and Equipment provided by Cox. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. If Customer engages in a public performance of any copyrighted material contained in any of the Services, the Customer, and not Cox, shall be responsible for obtaining any public performing licenses. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Cox network.

5. Equipment Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to facilities and equipment installed by Cox, and Customer shall not create or permit to be created any liens or encumbrances on such equipment. Internal Wiring shall not be considered equipment and shall become the property of Customer upon initiation of Service. Cox shall install equipment necessary to furnish the video Services to Customer. Customer shall not modify or relocate equipment installed by Cox without Cox' prior written consent. Customer shall not permit tampering, altering, or repair of the Equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox equipment in good condition, ordinary wear and tear accepted. In the event the Equipment is not returned to Cox in good condition, Customer shall be responsible for the value of such equipment. Cox shall repair any equipment owned by Cox at no charge to Customer provided that damage is not due to the negligence of Customer. If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be responsible for such equipment.

6. Resale of Service Unless authorized in writing by Cox, Customer may not resell any portion of the Service to any other party; provided, however, Customer may, with Cox's prior written consent, resell web hosting for third parties through the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

7. Default If Customer fails to comply with any material provision of this Agreement or any other agreement with Cox, including, but not limited to failure to make payment as specified either in this Agreement or any other Agreement with Cox, then Cox, may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

8. IP Address/Domain Name Registration Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the domain name registrar, which may be amended from time to time and are presently posted at Register.com:
<http://www.register.com/retail/policy/servicesagreement1.rmx>
 or Verisign: http://www.netsol.com/en_US/legal/static-service-agreement1.html. Customer is responsible for payment and maintenance of domain name registration.

9. Termination Customer may terminate video, data, VoiceManager, Internet, web hosting, unregulated telephone Services, and/or web conferencing Services before the end of the term selected by Customer on the first page of this Agreement; provided, however, if Customer terminates such Service before the end of the term (except for breach by Cox), or Cox terminates Services for Customer's breach of this Agreement or the AUP, Customer will be subject to termination liability equal to the nonrecurring charges (if unpaid) and 100% of the monthly recurring charges for the terminated Services multiplied by the number of full months remaining in the term commitment. This provision survives termination of the Agreement. **After the initial term, this Agreement shall automatically renew for one (1) year terms at the same rates, terms and conditions unless a party gives the other written termination notice at least thirty (30) days prior to the expiration of the then existing term.** If Cox is delivering Services via wireless network facilities and there is signal interference with such Service, Cox may terminate this Agreement if Cox cannot resolve the interference by using commercially reasonable efforts.

10. LIMITATION OF LIABILITY COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS ARISING FROM THIS AGREEMENT.

11. Assignment Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox. Cox may assign this Agreement and Service may be provided by one or more legally authorized Cox affiliates.

12. Warranties EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

13. Indemnity Customer shall indemnify and hold Cox and its respective affiliates, subcontractors, employees or agents harmless (including payment of reasonable attorneys fees) from and against any claim, actions or demands relating to or arising out of Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by the Customer, its employees, or users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees or users using the Services; and/or (iv) violation by Customer, its employees or authorized users of the Cox AUP.

14. Viruses, Content, Customer Information Software or content obtained from the use of Service may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Through the use of the Service, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox affiliate. Cox may

delete any Internet traffic or e-mail that contains a virus. If Customer operates a wireless local access network in connection with the Services, Customer is solely responsible for the security of its network. Use of the Service is subject to Cox's privacy policy posted at http://www.cox.com/policy/Online_Privacy_Policy.

15. Miscellaneous This Agreement, the tariffs (or, if applicable, the SG), and the documents referenced herein constitute the entire agreement between Cox and Customer for the Services and equipment. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. Except as provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the state where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered by hand delivery or express or certified mail, return receipt requested, all postage prepaid, to the other party at the address on this Agreement.

16. Regulatory Authority-Force Majeure This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections, acts of terrorists, or the taking of property by condemnation.

17. Web Hosting Servers Cox reserves the right to select the server for Customer's web site for best performance. The Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Customer's web site overwhelms the server and causes complaints from other users, the Customer has outgrown the realm of shared services and will be required by Cox to relocate its web site. If the Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full time Internet presence for the Customer. The Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Cox shall not be liable to Customer for such outages or server downtime.

18. Digital Millennium Copyright Act Cox is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint with Cox's designated agent. Please contact DMCA@Cox.com for information necessary to file your complaint with Cox.

19. E-Rate Customers This paragraph applies only to educational institutions or libraries seeking reimbursement under the Federal Universal Service Fund. Customer shall apply annually to the Schools and Libraries Division, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests as part of the Program Integrity Assurance (PIA) process within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied SLD funding for any reason, Cox may then elect to decrease the level of Services provided to Customer. If full E-Rate funding is not received within 6 months of application date, or by the opening of the application window for the following funding year, then Cox may terminate the Agreement without further liability to either party. Additionally, if full E-Rate funding is not received and Cox elects to terminate the Services during the Term, then Customer may be subject to termination liabilities.

20. VoiceManager Service In addition to these terms and conditions, if Customer purchases VoiceManager under this Agreement, the terms and conditions located at <http://www.coxbusiness.com/products/voice/voicemanager> and set forth in Sections A.2, A.3, and A.4 of this Agreement shall apply to VoiceManager. The VoiceManager web site contains descriptions and charges for a network interface fee and ancillary services such as directory assistance, 411 charges, directory listing and operator services. Prices and rates for the network interface fee and ancillary services are subject to change from time to time during the term of this Agreement. The VoiceManager web site is incorporated into this Agreement as if fully set forth herein.

21. Demarcation The demarcation point for 1) Cox's telephone service, is the punch-down box installed by Cox at Customer's location; and 2) Cox's internet service, is the Ethernet port of the Internet connection provided to Customer by Cox. Unless otherwise agreed by the parties, Customer is responsible for wiring, cabling, equipment and access beyond the applicable demarcation points.

Dell Marketing L.P. ("Dell")
 One Dell Way
 Round Rock, TX 78682

Dell IT Management SaaS
 U.S. Order Form (for new order)

38 Studios ("Customer")

DATE: 3 / 22 / 2011

Address: 5 Clock Tower Place Suite 140
 Maynard, MA 01754

Phone: _____ Fax: _____
 Email: bfranks@38studios.com

The above Customer and Dell Marketing, L.P. ("Dell") enter into this Order Form ("Order Form") as of the date above; to place an order with Dell for the following SaaS Services and options:

IT MANAGEMENT SAAS PRODUCT(S)	QUANTITY	DURATION	ESTIMATED ACTIVATION DATE	ESTIMATED END OF TERM	SERVICE FEES
Email Continuity	236 Mailboxes	12 Months	4 / 7 / 2011	5 / 8 / 2011	\$ 7445.15
Blackberry Continuity	15 Mailboxes	12 Months	4 / 7 / 2011	5 / 8 / 2011	\$ 857.34
Continuity End-User-Pack	Mailboxes	Months	/ / /	/ / /	\$
Rapid Archive	Mailboxes	Months	/ / /	/ / /	\$
Rapid Archive End-User-Pack	Mailboxes	Months	/ / /	/ / /	\$
Enterprise Archive	Mailboxes	Months	/ / /	/ / /	\$
Email Security	Mailboxes	Months	/ / /	/ / /	\$
Maximum Contracted Storage	48 GB Yr 1 GB Yr 2 GB Yr 3	12 Months	4 / 7 / 2011	5 / 8 / 2011	\$ 672
Data Import	GB	Months	/ / /	/ / /	\$
*DECLINE AUTO-RENEW <input type="checkbox"/> Additional Details:					

Please have an authorized representative sign below to acknowledge your agreement to the terms contained in this Order Form.

SUBTOTAL \$ 8974.49

CUSTOMER

DELL MARKETING L.P.

By: *W.C. Thomas*
 Name & Title: President / COO, William C. Thomas
 Date: 3/22/11

By: *Scott E. Bialek*
 Title: Scott Bialek, Manager

* The IT Management SaaS Services are licensed to Customer on a subscription basis and Customer's access and use of the IT Management SaaS Services (and to receive maintenance and support for the IT Management SaaS Services) will automatically expire at the end of the term specified on this Order Form if Auto Renewal option is declined. In such case, Customer's subscription to the IT Management SaaS Services may be renewed on the mutual, written agreement of the parties. To renew Customer's subscription, Customer must enter an IT Management SaaS Service Agreement or submit a Change Order Form for the applicable Services at the agreed upon rates for such Services and deliver such signed agreement to Dell at least thirty (30) days prior to the expiration of the then-current subscription term.

ORDER FORM TERMS AND CONDITIONS

1. This Order Form is subject to Dell's Commercial Terms of Sale, available at www.dell.com/Terms, which is incorporated by reference in its entirety herein. A separate Service Description also applies to your order; please see the "IT Management SaaS Service Description" available at www.dell.com/SaaS-Contracts for more details regarding your service. You may also contact your Dell sales representative for assistance with obtaining any service contracts.
2. Fees for the Revised Services shall be payable annually in advance in accordance with the Agreement, but pro-rated on an initial invoice in order for subsequent payments to be made simultaneously with the amounts originally charged under the Agreement. The Fees for the Revised Services do not include any applicable taxes or fees assessed or imposed upon the Services which will be listed on the final invoice.
3. All software used in connection with the Dell IT Management SaaS shall be delivered via download and no tangible media shall be given to Customer.
4. This Order Form may be executed in counterparts, and all such counterparts shall together constitute one and the same instrument. An electronic copy (facsimile or PDF/image file) of an executed counterpart of this Order Form shall be sufficient to evidence the binding agreement of each party to the terms hereof.
5. Estimated Activation Date is noted above, but the Activation Date shall be the date that Customer receives email instructions unless a different Activation Date has previously been agreed to in writing by the parties.

THANK YOU FOR YOUR BUSINESS!



E3 Contract

Exhibit Space Contract
 June 5-7, 2012
 Los Angeles Convention Center
 Los Angeles, CA

This contract for exhibit space at the Electronic Entertainment Expo ("Show") between Entertainment Software Association ("ESA") and your company ("Exhibitor") will become a binding contract upon acceptance by ESA and is based upon the Show floor plan, terms set forth below, and general information included with this contract.

1. Exhibitor Information

Exhibiting Company (Print name as to appear in literature): 38 Studios			
Company Name: 38 Studios		Address: One Empire Plaza	
City: Providence	State/Province: RI	Zip/Postal Code: 02903	Country: USA
Name: Adam Kahn	Title: PR Director		
Phone: 401-243-8373	Fax:		
E-mail: akahn@38studios.com	Company URL: www.38studios.com		
Billing Contact: Eric Valentine	Phone: 401-243-8328	Fax: 401-243-8305	E-mail: purchases@38studios.com

2. Exhibit Space & Meeting Room Requests and Specifications

a. Booth Size () x () = $\frac{0}{\text{Total sq. ft.}} \times \frac{\$23.00}{\text{Price/sq. ft.}} = \0.00 Booth Space: _____
 Exhibit Space Cost

b. Permanent Meeting Room Size () x () = $\frac{3,479}{\text{Total sq. ft.}} \times \frac{\$35.00}{\text{Price/sq. ft.}} = \$121,765.00$ Meeting Room: 406AB
 Permanent Meeting Room Cost

c. On-Floor Meeting Room Size () x () = $\frac{0}{\text{Total sq. ft.}} \times \frac{\$35.00}{\text{Price/sq. ft.}} = \0.00 Meeting Room: _____
 On-Floor Meeting Room Cost

If you would like to share exhibit space or event marketing, and/or be listed in official Show publication with another qualified entity, then each qualified entity must submit a separate share contract and a share fee. Approval of share applications is in ESA's sole discretion.

3. **ESA Member Pricing Policy.** Exhibitor understands and acknowledges that the price per square foot provided in this contract is a reduced rate available to Exhibitor by virtue of Exhibitor's membership in ESA now and through the date of the Show. In the event that Exhibitor withdraws as a member of ESA or fails to pay to ESA any outstanding balance of dues for membership in ESA (including any applicable late fees) on or before May 25, 2012, then Exhibitor shall pay to ESA, in addition to the total cost provided in the Agreement, the difference between the member and non-member prices per square foot. Exhibitor shall make any such payment by no later than May 25, 2012. ESA reserves the right to retract other member benefits from Exhibitor, including, but not limited to, adjustments to the location or size of Exhibitor's assigned exhibit space, in the event of withdrawal or non-payment as described above.

4. **Payment Terms.** Fifty percent (50%) of the contracted amount is due immediately upon signing this contract. The remaining fifty percent (50%) of the contracted amount is due January 17, 2012. If this contract is signed after January 17, 2012, one hundred percent (100%) of the contracted amount is due immediately upon signing. Please make payment payable, in US dollars, to Entertainment Software Association, d.b.a.: ES.

5. **Cancellation by Exhibitor.** Exhibitor may cancel out of the Show at any time upon written notification to ESA. ESA must receive written notification of the cancellation by registered or certified mail. If notification is received prior to January 17, 2012, then fifty percent (50%) of the contracted amount canceled is due and non-refundable. If notification is received on or after January 17, 2012, then one hundred percent (100%) of the contracted amount canceled is due and non-refundable. The appropriate payment must be received by ESA within fifteen (15) days of cancellation. Both Exhibitor and ESA specifically recognize and acknowledge that ESA will sustain certain losses if Exhibitor cancels the contract after its execution and that those losses cannot be precisely determined due to the difficulty, if not impossibility, of determining such losses. Accordingly, Exhibitor agrees that the cancellation policy set forth above reflects a fair estimate of these losses. In the event of either full or partial cancellation by Exhibitor, ESA reserves the right to reassign or otherwise reassign canceled exhibit space. ESA shall be entitled to retain all payments due under the cancellation policy set forth above regardless of whether ESA reassigns or otherwise reassigns the canceled exhibit space.

6. **Cancellation of Exhibitor by ESA.** If Exhibitor does not make full payment when due under the terms of this contract or fails to comply with any of the regulations or requirements set forth in this contract, ESA may terminate this contract and Exhibitor shall be responsible for payment to ESA of all amounts that would have been due to ESA under the terms of this contract.

7. **Default.** If Exhibitor has failed to fully pay any monies owed to ESA under prior contracts, ESA may, at its sole discretion, eschew any fees paid under this contract to satisfy such outstanding balance(s). Any resulting breach in full or partial payment of this contract that Exhibitor does not cure within ten (10) days after notice by ESA shall be deemed a cancellation by Exhibitor and governed by Section 5 above. If Exhibitor fails to

comply with the terms of this contract, then, in addition to any and all other remedies available to ESA in law or in equity, ESA shall be entitled to retain any and all payments received from Exhibitor as additional liquidated damages.

8. **Relocation and Floor Plan Revisions.** ESA retains the exclusive right to revise the Show floor plan and/or move assigned Exhibitors as necessary, at ESA's discretion.

9. **Assignment of Exhibit Space by ESA.** Exhibit space is assigned by ESA in its sole discretion. While every effort is made to take into account Exhibitor's preferences in the assignment of exhibit space, ESA cannot guarantee that Exhibitor's preferences will be honored. ESA shall not be liable if it does not honor Exhibitor's preference in the assignment of exhibit space and/or if Exhibitor is not satisfied with ESA's assignment of exhibit space. Acceptance of a contract for exhibit space by ESA does not guarantee that exhibit space will be available. If Exhibitor is placed on a wait list, Exhibitor may cancel off the wait list at any time without penalty. However, if space becomes available, then all terms of this contract will apply.

10. **Display.** Exhibitor must comply with all requirements contained in the Exhibitor Service Manual. By way of example, Exhibitors with special backgrounds or side dividers must make certain that such material is finished in such a manner as to not be unattractive to exhibitors in adjoining exhibits. ESA shall have the exclusive right to approve the arrangement and appearance of items displayed. ESA may, at its discretion, require the replacement, rearrangement, or re-decoration of any item or exhibit, and no liability shall attach to ESA for costs that Exhibitor may incur thereby. If such changes have not been made two (2) hours prior to the scheduled opening of the Show, ESA shall authorize the official decorator to amend the area at Exhibitor's expense.

11. **Subleasing.** Exhibitor may not assign, sublet, or resell its exhibit space nor any part thereof, nor exhibit, offer for sale, or advertise products not manufactured or sold by Exhibitor, except where such products are necessary for proper demonstration or operation of Exhibitor's display, in which case the identification shall be limited to the manufacturer's name, regular nameplate, or Exhibitor must participate in ESA's Business Partner Program. Exhibitor may not permit non-exhibiting company representatives to operate from its booth. Rules of ESA shall, in all instances, be final with regard to use of exhibit space.

12. **Licenses.** This contract constitutes a revocable license between ESA and Exhibitor. ESA hereby grants to Exhibitor a license to enter onto the premises of the Los Angeles Convention Center ("LACC") and use the LACC for the purpose of exhibiting at the Show, as provided for and pursuant to the terms set forth in this contract, during move-in, show, and move-out hours. ESA reserves the right to prohibit, terminate, revoke the license of, remove, and/or restrict Exhibitors who, in ESA's sole discretion, may detract from the Show's general character or are otherwise objectionable in ESA's sole discretion. ESA may deem an Exhibitor objectionable for purposes of this Section for actions including, but not limited to, excessive noise, method of operation, or distribution or display of objectionable materials or conduct (including, but not limited to, those which are sexually explicit or which violate the intellectual property rights of others). This reservation includes person(s), thing(s), conduct, printed matter, and anything of any character that



E3 Contract

Exhibit Space Contract

June 5-7, 2012
Los Angeles Convention Center
Los Angeles, CA

ESA determines in its sole discretion to be objectionable. In the event ESA exercises this right, ESA shall not be liable for any refund or other Exhibitor expenses. Exhibitor agrees to waive and release ESA and its subsidiaries, members, affiliates, officers, directors, agents, representatives, and employees from all claims of any character by reason of ESA's exercise of its rights under this Section, and further agrees to waive any and all rights that may arise under this license.

13. Shared Space. Only a company named in an exhibit space contract is an official Show Exhibitor and entitled to receive the benefits and services made available to official Show Exhibitors. Exhibitor shall not assign, share, or sublet any part of its exhibit space, unless each additional sharing company completes an official exhibit space share contract, is approved by ESA, and pays the share fee. Any attempted assignment, sharing, or subletting in violation of this Section shall be void and of no legal effect. Companies that are not approved by ESA may not exhibit at the Show. All terms of this contract apply to share companies. The determination of whether a company is entitled with an exhibitor shall be made by ESA in its sole discretion.

14. Event Marketing. In order to qualify for Show event marketing, the Exhibitor must submit a separate event marketing contract and must purchase a minimum of \$90,000 in exhibit space or meeting room space.

15. Occupancy Default. Any Exhibitor failing to occupy space contracted for shall not be relieved of the obligation to pay the full rental charge of such space. If not occupied by the end of the published move in time, such space may be taken by ESA and reallocated or reassigned for any purposes or use that ESA may see fit. All exhibits must be set up and occupied by Exhibitor staff during all Show hours. Booth space not so occupied will revert to ESA with no refund offered.

16. Promotion of Exhibitor. Only the Exhibitor executing this contract shall have the right to be listed as an official exhibitor in the Show guide, on the Show web site, or in the Show promotional materials. ESA will incur no liability for any errors, omissions, or format changes to the Exhibitor's listing.

17. Use of Exhibitor's Name, Marks, and Logos. Exhibitor hereby grants to ESA the right and permission to use, for the limited purpose of promotion of the Show, Exhibitor's name and only the marks and/or logos provided to ESA by Exhibitor.

18. Official Show Logo. Exhibitor may use the official Show logo to refer to the Show itself, only as provided by ESA for Exhibitors on the Show web site, for the sole purpose of advertising or promoting Exhibitor's participation in the Show. Exhibitor will not represent or imply that ESA approves, sponsors, or endorses Exhibitor's products or services in any way, including by using the official Show logo as part of Exhibitor's own mark. Exhibitor will not use or create any logo incorporating "E3" other than the official Show logo.

19. Press Release. Exhibitor hereby grants to ESA the right and permission to issue press releases announcing Exhibitor's participation in the Show. In the event ESA chooses to include a quote and boilerplate information from Exhibitor in a press release, ESA will provide Exhibitor with a draft of the press release for approval. If Exhibitor does not provide its feedback and approval of the press release within five (5) business days of receipt, ESA reserves the right to issue the press release on its own without Exhibitor's quote.

20. Recordings. Exhibitor, for itself and its employees, contractors, and agents, hereby consents to the photographing, videotaping, or other recording of Exhibitor's booth, and its employees, contractors, and agents in such booth, from June 5-7, 2012, and to the non-exclusive, worldwide use and/or exploitation of such images by ESA and/or IDG World Expo ("Show Management") for the limited purpose of promoting the Show. Notwithstanding the foregoing, Exhibitor is permitted to photograph, videotape, and otherwise record its own booth space, and to exploit worldwide any such photographs, videotapes, and other recordings of its own booth space for any purpose, whether on a live (for no more than 10 consecutive minutes), delayed or other basis, including any means of signal distribution, exhibition, or recording, now known or hereafter created, including, but not limited to: standard commercial or noncommercial over-the-air television or radio broadcast, cable television, over-the-air subscription or pay television, pay cable television, direct-by-satellite (DBS) television, master antenna television, closed-circuit television, pay-per-view television, webcasting or other internet distribution, and all present, past or other now-known or hereafter-existing home video and/or audio formats or media, and multipoint distribution service exhibitions, whether distributed by subscription, license, rental, sale, or otherwise. Exhibitor acknowledges that Show Management is not authorized to grant Exhibitor the right to photograph, videotape, or otherwise record the booth space of other exhibitors or to use any images of the booth space of other exhibitors. Show Management will make best efforts to prohibit, through contract or otherwise, other exhibitors from photographing, videotaping, or otherwise recording Exhibitor's booth space during non-show hours or before Exhibitor has made its booth space available for public viewing.

21. Installing, Exhibiting, Dismantling, and Removal. Hours and dates for installing, exhibiting, dismantling, and removing exhibit material shall be those specified by ESA. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Show by the end of the dismantling period as set by ESA. Exhibitor shall bear all costs and liabilities associated with the creation, set up, maintenance, breakdown, delivery, and removal of exhibit material. Exhibitor shall abide by the Show hours. No Exhibitor shall be allowed to dismantle its booth prior to the closing of the Show on June 7, 2012, at the time set by ESA. This includes any type of packing, including, but not limited to, packing brochures and taking down signs. If Exhibitor is found dismantling its booth, ESA may take any measures it deems necessary, in its sole discretion, in order to stop the process.

22. Character of Exhibits. Products or services to be exhibited are limited to those that have a connection to the Show industry. Material or conduct, including live models, that is sexually explicit and/or sexually provocative, including, but not limited to, nudity, partial nudity, and bearing suit bottoms, are prohibited on the Show floor, all common areas, and at any access point at the Show. ESA, in its sole discretion, will determine whether material, products, or services are acceptable.

23. Excessive Noise Policy. Exhibitor shall not exceed a maximum noise level of 60 dba in its exhibit space as determined by ESA. If ESA, in its sole discretion, finds Exhibitor in violation of this policy, ESA shall (a) on first violation, give Exhibitor a verbal warning; (b) if a second violation occurs, give Exhibitor a written warning; and (c) if a third violation occurs, disconnect Exhibitor's power for the remainder of the Show, deduct fifty percent (50%) of Exhibitor's priority points for the Show, and ESA shall not be liable for any refund or Exhibitor expense. If ESA has disconnected Exhibitor's power under Section 23(b) above at a prior show, ESA reserves the right to immediately disconnect Exhibitor's power for the remainder of the Show upon a single Exhibitor noise violation. ESA may, at its sole discretion, require separate, binding agreements with noise policy violators to review and approve noise policy violators' exhibit space design and other related issues before noise policy violators are permitted to book space in future shows. The use of sound systems is permissible provided that the sound is directed into Exhibitor's exhibit space.

24. Exhibit Construction. Exhibitor shall abide by all regulations set forth by ESA, the LACC, local safety, and fire regulations. Exhibitor's compliance with regulations does not guarantee ESA approval of the structural safety of the display. ESA does NOT allow inflatable booth displays. Exhibitor and its display company shall be solely liable for the safety of the exhibit.

25. Care of Building and Equipment. If Exhibitor, its agent(s), guest(s), invitee(s), or employee(s) impair or damage the walls, floors, exhibit space, or equipment of the LACC, then Exhibitor shall be solely liable to the LACC. All material in Exhibitor's exhibit space must be fireproof, and electric wiring must conform to the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes, and other laws of Los Angeles, and any other government authority maintaining jurisdiction over the LACC, which affect the installation, conduct and decommissioning of that exhibit space. Neither combustible materials nor explosives are permitted. Exhibitor shall also comply with all requests of officials of the LACC and ESA pertaining to the installation, conduct, and decommissioning of its exhibit.

26. Selling Policy. Exhibitors are prohibited from selling products and/or services on the Show floor.

27. Food and Beverage Service. Exhibitor may obtain food and beverage service only through the LACC's authorized caterers.

28. Special Services, Insurance, Safety, Security, Electrical, Telephone, Internet, Cleaning, Catering, Sign Hanging, Drayage, and Other Special Services are provided only when Exhibitor orders and agrees to pay for these services from the authorized suppliers. Notwithstanding such designation, authorized suppliers act solely as independent contractors, and neither ESA, Show Management, nor the LACC will be responsible for the performance of any act or omission of authorized suppliers. ESA is not the owner of the LACC, and is not responsible for providing any services to Exhibitor. ESA shall not be liable to Exhibitor if any services are not provided, and Exhibitor agrees to hold harmless and indemnify ESA and its parent, subsidiaries, affiliates, officers, directors, agents, representatives, and employees against any claim with respect thereto.

29. Americans with Disabilities Act. Exhibitor must be in full compliance with the Americans with Disabilities Act ("ADA").

30. Fees, Royalties, and Infringement. Exhibitor's use of the exhibit space in any manner which infringes upon public performance, trademark, trade dress, or copyright laws is expressly prohibited. Exhibitor acknowledges that ESA does not exercise control over the selection of any work that may be used by Exhibitor which is protected by public performance, trademark, trade dress, or copyright laws. Exhibitor is solely responsible for obtaining all necessary licenses and for paying all fees, royalties, and fines for the use of a work that is protected by public performance, trademark, trade dress, or copyright laws.

31. Force Majeure. ESA shall not be liable for any damages sustained from delay or non-performance due to events beyond the reasonable control of ESA or the LACC, including, but not limited to, acts of God, disaster, government regulations, act of war, act of terror, strikes or other labor disputes, weather, earthquakes, fires, floods, riots, civil disorder, failure of power or utilities, government acts, curtailment of transportation facilities preventing or unreasonably delaying at least twenty-five percent (25%) of Show attendees, exhibitors, or guests from appearing at the Show, unavailability of the premises at which the Show is conducted, termination by the LACC for good cause, or other similar cause beyond the control of ESA making it inadvisable or illegal to hold the Show. Then and thereupon this contract may be terminated or the Show may be moved to another appropriate location, at the sole discretion of ESA, and Exhibitor shall and does hereby waive any claim for property or other damages or compensation, except for a pro rata return on the amount Exhibitor paid, after deducting ESA's actual expenses incurred in connection with the Show. Other than such refund by ESA, there shall be no further liability on the part of either party, except as otherwise discussed in this contract.

32. Regulations. ESA in its sole discretion shall interpret, amend, and enforce all regulations that appear in this contract. This contract is subject to and subordinate to the agreement between the LACC and ESA covering the Show exhibit areas at this property (and other facilities which may be used) for the period of the Show, move-in, and move-out. All rules are subject to change in accordance with Fire Marshal regulations. Exhibitor must comply with all the laws, regulations, and ordinances in force in the LACC, the City of Los Angeles, the State of California, and the United States, and is responsible for obtaining any licenses, permits, or approvals required thereunder in connection with its activities at the Show. Additionally, Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, and other charges that shall become due to any governmental authority in connection with its activities at the Show.

33. Limitation of Liability. Exhibitor agrees to make no claim for any reason whatsoever against ESA or Show Management for loss, theft, damage, or destruction of goods; nor for any injury, including death, to its employees, agents, or representatives; nor for any damage of any nature, including damage to its business, for failure to provide exhibit space; nor for failure to hold the Show as scheduled; nor for any act or omission of ESA or Show Management. Exhibitor is solely responsible for its own exhibit and products and should insure exhibits and products from loss or damage from any cause whatsoever. It is understood that all property of Exhibitor is in the care, custody, and control in transit to,



E3 Contract

Exhibit Space Contract
June 5-7, 2012
Los Angeles Convention Center
Los Angeles, CA

from, or within the confines of the LACC, ESA and Show Management shall bear no responsibility for the safety of Exhibitor, its personnel, employees, agents, representatives, or personal property.

34. Insurance. Exhibitor and its contractors shall obtain personal and property damage liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. ESA may, in its sole discretion, require Exhibitor to obtain, and Exhibitor shall obtain, self insurance or liability insurance in excess of the above stated amounts, not to exceed three million dollars (\$3,000,000). Additionally, Exhibitor shall obtain sufficient worker's compensation insurance. Exhibitor's commercial general liability policy shall name the LACC, GES Expositions Services, ESA, and Show Management and their respective parent, subsidiaries, affiliates, officers, agents, representatives, directors, and employees as additional insureds, but only to the extent of the contractual liabilities assumed herein. The insurance is to cover the full period of occupancy in the LACC by Exhibitor, its agents, servants, representatives, employees, guests, and/or invitees. Exhibitor and its contractors shall furnish proof of all required insurance at least sixty (60) days prior to occupancy.

35. Representations. Exhibitor represents and warrants that (i) all information provided herein is correct and accurate as of the time it executes this contract; (ii) it will promptly comply with all obligations incurred by it hereunder; (iii) it will abide by all terms set forth herein; (iv) it has taken and will take all precautions necessary to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of its exhibit as erected, including obtaining the certification of a registered structural engineer if reasonably necessary; (v) it is in full compliance with the ADA; and (vi) it does not and will not infringe ESA or third party intellectual property rights, including, but not limited to, ESA or third party trademark, trade dress, and copyrights and/or privacy, publicity, or publishing rights of ESA or any third party, and Exhibitor will obtain all necessary licenses for its activities at the Show.

36. Limitation of Damages. ESA's and its subsidiaries', affiliates', officers', directors', agents', representatives', and employees' acts and collective liability arising out of or relating to this contract, including, but not limited to, on account of performance or nonperformance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort (including, but not limited to, negligence), statute, or otherwise, shall in no event exceed the amounts paid to ESA under this contract. ESA AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AND EMPLOYEES SHALL NOT IN ANY EVENT BE LIABLE TO EXHIBITOR FOR ANY THIRD-PARTY CLAIM OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ITS TERMINATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE AND IRRESPECTIVE OF WHETHER ESA OR ITS SUBSIDIARY(IES), AFFILIATE(S), OFFICER(S), DIRECTOR(S), AGENT(S), REPRESENTATIVE(S), OR EMPLOYEE(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

37. Indemnity. Exhibitor, for itself and all its affiliates, together with their directors, officers, employees, sub-contractors, agents, successors, and assigns ("Exhibitor") shall indemnify, defend, and hold harmless the LACC, ESA, and Show Management and their respective parents, subsidiaries, members, affiliates, sub-contractors, officers, directors, representatives, and employees (collectively "Indemnitees"), to the maximum extent allowed by law, from any expense, loss, claim, suit, damage, fine, penalty, or liability payable under any judgment, verdict, court order, or settlement, including reasonable attorneys' fees, resulting from any claim, demand, action, suit, or similar proceeding brought against any or all of Indemnitees by any person or entity, including, but not limited to, the assessment, claim, or demand by a governmental agency or entity, arising out of or in any way directly or indirectly connected with, in whole or in any part: (i) the acts or omissions of Exhibitor or anyone directly or indirectly employed by Exhibitor or for whose acts Exhibitor may be liable (collectively, "Personnel"); (ii) the presence of

Exhibitor upon the site contemplated by this contract or Exhibitor's performance of any work or activities contemplated by this contract; (iii) the material breach by Exhibitor of this contract; (iv) the operation of Exhibitor's exhibit; (v) the alleged violation by Exhibitor of any regulation, statute, law, ordinance, or government directive; (vi) the allegation by any person or entity that content, services, or products provided or performed by Exhibitor infringe or misappropriate any copyright, patent, trade secret, trademark, trade dress, or trade name of such person or entity; (vii) the allegation by Exhibitor that the content, services, or products of any person or entity infringe or misappropriate any copyright, patent, trade secret, trademark, trade dress, or trade name of Exhibitor; (viii) any enforcement actions that ESA and/or Show Management take at Exhibitor's request to enforce Section 37 (vi) above; (ix) any personal injury or property damage resulting directly or indirectly from collapse or operation of Exhibitor's exhibit, or any portion thereof, or from the existence of any other unsafe condition at Exhibitor's exhibit; or (x) the allegation that an employee, agent, or representative of Exhibitor has, in the course of the employee's, agent's, or representative's performance of duties related to this contract, caused or suffered harm, whether or not the harm is alleged to be physical or whether or not the harm is alleged to have occurred at the Show or as a result of their performance under this contract. Exhibitor must immediately notify ESA of any alleged infringement of Exhibitor's rights by any person or entity at the Show. The Indemnitees shall have the right to participate in the defense of any suit or proceeding through counsel of their own choosing. Claims against the Indemnitees by Exhibitor or its Personnel shall not limit Exhibitor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation, or benefits payable by or for Exhibitor or its Personnel under workers' compensation acts, disability benefit acts, or other employee benefit acts or insurance.

38. Waiver of Rights. Any rights of ESA under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ESA.

39. Agreement to Rules. Exhibitor, for itself, its personnel, employees, agents, or representatives, agrees to abide by the foregoing rules and those provided and contained in this contract and by any amendments and additional rules that may be put into effect by ESA.

40. Applicable Law. This contract shall be constructed, governed, and enforced in accordance with the laws of the District of Columbia and its courts. In the event that ESA needs to bring a suit to enforce any of its rights outlined, ESA shall be entitled to recover all costs from the suit (including attorneys' fees).

41. Relationship between the Parties. The parties to this contract are independent contractors, and this contract shall not establish any relationship of partnership, joint venture, employment, landlord-tenant, franchise, or agency between the parties. No party shall have the power to bind any other party or incur obligations on any other party's behalf without the other party's prior written consent, which shall not be unreasonably withheld.

42. Use of Exhibitor's Games. If Exhibitor is a game publisher or developer, ESA reserves the right and Exhibitor hereby grants the right to ESA to purchase commercially-available games created by Exhibitor and display them on the Show's stages during the Show. Exhibitor may choose to donate games to ESA for use on the Show's stages.

43. Hotel Room Block Policy. ESA member Exhibitors must reserve their hotel room block through the official ESA housing company, Convention Management Resources. Violations of this policy will result in a five thousand dollar (\$5,000) penalty.

44. No Assignment. Exhibitor may not assign or otherwise transfer any of its rights or obligations under this contract.

This signed document constitutes a binding legal agreement. By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. The Exhibitor agrees to be bound by the information and terms listed in Sections 1-44. This contract may be signed in counterparts.

Authorized Signature [Signature] Printed Name and Title William C. Thomas Date 11/29/11
President

PLEASE RETURN CONTRACT TO:
100 World Expo
c/o E3
3 Speen Street, Suite 320
Framingham, MA 01701
Fax: 508-370-4323

DO NOT FILL IN BELOW THIS LINE
Accepted by Show Management on behalf of ESA Mary Dalaker Date 12/5/11
Booth Size MK 3479 Total Price \$121,765- PO # _____

Customer Relationship Agreement

Customer / Company Name		Customer/Contact Name	
BIG HUGE GAMES		Christine O'Brennan	
Address			
1954 Greenspring Drive, Suite 520			
City/State/Zip		Telephone Number	
Timonium, MD 21093		443-279-1561	
E-mail (product ordering)		Fax Number	
cobrennan@bighugegames.com		410-842-0047	
Bill-To Address (if different)			
38 Studios, LLC, ATTN: Accounts Payable, 1 Empire Plaza, Providence, RI 02903			
E-mail (accounts receivable)		Fax Number	
purchases@38studios.com			
Type of Business	Are there other locations that would enjoy the Filterfresh Experience?		
IP/Video Game Development	No location other than the one listed shall be subject to this Agreement		

By choosing Filterfresh, you can expect:

Professionalism: We respect you as a customer and will, in all instances, treat you with integrity and courtesy worthy of the trust you've placed in us.

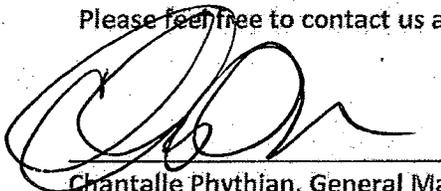
Responsiveness: We will exceed your expectations with timely resolutions to all your inquiries and needs.

Interaction: Our partnership as customer and vendor is built on open communication and expert teamwork.

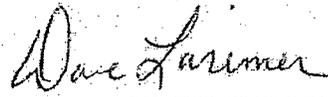
Details: Across the board our staff upholds our high standards in service, accuracy, and image; at all times delivering levels of efficiency and attention that others only promise.

Excellence: We believe we are the best at what we do, providing the highest quality, service, and value in the industry. We are committed to continuously proving that to you.

Please feel free to contact us at any time for any reason.



Chantalle Phythian, General Manager
 Filterfresh Coffee Services, Inc.
cphythian@filterfresh.com



David Larimer, President
 Filterfresh Coffee Service, Inc.
PRESIDENT@FILTERFRESH.com

1. Equipment Price, Quantity and Type.

Customer agrees to accept and Filterfresh agrees to supply and install the "Equipment" at Customer's locations:

EQUIPMENT (specify model & quantity)

- Single Cup Brewer _____
- Flavia Brewer _____
- Keurig Brewer _____
- Latte Lounge _____
- Thermal Server _____
- Floor Water Cooler _____
- Iced Coffee _____
- Hot Chocolate Machine _____
- Other _____

ATTRIBUTES

- Van Houtte Branded Other Branded
- Cup Rack Condiment Rack
- Coin Mechanism Dollar Bill Acceptor
- Base Cabinet Custom Furniture
- H2O Pump K8 Rack
- Waste Chute Flavia Merchandiser

Customer shall pay:

(i) **Equipment Service Fee:** Flavia 400: \$0.00 No Service Fee Per Pay Period/Brewer; Keurig B3000SE: \$0.00 No Service Fee Per Pay Period/ Brewer; Interpure Floor Model Water Coolers: \$39.00 Per Pay Period/Cooler

Installation of the Equipment and all parts, staff training, quality control and necessary equipment service are provided at no additional charge, unless specified in an addendum attached to this agreement. Filterfresh provides preventative maintenance and delivery services based on a periodic (eight week) cycle to ensure proper equipment maintenance and beverage quality.

(ii) **Consumable Product Cost:** \$52.90 per case on all (Flavia) Alterra Coffee and Bright Tea Packets; \$40.50 per case for Milky Way Swirl; \$35.75 per case for Capp. Latte Swirl; \$53.40 per case for Dove Hot Chocolate; \$58.00 per case for all Keurig K Cups.

Customer qualifies for a 12.0% discount on all additional allied, condiment, snack, cleaning, kitchen, and paper goods products. Customer agrees to provide only Filterfresh approved and supplied coffee, chocolate and/or cappuccino, cups, creamers, and sweeteners in/with the Equipment. In the case that Customer does not, in any given quarter, meet the minimum three month purchase requirements for coffee and or chocolate/cappuccino and accessory products of \$900.00 for all Filterfresh supplied Equipment at its locations, the difference will be invoiced to the Customer location and Customer will be entitled to coffee and or chocolate/cappuccino and accessory products of its choice that make up the cost difference it has/will pay.

(iii) Understanding the importance of pure water to the coffee experience, all Filterfresh provided equipment utilizes premium water filters, which need to be replaced regularly. Based upon equipment volume and / or associated quality, there will be a water filter replacement charge of \$49.00 at least two (2) times per year, per coffee system. There will also be a filter replacement charge of \$49.00 one (1) time per year, per water cooler.

2. Ownership/Malfunction. Customer acknowledges that the Equipment and Attributes shall remain the sole and exclusive property of Filterfresh and may not be moved or relocated without Filterfresh's permission. If at any time after the installation of the equipment during the term of this agreement there are leaks in the lines, valves or fittings, Filterfresh Coffee will repair the leaks at no charge and will reimburse the Customer a reasonable amount for any loss or damages directly caused by the leaks, excluding issues caused by unauthorized movement or relocation of the equipment, lines, valves, or fittings.

3. Term. This Agreement commences on the date of install and shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will be automatically renewed on a month-to-month basis under the same conditions as set forth herein unless or until either party provides written notice of its intention not to renew within thirty (30) days of the expiration of the prior term. Filterfresh reserves the right to increase coffee prices at any time after the first six (6) periods of the Initial Term to mitigate increases in raw costs. No increases in pricing higher than 5% during any calendar year will become effective without prior written notification to the Customer.

If the Equipment is removed or if this Agreement is terminated prior to the completion of the Initial Term for a reason other than a breach or threatened breach by Filterfresh, then the Customer will be charged \$100.00 per period, per system for the removed Equipment, with costs being calculated beginning with the date of physical removal and continuing through

FILTERFRESH

COFFEE SERVICE
CHOICES@WORK

the remainder of the then current Term. Such payment shall be due within thirty (30) days of receipt of a Filterfresh invoice for the removal.

Customer shall pay all invoices within thirty (30) days from receipt thereof. Filterfresh reserves the right to impose a periodic late fee on all past due invoices in an amount equal to the lesser of 1.5% (19.5 % annually) or the maximum amount permitted by law. Filterfresh shall be entitled to terminate this Agreement and remove the equipment from the Customer's location if Customer fails to make payments due, or otherwise breaches any of its obligations under this Agreement and such breach is not remedied within fourteen (14) business days after receipt of written notice of such breach.

4. Taxes. Customer shall pay any and all taxes, however designated, arising from or based upon Customer's payment of Service Fees, this Agreement, or Equipment furnished to Customer or Customer's use thereof (including personal property taxes, but not including any income or corporate excise tax assessed against or levied on Filterfresh) unless Filterfresh is provided a copy of a valid certificate of exemption to the Customer by the government agency responsible for administering those taxes.

5. Performance Liability. Filterfresh shall not be liable for any failure or delay in performance of the Services due to acts of God, failure of suppliers, strikes and other events that are beyond Filterfresh's reasonable control. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any such event.

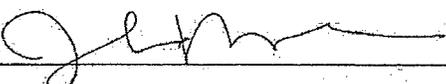
6. Assignment. The parties agree that no assignment of any rights or interests, nor any delegation of duties, under this Agreement shall be entered into or made by either party or become effective without the prior written consent of the other party. Any attempted assignment or delegation by either party without the prior written consent of the other party shall be wholly void and ineffective for all purposes. Customer acknowledges that Equipment, Services, and products will be provided only to Customer's listed location by Filterfresh, affiliates of Filterfresh, and/or franchisees in the Filterfresh franchise system.

7. Addendums / Agreements. This Agreement is inclusive of the following Addendums & Agreements:

Please acknowledge both parties acceptance of, and agreement to, the foregoing terms by having a duly authorized officer execute this Agreement where indicated below.

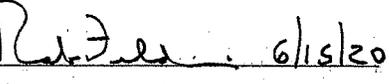
FOR CUSTOMER:

By: Jen MacLean, CEO Date: 6/10/2011

Signed: 

FOR FILTERFRESH COFFEE SERVICE, INC:

By: Rob Feldstein Date: 6/10/2011

Signed:  6/15/2011

Proposal

G. W. Preiss and Son, LLC

12 Pondview Avenue
Westerly R. I. 02891
401- 741- 1589

September 8, 2011

ATTN: William C. Thomas
38 Studios, LLC
One Empire Plaza
Providence, RI 02903

Re: Proposal for Engineering Consulting Services
38 Studios, LLC in Providence, RI

Dear Mr. Thomas:

Below is my proposal for my ongoing MEP engineering services in relation to the 38 Studios office building located at 1 Empire Plaza in Providence.

Scope of Services:

The scope of services will be as follows:

1. HVAC
Complete HVAC drawings using existing base building mechanical equipment (liquid chiller, AHU's, pumps, controls, VAV boxes, etc).
2. PLUMBING
Complete plumbing drawings for the entire building (including work in the existing bathrooms, the addition of a handicapped unisex bathroom and the complete modification to and addition to the 2nd floor bathroom which includes showers). Site work by other.
3. FIRE PROTECTION: SPRINKLERS
(NFPA 13) for the entire building using existing system (including review of the penthouse coverage). Site work and hydraulic calculation if required by other.
4. FIRE PROTECTION: FIRE ALARM
Complete fire alarm system drawings for the entire building.
5. ELECTRIC
Complete electrical drawings for tenant modifications only for the building using the existing electric distribution system (including consultation with electric company – National Grid – to obtain approval of the building electric system, if required). Site work by others if required.
6. CONSTRUCTION ADMINISTRATION
Construction administration through Certificate of Occupancy for all MEP work.

All services will include "bid set" Engineering stamped (State of RI) MEP drawings and drawing specifications plus Construction Administration through Certificate of Occupancy. The scope of services will also include obtaining all permits for all above work.

Fees:

The fees will be as follows:

1. HVAC	\$16,600
2. PLUMBING	\$5,400
3. FIRE PROTECTION: SPRINKLERS	\$4,750
4. FIRE PROTECTION: FIRE ALARMS	\$5,350
5. ELECTRIC	\$10,500
6. CONSTRUCTION ADMINISTRATION	\$8,200
<hr/>	
TOTAL	\$50,800

Fees will be paid out in three separate installments. The first installment will total \$38,100 (75% of HVAC, Plumbing, Fire Protection, Electric and Construction Administration). The second installment will total \$10,650 (25% of HVAC, Plumbing, Fire Protection, and Electric); provided, however, that the invoice for the second installment shall not be sent until all the design work has been completed. The third installment will total \$2,050 (25% of Construction Administration); provided, however, that the invoice for the third installment shall not be sent until all construction administration work has been completed.

The costs of reproduction and reasonable out of pocket expenses are not included in the above total.

Additional work exceeding the above scope will be charged as follows:

Principal	\$95/Hour
Engineer	\$49/Hour
AutoCAD designer	\$35/Hour

Thank you for your interest in my services for this project.

Very truly yours,

G. W. Preiss and Son, LLC

By: 
Name: Gordon W. Preiss P.E.
Title: President

Accepted and agreed to as of
the 15th day of September, 2011

38 Studios, LLC

By: 
Name: William C. Thomas
Title: President



CONTINGENCY SEARCH AGREEMENT

Peggy Freeman
Chief People Officer
38 Studios, LLC
5 Clock Tower Place, Suite 140
Maynard, MA 01754

MLP

March 3, 2011

Dear Peggy Freeman,

We greatly appreciate the opportunity to serve you by presenting qualified candidates for your open positions.

We stake our reputation on being very good at what we do and will seek to demonstrate that we can help you find the best-qualified candidates in the least possible amount of time.

Per your discussion with Marc Mencher, GameRecruiter agrees to undertake your search assignments on a contingent fee basis. Our fee will be an amount equal to 20 % of the starting annual base salary accepted.

When a candidate of ours is hired, an invoice will be sent on or after the date the candidate's employment begins. Payment will then be due, in full, within 30 days of receipt of the invoice. No referral fee will be due for a candidate hired more than one year after the original communication regarding that candidate. If more than one of the candidates we present accepts employment with you, a fee will be due for each.

We will do our utmost to understand your requirements concerning the position to be filled, to locate and present to you highly qualified candidates, and to complete the search as quickly and efficiently as possible: using GameRecruiter's proprietary databases and recruiting techniques. We will keep you informed of our progress and hope to consult regularly with you and others involved in the hiring process. By federal law, our firm and all other recruiting firms are bound as agents of their clients to comply with provisions of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991 and other anti-discrimination legislation. We will also comply with all other applicable federal, state and local laws.

Offices in California • Florida • Nevada • Texas

Corporate Headquarters: 401 East Las Olas Blvd • # 130 112 • Ft. Lauderdale, FL 33301

You may terminate the current search, and/or this agreement, at any time and for any or no reason, upon written notice.

Should our candidate be terminated for cause or voluntarily leave you within 30 days of first reporting for work, we will locate and present one or more candidates of comparable qualifications at no additional charge to you. If a candidate cannot be found within 30 days who you deem suitable, then a full refund will be issued for referral fees that had been paid for the candidate who left or was terminated. This good-faith effort to find a suitable replacement candidate or to refund a referral fee will be contingent, however, upon our receipt of the full fee for that candidate within thirty days of your receipt of our invoice and our notification by you of the candidate's departure.

Thank you for this opportunity to be of service, and please sign and return one copy of this letter for our files. Meanwhile, we will begin the search in accordance with the terms above and look forward to a long, productive relationship.

Sincerely,

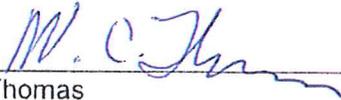


03/04/2011

Howard Taule
Chief Financial Officer
GameRecruiter

Date

Accepted by, as a duly authorized representative of 38 Studios, LLC



03/07/2011

Bill Thomas
Chief Operating Officer
38 Studios, LLC

Date

2011 GRAMERCY MANSION RESERVATION CONFIRMATION

Web site: www.Gramercymansion.com

Contact: Gayle Keidel

FOR THE PARTY OR RECEPTION OF: 38 Studios Baltimore, LLC

ADDRESS: 1954 Greenspring Drive Suite 520, Timonium, MD 21093

TELEPHONE: Work: 443-279-1567 Cell _____ E-Mail gkeidel@bighugegames.com

DATE OF USE: December 16, 2011

APPROVED CATERER: Chefs Expression

TIME: Begin: 7:00PM End 11:00PM

RENTAL: You will have the use of five public rooms, porches, and lawns of Gramercy B&B; 150 wood Chivari chairs, 15 (60" tables), 1 (8 ft. table); In season, the basic rental includes two fires, up to three additional fires are allowed at \$30 per fire. Same caterer must be used by both parties on days when there are 2 receptions scheduled and shared use of the kitchen will be available to the caterer chosen. Approved caterer of choice will go to the first scheduled lessee. Choice of caterer must be made within 8 weeks, if not caterer of choice goes to first person notifying decision of caterer. Baby Grand piano in living room may be played. Tents and AC rental by separate contract only.

APPROXIMATE NUMBER OF GUESTS: 150 Maximum 150 persons.

RATE: BASIC EVENT RENTAL \$3000.00 \$3000.00

ADDITIONAL HOURS: \$600.00 PER HOUR

TOTAL: \$3000.00

DEPOSIT: \$1000 (NON-TRANSFERABLE)

BALANCE DUE 45 DAYS PRIOR TO EVENT: ASAP

Service charge of 5% will be charged on late payments. Balance due in cash or check.

CANCELLATION POLICY ON ALL MONIES RECEIVED: If canceled 6 months prior to event, there is a \$500 refund. If canceled at least 3 months in advance, refund \$50. No refund if canceled less than 3 months in advance.

Guests and caterers will comply with the following:

- * Smoking is permitted outside only.
- * Rentals must be picked up by noon the following day. Sunday delivery on Sunday only. Exception for pickup by arrangement.
- * Amplified music is allowed inside only and must be of reasonable decibels.
- * Balloons, ribbons or flowers may be placed at the entrance to the property and must be removed when the reception has ended. No signs at front entrances. No parking on upper level lawns or grass.
- * The bar must be closed at the end of the rental time. No outside bartenders allowed.
- * No bird seed, rice or flower petals may be thrown.
- * Decorations may not be attached to any woodwork or wall surface in such a manner as to leave marks, residue or other damages.
- * If candles are used, they must be placed in glass enclosure or chimney with a saucer and be lighted and extinguished in place.
- * Rehearsals for ceremonies are only scheduled 2 months in advance and can last for half an hour. Gramercy has the right to book another event on the day of rehearsal in which case the rehearsal time must be moved.

**GRAMERCY MANSION
RESERVATION CONFIRMATION**

A representative of Gramercy Mansion will be on the premises during the entire event. The representative will open and close the facility, maintain security, assist with the operation of facility equipment, and provide direction in case of emergency.

We will be happy to show the Gramercy to those concerned with the event. Please call for an appointment. Checks should be made payable to "Gramercy."

Gramercy reserves the right to make improvements and renovations to the property throughout the year.

The Lessee shall indemnify and hold Gramercy LLC harmless from and against any and all claims, damages, expenses, losses, suits, or causes of action (including reasonable attorney's fees) resulting from or arising in connection with the Lessee's use of Gramercy Mansion & Carriage House facilities, but only to the extent that such claims, damages, expenses, losses, suits, or causes of action are not the direct result of the negligence or intentional misconduct of Gramercy LLC.

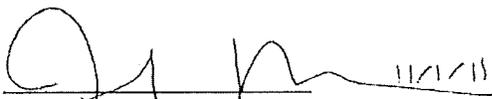
Gramercy LLC is not responsible for acts of God.

Gramercy Mansion and the Carriage House may have simultaneous events at the same time.

The Lessee is responsible for the safety and good order of all equipment and other property if it is lost, stolen, damaged, or misplaced.

Gramercy LLC assumes no responsibility for equipment supplied by the Lessee or another party. Gramercy LLC reserves the right to approve (a) all equipment used hereunder and its use and (b) the suppliers of same. In addition, Gramercy LLC is not responsible for the loss or theft of any personal property belonging to or used by Lessee, or any guest or agent of Lessee.

I hereby accept responsibility for renting the public rooms and contracting an approved caterer from our list or by our manager.


Jen McAleer, CEO
Signature/ Date
Date


Authorized Signature of a Manager/Date
Cristin Kline, or Bill Duffy



HUGHES ASSOCIATES, INC.
FIRE PROTECTION ENGINEERS
CODE CONSULTANTS

[Handwritten signature]
2/16/11

February 15, 2011
Revised February 16, 2011

Gavian Whishaw
38 Studios
Studio General Manager
5 Clock Tower Place
Suite 140
Maynard, MA 01754

**RE: Proposal for Fire Protection Engineering Consulting Services
1 Empire Plaza, Providence, RI**

Dear Gavian,

As requested, Hughes Associates, Inc. (HAI) is submitting a proposal to 38 Studios to provide fire protection engineering consulting services for the building located at One Empire Plaza in Providence, RI. The building is six (6) stories in height and is undergoing renovations. HAI's scope includes providing code consulting services related to egress from the mechanical penthouse, a fire suppression system for the main building IT room, the installation of an emergency generator and the requirements for smoke detection within the aisle ways between work stations, the development design of sprinkler system modifications within the mechanical penthouse.

The consulting services will be performed in accordance with the following applicable codes and standards:

- The applicable sections of the Rhode Island State Building Code;
- The applicable sections of the *Rhode Island Uniform Fire Code* (NFPA 1 – 2003);
- The applicable sections of the *Rhode Island Life Safety Code* (NFPA 101 – 2003); and
- The applicable sections of NFPA 13, *Installation of Sprinkler Systems*, 2002 edition;
- The applicable sections of NFPA 72, *National Fire Alarm Code*, 2002 edition.

HAI agrees to provide the services set forth in this contract below.

Code Consulting

- HAI will perform a code review of the requirements applicable to smoke detectors in corridors and open office plan areas and provide a written memorandum to the Client

outlining the applicable requirements and recommendations related to placement of smoke detectors;

- HAI will perform a code review of the requirements applicable to means of egress form stories used exclusively for mechanical equipment and will provide a written memorandum to the Client outlining recommendations related to the means of egress serving the mechanical penthouse;
- HAI will perform a code review of the requirements applicable to the installation of an emergency generator within the garage space and will provide a written memorandum to the Client outlining potential code issues that will have to be addressed based on the installation of an emergency generator;
- HAI will provide a written memorandum to the Client outlining various types of fire suppression systems available and the associated benefits/drawback of each and recommendations related to the type of fire suppression system to install in the building's main IT Room; and
- HAI will attend up to two (2) meetings with Client and/or AHJ (Providence Fire Department and Department of Inspection and Standards) to discuss any code related issues.

Mechanical Penthouse Sprinkler System Modifications

- HAI will create an scaled floor plan of the mechanical penthouse in AutoCAD format;
- HAI will conduct an on-site survey of the mechanical penthouse to locate the existing fire sprinkler piping and sprinklers;
- HAI will issue a drawing indicating all modifications required to the mechanical penthouse sprinkler system based on NFPA 13 requirements. The drawing(s) will be signed and sealed by a Registered Professional Engineer in the State of RI; and
- If necessary, HAI will provide hydraulic calculations for the sprinkler system serving the mechanical penthouse. The hydraulic calculations will be signed and sealed by a Registered Professional Engineer in the State of RI.

HAI is prepared to proceed with the above services immediately following receipt of written authorization. Mark J. Blackburn, P.E. will serve as project manager and point of contact. HAI reserves the right to change personnel on an "as-available" basis.

The services described above will be provided for a firm fixed fee of \$5,350.00. The fee breakdown is as follows:

Code Consulting	\$2,600.00
Mechanical Penthouse Sprinkler Modifications	\$2,750.00

Services in addition to those specified in this proposal can be provided at a mutually agreeable fee under a separate proposal. Additional services include the following:

1. Design of a fire suppression system for the IT Room;
2. Consulting services related to the open stairway connecting the 4th – 6th floors.

3. Attendance at Fire Safety Code Board of Appeal and Review Hearings.

Expenses are reimbursable at cost plus fifteen percent and are NOT included in the fixed firm price. Expenses include local travel mileage, postage, copying, photograph development, express shipping and other miscellaneous costs related to the project.

EXECUTION OF THIS PROPOSAL INDICATES THE CLIENT HAS READ AND FULLY UNDERSTANDS ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND CONFIRMS ACCEPTANCE OF SAME.

To indicate acceptance and to authorize initiation of services, return a countersigned copy of this agreement to Hughes Associates, Inc., 117 Metro Center Boulevard, Suite 1002, Warwick, Rhode Island 02886.

Respectfully submitted:



Mark J. Blackburn, P.E., CFPS
Fire Protection Engineer

Accepted by 38 Studios:

Signature: 
Name: William C. Thomas
Title: COO
Date: 2/23/11



August 1, 2011

Gavian Wishaw
38 Studios
Studio General Manager
5 Clock Tower Place
Suite 140
Maynard, MA 01754

**RE: Proposal for Fire Protection Engineering Consulting Services
1 Empire Plaza, Providence, RI
Parking Garage**

Dear Gavian,

As requested, Hughes Associates, Inc. (HAI) is submitting a proposal to 38 Studios to provide fire protection engineering consulting services for the building located at One Empire Plaza in Providence, RI. The building is six (6) stories in height and is undergoing renovations. HAI's scope includes providing code consulting services related to the parking garage within the building.

The consulting services will be performed in accordance with the following applicable codes and standards:

- The applicable sections of the Rhode Island State Building Code;
- The applicable sections of the *Rhode Island Uniform Fire Code* (NFPA 1 – 2003);
- The applicable sections of the *Rhode Island Life Safety Code* (NFPA 101 – 2003); and
- The applicable sections of NFPA 13, *Installation of Sprinkler Systems*, 2002 edition;
- The applicable sections of NFPA 72, *National Fire Alarm Code*, 2002 edition.

HAI agrees to provide the services set forth in this contract below.

Code Consulting

- HAI will perform a review of the existing conditions within the parking garage for conformance to the applicable codes and standards. HAI's review will include life safety and fire protection related features;

- HAI will provide a written memorandum to the Client outlining any deficiencies identified and recommend corrective actions. Where multiple options exist for correcting a deficiency, HAI will provide the Client with a summary of each available option; and
- HAI will attend up to two (2) meetings with Client and/or AHJ (Providence Fire Department and Department of Inspection and Standards) to discuss any code related issues.

HAI is prepared to proceed with the above services immediately following receipt of written authorization. Mark J. Blackburn, P.E. will serve as project manager and point of contact. HAI reserves the right to change personnel on an "as-available" basis.

HAI will require access to ALL areas within the parking garage, **including the electrical vault.**

The services described above will be provided for a **firm fixed fee of \$1,800.00.** Services in addition to those specified in this proposal can be provided at a mutually agreeable fee under a separate proposal.

Expenses are reimbursable at cost plus fifteen percent and are NOT included in the fixed firm price. Expenses include local travel mileage, postage, copying, photograph development, express shipping and other miscellaneous costs related to the project.

EXECUTION OF THIS PROPOSAL INDICATES THE CLIENT HAS READ AND FULLY UNDERSTANDS ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND CONFIRMS ACCEPTANCE OF SAME.

To indicate acceptance and to authorize initiation of services, return a countersigned copy of this agreement to Hughes Associates, Inc., 117 Metro Center Boulevard, Suite 1002, Warwick, Rhode Island 02886.

Respectfully submitted:



Mark J. Blackburn, P.E., CFPS
Fire Protection Engineer

Accepted by 38 Studios:

Signature: _____



Name: _____

William C. Thomas

Title: _____

President

Date: _____

8/3/11



5 Speen St. • Framingham, MA 01701 • 508-988-6871 • Fax 508-935-4021

Agreement

Bill To

<i>Company:</i>	38 Studios, LLC	<i>Address:</i>	5 Clock Tower Place, #140
<i>Customer:</i>	Rick Wester	<i>City:</i>	Maynard
<i>Title:</i>	Chief Financial Officer	<i>State/Province:</i>	MA
<i>Phone:</i>	978-310-5198	<i>Postal Code:</i>	01754-2530
<i>Email:</i>	rwester@38studios.com		

Assuming IDC receives this signed agreement by COB tomorrow, March 24th, IDC will deliver the following by COB Wednesday, March 30th.

Additionally, upon publication of the U.S. Online PC Gaming Forecast (slated for May, 2011), IDC will deliver a copy in PDF format. 38 Studios may also participate in a 30-minute conference call re: the below content, schedules permitting, in April or May, 2011.

<i>Products and Services</i>	<i>Total Cost</i>
<ul style="list-style-type: none"> • XL Table containing historical MMOG revenue totals (\$M; including subscription- and micro-transaction-based revenue) for the U.S. and Western Europe, and a forecast through 2014 • XL Table containing historical full game and direct add-on digital download revenue totals for the U.S. and Western Europe, and a forecast through 2014 	\$5,000

IDC terms and pricing are confidential and may not be redistributed. Upon signature of this contract, 38 Studio, LLC agrees to be billed in full. Payment is due upon receipt of invoice. 38 Studio, LLC, by its duly authorized representative, has executed this agreement as of the date set forth below and agrees to be bound by this agreement, including the attached IDC terms & conditions.

Please sign and fax to Kim Robinson at 508-935-4021 or scan and email to krobinson@idc.com.

38 Studio, LLC		
By: _____	Date: <u>3/23/11</u>	
Rick Wester Chief Financial Officer		<u>3/23/11</u>

Jen MacLean
CEO
###

IDC Research, Inc. Terms and Conditions

1. Definitions

- 1.1 "Agreement" shall mean the contract containing the signatures of the parties, these Terms and Conditions, and the Proposal and any other exhibits attached and incorporated by reference.
- 1.2 "IDC Content" means the work product provided to Client containing the intellectual property owned by IDC, described and set forth in this Agreement, including but not limited to all translations (subject to Sec. 3.8), text, data, graphics, images, video, charts, tables, formatting elements, and all other materials contained therein, for which Client licenses from IDC under the terms and conditions set forth herein.
- 1.3 "IDC brands and marks" means IDC logos, brand names, service marks, domain names, or other identifying marks.
- 1.4 "Client" shall mean the party (e.g. company, division, or person as specified in this agreement) directly licensing the IDC Content from IDC or receiving other Services from IDC and under the terms and conditions of this Agreement, but not such party's partners, affiliates, customers, or prospects unless otherwise and specifically agreed to in writing by IDC.
- 1.5 "Services" shall mean, as applicable, the work provided by IDC to Client as set forth in this Agreement, including any Proposal.
- 1.6 "Proposal" shall mean the document describing the product and/or Services to be provided by IDC, as accepted by the Client.
- 1.7 "Sponsored Content" shall mean original content published after a third party contractually agrees to license the resulting content for external distribution.
- 1.8 "Custom" shall mean directed research or repackaging of existing research performed at the request of a specific client. Custom also includes custom access to information falling outside of a client's subscription service(s).

2. License

- 2.1 IDC hereby grants to Client for the term of this Agreement a nonexclusive, non-transferable, non-sublicensable, terminable, worldwide, license to use the IDC Content to support Client's internal marketing, planning and business development functions ("Internal Use") under the terms set forth in this Agreement.
- 2.2 Client shall have the right to distribute the IDC Content ("External Use") only as specifically set forth in this Agreement, or as set forth in Sec. 3.5 below. Otherwise, the IDC Content is licensed for Internal Use only.
- 2.3 IDC hereby grants to Client for the Term of this Agreement a nonexclusive, non-transferable, non-sublicensable, terminable, worldwide license to use IDC's brands and marks solely for the purpose set forth in this Agreement (subject to Sec. 3.4).
- 2.4 IDC retains all right, title, and interest in and to (i) the IDC brands and marks, (ii) the IDC Content and (iii) to the methodologies, data, knowledge, and research processes—including but not limited to algorithms, customer surveys, focus group guidelines, and statistical models—that may be used in preparing the IDC content.

3. Use of IDC Licensed Content; Restrictions

- 3.1 If External Use rights are specifically granted to Client by IDC, Client agrees that it will not modify, summarize, repurpose, or translate IDC Content without the express prior written approval of IDC.
- 3.2 Client will not copy, modify, or make available to third parties any of IDC's brands or marks, except as permitted and/or incorporated in the IDC Content, nor will it use IDC's brands or marks to give the appearance of an endorsement of Client or Client's product/goods/services by IDC.
- 3.3 Client shall include on all copies of the IDC Content it uses or distributes pursuant to this Agreement, all IDC proprietary rights notices included or requested by IDC and, at IDC's request, shall execute any assignments or other documents reasonably necessary or appropriate to confirm IDC's copyright and ownership interests set forth herein.
- 3.4 Client will comply with IDC standards for the use of the IDC's brands and marks as IDC may, from time to time, communicate in writing to Client. IDC shall have final editorial review and/or approval of any IDC Content.
- 3.5 If External Use rights are specifically granted to Client by IDC, under no circumstances shall any permitted External Use exceed twelve (12) months after its delivery to Client, or the time period that may be set forth in this Agreement, or otherwise agreed to in writing by IDC. Such rights shall not extend to Client's partners, affiliates, or customers.
- 3.6 Unless External Use rights are specifically granted to Client pursuant to this Agreement, Client may not distribute, display, promote, or use the IDC Content externally without express prior written consent from the appropriate IDC Research Vice President or Country Manager. In such cases, the Client must provide a copy of the precise proposed wording or document to enable IDC to gauge the full context of the requested usage and ensure its accuracy, currency, use in context and proper attribution. External Use includes, but is not limited to, publication, promotion, display or dissemination of the IDC Content in advertisements, press releases, white papers, direct mail campaigns, Web site postings, and any other materials, including marketing, sales, or other promotional collateral, that may be viewed by persons who are not officers or employees of the Client.
- 3.7 The Client agrees that it will comply with the foregoing process for obtaining IDC permission for External Use of the IDC Content and that it will monitor compliance with these restrictions from time to time, on its own and as requested by IDC. In the event of a breach or alleged breach of these restrictions, Client will notify IDC, promptly take reasonable corrective measures (in consultation with IDC), and provide IDC with

reasonable access and cooperation to enable IDC to audit compliance.

3.8 Except as set forth in this Agreement, or otherwise agreed to by IDC in writing (i) all External Use rights granted by IDC for any IDC Content apply solely to the subject IDC Content in its entirety and as IDC supplies the IDC Content to the Client; (ii) the medium or format in which the IDC Content is received, or which is specified as the medium for distribution (e.g., CD-ROM, Lotus Notes, PDF), is the only means by which the Client may reproduce and distribute those materials, subject also to any other requirements and restrictions provided herein and (iii) if Web-posting is specifically permitted, the posted IDC Content may be displayed only on the Client's website and may be linked into or from other relevant sites, but may not be linked (outwardly) to, posted on or displayed from other sites. Without the express prior written consent of IDC, the Client may not alter the text, format, or graphic design of any IDC document or insert additional content as a way that it appears to be part of IDC's content.

4. Fees

4.1 Client agrees to pay IDC the fees as set forth in this Agreement.

4.2 Payments to IDC are due upon receipt of invoice. Invoices not paid within 30 days after the date of the invoice shall bear interest, at an annual rate of 18% (1.5% per month) or the highest rate allowable under law, whichever is less. All amounts due under this Agreement will be paid by Client in full, without any right or set off or deduction. Client shall be responsible for any and all fees, costs, and expenses incurred by IDC in the collection of outstanding amounts due.

4.3 Reasonable IDC analyst travel expenses, if applicable, are the sole responsibility of the Client and shall be billed to Client at the conclusion of the applicable Services. Payment for said travel expenses shall be paid pursuant to Section 5.3 above.

5. Representations and Warranties; Exclusion of Warranties; Limitation of Liability

5.1 The parties represent and warrant to each other that: (i) each has the legal authority to enter into this Agreement and perform its obligations hereunder; and (ii) its execution of the Agreement and performance of its obligations does not violate any law or constitute a breach of or default of any contract or agreement by which such party is bound.

5.2 IDC represents and warrants to Client that it is the owner of the IDC Content and the IDC brands and marks and/or has the right to license them to Client under the terms of this Agreement.

5.3 IN PROVIDING THE IDC CONTENT AND/OR SERVICES, IDC SHALL USE ITS REASONABLE EFFORTS TO PROVIDE INFORMATION THAT IS ACCURATE. HOWEVER, IDC MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED, AND DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION IS ERROR-FREE OR THAT THE INFORMATION WILL ENABLE CLIENT TO ACHIEVE ANY PARTICULAR BUSINESS RESULT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IDC MAKES NO WARRANTIES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.4 Except for IDC's indemnification obligations as expressly set forth in this Agreement, IDC is not liable for any loss or damage claimed to have resulted from the use by, on or behalf of Client, of any information or material (including IDC Content and/or Services) furnished by IDC, regardless of the circumstances or cause of action and IDC's cumulative liability for any claims or damages arising under this Agreement, regardless of the form of action, shall not exceed the total amount paid or payable to IDC by Client under this Agreement. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF EITHER PARTY AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, OR THE BREACH OF ANY OF ITS PROVISIONS, REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term and Termination; Cancellation

6.1 The term of this Agreement shall be one year from the date of client signature on the contract pertaining to this agreement, unless otherwise agreed to in writing by the parties.

6.2 Client shall have a period of thirty (30) days after final delivery of the IDC Custom Content to accept or reject the IDC Content. If Client does not notify IDC in writing of its acceptance or non-acceptance within the 30 day period, the IDC Content and/or Services are deemed accepted.

6.3. In the event the Client requests changes to the work specifications and/or the delivery schedule for Custom Content and/or Services (as set forth in the Proposal), the changes shall only be effective upon written agreement of the parties. If, during the term of this Agreement, Client requests changes that would, in the opinion of IDC, require the expenditure of additional resources or expense, both parties shall use reasonable efforts to agree in writing on such changes and on necessary adjustments, to the terms of this Agreement as may be necessary to reflect and accommodate such changes. If the parties cannot agree, either Client or IDC shall have the right to

immediately terminate this Agreement upon written notice to the other party and Client shall be responsible for payment for all work performed and expenses incurred by IDC through the effective date of termination (a minimum of 20% of contract).

6.4 If either party becomes subject to any bankruptcy law and/or if the business of either party is placed in the hands of a receiver, or trustee in bankruptcy, whether by voluntary act of such party or otherwise, then the other party will have the right to immediately terminate this Agreement upon written notice to the other party.

6.5 Should a material breach of this Agreement occur, then the injured party may provide the other party with written notice of such breach. If such breach is not cured within 10 days in the case of failure to pay money, and thirty (30) calendar days, in all other cases, of the receipt of such written notice, then the injured party will have the right to terminate this Agreement immediately.

*6.6 **Termination.** Upon any termination or expiration of this Agreement, Client shall immediately cease, as applicable, all distribution of the IDC Licensed Content. Upon termination or expiration of this Agreement, Client will have no continuing right to use IDC Licensed Content or IDC's brand or marks for any reason whatsoever. Client shall be responsible for payment for all work performed and expenses incurred by IDC through the effective date of termination (a minimum 20% of contract).*

*6.7 **Survival.** The following sections will survive any expiration or termination of this Agreement: 2.3 (Ownership), 6 (Representation and Warranties, Exclusion of Warranties, Limitation of Liability), 6.7 (Survival), 8 (Indemnification), 9 (Confidential Information), and 10 (General Provisions). In addition, those terms that by their nature ought to survive the expiration or termination of this Agreement, shall so survive to the extent necessary to preserve the intended rights and obligations of the parties. Termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.*

6.8 In the event an IDC analyst, if applicable and agreed to by IDC is writing, is unable to appear at a scheduled meeting, presentation, or other Client event ("Client Event"), IDC will notify Client and endeavor to provide a reasonable substitute. If in the reasonable opinion of Client, IDC is not able to provide a reasonable substitute, IDC will refund the portion of the fees paid by Client for the appearance of the IDC analyst. If Client cancels a Client Event at which an IDC analyst is to appear, the following cancellation policy shall apply: Cancellation with 60 days or less notice from scheduled event date: 100 percent of the fee is due. Cancellation with 61 days or more notice from scheduled event date: 50 percent of the fee is due. In addition, Client will also be responsible for any expenses incurred by IDC prior to the cancellation.

7. Indemnification

7.1 IDC will indemnify and hold Client harmless from, any loss, damage, liability, and expense (including reasonable attorneys' fees) suffered or incurred by Client arising out of any demand, claim or legal proceedings resulting from a breach or alleged breach of the representations and warranties provided hereunder by IDC, provided Client promptly notifies IDC in writing of any such claim and reasonably cooperates in the defense of any such claim.

7.2 Client will indemnify and hold IDC harmless from, any loss, damage, liability, and expense (including reasonable attorneys' fees) suffered or incurred by IDC arising out of any demand, claim or legal proceedings resulting from (i) any external use of the IDC Content; (ii) any violation of the terms of this Agreement, including but not limited to, misuse of the IDC Content, or (iii) based upon, related to, or arising from Client's products or services.

7.3 Neither party shall settle any such claim, lawsuit or proceeding that would impose any expense or other obligation upon the other party without the other party's prior written consent. However, notwithstanding the foregoing, the party with the obligation to indemnify the other party, shall have the sole control over the defense and/or settlement of any claim or action for which it may be required to indemnify the other party.

8. Confidential Information

8.1 Each party will protect information received from the other in writing that is marked "confidential" or "proprietary" from transfer or disclosure to others by use of the same measures that it uses (but no less than reasonable measures) to protect its own proprietary information. This does not include information that is

already known to the receiving party at the time of disclosure, or that that party develops independently or obtains from a third party without any restriction on disclosure or transfer or that has been publicly disseminated without fault of the receiving party.] For the purpose of this Agreement, the parties agree that the terms of this Agreement shall be deemed Confidential Information of IDC.

9. Miscellaneous

9.1 If a specific template format for delivering the IDC Content is not specified in the contract or Proposal, the template shall be a standard IDC-branded template, unless otherwise agreed to by IDC. Any requested changes to the template format may result in additional fees.

9.2 Deliverables licensed to the client by IDC for external viewing or distribution by the client may also be used by IDC as work samples after the client has put the deliverables "in market". 9.3 IDC may, prior to the delivery of the IDC Content and/or performance of the Services, solicit outside feedback from information technology vendors or users, as appropriate and subject to the Confidentiality provisions set forth herein. IDC may evaluate said outside feedback and incorporate it, as IDC deems appropriate, into the deliverables prior to its delivery to Client. This feedback process may introduce previously unknown information or data that could alter the message or scope of the IDC Content and/or Services.

9.4 Except as otherwise set forth in this Agreement, or as otherwise agreed to in writing, IDC will not be obligated to participate in any promotional effort of Client, including but not limited to participation in client press conferences and the development of press releases.

9.5 Client may not record by any medium any IDC analyst presentation without IDC's express prior written consent. Client may not distribute any recording of any IDC analyst presentation without IDC's express prior written consent.

9.6 As applicable, IDC Sponsored Content for which External Use rights have been specifically granted to Client will not include direct head-to-head comparison of a client and its products against competitors' and its products or services in this market segment. Competitors may include a named vendor(s), technology, platform, standard, category, or group. Further, any sponsored IDC Content cannot directly recommend that a customer purchase a particular product.

9.7 As applicable, IDC Sponsored Content will explicitly identify the sponsor.

9.8 As applicable, all IDC Sponsored Content will carry the date of publication and/or delivery. Repurposed content will carry the most relevant date (date of repurposed content or date of source content) as determined by IDC.

10. General Provisions

10.1 Client may not transfer or assign its rights or delegate its duties under this Agreement without the prior written consent of IDC, except that Client may assign it to a corporation or entity, that is not a competitor of IDC, to which it conveys all or substantially all of its assets, into which it is merged, or with which it is consolidated. Under no circumstances, however, shall Client be relieved of its obligations under this Agreement unless the assignee expressly accepts and agrees in writing to be bound to this Agreement and IDC agrees by such assignment.

10.2 This Agreement will be binding upon and will inure to the benefit of Client and IDC and their respective successors and permitted assigns.

10.3 Any notice or other communications herein required or permitted will be given in writing and may be delivered via facsimile, certified mail, or via overnight delivery from a recognized overnight delivery carrier to the address on the signature page of the contract, or such other address that may be provided in writing to the other party, and shall be deemed given upon the date it was delivered to the other party.

10.4 Neither party will be responsible for any failure to perform its obligations under this Agreement due to unforeseeable causes, including, but not limited to strikes, riots, embargoes, war, invasion, acts of civil or military authorities, acts of terrorism, fire, floods, explosion, earthquakes, accidents, delays in carriers, acts of God, and all other delays beyond the party's reasonable control.

10.5 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this agreement.

10.6 Each party will be deemed to have the status of an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal agent, partners or joint venturers.

10.7 This Agreement will be construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules.

10.8 **Alternative Dispute Resolution:** The parties agree that any disputes (excluding disputes where a party is seeking preliminary or permanent injunctive relief or a temporary restraining order) that may arise under the terms of this Agreement shall first be submitted to mediation before a mediator appointed by the American Arbitration Association in Boston, MA pursuant to its rules of mediation. If a good faith attempt by both parties and the American Arbitration Association fails to accomplish a resolution, then after fully exhausting the mediation remedy, the matter shall be submitted to the American Arbitration Association in Boston, MA for binding arbitration under its Commercial Arbitration Rules.

10.9 This Agreement may be executed in one or more counterparts, each of which will be deemed an original Agreement for all purposes and which collectively will constitute one and the same agreement.

10.10 In the event of a conflict between these Terms and Conditions and any Proposal, these Terms and Conditions shall control. In the event of a conflict between these Terms and Conditions and any terms and conditions provided by Client, these Terms and Conditions shall control. In cases where IDC Content is being licensed through an approved third party, these Terms and Conditions shall supersede any third party license agreement.

10.11 These Terms and Conditions, any attached exhibits including the accepted Proposal, which are incorporated into this Agreement by this reference, and the contract containing the signatures of the parties, constitute the Agreement and is the complete and exclusive understanding between the parties with respect to the subject matter hereof, superseding all prior negotiations, preliminary agreements, correspondence or understandings, written or oral.

10.12 No waiver or modification of any provision of this Agreement will be binding unless it is in writing and signed by each of the parties. No waiver of a breach hereof will be deemed to constitute a waiver of a further breach, whether of a similar or dissimilar nature.

IDC RESEARCH, INC CONTRACT, PROPOSALS, TERMS AND CONDITIONS AND/OR OTHER WRITTEN AGREEMENTS, INCLUDING ALL PRICING AND TERMS, ARE CONFIDENTIAL AND MAY NOT BE REDISTRIBUTED OR DISCLOSED TO THIRD PARTIES.

Updated October, 2009

LIBBY SLADER
INTERIOR DESIGN

27 January 2011

Gavian Whishaw - Studio General Manager
38 Studios, LLC.
5 Clock Tower Place - Suite 140
Maynard MA 01754

RE: Proposal for Architectural Consulting Services
38 Studios
One Empire Plaza
Providence, Rhode Island
Common Area Rest Rooms and new unisex Rest Rooms

Dear Gavian:

Thank you for your ongoing business relationship with Libby Slader Interior Design, LLC (LSID), working in partnership with McMahon Architects, Inc. (MA), to provide Architectural and Interior Design Services associated with the proposed office build-out project in Rhode Island for 38 Studios, LLC. We appreciate the opportunity to work with your organization and look forward to an exciting and enjoyable project. Please take a moment to review this proposal to verify that we are providing the services you require. **Please note: services associated with procurement and coordination of tel/data cabling & equipment installation would be handled under a separate contract.** Thank you for taking the time to review this document. If you have any questions please do not hesitate to contact our office.

Project Description

- Renovation to the existing One Empire Plaza common area rest rooms: Design to be Code compliant and aesthetically complimentary to the approved 38 Studios design scheme.
- New Unisex Rest Rooms

LIBBY SLADER

INTERIOR DESIGN

Scope of Services

- Provide Permit level Construction Documents for a typical floor to be used over floors 1, 2, 3, 4, 5 and 6.
- Construction detail sketches throughout construction as needed
- Coordination with MEP drawings and the Project Management team
- Contract Administration to include Construction Observation, review of submittals and shop drawings.

PROPOSAL FOR ARCHITECTURAL SERVICES:

- **Field Survey** – LSID/MA will review the AutoCAD drawings provided by the building owner and will undertake a field survey of the existing Rest rooms space and the proposed area of work to review accuracy. LSID/MA will coordinate a thorough review of mechanical, electrical and life safety systems by a qualified Engineer if necessary. These drawings will be used to prepare the Existing Conditions/Demolition Drawings of the Construction Document package.
- **Permit Drawings** – LSID/MA will prepare Permit Drawings based on the architectural drawings previously prepared by Durkee Brown Architects and alterations approved by 38 Studios. This drawing will be used to obtain a building permit to begin the demolition and construction of the rest rooms.
- **Revised Finishes Drawings** – LSID/MA will further develop the Permit drawings to prepare Revised Finish Drawings to include revised materials and design details as approved by 38 Studios. These drawings are not completed Construction Documents. They may be used to determine final Cost for Construction. These drawings will provide the basis from which any necessary **Construction Sketches and Specifications**, will be created and may be required to complete the project.
- **Construction Sketches and Specifications** – LSID/MA will create Construction sketches based on approved Revised Finishes Drawings and construction pricing. These sketches will include appropriate plans, elevations, details and

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INTERIOR

specifications that are required by the contractor, consultants, engineers and installers for the timely and efficient completion of construction of the approved work.

Schematic Reflected Ceiling Plan - This drawing will provide a schematic reflected ceiling plan showing the proposed locations of lighting fixtures only. This plan is not a Construction Document. Its sole purpose is to provide the electrical and mechanical engineers with a layout based on LSID/MA understanding of 38 Studios requirements. LSID/MA will coordinate with the necessary engineering consultants to review sprinklers, HVAC, emergency exit specifications and Life Safety documents. Coordination of the reflected ceiling plan with other applicable drawings is the responsibility of LSID/MA. All specifications for building-standard lighting and other related building-standard equipment is the responsibility of the assigned engineering consultant unless otherwise noted.

Schematic Electrical Plan - This drawing will provide a schematic electrical plan showing the proposed locations of electrical outlets only. This plan is not a construction document. Its sole purpose is to provide the Electrical Engineering Consultant with a layout based on LSID/MA understanding of 38 Studios requirements. LSID/MA will coordinate with the Electrical Engineering Consultant who will provide electrical power related drawings and specifications.

- **Contract Administration / Construction Observation** – LSID/MA will interface with the various disciplines involved in this project, pursuant to that certain AIA 133-2009 to be entered into by 38 Studios and the contractor for renovations to the building, as required to answer questions directly relating to the drawings and details produced by LSID/MA. LSID/MA will provide field clarifications and sketches as required throughout construction. LSID/MA will review Submissions and Shop Drawings as necessary. Extensive re-design due to unforeseen site conditions will be billed on an hourly basis. Questions concerning items not directly related to the Construction Documents or Engineering Documents will be referred to 38 Studios.

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INTERIOR DESIGN

- **Building Permit** - The coordination, submittal and fees associated with all necessary building permits are the responsibility of the General Contractor and its agents. MA and the contracted engineering consultants will provide stamped drawings to obtain these building permits.

COST OF SERVICES:

The **labor** fee for the proposed Architectural Interior Design Services described above is **\$22,000.00**. If this scope of work should change, you would be notified and the fee would be adjusted accordingly. Additionally, **expenses** are reimbursable and will be charged to the Client at 1.15 times actual cost: Please refer to the attached Terms & Conditions for additional information about our hourly rates.

This fee includes the coordination of consultants and engineering services. **However, it does not include the cost of any consulting and engineering services.** All fees for consultants and engineers will be billed to 38 Studios at their direct cost. We will copy 38 Studios on consultants and engineering contracts.

SCHEDULE OF PAYMENT FOR ARCHITECTURAL SERVICES:

Phases of Work		\$ Fee Due
Project Initiation	10%	\$ 2,200.00
Permit Drawings	50%	\$ 11,000.00
Revised Finishes Drawings	20%	\$ 4,400.00
Contract Administration and Construction sketches	20%	\$ 4,400.00
TOTAL		\$ 22,000.00

FEE FOR ANY ENGINEERING CONSULTING SERVICES

Not Included in this fee

This Proposal and the Statement of Terms and Conditions, dated 28 October 2010 and still in effect, are intended to represent the entire contractual relationship between 38 Studios LLC and Libby Slader Interior Design (LSID) and McMahon Architects, Inc. (MA). If the above meets your understanding and approval,

LIBBY SLADER
INTERIOR DESIGN
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please signify your concurrence and acceptance of our Proposal by signing and returning a copy to our office at your earliest convenience. If you have any questions or concerns, please do not hesitate to call us. We look forward to a successful project.

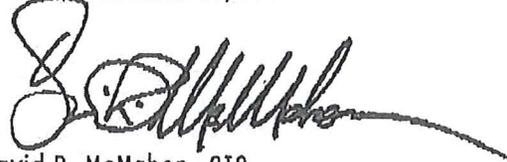
Sincerely,

Libby Slader Interior Design, LLC



Libby Slader, ASID

McMAHON ARCHITECTS, INC.



David R. McMahon, AIA
President

ACCEPTED BY:

SIGNATURE:



Date:

2/23/11

NAME (PRINTED):

William C. Thomas

Title:

COO

LIBBY SLADER
INTERIOR DESIGN
• • • • •

27 January 2011

Gavian Wishaw - Studio General Manager
38 Studios, LLC.
5 Clock Tower Place - Suite 140
Maynard MA 01754

RE: Proposal for Architectural Consulting Services
38 Studios – One Empire Plaza
Providence, RI
Stairs and other Additional Scope of Work

Dear Gavian:

Thank you for your ongoing business relationship with Libby Slader Interior Design, LLC (LSID), working in partnership with McMahon Architects, Inc. (MA), to provide Architectural and Interior Design Services associated with the proposed office build-out project in Rhode Island for 38 Studios, LLC. We appreciate the opportunity to work with your organization and look forward to an exciting and enjoyable project. Please take a moment to review this proposal to verify that we are providing the services you require. **Please note: services associated with procurement and coordination of tel/data cabling & equipment installation would be handled under a separate contract.** Thank you for taking the time to review this document. If you have any questions please do not hesitate to contact our office.

Project Description

This proposal is based on our meeting on 1/25/2011 at Nappa Building Company. The project comprises design of tenant improvements to an existing office building, and will consist of the following architectural Scope of Work:

LIBBY SLADER
INTERIOR DESIGN
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- Architectural design and finish selections for a new 1-level egress stair at first level, to include:
 - Design of staircase, stairway and supporting spaces at landings.
 - Coordination with Structural drawings, MEP drawings and 38 Studios' art installation and Project Management team.
 - Contract Administration and Construction Observation during both pre-construction and construction.
- Architectural design and finish selections of a new circular intercommunicating stair between 4th-6th levels of the building to include:
 - Design of railings, stair design, vertical surfaces and openings and details for construction and finishes.
 - Coordination with Structural drawings, MEP drawings and 38 Studios' art installation and Project Management team.
 - Contract Administration and Construction Observation during both pre-construction and construction.
- Architectural design and finish selections of a new 3' diameter skylight to be placed over the intercommunicating stair at roof.
- Architectural dunnage design and coordination of supplemental framing for new generator on roof.
 - Coordination with Structural drawings and MEP drawings and Project Management team.
 - Contract Administration and Construction Observation during both pre-construction and construction.
- Architectural coordination of miscellaneous structural modifications, including floor and roof penetrations and design of new equipment supports as required.
 - Coordination with Structural drawings and MEP drawings and Project Management team.
 - Contract Administration and Construction Observation during both pre-construction and construction.

This proposal covers services required for McMahon Architects, Inc. to serve as "architect of record" for the project, including a construction control affidavit

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 INTERIOR DESIGN
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and general observations during construction as required by the Rhode Island State Building Code.

COST OF SERVICES:

The **labor** fee for the proposed Architecture and Interior Design Services described above is **\$42,000.00**. If this scope of work should change, you would be notified and the fee would be adjusted accordingly. Additionally, **expenses** are reimbursable and will be charged to the Client at 1.15 times actual cost: Please refer to the attached Terms & Conditions for additional information about our hourly rates.

This fee includes the coordination of consultants and engineering services. **However, it does not include the cost of any consulting and engineering services.** All fees for consultants and engineers will be billed to 38 Studios at their direct cost. We will copy 38 Studios on consultants and engineering contracts.

SCHEDULE OF PAYMENT FOR ARCHITECTURAL SERVICES:

Phases of Work		\$ Fee Due
Project Initiation	10%	\$ 4,200.00
Schematic Design	20%	\$ 8,400.00
Design Development	20%	\$ 8,400.00
Construction Documents	40%	\$ 16,800.00
Contract Administration	10%	\$ 4,200.00
TOTAL		\$ 42,000.00

FEE FOR ANY ENGINEERING CONSULTING SERVICES:

Not Included in this fee - See attached proposal

This Proposal and the Statement of Terms and Conditions, dated 28 October 2010 and still in effect, are intended to represent the entire contractual relationship between 38 Studios LLC and Libby Slader Interior Design (LSID) and McMahon Architects, Inc. (MA). If the above meets your understanding and approval, please signify your concurrence and acceptance of our Proposal by signing and

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INTERIOR DESIGN
2008

returning a copy to our office at your earliest convenience. If you have any questions or concerns, please do not hesitate to call us. We look forward to a successful project.

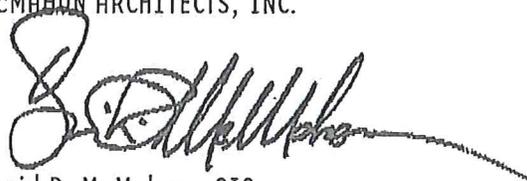
Sincerely,

Libby Slader Interior Design, LLC



Libby Slader, ASID

McMAHON ARCHITECTS, INC.



David R. McMahon, AIA
President

ACCEPTED BY:

SIGNATURE: W.C. Thomas Date: 2/23/11

NAME (PRINTED): William C. Thomas Title: COO



LinkedIn
 2029 Stierlin Ct.
 Mountain View, CA 94043
 Phone: 650.687.3600
 Fax: 1.650.429.2122

Offer valid through:

Proposed by:
 Lauren Purpura
 lpurpura@linkedin.com

ORDER FORM for 38 Studios, LLC

BILL TO:

Contact: Mike Nassar
 Address: One Empire Plaza
 City/State/Zip: Providence RI 02901
 Country: United States
 Email: mnassar@38studios.com
 Phone:

SHIP TO:

38 Studios, LLC
 One Empire Plaza
 Providence, RI , 02901
 United States

ORDER INFORMATION

Contract #: CS107688-11
 Billing Period: Annually Upfront
 Billing Method: Invoice
 Billing Instructions:

For Internal Only:

Master Agreement (LCSA):
 Type: New Business
 Sales Rep Region: East
 Agency Name:
 Currency: USD
 Sign Date:
 Close Date:

Customer Requested Start Date*:

Contract End Date**:

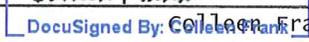
*Unless requested by customer, the Signature Date on this Order Form of the party signing last will be considered the Service Start Date, whichever is the latter.

Product Order Description	Qty	Term (Months)	Notes	Sales Price	Total
Product Name: Job Slots 11-20 Product SKU: JBSRUT020 Product Description: Reserved annual job posting with ability to change, update, remove on demand.	11	3	Job Slots	\$270.00	\$2,970.00
Product Name: Recruiter - Corporate (1-2 Seats) Product SKU: NRCRUI02 Product Description: LinkedIn Recruiter account with team collaboration, auditing, and unparalleled network search capabilities. Includes 50 InMails/month per license as well as basic training and support.	2	3	2 Recruiter Seats	\$2,050.00	\$4,100.00
ORDER TOTAL					\$7,070.00

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): No If yes, please enter PO Number:	Check here if your company is tax exempt: Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com . Sales tax may apply to your LinkedIn order in accordance with individual state and local regulations in City of Chicago, CT, NJ, NY, OH, TX and WA. For customers in other states, your state and/or municipal government may require you to declare your purchase and pay appropriate sales tax amounts to them directly. Sales tax charges will appear on the final invoice.
PAYMENT OPTIONS <ul style="list-style-type: none"> USA Customers: Check, Credit Card, or Bank Wire Transfer Non-US Customers: Credit Card or Bank Wire Transfer only 	*For Non-US based orders ONLY: If required, please provide <u>either</u> your VAT #: or your Irish 13B VAT#:
*If this doesn't apply, please type N/A.	

TERMS

- Services provided under this Order Form will terminate on the expiration date of the Term or the date terminated by either party as provided in the Corporate Subscription Agreement. Order forms with contiguous dates will ensure no gap in service.
- Please allow up to 3 business days for account provisioning.
- Any jobs posted pursuant to available Job Slots will expire upon the expiration or termination of this Order Form.
- Add-on Products Orders must end coterminous with the originating contract.
- Future Incremental Add-On or Renewal orders will be at list price at time of purchase.
- Services provided under this Order Form shall be provided pursuant to LinkedIn's terms and conditions set forth at: <http://talent.linkedin.com/linkedin-corporate-solutions-lcsa-contract>.

CUSTOMER (or APPROVED AGENCY)		LINKEDIN	
Signature: 		Signature: 	
Name: <i>Glenn Pryor</i>		Name: 	
Title: <i>VP, Player Services</i>		Title: Contract Administrator	
Date: <i>September 19, 2011</i>		Date: 9/19/2011	

This is a non-cancelable and non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agreed to the terms of this Order Form.



Offer valid through:

Proposed by:
Lauren Purpura
lpurpura@linkedin.com

ORDER FORM for 38 Studios, LLC

BILL TO:

Contact: Mike Nassar
Address: One Empire Plaza
City/State/Zip: Providence RI 02901
Country: United States
Email: mnassar@38studios.com
Phone:

SHIP TO:

38 Studios, LLC
One Empire Plaza
Providence, RI 02901
United States

ORDER INFORMATION

Contract #: CS121304-11
Billing Period: Annually Upfront
Billing Method: Invoice
Billing Instructions:

For Internal Only:

Master Agreement (LCSA): 38 Studios, LLC - 2 Recr, 11 Job Slots - Pilot - 9/19/11
Type: Add-On
Sales Rep Region: East
Agency Name:
Currency: USD
Sign Date:
Close Date:

Customer Requested Start Date*:

Contract End Date**: December 18, 2011

**Unless requested by customer, the Signature Date on this Order Form of the party signing last will be considered the Service Start Date, whichever is the latter.*

Product Order Description	Qty	Term (Months)	Notes	Sales Price	Total
Product Name: Recruiter - Corporate (3-10 Seats) Product SKU: NRCRUI10 Product Description: LinkedIn Recruiter account with team collaboration, auditing, and unparalleled network search capabilities. Includes 50 InMails/month per license as well as basic training and support.	1	3		\$1,850.00	\$1,850.00
				ORDER TOTAL	\$1,850.00

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): No If yes, please enter PO Number:	Check here if your company is tax exempt: <i>Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com.</i>
PAYMENT OPTIONS • USA Customers: Check, Credit Card, or Bank Wire Transfer • Non-US Customers: Credit Card or Bank Wire Transfer only	Sales tax may apply to your LinkedIn order in accordance with individual state and local regulations in City of Chicago, CT, NJ, NY, OH, TX and WA. For customers in other states, your state and/or municipal government may require you to declare your purchase and pay appropriate sales tax amounts to them directly. Sales tax charges will appear on the final invoice. *For Non-US based orders ONLY: If required, please provide <u>either</u> your VAT #: or your Irish 13B VAT#: <i>*If this doesn't apply, please type N/A.</i>

TERMS

- Services provided under this Order Form will terminate on the expiration date of the Term or the date terminated by either party as provided in the Corporate Subscription Agreement. Order forms with contiguous dates will ensure no gap in service.
- Please allow up to 3 business days for account provisioning.
- Any jobs posted pursuant to available Job Slots will expire upon the expiration or termination of this Order Form.
- Add-on Products Orders must end coterminous with the originating contract.
- Future incremental Add-On or Renewal orders will be at list price at time of purchase.
- This order form incorporates by reference the above stated LCSA ID between the parties.

CUSTOMER (or APPROVED AGENCY)	LINKEDIN
Signature:	Signature: DocuSigned By: Colleen Frank
Name: William C. Thomas	Name: Colleen Frank

Title: President	Title: Contract Administrator
Date: 10/12/11	Date: 10/12/2011

This is a non-cancelable and non-refundable purchase. I hereby represent that I am an authorized signatory and have read and agreed to the terms of this Order Form.