

**EXHIBIT YY**

to the Declaration of Ryan Hilbert  
in Support of Plaintiffs' Opposition to  
Defendants' Motion for Summary Judgment

DC 10/9/07

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and National Football League Players Incorporated d/b/a Players Inc

19  
20 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

21 BERNARD PAUL PARRISH, HERBERT  
22 ANTHONY ADDERLEY, WALTER  
23 ROBERTS III,

24 Plaintiffs,

25 v.

26 NATIONAL FOOTBALL LEAGUE  
27 PLAYERS ASSOCIATION and NATIONAL  
FOOTBALL LEAGUE PLAYERS  
INCORPORATED d/b/a/ PLAYERS INC,

28 Defendants.

Case No. C 07 0943 WHA

**DECLARATION OF ANDREW  
FEFFER IN SUPPORT OF  
DEFENDANTS' OPPOSITION TO  
PLAINTIFFS' MOTION FOR LEAVE  
TO FILE A THIRD AMENDED  
COMPLAINT**

**FILED UNDER SEAL**

Dewey & LeBoeuf LLP  
1950 University Avenue  
East Palo Alto, California 94303-2225

**DECLARATION OF ANDREW FEFFER**

Andrew Feffer, being duly sworn, deposes and hereby declares, as follows:

1. I am Executive Vice President and Chief Operating Officer of National Football League Players Incorporated ("Players Inc") and have held that position since December 4, 2006. I am over twenty-one years of age and have personal knowledge of each of the facts stated herein. If called upon to testify, I could and would testify completely thereto.

2. Players Inc has generated and remitted to retired players tens of millions of dollars over the years from the licensing and marketing of retired players' likenesses or images. Documents that have been produced to Plaintiffs in this lawsuit indicate that for the period of approximately February 14, 2003 to approximately August 2007, Players Inc generated no less than \$29,968,951.09 from the licensing, marketing, and appearances of retired players, and that all of this amount was distributed to the relevant retired players with the exception of approximately \$413,419.77 (or 1.35% of total licensing revenues) that were retained by Players Inc as an administrative fee on certain programs.

3. The amount of \$413,419.77 retained by Players Inc as its fees was a tiny fraction of, and does not remotely offset, Players Inc's costs for generating, facilitating, and coordinating such licensing, marketing, and appearances activities over this four-and-one-half-year period.

4. I understand that in their Third Amended Complaint ("TAC"), Plaintiffs make several allegations regarding Players Inc's Retired Player Group Licensing Program, the Sponsorship Agreement between Players Inc and NFL Properties, Inc. ("Sponsorship Agreement"), and several licensing agreements.

5. A retired player may submit a signed Group Licensing Authorization form ("GLA"), which "authorizes the National Football League Players Association ('NFLPA') and its licensing affiliates the non-exclusive right to use their name, signature, facsimile, voice, picture, photograph, likeness, and/or biographical information (collectively 'image') in the NFLPA Retired Player Group Licensing Program." (emphasis added). This language confirming

1 that the authorization is non-exclusive is included in both of Herbert Adderley's executed GLAs,  
2 which are attached to the TAC as Exhibits B and C thereto.

3 6. The non-exclusive nature of the GLAs permits retired players to pursue  
4 group licensing opportunities with other licensees. One recent and prominent example is the  
5 football video game All-Pro Football 2k8, which was released by Take-Two Interactive. Take-  
6 Two Interactive did not license any retired players' likenesses or images from Players Inc in  
7 connection with this video game. Nevertheless, All-Pro Football 2k8 features the likenesses or  
8 images of 254 retired NFL players.

9 7. I have directed members of Player Inc's staff to review our records to  
10 determine whether any of the 254 retired NFL players featured in All-Pro Football 2k8 are  
11 members of the NFLPA Retired Players Association or have signed GLAs identical to the one  
12 signed by Adderley and attached as Exhibit C to the TAC. Based on that review, approximately  
13 68 of those 254 retired NFL players are regular dues-paying members of the NFLPA Retired  
14 Players Association and 49 of the 254 retired NFL players signed GLAs that are the same as the  
15 one signed by Adderley and attached as Exhibit C to the TAC.

16 8. All-Pro Football 2k8 has received significant media coverage for its use of  
17 the likenesses or images of retired NFL players. Attached hereto as Exhibits A-C are true and  
18 correct copies of media reports regarding All-Pro Football 2k8.

19 9. All-Pro Football 2k8 competes with the Madden 2008 football video game,  
20 which is a Players Inc-licensed product released by Electronic Arts ("EA"). The licensing  
21 agreement between Players Inc and EA executed in 2004, which provided for a guaranteed  
22 minimum royalty of \$25 million per year, also received significant and extensive media  
23 coverage. A small sampling of the significant media coverage, for example, is referred to in  
24 Plaintiffs' Second Amended Complaint ("SAC"), which cites articles from the Wall Street  
25 Journal, Los Angeles Times, Calgary Herald, Arizona Daily Star, and PlayStation Magazine.

26 10. I understand that Plaintiffs allege that the licensing agreements between  
27 Players Inc and EA executed in 2004 and 2005, and attached as Exhibits F and G to the TAC,  
28

1 included the granting of the right to use the likenesses or images of retired NFL players who  
2 signed a Retired Players' GLA or otherwise granted their rights to the NFLPA.

3 11. In fact, these licensing agreements did not include a grant of the right to  
4 use the likenesses or images of retired NFL players. Rather, the licensing agreements granted  
5 the right to use the likenesses or images of active NFL players only.

6 12. When EA or any licensee wants to use the likenesses or images of retired  
7 NFL players, such retired players' rights have to be separately obtained.

8 13. In July 2000, EA agreed with Players Inc to license the images of  
9 specifically identified retired NFL players for use in certain EA products. Attached hereto as  
10 Exhibit D is a true and correct copy of the licensing agreement between Players Inc and EA,  
11 dated on or about July 5, 2000.

12 14. In 2006, EA entered into a licensing agreement with both Players Inc and  
13 the Pro Football Hall of Fame, with respect to the group licensing rights of certain Hall of Fame  
14 retired NFL players (and certain Hall of Fame coaches). Attached hereto as Exhibit E is a true  
15 and correct copy of the licensing agreement between Players Inc, EA, and the Pro Football Hall  
16 of Fame, dated April 25, 2006.

17 15. I understand that Plaintiffs also allege that the Retired Player Group  
18 Licensing Program and the GLAs operate in an exclusive manner. The only way in which the  
19 Retired Group Licensing Program or the GLAs could operate in an exclusive manner is with  
20 respect to already-licensed products. The GLAs provide that a player will be excluded from a  
21 particular Players Inc group licensing program in which he would otherwise participate only if he  
22 commits to an individual exclusive endorsement agreement which conflicts with that program  
23 and he notifies Players Inc or the NFLPA. Under no circumstance is a participating player  
24 otherwise excluded from a Players Inc group licensing program by signing an exclusive or non-  
25 exclusive licensing authorization with another entity.

26 16. I understand that Plaintiffs also allege that the Sponsorship Agreement  
27 entered into between Players Inc and NFL Properties, Inc. on January 24, 2001 would preclude  
28

1 retired players such as [Herbert] Adderley from making *individual* deals with many national or  
2 local NFL sponsors.”

3 17. The Sponsorship Agreement permits the NFL’s national sponsors the right  
4 to use the likenesses or images of active NFL players through Players Inc’s group player  
5 licensing rights. In exchange, NFL Properties grants Players Inc a share of the moneys it  
6 receives from its national sponsors (“Annual Sponsorship Payment”). Players Inc is also  
7 obligated under the Sponsorship Agreement to “pay at least 25% of the Annual Sponsorship  
8 Payment (the “Active Usage Credit”) directly to active NFL players for player elements beyond  
9 those conveyed to Players Inc and/or the NFLPA under the standard player Group Licensing  
10 Authorization (for which incremental payments to individual players are required) (e.g., player  
11 appearances at sponsor functions, participation in photo/commercial shoots, etc.) requested by  
12 NFL sponsors and approved by Players Inc . . . .” Attached hereto as Exhibit F is a true and  
13 correct copy of the Sponsorship Agreement.

14 18. Although the language of the Sponsorship Agreement provides that the  
15 Active Usage Credit applies to “active NFL players” only, NFL sponsors sometimes request  
16 appearances at and participation in events by individual retired NFL players.

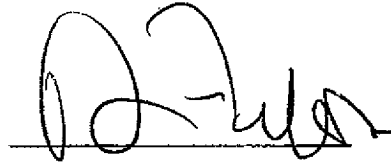
17 19. Typically, Players Inc agrees to such requests on an ad hoc basis. Retired  
18 players who provide such services to NFL sponsors are paid under the Active Usage Credit, i.e.,  
19 from the 25% (or more) of the Annual Sponsorship Payment that would otherwise have gone to  
20 active players. Documents detailing all such payments made to retired players since February  
21 14, 2003 have been produced to Plaintiffs in this lawsuit.

22 20. Furthermore, the Sponsorship Agreement applies to the use of group  
23 licensing rights by NFL sponsors only. For each business category, generally only one company  
24 may be an NFL sponsor at any one time. For example, General Motors is currently the only  
25 automobile manufacturer that is an NFL sponsor. Thus, even in the limited circumstance (as  
26 discussed above in paragraph 13) <sup>15</sup> where a retired NFL player might be excluded from an  
27 individual exclusive endorsement with General Motors because of a pending NFL players group  
28 licensing promotion pursuant to the Sponsorship Agreement, he would still have the opportunity

1 to participate in an individual or group licensing promotion with Ford, Chrysler, Toyota, Honda,  
2 or numerous other automobile manufacturers.

3 I declare under penalty of perjury under the laws of the United States of America  
4 that the foregoing is true and correct.

5 Dated: October 9, 2007



8 Andrew Feffer

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July 23, 2007

ADVERTISING

## Wary of Infringing Rival Games, Take-Two Calls Up Football's Golden Oldies

By JANE L. LEVERE

**TAKE-TWO** Interactive Software, the video game company best known for its popular (and violent) Grand Theft Auto franchise, has found a clever way to get back into the lucrative business of publishing football-oriented games.

Until three years ago, Take-Two put out a popular series called NFL 2K, which featured big-name players in the league. It sold well, though not nearly as well as the leading football video game, Madden NFL, which was owned by Take-Two's top rival, Electronic Arts.

But the dynamics changed late in 2004, when Electronic Arts entered into an exclusive, five-year agreement with the National Football League and Players Inc., the licensing and marketing subsidiary of the N.F.L. Players Association, to develop, publish and distribute football video games. The pact ended the ability of Take-Two to feature current N.F.L. players in its games.

Rather than admitting defeat, Take-Two fought back. Last week it introduced a game featuring retired National Football League players, who are not covered under the deal with Electronic Arts.

Called All-Pro Football 2K8, the game, aimed at men 18 to 35, is being promoted with a \$4.5 million marketing campaign.

“Not having the N.F.L. license created challenges and opportunities,” said Tim Rosa, director of brand and lifestyle marketing for 2K Sports, Take-Two's sports publishing label.

With All-Pro Football 2K8, “we're never going to outsell Madden,” Mr. Rosa said. “We're not targeting the mass video game consumer, we're targeting the niche, core football gamer.”

To sidestep infringement of Electronic Arts' N.F.L. agreement, Take-Two Interactive Software came up with a new concept. Its video game features 240 retired players, including Troy Aikman, John Elway, Dan Marino, Jerry Rice, Barry Sanders, Mike Singletary, William (the Refrigerator) Perry and Johnny Unitas.

The game also lets players create their own dream teams and customize the team's name, logo, uniforms and other details.

It features a soundtrack produced by DJ Z-Trip, who is known for remixing old music and creating mash-ups. Mr. Rosa of 2K Sports said that DJ Z-Trip was “perfect for this project, because what we've created is a remixed version of football.”



Although Electronic Arts already controlled the football video game category with its Madden NFL series when it joined forces with the league and its players, NFL 2K — introduced by Sega in 1999 and published by Take-Two in 2004 — had a visible share of the market. According to UBS, for the years 2000, 2001, 2002 and 2004, when NFL 2K was published, Madden NFL generated sales of \$686.3 million and NFL 2K had sales of \$142.7 million.

Today, Madden NFL is the best-selling video game in any category. According to Wedbush Morgan Securities, it had sales of \$278 million in 2005 and \$339 million in 2006, ranking No. 1 both years.

Although industry analysts were mostly positive about Take-Two's idea of summoning up the alumni roster, they said it would be hard to dent the Madden franchise.

James Lin, an analyst with the MDB Capital Group in Santa Monica, Calif., predicted that people who purchase the Take-Two game will not buy it "at the expense of Madden."

"The Take-Two game," he said, "will appeal to perhaps a slightly older fan, to a certain segment of the overall fan base, while E.A.'s game appeals to the broader football fan in general."

Mr. Lin also said the timing of Take-Two's release this month might help it gain some advantage over Madden NFL 08, to be released in August.

To promote All-Pro Football 2K8, Take-Two has developed a campaign that combines advertising in a variety of media with a cross-country concert tour by DJ Z-Trip starting today.

Take-Two's agency, EVB, a San Francisco-based unit of the Omnicom Group, has set up a Web site, [www.footballresurrected.com](http://www.footballresurrected.com), that has six two-minute videos. Each features a hip-hop artist — including Rakim, Aceyalone and Chali 2na — who raps about football, the new video game and the retired players.

Take-Two is releasing one video weekly, from early July through early August, on its own Web site; it is also placing these on YouTube and on Sony and Xbox Web sites.

Four full-page ads, depicting Rice, Singletary, DJ Z-Trip and the rappers, are running in the July, August and September issues of music, lifestyle and gaming magazines like Blender, Filter, Maxim and Game Informer; 15- and 30-second TV spots featuring Rakim will be broadcast through mid-August on cable channels like ESPN, NFL Network and MTV.

Ben Schachter, an analyst with UBS, said that although Take-Two's new concept is "quite ingenious, it's not the same as the authentic NFL experience."

"I think Take-Two will do all right," he said, "given they don't have the license, but unfortunately it probably won't be enough for them to displace Madden."

Michael Pachter of Wedbush Morgan predicted that retired football players would "not be relevant to 18-to-34-year-old guys."

Chris Erb, who oversees Electronic Arts' N.F.L.-related business, said his company "welcomes the

competition" from Take-Two.

The N.F.L. and its players' association declined to comment.

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August 7, 2007

## O.J. Simpson Ordered to Pay Goldmans Over Game

By REUTERS

Filed at 4:32 p.m. ET

SANTA MONICA, California (Reuters) - Relatives of murder victim Ron Goldman won a court order on Tuesday seizing any money O.J. Simpson earns for lending his name and likeness to a football video game with a fictional team called the Assassins and a knife-wielding mascot.

The legal victory was part of an effort by Goldman's estate to satisfy a \$33.5 million judgment won against Simpson in a wrongful death suit brought against him in the 1994 stabbing deaths of Goldman and Simpson's ex-wife, Nicole Brown Simpson.

The former star running back was acquitted of criminal charges in 1995 at the end of a sensational murder trial but was found legally responsible for their deaths by a civil court jury two years later.

Simpson has maintained his innocence and vowed never to pay the jury award voluntarily.

Last week, Goldman's estate, led by his father Fred Goldman, secured rights to Simpson's aborted book, "If I Did It," containing his hypothetical first-person account of the murders, after a long legal fight with the now-bankrupt company set up to collect Simpson's reported \$1 million advance.

In their latest bid to collect on the civil judgment, the Goldmans went after any licensing fees, royalties or other compensation Simpson was paid or will be paid for his name and likeness in the new video game, "All-Pro Football 2K8."

The game is published by Take-Two Interactive Software, the company behind such controversial video game titles as "Grand Theft Auto" and "Manhunt 2," which was banned in Britain and given the equivalent of an adults-only rating in the United States.

### TEAM OF "ASSASSINS"

"All-Pro Football" features the likenesses of 240 retired National Football League players, including Simpson, whom game users can assign to fictional teams with preset names, one of which is "The Assassins."

As previewed on a Web site for video game promotional trailers, the team mascot is a hooded figure who makes stabbing motions with a large knife in the end zone when the Assassins score. Simpson does not have to be assigned to that team, but he was in a clip shown on the Game Trailers Web site.

Take-Two has declined to say how it obtained rights to Simpson's name and likeness but said he was compensated. The company also has issued a statement saying the knife-wielding Assassins mascot is "not

specifically associated with O.J. Simpson, and the game does not promote any such connection."

Under the order issued by Los Angeles County Superior Court Judge Gerald Rosenberg, any earnings to Simpson that "have been paid, are due or may be due in the future" for use of his image and likeness in the video game must be turned over to the Goldman estate.

Moreover, Simpson was ordered to turn over copies of his Take-Two contract and related documents, as well as any other financial deals he has yet to disclose.

"Basically he (the judge) said to Mr. Simpson, 'Pay up,'" Goldman attorney David Cook said after the hearing.

Ronald Slates, a lawyer for Simpson, argued against the order, saying the California court lacked jurisdiction over his client, who has lived in Florida for several years.

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September 17, 2007

## With Famed Players, Game Takes on Madden's Turf

By SETH SCHIESEL

The San Francisco Cobras were down 14-10 in their season-opening gridiron showdown against the visiting Minutemen. Late in the fourth quarter, the Cobras' quarterback, Joe Montana, was marching his team down the field in a bid to win the game.

With barely a minute left on the clock, Montana took the snap around midfield and rolled right out of the pocket, looking for his favorite receiver, Irving Fryar, down the field. But with the pass rush closing in, Montana instead dumped the ball off to his running back, Marcus Allen, in the flat. Just steps from the first-down marker, Allen jukeed left and evaded one defender but was then flattened by a crushing blow from the Minutemen's leading tackler, Chuck Bednarik.

Now that's what you call fantasy football. Or, to Take-Two Interactive Software, the video game publisher, that's All-Pro Football.

In the autumn, a young man's fancy turns to pigskin. For guys who prefer to sit on the couch "playing" football rather than sit on the couch watching football, that usually means the juggernaut Madden video game franchise from Electronic Arts, which sells millions of copies every fall.

But this season, gamers have a choice. Madden has exclusive video game rights to the National Football League. But Take-Two has enlisted 249 retired stars for its new game, All-Pro Football.

"When we first had this idea to sign up all of these football legends, we just laughed because we thought it could never be done," said Jeff Thomas, vice president for sports development at 2K Sports, one of Take-Two's labels. "When Electronic Arts got the exclusive N.F.L. license it was really a big blow for us, and we had to regroup and figure out how we could get back in football. The key for us was we really wanted to show all of these legends at the height of their power, and that's something Madden doesn't offer."

The basic idea in All-Pro football is that the game player is able to construct a team based on great players from the past. To maintain some balance, on any team the gamer is allowed to use only two "gold" players (like Dan Marino, Johnny Unitas, John Elway or Jerry Rice), three "silver" players (Randall Cunningham, Roger Craig) and six "bronze" players (Dexter Manley, Mark Rypien). Rather than quantify players with a numerical rating as Madden does, in All-Pro players are defined by special qualities.

"We've eliminated the arguments of who's a 96 and who's a 97," Mr. Thomas said. "Instead, Elway has a cannon arm and can throw a long distance and Marino, for instance, has a quick release."

To sign up so many players, Take-Two enlisted IMG, the big sports marketing firm. Marc Reeves, an IMG vice president in San Francisco, would not disclose how much each athlete was paid, but allowed, "Obviously, Jan Stenerud is not in the same range as Joe Montana." Still, there are many who are not in the

game — including Bo Jackson, Terry Bradshaw, Jim Brown and Joe Namath. In some cases, they could not agree to financial terms; in others, the players just weren't interested.

But these days, many professional athletes have grown up playing sports video games. Players have even lobbied game companies to improve their digital representations.

"Video games are a very hot topic among N.F.L. players, definitely," said Mike Singletary, the former linebacker who is now an assistant head coach for the San Francisco 49ers and is in All-Pro Football. "For some of these guys, these video games are a part of their lives, and they come into the league and they say to me, 'I saw you in a video game.'"

Of course, in the video game business, as in football, it is never easy to knock off a champion, in this case the Madden franchise. In a conference call last month, Take-Two's chief executive, Ben Feder, said, "We're not terribly pleased and not disappointed" by sales of All-Pro Football, which was released in July.

Mark Goodrich, a 2K Sports marketing manager, said the company was not trying to supplant Madden, but instead was trying to persuade football fans to perhaps buy two games instead of just one.

"Madden is Madden, and we're realistic over here," Mr. Goodrich said. "We're focusing on the hard-core football fans, and we know they're going to buy Madden, but who doesn't also want the chance to play with Barry Sanders?"

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Addendum

The following paragraphs of the License Agreement between Electronic Arts and PLAYERS INC, effective March 1, 1998 shall be amended and added to only as follows:

2. Grant of License

"Identity" as defined in such Paragraph 2 also shall apply to retired NFL players listed in Attachment C hereto. Attachment C shall be established and modified in accordance with the same procedure provided by the License Agreement for Attachment B thereto.

6. Royalty Payment

For the additional rights granted by this addendum, separate from and in addition to the other guarantees and payment specified in such Paragraph 6, Licensee shall pay to PLAYERS INC the following amount on the dates listed below:

\$150,000	Upon Execution of this Addendum
\$150,000	March 1, 2001
\$150,000	March 1, 2002

The royalty payments due March 1, 2001 and March 2, 2002 are contingent upon Licensor and Licensee executing a new license agreement through February 28, 2003, and in such event this Addendum shall apply thereto.

No amount of the payment by Licensee to PLAYERS INC provided for by this Addendum shall offset any other guarantee or royalty payment contained in such License Agreement or new license agreement.

All other provisions of such License Agreement shall remain in full force and effect.

Agreed to by:

PLAYERS INC

By: [Signature]

Title: President

Date: 6/29/00

Electronic Arts

By: [Signature]

Title: Business Affairs

Date: 7/5/00

**Retired Players Granted under this Addendum**

TY ALLERT  
HOWARD BALLARD  
CARL BANKS  
FRED BARNETT  
HARRIS BARTON  
BILL BATES  
SAMMY BAUGH  
EDGAR BENNETT  
STAN BROCK  
ROBERT BROOKS  
JEROME BROWN  
RON BROWN  
WILLIE BROWN  
BILLY BRYAN  
PAUL BUTCHER  
KEVIN BUTLER  
KEITH BYARS  
HARRY CARSON  
ANTHON CARTER  
CHUCK CECIL  
DWIGHT CLARK  
GARY CLARK  
MARK COLLINS  
JIM COVERT  
ROGER CRAIG  
JACK DEL RIO  
ROBERT DELPINO  
RICHARD DENT  
MIKE DITKA  
RICKEY DIXON  
RAY DONALDSON  
MAURICE DOUGLASS  
JUMBO ELLIOTT  
RIKI ELLISON  
JOHN ELWAY  
BOOMER ESIASON  
GARY FENCIK  
JUMPY GEATHERS  
ERNEST GIVINS  
KURT GOUVEIA  
OTTO GRAHAM  
RED GRANGE  
MEL GRAY  
GARY GREEN  
KEVIN GREENE  
DON GRIFFIN  
RUSS GRIMM



DAN HAMPTON  
RODNEY HAMPTON  
ANDY HARMON  
ALVIN HARPER  
DENNIS HARRAH  
AL HARRIS  
RAMONT HARRIS  
TIM D. HARRIS  
KEN HARVEY  
JAMES HASTY  
LESTER HAYES  
MEL HEIN  
TED HENDRICKS  
STEVE HENDRICKSON  
CRAIG HEYWARD  
JAY HILGENBERG  
DALTON HILLIARD  
PIERCE HOLT  
WES HOPKINS  
ERIK HOWARD  
SAM HUFF  
BOBBY HUMPHREY  
DON HUTSON  
KEITH JACKSON  
RICKEY JACKSON  
JOE JACOBY  
HAYWOO JEFFIRES  
TOM (PEP) JOHNSON  
VAUGHN JOHNSON  
BRENT JONES  
SETH JOYNER  
KEITH KARTZ  
JIM KELLY  
GREG KRAGEN  
JACK LAMBERT  
STEVE LARGENT  
LAMAR LATHON  
HENRY LAWRENCE  
BOBBY LAYNE  
CARL LEE  
BOB LILLY  
GREG LLOYD  
DAVE LOGAN  
KIRK LOWDERMILK  
DON MAJKOWSKI  
TONY MANDARICH  
DEXTER MANLEY  
WILBER MARSHALL  
CLAY MATTHEWS

DON MAYNARD  
PHIL McCONKEY  
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ART MONK  
RON MOORE  
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BRONKO NAGURSKI  
TOM NEWBERRY  
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DONNELL WOOLFORD  
JACK YOUNGBLOOD  
GARY ZIMMERMAN  
MICHAEL ZORDICH  
CHRIS ZORICH

## LICENSE AGREEMENT

This Agreement is made and entered into this 25th day of April, 2006, by and among Electronic Arts Inc. ("EA"), a Delaware corporation, with offices at 209 Redwood Shores Parkway, Redwood City, CA 94065 and Electronic Arts C.V. ("EACV"), a Netherlands limited partnership, whose address is Suite 203, 2<sup>nd</sup> Floor, Lauriston House, Lower Collymore Rock, Bridgetown, Barbados (collectively, hereinafter "Licensee"), National Football Museum, Inc. dba THE PRO FOOTBALL HALL OF FAME, a corporation with offices at 2121 George Halas Drive, Canton, Ohio 44708 (hereinafter "HOF") and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 ("Players Inc"). This Agreement shall be effective as of the date of the full-execution of this Agreement (the "Effective Date").

### 1. REPRESENTATIONS.

(A) HOF represents: that it is a non-profit corporation which annually conducts a process for the selection and enshrinement of retired pro football players, coaches and contributors; that it shall use reasonable commercial efforts during the term of this Agreement to secure the right for Licensee to utilize the names and likenesses of the players and coaches who have become enshrined into the Hall of Fame as contemplated herein; that the HOF has been duly appointed to act on behalf of the Hall of Fame-member football players listed on Exhibit A attached hereto (as amended from time to time) (the "Players"), and the Hall of Fame-member coaches listed on Exhibit B attached hereto (as amended from time to time) (the "Coaches"), who authorize HOF from time to time to represent such Players and such Coaches for specific HOF licensed programs; and that in such capacity HOF has the right to negotiate this contract and the right to grant rights and licenses described herein. HOF represents that, unless otherwise expressly set forth on Exhibit A or Exhibit B hereto, as applicable, subject to the terms and conditions of this Agreement, the rights secured for each Player or Coach licensed hereunder shall be secured through March 31, 2010.

(B) Players Inc represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, which have been assigned to Players Inc. Licensee acknowledges that Players Inc also on occasion secures authorization for inclusion in Players Inc licensing programs from players, including but not limited to the HOF Players referenced above and other retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize Players Inc to represent such players for designated Players Inc licensed programs. In such capacity, Players Inc has granted Licensee certain rights as set forth in a license agreement effective March 1, 2006 (the "Players Inc License Agreement").

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions set forth in this Agreement, HOF hereby grants to Licensee and Licensee hereby accepts (i) the non-exclusive right, license and privilege of utilizing the trademarks and names of HOF which may be amended from time to time by HOF in and in connection with the marketing of the licensed products, (ii) the names, likenesses (including, without limitation, numbers), pictures owned by HOF, photographs owned by HOF, facsimile signatures and/or biographical information (hereinafter "identity") of the Players, in Licensee's line of football entertainment software product(s) currently known as "Madden NFL Football" and (iii) the non-exclusive right, license and privilege of utilizing the names, likenesses, pictures, photographs, voices, facsimile signatures and/or

biographical information (hereinafter "identity") of the Coaches, in Licensee's line of football entertainment software product(s) currently known as "NFL Head Coach"; in the form of video and computer football simulation (Madden NFL Football) and manager games (NFL Head Coach), respectively, for: current and successor game console platforms developed by Sony, Nintendo, and Microsoft; personal computers and Apple computers; Nokia N-Gage and its cartridge-based successors; arcade units; Pocket PC and Palm products and other handhelds using a Palm or similar operating system; Linux computers and handheld systems; Internet and online; wireless/mobile gaming devices; personal gaming devices GameBoy, GameBoy Advanced, PlayStation Portable, and Nintendo DS and their successors; and any new platforms that may emerge to compete with any of the foregoing during the term of this Agreement (collectively, hereinafter referred to as "the licensed product(s)" and which shall include all features and functionality that enable or enhance gameplay through player/network connectivity but shall not include interactive television). For the avoidance of doubt, "Madden NFL Football" and "NFL Head Coach" licensed products may include fantasy football games only to the extent that such fantasy football games are an element of such licensed products. For the avoidance of doubt, Licensee shall also have the right to create and exploit other wallpaper, and animated images based upon the "Madden NFL Football" and "NFL Head Coach" licensed products. The specific manner in which the rights licensed hereunder are to be used on the licensed product(s) in question shall require the prior written approval of HOF as provided in Section 9 below.

(B) The rights, licenses and privileges granted by HOF hereunder shall not constitute or be used by Licensee as a testimonial or an endorsement of any product, service, or event by all or any of the Players, Coaches, or by HOF. In the event Licensee is interested in securing an individual Player's or Coach's personal endorsement, Licensee further agrees and acknowledges that such endorsement will require the personal approval of the individual Player or Coach and the execution of a separate license agreement or amendment hereto as the parties shall mutually agree. Licensee may contact any individual Player, Coach or such individual's agent solely for the purposes of promoting Licensee's products or services and/or to indicate Licensee's interest in securing a Player's or Coach's endorsement and/or services related to the respective licensed products authorized hereunder; provided, however, that all negotiations for such endorsement and/or services shall be conducted solely through Players Inc and HOF and any contract for player's or coach's endorsement and/or services will be entered by Licensee with Players Inc and HOF.

(C) HOF agrees that nothing herein shall be deemed to prevent Licensee from working to secure separately through Players Inc the right to incorporate any individual Player or Coach enshrined into the Hall of Fame whose rights have not been secured by HOF, following HOF's good-faith efforts to do so; provided that Licensee agrees that it shall not pay any such Player or Coach a higher cash payment for collective-use rights of the same scope as provided under this Agreement than Players Inc and/or HOF has paid the other Players and Coaches secured hereunder. In such event, Licensee shall so notify HOF of its intention to work to secure such rights separately and HOF agrees to provide any reasonable cooperation in such efforts as reasonably requested by Licensee.

3. **TERRITORY AND DISTRIBUTION.** Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product(s) worldwide.

4. **TERM.**

(A) The term of this Agreement shall extend from the Effective Date to March 31, 2010, unless terminated in accordance with the provisions hereof. The period of time from the Effective Date through March 31, 2007 shall be referred to as the "First License Period". The period of time from April 1, 2007 through March 31, 2008 shall be referred to as the "Second License Period". The period of time from

April 1, 2008 through March 31, 2009 shall be referred to as the "Third License Period". The period of time from April 1, 2009 through March 31, 2010 shall be referred to as the "Fourth License Period". Each year of the term may be referred to as a "License Period".

## 5. PAYMENT.

(A) EA shall pay Players Inc on behalf of HOF a one-time, flat-fee payment of (i) \$400,000 for its use of the rights licensed hereunder for the First License Period, plus the amount of \$2,000 per newly elected Player or Coach enshrinee added by HOF during the 2006 calendar year (provided that, should HOF succeed in obtaining the rights to any additional enshrines that were elected during the 2005 calendar year or before, the parties agree that payments with respect to such additional enshrines would be deemed to be included in the initial \$400,000 payment); (ii) a one-time, flat-fee payment of \$400,000 for the Second License Period, plus the amount of \$2,000 per newly elected Player or Coach enshrinee added by HOF during the Second License Period; a one-time, flat-fee payment of \$400,000 for the Third License Period, plus the amount of \$2,000 per newly elected Player or Coach enshrinee added by HOF during the Third License Period; and a one-time, flat-fee payment of \$400,000 for the Fourth License Period, plus the amount of \$2,000 per newly elected Player or Coach enshrinee added by HOF during the Fourth License Period. Such payments shall be due and payable as of April 1 of each License Period (or within 30 days of EA's receipt of the appropriate HOF invoice, with respect to the any additional enshrines added during the respective License Period).

(B) Such flat fee payments shall be made by Licensee as specified herein whether or not Licensee uses the rights licensed hereunder, and no part of such payments shall be repayable to Licensee.

6. **PAYMENT, INTEREST AND NOTICES:** All payments, and all notices, approvals and other communications, shall be sent to or made payable in the name of National Football League Players Incorporated, or its assignee where applicable. In addition to all other rights contained in this Agreement, HOF shall be entitled to collect and Licensee shall pay daily interest at the rate of one and one-half percent (1 1/2%) monthly, or the maximum interest permitted by law if less, on all payments not timely made by Licensee. All correspondence, notices, approvals and other communications to Licensee shall be with Joel Linzner, EVP Business and Legal Affairs with a copy to General Counsel at the same address.

## 7. INDEMNIFICATION.

(A) Licensee agrees that it will not during the term of this Agreement, or thereafter, attack the rights of HOF in and to the trademarks or names owned by or licensed to HOF or any of the rights licensed hereunder as specified in Paragraph 2 of this Agreement, or in any way attack the validity of this Agreement.

(B) Licensee further agrees to assist HOF to the extent necessary in the procurement of any protection or to protect any of the rights conveyed hereunder, and HOF, if it so desires, may commence or prosecute at its own expense any claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto. Licensee shall notify HOF in writing of any infringement by others of the rights covered by this Agreement which may come to Licensee's attention, and HOF shall have the sole right to determine whether or not any action shall be taken on account of any such infringement. Licensee shall not institute any suit or take any action on account of any such infringement without first obtaining the written consent of HOF to do so and HOF shall reasonably consider any such request;

provided, however, that Licensee shall have the right to take action without HOF's prior consent with respect to any infringement of Licensee's intellectual property rights in the licensed product(s).

(C) Licensee for its own acts hereby indemnifies HOF and undertakes to defend HOF from and against any and all claims, suits, losses, damages, and expenses (including reasonable attorney's fees and expenses) arising out of the manufacture, marketing, sale, distribution, or use of the licensed product(s) which are the subject of this Agreement. Licensee agrees to obtain, at its own expense, general liability insurance, providing adequate protection for Licensee and HOF against any such claims or suits in amounts not less than Three Million Dollars (\$3,000,000.00). Within thirty (30) days from the date hereof, Licensee shall submit to HOF a fully paid policy or certificate of insurance naming HOF as an additional insured party, requiring that insurer will not terminate or materially modify such without written notice to HOF at least twenty (20) days in advance thereof.

(D) HOF hereby indemnifies Licensee and undertakes to defend Licensee against, and hold Licensee harmless from any liabilities, losses, damages, and expenses (including reasonable attorney's fees and expenses) resulting from claims made or suits brought against Licensee challenging the ownership by, or authority of HOF to license, the rights licensed in Paragraph 2 strictly as authorized in this Agreement.

#### 8. TRADEMARK NOTICES.

(A) Any use of HOF's trademarks appearing on the licensed product(s) and on all materials in connection with the licensed product(s) distributed or relating to such licensed product(s), shall appear precisely according to the specifications set forth in Exhibit C attached hereto, which may be amended from time to time by HOF, without variation, with the letter "R" enclosed within a circle.

#### 9. APPROVALS.

(A) The list of Players and Coaches for whom HOF has secured authorization is attached hereto as Exhibit A and Exhibit B, respectively. Notwithstanding the foregoing:

(i) HOF agrees that it shall use reasonable efforts during each License Period to secure rights for the newly elected class of HOF enshrinee players and coaches and those players and coaches who have either not yet responded to HOF's request(s) to become Players or Coaches licensed hereunder or who have previously declined to participate in the licensing program contemplated hereunder.

(ii) HOF shall notify Licensee in writing of any additional Players or Coaches for whom HOF has secured rights hereunder.

(iii) If HOF removes any Player's or Coach's name from the listing of approved Players or Coaches after the later of March 1 of the then-current License Period or a specific licensed product Beta date in any Licensed Period, HOF acknowledges that Licensee will not have the ability to remove such Player's or Coach's name and likeness from its licensed products for the applicable football season. Therefore, the use of such Player's or Coach's name in such case shall not constitute a breach of this Agreement, and HOF agrees that the indemnity in Paragraph 7(D) above shall apply to resulting claims or suits brought against Licensee.

(B) Licensee agrees to furnish HOF free of cost, for its written approval as to quality and use, samples of the HOF trademarks, Player and/or Coach rights licensed hereunder, together with any

packaging, hangtags, and wrapping material incorporating such rights, before their manufacture, sale or distribution, whichever occurs first, and no licensed product(s) shall be manufactured, sold or distributed by Licensee without such prior written approval of such materials. HOF shall respond to requests for such approval from Licensee within ten (10) business days. Any request by Licensee for such approval that is received by HOF and not responded to within ten (10) business days shall be deemed approved. Any material submitted by Licensee for approval that is disapproved by HOF within the ten (10) business day period shall be resubmitted to HOF with changes and HOF shall respond in writing as to approval or disapproval as soon as practicable.

(C) Licensee may choose to use Player and Coach names and/or likenesses in a collective manner (i.e., six (6) or more players or coaches – whether current or former – shown) to promote the respective licensed product(s) on or in radio or television commercials, any material pertaining to packaging, hangtags, wrapping material, print ads, flyers, point-of-purchase displays, press releases, catalogues, trade show booths and exhibits, sales catalogues and other sales/marketing materials, or any other written material or medium, including but not limited to electronic or interactive use; provided, however, that such use shall require the prior written approval of HOF and may require an amendment to this Agreement or a separate agreement, as mutually agreed-upon by the parties hereto. Licensee may, with notification to, and the approval of, HOF, contact any individual Player, Coach or such individual's agent for the purposes of promoting Licensee's products or services and/or to indicate Licensee's interest in securing a Player's or Coach's endorsement and/or services related to any licensed product.

(D) In the event Licensee wishes to secure an individual Player or Coach to make appearances to promote licensed product(s) or to autograph licensed product(s), the selection of such Player or Coach shall be subject to mutual agreement between Licensee and HOF; provided, however, that such use shall require an amendment to this Agreement or a separate agreement, as mutually agreed-upon by the parties hereto. Licensee may, with notification to, and the approval of, HOF, contact any Player or Coach (or their agent) solely for the purposes of promoting Licensee's products or services and/or to indicate Licensee's interest in securing a Player's or Coach's endorsement and/or services related to any licensed product.

#### 10. SPECIFIC UNDERTAKINGS OF LICENSEE.

(A) All rights relating to the rights licensed hereunder are specifically reserved by HOF except for the License herein granted to Licensee to use the rights as specifically and expressly provided in this Agreement.

(B) Upon expiration or termination of this Agreement, all rights granted hereunder shall immediately revert to HOF, and Licensee will refrain from further use of such rights or any further reference thereto, direct or indirect, except as provided in Paragraph 11(D) below. Licensee acknowledges that its failure to cease the use of such rights at the termination or expiration of this Agreement will result in immediate and irreparable damage to HOF, and/or individual retired players and coaches, and to the rights of any subsequent licensee(s).

#### 11. TERMINATION BY HOF

(A) In the event Licensee files a petition in bankruptcy or is adjudicated as bankrupt, or if a petition in bankruptcy is filed against Licensee or if Licensee becomes insolvent, or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy laws, or if Licensee discontinues its business, or if a receiver is appointed for it or its business, all rights granted



hereunder, without notice, shall terminate automatically upon the occurrence of any such event. In the event of such termination, neither Licensee nor its receivers, representatives, trustees, agents, administrators, successors, and/or assigns shall have any right to sell, exploit or in any way deal with the rights granted hereunder or with any licensed product(s), or any carton, container, packaging or wrapping material, advertising, promotional or display material pertaining to any licensed product(s).

(B) If Licensee shall violate any of its other material obligations under the terms of this Agreement, HOF shall have the right to terminate this Agreement upon fifteen (15) days' notice in writing, and such notice of termination shall become effective unless Licensee shall completely remedy the violation within the fifteen (15) day period and shall provide reasonable proof to HOF that such violation has been remedied. If this Agreement is terminated under this paragraph, all amounts theretofore accrued shall become due and payable immediately to HOF, and HOF shall not be obligated to reimburse Licensee for any payments made by Licensee to HOF.

(C) Failure to resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which HOF is entitled under this Agreement or otherwise.

(D) Upon termination of this Agreement, Licensee shall have one hundred twenty (120) days to dispose of and liquidate all inventory. Any remaining licensed product(s) in Licensee's inventory shall not be available to consumers after this one hundred twenty (120) day period expires. Such disposition shall conform to this Agreement in all respects.

12. PARTNERSHIP. Nothing herein contained shall be construed to place HOF and Licensee in the relationship of partners or joint venturers, and Licensee shall have no power to obligate or bind HOF in any manner whatsoever.

13. WAIVER AND/OR MODIFICATION. None of the terms of this Agreement shall be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. No written waiver shall excuse the performance of an act other than those specified therein. The failure of either party hereto to enforce, or delay by either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings(s) to enforce any or all of such rights.

14. NON-ASSIGNABILITY. This Agreement and all rights and duties hereunder are personal to Licensee and shall not, without written consent of HOF, be assigned (unless approved in writing by HOF, which approval shall not be unreasonably withheld), mortgaged or otherwise encumbered by Licensee or by operation of law to any other person, or entity. Upon any such attempted unapproved assignment, mortgage, license or other encumbrance this Agreement shall terminate and all rights granted to Licensee hereunder shall immediately revert to HOF. If, in its sole discretion, HOF shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to HOF, subject to Paragraph 11(D) above. Each of EA and EACV represent and warrant that (i) EACV is a Limited Partnership, formed and existing under the laws of the Netherlands, for which Electronic Arts US Co., a Delaware corporation and a wholly-owned subsidiary of Electronic Arts Inc., is the General Partner ("EAUS") and EA is the Limited Partner; and (ii) EA has all right, power and authority to cause EAUS to cause EACV to perform its obligations hereunder, or to cause such obligations to be performed on behalf of EACV. EA covenants that it will cause EAUS to cause EACV to perform, or that it shall cause to be performed on behalf of EACV, and hereby guarantees the performance of, all of EACV's obligations hereunder. EA hereby guarantees the payment in full by EACV of any amounts payable by EACV

hereunder and agrees to pay such amounts on behalf of EACV as provided herein. Notwithstanding the foregoing, EACV shall have the right to assign all of its rights and obligations to any affiliate of EA which succeeds EACV during the Term of this Agreement (an "EACV Successor"); provided that EA's obligations and guarantees as set forth in this paragraph 1(h) shall equally apply to any such EACV Successor.

15. **TERMINATION BY LICENSEE.** Licensee shall have the right to terminate this Agreement, effective as of the end of the then-current License Period, in the event Licensee's agreement is terminated with either or both of Players Inc or NFL Properties.

16. **PLAYERS INC LICENSE AGREEMENT.** Licensee acknowledges and agrees that pursuant to the Players Inc License Agreement, Licensee is required to obtain Players Inc's consent to use any Player identity in and in connection with the licensed product(s) and to pay Players Inc for such use as applicable. Players Inc hereby consents to Licensee's use in the licensed product(s) of the rights granted by HOF in accordance with Paragraph 2 above. Notwithstanding the foregoing, as between Licensee and Players Inc only: (a) no provision hereunder is intended to nor shall it supersede any provision in the Players Inc License Agreement; and (b) in the event of any conflict between the provisions of this Agreement and the provisions of the Players Inc License Agreement, the provisions of the Players Inc License Agreement shall prevail. This provision shall not, nor is it intended to, affect the rights and/or obligations of HOF hereunder, and shall not, nor is it intended to, affect the rights provided in Paragraph 2 above.

17. **CONSTRUCTION.** This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of Ohio of the United States of America. The parties consent to jurisdiction under the State of Ohio and designate the courts of the State of Ohio as the venue for any dispute arising out of, under or relating to this Agreement.

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

The Foregoing is Acknowledged:

**NATIONAL FOOTBALL MUSEUM, INC. DBA  
THE PRO FOOTBALL HALL OF FAME**

By: *Stephen J. Perry*  
Title: PRESIDENT/EXEC. DIRECTOR  
Date: MAY 30, 2006

**NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED**

By: *Douglas F. Allen*  
Title: President  
Date: 5/31/06

**ELECTRONIC ARTS INC.**

By: *[Signature]*  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ELECTRONIC ARTS C.V.**

By its General Partner,  
Electronic Arts US Co.

By: *[Signature]*  
Title: SECRETARY  
Date: 1 JUNE 2006

**EXHIBIT A  
PLAYERS**

Barry Sanders - rights granted for First License Period only

Herb Adderley	Mike Haynes	Merlin Olsen
Lance Alworth	Ted Hendricks	Jim Otto
Doug Atkins	Bill Hewitt*	Alan Page
Lem Barney	Eiroy Hirsch*	Walter Payton*
Sammy Baugh	Paul Hornung	Joe Perry
Chuck Bednarik	Ken Houston	Pete Pihos
Bobby Bell	Sam Huff	Fritz Pollard*
Raymond Berry	Jimmy Johnson	Mel Renfro
Elvin Bethea	John Henry Johnson	Jim Ringo
Fred Biltmickoff	Charlie Joiner	Andy Robustelli
George Blanda	Deacon Jones	Barry Sanders
Mel Blount	Stan Jones	Gale Sayers
Bob Brown	Henry Jordan*	Joe Schmidt
Roosevelt Brown*	Sonny Jurgensen	Lee Roy Selmon
Willie Brown	Lercy Kelly	Billy Shaw
Buck Buchanan*	Frank Kinard*	Art Shell
Earl Campbell	Paul Krause	Mike Singletary
Tony Canadeo*	Jack Lambert	Jackie Slater
Dave Casper	Jim Langer	Jackie Smith
Jack Christiansen*	Willie Lanier	Bob St. Clair
George Connor*	Steve Largent	Ernie Stauffer
Lou Creekmur	Yale Lary	Jan Stenerud
Larry Csonka	Dante Lavelli	Dwight Stephenson
Willie Davis	Bobby Layne*	Ken Strong*
Joe DeLamielleure	Alphonse "Tuffy" Leemans*	Joe Stydahar*
Dan Dierdorf	Bob Lilly	Fran Tarkenton
Mike Ditka	Larry Little	Charley Taylor
Tony Dorsett	James Lofton	Jim Taylor
Bill Dudley	George McAfee	Jim Thorpe*
Turk Edwards*	Tom Mack	Y.A. Tittle
Carl Eller	John Mackey	George Trafton*
Tom Fears*	Gino Marchetti	Charley Trippi
Dan Fortmann*	Ollie Matson	Gene Upshaw
Dan Fouts	Don Maynard	Steve Van Buren
Bennie Friedman*	Mike McCormack	Norm Van Brocklin*
Frank Gatski*	Tommy McDonald	Doak Walker*
Bill George*	Hugh McElhenny	Paul Warfield
Frank Gifford	John Blood McNally*	Bob Waterfield*
Joe Greene	Mike Michalske*	Mike Webster*
Forrest Gregg	Bobby Mitchell	Arnie Weinmeister*
Bob Griese	Ron Mix	Randy White
Lou Groza*	Lenny Moore	Bill Willis

Jack Ham	Marion Motley*	Larry Wilson
Dan Hampton	Mike Munchak	Kellen Winslow
Franco Harris	George Musso*	Alex Wojciechowicz*
	Bronko Nagurski*	Willie Wood
	Ozzie Newsome	Ron Yary
	Ray Nitschke*	Jack Youngblood
	Leo Nomellini*	
		*Deceased

**EXHIBIT B  
COACHES**

<b>George Allen* - COACH</b>	<b>Curly Lambeau - COACH</b>	<b>Don Shula - COACH</b>
<b>Paul Brown* - COACH</b>	<b>Tom Landry* - COACH</b>	<b>Hank Stram* - COACH</b>
<b>Jimmy Conzelman* - COACH</b>	<b>Marv Levy - COACH</b>	<b>Bill Walsh - COACH</b>
<b>Weeb Ewbank* - COACH</b>	<b>Vince Lombardi* - COACH</b>	<b>Chuck Noll - COACH</b>
<b>Ray Flaherty* - COACH</b>		
<b>Joe Gibbs - COACH</b>		
<b>Sid Gillman* - COACH</b>		
<b>Bud Grant - COACH</b>		
<b>George Halas* - COACH</b>		
		<b>COACH - COACHES GAME ONLY</b>
		<b>*Deceased</b>

EXHIBIT C  
HOF TRADEMARKS AND USAGE GUIDELINES





NATIONAL FOOTBALL LEAGUE

January 24, 2001

Mr. Eugene Upshaw  
Chairman  
PLAYERS INC  
2021 L Street, NW  
Washington, DC 20036

Re: Sponsorship Agreement

Dear Gene:

NFL Properties, Inc. and Players Inc have agreed to immediately enter into an agreement as set forth in the terms attached hereto as Exhibit A. The parties have also agreed to use their best efforts to negotiate and enter into a more detailed agreement embodying the attached terms as soon as is reasonably practical, and to supplement the terms attached as Exhibit A by delivering the Schedules referenced in such Exhibit A within thirty (30) days of the date hereof. Until the more detailed agreement is executed, this letter and Exhibit A (as supplemented by such Schedules) shall remain in full force and effect.

Please signify your agreement with the foregoing by signing below.

Sincerely,

ROGER GOODELL  
President  
NFL Properties, Inc.

Agreed:

Players Inc

By:

  
EUGENE UPSHAW

280 Park Avenue, New York, New York 10017 (212) 450-2000 FAX (212) 681-7581

Sponsorship Terms

1. In exchange for the Annual Sponsorship Payment as set forth below, and except as set forth below, NFL Properties shall acquire Group Player Licensing Rights (as defined in the CBA) and the exclusive use of Players Inc's name and logo, for all corporate sponsorships/endorsements (including "official" designations using the Players Inc name and logo), and the agreement of Players Inc not to grant any "Players Inc" or "NFL Players" corporate sponsorships/endorsements (including "official" designations using either of such terms), for the 2000, 2001, 2002 and 2003 NFL seasons. These rights shall be worldwide and shall include, but are not limited to, the following categories: (1) all product categories (including services) for which NFLP currently has corporate sponsorship/endorsement agreements, and (2) telecommunications, computer, online products (subject to the provisions of paragraph 5.1. below), financial services, and gasoline categories. The term "NFLP" shall include any successor or additional licensing entity for the NFL or its member clubs generally. The term "Players Inc" shall include any successor or additional licensing entity for group NFL player rights.
  
2. The grant of sponsorship rights shall not affect Players Inc's licensing of player Group Licensing Rights for products (e.g., trading cards; clothing; videogames; computer games; collectibles; internet sites (subject to standstill provisions of the separate "Internet Commitments" letter agreement); fantasy games; etc.) or the use in such licensing deals, with the phrase "licensed by," the phrase "officially licensed by," or any substantially similar phrase, of the Players Inc name and logo (or the words "NFL Players," so long as such words are used together with the Players Inc logo and the phrase "licensed by" or "officially licensed by") to denote that the products involved are duly licensed. The grant of sponsorship rights also shall not affect Players Inc's licensing of player Group Licensing Rights for premiums (whether or not used in corporate promotions); provided that any promotions for which such premiums are licensed may not be in categories where NFLP has sold or allowed NFL member clubs generally to sell a sponsorship (unless the premiums are in support of such sponsorship), but further provided that premiums may be licensed only for a term of one year or less (a) for promotions in categories where NFLP has not sold or granted (and is not actively seeking to sell or grant) or allowed NFL member clubs generally to sell or grant sponsorships, and (b) for promotions in any category where NFLP has allowed NFL member clubs generally to sell or grant sponsorships (i) on a national basis if no club has sold or granted a sponsorship in such category after such category has been open to sale or grant of club sponsorships for a commercially meaningful period of time (which shall be determined by mutual agreement for any such category in light of the time of year at which such category was opened for club sponsorships, but in no case shall be less than nine months, which nine month period shall be measured from the later of the six-month anniversary of the execution of this Agreement or the date on which such category was opened for club sponsorships), (ii) on a local basis in any market where the local



club has not sold or granted a sponsorship in a category after it has been open to sale or grant of club sponsorships for a commercially meaningful period of time (as determined above), and (iii) on a national basis, subject to the requirement that (a) no advertising or promotional materials of any nature may be displayed in any market where a local club has sold or granted a sponsorship in the relevant category (a "Club-Occupied Market"), and (b) all national advertisements for or mentioning any such premium must be "blacked out" in all national and local media available in any such Club-Occupied Market.

3. Players Inc may not, in connection with any Group Licensing Rights deals, use the phrase "official {type of product} of Players Inc {or {the}NFL Players}." except in connection with the existing Group Licensing Deal with Joy Athletic, any renewals thereof with Joy Athletic, or in any replacement deals if Joy Athletic is not renewed, in connection with which the identifying phrase "Official Clothing Line of {the} NFL Players {or Players Inc}" (which is currently used in connection with the Joy Athletic Group Licensing Deal) may continue to be so used in a manner substantially identical to the manner in which it is currently used (i.e., the clothing line is a "private label" product rather than co-branded, and manufacturing credit but no consumer (as opposed to trade) advertising exposure is given to the licensee). In connection with these arrangements with respect to official Players Inc clothing, Players Inc further agrees that (1) if the Joy Athletic Group Licensing Deal is not renewed, Reebok (as NFLP's potential long-term licensed merchandise business partner) will be given a right of first refusal with respect to a replacement deal for official Players Inc clothing, and (2) in the event Reebok does not secure such rights, such deal will not be made with a company primarily engaged in footwear sales (e.g., Nike, Adidas, Puma).
4. These terms shall be without prejudice to either party's position regarding Players Inc's right -- or lack thereof-- to use the "NFL Players" designation, and shall not be cited or relied upon in any proceeding addressing that issue.
5. The following exceptions shall apply to the exclusive grant of corporate sponsorship endorsement rights to NFLP, with no revenue set-off against Annual Sponsorship Payment (except for the MBNA deal, as set forth below):
  - A) Current Deals: Players Inc may continue its current sponsorship deals in their current form through the end of their current terms. Players Inc represents that such deals include only Bally's, Norwegian Cruise Lines, MBNA, Spalding, Pepperidge Farm, Athlon, and Del Sol Cigars. Except as set forth below, these deals may not be renewed upon the expiration of their current terms.
  - B) Events: Players Inc may continue its four current sponsored events, renew these deals, and find replacement sponsors for these events if necessary: (i) NFL Players Party in Super Bowl host city; (ii) NFL Players Rookie Premiere; (iii) NFL Players Super Shootout (week before Super Bowl);

and (iv) NFL Players Unsung Heroes Awards Banquet. Players Inc may also add, without NFLP consent, one additional sponsored awards event in the future (e.g., Mackey Awards Banquet). Subject to current contractual commitments (which have been fully disclosed to NFLP in connection with the execution of this agreement): (a) no sponsorships of any such event may be sold to competitors of League sponsors who do business or have been granted League sponsorship rights in the relevant geographic area (except for local sponsorships, such as hotel deals involving room-for-promotion trades, which shall not be advertised outside the locality in which such event is held); (b) such sponsorships shall be subject to reasonable restrictions, comparable to those currently in place for the NFL Players Party held during Super Bowl week, regarding advertising and promotion of the event, such restrictions to be negotiated in good faith between Players Inc and NFLP; and (c) such event-based sponsorships shall be subject to reasonable limitations on the duration of the sponsorship prior to the event. Players Inc will need permission from NFLP to create, own, operate, produce, manage, or license any other events. This paragraph does not change the rules for the NFL Players Party, which is already the subject of a separate agreement.

- C) Cruise Lines, Fitness Centers & Publications: Players Inc and NFLP will work together in these categories in an effort to secure mutually advantageous sponsorship and other arrangements. Upon expiration of the current term of Players Inc's current deal in each of these categories, Players Inc may extend such current deal or enter into a replacement deal of the current type (e.g., barter in the case of cruise line and fitness center arrangements) if the parties' joint efforts do not result in an arrangement that affords to Players Inc benefits comparable to or better than those of its current deal.
- D) Restaurants: Players Inc may license, own or operate restaurants bearing the name "Players Grill" or another name (not including any NFL or club trademark or tradename) licensed by Players Inc. Players Inc may not license or grant to any other types of restaurants (e.g., McDonald's) the right to use any 'official' Players Inc or 'NFL Players' designation. Nothing herein shall supersede the provisions of the settlement of the Players Grill litigation, which settlement shall govern, to the extent applicable, any new name under which restaurants licensed, owned, or operated by Players Inc may be operated.
- E) MBNA: The MBNA deal may be renewed in its current form so long as MBNA continues to have the right, through NFLP, to produce NFL affinity cards.
- F) NFL Players Golf Club: Players Inc may continue the NFL Players Golf Club, subject to the same restrictions as are set forth in subparagraph B

above and to the grandfathering of current contractual commitments (which have been fully disclosed to NFLP in connection with the execution of this agreement). NFLP and Players Inc will cooperate in seeking to enhance existing golf events (e.g., Cadillac Pro-Am) through player content. Players Inc may not add any additional types of clubs (e.g., NFL Players Tennis Club).

- G) Players Inc Support of Club Sponsors: Players Inc may provide group player licenses (including for product premiums, commercial appearances, and other advertising uses), limited to one year's duration, to club sponsors in support of club sponsorships in categories in which NFLP has, at the time of Players Inc's proposed group licensing, authorized clubs to enter into local sponsorship deals using their individual trademarks ("club-open categories"), subject to the same geographic restrictions as the clubs, if any, with no revenue set-off. Such group player license rights may be licensed only to club sponsors. This exception does not apply to any product or service category in which NFLP has, at the time of Players Inc's proposed group licensing, also entered into an agreement to license League trademarks. Group player licensing of product premiums other than in support of club sponsorships is to be governed by the second bullet paragraph of this agreement and is not restricted by this paragraph.
- H) Television & Radio: This agreement does not limit advertising or sponsorship elements of: (i) existing television or radio shows that are created, licensed, endorsed (e.g., "NFL Players Week on Wheel of Fortune"), owned or produced by Players Inc; (ii) any television show that is created, licensed, endorsed, owned or produced by Players Inc as a replacement for any existing television show that is terminated; (iii) any future radio show that is created, licensed, endorsed, owned or produced by Players Inc.; and (iv) one additional television game show that may hereafter be created, licensed, endorsed, owned, or produced by Players Inc. Provided, however, that Players Inc agrees that no such shows may have the title "presented by" or similar types of titles, or title sponsors, or titles incorporating any third party name (subject to any existing Players Inc contractual commitments, which have been fully disclosed to NFLP in connection with the execution of this agreement and which commitments will not be renewed upon their expiration); and provided further that Players Inc may continue its participation in the "Firefighters Challenge" television show. The parties will discuss and work together to develop additional television and radio shows that will be marketed as joint NFL/NFL players products.
- I) Internet: Players Inc may obtain Internet software or services for its official web site, the NFLPA's official web site, and related satellite sites, in exchange for promotional mentions (e.g., "powered by"), but (except for sale of element (i.e., page) sponsorships to then-current NFL sponsors

and NFL licensees, which may continue in accordance with Players Inc's current business practices for so long as, but only for so long as, Players Inc's Internet site is a part of the NFL Internet Network) Players Inc may not sell sponsorship of any individual site, or of any elements of a site, or grant "official" designations in respect of any Internet products (including services) or elements; provided, however, that if the standstill period under the "Internet Commitments" agreement expires without a follow-on deal between Players Inc and the NFL's Network Entities, and Players Inc chooses to remove its site from the NFL Internet Network, Players Inc may sell a single integrated Internet sponsorship covering all elements of its site. This agreement does not limit the ability of Players Inc to grant group licenses in respect of player rights to third parties for such third parties' Internet sites; the right of Players Inc to grant such group licenses, and the standstill agreement of Players Inc with respect to the grant of such licenses, is covered by a separate agreement on that subject, entitled "Internet Commitments." Nothing in this agreement shall prevent Players Inc from granting or selling banner advertisements on any of its web sites.

J) NFLP, the NFL, Clubs, and all other NFL-related entities will not challenge Players Inc's use or licensing of "NFL Players" designations as currently used for any current sponsorship deals described in this Paragraph 5 (all of which have been disclosed to NFLP on Schedule A attached hereto) or for any permitted renewals thereof, subject to compliance with size, placement, disclaimer and other reasonable requirements for any such grandfathered exceptions (which will be agreed upon by Players Inc and NFLP). The size, placement, disclaimer, and other reasonable requirements negotiated with respect to such current sponsorship deals or permitted renewals pursuant to the previous sentence shall govern the use of "NFL Players" in such deals, and the specific language requirements applicable to Group Licensing Deals under Paragraphs 2 and 3 above shall be inapplicable to such deals or renewals. There is a mutual reservation of rights after the term of this agreement. No other corporate sponsorship or endorsement uses of "NFL Players" by Players Inc or its licensees are permitted during the term (2000-2003) unless the use is approved in writing by NFLP.

6. Players Inc will not enter into new corporate sponsorship/endorsement deals that are inconsistent with this agreement.
7. NFLP has sole discretion as to which sponsorships it will sell, but will regularly meet and discuss with Players Inc aspects relevant to this program, and which sponsors are most likely to be receptive to using player elements. NFLP will include Players Inc in discussions/presentations with potential sponsors concerning player elements (POS or commercials, etc.). NFLP will discuss with, and solicit input from, Players Inc regularly, on a timely basis, and before any formal commitments as to player elements in a sponsorship relationship are made, as to which players will be utilized

and in what manner (both nationally and locally) in light of sponsor preferences and needs. Player selection may not discriminate in favor of or against the QB Club.

8. Players Inc will handle all aspects of contacting players/agents (excluding the QB Club) and making arrangements for player participation (travel expenses, broadcast union fees, etc. to be paid by sponsor) in connection with this agreement.
9. Beginning in the 2001 NFL season, the network "tag" or legend at the end of NFL public service announcements (e.g., United Way spots) shall read "This message furnished by the National Football League and its players," which "tag" shall be accompanied by same-size depictions of the NFL logo and the NFL Players Association logo. NFLP will use all commercially reasonable efforts to obtain the agreement of its commercial sponsors (other than Quarterback Club sponsors) to include the Players Inc logo as a "tag" (i.e., similar to an officially licensed product logo) along with a same-size depiction of the NFL logo in all of such sponsors' print and television advertisements in which the NFL logo is used as a "tag" and not as an active part of the content, and will cause its commercial sponsors (other than Quarterback Club sponsors) to use such a "tag" in all print and television advertisements that utilize NFL players through rights conveyed to or acquired by NFLP or any other NFL-related entity (e.g., NFL Enterprises, but for purposes of this paragraph, not a member club of the NFL) from Players Inc under this agreement or any other agreements existing as of the date hereof (e.g., vignettes). Such tags will be of sufficient size and contrast so as to be readily readable.
10. Players Inc, NFLP, and all other NFL-related entities shall each use all commercially reasonable efforts in preparing, negotiating, and administering their respective licensing agreements so that any rights that it licenses to third parties do not impair, and are not inconsistent with, any rights granted hereunder. In furtherance thereof, each shall monitor in a commercially reasonable manner third party internet sites licensed by it, shall terminate hyperlinks to any such third party Internet site that impairs any rights granted hereunder, and shall otherwise cooperate in good faith with each other to remedy any misuse of licensed group player rights that any of them may discover if such misuse impairs, or is inconsistent with, any rights granted hereunder.

11. Annual Sponsorship Payment:

Year	Minimum Guarantee	Percentage Share
2000	\$4.5 million	NA
2001	\$5.4 million	6%
2002	\$6.75 million	7.5%
2003	\$9.0 million	12.5%

Under this agreement, each year NFLP shall pay to Players Inc the greater of the above-stated Minimum Guarantee or the Percentage share, with the payment made at the same time as the payment made under the NFLPA v. NFL Properties settlement

agreement (see CBA, Art. XXIV, § 1(a)(ix)) – e.g., the 2000 payment of \$4.5 million will be made to Players Inc on February 28, 2001. The percentage share shall be the applicable percentage of the gross amount of all sponsorship revenues from League deals (including revenue passed-through to Clubs, except to the extent offsetting club inventory is provided to the League sponsor other than pursuant to separate agreements). Sponsorship monies paid to the QB Club, and monies (if any) paid to Players Inc for vignettes, are not included in the calculation. Barter is included each year to the extent that it exceeds the base year percentage of barter sponsorship revenue to total League sponsorship revenue in 1999 (barter spillover). Monies paid to Players Inc for Annual Sponsorship Payment are deducted from EDGR. Where sponsors are provided with club inventory as part of a League sponsorship deal, Players Inc shall have the right to challenge before the jointly retained Accountant in a proceeding of the type generally used to resolve accounting issues the value assigned to such club inventory if Players Inc believes that the assigned value exceeds the fair market value of the inventory (i.e., the price that the club would charge for such inventory in an arms'-length third-party deal); provided, however, that Players Inc shall not have the right to challenge the value assigned to club inventory in existing League deals where such inventory is provided to sponsors for the current term of such deals, but will have the right to challenge such assigned value during the renewal term (if any) of any such deals.

12. In the event any Annual Sponsorship Payment due hereunder is disputed by NFLP, NFLP shall deposit the disputed amount in an interest-bearing escrow account on the day such payment is due. Thereafter, such dispute shall be subject to expedited arbitration (to be decided within 60 days) before a single arbitrator with expertise in commercial arbitration (to be chosen by the parties within 60 days of the date of this agreement), in a proceeding using the evidentiary and other procedural rules applicable to Special Master proceedings, the result of which arbitration (a) shall be binding only with respect to the arbitrator's determination as to whether the disputed Annual Sponsorship Payment shall be released to Players Inc, and (b) shall be non-appealable, final and binding. The proceedings in, and the result of, the arbitration shall not be relied upon or referred to in any other legal proceeding (other than the mere fact of the non-payment, or the fact of the payment on a particular date) except to enforce the arbitrator's award. Payments made under the NFLPA v. NFL Properties Settlement Agreement (see CBA, Art. XXIV, § 1(a)(ix)) shall also be subject to the same payment and expedited arbitration procedure.
13. Players Inc will receive sponsor lists, financial information about sponsorships (e.g., revenue, barter, Club pass through), and audit rights.
14. During each year of the agreement, on behalf of NFL sponsors, Players Inc will pay at least 25% of the Annual Sponsorship Payment (the "Active Usage Credit") directly to active NFL players for player elements beyond those conveyed to Players Inc and/or the NFLPA under the standard player Group Licensing Authorization (for which incremental payments to individual players are required) (e.g., player

appearances at sponsor functions, participation in photo/commercial shoots, etc.) requested by NFL sponsors and approved by Players Inc. such approval not to be unreasonably withheld. Any unused portion of the Active Usage Credit in the first year of this Agreement will be available to NFL sponsors and players during the subsequent year, in addition to the Active Usage Credit otherwise available during that year. Rates charged by players shall be commercially reasonable. NFLP will receive financial information in commercially reasonable detail concerning fees charged by Players Inc to third parties for active player elements.

15. Any barter or cash revenues received by Players Inc directly from MBNA or any other League sponsor that are attributable to the sale of corporate sponsorship/promotional rights in any category in which Players Inc's sponsorship/endorsement rights have been conveyed to NFLP hereunder (not including revenues received by Players Inc (i) under exceptions A, B, C (including both barter and cash received by Players Inc from resale of advertising space in publications that it receives through barter arrangements), D, F, G, H, and I in Paragraph 5 above, (ii) from non-GLA sources such as merchandise, event signage and advertising, and (iii) in the case of the MBNA sponsorship only, amounts received from MBNA for sponsoring Players Inc's produced events and activities and for player appearances and endorsements) shall be deducted from the Annual Sponsorship Payment to be paid by NFLP to Players Inc; provided, however, that during the term of this agreement, Players Inc shall not have the right to enter into any arrangements for the sale of corporate sponsorship/promotional rights in any category not set forth above as an exception without the express written permission of NFLP, not to be unreasonably withheld, and further provided, however, that (A) NFLP's refusal to approve any proposed Players Inc agreement described in the immediately preceding proviso that has a term (including renewal options) of more than one year shall be deemed reasonable, regardless of any other facts or circumstances; and (B) 100% of any revenue generated in connection with any such approved arrangement shall be deducted from the Annual Sponsorship Payment to be paid by NFLP to Players Inc during the year in which such revenue is generated.
16. The term of this agreement shall be for the 2000-2003 NFL seasons.

Internet/Sponsorship Term Sheet

I. Sponsorship Agreement

- a. Extended through 2006 League Year
- b. No operational or rights changes
- c. Per-League Year payments for 2004-06 computed at highest rate of payment under current agreement (12.5% of sponsorship revenues from League deals, with a minimum guaranteed payment of \$9 million) and shall cover the period through March 31 following the respective League Year.
- d. NFL Properties may terminate the Sponsorship Agreement upon advance written notice, such termination to be effective on or after March 31, 2004, if, due to the expiration of the NFL Properties Trust on March 31, 2004 or any amendment of the Trust necessary to secure its extension, NFL Properties' sponsorship sales rights are not substantially similar to those it currently holds. Regardless of the effective date of such termination, NFL Properties shall be required to compensate Players Inc for the twelve month period immediately following the termination notice as follows:

In the event of such termination, Players Inc shall receive, in addition to the payments due under the Sponsorship Agreement for the remainder of the Fiscal Year (i.e., April 1 through March 31) in which such termination notice is given, a further payment for the period (if any) from the end of such Fiscal Year to the date twelve months after the date the termination notice was given; provided, however, in no event shall Players Inc receive an additional payment under this paragraph if, for the same period, it is receiving payment under paragraph 11 of the Sponsorship Agreement. The amount of the additional payment (if any) shall be equal to the greater of (x) 12.5% of sponsorship revenues from League deals (the "Percentage Royalty") with respect to the Fiscal Year immediately following the Fiscal Year in which the termination notice was given, or (y) a minimum guaranteed payment of \$9 million, in either case divided by 365, multiplied by the number of days from the end of the Fiscal Year in which the termination notice was given to the date twelve months after the date the termination notice was given. Such payment would be made within 30 days after the end of the Fiscal Year following the Fiscal Year in which the termination notice was given. The following is an example of such calculation: if NFL Properties gives written notice on October 1, 2004 that it is terminating the Sponsorship Agreement then, in addition to the payments due under the Sponsorship Agreement for the remainder of the



2004 Fiscal Year (i.e., through March 31, 2005), NFL Properties would make a payment to Players Inc (to cover the six month period from April 1, 2005 through September 30, 2005) equal to the greater of (x) \$4.5 million (i.e., one-half of the \$9 million minimum) or (y) one-half of the Percentage Royalty with respect to the 2005 Fiscal Year (i.e., April 1, 2005 through March 31, 2006).

2. Internet Agreement

- a. Extended through 2006 League Year, unless terminated earlier by (1) NFL Parties as permitted under Section 2(b) below, or (2) Players Inc as permitted under Section 2(e) below
- b. Players Inc and satellite sites (including NFLPA sites) participate in the NFL Internet Network through 2005 (2006 if Network is further extended); sites must abide by Network Policies as set forth in current agreement (sites "will be operated in accordance with policies generally applicable to all Network sites unless such policies are demonstrably unreasonable as applied to the business of Players Inc and/or the NFLPA"); sites will also abide by AOL Carriage Terms attached hereto as Exhibit A to the same extent as league-level sites in the NFL Internet Network, for the period that both (i) the AOL/NFL deal is in effect, and (ii) Players Inc is a member of the NFL Internet Network; NFL Parties may terminate Internet Agreement for breaches of applicable Network policies and/or AOL Carriage Terms by Players Inc and/or the NFLPA that are material within the context of the Internet Agreement and/or the AOL Carriage Terms, provided that such breaches are not cured within the earlier of ten (10) days of notice thereof or any longer applicable cure period (if any) for breaches of the particular type involved, as set forth in the AOL Carriage Terms.
- c. During extended term (i.e., through the earlier of the end of the 2006 League Year or early termination of Internet Agreement), licensing of content for Internet purposes, advertising sales, retention of technical partners for Web hosting, etc., by Players Inc and satellite sites (including NFLPA sites) may continue in the ordinary course consistent with past practice; auction arrangements, fantasy football licenses, and content cross-licenses remain in effect.
- d. Per-League Year payments for 2002-06 League Years will be \$3 million; payment for 2001 League Year will be \$2 million, in accordance with original payment schedule.

*JK*  
*CRSC* 

- e. By serving written notice no later than December 1, 2002, Players Inc may terminate the extension if (1) the parties have not negotiated a joint venture agreement by September 30, 2002, or (2) if, prior to September 30, 2002, there is an IPO or similar transaction in respect of the NFL Internet Network or the NFL entity operating it, and despite good-faith negotiation with respect to further arrangements between Players Inc and such NFL entity/entities in advance of such transaction, Players Inc and such NFL entity/entities are unable to agree upon further arrangements mutually satisfactory to Players Inc and the NFL Parties; all intellectual property licenses and cross-licenses contained in the Internet Agreement, and all payment obligations thereunder, will terminate effective upon early termination by either party
- f. Accounting rules related to AOL deal:
  - i. Promotional inventory received from AOL, CBS, and SportsLine that is not sold, bartered or otherwise provided to third parties, either in whole or in part, is not included in DGR or EDGR; co-branding of NFL.com spots with AOL, CBS or SportsLine (AOL keyword mentions; "powered by SportsLine" mentions) is not considered sale, barter or other provision (in whole or in part) of promotional inventory; and
  - ii. SportsLine stock not included in EDGR until sold or otherwise specifically used in any transaction to economically benefit the NFL or any NFL-related entities (e.g., used as collateral).

3. Properties Settlement

The terms of the Properties Settlement will be extended through the 2006 League Year, with the exceptions of Properties Agreement paragraph 20 and Quarterback Club Agreement paragraph 8, both of which will be discussed as part of future negotiations between the parties.

4. Post-2006 Extensions

On or before March 31, 2005, NFL Properties shall elect one of the following options:

**OPTION 1:** The Properties Agreement, the Related Agreements thereto (as defined in the 1998 extension of those agreements), the Sponsorship Agreement, and the Internet Agreement shall each be extended for three additional years (i.e., until March 31, 2010), on the same terms as for the 2006 League Year. Under this option, NFL Properties shall be free, beginning on March 31, 2005, to sign up to 40 active NFL players to group licensing contracts, for periods of time after the



CBA has expired and before March 31, 2010, even though such players may still be subject to group licensing agreements with the NFLPA for such period. The NFLPA shall assign to NFL Properties appropriate rights for such players (up to 40) for such period (after the CBA expires and before March 31, 2010). All payments made to the NFLPA or Players Inc under the Properties Agreement, the Related Agreements, the Sponsorship Agreement, and the Internet Agreement, with respect to the extended term (i.e., for the three year period beginning on March 31, 2007) shall be deposited in a jointly administered escrow account and released to the NFLPA or Players Inc, as applicable, two calendar years after the date the payment was due, without any other condition. This Option 1 shall be available only if the Properties Agreement, the Related Agreements, the Sponsorship Agreement, and the Internet Agreement continue to be in full force and effect, and have not otherwise been terminated for any reason, except with respect to Paragraph 2(e) above concerning the Internet Agreement.

OR

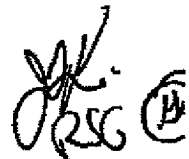
OPTION 2: The Properties Agreement, the Related Agreements (as defined in the 1998 extension of those agreements), the Sponsorship Agreement, and the Internet Agreement shall not be further extended and shall expire on March 31, 2007. In such event, the following conditions shall apply: (i) NFL Properties shall be free, beginning on March 31, 2005, to sign active NFL players to group licensing contracts, for periods of time after both the CBA has expired and such players are no longer subject to NFLPA group licensing authorizations or other agreements through which the player has otherwise assigned the right to the use of his name and likeness to the NFLPA; and (ii) the parties reserve their respective positions as to whether NFL Properties may or may not lawfully sign NFL players to group licensing contracts for periods of time after the CBA has expired but during which the NFLPA asserts that such players are subject to NFLPA group licensing authorizations or other agreements through which the player has otherwise assigned the right to the use of his name and likeness to the NFLPA. In addition, under this option, the NFLPA shall not execute any NFLPA group licensing authorization, or any other agreement through which the player has otherwise assigned the right to the use of his name and likeness to the NFLPA, for a term of more than three NFL seasons (or which provides the NFLPA unilateral options to extend or renew it for a total period, including the original term, of more than three years); however, nothing shall preclude the NFLPA from subsequently signing the player to one or more additional new agreements with further terms up to three years each.

Under both options, if the NFL Internet Network shall have ceased operations for any reason (e.g., because Internet rights have been sold to the NFL's broadcast partners), the requirement that the Internet Agreement be renewed together with the Properties Agreement, Related Agreements, and Sponsorship Agreement shall not apply.

JLR  
RSG (B)

5. Parties

Players Inc & NFL Properties/NFL Enterprises, and the NFLPA to the extent that the NFLPA is a party to the Properties Settlement and to the Internet Agreement.

Handwritten signature and initials, possibly "J.K. ORSG" with a circled "D" or "B" next to it.



**EXHIBIT B**  
**AOL CARRIAGE TERMS**

I. Customization.

A. The Customized Site. SportsLine will customize the Customized Sites for AOL Members as follows:

- (i) Co-Branding and Navigation. There shall be a co-branded version of the Customized Sites for each of the AOL Service, the CompuServe Service, Netscape, Digital Cities, ICQ.com and AOL Plus by displaying the applicable AOL Property's then-current co-branded header and footer portions of the AOL Frames on each page of such version of the Customized Site. AOL is solely responsible for creation of the header and footer of the AOL Frames referred to in the preceding sentence.
- (ii) Advertising. Notwithstanding anything to the contrary in this Agreement, the Customized Site shall not contain (a) Advertisements for any other Interactive Service, (b) Advertisements in a Restricted Category, or (c) Advertisements for any Internet browser (other than Netscape browsers) within the version of the Customized Site that is customized and co-branded for Netscape. All Advertisements sold by NFLE, CBS and/or SportsLine or their agents on the Customized Sites shall comply with the applicable AOL Property's then-standard advertising policies (other than (w) the "Advertising by Competitors" paragraph, which is separately addressed in this clause (ii), (x) the "Conflict with AOL's Business Objectives" paragraph and the immediately following paragraph in AOL's current advertising policies, (y) any successor paragraphs in any then-standard advertising policies, and (z) the reference in the "Linked Sites" paragraph to compliance with AOL's business objectives such current advertising policies, with the paragraphs referred to above rendered inapplicable for purposes of the Agreement to which this Exhibit is attached, being referred to as the "ATS" and attached as Attachment 4 to these Carriage Terms) and all applicable federal, state and local laws and regulations. To the extent the NFLE advertising policies set forth in Section 11 of the Agreement are more restrictive than the AOL advertising policies in terms of categories of products that may not be promoted, the NFLE's advertising policies shall control with respect to the Customized Site. Any Advertisements sold or provided by the Parties which, at the time they were sold or committed to by such Other Party did not violate AOL's then-standard advertising policies shall not be in breach of the preceding sentence as a result of any subsequent change made by AOL to the advertising policies; provided that (x) the agreement for such Advertisements ("Advertising Agreement") has a term of one year or less and contains a thirty-day (or more favorable) termination right for such Party, and (y) the Advertising Agreement is terminated at AOL's request. In the event AOL requests that an Advertising Agreement be terminated pursuant to the preceding sentence, AOL will pay the remainder of the sums due under the Advertising Agreement as Gross Revenues.
- (iii) Operating Standards. SportsLine shall ensure that the Customized Site complies with the technical operating standards set forth in Attachment 1 ("Operating Standards").
- (iv) AOL Tools. Subject to the last sentence of Section 13.2 of the Agreement, to the extent any of the following tools or functionality are used within the Customized Site, only the following comparable AOL Tools shall be used: instant messaging and calendaring (including "click-to-add event" functionality associated therewith). Any registration process permitted hereunder shall permit AOL Members to utilize AOL's screenname authentication functionality and AOL Quick Checkout and such functionalities shall be displayed as prominently as any other method of registration; provided, however, that the Parties acknowledge and agree that the Fantasy Football Products on the NFL Sites shall not be required, at any time prior to May 21, 2002, to utilize such functionality. All such

AOL tools shall be provided by AOL free of charge and subject to AOL's standard license terms and conditions for such AOL Tools. In addition, (i) the Customized Site shall not provide or promote any email service or aggregated shopping/commerce features or functionality (e.g. an online mall) (other than the NFL Shop), and (ii) neither the Customized Sites nor the Generally Available Sites shall use or feature the tools or technology of any Microsoft or any other Interactive Service other than AOL except on an OEM basis (e.g., no branding, no links or promotions); provided that in no event shall the Customized Sites nor the Generally Available Sites use or feature any Microsoft consumer interactive tool or technology (e.g., chat, instant messaging or e-mail (whether or not part of an operating system), but excluding for the avoidance of doubt any back-end infrastructure permitted hereunder). For thirty (30) days following the execution of this Agreement, AOL, NFL, and SportsLine will discuss in good faith, and conduct due diligence and testing for, the integration of Magic Carpet into the NFL Sites.

- B. Promo Content. NFLE shall provide the underlying Content and creative elements, and SportsLine shall (as necessary) format for online distribution the Promo Content for AOL. SportsLine and NFLE shall ensure that all Promo Content shall not contain Advertisements.
- C. Customized Programming. NFLE shall ensure that Customized Programming does not contain any Advertisements. NFLE and AOL acknowledge and agree that there may be Advertisements in specific audio feed Content provided and identified by NFLE that neither NFLE nor AOL may modify in anyway due to limitations in agreements between NFLE and audio feed providers.
- D. Incidental Signage. NFLE shall use commercially reasonable efforts to ensure that Incidental Signage in Promo Content and Customized Programming does not contain advertisements, promotions, links, pointers, signage and similar services or rights (i) for any Interactive Service, (ii) in a category in which AOL or the applicable AOL Property has an exclusive or other preferential relationship (as notified in writing to NFLE by AOL), or (iii) for any Internet browser (other than Netscape browsers) within the Promo Content and Customized Programming for distribution on Netscape (collectively, "Restricted Advertisements"); provided that, the Parties understand that, from time to time, one or more Parties may inadvertently provide video and photographic Customized Programming, and NFLE may provide video and photographic Promo Content, containing Incidental Signage displaying Restricted Advertisements. In the event that an Other Party, from time to time, inadvertently provides to AOL such Content that contains Incidental Signage, such action will not constitute a breach of this Agreement, but AOL shall be entitled, upon request, to receive from the Party providing such Content prompt substitute Content of a comparable nature which does not contain Restricted Advertisements. AOL shall receive the Customized Programming specified in Sections 8.2(a) and 8.2(b) prepared for online distribution and compliant with the Operating Standards.
2. Programming. SportsLine and NFLE shall cause the Customized Site to consist only of professional football-related Content and associated Content set forth in the Content Plan ("Football-Related Content"). The inclusion of any Content, other than Advertisements permitted under Section 1(b), not generally described on the Content Plan shall be subject to AOL's reasonable approval. The Customized Programming shall not contain any links or pointers to any other area on or outside of the AOL Network without AOL's prior written consent; for the avoidance of doubt, the foregoing shall not apply to the Customized Site. AOL Members shall not be subject to a registration process (or any similar process) in order to access and use the Customized Programming and/or the primary features of the Customized Site except as set forth below. Any registration permitted hereunder shall be no more burdensome than any other registration or similar process on the corresponding Generally Available Site and shall be for the following features and functionality only (or similar features or functionality): (i) forums, (ii) chat, (iii) fantasy, (iv) newsletters, (v) contests/games, (vi) surveys/polls, (vii) voting, and (viii) any Content offered as an Emerging Media Right on a subscription basis.
3. Online Terms. The Online Terms set forth in Attachment 2 are hereby incorporated herein.

4. Commerce Terms. The Commerce Terms set forth in Attachment 3 are hereby incorporated herein.
5. Cross-Promotion. In the event the Generally Available Site or NFLE's Online Content is referenced, mentioned or promoted (including, without limitation, by listing the "URL", site name or related company name thereof) in any Offline Media, CBS and NFLE shall mention or reference the AOL Keyword for the Customized Site with equal prominence in such Offline Media; except that, CBS and NFLE shall have no obligation to mention or reference the AOL Keyword where such mention or reference is technologically or operationally impossible, or where, after reasonable efforts, they are unable to obtain broadcaster and/or other relevant third party approvals required to permit such equally prominent mention or reference. In addition, neither NFLE nor CBS shall not be deemed to be in breach of this Section 5 as a result of inadvertent failures from time to time to comply with this Section 5 so long as the applicable party is acting in good faith on an overall basis. Such reference or mention shall conform to the keyword guidelines and logo usage guidelines set forth below and in accordance with the provisions of Section 17 of the Agreement to which this Exhibit B is attached. NFLE shall not promote any other interactive Service more prominently than it promotes AOL.
6. Relationship with AOL Members.
- (a) Solicitation of Subscribers.
- (i) *Restriction on Solicitations on Behalf of Interactive Services.* During the Term of this Agreement and for a two year period thereafter, the Other Parties will not use the AOL Network (including, without limitation, the e-mail network contained therein) to solicit AOL Members on behalf of another Interactive Service; provided, however, that during the two-year period following the expiration or termination of this Agreement, a use of the AOL Network to solicit or participate in the solicitation of AOL Members for the benefit of an Interactive Service will not violate this sentence if the AOL Members solicited are solely Independently Acquired Members and such solicitation is not targeted specifically at AOL Members. "Independently Acquired Member" shall mean an AOL Member whose Member Information (as defined below) is collected by one or more of the Other Parties through any means outside of the AOL Network other than through a means targeted at AOL Members or through a promotion, contest or sweepstakes which AOL sponsors or in which AOL participates.
- (ii) *Restrictions on Unsolicited Commercial E-Mail.* During the Term, the Other Parties will not send unsolicited, commercial e-mail (i.e., "spam") or other online commercial communications through or into AOL's products or services, absent a Prior Business Relationship. Any commercial e-mail or other online communications to AOL Members which are otherwise permitted hereunder will (a) include a prominent and easy means to "opt-out" of receiving any future commercial communications from the Other Parties and (b) shall also be subject to AOL's then-standard restrictions on distribution of bulk e-mail (e.g., related to the time and manner in which such e-mail can be distributed through or into the AOL product or service in question).
- (b) AOL Member Communications. During the Term, to the extent any Other Party is otherwise permitted to send communications to AOL Members in accordance with the preceding paragraph (a), the Content of such communications shall not violate the NFL Site Privacy Policy mutually agreed upon by the Parties as set forth in Exhibit N to the Agreement and, in any such communications to AOL Members on or off the Customized Site (including, without limitation, e-mail solicitations and newsletters), the Other Parties will not encourage AOL Members to take any action inconsistent with the scope and purpose of this Agreement, including without limitation, the following action: changing the default home page on the AOL browser. Additionally, with respect to such AOL Member communications, in the event that an Other Party encourages an AOL Member to purchase products through such communications during the Term, the Other Parties shall ensure that (a) the AOL Network is expressly promoted as the primary means through which the AOL Member can access the NFL Shop and (b) any link to the Customized Site will link to a page which has an AOL Frame or otherwise indicates to the AOL Member that such user is in a site which is affiliated with the AOL Network.



(c) Collection and Use of AOL Member Information. During the Term, the Other Parties shall ensure that its collection, use and disclosure of information obtained from AOL Members under this Agreement ("Member Information") complies with (i) all applicable laws and regulations and (ii) the NFL Site privacy policy mutually agreed upon by the Parties as set forth in Exhibit N to the Agreement to which this Exhibit is attached. The Other Parties will not disclose Member Information collected hereunder to any third party in a manner that identifies AOL Members as end users of an AOL product or service or use separately identifiable Member Information collected under this Agreement (i.e., which indicates that an user is an AOL Member) to market another Interactive Service; provided that, the mere fact that an AOL Member's email address is listed will not be deemed to identify AOL Members as end users of an AOL product or service for purposes of this sentence.

7. Impressions Commitment. During the Term, AOL shall deliver 7.8 billion Impressions to the Placements (the "Impressions Commitment"). In the event there is (or will be in AOL's reasonable judgment) a shortfall in the Impressions Commitment as of the end of the Term (a "Final Shortfall"), AOL shall provide the NFLE as the sole remedy of NFLE, with Placements on the AOL Network which have a comparable overall value equal to the value of the number of undelivered Impressions comprising the Final Shortfall. In the event this Agreement is terminated prior to the end of the Term, the Impressions Commitment shall be prorated accordingly.

Attachment I  
Operating Standards

1. Customized Site(s) Infrastructure. SportsLine (a) will be responsible for all communications, hosting and connectivity costs and expenses associated with the Customized Site(s); (b) will provide all hardware, software, telecommunications lines and other infrastructure necessary to meet traffic demands on the Customized Site(s) from the AOL Network; and (c) will design and implement connectivity to the Internet such that (i) no single component failure will have a materially adverse impact on AOL Members seeking to reach the Customized Site(s) from the AOL Properties and (ii) no single line will run at more than 70% average utilization for a 5-minute peak in a daily period. The Parties acknowledge that there may be unusual spikes associated with sporting events, but that ICP shall use commercially reasonable efforts to ensure that ICP complies with this provision and as long as ICP uses its best efforts and the occasions of non-compliance are rare, ICP shall not be in breach of this Agreement. In this regard, ICP will provide AOL, upon request, with a detailed description of its Internet connectivity for all ICP Internet Site(s).
2. Optimization: Speed. SportsLine will use commercially reasonable efforts to ensure that: (a) the functionality and features within the Customized Site(s) are optimized for the client software then in use by AOL Members; and (b) the Customized Site(s) is designed and populated in a manner that minimizes delays when AOL Members attempt to access such site. At a minimum, SportsLine will ensure that the Customized Site(s)'s data transfers initiate within fewer than fifteen (15) seconds on average; except where such inability is due to problems with the AOL Properties. SportsLine will permit AOL to conduct performance and load testing of the Customized Site(s) (in person or through remote communications).
3. Technical Problems. SportsLine agrees to use commercially reasonable efforts to address material technical problems (over which SportsLine exercises control) affecting use by AOL Members of the Customized Site(s) (a "SportsLine Technical Problem") promptly following notice thereof.
4. Monitoring. SportsLine will ensure that the performance and availability of the SportsLine Internet Site(s) is monitored on a Continuous basis. SportsLine will provide AOL with contact information (including e-mail, phone, pager and fax information, as applicable, for both during and after business hours) for SportsLine's principal business and technical representatives, for use in cases when issues or problems arise with respect to the Customized Site(s).
5. Security. SportsLine shall at all times employ industry standard Secure Socket Layer (SSL) encryption technology in connection with transmission of end user credit card information to and from the Customized Site(s). SportsLine will facilitate periodic reviews of the Customized Site(s) by AOL in order to evaluate the security risks of such site. SportsLine will promptly remedy any security risks or breaches of security as may be identified by AOL's Operations Security team.
6. Technical Performance.
  - i. SportsLine will design the Customized Site(s) to support the most recent two (2) Windows version of the Microsoft Internet Explorer browser as well as any browser that represents more than two percent (2%) of aggregate Customized Site(s) traffic. In addition, AOL and SportsLine shall work together with the goal of preventing any caching by AOL's proxy servers (where applicable, including preventing caching of any banner advertisements served for the Customized Site(s)). To the extent the Customized Site(s) do not support older AOL browsers, SportsLine shall have the option of (A) using SportsLine's ad serving technology and the information contained in "<http://webmaster.info.aol.com>", to restrict an AOL Members's access to incompatible features on the Customized Site(s) and serve a mutually agreed upon promotional message to such users, or (B) add alternative features which may be chosen by a user depending on the type of operating system and/or browser a user employs.
  - ii. To the extent SportsLine creates customized pages on the Customized Site(s) for AOL Members or restricts access to advertising by AOL Members, SportsLine will configure the server from which it serves the site to examine the HTTP User-Agent field in order to identify the "AOL Member-Agents" listed at: "<http://webmaster.info.aol.com>."

iii. SportsLine will periodically review the technical information made available by AOL at <http://webmaster.info.aol.com>.

iv. SportsLine will design its site to support HTTP 1.0 or later protocol as defined in RFC 1945 (available at "<http://ds.internic.net/rfc/rfc1945.txt>").

v. Prior to releasing material, new functionality or features through the Customized Site(s) ("*New Functionality*"), ICP will use commercially reasonable efforts to test the New Functionality to confirm its compatibility with AOL Service client software. With respect to any major implementation of significant new technology, SportsLine will provide AOL with written notice of the new technology so that AOL can perform tests of the new technology to confirm its compatibility with the AOL Service client software.

vi. AOL may notify SportsLine of any problems with respect to New Functionality or new technology on the Customized Site(s), and SportsLine will work in good faith to resolve such problems. AOL will be entitled to require reasonable changes to the Content (including, without limitation, the features or functionality) within any pages of the Customized Site(s) linked to from the AOL Properties to the extent such Content will materially and adversely affect any operational aspect of the AOL Network. If SportsLine is unable to adequately resolve such problems, SportsLine shall have the option of (A) using SportsLine's ad serving technology to restrict an AOL Member's access to such Content and serve a mutually agreed upon promotional message to such users, or (B) add alternative features which may be chosen by a user depending on the type of operating system a user employs. If SportsLine does not restrict access to such Content or add applicable alternative features, AOL shall have the right to terminate the link to such Content from the AOL Properties.

7. AOL Internet Services Partner Support. AOL will provide SportsLine with access to the highest level of online resources, standards and guidelines documentation, technical phone support, monitoring and after-hours assistance that AOL makes generally available to AOL's web-based partners. AOL support will not, in any case, be involved with Content creation on behalf of SportsLine or support for any technologies, databases, software or other applications which are not supported by AOL or are related to any SportsLine area other than the Customized Site(s). Support to be provided by AOL is contingent on SportsLine providing to AOL demo account information (where applicable), a detailed description of the Customized Site(s)'s software, hardware and network architecture and access to the Customized Site(s) for purposes of such performance and load testing as AOL elects to conduct.

Attachment 2  
Online Terms

**License.** SportsLine hereby grants AOL a worldwide license to use, distribute, reproduce, display, adapt, perform, translate, sublicense and promote the Customized Site, the Customized Programming and the Licensed Content (or any portion thereof) through the AOL Network as AOL may determine in its sole discretion. As used in this paragraph, "sublicense" shall mean to grant a sublicense (i) of any of the rights granted to AOL by SportsLine hereunder to AOL Affiliates, and (ii) to AOL Members to use the Licensed Content in accordance with the applicable AOL Member end user license agreements.

**AOL Network Distribution.** The distribution, placements and/or promotions described in this Agreement or otherwise provided to NFLE by AOL shall be used solely for NFLE's own benefit, will promote solely the Licensed Content within the Customized Site or Customized Programming expressly described on Exhibit A and will not be resold, traded, exchanged, bartered, brokered or otherwise offered or transferred to any third party or contain any branding other than NFL (and the NFL Member Clubs) and SportsLine branding, except such branding as may be contained in Incidental Signage. Further, the Content of all such distribution, placements and promotions shall be subject to AOL's policies relating to advertising and promotion, including without limitation, AOL's exclusive or preferential relationships.

**AOL Look and Feel.** The Parties acknowledge and agree that AOL will own all right, title and interest in and to the (a) AOL Look and Feel, subject to (i) NFLE's ownership rights in the NFLE Look and Feel, and (ii) NFLE's and SportsLine's ownership rights in any NFL or SportsLine trademarks or copyrighted material, respectively, within the Customized Site, and (b) advertising and promotional spaces within the AOL Network including, without limitation, the AOL Frames.

**Management of Customized Site.** Each of NFLE, in respect of the NFL Content, and SportsLine, in respect of all Licensed Content (other than the NFL Content or any Content constituting AOL Intellectual Property), covenants and agrees to shall use their respective commercially reasonable efforts, upon written notice of such terms and policies from AOL and a reasonable opportunity to comply, to ensure that the Customized Sites, Promo Content, Customized Programming and other Licensed Content complies with (i) the applicable Terms of Service for the applicable AOL Property on which such Licensed Content will appear, and (ii) all other generally applicable written policies of AOL and any applicable AOL Property on which such Licensed Content will appear; provided that, violations of such policies of which a Party does not have actual notice shall not constitute a breach of this provision so long as such Party complies with such policies upon written or actual notice thereof and a reasonable opportunity to comply. For the avoidance of doubt, such obligation shall be in addition to the obligations herein and in the Agreement to which this Exhibit is attached to comply with these AOL Carriage Terms and the AOL Terms of Service. In furtherance of the foregoing, in consultation with NFLE and SportsLine, AOL shall be entitled to require reasonable changes to the Content (including, without limitation, the features or functionality) within the Promo Content, Customized Programming and any linked pages of the Customized Site to the extent such Content will, in AOL's good faith judgment, materially adversely affect any operational aspect of the AOL Network. Except as specifically provided for herein or in the Agreement to which this Exhibit is attached, AOL shall have no obligations of any kind with respect to the Promo Content, Customized Site, Customized Programming or Licensed Content.

**Kids and Teens Policies.** At all times, SportsLine shall ensure that all Content on the Customized Site complies with the applicable AOL Property's then-standard generally applicable policies regarding "child designated content and the Children's Online Privacy Protection Act ("COPPA"). As used herein, "child designated content" means Content that is designed for: (i) Kids (children 12 and under), (ii) Young Teens (children ages 13-15), (iii) Mature Teens (children ages 16-17), and (iv) any combination of Kids, Young Teens, and Mature Teens. NFLE with respect to the NFL Content and SportsLine with respect to the SportsLine Content shall ensure that all child designated content (including all advertising in child designated content areas) distributed on or through the Promo Content, Customized Programming, Promotional Materials or Licensed Content complies with any relevant written generally applicable AOL policy (Kids, Young Teens, Mature Teens) that is provided in writing to NFLE or SportsLine, including any obligations that such child designated content be marked or tagged so that it may operate properly in connection with viewing restriction functionality provided to AOL Members. Without limiting the

generality of the foregoing or any other provision of this Agreement, NFLE and SportsLine shall notify AOL in writing whenever either intends to distribute child designated content for these age groups on or through the Promo Content, Customized Programming, Promotional Materials or Licensed Content to ensure proper age restriction categorization.

**Accounts.** To the extent AOL has granted NFLE and/or SportsLine any accounts on the AOL Service, each will be responsible for the actions taken under or through its accounts, which actions are subject to AOL's applicable Terms of Service and for any surcharges, including, without limitation, all premium charges, transaction charges, and any applicable communication surcharges incurred by any account issued to NFLE, but NFLE will not be liable for charges incurred by any account relating to AOL's standard monthly usage fees and standard hourly charges, which charges AOL will bear. Upon the termination of this Agreement, all accounts, related screen names and any associated usage credits or similar rights, will automatically terminate. AOL will have no liability for loss of any data or content related to the proper termination of any such account.

**Navigation.** AOL will be entitled to establish navigational icons, links and pointers from the AOL Network to the Customized Site (or pages of the Customized Site). Additionally, in cases where an AOL Member performs a search for the NFL or NFL.com through any search or navigational tool or mechanism that is accessible or available through the AOL Network (i.e., Placements, promotions, Keyword Search Terms, navigation bars or any other promotions or navigational tools), subject to the paragraph herein entitled "Navigational Tools," AOL shall direct such AOL Member to the applicable Customized Site, or applicable Generally Available Site as determined by AOL in its reasonable discretion. In furtherance of the foregoing and for the avoidance of doubt, if a user types the URL of an NFL Site, or any page therein, in the form of www. .com, AOL shall direct such user to the applicable Customized Site, or to the applicable Generally Available Site, as Site determined by AOL in its reasonable discretion.

**Navigational Tools.** Any Keyword Search Terms to be directed to the Customized Site in the manner specified below shall be (i) subject to availability for use by NFLE and (ii) limited to the combination of the Keyword™ or "Go word" search modifier combined with a registered trademark of NFLE (e.g., AOL Keyword:NFL). AOL reserves the right to revoke at any time NFLE's use of any Keyword Search Terms which do not incorporate registered trademarks of NFLE; provided that, to the extent AOL provides non-generic keywords to NFL that incorporate NFLE's unregistered trademarks which uniquely describe NFLE's Content, products or services, AOL shall not revoke NFLE's use of such keyword pursuant to this sentence unless a third party presents a colorable claim that such mark infringes such third party's intellectual property rights. NFLE acknowledges that its utilization of a Keyword Search Term will not create in it, nor will it represent it has, any right, title or interest in or to such Keyword Search Term as such (but without derogating any of NFL's rights in its own trademarks, logos, designs and service marks), other than the right, title and interest NFLE holds in NFLE's trademarks, logos, designs and service marks independent of the Keyword Search Term. Without limiting the generality of the foregoing, NFLE will not: (a) attempt to register or otherwise obtain trademark or copyright protection in the Keyword Search Term as such; or (b) use the Keyword Search Term, except for the purposes expressly required or permitted under this Agreement. To the extent AOL allows AOL Members to "bookmark" the URL or other locator for the Customized Site, such bookmarks will be subject to AOL's control at all times. Upon the termination of this Agreement, NFLE's rights to any Keyword Search Terms and bookmarking will terminate. AOL Keyword: NFL shall be directed as follows: (a) to an AOL sports screen from the Effective Date until the completion of site and content preparation for the customized version of NFL.com, (b) thereafter, for a period of thirty (30) days, to a Rainman "Referee" screen (in substantially the form of Attachment 5 to these AOL Carriage Terms) that contains two links, one being a link to the customized version of NFL.com, and the other link being other football-related content on the AOL Network, and (c) after such thirty (30) day period, to the customized version of NFL.com. AOL Keyword: NFL.com shall be directed, upon the completion of site content and preparation for the customized version of NFL.com, to the customized version of NFL.com

**Changes to AOL Properties.** AOL reserves the right to redesign or modify the organization, structure, "look and feel," navigation and other elements of the AOL Network at any time, including without limitation, by adding or deleting channels, subchannels and/or screens and/or by outsourcing to a third party the programming responsibility for any channel, subchannel, screen or portion thereof. If such redesign or modification substantially modifies the nature of the distribution provided under this Agreement in a material adverse fashion, or if AOL is otherwise

unable to deliver any particular Placement, AOL will work with NFLE in good faith to provide NFLE, as its sole remedy, with comparable distribution. Nothing contained in this paragraph shall obviate AOL's obligations pursuant to Section 18 and 19 of the Agreement.

**Compliance.** In the event the Customized Programming, Customized Site or Licensed Content materially fails to comply with any material term of this Exhibit, or if NFLE or SportsLine fails to comply in any material way with any material term of the Agreement, AOL will have the immediate right (in addition to any other remedies available to AOL hereunder) to decrease the carriage, promotional and impressions commitment it provides hereunder and/or to decrease or cease any of its online distribution obligations until such time as such non-compliance is corrected. AOL shall use commercially reasonable efforts to give NFLE and SportsLine informal notice of such non-compliance (e.g., by phone, email) prior to decreasing or ceasing any contractual obligation of AOL pursuant to this section and AOL shall, in any event, give NFLE and SportsLine notice of any such actions promptly after the fact. If such non-compliance is not cured after five business days notice, AOL will be relieved of the proportionate amount of any carriage, promotional and impressions commitments made by AOL hereunder corresponding to such decrease in carriage and promotion and any revenue thresholds shall be adjusted accordingly during the pendency of such non-compliance. For the avoidance of doubt, unless AOL terminates its participation in the Agreement to which this Exhibit is attached (as permitted in such Agreement), AOL shall resume performance of its obligations upon correction of such non-compliance. Nothing contained herein shall limit any remedies of the Other Parties against the defaulting Party for breach of Agreement or the breach of the obligations leading to AOL's exercise of the rights set forth in this paragraph.

Attachment 3  
Commerce Terms

Subject to (i) the terms of Section 12 of this Agreement and (ii) the obligations of NFLE in Section 12.2 to cause the Venator Agreement to comply with these Carriage Terms, all merchandising permitted hereunder shall be conducted through <http://www.nflshop.com> ("NFL Shop"). NFLE shall have the right to offer and sell only NFL-branded sports merchandise, professional football-related products and sports apparel in the NFL Shop, subject to the then-current requirements of AOL's merchant certification program as set forth at AOL Keyword: Merchants under the "Anchor and Gold Tenants" section; provided that such Products are not in a Restricted Category. All Placements provided to NFLE for commerce promotions (other than, for the avoidance of doubt, any promotions appearing on the NFL Sites) shall link to the NFL shop and promote only football-related merchandise or sports apparel in categories that do not violate AOL's exclusive or premier categories (as notified in writing to NFLE by AOL).

NFLE (or its online merchandise vendor and/or fulfillment partner, as the case may be, pursuant to Section 12 of the Agreement) shall have sole responsibility for customer service (including, without limitation, order processing, billing, shipping, etc.) and AOL shall have no responsibility with respect thereto. NFLE shall comply with all applicable requirements of any international, federal, state or local consumer protection or disclosure law. NFLE (or its online merchandise vendor and/or fulfillment partner, as the case may be, pursuant to Section 12 of the Agreement) will collect and pay and indemnify and hold AOL harmless from, any sales, use, excise, import or export, value added or similar tax or duty arising from or related to the Licensed Content or any merchandising on the Customized Site, including any penalties and interest, as well as any costs associated with the collection or withholding thereof, including attorneys fees.

NFLE will take all reasonable steps necessary to conform its promotion and sale of Products through the Customized Site to the then-existing technologies identified by AOL which are optimized for the AOL Service. Specifically, NFLE shall use best efforts during the 2001-2002 NFL Season to cause, and shall thereafter during the Term require its online merchandise vendor and/or fulfillment partner to (a) participate in AOL Quick Checkout and ensure that AOL Quick Checkout is of equal or greater placement and promotional prominence to other available payment options; and (b) to participate in AOL's customer loyalty program ("AOL AAdvantage") and ensure that AOL AAdvantage is of equal or greater placement and promotional prominence to other available customer loyalty programs.

NFLE (or its online merchandise vendor and/or fulfillment partner, as the case may be, pursuant to Section 12 of the Agreement) shall provide AOL in an automated manner with a periodic report detailing AOL User activity on the Customized Site during such period, or such reports as NFLE's online merchandise vendor and/or fulfillment partner customarily provides NFLE (the "Sales Reports"). AOL shall be entitled to use the Sales Reports in its business operations and to disclose information derived from the Sales Reports in an aggregate form (i.e., combined with other AOL sales information in a manner that prevents individual identification of NFLE's sales information). In addition, each payment to be made by NFLE pursuant to this Attachment 3 will be accompanied by a report containing information which supports the payment.

NFLE acknowledges that, subject to the terms of Section 12 of the Agreement to which this Exhibit is attached, AOL shall have the right to display a "tool bar" or other frame or navigational mechanism (a "Tool Bar") above or around the Customized Site (e.g., a "Shop @" toolbar which may include links or access to product reviews merchant ratings, certified merchant accreditation, shopping comparison tools, and/or any other shopping components designated by AOL in consultation with NFLE). The Tool Bar shall be substantially similar to the Tool Bar displayed in relation to interactive sites of other similarly situated marketing partners of AOL.

ATTACHMENT 4

AOL CONFIDENTIAL

America Online, Inc.

ADVERTISING AND TRANSACTIONS  
STANDARDS

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## **ADVERTISING BY COMPETITORS**

America Online will not accept advertising from competitors, including other commercial online services, search engines, ISPs and other electronic content aggregators or for any other product or service which, in America Online's sole discretion, could have a negative, material impact on its membership or on the number of impressions within a particular area online. Additionally, America Online reserves the right to reject any other advertisements on the basis of concerns about competition.

## **ADOPTION**

America Online, Inc. does not accept any advertising for adoption services including, but not limited to, advertising by agencies and other organizations, attorneys or physicians.

## **AFFINITY PROGRAMS**

Affinity programs seek to encourage consumer loyalty by rewarding frequent purchase with premiums such as free merchandise. Often, actual purchases are rewarded with "points" that can then be redeemed by the consumer for merchandise. The terms of such programs must not be deceptive; if you create a program and then change it midstream, the program itself may become a deceptive trade practice in derogation of many federal and state laws.

## **ALCOHOLIC BEVERAGES**

Hard liquor (distilled spirits), beer and wine advertising must comply with federal, state, and local laws and regulations, as well as applicable AOL guidelines on AOL proprietary space and on linked web sites. Hard liquor, beer and wine advertising is acceptable only in specific areas noted on the Alcohol Advertising Buy List. These areas have 70% of their traffic over the age of 25, or 75% of the traffic over the age of 21, as noted by an industry-accepted source of metrics (e.g. Media Metrix) and are an appropriate context for alcohol advertising. College sites or college sports (e.g. NCAA) sites are not eligible for alcohol advertising.

Hard liquor advertising must, at a minimum, comply with the Code of Good Practices, adopted by the Distilled Spirits Council of the United States (DISCUS). Beer advertising must, at a minimum, comply with the Beer Institute's Advertising and Marketing Code. Wine advertising must, at a minimum, comply with the Wine Institute's Code of Advertising Standards. Where required by law, advertiser must disclose in the ad the name and city of the brewer, producer, packer, wholesaler, or importer responsible for its transmission.

If alcohol advertising leads to an area where alcohol can be purchased, advertiser/merchant must provide AOL with a statement from legal counsel indicating that the advertisement and merchant area comply with all applicable federal, state and international laws and regulations and that all required disclaimers have been made clearly and prominently. Additionally, advertiser/merchant must verify in writing to AOL Legal that it has both an age verification mechanism to ensure compliance with applicable age limitation regulations and a shipping verification mechanism to ensure compliance with any state restrictions that prohibit or limit the shipping of alcoholic beverages into the state and disclose the existence of such mechanisms clearly and prominently on the online order form itself. AOL reserves the right, in its discretion, to take steps to assure that the age and shipping verification mechanisms are effective.

## **CHILDREN'S & TEEN'S ADVERTISING**

Advertising directed to children aged 6-12 anywhere on the service must comply with the Kids Policies (available upon request).

Advertising directed to teens aged 13-18 anywhere on the service must comply with the Teens Policies (available upon request).

AOL developed the Kids Policies & the Teens Policies to ensure a uniform set of standards and practices throughout all programming and advertising areas directed to children 12 and under, and to teens 13-15, respectively, on our services. AOL reserves the right to modify these Policies as necessary.

Additionally, AOL expects all partners and advertisers to abide by The Children's Online Protection Act of 1998 ("COPPA"). More information about COPPA can be found at: <http://www.ftc.gov/bcp/online/pubs/buspubs/coppa.htm>.

### **FAILURE TO COMPLY WITH THESE POLICIES MAY RESULT IN TERMINATION OF THE PARTNER'S AGREEMENT WITH AOL PURSUANT TO THE TERMS OF THAT AGREEMENT.**

The Policies can be located at Keyword: Partners Plaza.

## **COMMUNITY SENSIBILITIES**

America Online will accept no advertising that misrepresents, ridicules, or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation, or handicaps, or otherwise violates AOL's Terms of Service.

Advertising which promotes or accepts violence, crime, or obscenity is unacceptable, as may be advertising which promotes or accepts other forms of anti-social behavior or is otherwise not in good taste in the opinion of America Online. Questions as to whether or not an advertisement is acceptable should be referred to Vice President Marketing and Operations or Director of Operations.

## **COMPARATIVE ADVERTISING**

Comparative advertising may not distort or exaggerate differences between competitive products or services or otherwise create a false, deceptive, or misleading impression. Truthful and fair comparative advertising can provide consumers with useful information and aid them in making a rational choice between competitive products or services.

## **CONFLICT WITH AOL'S BUSINESS OBJECTIVES**

AOL reserves the right to reject any advertisement, including those that are inconsistent with AOL's business objectives.

Prior to comparing an advertisement against these standards, the sales rep needs to confirm that the subject of the proposed advertisement, within the specified categories listed below, does not interfere with any advertising exclusivities or other existing or planned relationships that AOL may have with other advertisers. The sales rep should confirm with Vice President, Marketing and Operations, or Director of Operations, as to whether any

conflicts exists and if so, send out the rejection letter drafted below. The Director will consult with AOL Legal and Network Business Affairs on these conflicts as necessary. (See also Advertising by Competitors.)

### **CONTESTS**

A skill contest may be promoted on AOL if the contest does not constitute a lottery and otherwise complies with all applicable federal and state laws. Such programs include trivia contests, word games, spelling bees, essay contests, and photography contests. A lottery consists of three elements: (1) consideration, (2) chance, and (3) prize. To the extent that no prize is awarded or a free offline method of entry is available, a Sponsor can generally conduct a legal skill contest without running afoul of lottery laws. However, if there is no free offline method of entry and prizes are awarded, the element of chance must be eliminated. In most jurisdictions, if the element of chance is eliminated, a Sponsor can conduct a legal skill contest even if consideration is required to enter. (See Section C below.) Advertisements for online contests must clearly and conspicuously disclose the material terms and conditions of participating and must not be false, deceptive or misleading. See also: Sweepstakes; Lotteries

### **CONTRACEPTIVE PRODUCTS**

The advertisement of contraceptive products is generally acceptable, however they are all subject to review by AOL.

### **CONTROVERSIAL ISSUES**

America Online does sell advertising that discusses controversial issues, but requires advertisers to stay within the bounds of good taste. Acceptance of these advertisements are subject to (a) substantiation requirements, and (b) placement limitations, given the context of the advertisement.

### **COUPONS**

Much like sweepstakes rules, coupon copy is really a "contract", and is governed by the principles of general trade practices law. For example, a "free" coupon must comply with the laws regulating the use of the word "free" (The material terms and conditions must be disclosed in close conjunction with the word free. There may also be state and local type size requirements depending on the geographic scope of the offer.) Similarly, the terms of the offer, especially any price limitations, must be clearly and conspicuously disclosed.

### **DIRECT RESPONSE**

America Online accepts most direct response (mail order) advertising. Mail order advertising must conform to all applicable legal and regulatory guidelines, including the Federal Trade Commission Mail Order Rule.

### **ENDORSEMENTS**

Endorsements must reflect the honest opinions, beliefs, findings, or experience of the endorser who may be an actual consumer (including a celebrity), an expert, or an organization. Endorsements may not contain any claims which could not be substantiated if made directly by the advertiser.

All endorsements must comply with these America Online Guidelines and AOL's Terms of Service. AOL will not endorse a product unless the merchant is a Certified Merchant.

## **FINANCIAL ADVERTISING**

Advertising of banking services, brokerage services, stocks and bonds, real estate, and other investments is acceptable, provided that all relevant material restrictions, risk factors and qualifications are disclosed, and that the advertising conforms with applicable law. Whenever the advertising includes any prediction of potential investment results, risk factors must be disclosed.

## **FIREARMS, AMMUNITION & FIREWORKS**

Advertising of firearms and ammunition is limited to antique and collectible firearms and ammunition, provided they are not operable. All advertising of firearms is subject to Integrity Assurance Standards & Policy review. No firearms advertisements will be permitted in Kids areas or Teen areas. Integrity Assurance Standards & Policies reserves the right to specify pictorial limitations on antique and collectible firearm advertisements and placements (will allow brand logo but not image of someone shooting the gun).

## **FOOD**

### *Nutrition*

Advertising may not overstate the nutritional value of foods. Use of words such as "wholesome," "nutritious", or "healthy" may not be used to exaggerate or distort food value.

Certain limitations may apply in the Kids Only channel. Such advertisements must be reviewed by the Vice President, Marketing and Operations or Director of Operations.

## **"FREE", USE OF**

The word "free" is recognized as a strong inducement in advertising copy. An offer may be described as "free," provided that all conditions for obtaining the "free" product or service are clearly and conspicuously disclosed.

## **FUNCTIONALITY "LOOK & FEEL"**

Advertisements may not mislead viewers into thinking that the advertisement is AOL content or functionality rather than an advertisement. This standard is similar in concept to standards prohibiting issue advertisements, infomercials or infotements from being presented such that the viewer or reader believes that the content is news, rather than advertising.

## **GAMBLING: Note: Currently Under Review/Revision**

Advertising of private or governmental organizations which conduct legalized betting on horse racing (whether at the track or in off-track betting places) or other sporting events is acceptable, provided such advertising does not unduly exhort the public to bet. (See also Lotteries.)

Although advertising for casino gambling is not acceptable, it is permissible to accept advertising for organizations which operate legal gambling casinos as long as the advertising does not depict the organization's gaming room or simulate or promote its particular gambling activities (e.g., its current slot machine jackpot grand prize). An organization which has the word "casino" in its name may use its full name in its advertising.

## **GEOGRAPHIC LIMITATIONS**

If an advertisement offers a product, service or promotion which has limited geographic availability, that fact must be stated with specificity in the ad.

## **GOVERNMENT ACTION**

The actions of a federal, state, or local government agency or court may affect the question of whether or not advertising claims made on behalf of a particular product or service are acceptable. In some cases, such as advertising which includes credit terms, there are rules which apply to all such advertising. In other cases, the government action involved may relate to specific advertising.

## **GUARANTEES OR WARRANTIES**

Reference to guarantees, warranties, or similar terms in advertising copy must comply with all applicable laws and governmental rules and regulations, particularly with the Magnuson-Moss Warranty Act and the rules promulgated thereunder by the Federal Trade Commission.

Advertisers should generally disclose whether an advertised warranty is "full" or "limited," its duration, and any major limitations of the warranty, such as parts excluded or costs or responsibilities the customer must undertake. Disclosure should also be made that the rest of the warranty can be seen at the store, or "See dealer for details," or the like.

## **"HEAD SHOPS" – DRUG RELATED PARAPHERNALIA**

America Online does not accept advertising for "Head Shops" or other establishments whose activity concentrates on drug-related paraphernalia. America Online also does not accept advertisement for drug related paraphernalia such as rolling paper and specialty smoking pipes. (See also Tobacco Products.)

## **HYPNOTISM**

Advertising for clinical hypnosis services is acceptable.

Advertising which includes realistic hypnosis or hypnotic techniques by act or demonstration is unacceptable in any context.

## **ILLEGAL ACTIVITIES**

Advertising promoting, about or endorsing activities or products that are illegal in the United States, are prohibited.

## **LINKED SITES**

AOL reserves the right to discontinue a link from its Service to any advertiser's site if in AOL's sole discretion it believes the site is not in compliance with these Standards and Guidelines or AOL's business objectives. Generally, AOL adopts a "one click away" policy when determining a web site's compliance. AOL will make commercially reasonable efforts to notify the advertiser in advance of any link discontinuation.

**LOTTERIES Note: Currently Under Review/Revision**

A "lottery" is defined as a promotion in which all of elements of consideration, chance, and prize are present.

AOL currently allows advertisements for official state-run lotteries, assuming specific criteria have been met.

**MASSAGE PARLORS**

Advertising for massage parlors and health spas are generally acceptable.

**MEDICAL PRODUCT ADVERTISING Note: Currently Under Review/Revision**

Advertising for Over the Counter (OTC) drugs, natural remedies and medical devices is generally acceptable and should provide factual information about such products, avoid overstatements of their capabilities, and advise consumers to read and follow label directions. America Online will not accept advertising for OTC drugs in areas designed for kids and/or teens only.

America Online will not accept for advertising a product which fails to comply with applicable governmental regulations.

(See also Prescription Drugs.)

**MOTION PICTURE, MOTION PICTURE VIDEOS, THEATRICAL, EVENT ADVERTISING**

America Online will accept motion picture, motion picture videos, theatrical and event advertising that comply with its guidelines.

**"NEW," USE OF**

Use of the term "New" is limited to no more than six months from the time a product achieves substantial distribution in the relevant market. A "new" product must be "new" in some significant sense, and the term should not be applied to an existing product. If the claim is limited to a particular feature or attribute, the advertisement should clearly disclose any such limitation.

Terms such as "introducing," "now" and the like are generally limited to no more than one year from when substantial distribution is achieved in the relevant market.

**"900" NUMBER AND OTHER PAY-PER-CALL SERVICES**

Because of widespread abuses, the use of "900" numbers (and other telephone exchanges) for pay per-call services is regulated both on the federal and state levels. America Online will consider 900 number and pay per-call advertising on case-by-case basis. However, no such advertisements will be permitted in Kids-Only and teen areas of America Online. In those instances when such advertising from third parties is considered acceptable, advertisers for pay-per-call services are required to certify in writing that they have complied with all federal, state and local laws and regulations that apply both to the advertising and promotion of their services and to the services themselves. America Online reserves the right to require the advertisers to submit telephone messages for review prior to acceptance of the advertising. Telephone messages must contain a preamble that complies with federal law.

## **PERSONAL PRODUCTS**

Personal products should be presented with a special degree of care and sensitivity. Strict standards of taste apply, and no personal product advertisements will be permitted in kids-only areas. Advertisements for personal products will be considered on a case-by-case basis and America Online will consider area and subscriber composition when scheduling personal product advertising.

## **PET FOOD**

Advertising for pet food must accurately disclose the product's composition, form, suitability, quality, identity, origin and nutritional properties so that consumers may make responsible decisions.

## **PHONE SEX**

(See 900 Number & Other Pay-Per-Call Services)

## **PHOTOGRAPHS**

(See Privacy and Publicity Rights)

## **POLITICAL ADVERTISING**

## **INTRODUCTION**

### **I. GENERAL**

All material transmitted over America Online facilities must conform to governmental laws and regulations and to AOL's Advertising and Transactions Guidelines. Any AOL partner that advertises either products or services of its own or of a third party (each a "Partner") that fall within any of the categories below, must consult with their AOL contact to ensure compliance with AOL's Advertising and Transactions Guidelines.

AOL's Guidelines apply to all Partner content found within any AOL, Inc. product or service (such as the America Online brand service, Digital Cities services, AOL Instant Messenger and AOL.com), including the content on pages of World Wide Web sites directly linked (i.e., within "one click") to Partner content or promotions appearing within the applicable AOL product or service.

It is the policy of America Online to present advertising to its members which is truthful and tasteful, and not misleading or deceptive. This policy applies to all advertising and is mandated by not only state and federal laws and regulations, but also a sense of good corporate citizenship. While AOL requires its Partners to comply with these guidelines, in all cases, the content of the advertisements is the Partners responsibility, and by placing or distributing the advertisements, the Partner assumes all liability for and arising from the advertisement.

## **2. POLITICAL ADVERTISING**

America Online will present political advertising opportunities consistent with America Online's aims to provide its members with a positive online experience and to improve the overall quality of political discourse, and are offered in the sole discretion of AOL.

In particular, these advertising opportunities shall be consistent with AOL's goals of increasing political participation and encouraging open debate. These advertising opportunities are intended to work in tandem with America Online's political news programming's objectives of improving its members' opportunities to learn about candidates for public office and issues of public concern.

In addition, America Online will encourage members, candidates for public office and advocacy groups to take full advantage of the new medium, especially the ability to facilitate communication between political advertisers and AOL members as well as among AOL members themselves. As an interactive medium, AOL can strengthen interest and participation in democracy.

### **STANDARDS**

#### **1. POLITICAL ADVERTISING OPPORTUNITIES**

America Online will make advertising opportunities available to persons or groups supporting and opposing candidates for public office, initiatives, referenda, legislation, governmental action and issues of public concern (collectively, "political advertisers") on its service.

AOL reserves the right to accept or reject any political advertisement in accordance with the terms of these Political Advertising Guidelines, the provisions and guidance contained in The Advertising and Transaction Standards and Guidelines applicable to all advertising on AOL and the provisions found in the Insertion Order.

In determining whether to accept advertising, AOL may consider whether the content or placement has the potential of causing confusion, deception, or production difficulties or is incompatible with AOL's community standards or its Insertion Order provisions.

#### **2. TERMS OF SALE**

- a. **Pricing.** AOL shall sell advertising to candidates for political office at a rate that is not less than the rate it charges commercial advertisers on a routine basis.
- b. **Minimum Purchase Requirements.** AOL may require political advertisers or particular categories of political advertisers to purchase a minimum amount of advertising.
- c. **Reservation of Space and Payment.** Sponsors of political advertising may reserve advertising opportunities prior to submitting any ad. Sponsors of political advertising shall be required to pre-pay all advertising orders.



- d. **Indemnification Agreement.** All purchasers of political advertising shall execute an agreement agreeing to indemnify and hold harmless AOL from any damages or liability, including reasonable attorney's fees, that may ensue from the advertisement.
- e. **Records and Disclosure.** AOL shall keep copies of all political advertisements for one year as a safety factor in the event of a complaint or controversy. AOL shall make the substance of political advertisements available upon request.

### 3. NON-DISCRIMINATION AND FAIRNESS

AOL will make political advertising opportunities, including fee structures, ad placements, and payment terms, available on a space available, non-discriminatory basis.

### 4. PRIVACY

AOL's privacy policies apply to political advertisers.

#### Insertion Order Addendum Political Advertisers

In order to induce America Online, Inc. to consider placing an advertisement of a political nature on its service, (Advertiser) agrees to the additional terms and conditions that supplement AOL's Standard Insertion Order:

1. Advertiser recognizes and agrees that AOL reserves the right to accept or reject any political advertisement in accordance with the terms of its Political Advertising Guidelines as well as the provisions and guidance contained in The Advertising and Transaction Standards and Guidelines applicable to all advertising on AOL.
2. Advertiser recognizes and agrees that AOL may permit political advertising on its service, except where its content or placement will or has the potential of causing confusion, deception, or production difficulties or is incompatible with AOL's community standards.
3. Advertiser warrants that any political advertisement that it places on AOL's service complies with all applicable federal and state laws and regulations, including, but not limited to those, relating to solicitation of financial contributions and advertising disclosures.
4. Advertiser agrees that, except where greater disclosure is required by law, all political advertisements shall legibly and consistently contain the phrase "paid advertisement." If an advertisement about a specific candidate is unauthorized by that candidate, the web page linked from the ad banner must be conspicuously marked by the phrase "paid for by" followed by the name of the candidate, group, or individual paying for the advertisement, except where greater disclosure is required by law. A statement stating the name of the committee paying for the material, the committee's chair or executive director, and e-mail address to contact the group must be stated, except where greater disclosure is required by law. The advertisement and the web site or content area to which it is linked shall be conspicuously marked by the phrase "paid for" followed by name of the candidate, group, or individual paying for the advertisement,

except where greater disclosure is required by law, and the e-mail address of the contact for the advertiser. If an advertisement refers to a federal candidate but is unauthorized by a candidate, then it, or the web page or content area linked to it, must contain a statement saying "not authorized by any candidate." Any advertisements by a registered political committee must include all disclaimers and disclosures required by applicable federal or state laws.

5. Advertiser acknowledges and agrees that AOL will not review, edit or verify the content of its advertisement except as outlined in # 1. above. However, AOL may review complaints about a political advertisement, and reserves the right to remove such advertisements in light of such complaints.
6. Advertiser agrees to indemnify and hold AOL, its employees, agents and vendor harmless from any lawsuits, damages or liability, including reasonable attorney's fees, that may ensue or result from the placement of the advertisement on AOL's service.
7. Advertiser agrees to provide AOL with the following accurate information, to be posted by AOL in an on-line area: business address; verifiable telephone number; and name of organization's President or other officer for contact purposes; verifiable e-mail address; and status of the organization (candidate, party, or political committee, charitable or social welfare organization, corporation, union, etc.).

AOL

ADVERTISER

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

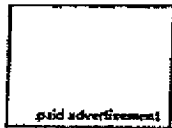
## Paid Political Advertising

### Ad Banner Specifications for America Online

Political advertisements shall be visually distinct from the service areas in which they are placed. The specifications are as follows:

- 1- Political advertisements on AOL shall comply with applicable Federal, state and local disclosure laws and provide information that allows AOL members to know and be aware of the advertisement's sponsor.
- 2- Ad banners 234 x60 or small must contain the phrase "Paid Advertisement" in 8 point Arial font. Ad banners bigger than 234 x60 must contain the phrase "Paid Advertisement" in 10 point Arial font.
- 3- All ad banners must contain a 2 pixel black border. This border is included in the total pixel size of the ad banner. (For example, a 234x60 ad banner that includes a 2 pixel black border, the total usable space for content would be 230x56)
- 4- If an advertisement about a specific candidate is unauthorized by that candidate, the web page linked from the ad banner must be conspicuously marked by the phrase "paid for" followed by the name of the candidate, group, or individual paying for the advertisement, except where greater disclosure is required by law. A statement stating the name of the committee paying for the material, the committee's chair or executive director, and e-mail address to contact the group must be stated, except where greater disclosure is required by law.

### **Ad Banner Samples**



**100x70 Ad Banner**



**120x60 Ad Banner**



**145x30 Ad Banner**



**175x45 Ad Banner**



**234x60 Ad Banner**



**468x60 Ad Banner**

### **PORNOGRAPHY/SEXUALLY ORIENTED MATERIAL/EROTICA**

AOL does not sell advertisements that promote pornography, sexually oriented material, or erotica.

### **PREMIUMS AND OFFERS**

A premium must be of value equal to that stated and may not be unsafe or detrimental in any way to the consumer. America Online reserves the right to reject any advertisement for any such premium.

### **PRESCRIPTION DRUGS: Note: Currently Under Review/Revision**

The advertising of prescription drugs raises a number of important issues, each of which must be carefully weighed in the consideration of each advertising submission. Prescription drug advertising will be reviewed for acceptance on a case-by-case basis in light of the following:

#### *The Doctor-Patient Relationship*

Although an informed consumer is a vital link in the health care chain, ultimately it is the doctor and patient, working together with the rest of the medical community, that promotes good health. All advertising must support this important doctor-patient relationship.

#### *Self-Medication*

Care must be taken to avoid advertising that would prompt people to borrow medications from friends for treatment of the advertised condition or illness, instead of consulting with a physician.

#### *Drug Abuse or Overuse*

While providing useful information to the consumer, advertising for prescription drugs should in no way glamorize the product or otherwise encourage excess drug use.

#### *Appropriateness of Certain Drugs for Advertising*

Certain categories of prescription drugs may raise safety or "benefits/risks" concerns, and might be inappropriate for advertising to consumers. These include psychoactive drugs, such as tranquilizers and antidepressants; certain antibiotics; and products which have been in use less than 2 years. (See also *Controversial Issues*.)

Other drugs, such as prescription birth control products, raise ethical issues which may make them unsuitable for advertising to consumers.

Scheduled products, which include narcotics, are unsuitable for advertising to consumers.

#### *Brief Summary*

In addition to the above concerns, the Food and Drug Administration requires that prescription drug advertising which includes indications for use, dosage recommendations, or otherwise identifies the drug as an effective treatment for a specific disease must carry a "brief summary" of all necessary information related to side effects and contraindications (21 C.F.R. 202.1 (e) (1)). While this information may be difficult for consumers to understand because of the extensive disclosures required by law, an acceptable advertisement must comply with such requirements.

### **PRICE AND VALUE CLAIMS**

Statements of prices and values must be confined to specific facts. Unfair comparisons must not be used, and all comparison advertising must comply with applicable state and federal law.

### **PRIVACY AND PUBLICITY RIGHTS**

The laws of most states prohibit the use of a person's name, likeness or picture for trade or advertising purposes without the written consent of such person.

### **PROFESSIONAL ADVERTISING**

Advertising for the services provided by duly accredited lawyers, doctors and persons in other recognized professional occupations is generally acceptable, provided it does not overstate the efficacy of the service being offered and abides by any industry standards or rules.

### **PUBLIC SYMBOLS**

Document # 35791  
Last Updated: 3/09/01

Heads-of-state, other public officials, religious leaders, and public buildings and/or monuments must be treated with appropriate respect and dignity when mentioned or depicted in advertising.

**RELIGIOUS ORGANIZATIONS: Note: Currently Under Review/Revision**

America Online facilities may sell advertisements to religious organizations to call attention to lectures, meetings, or crusades. These announcements may in no way present religious doctrine, utilize religious music, sell religious publications, or solicit funds. These announcements must be reviewed by the Vice President, Marketing Operations or Director of Operations.

**RESEARCH - SUBSTANTIATION**

Research is required to support a variety of claims ranging from product performance to consumer preference. The purpose of all types of research is to apply objective methodology to a given problem and confirm that results (1) are not likely due to chance, (i.e., they are statistically significant), (2) are consistent with results one could expect from the product as purchased and used by consumers, and (3) are meaningful to consumers (i.e., not merely statistically significant). Any research relied upon by advertisers that does not reflect such results may not be relied upon to support claims.

**RESTAURANTS AND NIGHTCLUBS**

Advertising for restaurants and nightclubs is generally acceptable on America Online, provided it is in compliance with all applicable advertising Standards and Guidelines. (See also Alcoholic Beverages, Community Sensibilities, and Food.)

**SAFETY TERMS**

All advertising that disregards normal safety precautions or that misrepresents safety benefits of a product or service is unacceptable.

Children shall not be represented, except under proper adult supervision, as being in contact with or demonstrating a product recognized as potentially dangerous to them.

Potentially hazardous items may not be advertised in the Kids Only area and are subject to applicable product advertising guidelines.

**SEARCH TERMS Note: Currently Under Review/Revision**

AOL may sell advertising targeted by search terms but only if in compliance with these Policies, AOL's business strategy and taste requirements, and if doing so does not violate another's proprietary rights.

**SOLICITATION OF FUNDS**

Absent special public interest considerations, America Online will not sell advertisements for the solicitation of funds. (See also Financial Advertising)

## **SPONSOR IDENTIFICATION**

Advertising which does not contain proper sponsorship identification is not acceptable.

## **SWEEPSTAKES**

A Sponsor may promote a sweepstakes on AOL if the sweepstakes does not constitute a lottery and otherwise complies with all applicable federal and state laws including, but not limited to, those governing sweepstakes advertising disclosures. A lottery consists of three elements: (1) consideration, (2) chance, and (3) prize. Since a sweepstakes involves two of these elements -- chance and prize, the element of consideration must be eliminated in order to conduct a legal promotion. A sweepstakes Sponsor can eliminate consideration by offering a free method of entry. In addition, advertisements for online sweepstakes must clearly and conspicuously disclose the material terms and conditions of participating and must not be false, deceptive or misleading. (See also; Contests, Lotteries).

## **TRANSACTIONS**

All advertisements that lead to a transactions area must accurately describe and not misrepresent the product that will be shipped. The advertiser/merchant must provide in advance documentation that shows that its fulfillment process complies with applicable state and federal requirements, including the FTC's Mail Order Rule. Additionally, the advertiser/merchant must provide in advance written verification that it has an age verification mechanism if the product is not available to minors, and a shipping verification mechanism if certain geographical shipping limitations exist.

## **TOBACCO – CIGARETTES and SMOKELESS TOBACCO**

Advertising for cigarettes and smokeless tobacco, including those that lead to a transaction is unacceptable.

## **TOBACCO - CIGARS**

Advertising for cigars is unacceptable. Cigar sales are permitted only in the Shop@AOL area where "Gourmet" merchants offer cigars as part of a mix of other gourmet items. Merchants selling only cigars are not permitted in this area.

In any area where cigars can be purchased, the merchant must provide AOL Legal with:

- A statement from their legal counsel indicating that the merchant area complies with all applicable federal, state and international laws and regulations and that all required disclaimers and disclosures have been made clearly and prominently.
- Written Verification that it has both an:
  - 1) Age verification mechanism to ensure compliance with applicable age limitation regulations.
  - 2) Shipping verification mechanism to ensure compliance with any state restrictions that prohibit or limit the shipping of cigars into the state and disclose the existence of such mechanisms clearly and prominently on the online order form itself. AOL reserves the right, in its discretion, to take steps to assure that the age and shipping verification mechanisms are effective.

## **VITAMINS**

America Online will accept advertisements for vitamins only as food supplements which ensure against vitamin deficiencies. Vitamin advertising may not contain broad health claims, and should be directed to adults.

## **WEB SITES - APPLICABILITY TO**

All advertisements available within any formally linked website area one click away from AOL (website area of a partner, anchor tenant, advertiser, merchandiser, etc.) are subject to these Policies.

## **WEIGHT REDUCTION AND CONTROL**

The advertising of products and services for the reduction, gain and control of weight must comply with established nutritional evidence and medical opinion, as well as America Online Guidelines. America Online will not accept advertising for weight control in areas directed to kids or teens.

## **WOMEN'S SERVICES**

Because women's services advertising poses a range of complex policy considerations, any decision to accept such advertisements should be carefully reviewed by Vice President, Marketing and Operations, and Director of Operations prior to acceptance. (See also Contraceptive Products, Controversial Issues.)

ATTACHMENT 5

RAINMAN "REFEREE" SCREEN

The screenshot shows a web browser window with a search bar at the top containing the text "Keyword: NFL". Below the search bar, the AOL Keyword logo is displayed. Underneath the logo, the text reads "MATCHING DESTINATIONS FOR 'NFL'" followed by "Choose one that matches your interest". There are two radio button options: "NFL.com - The Official Site" and "AOL Sports - Pro Football". To the right of these options is a search box with the text "Still Can't Find It? Search AOL and the Web" and a "Search" button. Below the search box is the text "Browse other keywords". At the bottom of the page, there is a banner for "Shirley D. Williams, Attorney at Law" with the address "10000 E. 15th Ave., Suite 100, Denver, CO 80231".



Internet/Sponsorship/Properties Term Sheet Extension

1. Sponsorship Agreement. The term of the Sponsorship Agreement shall be extended on its current terms through the 2012 League Year. If the CBA is terminated early, the term of the Sponsorship Agreement will be shortened to correspond to the term of the shortened CBA.

2. Internet Agreement. The term of the Internet Agreement shall be extended through the 2012 League Year. If the CBA is terminated early, the term of the Internet Agreement will be shortened to correspond to the shortened term of the CBA. The current terms of the agreement will be extended, except that the minimum annual payments to Players Inc. under the Internet Agreement will increase to the following amounts:

<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
6M	6M	8M	8M	10M	10M	10M

3. NFL Properties Settlement Agreement. The term of the NFL Properties Settlement Agreement shall be extended through the 2012 League Year. If the CBA is terminated early, the term of the NFL Properties Settlement Agreement will be shortened to correspond to the shortened term of the CBA. The current terms of the agreement will be extended, including the \$5 million annual payment to Players Inc.

4. "Use of 'NFL Players.'" (a) Players Inc will have the right for the term of the CBA to use the phrase "NFL Players" in its logo and in its commercial and licensing operations (with no change in the scope of the agreements Players Inc has already made as to non-competition with NFL sponsors); and provided that such uses: (i) are made where the NFL and Players Inc have a community of interest (e.g., common sponsors, licensees or business partners); or (ii) do not otherwise competitively conflict with an NFL sponsorship or other NFL business arrangement.

(b) The following current Players Inc business programs do not conflict with any of the limits in Subparagraph 4(a) above: (i) programs with current NFL sponsors, licensees, or business partners for the same products or services covered by their NFL agreements; and (ii) NFL Players Party (a private players-only event Super Bowl Week), JB Awards\NFL Players Gridiron Gala (annual awards banquet and TV show), NFL Players Week on Wheel of Fortune, Players Inc\NFL and Players annual advertising campaign (similar to annual executions as of 2006).

(c) As to new Players Inc business programs during the term of the CBA as to which the use of the term "NFL Players" is not authorized by subparagraphs (a) or (b) above, Players Inc will share with the NFL, in advance, proposed uses of the phrase "NFL Players," and any disputes as to such proposed uses shall be resolved by the Chairman of Players Inc and the Chief Operating Officer of the NFL (or another person of equal or

higher position designated by the Commissioner). In the absence of an agreed upon resolution by the Chairman of Players Inc and the Chief Operating Officer of the NFL, such proposed uses will not go forward.

(d) Notwithstanding the above, in the event that the NFL is actively considering or enters into a new sponsorship, licensing or business partner category so that a Players Inc program that previously did not competitively conflict with an NFL sponsorship or other NFL business arrangement starts to so conflict, then the authorization to that Players Inc program to use the term "NFL Players" previously granted shall terminate on 30 days' written notice from the NFL, subject to a reasonable sell-off period for any products already using the term "NFL Players" prior to the notification from the NFL.

(c) The parties reserve their respective positions as to the use of the term "NFL Players" after the expiration or termination of the CBA. The terms of this Paragraph 4 may not be referenced in any dispute between the parties concerning any such use after the expiration or termination of the CBA. This Paragraph 4 shall not prejudice any rights either of the parties may have under law or otherwise after the expiration or termination of the CBA.

5. Effective Date. This agreement will be effective as of March 8, 2006.

6. Player Rights. If the Sponsorship/Internet/Properties agreements are not extended beyond 2012 by March 10, 2010, then the NFL shall have the same rights as it would have had under Paragraph 4, OPTION 2 of the Internet/Sponsorship Term Sheet, dated 1/8/02 ("Paragraph 4 Rights"). If the CBA is terminated early by either party, the NFL can exercise Paragraph 4 Rights on the date notice of termination is provided.

Dated: July 28, 2006



Gene Upshaw  
On behalf of Players Inc



Roger Goodell  
On behalf of the NFL

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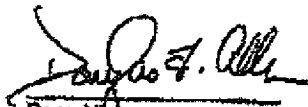
**Internet/Sponsorship/Properties Agreement Modifications**

- 1) No NFL club shall negotiate a provision in an NFL Player Contract that provides player name and image rights that are in conflict with the CBA (including paragraph 4(b) of the Player Contract) and the Sponsorship Agreement. The NFL and Players Inc will, within 60 days, jointly communicate The Players Inc Guidelines to NFL clubs to facilitate utilization by the clubs of NFL player name and image rights in conformance with the Sponsorship Agreement.
- 2) The NFL and Players Inc hereby clarify and confirm past practice with respect to the sponsorship compensation calculation, which has included and shall continue to include deductions for non-sponsorship revenue in accordance with the parties' understanding of such past practice (e.g., NFL media such as NFL Network, third party media such as Super Bowl halftime television spots, and NFL content such as NFL Mobile/Sprint), subject, without limitation, to deductions being limited to fair market value. Players Inc to have audit rights and no separate payment will be required for the use of such content. NFL.com advertising sales (excluding sponsorship or promotional elements) shall be deducted from sponsorship revenue regardless of how it has been treated in the past. Future use of NFL content with technological applications that are not currently commercially viable and/or are substantially different from the use of NFL content in the examples above will be considered on a case by case basis by the parties with respect to deductibility.
- 3) NFL and Players Inc-licensed video game footage shall not be re-purposed in broadcast or other media without prior written approval, not to be unreasonably withheld.
- 4) NFL and Players Inc shall work together to prevent non-sponsor promotions such as McDonald's Pounder of the Week and Wachovia's Uncommon Performance which utilize the parties' respective intellectual property rights.
- 5) Broadcast vignettes shall be limited to two per broadcast partner per season without charge. If more than two are used, a fee will be negotiated not less than the current rate. No particular player shall be disproportionately utilized or identified with any advertiser's product or service in any broadcast vignette or series of vignettes.
- 6) The fair market value, including without limitation, the effect of discounts for barter, volume, value-in-kind and make-good on fair market value, of broadcast media enhancement rights included as part of a sponsorship agreement shall be deductible from the sponsorship calculation.
- 7) Fifty percent of Broadcast Sponsor (sponsors with on-field product exposure during NFL games) gross revenue shall be deducted from the sponsor compensation calculation, subject to the following exceptions:
  - a) 100% of any Gatorade sponsorship shall be included in the sponsor compensation calculation for as long as Gatorade is a broadcast sponsor.

**Interest/Sponsorship/Properties Agreement Modifications**

- b) 100% of any Motorola sponsorship in 2006 shall be included in the sponsor compensation calculation; for any year beyond 2006, the greater of such 2006 Motorola contributions or a 50% share of the sponsorship revenue from Motorola or a replacement sponsor shall be included; and
- c) No deductions may be made for more than three Broadcast Sponsors
- 8) In connection with Fantasy Football games, NFL.com's right to sublicense the NFL player name and image rights and/or to license such rights for promotional use shall be subject to Players Inc's prior written approval, not to be unreasonably withheld.
- 9) Any unused portion of the Active Usage Credit may be carried over to the next year subject to an annual \$1 million cap.
- 10) NFL initiative player marketing is to be applied to Active Usage Credit consistent with past practice including utilization by Players Inc for certain Players Inc initiatives.
- 11) The parties will work in good faith to resolve any dispute as to fair market value of any deductible items from the sponsorship calculation. If an impasse is reached, within thirty days, the parties will submit the matter to non-binding mediation before an industry expert. If the mediation does not resolve the dispute, the expedited arbitration provisions of paragraph 12 of the Sponsorship Agreement shall apply.

Dated: March 7, 2006

  
 Doug Allen  
 On behalf of Players Inc

  
 Gary Gertzog  
 On behalf of the NFL Ventures L.P.

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