technical and applications aspects of the Contractor Software Code are available upon reasonable notice to answer support questions from Company.

(d) "**Program Errors**" means any case where a software product (i) abnormally ceases functioning, (ii) produces incorrect or misleading information or erroneously interprets information given to it, (iii) does not function in accordance with its specifications, or (iv) has bugs or other non-conformities with the applicable platform licensor guidelines or requirements that are identified by an applicable platform licensor and for which the applicable platform licensor requires that a correction be made.

(e) "**Program Error Correction**" means a modification of, addition to or deletion from a software product that corrects a Program Error in such product.

1.05 Communication. During the Term of this Agreement, Contractor shall (i) keep Company fully informed with respect to the progress in providing the Services and developing the Deliverable Items and (ii) give Company direct access to openly speak or otherwise communicate with members of the Designated Team with respect to the progress regarding provision of the Services and development of the Deliverable Items.

1.06 Notice of Noncompliance. During the Term of this Agreement, Contractor shall notify Company immediately in the event that Contractor has reason to believe that any Service or any Deliverable Item is likely to not be completed or delivered in compliance with the deadlines or other specifications contained in the relevant Work Order. Notice of such probable noncompliance shall not, however, relieve Contractor of any liability incurred due to the breach of any terms of this Agreement or any Work Order issued pursuant hereto.

2 COMPENSATION

2.01 Amount of Payments. Contractor shall be paid for the Services and the Deliverable Items either on an hourly or daily basis or on a fixed price basis, as agreed to by the Parties and as set forth in the applicable Work Order. Company agrees to pay Contractor the sums set forth in the applicable Work Order within thirty (30) days of the date upon which Company receives an invoice for such sums, provided that, except as otherwise expressly provided for in a particular Work Order, no invoice shall be issued with respect to any sum prior to the due date therefor in accordance with the relevant Work Order and, provided, further, that, except as otherwise expressly provided for in a particular Work Order, no invoice related to a Deliverable Item shall be due and payable until Company has accepted such Deliverable Item in accordance with Section 1.03. Contractor shall not be entitled to any compensation, other than the sums set forth in the various Work Orders, in connection with the use and exploitation of the Services, the Deliverable Items and the various rights granted, transferred and assigned to Company under this Agreement.

3. OWNERSHIP

3.01 General. Company shall own all right, title and interest in and to each Deliverable

Item and the results and proceeds of the Services, including, without limitation, (i) all elements or constituent parts thereof, (ii) all copyrights (and renewals and extensions thereof and thereto), patents, trademarks and other intellectual property and proprietary rights therein and thereto, from the time of their creation by Contractor, and (iii) any and all services and products which embody, emulate or employ any such Deliverable Item or result or proceed of the Services, without regard to whether such Service or Deliverable Item has been accepted by Company. Contractor acknowledges and agrees that the Deliverable Items and the results and proceeds of the Services have been ordered or commissioned for use as part of an audio visual work and shall be considered a work made for hire and that Company shall be the sole and exclusive owner thereof and of any and all copyrights (and renewals and extensions thereof and thereto), patents, trademarks and other intellectual property and proprietary rights therein and thereto. Company shall have the exclusive right forever throughout the universe to change, adapt, modify, use, combine with other material, create derivative works, sue for infringement and misappropriation, and otherwise exploit the Deliverable Items and the results and proceeds of the Services in all media and by any manner or media, whether now known or hereafter invented or discovered.

3.02 Assignment. Notwithstanding anything to the contrary in this Agreement, to the extent that ownership in any Deliverable Item does not, or the results and proceeds of any Service or any part thereof do not, vest in Company as a work made for hire, Contractor hereby assigns and transfers in whole to Company all right, title and interest in and to such Deliverable Item and the results and proceeds of such Service, including, without limitation, all copyrights and renewals and extensions of copyrights therein.

3.03 Moral Rights. For purposes of this subsection, "**Moral Rights**" means any rights of paternity or integrity, any right to claim authorship of the Deliverable Items or any results or proceeds of the Services, any right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Deliverable Item or any results or proceeds of the Services, whether or not such would be prejudicial to Contractor's honor or reputation, and any similar rights existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral" right. Contractor hereby irrevocably transfers and assigns to Company any and all Moral Rights that it may have in each Deliverable Item and in the results and proceeds of the Services. Contractor also hereby forever waives all, and agrees never to assert any, Moral Rights it may have in any Deliverable Item or in the results or proceeds of any Service, even after termination of Contractor's work on behalf of Company or under this Agreement.

3.04 Employees. Contractor will, and will cause all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), to execute an agreement prior to the receipt of any Confidential Information of Company substantially in the form attached hereto as **Exhibit B**, or in such other form as Contractor may choose and as may be approved by Company, provided that such form is at least as protective of the rights of Company as the form attached hereto (the "**Assignment and Confidentiality Agreement**"). Contractor shall gather and maintain records of the executed Assignment and

Confidentiality Agreements and, upon the request of Company, shall promptly delivery such agreements to Company.

3.05 Protection of Intellectual Property Rights. Contractor will, and will cause each member of the Designated Team and each other Contractor employee that will have access to any Confidential Information of Company to, cooperate with Company in obtaining patent, copyright, trademark or other legal protections for each Deliverable Item, and for any of the results or proceeds of the Services, in each country in which one or more is (or is expected to be) sold, distributed or licensed and in taking any enforcement action, including any public or private prosecution, to protect Company's intellectual property rights in or to each Deliverable Item and in the results and proceeds of the Services. Contractor hereby grants Company the exclusive right, and appoints Company as attorney-in-fact, to execute and prosecute in Company's name as author or inventor or in Company's name as assignee any application for registration or recordation of any copyright, trademark, patent or other right in or to any Deliverable Item, and in or to any results and proceeds of the Services, and to undertake any enforcement action with respect to any Deliverable Item. Contractor will, and will cause each member of the Designated Team and each other Contractor employee that will have access to any Confidential Information of Company to, execute such other documents of registration and recordation as may be necessary, useful or convenient to perfect in Company, or protect, the rights assigned to Company hereunder in each country in which Company reasonably determines such action to be prudent.

3.06 Subcontractors. Contractor shall not use any subcontractors in connection with the development and delivery of any Deliverable Item or the performance of any Service hereunder without the prior express written permission of Company. Contractor understands that any such permission shall be conditioned upon: (i) receipt by Company of a proposed subcontractor agreement in English that is at least as protective of the rights of Company and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Secured Parties.

3.07 Security Interest. Without limiting the rights or privileges of Company in the Deliverable Items and the results and proceeds of the Services, Contractor acknowledges that Company shall be entitled to sell, transfer, assign, license, encumber, grant liens in and pledge any or all of the Deliverable Items, the results and proceeds of the Services and this Agreement for any purpose, including, without limitation, as collateral for a loan and completion bond in connection with the funding of the development, production and distribution of the Game.

4. MATERIALS PROVIDED BY COMPANY

4.01 Limited License of Materials. To assist Contractor in providing the Services and developing the Deliverable Item, Company may from time to time provide Contractor with certain materials, including intellectual property developed by Company for use in the Game, provided that such intellectual property shall not include any third party software, which if applicable shall be the subject of a separate sublicense agreement (the "**Company Materials**"). Company grants to Contractor a limited, personal, non-

exclusive, revocable, royalty-free, non-assignable, non-transferable and non-sublicensable (except as provided for herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the Company Materials solely for the purpose of providing the Services and development of the Deliverable Items pursuant to the terms of this Agreement and for no other purposes (the "**Materials License**"). Contractor shall obtain no rights to any Company Materials except for the limited right to use the same in providing the Services and developing the Deliverable Items as provided herein. The Materials License shall terminate upon the earliest of (i) revocation or termination by Company, (ii) the completion or termination of all Work Orders, and (iii) Company's completion of the Game.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall immediately return to Company all Company Materials and any other materials provided to Contractor hereunder or any part thereof as requested by Company.

5. CONFIDENTIALITY

5.01 Definitions.

(a) "**Confidential Information**" means Confidential Information of Contractor and Confidential Information of Company, except to the extent any of the following may be included therein: (i) information that becomes known to the general public without breach of the nondisclosure obligations of this Agreement, (ii) information that is obtained from a third party or independently developed (as evidenced by written records) without breach of a nondisclosure or non-use obligation and without restriction on disclosure, and (iii) information that is required by law to be disclosed in connection with any suit, action or other dispute related to this Agreement.

(b) "**Confidential Information of Company**" means: (i) any information concerning the existing or future products of Company, (ii) the Deliverable Items and the results and proceeds of the Services, (iii) the Company Materials and any other materials provided to Contractor by Company in order to assist Contractor in performing the Services and developing the Deliverable Items, (iv) any additional information designated in writing as "confidential" by Company or its affiliates; and (v) any information which would reasonably be expected to be confidential and/or proprietary to Company.

(c) "**Confidential Information of Contractor**" means any information designated in writing as "confidential" by Contractor, excluding the Confidential Information of Company.

5.02 Protection of Confidential Information. Each Party agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information of the other Party and to use at least the same degree of care that it uses to protect its own Confidential Information of like importance, but in no event less than

reasonable care, to prevent the unauthorized disclosure or use of the other Party's Confidential Information, both during and after the Term of this Agreement. Either Party may, however, disclose Confidential Information to: (i) such Party's employees to the extent necessary to fulfill obligations under this Agreement, and (ii) constituents of such Party (e.g. board of directors, stockholders, current or potential investors, legal counsel, accountants and other advisors) who are bound by confidentiality restrictions or have a fiduciary or ethical obligations to maintain the confidentiality of such information. In addition, Company may disclose Confidential Information to the Secured Parties (as defined below).

6. REPRESENTATIONS AND WARRANTIES

6.01 Contractor Representations. Contractor makes the following representations and warranties to Company:

(a) Contractor has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Company.

(b) This Agreement has been duly authorized by Contractor and, when executed by the Parties, will constitute a valid and legally binding agreement of Contractor, enforceable in accordance with its terms.

(c) Compliance by Contractor with all of the provisions of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under, any agreement or instrument to which Contractor is a party. Contractor will not enter into any agreement that conflicts with any of the terms and conditions of this Agreement during the Term of this Agreement.

(d) Except for the Company Materials with respect to which Contractor makes no representation, the Services and each of the Deliverable Items (i) will be the result of solely the original work of Contractor, (ii) do not and will not infringe upon or misappropriate any copyright, trademark, trade secret, moral right, privacy right or right of publicity of any third party, and (iii) to the best of Contractor's knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.

(e) Contractor is the sole and exclusive owner of its contributions to the Deliverable Items, and to the results and proceeds of the Services, subject only to the rights of Company and the Secured Parties.

(f) Contractor has not previously granted and will not grant any rights in its contributions to the Deliverable Items or the results and proceeds of the Services to any third party.

(g) Contractor shall comply with, the Services will be performed in strict accordance with, and the Deliverable Items will strictly conform to, (i) all applicable laws and regulations, (ii) the terms of the Work Order, and (iii) the

representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including amounts paid in settlement and reasonable legal fees and disbursements) incurred by Company or any of the foregoing indemnified parties (including, but not limited to, any claims brought by third parties (including, but not limited to, the Secured Parties)), arising directly or indirectly out of (i) any information or material supplied by Contractor to Company in connection with this Agreement (including the Services and the Deliverable Items), (ii) any breach (or alleged breach) by Contractor of any of its representations, warranties, covenants or other obligations under this Agreement, or (iii) any act or omission of Contractor or any of its employees which results in (1) any bodily injury, sickness, disease or death, (2) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom, or (3) any violation of any statute, ordinance, regulation or other legal requirement.

6.03 Company Indemnity. Company shall indemnify and hold harmless Contractor and its officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including reasonable legal fees and disbursements) arising out of any claims brought by third parties alleging that the Company Materials infringe upon or misappropriate any patent, copyright, trademark, trade secret, moral right, privacy right or right of publicity of such third party.

6.04 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought (an "**Indemnified Party**") against the other Party (the "**Indemnifying Party**") pursuant to Sections 6.02 or 6.03 above, the Indemnified Party shall notify the Indemnifying of such action (including, if known, the nature of the claim and the amount of damages and nature of other relief sought of known to the Indemnified Party); provided, however, that the Indemnified Party's failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from its obligations to provide indemnification in connection with such action. The Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action provided that any out-of-pocket third party expense directly related to and necessary for such cooperation shall be at the expense of the Indemnifying Party. The Indemnifying Party may, upon written notice to the Indemnified Party, undertake to conduct all proceedings or negotiations in connection with the action, assume the defense thereof, including settlement negotiations in connection with the action, and will be responsible for the costs of such defense, negotiations and proceedings. The Indemnifying Party will have sole control of the defense and settlement of any claims for which it provides indemnification hereunder, provided that the Indemnifying Party will not enter into any settlement of such claim if such settlement requires more than the payment of money or is not strictly confidential without the prior approval of the Indemnified Party, which approval will be given by the Indemnified Party in its sole discretion. The Indemnified Party shall have the right to retain separate counsel and participate in the defense of the action or claim at its own expense. In the event that the Indemnifying Party refuses or does not promptly agree to assume control of the defense and settlement of any claim for which it must provide indemnification hereunder, then the Indemnified Party will have sole control of the

defense, but will not have the right to enter into any settlement of such claim without the prior approval of the Indemnifying Party, which approval will not be unreasonably withheld, conditioned or delayed.

7. TERM AND TERMINATION

7.01 Term. The "**Term**" of this Agreement will commence on the Effective Date and will continue until the earlier of (i) the day that is one year after the date upon which the Game is commercially released, (ii) the termination of this Agreement by mutual consent of the Parties, or (iii) the termination of this Agreement pursuant to the provisions set forth below:

(a) Termination for Breach. In the event of a material breach by Contractor of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by Company, then Company may immediately terminate this Agreement. In the event Company has failed to pay an undisputed invoice for Services and/or Deliverable Items which have been accepted by Company within sixty (60) days of the invoice due date, then Contractor may immediately terminate this Agreement.

(b) Termination for Bankruptcy. Any Party may immediately terminate this Agreement upon written notice thereof (i) in the event of the commencement of any liquidation, dissolution, voluntary or involuntary bankruptcy, insolvency, receivership or similar proceeding of the other Party or (ii) if the other Party is unable to pay its debts as they become due, has explicitly or implicitly suspended payment of its debts (except debts contested in good faith) or if the creditors of the other Party have taken over its management or a substantial part of its assets.

(c) Termination due to Game Cancelation. Company may terminate this Agreement at any time by giving written notice to Contractor if Company in good faith cancels the Game, without further liability of any kind to Contractor, except that: (i) Company will pay Contractor amounts due pursuant to any outstanding Work Order for Services and Deliverable Items accepted by Company prior to the time of such termination; and (ii) if Contractor delivers to Company, within five (5) business days of the receipt of such termination notice, all partially completed Deliverable Items and all work product related to partially rendered Services that are the subject of any outstanding Work Orders, Company will pay Contractor a prorated portion of the amount that would have been due upon acceptance of such partially completed Deliverable Items or partially rendered Services pursuant to such outstanding Work Orders that reflect the proportion of the Deliverable Item or the Service that has been completed and delivered or provided to Company.

7.02 Termination Effect. Upon the termination of this Agreement, Contractor shall immediately return to Company all Company Materials and any other materials or information provided to Contractor by Company.

7.03 Survival. The provisions of Section 3 (Ownership), Section 5 (Confidential

thereof, and uses its diligent, good faith efforts to cure the breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of thirty (30) days.

8.05 Assignment. This Agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company. Company may assign this Agreement to (i) any affiliated company of Company or (ii) any third party who assumes, expressly or by operation law (such as by merger), the obligations of Company hereunder, without the prior written consent of Contractor. Company also may assign this Agreement or any of its rights hereunder to any party to which it has granted a security interest pursuant to Section 3.07 (each a "**Secured Party**"), or to any assignee, designee, transferee of a Secured Party and/or any person who has purchased such rights from a Secured Party, without the prior written consent of Contractor.

8.06 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any disputes under this Agreement may be brought only in the state or federal courts located in the State of Rhode Island, and both parties hereby consent to the exclusive personal and subject matter jurisdiction and venue of these courts.

8.07 Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, such provision will be enforced to the extent permissible and the remaining provisions of this Agreement will not be affected.

8.08 Notices. Except as otherwise expressly provided in this Agreement, all notices sent by any Party to the other Party pursuant to or in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently given and received for the purposes of this Agreement if sent to the other Party at the address, facsimile number or email address listed below for such Party, or to such other address, facsimile number or email address of which such Party may so notify the other Party in accordance with the requirements of this Section (i) upon confirmation of receipt if delivered by hand; (ii) upon confirmation of receipt if delivered by facsimile; (iii) five (5) business days after being sent by a reputable overnight courier; or (iv) upon receipt by the sender of a reply email from the recipient if sent by email.

If to Company:

Address: One Empire Plaza, Providence, RI 02903
Attention: Bill Thomas
Telephone: (401) 243-8300
Email: bthomas@38studios.com

If to Contractor:

Address: Girvin, Inc.
Attention: Michelle Anderson

Telephone: (206) 674-7808
Email: Anderson@girvin.com

8.09 Complete Agreement. This Agreement, together with any Work Orders issued from time to time pursuant to this Agreement, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the Parties.

8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and transmission by facsimile shall be considered proper delivery for legal purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

38 Studios, LLC

Name: Jen MacLean
Title: ~~[illegible]~~ CEO
Date: 9/22/11

Girvin, Inc.

Name: Michelle Anderson
Title: Director of Strategic Marketing
Date: 9/26/11

EXHIBIT A
WORK ORDER

Date: September 19, 2011 **Work Order #:** 1
Contractor: Girvin, Inc.
Address: 121 Stewart Street, Suite 212, Seattle, WA 98101
Telephone: (206) 674-7808
Email address: Anderson@girvin.com

THIS WORK ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN 38 STUDIOS, LLC ("**COMPANY**") AND Girvin, Inc. (THE "**CONTRACTOR**") DATED SEPTEMBER 19, 2011 (THE "**AGREEMENT**").

Services. Contactor shall provide the following Services by the following completion dates:

Service	Completion Date(s)	Compensation Rate
Objective 1 - Research and Brand/Visual Design Exploration Workshop, also known as Audit and Workshop/Strategy Session: Work will include gathering research, facilitating the team strategy session, and summarizing findings within a brief. One planned two-day visit to the Providence Studio will be made, at which time Girvin will hold a workshop with 38 Studios development and marketing teams.	9/26/11 - 10/7/11	$10,000 Lump Sum

Deliverable Items. Contractor shall complete and deliver the following Deliverable Items by the following delivery dates:

Deliverable Item	Delivery Date	Compensation Amount
Objective 2 - Logo with possible icon design included and Basic Usage CD: The logo will include five concepts in black and white. It will also include a final color rendered logo for client and/or selected vendors. The artwork will include files in vector EPS and raster TIFF formats, and color palettes of CMYK and RGB color conversions. Also included will be all key art comps and conceptual work. The usage CD will contain instructions on the various formats of logos and/or icon files, as well as the referenced color palettes direction and primary font family information. It will essentially be an abbreviated style guide, or toolkit with more than the standard amount (namely a primary font family guide and initial color/PMS information). A full version that is more in depth will be available for a separate fee.	11/14/11	$22,000 Lump Sum

Additional Conditions. Contractor shall be subject to the following additional conditions:

- Contractor shall be reimbursed for one (1) roundtrip airfare between Boston or Providence and Seattle for each of Contractor's employees, up to three (3) employees in total, who perform services for Company. Reimbursement will be for the lesser of $534 per roundtrip airfare or the actual cost of each roundtrip airfare.

- Contractor shall be provided with lodging at a Providence hotel for two (2) nights, up to two (2) rooms total per night, at an estimated cost of $130 per night per room paid by Company, during its two (2) day visit to Providence.

- Contractor shall be reimbursed for reasonable meal costs for two (2) days, up to $70 per day per day, for each of Contractor's employees, up to three (3) employees in total, during its two (2) day visit to Providence.

AUTHORIZED BY:

38 Studios, LLC

Name: Jen MacLean
Title: CEO
Date: 9/22/11

ACKNOWLEDGED AND AGREED TO BY:

Girvin, Inc.

Name: Michelle Anderson
Title: Director of Strategic Marketing
Date: 9/26/11

GIRVIN

girvin.com

121 Stewart Street
Suite 212
Seattle WA 98101-2414
p 206.674.7808
f 206 674.7909

1133 Broadway
Suite 1610
New York NY 10010-7921
p 212.924.7331
f 212.924.7310

September 19, 2011

GIRVIN – 38 Studios Team Lisa

The following Girvin team members will be working on the 38 Studios projects as outlined

Lisa Coloma
Corry Damey
Michael Kenny
Michelle Anderson
Chie Masuyama Sharp
William Johnson

EXHIBIT B
ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios, LLC ("**Company**") pursuant to the Work For Hire Outsourcing Agreement between Girvin, Inc. ("**Contractor**"), by which I am employed, and Company, dated as of September 19, 2011. In consideration of the compensation paid to me and promised to me by Contractor, I hereby agree as follows:

1. Assignment. I hereby assign and transfer, and agree to assign and transfer, all of my rights in the results and proceeds of the services that I perform for Company, and in all related intellectual property rights, to Company. At Company's request during and after my work with Company, I will assist and cooperate with Company in all respects, will execute documents, and (at Company's expense and subject to my reasonable availability) will give testimony and take further acts requested to acquire, perfect, transfer, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the results and proceeds of the services I perform, including without limitation filing of a copy of this Agreement with the appropriate government agency. I hereby appoint Company as my attorneys-in-fact to execute documents on my behalf for this purpose. For purposes of this subsection, "**Moral Rights**" means any rights of paternity or integrity, any right to claim authorship in the results and proceeds of the services I perform, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the results and proceeds of the services I perform, whether or not such would be prejudicial to my honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "moral" right. I hereby irrevocably transfer and assign to Company any and all Moral Rights that I may have in the results and proceeds of the services I perform. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in the results and proceeds of the services I perform, even after termination of my work on behalf of Company.

2. Confidential Information. My work for Company creates a relationship of trust and confidence between Company and me. During and after my work with Company, I will not use or disclose, or allow anyone else to use or disclose any confidential information relating to Company or its suppliers or customers except as may be necessary in the performance of my work, or as may be authorized in advance by Company. Confidential information includes the services I perform, the work being done by Company, and any information I have reason to believe Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. I have kept and will keep confidential information secret whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that becomes known to the public generally through no fault or breach of mine or that Company regularly gives to third parties without restriction on disclosure. I have not and will not use in connection with my work for Company any confidential information of any party other than Company.

3 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any disputes under this Agreement may be brought only in the state or federal courts located in the State of Rhode Island, and both parties hereby consent to the

exclusive personal and subject matter jurisdiction and venue of these courts.

4. Employer. I acknowledge and agree that I am an employee of Contractor and not Company and that I shall not be entitled to the payment of any wages or any benefits whatsoever from Company.

AGREED TO BY:

Lisa Coloma

Name: Lisa Coloma
Date: 9/19/11

EXHIBIT B
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I, the undersigned, am performing services for 38 Studios, LLC ("**Company**") pursuant to the Work For Hire Outsourcing Agreement between Girvin, Inc. ("**Contractor**"), by which I am employed, and Company, dated as of September 19, 2011. In consideration of the compensation paid to me and promised to me by Contractor, I hereby agree as follows:

1. Assignment. I hereby assign and transfer, and agree to assign and transfer, all of my rights in the results and proceeds of the services that I perform for Company, and in all related intellectual property rights, to Company. At Company's request during and after my work with Company, I will assist and cooperate with Company in all respects, will execute documents, and (at Company's expense and subject to my reasonable availability) will give testimony and take further acts requested to acquire, perfect, transfer, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the results and proceeds of the services I perform, including without limitation filing of a copy of this Agreement with the appropriate government agency. I hereby appoint Company as my attorneys-in-fact to execute documents on my behalf for this purpose. For purposes of this subsection, "**Moral Rights**" means any rights of paternity or integrity, any right to claim authorship in the results and proceeds of the services I perform, to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the results and proceeds of the services I perform, whether or not such would be prejudicial to my honor or reputation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless whether or not such right is denominated or generally referred to as a "moral" right. I hereby irrevocably transfer and assign to Company any and all Moral Rights that I may have in the results and proceeds of the services I perform. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in the results and proceeds of the services I perform, even after termination of my work on behalf of Company.

2. Confidential Information. My work for Company creates a relationship of trust and confidence between Company and me. During and after my work with Company, I will not use or disclose, or allow anyone else to use or disclose any confidential information relating to Company or its suppliers or customers except as may be necessary in the performance of my work, or as may be authorized in advance by Company. Confidential information includes the services I perform, the work being done by Company, and any information I have reason to believe Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. I have kept and will keep confidential information secret whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that becomes known to the public generally through no fault or breach of mine or that Company regularly gives to third parties without restriction on disclosure. I have not and will not use in connection with my work for Company any confidential information of any party other than Company.

3 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any disputes under this Agreement may be brought only in the state or federal courts located in the State of Rhode Island, and both parties hereby consent to the

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ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

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2. Confidential Information. My work for Company creates a relationship of trust and confidence between Company and me. During and after my work with Company, I will not use or disclose, or allow anyone else to use or disclose any confidential information relating to Company or its suppliers or customers except as may be necessary in the performance of my work, or as may be authorized in advance by Company. Confidential information includes the services I perform, the work being done by Company, and any information I have reason to believe Company would like to treat as confidential for any purpose, such as maintaining a competitive advantage or avoiding undesirable publicity. I have kept and will keep confidential information secret whether or not any document containing it is marked as confidential. These restrictions, however, will not apply to confidential information that becomes known to the public generally through no fault or breach of mine or that Company regularly gives to third parties without restriction on disclosure. I have not and will not use in connection with my work for Company any confidential information of any party other than Company.

3 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any disputes under this Agreement may be brought only in the state or federal courts located in the State of Rhode Island, and both parties hereby consent to the

exclusive personal and subject matter jurisdiction and venue of these courts.

4. Employer. I acknowledge and agree that I am an employee of Contractor and not Company and that I shall not be entitled to the payment of any wages or any benefits whatsoever from Company.

AGREED TO BY:

Name: Michelle Anderson
Date: 9/19/11

EXHIBIT B
ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

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AGREED TO BY:

Name: Michelle Anderson
Date: 9/20/11

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AGREED TO BY:

Name: Corry Damey
Date: 9/19/11

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AGREED TO BY:

Name: Chie Sharp
Date: 9/19/2011

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AGREED TO BY:

Name: Kristi Coronado
Date: 9/19/2011

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AGREED TO BY:

Name: WILLIAM JOHNSON
Date: SEPT 21 2021

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AGREED TO BY:

Name: Vincent Cousker
Date: 1/31/12

WORK FOR HIRE
OUTSOURCING AGREEMENT

This Work for Hire Outsourcing Agreement (this "**Agreement**") is entered into on this 7th day of December, 2011 (the "**Effective Date**") by and between:

38 Studios, LLC, a Delaware limited liability company with offices at One Empire Plaza, Providence, RI 02903 ("**Company**"); and

Karl Jeffrey Preusser, an individual with a principal place of business at 468 E. Cypress Avenue, #104, Burbank, CA 91501 ("**Contractor**," and together with Company, the "**Parties**" and each a "**Party**").

WHEREAS, Company is developing a video game code named "Copernicus" (the "**Game**") for use on various platforms and distribution through various channels;

WHEREAS, Contractor is engaged in the business of developing content for, or otherwise performing services in connection with the development of, video games; and

WHEREAS, Company and Contractor wish to enter into an agreement pursuant to which Contractor will produce content for, and perform services in connection with the development of, the Game, in each case, as a "work made for hire."

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below:

1. SERVICES AND DELIVERABLE ITEMS

1.01 Work Orders. Contractor hereby agrees to provide the services (the "**Services**") and develop and deliver the deliverable items (the "**Deliverable Items**") as are mutually agreed by the Parties from time to time, which Services, Deliverable Items, the dates/deadlines for their performance and delivery, and the compensation to be paid by Company therefor (along with any other applicable terms or conditions), will be set forth in one or more work orders issued by Company from time to time on the form attached hereto as **Exhibit A**, or on any other form as Company may determine, created by Company and accepted by Contractor from time to time ("**Work Orders**").

1.02 Designated Team. Unless Contractor is an individual and will not utilize the services of any other person to perform the Services hereunder, within five (5) business days of receipt of the initial Work Order from Company, Contractor shall (i) designate an appropriate number of employees to provide the Services and develop the Deliverable Items that are specified in such Work Order, and (ii) provide Company with a name list of the employee members of such designated team (the "**Designated Team**"). Once the

Designated Team has been established, Contractor agrees not to change members of the Designated Team during the Term (as defined below) of this Agreement, without the express written consent of Company, such consent not to be unreasonably withheld.

1.03 Acceptance of Services and Deliverable Items. Unless otherwise set forth in any Work Order, after completion of any Service and delivery of any Deliverable Item by a means acceptable to Company, Company will have thirty (30) business days to examine and test the Deliverable Item to determine whether such Deliverable Item conforms to the specifications set forth in the relevant Work Order and whether such Deliverable Item is, in Company's sole judgment, appropriate for the intended purpose of Company. Company will notify Contractor of its acceptance or rejection of the Deliverable Item and, in the case of any rejection, will provide Contractor with a list of deficiencies in the Deliverable Item. If Company fails to notify Contractor of acceptance or rejection within such period, Contractor may request a written acceptance or rejection. If Company does not provide such written acceptance or rejection by no later than ten (10) business days after Contractor's request, then the Deliverable Item will be deemed rejected. In the case of a rejection that includes a list of deficiencies, Contractor will use best efforts to correct the deficiencies and will resubmit the Deliverable Item, as corrected, within five (5) business days of such rejection or within such other time period as the Parties may agree. Any work done by Contractor for the correction of deficiencies in preparation to resubmit a Deliverable Item to Company shall not require any additional compensation from Company and shall not be credited toward the Man-Month (as defined in Work Order) obligations of Contractor in any Work Order, if applicable. This procedure will iterate until Company either accepts the Deliverable Item or elects to complete the Deliverable Item itself or have such items completed by others.

1.04 Technical Support. The provisions of this Section 1.04 shall apply in the event that (i) the Services include the programming of software code, or (ii) the Deliverable Items include software code (in each case, the "**Contractor Software Code**").

(a) Contractor shall use best efforts to program and deliver the Contractor Software Code free of Program Errors (as defined below), and to provide Program Error Correction (as defined below) for any Program Errors contained in the Contractor Software Code that are identified by Company prior to the commercial release of the Game.

(b) During the first six (6) months following the commercial release of the Game, Contractor shall, at no additional cost to Company, (i) use diligent efforts to provide a Program Error Correction for any Program Error contained in the Contractor Software Code that is identified by Company and (ii) pending the development and provision of each such Program Error Correction, Contractor shall use diligent efforts to deliver to Company an avoidance procedure or work-around to avoid or solve such Program Error.

(c) During the first twelve (12) months following the commercial release of the Game, Contractor shall ensure that, at no additional cost to Company, members of the Designated Team who are knowledgeable with respect to the

technical and applications aspects of the Contractor Software Code are available upon reasonable notice to answer support questions from Company.

(d) **"Program Errors"** means any case where a software product (i) abnormally ceases functioning, (ii) produces incorrect or misleading information or erroneously interprets information given to it, (iii) does not function in accordance with its specifications, or (iv) has bugs or other non-conformities with the applicable platform licensor guidelines or requirements that are identified by an applicable platform licensor and for which the applicable platform licensor requires that a correction be made.

(e) **"Program Error Correction"** means a modification of, addition to or deletion from a software product that corrects a Program Error in such product.

1.05 Communication. During the Term of this Agreement, Contractor shall (i) keep Company fully informed with respect to the progress in providing the Services and developing the Deliverable Items and (ii) give Company direct access to openly speak or otherwise communicate with Contractor, if Contractor is an individual, or with members of the Designated Team, if applicable, with respect to the progress regarding provision of the Services and development of the Deliverable Items.

1.06 Notice of Noncompliance. During the Term of this Agreement, Contractor shall notify Company immediately in the event that Contractor has reason to believe that any Service or any Deliverable Item is likely to not be completed or delivered in compliance with the deadlines or other specifications contained in the relevant Work Order. Notice of such probable noncompliance shall not, however, relieve Contractor of any liability incurred due to the breach of any terms of this Agreement or any Work Order issued pursuant hereto.

2 COMPENSATION

2.01 Amount of Payments. Contractor shall be paid for the Services and the Deliverable Items either on an hourly or daily basis or on a fixed price basis, as agreed to by the Parties and as set forth in the applicable Work Order. Company agrees to pay Contractor the sums set forth in the applicable Work Order within thirty (30) days of the date upon which Company receives an invoice for such sums, provided that, except as otherwise expressly provided for in a particular Work Order, no invoice shall be issued with respect to any sum prior to the due date therefor in accordance with the relevant Work Order and, provided, further, that, except as otherwise expressly provided for in a particular Work Order, no invoice related to a Deliverable Item shall be due and payable until Company has accepted such Deliverable Item in accordance with Section 1.03. Contractor shall not be entitled to any compensation, other than the sums set forth in the various Work Orders, in connection with the use and exploitation of the Services, the Deliverable Items and the various rights granted, transferred and assigned to Company under this Agreement.

3. OWNERSHIP

3.01 General. Company shall own all right, title and interest in and to each Deliverable Item and the results and proceeds of the Services, including, without limitation, (i) all elements or constituent parts thereof, (ii) all copyrights (and renewals and extensions thereof and thereto), patents, trademarks, publishing rights, and other intellectual property and proprietary rights therein and thereto, from the time of their creation by Contractor, and (iii) any and all services and products which embody, emulate or employ any such Deliverable Item or result or proceed of the Services, without regard to whether such Service or Deliverable Item has been accepted by Company. Contractor acknowledges and agrees that the Deliverable Items and the results and proceeds of the Services have been ordered or commissioned for use as part of an audio visual work and shall be considered a work made for hire and that Company shall be deemed the author thereof and the sole and exclusive owner thereof and of any and all copyrights (and renewals and extensions thereof and thereto), patents, trademarks and other intellectual property and proprietary rights therein and thereto. Company shall have the exclusive right forever throughout the universe to change, adapt, modify, use, combine with other material, create derivative works, sue for infringement and misappropriation, and otherwise exploit the Deliverable Items and the results and proceeds of the Services in all media and by any manner, whether now known or hereafter invented or discovered. Any royalties generated by or otherwise payable in connection with the Deliverable Items or the results and proceeds of the Services, including, without limitation, any and all public performance royalties (including the writer's share thereof), if applicable, shall be sole property of Company.

3.02 Assignment. Notwithstanding anything to the contrary in this Agreement, to the extent that ownership in any Deliverable Item does not, or the results and proceeds of any Service or any part thereof do not, vest in Company as a work made for hire, Contractor hereby assigns and transfers in whole to Company all right, title and interest in and to such Deliverable Item and the results and proceeds of such Service, including, without limitation, all copyrights and renewals and extensions of copyrights therein.

3.03 Moral Rights. For purposes of this subsection, "**Moral Rights**" means any rights of paternity or integrity, any right to claim authorship of the Deliverable Items or any results or proceeds of the Services, any right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, any Deliverable Item or any results or proceeds of the Services, whether or not such would be prejudicial to Contractor's honor or reputation, and any similar rights existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral" right. Contractor hereby irrevocably transfers and assigns to Company any and all Moral Rights that it may have in each Deliverable Item and in the results and proceeds of the Services. Contractor also hereby forever waives all, and agrees never to assert any, Moral Rights it may have in any Deliverable Item or in the results or proceeds of any Service, even after termination of Contractor's work on behalf of Company or under this Agreement.

3.04 Employees. Contractor will, and will cause all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), to execute an agreement prior to the receipt of any

Confidential Information of Company substantially in the form attached hereto as **Exhibit B**, or in such other form as Contractor may choose and as may be approved by Company, provided that such form is at least as protective of the rights of Company as the form attached hereto (the "**Assignment and Confidentiality Agreement**"). Contractor shall gather and maintain records of the executed Assignment and Confidentiality Agreements and, upon the request of Company, shall promptly delivery such agreements to Company.

3.05 Protection of Intellectual Property Rights. Contractor will, and will cause each member of the Designated Team and each other Contractor employee that will have access to any Confidential Information of Company to, cooperate with Company in obtaining patent, copyright, trademark or other legal protections for each Deliverable Item, and for any of the results or proceeds of the Services, in each country in which one or more is (or is expected to be) sold, distributed or licensed and in taking any enforcement action, including any public or private prosecution, to protect Company's intellectual property rights in or to each Deliverable Item and in the results and proceeds of the Services. Contractor hereby grants Company the exclusive right, and appoints Company as attorney-in-fact, to execute and prosecute in Company's name as author or inventor or in Company's name as assignee any application for registration or recordation of any copyright, trademark, patent or other right in or to any Deliverable Item, and in or to any results and proceeds of the Services, and to undertake any enforcement action with respect to any Deliverable Item. Contractor will, and will cause each member of the Designated Team and each other Contractor employee that will have access to any Confidential Information of Company to, execute such other documents of registration and recordation as may be necessary, useful or convenient to perfect in Company, or protect, the rights assigned to Company hereunder in each country in which Company reasonably determines such action to be prudent.

3.06 Subcontractors. Contractor shall not use any subcontractors in connection with the development and delivery of any Deliverable Item or the performance of any Service hereunder without the prior express written permission of Company. Contractor understands that any such permission shall be conditioned upon: (i) receipt by Company of a proposed subcontractor agreement in English that is at least as protective of the rights of Company and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Secured Parties.

3.07 Security Interest. Without limiting the rights or privileges of Company in the Deliverable Items and the results and proceeds of the Services, Contractor acknowledges that Company shall be entitled to sell, transfer, assign, license, encumber, grant liens in and pledge any or all of the Deliverable Items, the results and proceeds of the Services and this Agreement for any purpose, including, without limitation, as collateral for a loan and completion bond in connection with the funding of the development, production and distribution of the Game.

4. MATERIALS PROVIDED BY COMPANY

4.01 Limited License of Materials. To assist Contractor in providing the Services and

developing the Deliverable Item, Company may from time to time, at Company's sole discretion, provide Contractor with certain materials, including intellectual property developed by Company for use in the Game, provided that such intellectual property shall not include any third party software, which if applicable shall be the subject of a separate sublicense agreement (the "**Company Materials**"). Company grants to Contractor a limited, personal, non-exclusive, revocable, royalty-free, non-assignable, non-transferable and non-sublicensable (except as provided for herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the Company Materials solely for the purpose of providing the Services and development of the Deliverable Items pursuant to the terms of this Agreement and for no other purposes (the "**Materials License**"). Contractor shall obtain no rights to any Company Materials except for the limited right to use the same in providing the Services and developing the Deliverable Items as provided herein. The Materials License shall terminate upon the earliest of (i) revocation or termination by Company, (ii) the completion or termination of all Work Orders, and (iii) Company's completion of the Game.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall immediately return to Company all Company Materials and any other materials provided to Contractor hereunder or any part thereof as requested by Company.

5. CONFIDENTIALITY

5.01 Definitions.

(a) "**Confidential Information**" means Confidential Information of Contractor and Confidential Information of Company, except to the extent any of the following may be included therein: (i) information that becomes known to the general public without breach of the nondisclosure obligations of this Agreement, (ii) information that is obtained from a third party or independently developed (as evidenced by written records) without breach of a nondisclosure or non-use obligation and without restriction on disclosure, and (iii) information that is required by law to be disclosed in connection with any suit, action or other dispute related to this Agreement.

(b) "**Confidential Information of Company**" means: (i) any information concerning the existing or future products of Company, (ii) the Deliverable Items and the results and proceeds of the Services, (iii) the Company Materials and any other materials provided to Contractor by Company in order to assist Contractor in performing the Services and developing the Deliverable Items, (iv) any additional information designated in writing as "confidential" by Company or its affiliates; and (v) any information which would reasonably be expected to be confidential and/or proprietary to Company.

(c) "**Confidential Information of Contractor**" means any information designated in writing as "confidential" by Contractor, excluding the Confidential Information of Company, the Deliverable Items and the results and proceeds of

the Services.

5.02 Protection of Confidential Information. Each Party agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information of the other Party and to use at least the same degree of care that it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care, to prevent the unauthorized disclosure or use of the other Party's Confidential Information, both during and after the Term of this Agreement. Either Party may, however, disclose Confidential Information to: (i) such Party's employees to the extent necessary to fulfill obligations under this Agreement, and (ii) constituents of such Party (e.g. board of directors, stockholders, current or potential investors, legal counsel, accountants and other advisors) who are bound by confidentiality restrictions or have a fiduciary or ethical obligations to maintain the confidentiality of such information. In addition, Company may disclose Confidential Information to the Secured Parties (as defined below).

6. REPRESENTATIONS AND WARRANTIES

6.01 Contractor Representations. Contractor makes the following representations and warranties to Company:

(a) Contractor has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Company.

(b) This Agreement has been duly authorized by Contractor and, when executed by the Parties, will constitute a valid and legally binding agreement of Contractor, enforceable in accordance with its terms.

(c) Compliance by Contractor with all of the provisions of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under, any agreement or instrument to which Contractor is a party. Contractor will not enter into any agreement that conflicts with any of the terms and conditions of this Agreement during the Term of this Agreement.

(d) Except for the Company Materials with respect to which Contractor makes no representation, the Services and each of the Deliverable Items (i) will be the result of solely the original work of Contractor, (ii) do not and will not infringe upon or misappropriate any copyright, trademark, trade secret, moral right, privacy right or right of publicity of any third party, and (iii) to the best of Contractor's knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.

(e) Contractor is the sole and exclusive owner of its contributions to the Deliverable Items, and to the results and proceeds of the Services, subject only to the rights of Company and the Secured Parties.

(f) Contractor has not previously granted and will not grant any rights in its

contributions to the Deliverable Items or the results and proceeds of the Services to any third party.

(g) Contractor shall comply with, the Services will be performed in strict accordance with, and the Deliverable Items will strictly conform to, (i) all applicable laws and regulations, (ii) the terms of the Work Order, and (iii) the highest professional standards of the industry. The Deliverable Items shall not contain any viruses, Easter Eggs, deliberate crash bugs, pornographic material or similar content (as such terms or similar terms are customarily understood in the interactive entertainment industry).

(h) Contractor will not (i) disclose to Company any information that it is required to keep secret pursuant to a confidentiality agreement with a third party, (ii) use the funding, resources, facilities or inventions of any third party to perform the Services or produce the Deliverable Items, or (iii) perform the Services in any manner that would give any third party rights to any intellectual property created in connection with such services.

(i) The Services and the Deliverable Items will meet the specifications therefor set forth in the applicable Work Order, will be free of defects in materials and workmanship and will be suitable for the purposes intended by Company.

(j) The Deliverable Items are the original work of Contractor and the Company may copy and distribute them freely without infringement of any open source or other third party licensing terms.

(k) Contractor shall be solely responsible for any hardware, network devices and other equipment (**"Hardware"**) and any software programs and tools (**"Software"**) necessary to perform the Services and create the Deliverable Items, other than any such materials that Company provides to Contractor pursuant to Section 4 hereof or pursuant to a separate sublicense agreement. The Hardware and Software shall conform to any minimum requirements set forth in the applicable Work Order or as otherwise specified by Company or, if no requirements are so specified, the highest professional standards for the industry prevailing at the time. Consultant represents and warrants that all Hardware and Software used by Consultant shall be properly licensed at all times from the applicable owner.

(l) Except as explicitly set forth in the applicable Work Order or as expressly approved in writing by Company, Contractor has not and will not incorporate into any Contractor Software Code or Deliverable Item any undisclosed (i) non-playable, "locked-out," or otherwise hidden, content, or (ii) development tools or bugs that would cause any of the foregoing content to become available through game play by the use of hacks or unlock codes, (iii) intellectual property, software, copyrighted works or other material owned by any third party, including without limitation, any "open source" software, "shareware," "freeware" or similar software. Contractor hereby agrees not to add any additional undisclosed

content to any Contractor Software Code or Delieverable Item or game build following its review and rating by the Entertainment Software Ratings Board or other applicable ratings agency with authority over the Game.

6.02 Contractor Indemnity. Contractor shall indemnify and hold harmless Company and its affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including amounts paid in settlement and reasonable legal fees and disbursements) incurred by Company or any of the foregoing indemnified parties (including, but not limited to, any claims brought by third parties (including, but not limited to, the Secured Parties)), arising directly or indirectly out of (i) any information or material supplied by Contractor to Company in connection with this Agreement (including the Services and the Deliverable Items), (ii) any breach (or alleged breach) by Contractor of any of its representations, warranties, covenants or other obligations under this Agreement, or (iii) any act or omission of Contractor or any of its employees which results in (1) any bodily injury, sickness, disease or death, (2) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom, or (3) any violation of any statute, ordinance, regulation or other legal requirement.

6.03 Company Indemnity. Company shall indemnify and hold harmless Contractor and its officers, directors, employees, agents and representatives from and against any and all damages, costs, judgments, settlements, penalties and expenses of any kind (including reasonable legal fees and disbursements) arising out of any claims brought by third parties alleging that the Company Materials infringe upon or misappropriate any patent, copyright, trademark, trade secret, moral right, privacy right or right of publicity of such third party.

6.04 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought (an "**Indemnified Party**") against the other Party (the "**Indemnifying Party**") pursuant to Sections 6.02 or 6.03 above, the Indemnified Party shall notify the Indemnifying of such action (including, if known, the nature of the claim and the amount of damages and nature of other relief sought of known to the Indemnified Party); provided, however, that the Indemnified Party's failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from its obligations to provide indemnification in connection with such action. The Indemnified Party shall cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action provided that any out-of-pocket third party expense directly related to and necessary for such cooperation shall be at the expense of the Indemnifying Party. The Indemnifying Party may, upon written notice to the Indemnified Party, undertake to conduct all proceedings or negotiations in connection with the action, assume the defense thereof, including settlement negotiations in connection with the action, and will be responsible for the costs of such defense, negotiations and proceedings. The Indemnifying Party will have sole control of the defense and settlement of any claims for which it provides indemnification hereunder, provided that the Indemnifying Party will not enter into any settlement of such claim if such settlement requires more than the payment of money or is not strictly confidential

without the prior approval of the Indemnified Party, which approval will be given by the Indemnified Party in its sole discretion. The Indemnified Party shall have the right to retain separate counsel and participate in the defense of the action or claim at its own expense. In the event that the Indemnifying Party refuses or does not promptly agree to assume control of the defense and settlement of any claim for which it must provide indemnification hereunder, then the Indemnified Party will have sole control of the defense, but will not have the right to enter into any settlement of such claim without the prior approval of the Indemnifying Party, which approval will not be unreasonably withheld, conditioned or delayed.

7. TERM AND TERMINATION

7.01 Term. The "**Term**" of this Agreement will commence on the Effective Date and will continue until the earlier of (i) the day that is one year after the date upon which the Game is commercially released, (ii) the termination of this Agreement by mutual consent of the Parties, or (iii) the termination of this Agreement pursuant to the provisions set forth below:

(a) Termination for Breach. In the event of a material breach by Contractor of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by Company, then Company may immediately terminate this Agreement. In the event Company has failed to pay an undisputed invoice for Services and/or Deliverable Items which have been accepted by Company within sixty (60) days of the invoice due date, then Contractor may immediately terminate this Agreement.

(b) Termination for Bankruptcy. Any Party may immediately terminate this Agreement upon written notice thereof (i) in the event of the commencement of any liquidation, dissolution, voluntary or involuntary bankruptcy, insolvency, receivership or similar proceeding of the other Party or (ii) if the other Party is unable to pay its debts as they become due, has explicitly or implicitly suspended payment of its debts (except debts contested in good faith) or if the creditors of the other Party have taken over its management or a substantial part of its assets.

(c) Termination due to Game Cancelation/Termination for Convenience. Company may terminate this Agreement at any time by giving written notice to Contractor if Company in good faith cancels the Game or for any other reason at Company's sole discretion, without further liability of any kind to Contractor, except that: (i) Company will pay Contractor amounts due pursuant to any outstanding Work Order for Services and Deliverable Items accepted by Company prior to the time of such termination; and (ii) if Contractor delivers to Company, within five (5) business days of the receipt of such termination notice, all partially completed Deliverable Items and all work product related to partially rendered Services that are the subject of any outstanding Work Orders, Company will pay Contractor a prorated portion of the amount that would have been due upon acceptance of such partially completed Deliverable Items or partially rendered Services pursuant to such outstanding Work Orders that reflect the

proportion of the Deliverable Item or the Service that has been completed and delivered or provided to Company; provided, however, that if any outstanding Work Order requires delivery of multiple Deliverable Items on a schedule, Company will not be obligated to pay for any completed or partially completed Deliverable Item other than the next Deliverable Item due after termination in accordance with the schedule set forth in such outstanding Work Order.

7.02 Termination Effect. Upon the termination of this Agreement, Contractor shall immediately return to Company all Company Materials and any other materials or information provided to Contractor by Company.

7.03 Survival. The provisions of Section 3 (Ownership), Section 5 (Confidential Information), Section 6 (Representations and Warranties), this Section 7 (Term and Termination) and Section 8 (General Terms) of this Agreement shall survive the termination or expiration of this Agreement.

7.04 Limitation of Liability. EXCEPT IN CONNECTION WITH A BREACH OF SECTION 5 OR AS PROVIDED IN SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE LOSS OF ANTICIPATED PROFITS ARISING FROM ANY BREACH OF THIS AGREEMENT BY SUCH PARTY, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GENERAL TERMS

8.01 Amendment. No amendment or modification of this Agreement will be made except by an instrument in writing signed by both Parties. No failure of either Party hereto to prosecute its rights with respect to any single or continued breach of this Agreement will act as a waiver of the right of that Party to later exercise any right or remedy granted hereunder with respect to that same or any other breach of this Agreement by the other Party hereto.

8.02 Independent Contractors. Company shall have the right to direct the Services and Contractor, acting as an independent contractor, will be responsible for determining the means and method of performing the Services and producing the Deliverables Items. Contractor is 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. Contractor will be solely responsible for compliance with all worker's and unemployment compensation, medical, dental and disability insurance, social security laws, and any withholding taxes, payroll taxes, unemployment taxes, value-added taxes and other similar taxes or charges on the payments received by Contractor hereunder. Neither Contractor nor any of its employees or subcontractors, if any, is or will become an employee of Company or be entitled to any benefits offered by Company to its employees such as medical or other insurance, vacation or sick time or participation in any incentive plans.

8.03 Equitable Relief. Contractor acknowledges that the performance of its obligations

hereunder and the rights assigned to Company hereunder are of a unique, unusual, extraordinary and intellectual character which gives them a special value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, that a material breach by Contractor of this Agreement will cause Company great and irreparable injury and damage and, therefore, that Company will be entitled to injunctive relief to prevent such injury or damage. In the event of a breach of this Agreement by Company, Contractor's rights and remedies shall be limited to the right to seek damages in an action at law, and in no event shall Contractor be entitled to rescind this Agreement, revoke diminish, alter or otherwise affect any of the rights herein granted, or enjoin the development, production, or exploitation of the Game or any other uses of the Deliverable Items or the results and proceeds of the Services.

8.04 Force Majeure. Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, unavailability of necessary material or supplies or any other cause reasonably beyond the control of such Party ("**Force Majeure**"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within five (5) business days of discovery thereof, and uses its diligent, good faith efforts to perform its obligations or cure the breach. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of thirty (30) days.

8.05 Assignment. This Agreement may not be assigned in whole or in part by Contractor without the prior written consent of Company. Company may assign this Agreement to (i) any affiliated company of Company or (ii) any third party who assumes, expressly or by operation law (such as by merger), the obligations of Company hereunder, without the prior written consent of Contractor. Company also may assign this Agreement or any of its rights hereunder to any party to which it has granted a security interest pursuant to Section 3.07 (each a "**Secured Party**"), or to any assignee, designee, transferee of a Secured Party and/or any person who has purchased such rights from a Secured Party, without the prior written consent of Contractor.

8.06 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Rhode Island, without reference to conflict of laws principles. Any disputes under this Agreement may be brought only in the state or federal courts located in the State of Rhode Island, and both parties hereby consent to the exclusive personal and subject matter jurisdiction and venue of these courts.

8.07 Severability. Should any provision of this Agreement be held to be void, invalid or inoperative, such provision will be enforced to the extent permissible and the remaining provisions of this Agreement will not be affected.

8.08 Notices. Except as otherwise expressly provided in this Agreement, all notices sent by any Party to the other Party pursuant to or in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently given and received for

the purposes of this Agreement if sent to the other Party at the address, facsimile number or email address listed below for such Party, or to such other address, facsimile number or email address of which such Party may so notify the other Party in accordance with the requirements of this Section (i) upon confirmation of receipt if delivered by hand; (ii) upon confirmation of receipt if delivered by facsimile; (iii) upon confirmation of receipt if delivered by a reputable overnight courier; (iv) five (5) business days after being sent by US Mail; or (v) upon receipt by the sender of a reply email from the recipient if sent by email.

If to Company:	If to Contractor:
Address: One Empire Plaza	Address: 468 E. Cypress Avenue, #104
City, State, Zip: Providence, RI 02903	City, State, Zip: Burbank, CA 91501
Attention: Bill Thomas	Attention: Karl Jeffrey Preusser
Telephone: (401) 243-8300	Telephone: (818) 260-9976
Email: bthomas@38studios.com	Email: kpreusser@earthlink.net

8.09 Additional Documents. Contractor agrees to execute any documents and do any other acts which are consistent herewith as may be reasonably required by Company to further evidence or effectuate the rights granted to Company in this Agreement. If Contractor fails to do so within five (5) business days (or less, if exigencies require) following Company's request therefor, Contractor hereby appoints Company as Contractor's attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation.

8.10 Complete Agreement. This Agreement, together with any Work Orders issued from time to time pursuant to this Agreement, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, correspondence and agreements with respect to the same subject matter between the Parties.

8.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and transmission by facsimile shall be considered proper delivery for legal purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

38 Studios, LLC

Name: William C. Thomas
Title: President
Date: 12/8/11

Karl Jeffrey Preusser

Name: Karl Preusser
Title: Composer/Orchestrator
Date: 12/7/11