

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios Baltimore, LLC ("Company") pursuant to the Work For Hire Outsourcing Agreement between Jolie Mandelbaum ("Contractor") and Company, dated as of May 7, 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 agree to assign 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 or their 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 know 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 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 5 hereof.

By: _____

Name: Jolie Mandelbaum

Date: May 11, 2011

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "Agreement") is entered into on this 15th day of July, 2011 (the "Effective Date") by and between:

38 Studios Baltimore, LLC, a Delaware limited liability company with offices at 1954 Greenspring Drive, Suite 520, Timonium, MD 21093 ("Company"); and

Mercenary Technology, LLC, a California limited liability company with offices at 1065 East Hilldale Blvd, Suite 111, Foster City, CA 94404 (the "Contractor," and together with Company, the "Parties" and each a "Party").

WHEREAS, Company has entered into a distribution agreement with a publisher (the "Publisher"), pursuant to which Company shall develop a video game known as *Kingdoms of Amalur: Reckoning* (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 produces content for, or performs 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 therefore (along with any other relevant terms or conditions), will be set forth in one or more work orders 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. 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. 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 Corrections (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 or the Publisher, (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 or the Publisher and (ii) pending the development and provision of each such Program Error Correction, Contractor shall use diligent efforts to deliver to Company and the Publisher 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, at no additional cost to Company or the Publisher, that 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 or the Publisher.

(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, (ii) does not function in accordance with its specifications or (iii) 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, provided that such access shall not unreasonably interfere with provision of the Services or completion 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.** Company agrees to pay Contractor the sums set forth in the various Work Orders within thirty days of the date upon which Company receives an invoice for such sums, provided that no invoice shall be issued with respect to any sum prior to the due date therefore in accordance with the relevant Work Order and, provided, further, that 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, all elements or constituent parts thereof and all copyrights and renewals and extensions of copyrights therein and thereto, from the time of their creation by Contractor, without regard to whether such Services or Deliverable Item have 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 extensions or renewals thereof, and any trademarks and other intellectual property rights therein. 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 and agrees never to assert any and all 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 agrees to require that all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), will, prior to the receipt of any Confidential Information of Company, execute an agreement substantially in the form attached hereto as **Exhibit B**, or in such other form as Contractor may choose, 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 deliver such agreements to Company.

3.05 **Protection of Intellectual Property Rights.** Contractor will cooperate with Company, at Company's expense, in obtaining patent, copyright, trademark or other statutory 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 execute such other documents of registration and recordation as may be necessary 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, the Publisher and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Publisher and 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 pledge the Deliverable Items, the results and proceeds of the Services and this Agreement as security for a loan and completion bond in connection with funding of 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 the Company, (ii) the completion or termination of all Work Orders and (iii) the 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 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 Publisher and 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) The Services will be performed in accordance with, and the Deliverable Items will conform to, all applicable laws and regulations as well as the highest professional standards of the industry and 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 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.

(i) 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 Deliverable 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 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, including but not limited to the Publisher and the Secured Parties, arising out of any information or material supplied by Contractor to Company in connection with this Agreement (including the Services and the Deliverable Items) or the breach by Contractor of any of its representations, warranties or other obligations under this Agreement.

6.03 Company Indemnity. Company shall indemnify and hold harmless Contractor and its affiliates, and their 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 against the other Party (the "**Indemnifying Party**") pursuant to Sections 6.02 or 6.03 above, the Indemnifying Party's obligation to provide such indemnification will be conditioned on prompt notice of such claim (including the nature of the claim and the amount of damages and nature of other relief sought of known to the Indemnified Party) being provided to the Indemnifying Party by the Party against which such action is brought (the "**Indemnified Party**"). 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 confidential without the prior approval of the Indemnified Party, which approval will not be unreasonably withheld. 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.

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 the 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 Cancellation. Company may terminate this Agreement at any time by giving written notice to Contractor if the Publisher terminates the distribution agreement for 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 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 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. 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 responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, value-added taxes and other similar taxes or charges on the payments received by Contractor hereunder.

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.

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, shortages of 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 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 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either Party may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 5 (Confidentiality) hereof.

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

Attention: Michael Fridley
Facsimile: (410) 842-0046
Telephone: (443) 279-1559
Email: mfridley@bighugegames.com

If to Contractor:

Address: 1065 East Hilldale Blvd, Suite 111, Foster City, CA 94404

Attention: Bill Chinn
Facsimile:
Telephone: (650) 627-4565
Email: bchinn@mercenarytechnology.com

8.09 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.

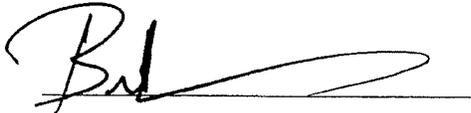
38 Studios Baltimore, LLC



Name: Jen MacLean

Title: CEO

Mercenary Technology, LLC



Name: Bill Chinn

Title: CEO

EXHIBIT A

RECKONING WORK ORDER FORM

Date: July 15, 2011

Work Order #: MT_July2011

Contractor: Mercenary Technology, LLC

Address: 1065 East Hilldale Blvd, Suite 111, Foster City, CA 94404

Telephone: (650) 627-4565

Email address: bchinn@mercenarytechnology.com

THIS WORK ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN 38 Studios Baltimore, LLC ("COMPANY") AND Mercenary Technology, LLC ("CONTRACTOR") DATED July 15, 2011 (THE "AGREEMENT").

Services: Contactor will provide programming support for console certification as required.

DELIVERABLE ITEM	DELIVERY DATE	AMOUNT (subject to the conditions below)
Programming Support for Console Certification as Required.	July 31, 2011	US\$9,000
TOTAL:		US\$9,000.00

Designated Team:

Pursuant to Section 1.02 of the Agreement, Contractor appoints Cleve Cheng as the exclusive employee member of the Designated Team to perform all of the Services and deliver all of the Deliverable Items referenced herein.

Additional Conditions:

Contractor will be provided with the following materials pursuant to Section 4 of the Agreement, which will be treated as Confidential Information of Company pursuant to Section 5 of the Agreement, and shall be returned by Contractor to Company upon completion of the Services and Deliverable Items detailed above or as otherwise requested by Company pursuant to Section 4 of the Agreement:

1. Source Code and document access as required for defined Deliverable Items.

The minimum hardware and software requirements that the Contractor will provide are:

1. PlayStation 3 Development Kit
2. Xbox 360 Development Kit
3. A suitable PC
4. Microsoft Visual Studio

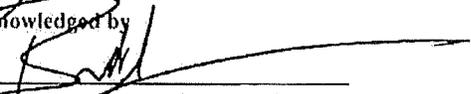
Any other tools or hardware beyond this will be loaned to Contractor by Company if necessary.

Company Contact Person: Michael Fridley

Contact Email Address: mfridley@bighugogames.com

Company Authorization: 

Acknowledged by

By: 

Name: BILL CHINN

Date: 7/20/2011

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios Baltimore, LLC ("Company") pursuant to the Work For Hire Outsourcing Agreement between Mercenary Technology, LLC ("Contractor"), by which I am employed, and Company, dated as of July 15, 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 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Company may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 2 hereof.

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.

By: 

Name: BILL CHINN

Date: JULY 19, 2011

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "Agreement") is entered into on this June 2, 2011 (the "Effective Date") by and between:

38 Studios Baltimore LLC, a Delaware limited liability company with offices at 1954 Greenspring Drive, Suite 520, Timonium MD 21093 ("Company"); and

Nic Raine, an individual contractor with an address of Sankt Florian Str. 15, 17168 Schwetzin, GERMANY (the "Contractor," and together with Company, the "Parties" and each a "Party").

WHEREAS, Company has entered into a distribution agreement with a publisher (the "Publisher"), pursuant to which Company shall develop a video game known as *Kingdoms of Amalur: Reckoning* (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 produces content for, or performs 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 therefore (along with any other relevant terms or conditions), will be set forth in one or more work orders 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. 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 ten (10) 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 reasonably detailed 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 diligent 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. 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 Corrections (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 or the Publisher, (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 or the Publisher and (ii) pending the development and provision of each such Program Error Correction, Contractor shall use diligent efforts to deliver to Company and the Publisher 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, at no additional cost to Company or the Publisher, that 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 or the Publisher.

(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, (ii) does not function in accordance with its specifications or (iii) 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, provided that such access shall not unduly interfere with provision of the Services or completion 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. The parties agree that Contractor shall be paid the total sum set forth in a Work Order in two equal installments. Contractor shall issue an invoice for the first installment after performing half

of the Services and completing half of the tasks required for the successful delivery of the Deliverable Items in the relevant Work Order. Contractor shall issue an invoice for the second and final installment after completing the remaining Services and delivering the Deliverable Items in accordance with the relevant Work Order. Company agrees to pay Contractor for each of the two installments in the relevant Work Order within thirty (30) days of the date upon which Company receives an invoice for such installment, provided that the invoice for the second installment shall not be issued prior to the due date therefore in accordance with the relevant Work Order and, provided further that the invoice for the second installment shall not 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, all elements or constituent parts thereof and all copyrights and renewals and extensions of copyrights therein and thereto, from the time of their creation by Contractor, without regard to whether such Services or Deliverable Item have 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 extensions or renewals thereof, and any trademarks and other intellectual property rights therein. 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 and agrees never to assert any and all 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 agrees to require that all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), will, prior to the receipt of any Confidential Information of Company, execute an agreement substantially in the form attached hereto as **Exhibit B**, or in such other form as Contractor may choose, 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 deliver such agreements to Company.

3.05 **Protection of Intellectual Property Rights.** Contractor will cooperate with Company, at Company's expense, in obtaining patent, copyright, trademark or other statutory 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 execute such other documents of registration and recordation as may be necessary 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, the Publisher and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Publisher and the Secured Parties.

3.07 Security Interest. Company shall be entitled to pledge the Deliverable Items, the results and proceeds of the Services and this Agreement as security for a loan and completion bond in connection with funding of 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 [(i) intellectual property associated with "Kingdoms of Amalur: Reckoning" (the "Licensed Materials"), which has been licensed to Company by the Publisher, and (ii)] intellectual property developed by Company for use in the Game[, provided that such intellectual property shall not include any third party software such as the [game engine]], which if applicable shall be the subject of a separate sublicense agreement (the "Company Materials"). Company grants to Contractor a non-exclusive, revocable, royalty-free, non-assignable and non-sublicensable (except as provided for herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the [Licensed Materials and 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 [Licensed Materials or 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 earlier of (i) the completion or termination of all Work Orders and (ii) the completion of the Game by Company.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall return to Company all [Licensed Materials,] 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 without breach of a nondisclosure obligation and without restriction on disclosure, and (iii) information that is required 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 Mutual Confidential Information, (iii) the Deliverable Items and the results and proceeds of the Services, (iv) the [Licensed Materials, 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, and (v) any additional information designated in writing as “confidential” by Company or its affiliates.

(c) “**Confidential Information of Contractor**” means: (i) the Mutual Confidential Information, and (ii) any information designated in writing as “confidential” by Contractor, excluding the Confidential Information of Company that is not Mutual Confidential Information.

(d) “**Mutual Confidential Information**” means: (i) the terms of this Agreement, including any exhibit or amendment hereto, (ii) the contents of any Work Order, and (iii) the contents of any discussions directly or indirectly related to (i) and (ii) of this subparagraph 5.01(d).

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 Publisher and 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 [Licensed Materials and 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 which are inconsistent with the rights assigned to Company herein.

(g) Contractor warrants that the Services will be performed in accordance with, and the Deliverable Items will conform to, all applicable laws and regulations as well as the professional standards of the industry and 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 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. Consultant represents and warrants that all Hardware and Software used by Consultant shall be properly licensed at all times from the applicable owner.

(i) 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 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 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 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, including but not limited to the Publisher and the Secured Parties, arising out of any information or material supplied by Contractor to Company in connection with this Agreement or the breach by Contractor of any of its representations, warranties or other obligations under this Agreement.

6.03 Company Representations. Company makes the following representations and warranties to Company:

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

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

(c) Compliance by Company 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 Company is a party. Company 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) The Company Materials (i) 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 (ii) to the best of Company's knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.

6.04 Company Indemnity. Company shall indemnify and hold harmless Contractor and its affiliates, and their 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 arising out of the Company Materials or the breach by Company of any of its representations, warranties or other obligations under this Agreement.

6.05 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought against the other Party (the "Indemnifying Party") pursuant to Sections 6.02 or 6.04 above, the Indemnifying Party's obligation to provide such indemnification will be conditioned on prompt notice of such claim (including the nature of the claim and the amount of damages and nature of other relief sought) being provided to the Indemnifying Party by the Party against which such action is brought (the "Indemnified Party"). 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 material 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 confidential without the prior approval of the Indemnified Party, which approval will not be unreasonably withheld. 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.

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 either Party of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by the other Party, then the nonbreaching Party 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 Cancellation. Company may terminate this Agreement at any time by giving written notice to Contractor if the Publisher terminates the distribution agreement for 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 Licensed Materials, 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 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. 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 responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, value-added taxes and other similar taxes or charges on the payments received by Contractor hereunder.

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.

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, shortages of 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 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 one (1) month.

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 any affiliated company of Company without the prior written consent of Contractor. Company also may assign this Agreement or any of its right 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 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing,

prevent or that a violation of Section 5 (Confidentiality) hereon.

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 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: 1954 Greenspring Drive, Suite 520, Timonium MD 21093

Attention: Michael Fridley
Facsimile: (410) 842-0046
Telephone: (443) 279-1559
Email: mfridley@bighugegames.com

If to Contractor:

Address: ~~Sankt Florian Str. 15, 17168 Schwetzin, GERMANY~~

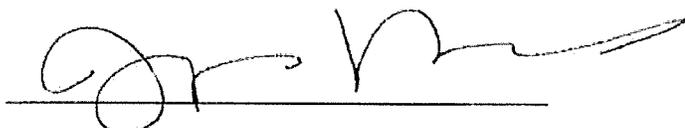
Attention: ~~Nic Raine~~
Facsimile:
Telephone: ~~0049 (0) 39975 75959~~
Email: ~~nic@rainemusic.co.uk~~

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 BALTIMORE, LLC



Name: Jen MacLean

RECKONING WORK ORDER FORM

Date: June 2, 2011
Contractor: Nic Raine
Address: Sankt Florian Str. 15, 17168 Schwetzin, GERMANY
Telephone: 0049 (0) 39975 75959
Email address: nic@rainemusic.co.uk

Work Order #:M1

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN [COMPANY] ("COMPANY") AND Nic Raine ("CONTRACTOR") DATED June 2, 2011 (THE "AGREEMENT").

Services: Contact will provide Orchestration and Conducting for an estimated 130 minutes of Music over 7 recording sessions.

DELIVERABLE ITEM	DELIVERY DATE	AMOUNT (subject to the conditions below)
Orchestration for 130 minutes of Music	August 1, 2011	€25,220.00
Conducting for 7 recording sessions	August 1, 2011	€3,990.00,
TOTAL:		€29,210.00

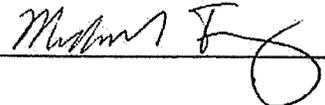
Additional Conditions:

Contractor will be provided with the following materials pursuant to Section 4 of the Agreement, which will be treated as Confidential Information of Company pursuant to Section 5 of the Agreement, and shall be returned by Contractor to Company upon completion of the Services and Deliverable Items detailed above or as otherwise requested by Company pursuant to Section 4 of the Agreement:

1. Sheet music for Reckoning.

Company Contact Person: Michael Fridley

Contact Email Address: mfridley@bighugegames.com

Company Authorization: 

Acknowledged by

By: 

Name: NIC RAINÉ

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios Baltimore, LLC ("Company") pursuant to the Work For Hire Outsourcing Agreement between Nic Raine ("Contractor") and Company, dated as of June 2, 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 agree to assign 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 or their 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 know 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 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 2 hereof.

By: 

Name: NIC RAINE

Date: 6/16/2011

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "Agreement") is entered into on this June 7, 2011 (the "Effective Date") by and between:

38 STUDIOS BALTIMORE, LLC, a Delaware limited liability company with offices at 1954 Greenspring Drive, Suite 520, Timonium MD 21093 ("Company"); and

TADLOW MUSIC LTD, a *foreign* owned enterprise with offices at 57 High Street, Tadlow, Royston, Herts, SG8 0EU, United Kingdom (the "Contractor," and together with Company, the "Parties" and each a "Party").

WHEREAS, Company has entered into a distribution agreement with a publisher (the "Publisher"), pursuant to which Company shall develop a video game known as *Kingdoms of Amalur: Reckoning* (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 produces content for, or performs 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 therefore (along with any other relevant terms or conditions), will be set forth in one or more work orders 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. 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. After completion of any Service and delivery of any Deliverable Item by a means acceptable to Company, Company will have ten (10) 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 reasonably detailed 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 diligent 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. 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 Corrections (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 or the Publisher, (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 or the Publisher and (ii) pending the development and provision of each such Program Error Correction, Contractor shall use diligent efforts to deliver to Company and the Publisher 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, at no additional cost to Company or the Publisher, that 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 or the Publisher.
- (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, (ii) does not function in accordance with its specifications or (iii) 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, provided that such access shall not unduly interfere with provision of the Services or completion 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 the sums set forth in a Work Order in accordance with the payment terms outlined in such Work Order. 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, all elements or constituent parts thereof and all copyrights and renewals and extensions of copyrights therein and thereto, from the time of their creation by Contractor, without regard to whether such Services or Deliverable Item have 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 extensions or renewals thereof, and any trademarks and other intellectual property rights therein. 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 and agrees never to assert any and all 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 agrees to require that all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), will, prior to the receipt of any Confidential Information of Company, execute an agreement substantially in the form attached hereto as Exhibit B, or in such other form as Contractor may choose, 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 deliver such agreements to Company.

3.05 Protection of Intellectual Property Rights. Contractor will cooperate with Company, at Company's expense, in obtaining patent, copyright, trademark or other statutory 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 execute such other documents of registration and recordation as may be necessary 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, the Publisher and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Publisher and the Secured Parties.

3.07 Security Interest. Company shall be entitled to pledge the Deliverable Items, the results and proceeds of the Services and this Agreement as security for a loan and completion bond in connection with funding of 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 [(i) intellectual property associated with "Kingdoms of Amalur: Reckoning" (the "Licensed Materials"), which has been licensed to Company by the Publisher, and (ii)] intellectual property developed by Company for use in the Game[, provided that such intellectual property shall not include any third party software such as the [game engine]], which if applicable shall be the subject of a separate sublicense agreement (the "Company Materials"). Company grants to Contractor a non-exclusive, revocable, royalty-free, non-assignable and non-sublicensable (except as provided for herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the [Licensed Materials and 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 [Licensed Materials or 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 earlier of (i) the completion or termination of all Work Orders and (ii) the completion of the Game by Company.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall return to Company all [Licensed Materials,] 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 without breach of a nondisclosure obligation and without restriction on disclosure, and (iii) information that is required 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 Mutual Confidential Information, (iii) the Deliverable Items and the results and proceeds of the Services, (iv) the [Licensed Materials, 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, and (vi) any additional information designated in writing as “confidential” by Company or its affiliates.

(c) **“Confidential Information of Contractor”** means: (i) the Mutual Confidential Information, and (ii) any information designated in writing as “confidential” by Contractor, excluding the Confidential Information of Company that is not Mutual Confidential Information.

(d) **“Mutual Confidential Information”** means: (i) the terms of this Agreement, including any exhibit or amendment hereto, (ii) the contents of any Work Order, and (iii) the contents of any discussions directly or indirectly related to (i) and (ii) of this subparagraph 5.01(d).

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 Publisher and 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 [Licensed Materials and 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 which are inconsistent with the rights assigned to Company herein.

(g) Contractor warrants that the Services will be performed in accordance with, and the Deliverable Items will conform to, all applicable laws and regulations as well as the professional standards of the industry and 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 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. Consultant represents and warrants that all Hardware and Software used by Consultant shall be properly licensed at all times from the applicable owner.

(i) 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 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 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 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, including but not limited to the Publisher and the Secured Parties, arising out of any information or material supplied by Contractor to Company in connection with this Agreement or the breach by Contractor of any of its representations, warranties or other obligations under this Agreement.

6.03 Company Representations. Company makes the following representations and warranties to Company:

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

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

(c) Compliance by Company 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 Company is a party. Company 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) The Company Materials (i) 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 (ii) to the best of Company's knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.

6.04 Company Indemnity. Company shall indemnify and hold harmless Contractor and its affiliates, and their 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 arising out of the Company Materials or the breach by Company of any of its representations, warranties or other obligations under this Agreement.

6.05 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought against the other Party (the "Indemnifying Party") pursuant to Sections 6.02 or 6.04 above, the Indemnifying Party's obligation to provide such indemnification will be conditioned on prompt notice of such claim (including the nature of the claim and the amount of damages and nature of other relief sought) being provided to the Indemnifying Party by the Party against which such action is brought (the "Indemnified Party"). 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 material 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 confidential without the prior approval of the Indemnified Party, which approval will not be unreasonably withheld. 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.

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 either Party of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by the other Party, then the nonbreaching Party 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 Cancellation. Company may terminate this Agreement at any time by giving written notice to Contractor if the Publisher terminates the distribution agreement for 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 Licensed Materials, 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 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. 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 responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, value-added taxes and other similar taxes or charges on the payments received by Contractor hereunder.

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.

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, shortages of 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 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 one (1) month.

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 any affiliated company of Company without the prior written consent of Contractor. Company also may assign this Agreement or any of its right 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 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either Party may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 5 (Confidentiality) hereof.

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 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: 1954 Greenspring Drive, Suite 520, Timonium MD 21093

Attention: Michael Fridley
Facsimile: (410) 842-0046
Telephone: (443) 279-1559
Email: mfridley@bighugegames.com

If to Contractor:

Address: 57 High Street, Tadlow, Royston, Herts, SG8 0EU, United Kingdom

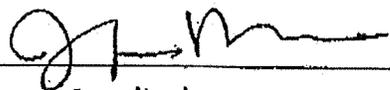
Attention: James Fitzpatrick (TADLOW MUSIC LTD)
Facsimile:
Telephone: 00 44 797 181 4674
Email: tadlowmusic@hotmail.com

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 BALTIMORE, LLC



Name: Jen MacLean

Title: CEO

TADLOW MUSIC LTD



Name: James Fitzpatrick

Title: Managing Director

EXHIBIT A

RECKONING WORK ORDER FORM

Date: June 7, 2011
Contractor: TADLOW MUSIC LTD
Address: 57 High Street, Tadlow, Royston, Herts, SG8 0EU, United Kingdom
Telephone: 00 44 797 181 4674
Email address: fadlowmusic@hotmail.com

Work Order #:M2

THIS WORK ORDER IS SUBJECT TO THE TERMS OF THAT CERTAIN WORK FOR HIRE OUTSOURCING AGREEMENT BETWEEN [COMPANY] ("COMPANY") AND TADLOW MUSIC LTD ("CONTRACTOR") DATED June 7, 2011 (THE "AGREEMENT").

Services:

Contractor will provide recording for Kingdoms of Amalur: Reckoning game score over eight (8) days.

Deliverable Items:

Contractor shall deliver the following Deliverable Items.

DELIVERABLE ITEM	DELIVERY DATE	AMOUNT (subject to the conditions below)
Musicians (8 sessions)	July 20, 2011	£29,323
Translator	July 20, 2011	£640
Orchestra Manager	July 20, 2011	£640
Studio (including equipment set-up and take-down)	July 20, 2011	£4,760
Engineer	July 20, 2011	£1,600
Pro-Tools (48 tracks, Version 8)	July 20, 2011	£1,000
Contracting Fee	July 20, 2011	£3,200
Music Producer	July 20, 2011	£2,000
Music Copyist Services (Extraction and formatting of orchestral parts from full score, proof reading, printing of scores and parts, taping, padding etc.)	July 20, 2011	£2,200
Post Production (Editing, Mixing, Mastering)	July 20, 2011	£3,000
TOTAL:		£48,363.00

Payment Terms:

Contractor shall be paid the total sum set forth in this Work Order in two equal installments. Contractor shall issue an invoice for the first installment prior to commencing any of the Services or tasks required for the successful delivery of the Deliverable Items indicated herein. Contractor shall issue an invoice for the second and final installment after completing the Services and delivering the Deliverable Items in accordance with this Work Order and the Agreement. Company agrees to pay Contractor for each of the two installments within thirty (30) days of the date upon which Company receives an invoice for such installment, provided that the invoice for the second installment shall not be issued prior to the latest delivery date specified herein and, provided further that the invoice for the second installment shall not be due and payable until Company has accepted the Deliverable Items specified herein in accordance with Section 1.03 of the Agreement.

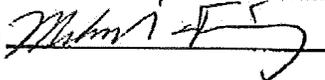
Additional Conditions:

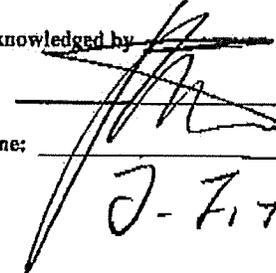
Contractor will be provided with the following materials pursuant to Section 4 of the Agreement, which will be treated as Confidential Information of Company pursuant to Section 5 of the Agreement, and shall be returned by Contractor to Company upon completion of the Services and Deliverable Items detailed above or as otherwise requested by Company pursuant to Section 4 of the Agreement:

1. Music and video as required for this assignment.

Company Contact Person: MICHAEL FRIDLEY

Contact Email Address: MFRIDLEY@BIGHUGEGAME.COM

Company Authorization: 

Acknowledged by 

By: _____

Name: _____

J. FITZPATRICK

EXHIBIT B

ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

I, the undersigned, am performing services for 38 Studios Baltimore, LLC ("Company") pursuant to the Work For Hire Outsourcing Agreement between James Fitzpatrick (TADLOW MUSIC LTD) ("Contractor") and Company, dated as of June 7, 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 agree to assign 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 or their 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 know 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 Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of California, without reference to conflict of laws principles. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in San Francisco, California in accordance with the commercial rules of the JAMS/Endispute, and judgment upon the arbitral award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may initiate an action in the courts of competent jurisdiction in a convenient forum to seek to prevent or halt a violation of Section 2 hereof.

By: _____

Name: _____

Date: _____

[Handwritten Signature]
J. FITZPATRICK
Aug 3rd 2011

WORK FOR HIRE OUTSOURCING AGREEMENT

This work for hire outsourcing agreement (the "Agreement") is entered into on this May 23rd, 2011 (the "Effective Date") by and between:

38 Studios Baltimore LLC, a wholly US-owned enterprise incorporated and existing under the laws of Delaware with its principal place of business at 1954 Greenspring Drive, Suite 520, Timonium MD 21093 ("Company"); and

Eric Undersander, an individual contractor with an address of 8497 Old Highway Rd N, St. Cloud, MN 56301, (the "Contractor," and together with Company, the "Parties" and each a "Party").

WHEREAS, Company has entered into a distribution agreement with a publisher (the "Publisher"), pursuant to which Company shall develop a video game known as *Kingdoms of Amalur: Reckoning* (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 produces content for, or performs 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 therefore (along with any other relevant terms or conditions), will be set forth in one or more work orders 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. 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 ten (10) 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 reasonably detailed 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 diligent 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. 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 Corrections (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 or the Publisher, (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 or the Publisher and (ii) pending the development and provision of each such Program Error Correction, Contractor shall use diligent efforts to deliver to Company and the Publisher 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, at no additional cost to Company or the Publisher, that 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 or the Publisher.

(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, (ii) does not function in accordance with its specifications or (iii) 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, provided that such access shall not unduly interfere with provision of the Services or completion 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.** Company agrees to pay Contractor the sums set forth the various Work Orders within fifteen (15) business days of the date upon which Company receives an invoice for such sums, provided that no invoice shall be issued with respect to any sum prior to the due date therefore in accordance with the relevant Work Order. 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, all elements or constituent parts thereof and all copyrights and renewals and extensions of copyrights therein and thereto, from the time of their creation by Contractor, without regard to whether such Services or Deliverable Item have 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 extensions or renewals thereof, and any trademarks and other intellectual property rights therein. Company shall have the exclusive right forever throughout the universe to change, adapt, modify, use, combine with other material, 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 and agrees never to assert any and all 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 agrees to require that all members of the Designated Team and all other Contractor employees that will have access to any Confidential Information of Company (as defined below), will, prior to the receipt of any Confidential Information of Company, execute an agreement substantially in the form attached hereto as **Exhibit B**, or in such other form as Contractor may choose, 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 delivery such agreements to Company.

3.05 Protection of Intellectual Property Rights. Contractor will cooperate with Company, at Company's expense, in obtaining patent, copyright, trademark or other statutory 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 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 execute such other documents of registration and recordation as may be necessary 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, the Publisher and the Secured Parties (as defined below) as the terms of this Agreement and (ii) the prior written approval of the Publisher and the Secured Parties.

3.07 Security Interest. Company shall be entitled to pledge the Deliverable Items, the results and proceeds of the Services and this Agreement as security for a loan and completion bond in connection with funding of 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 [(i) intellectual property associated with "Kingdoms of Amalur: Reckoning" (the "Licensed Materials"), which has been licensed to Company by the Publisher, and (ii)] intellectual property developed by Company for use in the Game[, provided that such intellectual property shall not include any third party software such as the [game engine]], which if applicable shall be the subject of a separate sublicense agreement (the "Company Materials"). Company grants to Contractor a non-exclusive, revocable, royalty-free, non-assignable and non-sublicensable (except as provided for herein) license to use, reproduce, modify and otherwise create derivative works based on or derived from the [Licensed Materials and 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 [Licensed Materials or 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 earlier of (i) the completion or termination of all Work Orders and (ii) the completion of the Game by Company.

4.02 Return of Materials. At any time upon demand of Company, whether or not this Agreement has been terminated, Contractor shall return to Company all [Licensed Materials,] 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 without breach of a nondisclosure obligation and without restriction on disclosure, and (iii) information that is required 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 Mutual Confidential Information, (iii) the Deliverable Items and the results and proceeds of the Services, (iv) the [Licensed Materials, 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, and (vi) any additional information designated in writing as “confidential” by Company or its affiliates.

(c) “**Confidential Information of Contractor**” means: (i) the Mutual Confidential Information, and (ii) any information designated in writing as “confidential” by Contractor, excluding the Confidential Information of Company that is not Mutual Confidential Information.

(d) “**Mutual Confidential Information**” means: (i) the terms of this Agreement, including any exhibit or amendment hereto, (ii) the contents of any Work Order, and (iii) the contents of any discussions directly or indirectly related to (i) and (ii) of this subparagraph 5.01(d).

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 Publisher and 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 [Licensed Materials and 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 which are inconsistent with the rights assigned to Company herein.

(g) Contractor warrants that the Services will be performed in accordance with, and the Deliverable Items will conform to, all applicable laws and regulations as well as the professional standards of the industry and 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 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. Consultant represents and warrants that all Hardware and Software used by Consultant shall be properly licensed at all times from the applicable owner.

(i) 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 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 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 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, including but not limited to the Publisher and the Secured Parties, arising out of any information or material supplied by Contractor to Company in connection with this Agreement or the breach by Contractor of any of its representations, warranties or other obligations under this Agreement.

6.03 Company Representations. Company makes the following representations and warranties to Company:

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

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

(c) Compliance by Company 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 Company is a party. Company 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) The Company Materials (i) 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 Companys' knowledge, do not and will not infringe upon or misappropriate any patent rights or other proprietary rights of any third party.

6.04 Company Indemnity. Company shall indemnify and hold harmless Contractor and its affiliates, and their 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 arising out of the Company Materials or the breach by Company of any of its representations, warranties or other obligations under this Agreement.

6.05 Indemnified Actions. If any action shall be brought against one of the Parties hereto in respect to which indemnity may be sought against the other Party (the "Indemnifying Party") pursuant to Sections 6.02 or 6.04 above, the Indemnifying Party's obligation to provide such indemnification will be conditioned on prompt notice of such claim (including the nature of the claim and the amount of damages and nature of other relief sought) being provided to the Indemnifying Party by the Party against which such action is brought (the "Indemnified Party"). 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 material 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 confidential without the prior approval of the Indemnified Party, which approval will not be unreasonably withheld. 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.

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 either Party of a material provision hereof, which breach is not cured within ten (10) days after written notice thereof by the other Party, then the nonbreaching Party 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 Cancellation. Company may terminate this Agreement at any time by giving written notice to Contractor if the Publisher terminates the distribution agreement for 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 return to Company all [Licensed Materials,] 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 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. 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 responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, value-added taxes and other similar taxes or charges on the payments received by Contractor hereunder.

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.

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, shortages of material or supplies or any other cause reasonably beyond the control of such Party ("Force Majeure"), provided that such Party gives the