TEMPUS EX MACHINA ™

FusionFeed API and SDK License Agreement

This FusionFeed API and SDK license agreement (the "Agreement") is between Tempus Ex Machina, Inc. ("LICENSOR") and, collectively, the individual who signs this Agreement, the entity that employs the signer, and any individual or entity clients that have engaged the signer (the "LICENSEE" or you) and shall be effective as of the earlier of the date this Agreement is agreed by clicking the applicable box or the date that the LICENSEE, including any of its employees, first accesses the FusionFeed API and/or SDK (collectively the "SOFTWARE"). To the extent that LICENSEE is working on behalf of a third party, LICENSEE also agrees to these terms on behalf of such third parties in addition to doing so on LICENSEE'S behalf.

IMPORTANT - READ CAREFULLY:

IMPROPER USE OR DISCLOSURE OF CONTENT PROVIDED IN THIS SOFTWARE, INCLUDING CONTENT OWNER'S MATERIALS (THE "MATERIALS"), IS A VIOLATION OF THE TERMS OF AGREEMENT AND INTELLECTUAL PROPERTY LAWS. TEMPUS EX MACHINA, INC. WILL PURSUE ALL LEGAL REMEDIES TO THE GREATEST EXTENT OF THE LAW FOR ANY MISUSE OF THIS SOFTWARE AND/OR THE AUDIO, VIDEO, AND OTHER DATA AND CONTENT CONTAINED HEREIN. ANY DISCLOSURE OF SUCH INFORMATION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF TEMPUS EX MACHINA, INC. IS DEEMED TO BE A VIOLATION OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL PROVIDE LICENSEE WITH THE RIGHT TO USE, DISPLAY, OR BROADCAST MATERIALS. LICENSEE IS SOLELY RESPONSIBLE FOR PROCURING THE RIGHTS AND APPROVALS TO USE MATERIALS FROM THE RIGHTSHOLDER.

THE SOFTWARE IS PROVIDED ONLY UNDER THE FOLLOWING LICENSE WITH LICENSOR. PLEASE READ THE FOLLOWING LICENSE CAREFULLY. LICENSOR WILL PROVIDE YOU WITH ACCESS TO THE SOFTWARE AND RELATED ONLINE OR ELECTRONIC DOCUMENTATION (HEREINAFTER REFERRED TO AS "SOFTWARE") ONLY IF YOU ACCEPT THIS AGREEMENT".

The SOFTWARE also includes any patches, updates, and supplements to this original SOFTWARE, to be provided to the LICENSEE by and at the LICENSOR's sole discretion. By installing, copying, downloading, accessing, or otherwise using the SOFTWARE or any content associated with the SOFTWARE, LICENSEE agrees to be bound by the terms of this AGREEMENT. If LICENSEE does not agree to this AGREEMENT's terms, LICENSEE shall not access, install, download, or otherwise use the SOFTWARE.

1. License Terms

1.1. License Grant

Subject to this AGREEMENT's terms, LICENSOR grants LICENSEE a non-exclusive, revocable, non-transferable, non-sublicensable license (the "LICENSE") for the sole individual who accepts the LICENSE to use the SOFTWARE during the LICENSE PERIOD, for the sole purpose of evaluating the SOFTWARE and for no other purpose whatsoever. The SOFTWARE contains images, sounds, video, telecasts game accounts, and other elements from sporting events included in the MATERIALS that are Copyrighted by a third party league, conference or team (the "RIGHTSHOLDER") for the use of demonstrating the SOFTWARE. Any other use of the RIGHTSHOLDER MATERIALS outside of the SOFTWARE without the consent of the RIGHTSHOLDER is

prohibited. The LICENSE contained herein is conditioned on LICENSEE's strict compliance with the RIGHTSHOLDER's guidelines, rules, and regulations regarding the use of RIGHTSHOLDER Materials.

LICENSEE may access and use the SOFTWARE only on the device on which this LICENSE is accepted. LICENSEE must acquire and dedicate a LICENSE for each separate computer or device on or from which the SOFTWARE is installed, used, accessed, displayed, or run. A LICENSE for the SOFTWARE may not be shared or used concurrently on different computers or by different users.

1.2. Beta-Specific Obligations

LICENSEE agrees to provide timely feedback, which may include comments, suggestions, ideas, bug reports, conferences with LICENSOR's representatives, and/or written evaluations, to LICENSOR about the SOFTWARE and about ways that the content can be used (the "**Feedback**"), and LICENSOR will have no confidentiality obligations, as described in this Section 1.2, concerning the Feedback. LICENSEE hereby agrees that LICENSOR shall be the sole owner of the Feedback and have all rights to license, sell, modify, create derivative works of, publicly display, publicly perform, disclose, distribute, incorporate and otherwise use or exploit the Feedback for any purpose.

1.3. Further Restrictions

LICENSEE shall not use the SOFTWARE for any reason not expressly permitted in this AGREEMENT. In addition, LICENSEE shall not disclose the existence or any elements of the SOFTWARE to third parties and shall not permit any third party to: (a) grant any sublicense for all or part of the SOFTWARE; (b) reverse engineer, decompile, or disassemble the SOFTWARE, in whole or in part; (c) interfere with, bypass or disable any features or functionality that are embedded in or included with the SOFTWARE; (d) use the SOFTWARE for any benchmarking or competitive purpose; (e) access or use the SOFTWARE in any unlawful manner or for any unlawful purpose; (f) use any data scraping, data harvesting, web crawlers, or other data extraction methods to extract data from the SOFTWARE; (g) use the SOFTWARE in conjunction with any other software, data, or equipment in such a manner as would cause the resulting product to infringe upon any Intellectual Property Rights of third parties; (h) copy the SOFTWARE, except for backup or archival purposes and provided that each such copy of the SOFTWARE is subject to the terms of this AGREEMENT; (i) transfer, assign, rent, lease, or otherwise dispose of the SOFTWARE on a temporary or permanent basis; (j) make the SOFTWARE available to remote users; (k) distribute the content, including pictures, sounds, and videos generated using the SOFTWARE; or (l) include any malware, disablng code, malicious code, or "copyleft" open source code..

1.4. Additional Obligations

LICENSEE agrees: (a) not to remove from the SOFTWARE any notices embedded thereon or therein that acknowledge that LICENSOR has a copyright, trademark, certain pending patent rights, and other intellectual property interests in the SOFTWARE, as the case may be; (b) not to remove any references in or on the SOFTWARE to LICENSOR'S name; (c) to immediately notify LICENSOR if LICENSEE becomes aware of any actual or potential claims by a third party arising in respect LICENSEE'S use of the SOFTWARE; (d) not to, and not to attempt to, reverse engineer, decipher, decompile, disassemble, or duplicate the SOFTWARE; and (e) not to use information about the SOFTWARE to create a product that competes with LICENSOR in any way.

2. Additional Rights And Limitations

2.1. System Requirements

The SOFTWARE may only be used on computer systems that meet the system requirements specified by LICENSOR. LICENSOR is not required to supply any required hardware and/or software necessary for the proper operation of the SOFTWARE.

2.2. No Distribution

The SOFTWARE may provide LICENSEE access to RIGHTSHOLDER MATERIALS. LICENSEE is solely responsible for procuring the rights and approvals to use RIGHTSHOLDER MATERIALS from the rights holder and ensuring

that the LICENSEE complies with all terms and/or conditions expressly agreed upon between the user and the applicable rights holder. The display, performance, dissemination, transfer, and/or distribution of such the SOFTWARES or any RIGHTSHOLDER MATERIALS is an improper use of RIGHTSHOLDER MATERIALS and is expressly prohibited. Any such display, performance, dissemination, transfer, and/or distribution is an agreement by the LICENSEE to pay LICENSOR a license fee of $1,000,000 per picture or second of video or sound in addition to any costs, fees, and/or penalties due to the owner of such images, videos, and sounds.

3. Modifications To The SOFTWARE

3.1. Reservations

LICENSOR reserves the right at any time not to release or to discontinue release of any SOFTWARE and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the SOFTWARE.

3.2. Upgrades

Any upgrade or modification to the SOFTWARE provided by LICENSOR is subject to the terms of this AGREEMENT.

4. Ownership — Confidential Information — Intellectual Property Rights

4.1. Ownership and Rights

All right, title, and ownership, including all intellectual property and other proprietary rights, in and to the SOFTWARE shall remain LICENSOR's sole and exclusive property. All right, title, and ownership, including all intellectual property and other proprietary rights, in and to the RIGHTSHOLDER Materials shall remain the RIGHTSHOLDER's sole and exclusive property. This AGREEMENT does not grant LICENSEE any rights connected with any copyright, patent, trademark, trade secret, or other intellectual property or other proprietary right of LICENSOR or the RIGHTSHOLDER, except for what is expressly provided herein with this AGREEMENT and LICENSOR and the RIGHTSHOLDER retain all rights not specifically and expressly granted to LICENSEE in this Agreement.

LICENSEE may be given access to certain non-public information, software or specifications relating to the SOFTWARE ("Confidential Information"), which is confidential and proprietary to LICENSOR. LICENSEE may use Confidential Information only as necessary in exercising its rights under this AGREEMENT. LICENSEE may not disclose any Confidential Information to any third party without LICENSOR'S prior written consent. LICENSEE will use best efforts to protect Confidential Information from unauthorized use, access or disclosure, and in the same manner and to at least the same extent that LICENSEE would use to protect LICENSEE'S own confidential and proprietary information of similar importance.

If LICENSEE breaches any provision of this AGREEMENT, LICENSEE acknowledges that such breach may substantially diminish the value of LICENSOR'S intellectual property and other proprietary rights in the SOFTWARE and may irrevocably harm LICENSOR, and in such event LICENSOR (without limiting its other rights or remedies) shall be entitled to equitable relief (including but not limited to injunctive relief) to protect LICENSOR'S interests.

5. Termination

5.1. License Duration

The license period shall be in effect from the time LICENSEE accesses the SOFTWARE, thereby accepting the terms and conditions of this AGREEMENT, or otherwise expressly accepts the terms and conditions of this AGREEMENT, and shall remain in effect for a term of thirty (30) days or such other time as agreed by

LICENSOR and LICENSEE in writing, or until LICENSOR revokes access to the SOFTWARE, whichever is earlier (hereinafter the "LICENSE PERIOD").

This AGREEMENT and the LICENSE granted herein shall terminate upon the expiration of the LICENSE PERIOD or such earlier date as LICENSOR may provide LICENSEE. LICENSOR reserves the right to terminate this AGREEMENT at any time upon written notice to LICENSEE. LICENSEE may terminate this AGREEMENT by ceasing use of the SOFTWARE and any derivative works in addition to deleting any CONTENT is LICENSEE's possession. This AGREEMENT will otherwise terminate upon the conditions outlined in this AGREEMENT or if LICENSEE fails to comply with any term or condition of this AGREEMENT, including failure to pay any applicable license fee. LICENSOR will not be liable for any costs, expenses, or damages incurred by LICENSEE as a result of LICENSOR'S termination of this AGREEMENT.

5.2. Survival

The following provisions shall survive any expiration or termination of this AGREEMENT: Sections 1.3, 1.4, 2, 4, 5.2, 5.3, 6, 7, and 8.

5.3. Post Termination

In the event of expiration or termination of this AGREEMENT, LICENSEE shall immediately cease use of the SOFTWARE. LICENSEE agrees upon the expiration or termination of this AGREEMENT for any reason whatsoever to immediately cease use and destroy all copies of the SOFTWARE, RIGHTSHOLDER MATERIALS, and any pictures, videos, and sounds from the SOFTWARE in its possession and/or under its control, including the RIGHTSHOLDER MATERIALS and any pictures, videos, and sounds downloaded from the SOFTWARE. Nothing in this AGREEMENT shall absolve LICENSEE from liability for damages resulting from any breach of this AGREEMENT by LICENSEE, notwithstanding that LICENSOR may have other remedies available under this AGREEMENT (including the right to terminate the LICENSE).

6. Disclaimer, Indemnification, And Limitations On Liability

6.1. Disclaimer

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OR SUPPORT OF ANY KIND. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR THAT THE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR-FREE, AND LICENSOR HEREBY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.

6.2. Indemnification

LICENSEE will defend, indemnify, and hold LICENSOR harmless from and against any liabilities, losses, damages, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees and court costs), as incurred, arising out of or in any way connected to: (i) LICENSEE'S use of the SOFTWARE; or (ii) any breach or violation by LICENSEE of this AGREEMENT or any applicable law, rule, or regulation.

6.3. Limitation on Liability

IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR REVENUE) OR ANY COST PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION TO THIS AGREEMENT OR THE USE OF THE SOFTWARE, UNDER ANY THEORY OF LIABILITY (INCLUDING TORT CONTRACT, OR ANY OTHER THEORY) WHETHER SUFFERED BY LICENSEE OR ANY OTHER USER OF THE SOFTWARE OR ANY THIRD PARTY, EVEN IF LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, LICENSOR'S TOTAL LIABILITY TO LICENSEE FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED AN AGGREGATE TOTAL OF FIFTY DOLLARS ($50). THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. General

7.1. Invalid Term, Condition, or Provisions

If any term, condition, or provision in this AGREEMENT is found to be invalid, unlawful or unenforceable to any extent, the remaining terms, conditions, and provisions will continue to be valid and enforceable to the fullest extent permitted by law. This AGREEMENT constitutes the entire and exclusive understanding and agreement between LICENSOR and LICENSEE regarding the SOFTWARE, and this AGREEMENT supersedes any prior understandings and agreements between LICENSOR and LICENSEE concerning its subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between LICENSEE and LICENSOR other than as expressly made in this AGREEMENT.

7.2. Modifications

LICENSOR may modify the terms of this AGREEMENT at any time and in its sole discretion, by notifying LICENSEE. LICENSEE may terminate this AGREEMENT as permitted herein and cease use of the SOFTWARE if such modifications are not acceptable to LICENSEE. LICENSEE'S continued use of the SOFTWARE following notice of such modifications constitutes LICENSEE'S acceptance of such modifications.

7.3. Governing Law

Except as expressly provided herein, this AGREEMENT shall be governed by the laws of the State of California and the United States of America's federal laws, exclusive of any conflict of laws principles that would require the application of the laws of another jurisdiction. LICENSEE agrees that any dispute regarding this AGREEMENT or the rights and obligations herein will be heard in the state or federal courts having jurisdiction for San Francisco County, California, and LICENSEE agrees to be subject to the personal jurisdiction of such courts.

7.3. Assignment

LICENSEE may not assign or transfer this AGREEMENT, by operation of law or otherwise, without LICENSOR'S prior written consent. Any attempt by LICENSEE to assign or transfer this AGREEMENT without such consent will be null and void. LICENSOR may freely assign or transfer this AGREEMENT without restriction. Subject to the foregoing, this AGREEMENT will bind and inure to the benefit of the parties, their successors, and permitted assigns.

7.4. Notice

Any notices or other communications provided by LICENSOR under this AGREEMENT, including those regarding modifications to this AGREEMENT, will be given via email and the date of receipt will be deemed the date on which such notice is transmitted.

7.5. Waiver; Remedies

LICENSOR'S failure to enforce any right or provision of this AGREEMENT will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of LICENSOR. Except as expressly set forth in this AGREEMENT, the exercise by either party of any of its remedies under this AGREEMENT will be without prejudice to its other remedies under this AGREEMENT or otherwise.

8. Acceptance Of Terms And Provisions Herein

8.1. Acceptance

If LICENSEE downloads the SOFTWARE and/or installs the SOFTWARE and/or uses the SOFTWARE on a computer and/or accepts the LICENSE by clicking the "I Agree" box, LICENSEE shall be deemed to have accepted the terms of this AGREEMENT and to be legally bound thereby. Such acceptance cannot be canceled or rescinded. LICENSEE remains bound by all terms and provisions of this AGREEMENT and continues to be bound to the terms and conditions that survive this AGREEMENT enumerated herein and above.