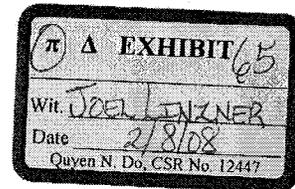


Exhibit Q
to the
Declaration Of Ryan S. Hilbert In Support Of
Plaintiffs' Opposition To Defendants' Renewed
Motion For Judgment As A Matter Of Law



LICENSE AGREEMENT

This Agreement is made and entered into this 31st day of January, 2005, by and between Electronic Arts Inc., a Delaware corporation, with offices at 209 Redwood Shores Drive, Redwood City, CA 94065 and Electronic Arts C.V. ("EACV"), a Netherlands limited partnership, whose address is Suite 203, 2nd Floor, Lauriston House, Lower Collymore Rock, Bridgetown, Barbados (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2004.

1. REPRESENTATIONS.

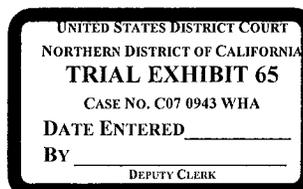
(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to 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.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of video and

EXECUTION



Parrish, et al. v. Players Inc., et al.
EA000107

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

computer football simulation, arcade-style, and manager games for current and successor game platforms developed by Sony, Nintendo, and Microsoft; personal computers and Apple computers; Nokia N-Gage and its cartridge-based successors; arcade units; and personal gaming devices Game Boy, Game Boy Advanced, PlayStation Portable, and Nintendo DS (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). Provided, however, that 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 PLAYERS INC as provided in Section 12 below. For purposes of clarification, the definition of "licensed product(s)" does not include fantasy football games in any form whatsoever including, without limitation, as a single licensed product or as an element of a licensed product.

(B) The rights, licenses and privileges granted by PLAYERS INC 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, or by PLAYERS INC. In the event Licensee is interested in securing an individual player's personal endorsement, Licensee further agrees and acknowledges that such endorsement will require the personal approval of the individual player and approval of PLAYERS INC and a separate payment to PLAYERS INC. Unless the parties expressly agree otherwise, all contact with such player or player's agent shall be made by PLAYERS INC. Licensee further agrees and acknowledges that any player who is committed individually by contract for products or services competitive with those of Licensee may be required to cease from further inclusion in this Agreement, provided, however, that the use of such player for such products and services shall be on an individual basis and shall not be combined with the use of five or more other NFL players.

3. **RETAIL LICENSE ONLY.** The Grant of License set forth in Paragraph 2 of this Agreement applies only to the development, manufacture, publishing, promotion and distribution of licensed product(s) intended for retail sale (including without limitation, sales directly to consumers over the Internet), and shall not permit the use of licensed product(s) as "premium items" to be included with non-licensed product(s), services or events to promote the sale of such non-licensed product(s), services or events; provided, however, that Licensee shall be permitted to promote the sale of licensed product(s), subject to prior written approval by PLAYERS INC and in a manner consistent with the provisions of the Agreement. Any such promotion using the licensed product(s) herein as premium items shall require a separate agreement between PLAYERS INC and Licensee or other sponsor of the promotion, with separate terms and conditions, and nothing contained herein shall obligate either PLAYERS INC or Licensee to enter into such an agreement.

4. **TERRITORY AND DISTRIBUTION.** Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product(s) in the following territory: Worldwide.

5. **TERM.**

(A) The term of this Agreement shall extend from March 1, 2004 to February 28, 2005 (hereinafter referred to as Original License Period) unless terminated in accordance with the provisions hereof.

(B) Licensee acknowledges and agrees that Licensee has and shall have no right to extend or renew this Agreement beyond the term and renewal options, if any, stated herein. No conduct by either Licensor or Licensee (including without limitation, any approvals granted pursuant to Paragraph 12 hereof) shall create, imply or infer a new license agreement or an extension of the stated term and renewal options, if any, of this Agreement, unless same is specifically set forth in a written agreement signed by both Licensor and Licensee. Licensee's agreement that this Agreement is subject to the term and renewal options, if any, stated herein, in all events whatsoever, is a material inducement for Licensor to enter into this Agreement.

6. ROYALTY PAYMENT.

(A) Licensee agrees to pay PLAYERS INC a guaranteed minimum royalty of \$500,000 for its use of the rights licensed hereunder for the Original License Period. Recoupable advances against such guaranteed minimum royalty shall be paid as follows:

(i) For the Original License Period, (A) \$250,000 upon the execution of this Agreement, and (B) \$250,000 on or before September 1, 2004 reduced by such amount, if any, that Licensee has paid PLAYERS INC prior to September 1, 2004 after recoupment of the first \$250,000 payment.

(B) In addition, Licensee agrees to pay PLAYERS INC a recoupable advance of \$25,000 for each License Period (payable March 1) for its use of the rights licensed hereunder solely in connection with arcade units.

(C) Such advances and guaranteed minimum royalty payments shall be made by Licensee as specified herein whether or not Licensee uses the rights licensed hereunder, and no part of such guaranteed minimum royalty payments shall be repayable to Licensee.

(D) (i) Licensee shall also pay to PLAYERS INC (A) an amount equal to Five Percent (5.00%) of the Gross Sales as defined below of the licensed product(s) covered by this agreement for the first 2,000,000 units per Madden title (e.g., "Madden NFL 2005" or other name if Licensee changes the name of its football simulation title); (B) an amount equal to Four and one half Percent (4.50%) of the Gross Sales on units exceeding 2,000,000 per Madden title less the recoupable advance payments specified above for the applicable License Period and an amount equal to five Percent (5%) of any Subscription Revenue as defined below. Notwithstanding the foregoing, Licensee shall pay to PLAYERS INC an amount equal to Four and three quarters Percent (4.75%) of the Gross Sales as defined below for all of Licensee's "Madden" titles prior to "Madden 2005." This Paragraph (D)(i) shall not apply to sales of licensed product(s) in the form of handheld units, arcade units, and Licensee's "NFL Street" title (or its successor(s)).

(ii) With respect to each licensed product(s) for cartridge-based personal gaming devices including Nokia-N-Gage, Game Boy, Game Boy Advanced, and Nintendo DS, Licensee shall also pay to PLAYERS INC an amount equal to Three Percent (3.00%) of the Gross Sales as defined below, less the recoupable advance payments specified above for the applicable License Period.

(iii) With respect to each licensed product(s) for PlayStation Portable, Licensee shall also pay to PLAYERS INC an amount equal to Five Percent (5.00%) of the Gross Sales as defined below, less the recoupable advance payments specified above for the applicable License Period.

(iv) With respect to each licensed product(s) for arcade units, Licensee shall also pay to PLAYERS INC an amount equal to \$25.00 per unit, less the recoupable advance payments specified in 6(B) above for the applicable License Period.

(v) With respect to each licensed product titled "NFL Street" (or the same or substantially similar products if Licensee changes the title of its "NFL Street" product line) or a potential "Manager" title, Licensee shall pay to PLAYERS INC an amount equal to Five Percent (5.00%) of the Gross Sales as defined below of the licensed product(s) covered by this agreement for the first 1,000,000 units per title and an amount equal to Four and one half Percent (4.50%) on units exceeding 1,000,000 per title of the Gross Sales of the licensed product(s) covered by this Agreement, less the recoupable advance payments specified above for the applicable License Period and an amount equal to five Percent (5%) of any Subscription Revenue as defined below. Notwithstanding the foregoing, Licensee shall pay to PLAYERS INC an amount equal to Four and three quarters Percent (4.75%) of the Gross Sales as defined below of Licensee's original and first "NFL Street" title (launched in January 2004).

(vi) With respect to all licensed product(s), Licensee shall also pay to PLAYERS INC an amount equal to Five Percent (5.00%) of all net revenue from promotional events, sponsorship, advertising, and substantially similar revenue in connection with the licensed product(s). For purposes of this Paragraph 6(C)(vii) only, "net revenue" shall mean gross revenue less commissions paid by Licensee to third parties in connection with the sale of such promotions, sponsorships, advertising, etc. Notwithstanding the foregoing, with regard to Licensee's promotional event entitled "Madden Challenge" (and its successors) it is agreed that Licensee shall contribute 50% of net revenues to a charity selected by PLAYERS INC and 50% of net revenues to a charity under the umbrella of NFL Charities.

(vii) All royalties payable pursuant to this Paragraph 6(D) shall be equal to a percentage of Gross Sales or Subscription Revenues of licensed products, as applicable, and shall be calculated on a quarterly basis for calendar quarters ending the last day of each May, August, November and February of each License Period. All such royalties accrued within a License Period shall be applied to the recoupment of the advances paid in accordance with Paragraphs 6(A) and 6(B) above for such applicable License Period (but shall not be applied to recoup or otherwise offset the advance payments for any prior or subsequent License Period), and once the applicable advances have been recouped, all excess royalties shall be due as of the last day of each May, August, November, and February of this Agreement and must be paid no later than thirty (30) days following such due dates. "Gross Sales" shall be calculated based on the actual price(s) charged by Licensee on its first sale, whether to the consumer directly, to the retailer, or to the wholesaler, respectively, in an arms length transaction. Licensee shall transact no sale, the effect of which is to reduce the royalty paid by Licensee to PLAYERS INC; provided, however, that Licensee shall be permitted to provide arms length discounts,

allowances and returns which are normal and customary. Gross Sales shall exclude only such normal and customary discounts, allowances and returns.

(viii) "Subscription Revenue" means subscription fees collected from subscribers in return for the right to access premium content offered specifically for the licensed products, minus any commissions or affiliate bounty paid by Licensee to any third party for the purpose of acquiring such subscribers. Such subscription fees may, in Licensee's discretion, be structured as periodic payments, one-time payments, usage-based fees or feature-based fees. For purposes of clarification, the parties acknowledge that all revenues related to fantasy football products are governed by the License Agreement between the parties effective March 1, 2002.

(E) To the extent permitted under Licensee's privacy policy and applicable law, and to the extent Licensee obtains such information, in addition to the royalty payments specified herein and as additional consideration hereunder, Licensee also shall provide to PLAYERS INC by electronic transmission on a quarterly basis, the names, postal addresses, telephone numbers and email addresses of all users of the licensed products. PLAYERS INC shall utilize such user database in accordance with Licensee's privacy policy and applicable law. In addition, PLAYERS INC will take reasonable steps to assure that third parties to whom PLAYER INC transfers any personal information will provide sufficient protection of that information.

7. PERIODIC STATEMENTS.

(A) Licensee shall furnish to PLAYERS INC, in a form approved by PLAYERS INC, no later than thirty (30) days following the last day of each May, August, November, and February of this Agreement, a complete and accurate statement certified to be accurate by an authorized representative of Licensee, showing the quantity, description and gross purchase price, of the licensed product(s) distributed by Licensee during the preceding quarterly reporting period described in Paragraph 6(D) herein, and sufficient information to show the calculation of any Subscription Revenues and all other revenues received by Licensee with respect to the licensed products during such quarterly reporting period. Once in every twelve-month period, Licensee shall furnish PLAYERS INC with a detailed statement certified by an officer of Licensee, showing the number of gross sales of the licensed product(s) covered by this Agreement.

(B) Such statements shall be furnished to PLAYERS INC whether or not any of the licensed product(s) have been purchased during the reporting period for which such statement is due. The receipt or acceptance by PLAYERS INC of any statement or of any royalty paid hereunder (or the cashing of any royalty check paid hereunder) shall not preclude PLAYERS INC from questioning the correctness thereof at any time, and in the event any inconsistencies or mistakes are discovered in connection therewith, they shall immediately be rectified and the appropriate payment made by the appropriate party.

8. BOOKS AND RECORDS.

(A) For a period of two (2) years following the termination or expiration of this Agreement, Licensee shall maintain accurate books and records for itself and any subsidiary or

affiliated entity with respect to its sale of licensed product(s) under this Agreement. Said books and records shall be subject to inspection and audit by PLAYERS INC or its duly authorized representative no more than once per calendar year and at reasonable times upon reasonable notice from PLAYERS INC to Licensee. PLAYERS INC's duly authorized representative must be an internationally recognized chartered or certified accounting firm with offices in the United States, retained by PLAYERS INC on other than a contingent fee basis. Such accounting firm must hold such books and records in strict confidence except as necessary to report to PLAYERS INC and Licensee on the accuracy of Licensee's statements. Each statement issued under this Agreement shall be deemed correct and conclusive unless (i) within forty-eight (48) months after the date of the issuance of the statement PLAYERS INC notifies Licensee in writing of any error disclosed in such statement or by an inspection by such accounting firm or (ii) PLAYERS INC or such accounting firm discovers at a later date that Licensee has engaged in fraud or misrepresentation with regard to such statement. In addition and similarly, Licensee shall use commercially reasonable efforts to cause any entity from which it contracts for services or production of product to cause its books and records to be available for audit and inspection by PLAYERS INC to the extent necessary to confirm the audit of Licensee. Licensee shall not interfere with such inspections and audits in any way.

(B) The cost of such inspections and audits shall be paid by Licensee if the result of such inspections and audits indicates a difference of 3% or more (net of any overpayment in the same period), when compared to the statement certified to be accurate by an officer of Licensee, as required by Paragraph 7 (A) of this Agreement, for the twelve month period covered by such statement, or the cost of such inspections and audits as the result of an inspection or audit performed by PLAYERS INC as specified in Paragraph 8(A) above shall be paid by PLAYERS INC if such difference is less than 3% (net of any overpayment in the same period).

(C) In the event any inconsistencies or mistakes are discovered as a result of such inspections and audits, they shall immediately be rectified and the appropriate payment made by the appropriate party.

9. PAYMENT, INTEREST AND NOTICES: All transactions under this Agreement, including without limitation all payment of royalties and all other payments, and all notices, reports, statements, approvals and other communications, shall be with or made payable in the name of NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, 2021 L Street, N.W., Washington, D.C. 20036, or its assignee where applicable. With regard to all recoupable advance and actual royalty payments only, such payments shall be made by wire transfer in accordance with Attachment "B" hereto. All other payments shall be made directly to PLAYERS INC at the address above. In addition to all other rights contained in this Agreement, PLAYERS INC 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, SVP Business and Legal Affairs.

10. INDEMNIFICATION.

(A) Licensee agrees that it will not during the term of this Agreement, or thereafter, attack the rights of PLAYERS INC in and to the trademarks or names owned by or licensed to PLAYERS INC 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 PLAYERS INC to the extent necessary in the procurement of any protection or to protect any of the rights conveyed hereunder, and PLAYERS INC, 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 PLAYERS INC in writing of any infringement by others of the rights covered by this Agreement which may come to Licensee's attention, and PLAYERS INC 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 PLAYERS INC to do so and PLAYERS INC shall reasonably consider any such request; provided, however, that Licensee shall have the right to take action without PLAYERS INC'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 PLAYERS INC and undertakes to defend PLAYERS INC 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 PLAYERS INC 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 PLAYERS INC a fully paid policy or certificate of insurance naming PLAYERS INC as an additional insured party, requiring that insurer will not terminate or materially modify such without written notice to PLAYERS INC at least twenty (20) days in advance thereof.

(D) PLAYERS INC 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 based upon the use by Licensee of the rights licensed in Paragraph 2 strictly as authorized in this Agreement.

11. COPYRIGHT AND TRADEMARK NOTICES.

(A) Consistent with the practice established by the parties and approved by PLAYERS INC at the time this Agreement was entered into, Licensee shall prominently place or cause to be placed Licensor's "PLAYERS INC (and design)" trademark (hereinafter "Licensor's Trademark") on the licensed products and on packaging, wrapping, advertising (both print and media regardless of medium, e.g., broadcast, Internet, etc.), and any other material, including trade show booths and exhibits, sales catalogues, and other sales/marketing materials in connection with such licensed product(s) that are publicly distributed or relating to such licensed product(s).