

To Tenant:

GREEN MONSTER GAMES, LLC
c/o Green Monster Games Manager, LLC
5 Clock Tower Place
Suite 140
Maynard, MA 01754
Attn: Curt Schilling, President

With a copy to:

Fox Rothschild LLP
2000 Market Street, 10th Floor
Philadelphia, PA 19103
Attention: Edward J. Hayes, Esq.

Such notice shall be delivered in hand or deposited in the United States mail, postage prepaid by registered or certified mail, return receipt requested or by overnight courier service. Any such address may be changed to any other address within the United States by written notice given in the aforesaid manner by the party desiring to effect the change. Any notice given in the aforesaid manner shall be deemed to have been duly given and received when so hand delivered or three (3) days after being deposited with the United States Postal Service.

F. Authority to Execute. Tenant and Landlord covenant that the signatory of this Lease on behalf of each party is duly authorized to execute this Lease. Tenant shall provide at execution of this Lease a corporate resolution in the form attached as Exhibit B authorizing the officers to bind the corporation or other legal document to provide such evidence.

G. Parking. Tenant shall be allowed to use the parking spaces in the parking lots and garage serving the Project on an unreserved, unassigned basis in areas designated by Landlord from time to time. Notwithstanding the foregoing, Landlord reserves the right at any time to assign and reserve parking spaces and areas for specific individuals and/or tenants.

H. Holding Over. In the event that Tenant or anyone claiming by, through or under Tenant shall remain on the Premises after the termination of this Lease or any renewals, extensions or modifications thereof, Tenant shall forthwith be liable for and pay two (2) times the rent paid for the last month of the term of this Lease.

I. Signage. No signs, billboards, posters or advertising materials of any type or description shall be erected or kept by the Tenant on the interior common areas or the exterior of the building without the prior written consent and approval of the Landlord. Notwithstanding the foregoing, Tenant may erect (i) a sign stating its name or logo on its main entrance door and (ii) exterior Building signage (on the Walnut Street side), at Tenant's sole cost and subject to the Town of Maynard Bylaws and subject to Landlord's approval which shall not be unreasonably withheld. This sign will be restricted to a decal if mounted on the glass surface. Tenant will be included in all Building interior sign programs at Landlord's sole cost and expense.

J. Additional Remedies on Default. Notwithstanding any termination of this Lease or any re-entry by Landlord, Tenant agrees to pay and be liable for amounts equal to the present value of the rent and any other charges herein reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not re-entered the Premises and whether the Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be relet in whole or in part, by Landlord, Tenant shall be entitled to a credit in the amount of the rent received by Landlord in reletting after deduction of reasonable expenses in reletting the Premises and in collecting the rent in connection therewith. Landlord shall use commercially reasonable efforts to re-let the Premises. Notwithstanding the foregoing to the contrary, Landlord shall be under no obligation to rent the Premises ahead of any other available space. Landlord's remarketing the Premises consistent with its past efforts shall constitute sufficient efforts for this Section.

K. Estoppel Certificate. Upon not less than six (6) business days prior written request, the Tenant agrees to execute, acknowledge, and deliver a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been any modifications that the same are in full force and effect as modified and stating the modification), and the dates to which the rent hereunder and other charges have been paid and any other information reasonably requested. Any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee or lending source.

L. Confidentiality. Each party agrees that the terms of this Lease shall remain confidential and that any breach of this clause shall constitute a breach of the Lease. Notwithstanding the foregoing to the contrary, the parties agree to cooperate in determining the terms which may be disclosed in the contemplated press releases for Banker & Tradesman, The Boston Globe and other area publications.

M. Cleaning. Tenant shall be responsible for the cost of cleaning the Premises which shall be arranged by Tenant. Tenant must use Landlord's designated cleaning service, which shall be paid for by Tenant.

N. Alterations. Except as set forth in the Lease, all alterations and additions to the Premises shall be installed at Tenant's expense only in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, which approval may be withheld by Landlord in its sole discretion. All work performed on the Premises shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord or by Landlord's general contractor. Prior to the commencement of work, Tenant shall provide adequate security to Landlord to ensure that the work will be paid by Tenant upon completion.

O. Relocation. Landlord reserves the right to relocate Tenant to other space within the Project by giving Tenant thirty (30) days written notice of such intention to relocate. On the date of such relocation, this Lease shall be amended by deleting the description of the Premises and substituting therefore the description of such new space. In the event Landlord notifies Tenant of its intention to relocate Tenant to other space within the Project, Tenant shall compile an estimate of costs for such relocation including reasonable costs incurred as a result of business

interruption and shall transmit the same to Landlord. If in Landlord's sole discretion, Landlord determines that it shall pursue said relocation, Landlord shall relocate Tenant, pay the costs of moving Tenant to such other space within the Project, and reimburse Tenant for any costs incurred as a result of business interruption, provided that in no event shall Landlord be obligated to pay more than the estimate provided. Notwithstanding the foregoing to the contrary, Landlord may, at Landlord's election, provide a credit to Tenant against payments of Rent due from Tenant under this Lease in lieu of reimbursing Tenant as provided herein, provided that if the credit is not exhausted as of the Term Expiration Date Landlord shall refund any amounts owed to Tenant within sixty (60) days after the Term Expiration Date.

P. Guaranty. Intentionally Deleted.

Q. Condominium. Landlord reserves the right at any time to convert the Project into a condominium in accordance with M.G.L. c. 183A; provided that such conversion shall not prohibit or interfere with Tenant's use of the Premises. Tenant agrees to execute all reasonably necessary documentation to effectuate said conversion.

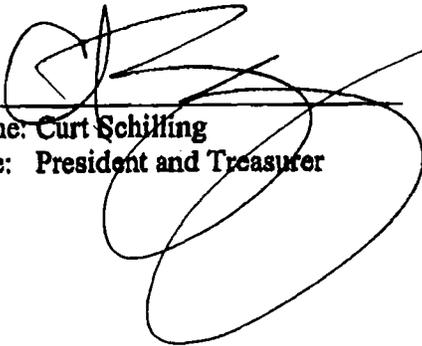
R. Financial Statements. Tenant agrees to deliver no more than two (2) times per year, upon request from Landlord: (1) statements of cash flows of the Tenant, (2) income statements of the Tenant, and (3) balance sheets of the Tenant, all such statements to be in reasonable detail, including all supporting schedules and comments; the statements and balance sheets to be audited by an independent certified public accountant, and certified by such accountants to have been prepared in accordance with GAAP and to present fairly the financial position and results of operations of the Tenant. Notwithstanding the foregoing, Tenant agrees to deliver financial statements: (a) at any time upon request from Landlord if Tenant is in default (beyond applicable notice and cure) of its obligations under this Lease, and (b) as a condition of Tenant's request for Landlord's consent to assign this Lease or sublet the whole or any part of the Premises.

S. No Accord and Satisfaction. No acceptance by Landlord of a lesser sum than the rent and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent and additional rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

[SIGNATURES FOLLOW ON NEXT PAGE]

GREEN MONSTER GAMES, LLC.

By: Green Monster Games Manager, LLC

By: 
Name: **Curt Schilling**
Title: **President and Treasurer**

**WELLESLEY/ROSEWOOD MAYNARD
MILLS LIMITED PARTNERSHIP**

**By: Wellesley Mills Corporation,
Its General Partner**

By: 
Name: **MAURICIO SILVA.**
Title: **DIRECTOR OF ASSET MANAGEMENT
WELLESLEY ADVISORS LLC
DULY AUTHORIZED REPRESENTATIVE FOR
WELLESLEY MILLS CORPORATION.**

EXHIBITS

EXHIBIT A FLOOR PLAN

EXHIBIT B SECRETARY'S CERTIFICATE

EXHIBIT C GUARANTY (Intentionally Omitted)

EXHIBIT D RULES & REGULATIONS

EXHIBIT E OPTION TO EXTEND

EXHIBIT E-1 MARKET RENT

EXHIBIT A

Floor Plan (attached)

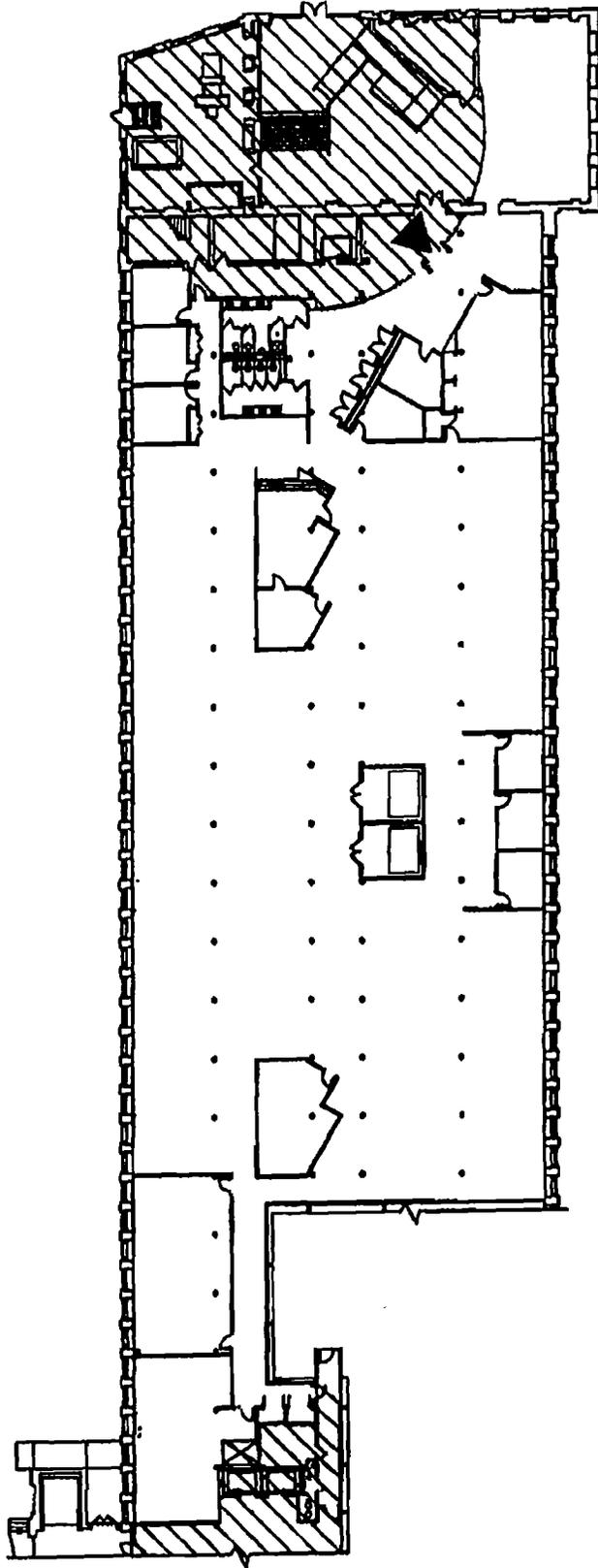


EXHIBIT "A"

FLOOR PLAN

5 CTP - SUITE 140

30,000 RSF

EXHIBIT B

SECRETARY'S CERTIFICATE

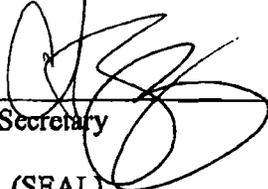
I,  _____, hereby certify that I am the duly elected and qualified Secretary of Green Monster Games Manager, LLC, the Manager of Green Monster Games, LLC, a Delaware limited liability company whose principal place of business is in Maynard, Massachusetts, and that the following vote was duly adopted by its Board of Directors:

"VOTED: That Curt Schilling, President and Treasurer of Green Monster Games Manager, LLC, the Manager of Green Monster Games, LLC is authorized and directed to execute and deliver a lease with Wellesley/Rosewood Maynard Mills Limited Partnership, in respect of the premises located at Clock Tower Place, Maynard, Massachusetts, upon the terms and conditions acceptable to President or Treasurer; and the execution of a lease by the President or Treasurer will be conclusive evidence of the fact that the Lease was acceptable.

I further certify that the foregoing vote is in full force and effect.

Dated: October 13, 2006

Attest:


Secretary

(SEAL)

EXHIBIT C
GUARANTY
INTENTIONALLY DELETED

EXHIBIT "D"

RULES AND REGULATIONS

1. Heating, lighting and plumbing: The Landlord should be notified at once of any accidents to or defects in plumbing, electrical fixtures, or heating and cooling apparatus so that such accidents or defects may be attended properly.
2. Each Tenant shall see that all doors of its premises are closed and securely locked and must observe strict care and caution that all its water faucets or water apparatus are entirely shut off before the Tenant or its employees leave such premises.
3. No Tenant shall alter any lock or access device or install a new or additional lock or access device or any bolt on any door of its premises without the prior written consent of the Landlord. If Landlord shall give its consent, tenant shall in each case furnish Landlord with a key or access code for any such lock.
4. The sidewalks, entrances, halls and stairways shall not be obstructed by any Tenant or used for any purposes other than ingress and egress to and from their respective premises, and no articles or rubbish shall be left herein.
5. No plumbing fixture or appliance shall be used for any purpose other than that for which it is intended, and no sweepings, rubbish, rags, ashes or other substances shall be thrown therein. Damage resulting to any such fixtures or appliances from misuse by Tenant shall be repaired and replaced at Tenant's sole cost and expense, and Landlord shall not in any case be responsible for the same.
6. Tenant shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area as prescribed by Landlord, subject to change from time to time, and allowed by law. Business machines and mechanical equipment shall be placed and maintained by Tenant at Tenant's sole cost and expense in settings sufficient, in Landlord's sole judgment, to absorb and prevent vibration, noise and disturbance that may be transmitted to the Building's structure. Tenant shall not move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building without Landlord's prior written consent. If any such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Tenant agrees that any disassembly, packaging and handling of the same shall comply with applicable laws and regulations. The moving of any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building shall be at the sole risk and hazard of Tenant, and Tenant shall exonerate, indemnify and save Landlord harmless against and from any liability, loss, injury, damage, claim or suit resulting directly or indirectly from such moving, including without limitation, relocation and repair costs and expenses of tenants in the Building, if Landlord determines in its sole discretion that such

relocation or repair is necessary.

7. Lettering on doors, tablets and building directory shall be subject to the approval of the Landlord; no lettering shall be allowed on outside windows. Directories will be placed by Landlord, in conspicuous places in the building. No other directories shall be permitted unless previously consented by Landlord in writing.
8. No sign, poster, placard, name, advertisement, or notice, visible from the exterior of leased premises shall be inscribed, painted, affixed to glass or wall, installed or otherwise displayed by any Tenant either on its premises or any part of the Building without the written consent of the Landlord.
9. No wires for electric lights, messenger service or for any other purpose shall be put in the premises without the consent of the Landlord. No Tenant shall install radio or television antenna, loudspeaker or any other device on exterior walls or roof of the Building.
10. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings, or decorations shall be attached to, hung, or placed in, or used in connection with any window or door of the building without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
11. No animals or birds of any kind shall be kept, allowed in or about the Building any time for any reason other those granted by law.
12. Movement in or out of the building of furniture or office equipment that requires use of hallways, stairways, or movement through the building entrances or lobbies shall be restricted to hours designated by Landlord. Please provide Wellesley Management notice at least 48 hours before your move date.

All freight, furniture, etc. must be received and delivered through entrances to the Building designated for such purpose unless otherwise authorized by the Landlord.

Moving Times are after 5 pm weekdays and 9 am -3 pm on Saturdays.

Please refer to site plan for proper loading dock and elevator to be used during your move. Wellesley Management will advise you of the proper loading dock and elevator to be used for all deliveries coming to your office.

13. Nothing shall be thrown from or taken in through the windows, nor shall anything be left outside the Building on the windowsills of the premises, subject to the terms and provisions of the Lease.
14. Tenants shall not loiter and/or congregate in the Building or on the Premises. No part of the Building or Premises or grounds shall, at any time, be used for lodging

or sleeping or for any immoral or illegal purposes.

15. Subject to the Lease, the Landlord, its agents and employees shall have access at reasonable times to perform their duties in the maintenance and operation of the Premises.
16. No Tenant shall use any method of heating other than that provided for in the Tenant's Lease without the consent of the Landlord.
17. All HVAC systems will be operational seasonally, with the exclusion of labs and server rooms, on Business Days from 7:30 AM to 7:30 PM Monday through Friday and Saturday 9:00 AM to 1:00 PM. Unless there is regularly scheduled Building maintenance at that time, additional service will be provided on an individual basis when requested by the Tenant with notice to Landlord by 12:00 Noon the day before for Monday through Saturday use and 24 hour notice for Sunday and Holiday use, if Clock Tower Place is open on that holiday, and any additional charges incurred thereby, will be assessed to the tenant. There will be a Fifty Dollar (\$50.00) per unit per hour charge, with a three (3) hour minimum for weekend use, for said requested service. Tenant will be billed, as Additional Rent, for requested HVAC service and payment of such will be due with the next monthly rent installment.
18. Any damage caused to the Building or the Premises or to any person or property herein as a result of any breach of any of the rules and regulations by the Tenant shall be borne by the Tenant.
19. No Tenant nor employee or invitees of any Tenant shall go up on the roof of any building at any time.
20. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the rules and regulations of the Building.
21. During the continuance of any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building by closing the doors, or otherwise, for the safety of Tenants and protection of the Building and property in the Building.
22. Tenant's agents, employees, servants, patrons, customers, invitees and visitors shall not solicit business in the Building's parking facilities or Common Areas nor shall tenant distribute any handbills or other advertising matter in the Premises or parking areas.

23. Building security is a cooperative venture. Tenants must assume full responsibility for protecting their Premises from theft and pilferage by keeping doors locked as well as securing other means of entry into space.
24. Tenant shall make reasonable efforts to conserve electricity, water, and air conditioning.
25. Tenant shall obey all parking signs and marking on the pavement. Tenants shall not park in fire lanes, within ten feet of fire hydrants, in loading zones, and shall properly park within parking space lines. Tenant shall not park any type of vehicle, whether for business use or personal use, on any parking lot or parking facility on the Premises overnight without prior consent of Landlord. Any vehicle(s) parked overnight for any extended period of time, shall be subject to towing at the vehicle owner's sole risk and expense.
26. Parking spaces in the parking lots and facilities are on an unreserved, unassigned basis in areas designated by the Landlord from time to time. Landlord reserves the right at any time to assign and reserve parking spaces and areas for specific individuals and/or tenants.
27. Tenant shall not employ any of Landlord's employees or agents for any purpose whatsoever without the prior written consent from Landlord. Tenants are required to use Landlord's preferred vendors (cleaning, construction, and maintenance of base building systems) at all times, unless otherwise approved, in writing, by Landlord. This provision shall apply to all work performed in building including installations of electrical devices and attachments, and installations of any nature affecting the floors, walls, woodwork, trim, windows, ceilings, or any other physical portion of the building. Additional services can be arranged for the Tenant by the Landlord using Landlord's preferred vendors for such services as catering, telecommunications, copy and printing services, and furniture suppliers at preferred pricing.
28. Clock Tower Place is a non-smoking environment. There shall be no smoking within the buildings. Tenants shall utilize the smoking areas provided throughout the park.
29. The Landlord reserves the right to make changes or any such other and further rules and regulations as, in its judgment, may from time to time be necessary.

EXHIBIT "E"

OPTION TO EXTEND:

Tenant shall have one (1) option (the "Extension Option") to extend the Term of this Lease for one (1) five (5) year period (the "Extension Term"). The Extension Option is exercisable by notice given no more than twelve (12) months and no less than nine (9) months before the expiration of the Term of this Lease, provided that at the time of exercise of the Extension Option and at the time of commencement of the Extension Term (a) there presently exists no default of Tenant under this Lease and (b) Tenant shall not have assigned this Lease, except to an affiliate of Tenant, which affiliate has signed an agreement to assume all of the obligations of Tenant under this Lease. All of the terms and conditions of this Lease shall continue to apply during the Extension Term, except that rent shall equal the fair market rent as determined by Landlord and in no event shall be less than the rent being paid by Tenant during the last year of the Term.

written

Handwritten initials "MS" and a scribble consisting of several overlapping loops.

See Attached EXHIBIT "E-1", "Market Rent Definition".

EXHIBIT E-1

MARKET RENT

The market rent for the Premises shall be the then fair market rent for similar space in similar projects in the Town of Maynard and surrounding comparable areas, which such rent (the "Market Rent") shall be determined as follows:

- (a) The Market Rent shall be proposed by Landlord within fifteen (15) days of receipt of Tenant's notice that it intends to exercise its option to extend the Term as specified in Exhibit E of this Lease (the "Landlord's Proposed Market Rent"). The Landlord's Proposed Market Rent shall be the Market Rent unless Tenant notifies Landlord, within fifteen (15) days of Tenant's receipt of Landlord's Proposed Market Rent, that Landlord's Proposed Market Rent is not satisfactory to Tenant ("Tenant's Rejection Notice").
- (b) If the Market Rent is not otherwise agreed upon by Landlord and Tenant within forty-five (45) days after Landlord's receipt of Tenant's notice that it intends to exercise its option to extend the Term, then the Market Rent shall be determined by the following appraisal procedure:
 1. Within five (5) days of the expiration of said forty-five (45) day period, Tenant shall give notice to Landlord, which notice shall specify the name and address of the appraiser designated by Tenant (the "Tenant's Appraisal Notice"). Landlord shall within five (5) days after receipt of Tenant's Appraisal Notice, notify Tenant of the name and address of the appraiser designated by Landlord. Such two appraisers shall, within twenty (20) days after the designation of the second appraiser, make their determinations of the Market Rent in writing and give notice thereof to each other and to Landlord and Tenant. Such two (2) appraisers shall have twenty (20) days after the receipt of notice of each other's determination to confer with each other and to attempt to reach agreement as to the determination of the Market Rent. If such appraisers shall concur in such determination, they shall give notice thereof to Landlord and Tenant and such concurrence shall be final and binding upon Landlord and Tenant. If such appraisers shall fail to concur as to such determination within said twenty (20) day period, they shall give notice thereof to Landlord and Tenant and shall immediately designate a third appraiser. If the two appraisers shall fail to agree upon the designation of such third appraiser within five (5) days after said twenty (20) day period, then they or either of them shall give notice of such failure to agree to Landlord and Tenant and if Landlord and Tenant fail to agree upon the selection of such third appraiser within five (5) days after the appraiser(s) appointed by the parties give notice as aforesaid, then either party on behalf of both may apply to the American Arbitration Association or any successor thereto, or on their failure, refusal or

inability to act, to a court of competent jurisdiction, for the designation of such third appraiser.

2. All appraisers shall be real estate appraisers or consultants who shall have had at least seven (7) years continuous experience in the business of appraising or leasing real estate in the competitive market area and shall not have any financial or other interest in either Landlord or Tenant.
3. The third appraiser shall conduct such hearings and investigations as he or she may deem appropriate and shall, within ten (10) days after the date of his or her designation, make an independent determination of the Market Rent.
4. If none of the determinations of the appraisers varies from the mean of the determinations of the other appraisers by more than ten (10%) percent, the mean of the determinations of the three (3) appraisers shall be the Market Rent for the Premises. If, on the other hand, the determination of any single appraiser varies from the mean of the determinations of the other two (2) appraisers by more than ten (10%) percent, the mean of the determination of the two (2) appraisers whose determinations are closest shall be the Market Rent.
5. The determination of the appraisers, as provided above, shall be conclusive upon the parties and shall have the same force and effect as a judgment made in a court of competent jurisdiction.
6. Each party shall pay fees, costs and expenses of the appraiser selected by it, its own counsel fees, and one-half (1/2) of all other expenses and fees of any such appraisal.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "Amendment") is made this 20th day of October, 2006 and is by and between **WELLESLEY/ROSEWOOD MAYNARD MILLS LIMITED PARTNERSHIP**, a Massachusetts limited partnership with a place of business at Twelve Clock Tower Place, Suite 200, Maynard, Massachusetts 01754 ("Landlord") and **GREEN MONSTER GAMES, LLC**, a limited liability company established under the laws of the State of Delaware with a place of business at Five Clock Tower Place, Suite 140, Maynard, Massachusetts 01754 ("Tenant").

STATEMENT OF FACTS

Landlord and Tenant are parties to that certain Commercial Lease dated October 13, 2006 with respect to 30,000 rentable square feet located on the first floor of the building known as Five Clock Tower Place, Maynard, Massachusetts (the "Lease").

Landlord and Tenant desire to modify certain terms of the Lease.

TERMS OF AMENDMENT

NOW, THEREFORE, for good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree that the Lease shall be amended and modified as follows:

1. **TAXES AND OPERATING EXPENSES.**

- (a) The second paragraph of Section 6 of the Lease is hereby deleted and replaced with the following:

"No later than February 1, 2008 and each February 1st during the Term of this Lease thereafter, Landlord shall submit to Tenant Landlord's good faith, detailed and itemized estimate of Operating Expenses and Taxes for the then current calendar year (unless provided prior to January 1st in which event such statement shall be for the upcoming calendar year) and Tenant's Share thereof (hereinafter "Estimated Operating Expenses and Taxes" and "Tenant's Estimated Proportionate Share"), and, commencing on the applicable February 1st, Tenant shall pay to Landlord, with each monthly installment of base rent, an amount equal to one-twelfth (1/12) of Tenant's Estimated Proportionate Share of Estimated Operating Expenses and Taxes for such calendar year."

- (b) In sub-sections (iii) and (iv) of the definition of Operating Expenses in Section 6 of the Lease, the title "Building manager" is hereby deleted and replaced with the following:

"Project Director or such title as equivalent to the Project Director, as the case may be"

- (c) The paragraph following the definition of Operating Expenses is hereby deleted and replaced with the following:

“Operating Expenses shall not include any of the following:

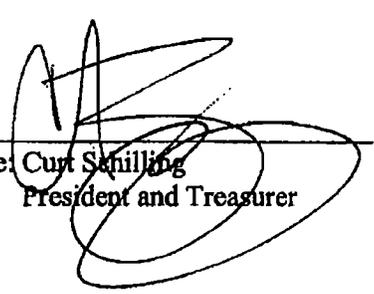
(a) management, supervisory, overhead or administrative salaries, wages, fees or charges of any kind not related to the Project; (b) management fees in excess of six percent (6%) of the total revenue for the Project including all reimbursements for any calendar year; and (c) any interest or payments on any mortgages or deeds of trust or rental on any ground or underlying lease, and penalties and charges incurred as a result of Landlord’s late payment under such mortgages, deeds of trust or ground leases.”

2. All capitalized terms not defined herein shall have the same meaning as provided in the Lease.
3. Except as modified by this Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

EXECUTED as a sealed instrument as of the date first written above.

GREEN MONSTER GAMES, LLC

By: Green Monster Games Manager, LLC

By: 
Name: Curt Schilling
Title: President and Treasurer

WELLESLEY/ROSEWOOD MAYNARD
MILLS LIMITED PARTNERSHIP

By: Wellesley Mills Corporation,
Its General Partner

By: 
Name: MAURICIO SILVA
Title: DIRECTOR OF ASSET MANAGEMENT
WELLESLEY ADVISORS LLC
DULY AUTHORIZED REPRESENTATIVE OF
WELLESLEY MILLS CORPORATION.

THIS THIRD AMENDATORY LEASE AGREEMENT made this 23rd day of May, 2007, by and between MERRITT/BAVAR-TD2, LLC, (hereinafter called "Landlord") and BIG HUGE GAMES, INC., (hereinafter called "Tenant").

EXPLANATORY STATEMENT

By lease (hereinafter called the "Lease") dated August 14, 2000, and Amendments dated August 28, 2000 and October 28, 2005, Landlord leased to Tenant, and the latter rented from the former, certain premises within the building known as 1954 Greenspring Drive, Suite 508, Timonium, MD 21093 (+/- 17,948 square feet).

The parties desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, AND IN CONSIDERATION of the mutual covenants and agreement herein contained, the parties hereto hereby covenant and agree as follows:

1. Landlord and Tenant agree to expand Tenant's premises to include approximately +/- 844 square feet at 1954 Greenspring Drive, Suite 501, Timonium, MD 21093 (the "Expansion Premises") for a period of forty-one (41) months, commencing July 1, 2007 and expiring November 30, 2010. Tenant's premises shall be known as 1954 Greenspring Drive, Suites 501 & 508, Timonium, MD 21093 (+/- 18,792 square feet) effective July 1, 2007.
2. The rental rate for the "Expansion Premises" effective July 1, 2007 shall be as follows:

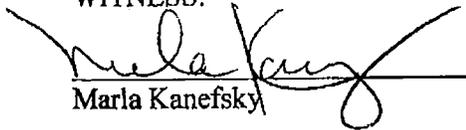
Term:	Annual Rate:	Monthly Rate:	Per Sq. Ft.:
7/1/07 - 11/30/07	N/A	\$1,892.67	\$26.91
12/1/07 - 11/30/08	\$23,285.96	\$1,940.50	\$27.59
12/1/08 - 11/30/09	\$23,859.88	\$1,988.32	\$28.27
12/1/09 - 11/30/10	\$24,459.12	\$2,038.26	\$28.98

3. Landlord shall provide a Tenant Improvement Allowance of up to six thousand three hundred thirty dollars (\$6,330.0) for the "Expansion Premises".
4. Tenant shall continue to have a base year for operating expenses of 2006 and a new base year for taxes and insurance of 2005/2006 for the total premises.

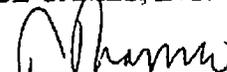
5. Tenant shall continue to have one (1) five (5) year option to renew the total premises by giving Landlord one hundred eighty (180) days prior written notice of their intention to renew. The rental rate shall be the then current market rate but in no event less than the previous year's rental rate.
6. This letter agreement is not legally binding until both parties have executed and delivered signed originals or counterparts hereof.
7. Except as herein provided, the Lease shall remain unchanged and in full force and effect.
8. Time is of the essence for all purposes in this Amendatory Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the within Amendatory Lease Agreement as of the day and year first above written.

WITNESS:

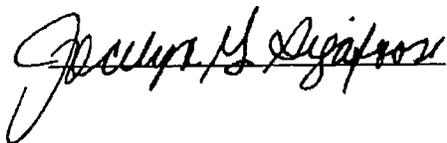

Marla Kanefsky

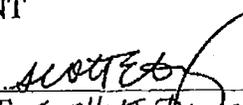
BIG HUGE GAMES, INC. (Tenant)

BY:  (SEAL)
NAME: Timothy Train (Print)
TITLE: President & COO

ATTEST:

MERRITT/BAVAR-TD2, LLC (Landlord)
BY: MERRITT MANAGEMENT CORPORATION
AGENT



BY:  (SEAL)
NAME: SCOTT E. Dorsey (Print)
TITLE: President

LEVEL FIVE



BUILDING KEY PLAN KEY:

- = EXISTING PARTITION
- = NEW PARTITION

STANDARD SPECIFICATIONS:

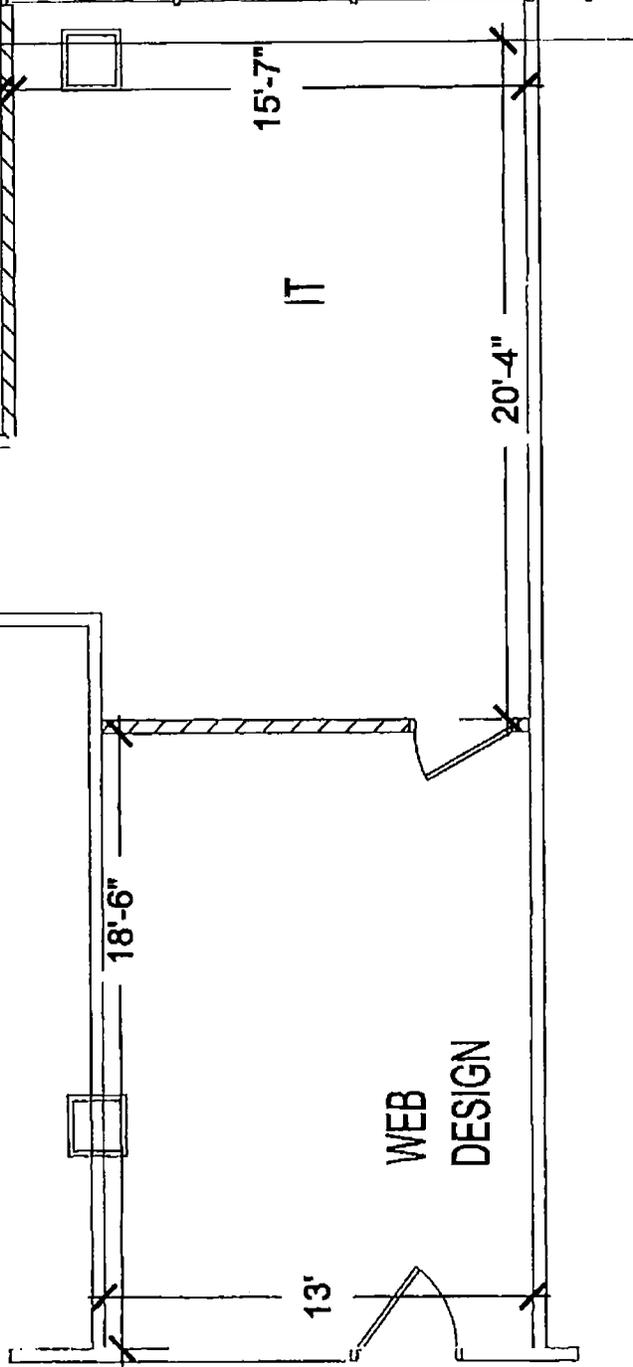
SPACE WILL BE IN COMPLIANCE W/ ADA
 PARTITIONS - PRE-STANDARD PARTITIONS TO BE
 1/2" SHEET ROCK OVER 3/4" METAL STUDS WITH
 FIBERGLASS INSULATION.
 MASONRY WALLS - TO BE FURRED WITH 1.5"
 METAL STUDS WITH 1/2" DRYWALL
 FINISH - TO BE TWO COATS OF SATIN LATEX PAINT
 DOORS - TO BE A MIN. OF 7'-6"
 CEILING - TO BE SUSPENDED ACOUSTICAL TILE UNLESS OTHERWISE NOTED
 WORK SURFACES / CABINETRY - SHOWS ON PLAN ARE PROVIDED BY U.L.
 MATERIALS TO BE USED FOR WORK SURFACES ARE STANDARD LAMINATE
 SURFACES BY WOOD LAMINATE SHELVING.

GENERAL NOTES:

MERRITT IS NOT RESPONSIBLE FOR PROVIDING OR INSTALLING
 APPLIANCES, PHONES, COMPUTER WIRING, FURNITURE, AND/OR
 CUSTOM BUILT-HIS UNLESS SPECIFIED. FLOOR PLAN MAY BE
 FIELD ADJUSTED DUE TO EXISTING CONDITIONS NOT SHOWN
 ON PLAN.

BIG HUGE GAMES

5.2..07 (KD)
 844 TOTAL RSF (12%)



TIMONIUM TWO
 1954 GREENSPRING DR (SUITE 501)
 TIMONIUM, MD 21093

PRELIMINARY

DATE: XXXXX
 DRAWN BY: XXXXX
 DRAWING #: TD4-501

MERRITT
 PROPERTIES, LLC
 2066 LONG BALTIMORE DRIVE BALTIMORE, MD 21244
 410-298-2600 FAX: 410-298-9644
 WWW.MERRITTPROPERTIES.COM



August 2, 2007

Timothy Train
Big Huge Games, Inc.
1954 Greenspring Avenue
Suite 508
Timonium, MD 21093

RE: Commencement of Lease
1954 S-501 Greenspring Drive
Timonium, MD 21093

ACCOUNT # TD4-103176

Dear Mr. Train:

This letter is written in order to confirm the terms of your lease agreement dated May 23, 2007, by and between MERRITT BAVAR - TD2, LLC and Big Huge Games, Inc.. Please take a moment to review the following. This verification is required by our auditors and insures that we have correct contact information on file.

Occupancy Date: July 1, 2007
Lease Term Commencement Date: July 1, 2007
Lease Term Expiration Date: November 30, 2010
Rent Commencement Date: July 1, 2007

Monthly Minimum Rent for Initial Term:

July 1, 2007 - November 30, 2007	\$1,892.67
December 1, 2007 - November 30, 2008	\$1,940.50
December 1, 2008 - November 30, 2009	\$1,988.32
December 1, 2009 - November 30, 2010	\$2,038.26

Please be advised that the above Commencement and Termination Dates supersede any dates that are originally stated in the Lease.

Kindly acknowledge by signing the duplicate copy where indicated and return to my attention in the enclosed envelope as soon as possible. Also, be sure to fill in the section at the bottom of the signature page with the name and phone of the person we can contact after business hours should there be an emergency.

All rental payments are due in our office by the first day of each month. The landlord does not send out monthly invoices. Always reference the above account number on your check. Your check should be made payable and mailed to:

**MERRITT BAVAR - TD2, LLC
2066 Lord Baltimore Drive
Baltimore, MD 21244-2501.**

2066 Lord Baltimore Drive
Baltimore, Maryland 21244

410.298.2600 f 410.298.9644

www.merritlproperties.com



Big Huge Games, Inc.
August 2, 2007
Page 2

Be sure to send us a Certificate of Insurance showing current coverage as outlined in your lease. Please have your carrier show all coverages on the certificate, including general liability, workers compensation and personal property.

MERRITT BAVAR - TD2, LLC and Merritt Properties, LLC must be named as additional insured.

Thank you for your assistance and welcome to Merritt Properties. Feel free to contact me with any questions or concerns, either by phone 410.298.2600 or e-mail mtruchon@merrittproperties.com.

Sincerely,
MERRITT BAVAR - TD2, LLC
BY: MERRITT MANAGEMENT CORPORATION AGENT FOR MERRITT BAVAR - TD2, LLC

Meg Truchon
Meg Truchon

AGREED TO AND ACKNOWLEDGED THIS 9 DAY OF July 2007.

WITNESS: [Signature] CPA Big Huge Games, Inc. [Signature] (SEAL)

EMERGENCY CONTACT PERSON(S) AFTER BUSINESS HOURS:

Tim Train (443) 629-0033
NAME (PLEASE PRINT) (PHONE)
Jason Coleman (410) 961-9658
NAME (PLEASE PRINT) (PHONE)
Dave Inscore (443) 621-6730
NAME (PLEASE PRINT) (PHONE)

ON-SITE CONTACT PERSON DURING BUSINESS HOURS:

Marla Kanefsky (443) 279-1566
NAME (PLEASE PRINT) (PHONE)
Mkanefsky@bighugegames.com (410) 842-0047
(E-MAIL ADDRESS) (FAX)

LEASING CONTACT PERSON:

Marla Kanefsky (443) 279-1566
NAME (PLEASE PRINT) (PHONE)
Mkanefsky@bighugegames.com (410) 842-0047
(E-MAIL ADDRESS) (FAX)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between **BIGWORLD PTY, LTD.** ("Licensor"), ACN No. 102927239, with offices at Canberra Technology Park, 49 Phillip Avenue, Watson ACT 2602, AUSTRALIA, and **38 STUDIOS, LLC** ("Licensee"), a Delaware limited liability company with offices at 5 Clock Tower Place, Suite 140, Maynard, Massachusetts 01754 USA.

WITNESSETH

WHEREAS, Licensor owns or controls the rights in and to the Licensed Technology (as defined below); and

WHEREAS, Licensee is engaged in the business of designing, developing, publishing and operating computer and video games and Licensee will design, develop, publish and operate (or sublicense the publishing and operating rights to third parties) a computer and video game described below (the "Game") and desires to use the Licensed Technology in connection therewith; and

WHEREAS, Licensor is willing to enter into this Agreement and grant to Licensee a non-exclusive license to use the Licensed Technology in the design and development of the Game, in accordance with and subject to all the terms and provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following words shall, where the context allows, have the following meanings whether such words shall appear in lower case or with the first letter of each word capitalized, and words expressed in the singular include the plural and vice versa (the foregoing shall apply to all other defined terms used herein):

(a) The term "Add-On" means a computer software product which may be purchased by or licensed to an end-user for use with the Game (i.e., requires the Software Product [as defined below] on which the Game is embodied or requires that the end-user shall have digitally downloaded the Game in order to play) which product contains additional game levels to complement those game levels originally designed for such Game and/or some additional features to complement those features originally designed for such Game which may include story development of the Game and further episodes of the Game. The term "Add-On", as used herein is meant to be synonymous with the terms such as "Expansion Pack" and "Mission Pack".

(b) The term "Authorized Users" means those employees or contractors of Licensee who require access to the Licensed Technology for a purpose authorized herein, and who have signed written agreements agreeing to be bound by obligations of confidentiality and restrictions on use of the Licensed Technology no less restrictive than those herein.

(c) The term "Contractor" means a third party which may be commissioned by Licensee to develop or provide development services in connection with the Game. For purposes hereof, the term "Contractor" expressly excludes any third party which is engaged in the development and licensing of middleware technology that is competitive with the Licensed Technology.

(d) The term "Conversion" means a computer software product embodying the Game which is designed and developed to operate on a hardware platform which is other than the platform for which the Game is first designed to operate but which does not contain additional game levels to complement those game levels originally designed for such Game and/or some additional features to complement those features originally designed for such Game.

(e) The term "Derivative Work" means a work based upon the Game, including without limitation, Add-Ons, Conversions and Sequels (as defined below).

(f) The term "Digital Distribution" means to enable an end-user to have access to and use computer software over any on-line service, or LAN café, or PC Bang store, or internet café or Wi-Fi installation, or internet

service provider or portal, or via satellite, or via telephony (including without limitation by mobile or cellular devices) or via broadband cable, over-the-air broadcast, or any other electronic or digital delivery systems or via any other electronic means whether now known or hereafter developed.

(g) The term "Effective Date" means the date upon which this License Agreement is signed by both parties to this Agreement, as evidenced by the dates of their signatures on the signature page below.

(h) Not used.

(i) The term "Game" means not more than one (1) computer software product to be developed by Licensee during the Term using or incorporating the Licensed Technology and any Conversions and Add-Ons thereto, in all languages, for publication or distribution by Licensee (or its Related Entities) or publication by third party publishers ("Publishers") or distribution by third party game service operators ("Operators") pursuant to agreements between Licensee and each such Publisher ("Publishing Agreements") or Operator ("Game Service Agreement"), as applicable. In the event that Licensee enters a Publishing Agreement or Game Service Agreement, Licensee shall provide a description of the principal elements of such Game, and, if applicable, the name of the Publisher or Operator to Licensor and the principal terms of the applicable Publishing Agreement or Game Service Agreement, as applicable; in disclosing a Publishing Agreement or Game Service Agreement hereunder, Licensee may redact provisions therefrom which are unrelated to the parties' rights and obligations under this Agreement. Licensee shall promptly inform Licensor of the title of the Game (and any changes thereto) or relevant amendments to the Publishing Agreement or Game Service Agreement, as applicable for the Game and, further, Licensee shall inform Licensor of the intended dates of both the intended commencement of live beta testing for the Game and the intended commercial release of the Game, such notices to be furnished prior to such dates. For the avoidance of doubt, Licensee shall have no right to use the Licensed Technology or Licensee Enhancements thereto to produce Sequels to the Game hereunder. For the avoidance of doubt, Licensee may publish the Game as both digitally distributed product and a retail packaged version (the "Software Product"), even if such retail packaged version is not a massively multiplayer online game and such publication will constitute one (1) computer software product, and therefore one (1) Game. For the avoidance of doubt, a computer software product which may be developed hereunder using or incorporating the Licensed Technology which is not designed by Licensee to operate as a massively multiplayer online game will still be deemed a "Game" for all purposes of this Agreement.

(j) The term "Gross Revenues" means one or both of the following, as applicable:

(i) Where Licensee self-publishes or self-distributes the Game, the term "Gross Revenues" means all monies actually received by or credited to Licensee (such credit resulting from, e.g., an offset in payments due between Licensee and its customers or other actual benefit received by Licensee in lieu of actual receipt of monies) from the licensing or sale of the Game or use of the Game, including without limitation, subscription fees or pay-per-play fees from the Digital Distribution of the Game, the sale or rental of Software Products, and the placement of advertising in-Game, less (1) any and all excise, sales, value added, withholding or comparable or similar taxes actually paid by Licensee; (2) returns, refunds or credits actually granted by Licensee to its customers; and (3) third party bank handling charges actually paid by Licensee; or

(ii) Where Licensee is not the publisher or game service operator of the Game, the term "Gross Revenues" means all monies actually received by or credited to Licensee (such credit resulting from, e.g., an offset in payments due between Licensee and its customers or other actual benefit received by Licensee in lieu of actual receipt of monies) from the unaffiliated Publisher or Operator from the sale or rental of Software Products embodying the Game, or the Digital Distribution of the Game, the placement of advertising in-Game or the licensing or sublicensing of the Game for electronic distribution or for sale or rental of Software Products by others, but excluding (1) any and all excise, sales, value added, withholding or comparable or similar taxes actually paid by Licensee in lieu of by such Publisher or Operator; (2) any amounts actually refunded by Licensee to the Publisher or Operator on account of returns, refunds or credits granted by the Publisher or Operator to its customers; (3) third party bank handling charges actually paid by Licensee in lieu of by such Publisher or Operator; provided, however, in no event shall the royalty which may be payable to Licensor pursuant to Clause 7(b), below, be less than one-half of one percent of one hundred percent (0.5% of 100%) of all monies actually received by or credited to such unaffiliated Publisher or Operator from the sale or rental of Software Products embodying the Game, or the Digital Distribution of the Game, or sums derived from the placement of advertising in-Game or the licensing or sublicensing of the Game for electronic distribution or for sale or rental of Software

Products by others, as such monies are reported on the accountings or royalty statements issued to Licensee by its Publishers and Game Service Operators, copies of which Licensee is required to furnish to Licensor pursuant to Clause 8(a), below.

(iii) The term "Gross Revenues" excludes any sums received by Licensee from the sale or licensing of Merchandise (as defined below) associated with the Game, provided, however, that where Licensee (or one of its Merchandise licensees) offers the Game or any Conversion or Add-On in combination with an item of Merchandise as a premium or other value added feature of such sale (whether as a Software Product bundled with such item or as a digitally downloadable premium), the royalty rate paid to Licensor for any units of the Game or any Conversion or Add-On sold or distributed as a component of a multi-product package will be calculated by prorating the invoices attributable to the multi-product package according to each component's current wholesale price and taking the applicable rate under Clause 7(b) of this Agreement and applying it to such pro-rata share.

(k) The term "Licensed Technology" means, in source and executable form, Licensor's 3D PC client software and tools and Licensor's Linux-based server software, developed by Licensor for use in designing, developing and operating online computer and video game products, including massively multiplayer online computer and video game products, all as more particularly described in the specifications set forth in Schedule "A" attached hereto (the "Specifications"). Subject to the terms of this Agreement, including without limitation, payment by Licensee of all sums payable to Licensor hereunder and installation by Licensee of all Updates and Upgrades (as such terms are defined below) as and when provided to Licensee by Licensor, the term "Licensed Technology" includes any Updates to the technology that may be developed by Licensor during the Term (as defined below) and any Upgrades and Updates that may be developed by Licensor during the Support Period (as defined below). The term "Updates" means bug fixes, work-arounds and updates of the Licensed Technology; the term "Upgrades" means enhancements or improvements to the Licensed Technology that add significant additional functionality to versions or releases of the Licensed Technology; notwithstanding the foregoing and for the avoidance of doubt, the terms Updates and Upgrades do not include modifications, enhancements or alterations to the Licensed Technology which may be requested by Licensee and requests for such modifications, enhancements or alterations by Licensee are subject to the provisions of Clause 5, below. Licensee acknowledges that nothing contained in this Agreement constitutes (i) a representation or warranty by Licensor that the Licensed Technology is compatible with any hardware system other than a personal computer utilizing either the specific Linux-based operating system or the specific Microsoft windows operating system detailed in Section 2 of Schedule A or (ii) an express or implied undertaking by Licensor to make the Licensed Technology compatible with any hardware system other than a personal computer utilizing either the specific Linux-based operating system or the specific Microsoft windows operating system detailed in Section 2 of Schedule A. For the avoidance of doubt, the term "Licensed Technology" is limited to the Specifications and any Updates and Upgrades thereto; the license to be granted under this Agreement, does not grant rights to Licensee to any other software products which Licensor may develop and market.

(l) The term "Merchandise" means any products or services based upon, utilizing or embodying the Game, the story or other unique elements thereof, including without limitation any unique names, likenesses or characteristics of any character portrayed therein, or any unique title, catch word, slogan, situation, design, equipment or event depicted therein, or any marks or trade names associated with the Game. Merchandise may include, without limitation, movies, animation, comic books, guidebooks, toys, action figures, dolls, character costumes, clothing and apparel, home accessories, posters, key chains, mobile phone straps, and school or office supplies and equipment.

(m) The term "Open Source Software" means any software, such as software distributed under the Open Source Initiative, that requires as a condition of use, modification and/or distribution of such software that such software or other software distributed with such software (i) be disclosed or distributed in source code form, (ii) include the right for any licensee to prepare derivative works therefrom, or (iii) be redistributable at no charge.

(n) The term "Related Entity" means any parent, subsidiary or affiliated company of Licensee, or any company owned or controlled by or under common control with Licensee. For purposes hereof, "control" shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of a company whether through the ownership of voting securities, by contract or otherwise.

(o) The term "Sequel(s)" means new and additional games based upon or derived from the Game or games which use one or more of the characters or elements from such Game in a story, scenario or game design

which is substantially different from the story, scenario or game design of such Game regardless of whether such story, scenario or game design precedes (as in a "prequel") or follows the chronology of events in such Game.

(p) The term "Software Product(s)" means any tangible product or device which is sold or otherwise distributed to end users embodying the Game and incorporating the Licensed Technology in object code form only, whether such device is now known or unknown, on or by which computer software and its associated visual images, with or without sound, may be embodied or recorded for later operation, manipulation or communication to users, including without limitation semiconductor devices, magnetic discs (whether floppy or otherwise) of any size, tapes, cartridges, compact discs, boards, cassettes, or other prerecorded devices whatsoever existing now or later developed. For the avoidance of doubt, the term "Software Product" includes any version of the Game which is distributed digitally or electronically in lieu of a purchase at retail of a device of the type described in this clause.

(q) The term "Support" means the provision of Basic Support, Updates and Upgrades.

(r) The term "Support Period" means the period commencing on the date of full execution of this Agreement (the "Effective Date") and continuing for a period of time ending not earlier than three (3) years from the Effective Date, subject to the terms of Clause 5(c), below.

(s) The term "Term" means the period commencing on the Effective Date and ending on the earlier of (i) five (5) years after the Effective Date, or (ii) Licensee's election, pursuant to Clause 12(e), below, to abandon its use of the Licensed Technology and terminate this Agreement. Provided that Licensee proceeds with development of the Game during the Term hereof and pays all License Fees in full prior to any commercial exploitation of the Game, Licensee will be able to exploit the Game and develop Add-Ons thereto, throughout the world in perpetuity, subject to the terms of this Agreement.

(t) The term "Territory" means the World.

2. GRANT OF RIGHTS/RESTRICTIONS:

(a) Subject to receipt by Licensor of the License Fee, which sum is payable to Licensor by Licensee pursuant to Clause 7, below, Licensor hereby grants and Licensee hereby accepts, subject to the terms hereinafter set forth, a personal, non-transferable (except for the limited right to enter into a sub-license or sub-licenses with one or more Contractors) and non-exclusive license, for the Term and throughout the Territory, to use, reproduce, perform, display, modify and execute the Licensed Technology solely in connection with the design, development, operation and distribution of the Game. This license may be sublicensed by Licensee to Publishers and Operators solely for the purpose of publication or operation of the Game, pursuant to written Publishing Agreements and Game Service Agreements. All design and development that uses the Licensed Technology must take place on computers located at Licensee's facilities or such other facilities as may be approved by Licensor, such approval not to be unreasonably withheld ("Approved Facilities"). With respect to any Contractors, no Contractor facilities shall be considered Approved Facilities and no employees of a Contractor shall be considered Authorized Users, unless and until each such Contractor first executes the Confidentiality Agreement, the form of which is attached hereto as Schedule "B" to this Agreement (the "Contractor Confidentiality Agreement"). All copies of the Licensed Technology used by Licensee shall include all copyright notices and any other proprietary or confidentiality legends that are contained on the original copy of the Licensed Technology delivered to Licensee.

(b) Licensee may not manufacture, sublicense, market, distribute, make available to the public or issue to the public, or otherwise transfer the Licensed Technology, as a stand-alone product or otherwise, or make, sell, distribute, license, sublicense, rent, lease, loan or otherwise transfer copies of the Licensed Technology, or electronically transfer the Licensed Technology to any third party, or otherwise use the Licensed Technology, except as permitted in this Agreement. The Licensed Technology is copyrighted and contains proprietary information and trade secrets of Licensor. Licensor shall, on request from Licensee, disclose to Licensee, and to the extent necessary for Licensee's exercise of its rights hereunder, disable, any security features or anti-piracy software which Licensor may elect to incorporate in the Licensed Technology from time-to-time, provided that upon completion of development work that may be affected by such security features or anti-piracy software, Licensee will re-enable such features or replace with alternate and comparable security features or anti-piracy software. Licensee may make modify, adapt, or translate the Licensed Technology, but only to the

extent necessary or incidental to the development of the Game. Licensee shall not use the Licensed Technology or other materials which may be provided to Licensee by Licensor to develop software, or concepts, specifications or content for any software having functionality similar to that of the Licensed Technology.

(c) Licensee will be able to exploit the Game and develop Add-Ons thereto, throughout the world in perpetuity, subject to the terms of this Agreement.

(d) Licensee hereby grants and Licensor hereby accepts, a non-exclusive license, for the Term and throughout the Territory, to use, reproduce, perform, display Licensee's company name and trademark and the name of the Game and segments of and images from the Game in connection with advertising, publicity and promotion for Licensor's computer software business, provided that Licensor shall obtain Licensee's prior written consent to each instance of any use of Licensee's company name and trademark and the name of the Game and segments of and images from the Game and allow Licensee to review the form of any press release, website usage or other usage of Licensee's name or trademark. Licensee retains all right, title and interest in and to its name and trademark, and any use of Licensee's company name and trademark and the name of the Game and segments of and images of the Game by Licensor shall inure to Licensee.

3. RESERVED RIGHTS:

(a) Except for the limited license granted to Licensee as described in Clause 2 above, the license granted herein does not include any right, title or interest in or to the Licensed Technology, nor to any copyrights, patents, and/or trademarks therein or associated therewith, all of which remain the exclusive property of Licensor. All rights not specifically granted to Licensee herein are reserved to Licensor without restriction. Without limiting the foregoing and for the avoidance of doubt, this Agreement applies to the Game and Conversions thereof only and Add-Ons thereto. Following the expiration of the Term or termination of this Agreement, Licensee shall have no right to utilize the Licensed Technology or any Licensee Enhancements (as such term is defined in Clause 3(b), below) in or in connection with the development of any Sequels or other Derivative Works based on, derived from or inspired by the Game or other computer software products of any kind or type, whether or not derivative of such Game.

(b) Any and all additions, enhancements, upgrades, modifications of the Licensed Technology developed by Licensee (collectively, "Licensee Enhancements") shall be and remain the property of Licensee, provided Licensee shall have no right, title or interest in the Licensed Technology other than the license grant set forth in Clause 2 above and Licensor shall have no obligation to provide technical support for any Licensee Enhancements. The term "Licensee Enhancements" shall not include any "Requested Enhancements" which Licensor may produce pursuant to Clause 5, below, it being understood that Licensor shall retain all right, title and interest in and to any and all Requested Enhancements. Licensee may, at its option offer to provide Licensor with any of such Licensee Enhancements that Licensee believes may be suitable for use by Licensor as an Update or Upgrade to the Licensed Technology ("Offered Enhancements"). For any Offered Enhancements which Licensor accepts from Licensee, and which are described in a writing signed by both parties as Agreed Enhancements that may be used by Licensor pursuant to this Section 3(b) ("Agreed Enhancements"), Licensee hereby grants and shall grant to Licensor an, irrevocable, worldwide, royalty-free, fully-paid right and license, with full right to sublicense, in perpetuity, to use, reproduce, exploit, modify, alter, integrate with other works and enhance the Agreed Enhancements in and in connection with the further development of the Licensed Technology and Upgrades and Updates thereto, and for any other lawful purpose in connection with Licensor's current and future business purposes.

(c) Licensee shall cooperate with Licensor (and shall cause each Contractor to cooperate with Licensor) in protecting the Licensed Technology and shall promptly supply Licensor with any information or materials reasonably required by Licensor in connection with Licensor's reasonable efforts to protect Licensor's rights in the Licensed Technology. If Licensee learns of any unauthorized use of the Licensed Technology in the Territory, Licensee shall promptly advise Licensor in writing of the nature and extent of same (and shall cause each Contractor to do the same). Licensor may, in its sole discretion, take, or elect not to take, such action as it deems advisable against any infringing party without consultation with, or responsibility to, Licensee. Licensor shall have no liability to Licensee as a result of or by reason of Licensor's failure or refusal to prosecute, or permit Licensee to prosecute, any alleged infringement by third parties, nor by reason of any settlement to which Licensor may agree.

4. DELIVERY OF THE LICENSED TECHNOLOGY: Subject to receipt by Licensor of the License Fee, which sum is payable to Licensor by Licensee pursuant to Clause 7, below, Licensor shall deliver source code for the Licensed Technology to Licensee. Provided Licensee (i) pays all sums payable to Licensor hereunder, as and when due, and (ii) installs all Updates and Upgrades as and when provided to Licensee by Licensor, Licensor shall deliver Updates and Upgrades to the Licensed Technology as and when periodically produced by Licensor hereunder.

5. SUPPORT:

(a) Licensee may promptly report (and may require all Contractors to promptly report) any errors, problems, defects in the Licensed Technology or suggestions for Enhancements to the Licensed Technology (for convenience, referred to collectively as "Feedback") to Licensor and work with Licensor to resolve any problems with the Licensed Technology, whether such problems are discovered by Licensor or Licensee. Licensee may provide, and may cause Contractors to provide, Licensor with a written summary of Licensee's Feedback. Licensee irrevocably grants to Licensor a perpetual, irrevocable right to use the Feedback for its current and future business purposes. With respect to Agreed Enhancements, Licensee shall, upon Licensor's acceptance of such Enhancement, promptly deliver to Licensor source code and any documentation therefor.

(b) Licensor will provide one (1) training session for (up to ten (10) of Licensee's personnel at Licensor's facilities in Australia, or at Licensee's facility in Massachusetts, as may be agreed by the parties, and on dates to be scheduled by mutual agreement of the parties, such session lasting approximately four (4) working days. Licensee shall be responsible for all costs and expenses incurred by its personnel and any Contractors in traveling to Australia for such training; if the parties agree to conduct the training session at Licensee's facility, Licensee shall arrange for and pay for all travel and lodging costs incurred by Licensor in connection with providing such training. Provided Licensee (i) is not in breach of its obligations to pay On-Site Support Fees (as defined below) and Maintenance Fees or (ii) has not elected to terminate its obligation to pay annual Maintenance Fees pursuant to Clause 7(c), below, during the Support Period, Licensor will provide technical support to Licensee's personnel by means of e-mail and telephone on regular business days and during regular business hours, Australia Time ("Basic Support"). Licensor will acknowledge receipt of inquiries from Licensee within one (1) working day of receipt, but failure to do so will not be a breach of this Agreement under any circumstances. Licensor shall keep track of all support requests from Licensee in a support database and shall make such database available to Licensee. Upon request, and subject to availability of personnel, Licensor may also provide on-site support at Licensee's facility ("On-Site Support"). Licensee shall pay for On-Site Support at the rates set forth in Clause 7(d), below ("On-Site Support Fees"); in addition, if Licensor provides On-Site support, Licensee shall arrange for and pay for all travel and lodging costs incurred by Licensor in connection with providing such support.

(c) Licensor shall not be obligated to modify or alter the Licensed Technology in any way or otherwise provide technical support except as expressly provided in this Clause 5. Licensor's obligation to provide support to Licensee during the Support Period is subject to the following conditions: (i) Licensee shall promptly install at all Approved Facilities all Updates and any Upgrades provided to Licensee; (ii) Licensee shall pay all Maintenance Fees and On-Site Support Fees as and when due; and (iii) Licensor shall have no obligation to provide technical support for any Licensee Enhancements. Licensor shall consider requests from Licensee for Licensor to design modifications, enhancements or alterations to the Licensed Technology for specific application to Licensee's development of the Game ("Requested Enhancements"); Licensor shall have no obligation to design Requested Enhancements except on terms to be agreed between Licensee and Licensor after good faith negotiation.

6. LICENSEE'S OBLIGATIONS:

(a) Licensee shall assure that copyright, patent and trademark notices appear on the screen of the Game and on each item of packaging (including any user manuals) and promotional material, the form of which notices shall be as may be designated and approved by Licensor, such approval not to be unreasonably withheld. Any inadvertent failure by Licensee or a Publisher or Operator to include such notices as aforesaid shall not constitute a breach of this Agreement, provided that Licensee shall use reasonable efforts to prospectively cure any such inadvertent failure once Licensee has been notified in writing of same.

(b) Licensee shall afford Licensor credit within the Game (in a splash screen during the "boot up" of the Game) and the packaging of the Game (including user manuals) and on all websites operated by Licensee

and/or its licensees in substantially the following form: *Powered by BigWorld Technology™*. Licensee shall further afford Licensor credit in any paid advertisements and publicity issued by or under the control of Licensee in which Licensee provides credit to a manufacturer of a hardware system or any other licensor of technology used by Licensee in or in connection with the Game. All aspects of such credit, including form, size, placement and appearance of the credit shall be determined by Licensee in its reasonable discretion, provided that in no event shall credit to Licensor be smaller in size, placement or appearance than any credit which is given to a manufacturer of a hardware system or any other licensor of technology used by Licensee in or in connection with the Game. Licensee shall inform all of its Publishers, Operators and licensees (other than end users) of the foregoing credit obligations. No casual or inadvertent failure by Licensee to comply with the credit requirements nor any failure by third parties to so comply, shall be deemed a breach hereof provided that Licensee shall use reasonable efforts to prospectively cure any such inadvertent failure once Licensee had been notified of same. Licensee shall make no public announcement or issue any press release or comment or other public disclosure regarding this Agreement or Licensee's use of the Licensed Technology or Licensee's relationship with Licensor without Licensor's prior written consent, provided that (i) Licensee may, without Licensor's prior written consent, disclose its licensing of the Licensed Technology to potential investors and financing sources in discussing its business, provided such disclosure is under a confidentiality agreement with such parties, the terms of which are no less restrictive than the confidentiality obligations contained in this Agreement (ii) Licensee may issue publicity discussing the Game, without explicit reference to the Licensed Technology, without Licensor's prior written consent; and (iii) Licensee may issue press releases that provide the attribution described in the first sentence of this Section 6(b) without Licensor's prior written consent.

(c) Licensee shall furnish to Licensor without charge twenty (20) samples of each version of the Game distributed hereunder, such samples not to be resold or otherwise distributed by Licensor.

(d) Licensee will maintain (and cause each Contractor to maintain) a list of all Authorized Users who have had access to the Licensed Technology. Licensee shall comply (and cause each Contractor to comply) with Licensor's reasonable written requests, from time to time, to provide Licensor with copies of the list and updates thereto and of any relevant confidentiality agreements entered into by Licensee (and each Contractor) with such Authorized Users. In addition, Licensee shall provide Licensor with reasonable access to all of Licensee's facilities (including Contractor's facilities) at which Licensee is engaged in designing, developing and operating the Game, during normal business hours, on not less than two working (2) days notice from Licensor, and not more than once per calendar year, unless an inspection reveals breaches of this Agreement by Licensee or its Contractors in which event, Licensor may revisit such site as often as reasonably necessary to ensure compliance with the terms of this Agreement. Licensee must advise (and cause each Contractor to advise) all Authorized Users of their responsibilities under their confidentiality agreements, both at the time such person's access to the Licensed Technology commences and at the time such access ceases. Licensee shall be liable for any acts or omissions of all Contractors and all Authorized Users and Licensee's liability hereunder shall be as a primary obligor and not as a surety.

(e) Licensee shall provide to Licensor with monthly reports which shall detail the number of paid subscribers, the number of simultaneous users and average usage per month.

(f) The Game shall be distributed and sold in accordance with all applicable laws, treaties and governmental orders and regulations.

7. COMPENSATION:

(a) License Fee: Licensee shall pay to Licensor as a non-cancelable and non-refundable (except as provided in Clause 12(c), below) license fee for use of the Licensed Technology (the "License Fee") the sum of Seven Hundred Fifty Thousand U.S. Dollars (US\$750,000), payable as follows: (i) One Hundred Thousand U.S. Dollars (US\$100,000) not later than December 28, 2007; and (ii) Six Hundred Fifty Thousand U.S. Dollars (US\$650,000) not later than January 19, 2008.

(b) Royalties: Licensee shall pay to Licensor a royalty of two percent (2%) of Gross Revenues for the Game. Payment of royalties shall be in addition to payments of License Fees, Maintenance Fees and On-Site Support Fees, however denominated and such sums are not treated as recoupable against royalties which may be payable hereunder.

(c) **Maintenance Fee:** Commencing on first anniversary of the Effective Date, Licensee shall pay to Licensor an annual non-refundable maintenance and support fee (the "Maintenance Fee") for each year of use of the Licensed Technology. The first payment of the Maintenance Fee, which shall be the sum of One Hundred Thousand U.S. Dollars (US\$100,000), shall be due on or before the first anniversary of the Effective Date, and is considered a payment, in advance, for maintenance and support for the year following the first anniversary of the Effective Date. Each Maintenance Fee shall be payable in advance on or before the anniversary date of Effective Date. Licensee shall have the right to terminate its obligation to pay Maintenance Fees hereunder on three (3) months prior written notice to Licensor. If Licensee gives such notice, at the end of the then-current maintenance period for which Licensee has paid, Licensor shall be relieved of all obligations to provide Support to Licensee, and Licensee's license rights shall include the right to use the Licensed Technology to self-maintain the Licensed Technology and Game. Licensee acknowledges that if it elects to terminate this Support obligation, it shall remain liable to pay any Maintenance Fees covering the period up until the termination of Support becomes effective, and no unused portion of any previously paid Maintenance Fee will be refunded. In the event that Licensee has elected to terminate Basic Support as provided above and thereafter desires to resume Basic Support in full, Licensee expressly acknowledges and agrees shall be required (i) to pay to Licensor all Maintenance Fees which would have been paid by Licensee had Licensee not elected to terminate Basic Support, plus (ii) the Maintenance Fee for the upcoming annual year period. Following receipt of all such payments, Licensee shall receive any Upgrades and Updates that Licensor may have made available to its licensees during such period as Licensee elected not to purchase Basic Support.

(d) **On-Site Support Fees:** On-Site Support Fees shall be payable by Licensee to Licensor in full, in advance, in accordance with the following rate schedule: One Hundred Twenty Five US Dollars (US\$125) per hour up to a per day maximum of One Thousand One Hundred Twenty Five US Dollars (US\$1,125) per day, subject to a minimum fee for On-Site Support of Four Thousand US Dollars (US\$4,000) per on-site visit. In addition to the On-Site Support Fees, Licensee shall pay for all travel and lodging costs incurred by Licensor in connection with providing such On-Site Support. On-Site Support Fee rates shall increase each year of the Term by five percent (5%) of the rates charged in the prior year, such increase to be effective on the anniversary date of Effective Date.

(e) **Taxes:** All payments to Licensor under this Agreement shall be subject to all required withholdings for any applicable taxes as may be required under applicable laws and regulations, and Licensee shall on no account be required to compensate Licensor, or "gross up" the License Fee, on account of any withholding tax withheld. Licensee shall pay to Licensor any sales, use or goods and services taxes that are required to be collected from Licensee by Licensor under applicable law. With respect to such taxes on remittances to Licensor, Licensee shall provide Licensor with official tax receipts or other such documentary evidence sufficient to substantiate any amounts withheld and, if required, Licensee shall obtain exemption certificates on Licensor's behalf, at Licensor's request, to take advantage of any applicable tax treaties between the United States and Australia.

(f) **Late Payments:** Any sums which are due payable hereunder and are not paid when due shall bear interest compounded daily from the original due date until the date of actual receipt of payment, at the rate of one and one-half percent (1.5%) per month (or such lesser amount as may be permitted under the laws of the Australian Capital Territory) without prejudice to any other rights of Licensor in connection therewith.

8. ACCOUNTINGS:

(a) Statements as to royalties payable hereunder shall be provided to Licensor on a quarterly (calendar year) basis within forty (40) days following the end of each calendar quarterly period along with payment of any royalties shown due on such statements. The first statement and royalty payment shall be due forty (40) days after the quarter end immediately following the initial commercial release of the Game. With each quarterly statement, Licensee shall provide Licensor with copies of accountings or similar statements issued to Licensee by its Publishers and Game Service Operators during the applicable quarter. Royalty payments will continue to be payable for so long as the Game is commercially exploited. All payments shall be made in U.S. Dollars without set-off of any amount or nature whatsoever, whether based on any claimed debt or liability of Licensor to Licensee. The receipt and deposit of monies by Licensor shall not prevent or limit Licensor's right to contest the accuracy and/or correctness of any statement in respect of such monies.

(b) Licensee shall maintain, and shall require each Related Entity to maintain, books of account concerning the computation of Gross Revenues and royalties due hereunder. Licensor, or a certified public

accountant in its behalf, may examine Licensee's and each Related Entity's said books relating to the computation of Gross Revenues and royalties due hereunder, and make copies thereof solely for the purpose of verifying the accuracy thereof, only during Licensee's or such Related Entity's normal business hours, upon reasonable written notice, and no more frequently than once per calendar year. Licensee and its Related Entities shall preserve and keep available to Licensor all such records for a period of two (2) years after the expiration or earlier termination of this Agreement, and shall furthermore use its good faith efforts to require each Publisher or Operator to preserve for the same period of time all documentation to support such Publisher's or Operator's reports to Licensee. All costs of such examination shall be at Licensor's sole expense unless such examination reveals a material misstatement of the amount owing by Licensee, in which event such reasonable costs shall be borne by Licensee and Licensee agrees to reimburse Licensor promptly for such costs. For purposes of this Agreement, a material misstatement shall mean a deficiency of five percent (5%) or more in the amount payable hereunder per each quarterly statement. Notwithstanding anything to the contrary in this Agreement, with respect to any information received by or on behalf of Licensor as a result of an audit pursuant to this Clause 8(b), Licensor and its certified public accountant shall keep such information as confidential in accordance with Clause 17, below.

(c) If Licensee or a Related Entity sells or rents any Software Products, or provides for the Digital Distribution of the Game, or licenses or sublicenses the Game for Digital Distribution or for sale or rental of Software Products by any person, firm or corporation related to or affiliated with Licensee or such Related Entity (for convenience, "Affiliated Transactions"), for terms which are less than the terms charged by Licensee or such Related Entity to unaffiliated third parties, the royalty payable to Licensor in connection with such Affiliated Transactions shall nevertheless be computed as if such transactions were entered into by Licensee or such Related Entity on the highest terms agreed to by Licensee or such Related Entity with an unaffiliated third party.

9. REPRESENTATIONS AND WARRANTIES:

(a) Licensee hereby warrants and represents that (i) this Agreement has been duly authorized, executed and delivered by Licensee; (ii) Licensee has the full power and authority to enter into this Agreement and to perform its obligations hereunder and is free to enter into this Agreement; (iii) this Agreement constitutes the valid and binding obligation of Licensee, enforceable in accordance with its terms; (iv) the making of this Agreement by Licensee does not violate any agreement, right or obligation existing between Licensee and any other person, firm or corporation; (v) no consents of any third parties are required for Licensee to enter into this Agreement; and (vi) the Game is, and will be, original and neither the computer software nor the documentation thereto, nor any part of any character, object, sound or music embodied in the Game, infringes or shall infringe upon any common law or statutory rights or intellectual property rights of any third party including, without limitation, contractual rights, patents, copyrights, mask-work rights, trade secrets, rights of privacy and other intellectual property rights. THE ACCEPTED ENHANCEMENTS ARE LICENSED "AS IS" AND WITHOUT OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY EMPLOYEE OR REPRESENTATIVE OF LICENSEE WILL CREATE A WARRANTY FOR THE PROPERTY, AND LICENSOR MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. LICENSEE MAKES NO REPRESENTATION OR WARRANTY THAT THE GAME WILL BE SUCCESSFUL, OR THAT LICENSEE WILL DERIVE ANY PARTICULAR AMOUNT, OR ANY, GROSS REVENUES.

(b) Licensor hereby represents, warrants and agrees that (i) this Agreement has been duly authorized, executed and delivered by Licensor; (ii) Licensor is the owner of, or holds license rights to, the Licensed Technology, and Licensor has the full power and authority to enter into this Agreement and to perform its obligations hereunder and is free to enter into this Agreement and grant the rights granted to Licensee hereunder; (iii) that this Agreement constitutes the valid and binding obligation of Licensor, enforceable in accordance with its terms; (iv) the making of this Agreement by Licensor does not violate any agreement, right or obligation existing between Licensor and any other person, firm or corporation; (v) no consents of any third parties are required for Licensor to enter into this Agreement; (vi) except as disclosed on Schedule C attached hereto, and as such Schedule C may be updated from time to time (and Licensor shall update such Schedule in the event additional Open Source Software is included with the Licensed Technology and notify Licensee of any such updates), the Licensed Technology does not include any Open Source Software, including without limitation any software licensed pursuant to the General Public License or Lesser General Public License; and (vii) if the lawful rights and interests of third parties are infringed when Licensee uses the Licensed Technology in accordance with this Agreement, Licensor shall indemnify Licensee as provided in Clause 10(a), below. IN ALL OTHER RESPECTS,

THE LICENSED TECHNOLOGY IS LICENSED "AS IS" AND WITHOUT ANY OTHER WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY EMPLOYEE OR REPRESENTATIVE OF LICENSOR WILL CREATE ANY EXPRESS OR IMPLIED WARRANTY NOT CONTAINED IN THIS CLAUSE 9(b) OR EXTEND OR MODIFY ANY WARRANTIES MADE AS OF THE EFFECTIVE DATE OF THIS AGREEMENT AND LICENSEE MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. ANY USE OF THE LICENSED TECHNOLOGY NOT IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, FAILURE TO PROMPTLY INSTALL AT ALL APPROVED FACILITIES ALL UPDATES AND ANY UPGRADES PROVIDED TO LICENSEE WILL INVALIDATE ANY EXPRESS WARRANTIES MADE BY LICENSOR HEREIN.

10. INDEMNIFICATION:

(a) Licensor shall indemnify Licensee, Approved Contractors, Operators and Publishers, and their officers, directors employees and agents (each an "Indemnified Party", and together the "Indemnified Parties") and undertakes to defend the Indemnified Parties and hold the Indemnified Parties harmless from any claims, suits, loss, liability, cost or expense (including reasonable attorney's fees) and damage suffered by Indemnified Parties arising out of or connected in any way with any claim or proceeding commenced against it or them by a third party by reason of Licensor's breach of any of its representations, warranties and agreements herein made or alleging that Licensed Technology, or its use or distribution as permitted hereunder, constitutes an infringement of any copyright or any patent. These obligations are expressly conditioned on the Indemnified Party promptly notifying Licensor in writing of the claim, granting Licensor sole control of the defense and any settlement (and settlement negotiations) of the claim, and fully cooperating in the defense of the claim. Licensor may not settle any such claim that does not fully release the Indemnified Party from liability (and without admission of guilt) without the prior written consent of Licensee. Licensee shall have the right, at Licensee's expense, to participate in the defense thereof with counsel of Licensee's choice, provided further that Licensor shall have the right at all times, in Licensor's sole discretion, to retain control of the conduct thereof. If the Licensed Technology becomes, or in Licensor's opinion is likely to become, the subject of an infringement claim, Licensor will, at its option and expense, either procure for Licensee the right to continue using the Licensed Technology, or use commercially reasonable efforts to replace or modify the Licensed Technology so that it becomes non-infringing. Notwithstanding the foregoing, Licensor will have no obligation to defend or indemnify Licensee with respect to any claim based upon (i) any use of the Licensed Technology not in accordance with this Agreement, (ii) any Licensee Enhancements made to the Licensed Technology by or on behalf of Licensee or any other party other than Licensor or its authorized agents, or (iii) any act or omission for which Licensee is responsible for indemnifying Licensor as provided below. THIS CLAUSE 10(a) STATES LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. Except as may be provided in this Agreement, Licensor, and only Licensor, will be responsible for taking such actions that it determines are reasonably necessary or desirable in connection with any infringement or alleged infringement by a third party of the Licensed Technology.

(b) Licensee shall indemnify Licensor and its officers, directors, employees and agents (each an "Indemnified Party", and together the "Indemnified Parties") and undertakes to defend the Indemnified Parties and hold the Indemnified Parties harmless from any claims, suits, loss, liability, cost or expense (including reasonable attorney's fees) and damage suffered by the Indemnified Parties arising out of or connected in any way with any claim or proceeding commenced against it or them by a third party by reason of Licensee's breach of any of its representations, warranties and agreements herein made. These obligations are expressly conditioned on Licensor promptly notifying Licensee in writing of the claim, and fully cooperating in the defense of the claim. Licensee may not settle any such claim that does not fully release the Indemnified Parties from liability (and without admission of guilt) without the prior written consent of Licensor. Licensor shall have the right, at Licensor's expense, to participate in the defense thereof with counsel of Licensor's choice.

11. LIMITATION ON LIABILITIES: Neither party shall be liable to the other for any incidental, consequential, special, or punitive damages of any kind or nature, arising out of the breach of this Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise, even if the party responsible for such damages has been warned of the possibility of any such loss or damage. The disclaimer of warranty and limitation of liability set forth hereinabove are fundamental elements of the basis of the bargain between the parties hereto and Licensor would not have entered into this Agreement without such limitations. IN NO EVENT WILL LICENSOR'S LIABILITY UNDER THIS AGREEMENT

EXCEED AN AMOUNT EQUAL TO THE FEES AND ROYALTIES ACTUALLY RECEIVED BY LICENSOR HEREUNDER. THE FOREGOING LIMITATIONS ON LIABILITY ARE INAPPLICABLE TO THE EITHER PARTY'S OBLIGATION OF INDEMNIFICATION AS SET FORTH IN THIS AGREEMENT, TO ANY BREACH OF SECTION 17, OR TO ANY VIOLATION OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

12. DEFAULT/TERMINATION:

(a) Each of the following shall constitute a default by a party (hereinafter referred to as "Licensee's Default" or "Licensor's Default" respectively):

(i) If such party shall fail to perform any of its material obligations required hereunder.

(ii) If such party petitions for or consents to any relief under any bankruptcy, reorganization, receivership, insolvency, compromise or similar laws or statutes, or if such party consents to appointment of a receiver, liquidator, trustee or assignee in bankruptcy or if such party makes an assignment for benefit of, or composition with, creditors, or if a third party commences any insolvency proceeding against such party.

(iii) If such party elects to sell substantially all of its assets, or to wind up, liquidate or dissolve and to distribute its assets or to enter into any transaction of merger or consolidation, except as permitted under Clause 15, below, prior to the expiration of the Term hereof without the other party's prior written approval.

(iv) If such party assigns, sublicenses or delegates any or all of its rights or obligations hereunder without the prior written consent of the other party.

(b) In the event of Licensee's Default, Licensor shall notify Licensee thereof, which notice shall be effective when given pursuant to Clause 14, below, and, provided such Default is other than Licensee's failure to pay the License Fee on or before December 28, 2007 as provided in Clause 7(a), above, Licensee shall have a period of thirty (30) days thereafter to cure such default, failing which, in addition to and without prejudice to any and all of its other rights and remedies at law, equity or otherwise, Licensor may terminate all rights of Licensee under this Agreement upon giving written notice of termination to Licensee. Licensee's failure to pay the License Fee on or before December 28, 2007 as provided in Clause 7(a), above, shall cause this Agreement to be void *ab initio*. In the event this Agreement is terminated for a Default by Licensee or if this Agreement is voided for Licensee's failure to pay the License Fee on or before December 28, 2007 as provided in Clause 7(a), above, the rights granted to Licensee herein to use the Licensed Technology in connection with the development of the Game shall be terminated and all rights granted to Licensee shall forthwith revert to Licensor and Licensee shall not thereafter design or develop, or permit third parties to design or develop, the Game or any other material incorporating the Licensed Technology or market, advertise, distribute or sell the Game in any place whatsoever or permit the Digital Distribution of the Game. Notwithstanding the termination of this Agreement pursuant to this Clause 12(b), all sums which were paid to Licensor prior to such termination are not refundable and any sums which were due and payable by Licensee to Licensor prior to such termination (including without limitation, unpaid License Fees, Royalties, Maintenance Fees and On-Site Support Fees) shall remain due and owing to Licensor.

(c) In the event of Licensor's Default, Licensee may notify Licensor thereof, which notice shall be effective when given pursuant to Clause 14, below, and Licensor shall have a period of thirty (30) days to cure such default, failing which, in addition to and without prejudice to any and all of its other rights and remedies at law, equity or otherwise: (i) if the default constitutes Licensor's failure to deliver the remainder of the Licensed Technology to Licensee following execution of this Agreement and receipt of all License Fees and Licensor fails to cure such failure as provided herein, Licensee may thereafter terminate this Agreement, and Licensor shall promptly refund the License Fee to Licensee; and (ii) if the default constitutes Licensor's failure to provide Support in accordance with the terms of this Agreement, and Licensor fails to cure such failure as provided herein, Licensee may thereafter terminate Support on written notice to Licensor, and Licensee shall be entitled to a pro-rata refund of the Maintenance Fee with respect to the period after such termination.

(d) In the event the Term of this Agreement expires without Licensee commencing development of the Game hereunder, or this Agreement is terminated for a Default by Licensee, the rights granted to Licensee herein to use the Licensed Technology in connection with the development of the Game shall forthwith revert to Licensor.

(e) Licensee shall have the right, in its discretion, to discontinue its use of the Licensed Technology and terminate this Agreement at its convenience, prior to the expiration of the Term, by notice given to Licensor pursuant to Section 14. In the event Licensee elects to discontinue its use of the Licensed Technology and upon such termination, all rights granted to Licensee herein shall forthwith revert to Licensor and Licensee shall not thereafter design or develop, or permit third parties to design or develop, the Game or any other material incorporating the Licensed Technology or market, advertise, distribute or sell the Game in any place whatsoever or permit the Digital Distribution of the Game. Notwithstanding the termination of this Agreement pursuant to this Clause 12(e), all sums which were paid to Licensor prior to such termination are not refundable and any sums which were due and payable by Licensee to Licensor prior to such termination (including without limitation, unpaid License Fees, Royalties and Maintenance Fees) shall remain due and owing to Licensor.

(f) In the event this Agreement becomes voided by reason of Licensee's failure to pay the License Fee on or before December 28, 2007 as provided in Clause 7(a), above, or is terminated by Licensor pursuant to Clause 12(b), or by Licensee pursuant to Clause 12(e), above, all materials delivered by each party to the other, as well as all copies of each party's Confidential Information (as defined below) in tangible form, including without limitation any and all computer software files and documentation, which are in the other party's possession (including materials in the possession of any Authorized User, employee, or contractor) will be returned to such party within ten (10) days of the date of termination of this Agreement and each party agrees that neither it nor any Authorized User, employee, or contractor shall thereafter retain any photocopies, backup copies, or other reproductions or transcriptions of any portion of the Confidential Information of the other party.

13. **INJUNCTION:** Licensee acknowledges that its failure to perform any of the terms or conditions of this Agreement shall result in immediate and irreparable damage to Licensor. Licensee also acknowledges that there will be no adequate remedy at law for such failures and that in the event thereof Licensor shall be entitled to equitable relief by way of temporary and permanent injunctions and such other further relief as any court with jurisdiction may deem just and proper.

14. **NOTICES:** All notices, statements, payments and/or demands for arbitration to be given to the parties hereunder shall be addressed to the parties at the addresses set forth on the first page hereof or at such other address as the parties shall designate in writing from time to time. All notices shall be in writing and may be sent by personal delivery (to an officer of the party being served), mail, or facsimile (if confirmed by mail or personal delivery of the hard copy), all charges prepaid, to the appropriate address set forth above (which address for notices may be changed by notice given as aforesaid). Except as otherwise provided herein, such notices shall be deemed given when personally delivered, all charges prepaid, or on the date five (5) days following the date of mailing, except that notices of change of address shall be effective only after the actual receipt thereof. Copies of all notices to Licensor should be sent to Licensor at its address set forth above, Attention: John De Margheriti, and to David S. Rosenbaum, Esq., 6303 Owensmouth Avenue, 10th Floor, Woodland Hills, California USA 91367.

15. **ASSIGNMENT:** The rights and obligations of each party hereunder may not be assigned, delegated, or sublicensed without the prior written consent of the other party. Notwithstanding the foregoing,

(a) Licensee may assign this Agreement without Licensor's consent to a successor-in-interest ("Licensee's Assignee") to all or substantially all of Licensee's stock, assets or business, provided that the following conditions are met:

(i) Licensee's Assignee is not a direct competitor of Licensor; for purposes hereof, any company that is engaged in the development and licensing of middleware such as, but not limited to, server applications, tools, 3D client engines and APIs designed to facilitate the development of digitally distributed content, such as massively-multiplayer on line games and multi-user online services (and the online environments that support the service and which simulate a 3-D virtual world environment entirely built and owned by its end-user account holders) shall be deemed a direct competitor;

(ii) Licensee's Assignee shall expressly acknowledge to Licensor in writing that it assumes all obligations under this Agreement to Licensor, and until such time as Licensor receives such written acknowledgment, such assignment shall not relieve Licensee of its obligations to Licensor under this Agreement;

(iii) In the event that Licensee has failed to install all Updates and Upgrades provided to

Licensee prior to such assignment, Licensee's Assignee shall be required to install all such Updates and Upgrades and certify to Licensor that it has complied with such requirement before Licensor shall be obligated to provide any Basic Support to Licensee's Assignee; and

(iv) In the event that Licensee has elected to terminate Basic Support as provided above prior to such assignment, Licensee's Assignee shall be required to acknowledge to Licensor that Licensee's Assignee shall not be entitled to any Support whatsoever except to resume Basic Support as may be provided in Clause 7(c), above.

(b) Licensor may assign any of its rights or obligations hereunder without Licensee's consent to any subsidiary, affiliated, or related company of Licensor or to a successor-in-interest ("Licensor's Assignee") to all or substantially all of Licensor's stock, assets or business provided that, as a condition precedent to such an assignment, Licensor's Assignee expressly assumes all of Licensor's obligations hereunder.

16. MISCELLANEOUS:

(a) The entire understanding between the parties hereto relating to the subject matter hereof is contained herein. There are no representations, warranties, terms, conditions, undertakings or collateral Agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. This Agreement cannot be changed, modified, amended or terminated except by an instrument in writing executed by both Licensee and Licensor. All Schedules which may be attached hereto constitute a part of this Agreement and are incorporated herein by this reference. The headings and captions used herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. This Agreement shall not be deemed effective, final or binding upon Licensor or Licensee until signed by each of them. Only the final, executed Agreement is admissible as the written Agreement between the parties and prior drafts, if any, incorporating revisions or original language may not be used, and shall not be admissible as evidence for any purpose in any litigation that may arise between the parties. This Agreement shall be deemed to have been drafted by all the parties hereto, since all parties were assisted by their counsel in reviewing and agreeing thereto, and no ambiguity shall be resolved against any party by virtue of its participation in the drafting of this Agreement. In the event that the text of this Agreement is translated into a language other than English and the parties executed both an English language version and a translated version of this Agreement, it is understood and agreed that the English language version of the Agreement shall, for all purposes (including with out limitation in the event of a dispute between the parties to this Agreement), be the controlling version of the Agreement.

(b) No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein and shall not be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof. Except as otherwise provided in this Agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy.

(c) This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Licensor and Licensee. Neither Licensee nor Licensor shall have any right, power or authority to obligate or bind the other in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons.

(d) This agreement shall be governed by the laws of the State of California, without regard to its principles of conflicts of laws. Any controversy, claim, dispute or disagreement in respect of this Agreement shall be resolved by binding arbitration as follows: if Licensee is the party electing to refer the dispute to arbitration, the arbitration shall be held in Canberra, Australia under the auspices of, and in accordance with the rules of, the Institute of Arbitrators and Mediators; if Licensor is the party electing to refer the dispute to arbitration, the arbitration shall be held in Boston, Massachusetts under the auspices of, and in accordance with the comprehensive rules of JAMS; provided, that notwithstanding the foregoing, this choice of jurisdiction or venue does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction. Each party shall advance its own costs in connection with any such proceeding as well as pay one-half of the fees due to the arbitrator, provided, however, the arbitrator may, in any award, allocate all or part of the costs and expenses of the arbitration, including the fees of the arbitrator, the reasonable attorneys' fees, and consulting expert fees

and expenses of the prevailing party.

(e) If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, then either such provision will be deemed amended to conform to such laws or regulations without materially altering the intention of the parties or it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

(f) Each party expressly covenants and agrees that, during the Term of this agreement and for a one (1) year period following the termination of this Agreement, for any reason, such party shall not, directly or indirectly, alone or in concert with others, recruit, solicit or induce, or attempt to recruit, solicit or induce any employee, officer, consultant, representative, independent contractor or advisor of the other party to terminate, alter, or modify their employment or relationship with the other party or with any parent, subsidiary or affiliated corporation or entity of the other party, wherever located.

17. CONFIDENTIALITY:

(a) This Agreement provides for the protection of information provided to either party by the other, being information relating to the Game, Licensed Technology, product titles, customers, employees, programmers, publishers, Licensees, artists, tools and techniques, software algorithms and routines, designs, drawings, schematics and other documentation relating thereto and other confidential and proprietary business information of Licensee or Licensor (hereinafter collectively referred to as "Confidential Information." The party disclosing the Confidential Information shall be referred to as the "Disclosing Party" and the party receiving the Confidential Information shall be referred to as the "Receiving Party." Except as otherwise permitted by this Agreement, each Receiving Party shall keep in confidence and not disclose to any third party, without the written permission of the Disclosing Party, the Confidential Information made known to it under this Agreement. This requirement of confidentiality shall not apply to any information that (i) is in the public domain through no wrongful act of the Receiving Party; (ii) is rightfully received by the Receiving Party from a third party who is not bound by a restriction of nondisclosure; (iii) is already in the Receiving Party's possession without restriction as to disclosure; (iv) was independently developed by the Receiving Party; or (v) required to be disclosed by operation of law or by order of a court or administrative body of competent jurisdiction, (provided that prior to such disclosure, the Disclosing Party shall first receive notice thereof from the Receiving Party and have the opportunity to contest such order or requirement of disclosure or seek appropriate protective order). The Receiving Party may disclose the Confidential Information only to those Authorized Users who need to know such information to effectuate the purposes of this Agreement and only to the extent necessary for such purpose. For the avoidance of doubt, Licensee may not disclose any of Licensor's Confidential Information to any third party which is engaged in the development and licensing of middleware technology that is competitive with the Licensed Technology.

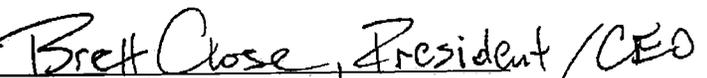
(b) Upon termination of this Agreement, all copies of Confidential Information in tangible form, including without limitation any and all computer software files, which are in a Receiving Party's possession (or in the possession of any consultant who has received such Confidential Material from a Receiving Party or any of a Receiving Party's agents or employees) will be returned to the Disclosing Party within ten (10) days of the date of termination of this Agreement and each Receiving Party agrees that it shall thereafter retain no photocopies, backup copies, or other reproductions or transcriptions of any portion of the Confidential Information.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year last below written.

BIGWORLD PTY, LTD.

38 STUDIOS, LLC

By: 
John De Margheriti
President/CEO

By: 
Brett Close, President/CEO

Date: 28th Dec, 2007

Date: Dec 27, 2007

[Neither an offer nor an agreement until executed by both parties hereto]

SCHEDULE "A"

DESCRIPTION OF LICENSED TECHNOLOGY

Server Side Executables

Item	Description	Language	Source Provided?
CellApp	Process that maintains the entities within a mobile geometric boundary. To support the Area-of-Interest and data redundancy a cell also manages 'ghosts' or copies of entities in geometrically adjacent cells.	C++	Full ¹
BaseApp	Process which manages a group of base entities. There is one proxy (a special type of base) for each client, or user. The BaseApp acts as a firewall for the server cluster.	C++	Full ¹
CellApp Manager	Front-end process that connects to a BigWorld Pty Ltd run process that manages CellApps, cells and spaces.	C++	Full ¹
BaseApp Manager	Process which manages all the BaseApps. It allocates new Client Proxies to the most appropriate BaseApp.	C++	Full ¹
Login App	Process which clients initially contact to initiate a session. Upon successful login, LoginApp adds the player to the rest of the server cluster.	C++	Full ¹
Machine Daemon (bwmachined)	Process (daemon) which runs on each machine in the server cluster. It can start, stop and locate server components. It also monitors CPU, memory, and network usage and provides information to network clients.	C++	Full ¹
Database Manager (dbmgr)	Process which interfaces to persistent storage.	C++	Full ¹
Reviver	Process that monitors process health, and starts replacements on unexpected death	C++	Full ¹

Server Side Tools

Item	Description	Language /OS	Source Provided?
Space Viewer	The Space Viewer is a real-time view of the position of entities in a space. You can see what cell they belong to, check player densities, and monitor server load balancing.	Python/ Linux & Win32	Full ¹
WebConsole	Web based interface to the server, to start, stop and view server processes. Also includes graphing tool (StatGrapher), and log viewer tool (LogViewer).	Python/ Linux	Full ¹
MessageLogger	Process that receives all log messages from other processes and writes to log files, viewed by WebConsole's LogViewer.	C++	Full ¹
StatLogger	Process that receives all stats from other processes and writes to log files, viewed by WebConsole's StatGrapher.	Python	Full ¹

Client Side Tools

Item	Description	Language	Source Provided?
Nav Mesh Generator (navgen)	Creates navigation mesh used for pathing from world data.	C++/Win32	Full ¹
BigBang Daemon (bigbangd)	Process with which WorldEditor talks to manage shared access to the world data.	C++/ Linux	Full ¹
Animation Exporter (plugin executable)	3D Studio MAX (versions 8 & 9) & Maya (versions 7, 8, 8.5) exporter plug-in for animations	C++	Full ¹
Visual Exporter (plugin executable)	3D Studio MAX (versions 8 & 9) & Maya (versions 7, 8, 8.5) exporter plug-in for mesh objects	C++	Full ¹
ModelEditor	Tool to preview and edit models with animations.	C++ & Python	Full ¹

WorldEditor	Create/adjust 3D landscape, indoor spaces, lighting, other props - trees etc.	C++ & Python	Full ¹
ParticleEditor	Tool to edit particle systems.	C++ & Python	Full ¹
Client Access Tool (cat)	Allows high level tweaking of a running game	Python	Full ¹
Resource Packager (res_packer)	Compiles resources into a form suitable for shipping (burning to disc)	C++ & Python	Full ¹

Libraries

Item	Description	Utilisation	Source Provided?
Standard Lib (cstdmf.lib)	Library which supports low-level utility classes, e.g. timers, smart pointers, debugging features.	Client, Server, Tools	Full ¹
Entitydef (entitydef.lib)	Library which supports licensee-definable data types (entities) that are presented in python and which BigWorld synchronises across the client and server.	Client, Server, Tools	Full ¹
Math (math.lib)	Library of math routines including matrices, vectors, lines, noise, quaternion, & bounding boxes.	Client, Server, Tools	Full ¹
Network (network.lib)	Library of optimised inter-process communications routines - both inter-server and client-server. (Includes 'mercury' classes)	Client, Server, Tools	Full ¹
Python Script Glue (pyscript.lib)	Library of Python/C++ integration classes	Client, Server, Tools	Full ¹
Resource Manager (resmgr.lib)	Library providing generic file loading management.	Client, Server, Tools	Full ¹
Waypoint (waypoint.lib)	Library supporting pathing within world	Server, Tools	Full ¹
Zip (zip.lib)	Library of general purpose compression routines (This is re-distributable public domain software)	Client, Server, Tools	Full ¹
Chunk Lib (chunk.lib)	Library which supports chunks and objects contained within them. Chunks are convex three dimensional volumes containing other objects. They are nodes of the scene graph. This library manages the loading/unloading of pieces of the world and items within those pieces ('chunks'). Minimises drawing of chunks using portals culling.	Client, Server, Tools	Full ¹
GUI (ashes.lib)	GUI library for simple GUI elements. Includes font drawing code which supports Unicode.	Client, Tools	Full ¹
Camera (camera.lib)	Provides various camera types including Free (free-flying), Cursor (follows player) etc.	Client, Tools	Full ¹
Input (input.lib)	Manages input events from various devices	Client, Tools	Full ¹
Renderer (moo.lib)	DirectX 9 3D engine. It provides resource, object and device based services. Resource based services include the generation and management of vertex buffers, index buffers, vertex and pixel shaders. Object based services include a full animation system, skinned bipeds, compound skeletal geometrics, and specialised terrain rendering. Device based services include level-of-detail control over rendering states, encapsulated in materials and shaders. Moo provides an alpha-blended sorted triangle pipeline. Texture rendering features include: animated textures and cube maps.	Client, Tools	Full ¹
Collision Detection (physics.lib)	BSP (Binary Space Partitioning Trees), quad and hull trees used for collision-scene tests.	Client, Server, Tools	Full ¹
Miscellaneous Render	General systems such as detail objects (flora) used for grass etc, weather	Client,	Full ¹

Systems (romp.lib)	systems, sun and moon objects, lens effects, particle systems, etc (Random Objects and Miscellaneous Pieces).	Server, Tools	
Application Manager (appmgr.lib)	Standard application framework used for the tools.	Tools	Full ¹
Duplo (duplo.lib)	Library to handle models and their attachments.	Client	Full ¹
Gizmo (gizmo.lib)	Library of shared 3D tool components.	Tools	Full ¹
Tools GUI Components (controls.lib, guimgr.lib, gultabs.lib, ual.lib)	Library of shared tool components.	Tools	Full ¹
Global Exception Handler (geh.lib)	Library which captures application crashes.	Tools	Full ¹
SpeedTree (speedtree.lib)	Interface library to the SpeedTree 3 rd party library.	Client, Tools	Full ¹
Server (server.lib)	Shared routines for server executables.	Server	Full ¹
Python Library (python.lib)	Python Interpreter Library (This is re-distributable public domain software)	Client, Server, Tools	Full ¹

Working Example Code For Client

Item	Description	Source Provided?
FantasyDemo	Large scale working demonstration of a game, including movement, item manipulation, combat and GUI	Full ¹

Working Example Code For Server

Item	Description	Source Provided?
EgClient1	Bare bones client using just the networking layer. It can log into the server but little else.	Full ¹
EgClient2	Builds on EgClient1 and adds simple client side entities (no method calls, but property updates)	Full ¹
EgClient3	Builds on EgClient2 and adds examples of how to perform calls to the server in C++	Full ¹
EgClient4	Builds on EgClient3 and adds examples of Python scripting	Full ¹

Documentation Provided

- Server Overview
- Server Operations Guide
- Server Programming Guide
- Server Tools Installation Guide
- Server Installation Guide
- Python API (for all libraries)
- C++ API (for all libraries)
- Client Programming Guide
- Client Tools Reference Guide
- Content Creation Guide
- Reference Guide for Tools
- FAQs
- Release notes

Server Environments (Build/Runtime)

Intel x86 compatible CPU
 Fedora Core 5 or 6/Debian Sarge
 Python 2.4
 gcc 4.1 C++ compiler

Client and Tools Runtime Environment



on, derived from or inspired by the Game.

(c) Contractor shall only design and develop the Game as and when directed by Licensee. Contractor shall look solely to Licensee for any sums due Contractor for the design and development of the Game and Contractor shall not acquire any security interest, lien or other encumbrance over the Licensed Technology to secure payment therefore.

(d) In order that Licensor may be assured that the provisions of this Agreement are being observed, Contractor shall allow Licensor or Licensor's designee to enter upon Contractor's premises during regular business hours, upon reasonable prior written notice to Contractor and Licensee, for the purpose of reviewing of inspecting Contractor's use of the Licensed Technology. Contractor acknowledges and agrees that Licensor is a third party beneficiary of the Development Agreement.

(e) Contractor shall cooperate with Licensor and Licensee in protecting the Licensed Technology and shall promptly supply Licensor with any information or materials reasonably required by Licensor. If Contractor learns of any unauthorized use of the Licensed Technology in the Territory, Contractor shall promptly advise Licensor and Licensee in writing of the nature and extent of same. Licensor and/or Licensee may, in its sole discretion, take, or elect not to take, such action as it deems advisable against any infringing party without consultation with, or responsibility to, Contractor.

3. **DISCLAIMER OF SOFTWARE WARRANTIES:** CONTRACTOR ACKNOWLEDGES THAT THE LICENSED TECHNOLOGY IS LICENSED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY EMPLOYEE OR REPRESENTATIVE OF LICENSOR WILL CREATE A WARRANTY FOR THE PROPERTY, AND CONTRACTOR MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

4. **INDEMNIFICATION:** Contractor shall indemnify Licensor and undertakes to defend Licensor and hold Licensor harmless from (and shall cause Contractor to indemnify, defend and hold Licensor harmless from) any claims, suits, loss, liability, cost or expense (including reasonable attorney's fees) and damage suffered by Licensor arising out of or connected in any way with any claim or proceeding commenced against it or them by reason of Contractor's breach of this agreement or by reason of the assertion of any claim to which such indemnity relates, or out of any allegedly or in fact unauthorized use of any patent, process, idea, method or device by Contractor in connection with the Licensed Technology and/or the Game or any other alleged or other action by Contractor and also from any claims, suits, loss, liability, expense (including costs of suit and attorney's fees) and damage arising out of alleged or actual defects in the Game. Licensor shall promptly notify Contractor of any such claim or proceeding and shall not settle any such claim without Contractor's prior written consent. Contractor may not settle any such claim that does not fully release Licensor from liability (and without admission of guilt) without the prior written consent of Licensor. Licensor shall have the right, at Licensor's expense, to participate in the defense thereof with counsel of Licensor's choice. Licensor shall provide Contractor with any assistance that Contractor may request.

5. **LIMITATION ON LIABILITIES:** Licensor shall not be liable to Contractor for any direct, incidental, consequential, special, or punitive damages of any kind or nature, including, without limitation, the breach of this Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise, even if Licensor has been warned of the possibility of any such loss or damage. The disclaimer of warranty and limitation of liability set forth hereinabove are fundamental elements of the basis of the bargain between the parties hereto and Licensor would not have entered into this Agreement without such limitations.

6. **TERM AND TERMINATION:**

(a) The term of this Agreement shall commence on the date of Licensee's Development Agreement to Contractor and shall expire or terminate as per the terms of said Development Agreement.

(b) Upon expiration or termination of this Agreement, for any reason, all rights granted to Contractor pursuant to the Development Agreement shall forthwith revert to Licensor. Contractor shall not thereafter design or develop the Game or any other material incorporating the Licensed Technology. All copies of Confidential

Information in tangible form, including without limitation any all computer software files, which are in Contractor's possession will be returned to Licensee within ten (10) days of the expiration or termination of this Agreement and Contractor agrees that it shall thereafter retain no photocopies, backup copies, or other reproductions or transcriptions of any portion of the Confidential Information (as defined below).

7. **RIGHT OF ACTION & INJUNCTIVE RELIEF:** If Contractor fails to perform or breaches any of the terms or conditions of this Agreement or the Development Agreement, then Contractor acknowledges that such failure or breach shall result in an immediate and irreparable damage to Licensor. Contractor also acknowledges that there may be no adequate remedy at law for such failures or breaches and that in the event thereof Licensor shall be entitled to equitable relief by way of temporary and permanent injunctions and such other further relief as any court with jurisdiction may deem just and proper.

8. **NOTICES:** All notices and/or demands for arbitration to be given to the parties hereunder shall be addressed to the parties at the addresses set forth on the first page hereof or at such other address as the parties shall designate in writing from time to time. All notices shall be in writing and may be sent by personal delivery (to an officer of the party being served), mail, or facsimile (if confirmed by mail or personal delivery of the hard copy), all charges prepaid, to the appropriate address set forth above (which address for notices may be changed by notice given as aforesaid). Except as otherwise provided herein, such notices shall be deemed given when personally delivered, all charges prepaid, or on the date five (5) days following the date of mailing, except that notices of change of address shall be effective only after the actual receipt thereof. Courtesy copies of all notices to Licensor should be sent to Licensor at its address set forth above, Attention: John De Margheriti, and to David S. Rosenbaum, Esq., 6303 Owensmouth Avenue, 10th Floor, Woodland Hills, California USA 91367; such courtesy copies may be sent by facsimile without the need for sending a confirming copy as otherwise required by this Paragraph 8.

9. **MISCELLANEOUS:**

(a) The rights and obligations of Contractor hereunder may not be assigned, delegated, or sublicensed, except to Licensee, without the prior written consent of Licensor.

(b) The entire understanding between the parties hereto relating to the subject matter hereof is contained herein. There are no representations, warranties, terms, conditions, undertakings or collateral Agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. This Agreement cannot be changed, modified, amended or terminated except by an instrument in writing executed by both Contractor and Licensor. The headings and captions used herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. This Agreement shall not be deemed effective, final or binding upon Licensor or Contractor until signed by each of them.

(c) No waiver, modification or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any act other than those specifically referred to therein and shall not be deemed or construed to be a waiver of such terms or conditions for the future or any subsequent breach thereof. Except as otherwise provided in this Agreement, all rights and remedies herein or otherwise shall be cumulative and none of them shall be in limitation of any other right or remedy.

(d) This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Licensor and Contractor. Neither Contractor nor Licensor shall have any right, power or authority to obligate or bind the other in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons.

(e) This Agreement shall be governed by the laws of Australia and the Australia Capital Territory. Any controversy, claim, dispute or disagreement in respect of this Agreement shall be resolved by binding arbitration in Canberra, Australia, subject to the rules of the Australian Capital Territory, Australia, which tribunal shall have exclusive jurisdiction thereof. If either party shall retain the services of any attorney to enforce any rights hereunder, the prevailing party shall be entitled to receive from the other party all costs and expenses including, but not limited to arbitration costs, attorney's fees, lawyers fees and expenses, and consulting expert fees and expenses incurred in connection therewith.

(f) If any provision of this Agreement is or becomes or is deemed invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, then either such provision will be deemed amended to conform to such laws or regulations without materially altering the intention of the parties or it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

(g) This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Facsimile signatures shall be accepted as proof of execution.

10. CONFIDENTIALITY: This Agreement provides for the protection of information provided to Contractor by Licensee, being information relating to the Licensed Technology and documentation relating thereto and any other confidential and proprietary business information of Licensor (hereinafter collectively referred to as "Confidential Information"). Contractor shall keep in confidence and not disclose to any third party, without the written permission of Licensor, the Confidential Information made known to it under this Agreement. This requirement of confidentiality shall not apply to any information that (a) is in the public domain through no wrongful act of Contractor; (b) is rightfully received by the Contractor from a third party who is not bound by a restriction of nondisclosure; (c) was independently developed by Contractor; or (d) required to be disclosed by operation of law or by order of a court or administrative body of competent jurisdiction, (provided that prior to such disclosure, Licensor shall first receive notice thereof from Contractor and have the opportunity to contest such order or requirement of disclosure or seek appropriate protective order). Contractor may disclose the Confidential Information only to those of its employees who need to know such information to effectuate the purposes of this Agreement and only to the extent necessary for such purpose. Upon termination of this Agreement, all copies of Confidential Information in tangible form shall be returned as provided in Paragraph 6(b), above. Contractor shall make no public announcement or issue any press release or comment or other public disclosure regarding this Agreement or Contractor's use of the Licensed Technology or Contractor's relationship with Licensor without Licensor's prior written consent.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

BIGWORLD PTY, LTD.

[CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

38 STUDIOS, LLC

By: _____

Its: _____

SCHEDULE "C"

OPEN SOURCE LISTING

This file contains licenses of external libraries included in the BigWorld server, server tools and client tools components.

Python

A. HISTORY OF THE SOFTWARE

Python was created in the early 1990s by Guido van Rossum at Stichting Mathematisch Centrum (CWI, see <http://www.cwi.nl>) in the Netherlands as a successor of a language called ABC. Guido remains Python's principal author, although it includes many contributions from others.

In 1995, Guido continued his work on Python at the Corporation for National Research Initiatives (CNRI, see <http://www.cnri.reston.va.us>) in Reston, Virginia where he released several versions of the software.

In May 2000, Guido and the Python core development team moved to BeOpen.com to form the BeOpen PythonLabs team. In October of the same year, the Python Labs team moved to Digital Creations (now Zope Corporation, see <http://www.zope.com>). In 2001, the Python Software Foundation (PSF, see <http://www.python.org/psf/>) was formed, a non-profit organization created specifically to own Python-related Intellectual Property. Zope Corporation is a sponsoring member of the PSF.

All Python releases are Open Source (see <http://www.opensource.org> for the Open Source Definition). Historically, most, but not all, Python releases have also been GPL-compatible; the table below summarizes the various releases.

Release	Derived	Year	Owner	GPL- compatible? (1)
0.9.0 thru 1.2		1991-1995	CWI	yes
1.3 thru 1.5.2	1.2	1995-1999	CNRI	yes
1.6	1.5.2	2000	CNRI	no
2.0	1.6	2000	BeOpen.com	no
1.6.1	1.6	2001	CNRI	yes (2)
2.1	2.0+1.6.1	2001	PSF	no
2.0.1	2.0+1.6.1	2001	PSF	yes
2.1.1	2.1+2.0.1	2001	PSF	yes
2.2	2.1.1	2001	PSF	yes
2.1.2	2.1.1	2002	PSF	yes
2.1.3	2.1.2	2002	PSF	yes
2.2.1	2.2	2002	PSF	yes
2.2.2	2.2.1	2002	PSF	yes
2.2.3	2.2.2	2003	PSF	yes
2.3	2.2.2	2002-2003	PSF	yes
2.3.1	2.3	2002-2003	PSF	yes
2.3.2	2.3.1	2002-2003	PSF	yes
2.3.3	2.3.2	2002-2003	PSF	yes
2.3.4	2.3.3	2004	PSF	yes
2.3.5	2.3.4	2005	PSF	yes
2.4	2.3	2004	PSF	yes
2.4.1	2.4	2005	PSF	yes
2.4.2	2.4.1	2005	PSF	yes

2.4.3	2.4.2	2006	PSF	yes
2.5	2.4	2006	PSF	yes

Footnotes:

(1) GPL-compatible doesn't mean that we're distributing Python under the GPL. All Python licenses, unlike the GPL, let you distribute a modified version without making your changes open source. The GPL-compatible licenses make it possible to combine Python with other software that is released under the GPL; the others don't.

(2) According to Richard Stallman, 1.6.1 is not GPL-compatible, because its license has a choice of law clause. According to CNRI, however, Stallman's lawyer has told CNRI's lawyer that 1.6.1 is "not incompatible" with the GPL.

Thanks to the many outside volunteers who have worked under Guido's direction to make these releases possible.

B. TERMS AND CONDITIONS FOR ACCESSING OR OTHERWISE USING PYTHON

=====

PYTHON SOFTWARE FOUNDATION LICENSE VERSION 2

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BEOPEN PYTHON OPEN SOURCE LICENSE AGREEMENT VERSION 1

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3. BeOpen is making the Software available to Licensee on an "AS IS" basis. BEOPEN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, BEOPEN MAKES NO AND DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY THIRD PARTY RIGHTS.

4. BEOPEN SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER USERS OF THE SOFTWARE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS AS A RESULT OF USING, MODIFYING OR DISTRIBUTING THE SOFTWARE, OR ANY DERIVATIVE THEREOF, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

5. This License Agreement will automatically terminate upon a material breach of its terms and conditions.

6. This License Agreement shall be governed by and interpreted in all respects by the law of the State of California, excluding conflict of law provisions. Nothing in this License Agreement shall be deemed to create any relationship of agency, partnership, or joint venture between BeOpen and Licensee. This License Agreement does not grant permission to use BeOpen trademarks or trade names in a trademark sense to endorse or promote products or services of Licensee, or any third party. As an exception, the "BeOpen Python" logos available at <http://www.pythonlabs.com/logos.html> may be used according to the permissions granted on that web page.

7. By copying, installing or otherwise using the software, Licensee agrees to be bound by the terms and conditions of this License Agreement.

CNRI LICENSE AGREEMENT FOR PYTHON 1.6.1

1. This LICENSE AGREEMENT is between the Corporation for National Research Initiatives, having an office at 1895 Preston White Drive, Reston, VA 20191 ("CNRI"), and the Individual or Organization ("Licensee") accessing and otherwise using Python 1.6.1 software in source or binary form and its associated documentation.

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