

Exhibit B

PITCHf/x AGREEMENT

This PITCHf/x AGREEMENT (the "Agreement"), dated as of February 7, 2006 (the "Effective Date"), is made and entered into by and between MLB Advanced Media, L.P. a Delaware limited partnership, with offices at 75 Ninth Avenue, New York, NY 10011 ("MLBAM") on its own behalf and on behalf of the Office of the Commissioner of Baseball (the "BOC") and Major League Baseball Properties, Inc. ("MLBP"), and Sportvision, Inc., a Delaware corporation, with offices at 4619 N. Ravenswood Ave., Suite 304, Chicago, IL 60640 ("Sportvision").

RECITALS

The Parties wish to work together on an endeavor to capture, collect, market and disseminate pitch data and to enter into an agreement setting forth the responsibilities of the Parties in furtherance of this endeavor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Agreement are defined throughout the Agreement. Terms not defined herein will be given their plain English meaning; provided, however, that those terms, acronyms and phrases known in the industry which are not defined will be interpreted in accordance with their generally accepted industry meaning. The following capitalized terms, and other capitalized terms defined elsewhere in this Agreement, will have the meanings ascribed thereto:

- a) "Capital Equipment" means the cameras, cable, computers, monitors, video cards, assembly labor, shipping, sales tax, software (purchased from third parties) and all other related equipment, infrastructure and supplies necessary to utilize the PITCHf/x System in MLB stadiums. The Capital Equipment will be (a) mutually determined in writing by the Parties, and (b) purchased and owned exclusively by MLBAM, subject to MLBAM's written approval of all costs therefor.
- b) "Capital Equipment Budget" means the yearly budget, agreed to in advance in writing by the Parties from which MLBAM shall pay for all Capital Equipment.
- c) "Confidential Information" means the all information, written or otherwise, disclosed by each Party to the other Party, all non-public business information of the Parties, including but not limited to the terms and conditions of this Agreement, marketing plans, financial information and strategic plans, product plans, designs; costs, prices, personnel, research and development activities and any other technical or business information of each Party.
- d) "Endeavor" means, collectively, the respective obligations of the parties for the development, assembly and installation of the PITCHf/x System and the capture, collection, marketing and dissemination of PITCHf/x System Data as set forth in this Agreement.

e) “Endeavor Budget” means the yearly budget jointly prepared by Sportvision and MLBAM and agreed upon in writing by both Parties, that details the expected Total Costs for each calendar year.

f) “Endeavor Source Material” means the Pitchf/x System Source Material and the Sportvision External Data Interface Source Material.

g) “Gross Revenue” means

h) “Included Club” means each of the MLB Clubs (defined below) that elects to permit installation and use of the PITCHf/x System.

(j) “IP” shall mean either the MLBAM IP or Sportvision IP, as applicable.

j) “MLBAM IP” means all intellectual property of MLBAM, including without limitation, any invention, patent, discovery, improvement, know-how, utility model, trademark (including all goodwill therein), copyright, industrial design, integrated circuit topography, trade secret and all rights of whatsoever nature in computer software including the computer programs, applications developed using HTML, DHTML, XML, Java and other programming languages, proprietary software tools, design concepts, graphics, graphical user interface, methodologies and related documentation, reports and other materials created or developed by MLBAM, its employees, agents or contractors in building, producing, designing, or maintaining the PITCHf/x System. The Parties acknowledge that Sportvision is not an agent or contractor of MLBAM and that MLBAM IP shall not include any Sportvision IP.

k) “MLB” means Major League Baseball.

l) “MLB Entities” mean the BOC, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Enterprises, Inc., MLBP (doing business in its own name and as Major League Baseball Productions) (“MLBP”), Major League Baseball International, the Clubs of Major League Baseball (each an “MLB Club”), Tickets.com, Inc., SportsOnEarth, LLC, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Clubs or the BOC, and its and their directors, officers and employees.

m) “Net Revenue” means Gross Revenue less Total Expenses and any reasonable Other Expenses previously approved in writing by both parties.

n) “Party” means either MLBAM or Sportvision; “Parties” means both MLBAM and Sportvision.

- o) “PITCHf/x System” means the system created using the Sportvision IP, the MLBAM IP and MLBAM’s Capital Equipment, and the Sportvision External Data Interface to capture data on pitches at MLB games. The PITCHf/x System shall have the features and functionalities and shall generate and output all data sets as described in Exhibit A, as amended from time to time by the mutual written agreement of the Parties.
- p) “PITCHf/x System Data” means any data on pitches captured by the PITCHf/x System, as more fully described herein and in Exhibit A hereto.
- q) “PITCHf/x System Source Material” shall mean all source code, documentation, technical processes and formulas necessary for the operation of the PITCHf/x System, including all enhancements thereto and all other proprietary information related to the source code therefor.
- (r) “Resultant Technology” shall mean all applications and manifestations of the PITCHf/x System as used in connection with the game of baseball, that are marketed, sold, performed, produced, conceived, created or first fixed in a tangible medium, first made, first used or first reduced to practice in connection with the PITCHf/x System pursuant to this Agreement. To avoid doubt, “Resultant Technology” shall mean only those applications and manifestations relating to the PITCHf/x System as used in the game of baseball and not those applications and manifestations relating generally to the functionality of either party’s IP (e.g., data generation processes or object tracking capabilities).
- s) “Sportvision External Data Interface” means the software interface that enables the transmission of the PITCHf/x System Data from the PITCHf/x System to any designated system or interface specified by MLBAM in a format specified by MLBAM via a network specified by MLBAM.
- t) “Sportvision IP” means all intellectual property of Sportvision, including without limitation, any invention, patent, discovery, improvement, know-how, utility model, trademark (including all goodwill therein), copyright, industrial design, integrated circuit topography, trade secret and all rights of whatsoever nature in computer software including the computer programs, applications developed using HTML, DHTML, XML, Java and other programming languages, proprietary software tools, design concepts, graphics, graphical user interface, methodologies and related documentation, reports and other materials created or developed by Sportvision, its employees, agents or contractors in building, producing, designing, or maintaining the PITCHf/x System. The Parties acknowledge that MLBAM is not an agent or contractor of Sportvision and that Sportvision IP shall not include any MLBAM IP.
- u) “Total Expenses” means all costs of assembling, installing and operating the PITCHf/x System, all of which must be approved in writing by the Parties, including but not limited to: wages and benefits of dedicated staff, installation, training and associated reasonable travel costs, on-going technical support from a dedicated Operations Coordinator, all expenses associated with daily operations of the PITCHf/x System by PITCHf/x Operators, and Other Expenses as approved by both Parties.
- v) “Other Expenses” means any expenses outside of those previously approved in writing by both parties.

2. SPORTVISION OBLIGATIONS.

2.1 a. Software Development; Equipment Installation.

[REDACTED]

b.

[REDACTED]

Except as required by Sections 14 and 15 hereof, the Parties agree and acknowledge that Sportvision will not deliver or share any source code, documentation, technical processes, formulas or Sportvision IP related to Sportvision's ability to optically track objects and collect information about such objects.

2.2 Operations Coordinator.

[REDACTED]

2.3 Operations; Administrative Support; Accounting.

[REDACTED]

[REDACTED]

2.4 Additional Data Sets. Sportvision acknowledges and agrees that MLBAM desires for the Endeavor to acquire and exploit additional data outside of the scope of the PITCHf/x System as of the Effective Date. MLBAM will notify Sportvision in writing of additional data sets which it desires to implement and/or develop – e.g., using next-generation tracking technology. Upon MLBAM’s request, Sportvision may elect to use its commercially reasonable efforts to develop and implement such additional data sets, pursuant to the terms of this Agreement; provided, however, that Sportvision shall bear all development costs for such additional data sets. In the instance that Sportvision is unable or unwilling to provide additional data sets and a third party provider exists that has the ability to provide the Endeavor with such specified data, Sportvision agrees to work with MLBAM to accommodate new technology and/or integrate it into the PITCHf/x System and the consideration to such third party provider shall be mutually agreed in writing by MLBAM, Sportvision and such third party.

2.5 Operators. [REDACTED]

2.6 Conflation of Data. [REDACTED]

3. MLBAM OBLIGATIONS.

3.1 Included Clubs. [REDACTED]

3.2 Capital Equipment. [REDACTED]

3.3 Operators. [REDACTED]

[REDACTED]

3.4 Access to Included Clubs' Facilities and Workspace. [REDACTED]

3.5 Conflation with MLBAM Data. [REDACTED]

4. **COOPERATION; MUTUAL DECISIONS.**

4.1 Marketing Efforts. [REDACTED]

[REDACTED]

During the Term of this Agreement, the Parties will work together in good faith to explore and exploit all reasonable business opportunities for the marketing, sale and licensing of the PITCHf/x System Data to maximize revenues for the Endeavor, subject to the prior written approval of each Party in each case (and that of any other applicable MLB Entity, as appropriate, to the extent that any business opportunity requires the consent of such MLB Entity(ies) in MLBAM's determination), and any restrictions on such sales imposed by other contractual obligations of MLBAM. The Parties will work together to generate leads, set up and attend meetings with potential clients and sponsors, create sales materials, approve deals, and prepare

and finalize contracts with clients and sponsors.

[REDACTED]

4.2 PITCHf/x System Data to MLB and MLB Clubs.

[REDACTED]

4.3 Endeavor Budget. By February of each calendar year during the Term, the Parties will create the Endeavor Budget for such year. The Parties acknowledge that the budgeted costs are estimates and that, in certain instances, will be dependent upon the number of Included Clubs.

5. FINANCIAL ARRANGEMENTS.

5.1 Cost Reimbursement and Revenue Sharing.

[REDACTED]

[REDACTED]

5.2 Accounting Mechanics. [REDACTED]

6. AUDIT RIGHTS.

The Parties will maintain true and accurate records of all costs, expenses, revenues and related documentation (including agreements) in connection with the performance of its obligations under this Agreement (collectively, "Records"). All such Records will be maintained for a minimum of three (3) years following termination of this Agreement. For the sole purpose of verifying the accuracy of the revenue sharing arrangement set forth in Section 5, each Party will have the right to direct an independent certified public accounting firm, subject to confidentiality restrictions reasonably acceptable to the other Party, to conduct a reasonable inspection and audit of the other Party's records directly related to amounts paid or payable by or to such Party. Any such audit may be conducted, during the audited Party's regular business hours, upon twenty (20) business days prior written notice to the other Party, provided that such audits: (i) will not be conducted more frequently than once every twelve (12) months; and (ii) must be conducted in such a manner as to avoid unreasonable interference with the audited Party's business operations. Notwithstanding anything in this Agreement to the contrary, no audit hereunder shall be conducted during the period from January 1 through March 31 during each year of the Term. The exercise by either party, in whole or in part or at any time or times, of the right to audit records and accounts or of any other right herein granted, shall be without prejudice to any rights or remedies of the requesting party and shall not estop or prevent the requesting party from thereafter disputing the accuracy of any such statement or payment. If pursuant to the rights hereunder to audit and inspect, one party (the "Auditing Party") causes an audit and inspection to be instituted which thereafter discloses a deficiency of five percent (5%) or more between the amount found to be due to the Auditing Party and the amount actually paid or credited to it, then the other party shall be responsible for payment of the entire deficiency, together with interest thereon at the then current prime rate of JP Morgan Chase Bank or its successor from the date such amount became due until the date of payment, and the other party also shall reimburse the Auditing Party for the reasonable third party costs and expenses of such audit and inspection; provided that such payment shall in no event exceed ten thousand dollars (\$10,000). If the audit discloses a deficiency of less than five percent (5%) between the amount found to be due to the Auditing Party and the amount actually paid or credited to it, then the other Party shall pay the amount of the deficiency plus interest as calculated above.

7. OWNERSHIP; LICENSES.

7.1 Ownership and License of Sportvision IP. As between the Parties, (i) Sportvision owns all right, title, and interest in any Sportvision IP, and MLBAM will have no ownership interest therein; and (ii) MLBAM owns all right, title, and interest in any MLBAM IP, and Sportvision will have no ownership interest therein. Neither Sportvision nor MLBAM grants any rights in its respective IP except as expressly stated herein or by separate written agreement of the Parties. Sportvision and MLBAM will have the exclusive right to apply for or register any patents, work rights, copyrights, and such other proprietary protections with respect to its respective IP. Each Party will execute such documents, render such assistance, and take such other action as the other Party may reasonably request to assist such Party in its efforts apply for, register, perfect, confirm, and protect such party's ownership rights set forth in this Section 7.1. During the Term of this Agreement, (a) Sportvision grants the Endeavor and MLBAM an irrevocable, royalty-free license to utilize such Sportvision IP; and (b) MLBAM grants the Endeavor and Sportvision an irrevocable, royalty-free license to utilize such MLBAM IP necessary to develop and/or operate the PITCHf/x System.

7.2 Ownership and License of the Capital Equipment and the PITCHf/x System Data.

[REDACTED]

7.3 Ownership and License of the Sportvision External Data Interface.

[REDACTED]

7.4 Ownership of the PITCHf/x System.

[REDACTED]



7.5 No Reverse Engineering. Other than as set forth herein, each Party agrees that it will not (i) copy, modify, create any derivative work of, or include in any other products any of the IP of the other Party or any portion thereof, or (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from the other Party's IP, except as specifically authorized in writing by the other Party. The parties acknowledge that solely for the purposes of maintaining business obligations under then-existing agreements utilizing the PITCHf/x System in the manner contemplated by this Agreement, this Section 7.5 shall not apply in the event that MLBAM terminates the agreement for cause pursuant to Sections 12.2(a) or (b).

7.6 Copyright Notices. The Parties will ensure that all use of the PITCHf/x System Data incorporates all copyright and other proprietary notices as required by MLBAM.

8. CONFIDENTIALITY.

8.1 Agreement. The parties will treat the terms and conditions of this Agreement as Confidential Information. Each Party must obtain the other's written consent prior to any public announcement or press release concerning the existence or terms and conditions of this Agreement.

8.2 Nondisclosure. Except as expressly permitted herein, either Party (the "Receiving Party") that receives Confidential Information from the disclosing Party (the "Disclosing Party") will not use or disclose to any third party the Confidential Information, other than to employees, shareholders and contractors of the Receiving Party who have a need for access to and knowledge of the Confidential Information solely for purposes expressly contemplated herein. The Receiving Party will have entered into non-disclosure agreements with such employees and

contractors, having obligations of confidentiality as strict as those herein, prior to such disclosure to assure against unauthorized use or disclosure. Notwithstanding the foregoing, MLBAM shall have the right to disclose any Confidential Information to the MLB Entities and their respective consultants and legal and financial advisors (under a duty of confidentiality no less restrictive than the terms hereof whether by pre-existing agreement or relationship) who have a need to know such information.

8.3 Exceptions to Confidential Information. The Receiving Party will have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receipt from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; and, (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence. Further, the Receiving Party may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides the Disclosing Party: (a) prior written notice of such obligation; redact mutually agreed upon portions of the Confidential Information; and (c) the opportunity to oppose such disclosure or obtain a protective order.

8.4 Return or Destruction of Confidential Information. Upon written demand by the Disclosing Party, and in any event upon termination of this Agreement, the Receiving Party will: (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, notes or extracts thereof to the Disclosing Party within seven (7) days of receipt of demand; and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Performance Warranty. Sportvision represents, warrants, covenants and agrees that on a continuous basis throughout the Term, the PITCHf/x System shall: (a) operate in a manner consistent with all features and functionalities set forth in this Agreement; (b) generate and output all data sets set forth in this Agreement; and (c) comply with all performance standards set forth in this Agreement. Sportvision shall not be responsible for any failure of the PITCHf/x System to achieve any of (a), (b) and/or (c) of the foregoing provision caused by: (i) MLBAM or any MLB Entity; (ii) MLBAM PITCHf/x operators; (iii) lack of reasonable cooperation by any Included Club; or (iv) unanticipated hardware failure outside of Sportvision's reasonable control.

9.2 Sportvision's Further Representations and Warranties. Sportvision represents and warrants to MLBAM as follows: (i) Sportvision owns or possesses all necessary rights, title and licenses necessary to perform its obligations hereunder; (ii) Sportvision has the right to enter into this Agreement and to perform its obligations hereunder; (iii) Sportvision will perform all of its obligations pursuant to this Agreement in a timely, professional, competent and workmanlike manner; and (iv) any MLB Entity's use of the PITCHf/x System will not infringe any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or any other proprietary right of any third party, however denominated; provided that the foregoing subsection (iv) shall not apply to the extent that any infringement is caused by MLBAM IP

incorporated into PITCHf/x System. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 9.2, SPORTVISION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

9.3 MLBAM'S Representations and Warranties. MLBAM represents and warrants to Sportvision as follows: (i) MLBAM owns or possesses all necessary rights, title and licenses necessary to perform its obligations hereunder; (ii) MLBAM has the right to enter into this Agreement and to perform its obligations hereunder; (iii) MLBAM will perform all of its obligations pursuant to this Agreement in a timely, professional, competent and workmanlike manner; and (iv) Sportvision's use of MLBAM'S IP as part of the PITCHf/x System will not infringe any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or any other proprietary right of any third party, however denominated; provided that the foregoing subsection (iv) shall not apply to the extent that any infringement is caused by Sportvision IP incorporated into PITCHf/x System. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 9.3, MLBAM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

10. INDEMNITY AND INSURANCE.

10.1 Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") against any and all liability, loss, damage, cost and expense (including cost of defense and reasonable attorney's fees) which the Indemnified Party may hereafter suffer itself or pay out to another by reason of (i) any claim or action alleging that any IP (i.e., MLBAM IP or Sportvision IP, as applicable) supplied by the Indemnifying Party infringes any patent, copyright, trademark, trade secret and/or other intellectual property right of a third party; (ii) any breach by the Indemnifying Party of any of its representations, warranties, covenants and/or obligations set forth in this Agreement; or (iii) the acts or omissions of any employee or subcontractor of the Indemnifying Party in connection with the Endeavor.

10.2 Control of Defense. As a condition to such defense and indemnification, the Party seeking indemnification will provide the other Party with prompt written notice of the claim and permit such other Party to control the defense, settlement, adjustment or compromise of any such claim. The Party seeking indemnification may employ counsel at its own expense to assist it with respect to any such claim. No settlement terms shall be binding on the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld.

10.3 Insurance. Without limiting any other obligation or liability of either party under this Agreement, each of the parties agrees that as of the Effective Date (except as otherwise set forth below), through its entire Term and for not less than three (3) years thereafter, it shall procure and maintain insurance coverages with terms and conditions and limits that are reasonable and

prudent in the context of its business in general and this Agreement in particular, but in no event less than those specified below. In the event that any required insurance is written on a claims-made basis and the policy(ies) are not renewed with the same insurance carrier, then an extension of coverage shall be obtained starting with the expiration date of the original policy date through a period of three (3) years following the termination or expiration of this Agreement to cover claims that occurred during the original policy(ies) period.

- A. Workers' Compensation (or its equivalent in the country of Licensee) in compliance with state statutory laws, including Employers' Liability with minimum limits of: [REDACTED] and [REDACTED]
- B. An Insurance Services Office occurrence based Commercial General Liability Insurance Policy, including contractual liability and products/completed operations liability coverage with minimum limits of: [REDACTED] and [REDACTED]
- C. Automobile Liability Insurance, covering owned, leased or hired automobiles, with a minimum combined single limit of [REDACTED] and [REDACTED]
- D. Errors & Omissions Liability Insurance, with a minimum limit of [REDACTED] and [REDACTED]
- E. Commercial crime insurance with minimum limits of [REDACTED]
- F. Copyright and trademark infringement coverage, within its "Reputation Injury and Communication Liability" policy with a minimum aggregate limit of [REDACTED]; provided, however, that this subsection F does not apply to MLBAM, as MLBAM's copyright and trademark coverage is covered under subsection D above; and
- G. Umbrella Liability Insurance, in excess of subsections A, B and C above, with minimum limits of: [REDACTED]

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-5 or better. The MLB Entities shall be named as Additional Insureds under the Commercial General Liability, Automobile Liability and Umbrella Liability Policies of Sportvision. Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification MLBAM shall receive thirty (30) days written notice thereof. Sportvision shall furnish MLBAM with certificates of insurance evidencing compliance with all insurance provisions noted above no later than the Effective Date and annually prior to the expiration of each required insurance policy.

11. LIMITATION OF LIABILITY.

EXCEPT FOR LIABILITIES ARISING FROM EITHER PARTY'S (1) BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 8 AND/OR

INDEMNIFICATION UNDER SECTION 10; AND (2) WILLFUL MISCONDUCT, WILLFUL ABANDONMENT OF ITS OBLIGATIONS HEREUNDER OR GROSS NEGLIGENCE, OR CONCERNING LIABILITY FOR DEATH OR PERSONAL INJURY RELATED TO OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR REVENUE, OR LOSS OF GOODWILL, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. IN ANY CASE, EXCEPT FOR LIABILITIES ARISING FROM EITHER PARTY'S (1) BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 8 AND/OR INDEMNIFICATION UNDER SECTION 10; AND (2) WILLFUL MISCONDUCT, WILLFUL ABANDONMENT OF ITS OBLIGATIONS HEREUNDER OR GROSS NEGLIGENCE, OR CONCERNING LIABILITY FOR DEATH OR PERSONAL INJURY RELATED TO OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL THE TOTAL DOLLAR LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED [REDACTED]

12. TERM AND TERMINATION.

12.1 Term of Agreement. This Agreement will be effective on the Effective Date and will remain in force until December 31, 2011, unless otherwise terminated as provided herein (the "Term"). Within six months prior to the end of the Term, the Parties shall enter into good faith negotiations regarding the renewal of this Agreement and the terms of such renewal.

12.2 Termination for Cause. This Agreement may be terminated by a Party for cause immediately upon the occurrence of and in accordance with the following:

(a) Insolvency Event. Either Party may terminate this Agreement by delivering written notice to the other Party upon the occurrence of any of the following events: (i) a receiver is appointed for either Party or its property; (ii) either Party makes a general assignment for the benefit of its creditors; (iii) either Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, which proceedings are not dismissed within sixty (60) days; or (iv) either Party is liquidated or dissolved.

(b) Default. Either Party may terminate this Agreement, effective upon written notice to the other, if the other Party violates any covenant, agreement, representation or warranty contained herein in any material respect or defaults or fails to perform any of its obligations or agreements hereunder in any material respect, which violation, default or failure (each, a "Default") is not cured within thirty (30) days after written notice thereof from the non-defaulting Party stating its intention to terminate this Agreement and the reason for such breach in reasonable detail; provided, however, that in the event the nature of the alleged material breach is such that it is not curable by its nature and reasonably requires greater than thirty (30) days to cure and the breaching party is using commercially reasonable efforts to cure such alleged material breach, the cure period shall be extended to allow the breaching party to cure such alleged material breach for a period not to exceed an additional fifteen (15) days.

The Parties acknowledge that the PITCHf/x System is a newly designed system and that the Parties will work in good faith to successfully install, integrate the Sportvision IP and MLBAM

IP, and the related features. Notwithstanding anything in this Agreement to the contrary, in the event of any Default of Section 9.1 of this Agreement by Sportvision (a "Sportvision System Breach"), Sportvision must cure such breach within ten (10) days of receipt of MLBAM's written notice to Sportvision specifying such breach in reasonable detail. If Sportvision is unable to cure such breach within such ten (10) day period, and if, in MLBAM's reasonable determination, the Sportvision System Breach is limited to fewer than a majority of all ballparks in which the PITCHf/x System is installed or was caused solely by the source code and/or object code of the PITCHf/x System and/or the Sportvision External Data Interface (any of the foregoing, a "Limited Sportvision System Breach") then MLBAM shall use commercially reasonable efforts to cure such breach on a time and materials basis at Sportvision's sole expense. If MLBAM is unable within ten (10) days to cure the Limited Sportvision System Breach as described in the previous sentence, or in the event of any Sportvision System Breach other than any Limited Sportvision System Breach, MLBAM shall have the right to terminate this Agreement upon ten (10) days written notice to Sportvision, without prejudice to any other right or remedy of MLBAM. Notwithstanding the foregoing, in the event that either a Sportvision System Breach or a Limited Sportvision System Breach occurs within the first year after the PITCHf/x System is installed each respective stadium, the cure period in each instance shall be extended from ten (10) days to twenty (20) days.

(c) Change of Control. Either Party may terminate this Agreement, effective immediately upon written notice to the other, upon the consummation of any of the following: (1) any consolidation, sale, merger or acquisition, or any other change in majority or controlling ownership (each a "Change of Control") of the other Party where the holders of voting securities of such Party immediately before any such Change of Control own (immediately after such Change of Control) voting securities of the surviving or acquiring corporation, or of a parent party of such surviving or acquiring corporation, constituting less than 50% of the voting power of such surviving or acquiring corporation or parent party, (2) the transfer of fifty percent (50%) or more of the outstanding voting power of the other Party, or (3) any Change of Control involving all or substantially all of the assets of the other Party. Notwithstanding the foregoing, (a) Sportvision shall not have any right of termination in the event that MLBAM or its rights is/are acquired, assumed or otherwise obtained by any other MLB Entity, and (b) MLBAM shall not exercise its right of termination pursuant to this Section 12.2(c) in the event that (i) Sportvision decides to make a public offering of securities and/or other financial instruments, provided that Sportvision must provide MLBAM with commercially reasonable written notice prior to Sportvision's filing of a registration statement with the appropriate governmental and/or regulatory agency; or (ii) with respect to a prospective merger or acquisition involving Sportvision, Sportvision shall provide MLBAM with a written guaranty of all obligations of any successor entity under the Agreement executed by Sportvision and such successor entity, as a condition to MLBAM's determination not to exercise its right to terminate for Sportvision's Change of Control.

12.3 Survival of Rights and Obligations upon Termination. Should this Agreement terminate for any reason: (i) the Parties will perform a final accounting as detailed in Section 5 herein and all amounts due from either Party to the other Party as of the termination date will be due within sixty (60) days of termination. Upon termination or expiration of this Agreement, Sportvision will retain ownership of all of its IP and MLBAM will retain ownership of its IP, the Capital Equipment and the PITCHf/x System Data; and (ii) Sections 6, 7, 8, 9, 10, 11, 12.3, 13 and 14 will survive any expiration or termination of this Agreement. In the event of termination, the

revenue sharing pursuant to Section 5.1 shall survive to the extent of any ongoing revenues from the PITCHf/x System Data collected during the Term of this Agreement.

13. MISCELLANEOUS.

13.1 Force Majeure. Neither Party will be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war or terrorism, governmental regulations, communication or utility failures, or casualties.

13.2. Publicity. Neither Party may release any press announcement or other public communication regarding the subject matter of this Agreement until both Parties have agreed to its content and the timing of the release. To avoid doubt, no rights are granted to Sportvision pursuant to this Agreement to use any trademark and/or service mark owned or controlled by MLBAM or any other MLB Entity.

13.3 Exclusivity. During the Term, (i) except for the ESPN K-Zone system and the Dartfish StroMotion and SimulCam System, Sportvision shall not work individually or with any third party in connection with any system similar to the PITCHf/x System in connection with the sport of baseball; and (ii) the PITCHf/x System shall be used solely by the Endcavor and for no other purpose in connection with the sport of baseball.

13.4 Cancellation of Games. In the event of any loss of games or cessation of MLB play during the Term of this Agreement, the Parties will reduce costs of operation in good faith. In the event of a labor interruption longer than thirty days of scheduled play, the parties shall consider an extension of the term in good faith.

13.5 Relationship of Parties. The Parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or other special relationship. Neither Party will act in a manner which expresses or implies a relationship other than that of independent contractor.

13.6 No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than the Parties any rights, remedies or other benefits under or by reason of this Agreement.

13.7 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement will, unless otherwise specified herein, be in writing and will be deemed to have been duly delivered (i) on the date of personal delivery, (ii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, (iii) on first business day following the date of receipt by facsimile, with confirmation, (iii) on the date of delivery if sent by an overnight delivery service to the following addresses, or to such other address as any party may request. A copy of any notice will be sent to:

To MLBAM:

MLB Advanced Media, LP

To Sportvision:

Sportvision, Inc.

75 Ninth Avenue
New York, NY
Attention: General Counsel
Fax Number: (212) 485-8111

4619 N. Ravenswood, Suite 304
Chicago, IL 60640
Attention: Henry Adams
Fax Number: (773) 293-2155

With a copy to:

Joe Volman, Esq.
Burns & Levinson, LLP
125 Summer Street
Boston, MA 02110-1624
Fax Number: (617) 345-3299

13.8 Waiver and Modification. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the Parties.

13.9 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

13.10 Controlling Law; Jurisdiction; Arbitration. This Agreement and any action related thereto will be governed, controlled, interpreted and defined by and under the laws of the State of New York governing contracts entered into and performed entirely within that State. Except as set forth below, the parties consent to the exclusive jurisdiction and venue of any court of competent jurisdiction sitting within the State of New York, County of New York with respect to any dispute arising out of or relating to this Agreement. In the event of any dispute between the Parties regarding the operation of the Endeavor, including, without limitation, any disagreement as to the Capital Equipment Budget, Endeavor Budget, Total Expenses, Third Party Expenses, revenue opportunities, marketing, installation schedule or other similar disagreement, the Parties agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be by: (a) a third party arbitrator mutually agreed upon in writing by the parties involved within thirty (30) days of such arbitration request; or (b) an appointed member of the American Arbitration Association. The Parties shall be entitled to discovery under the Federal Rules of Civil Procedure. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The venue for arbitration shall be the Borough of Manhattan, New York City, New York. Each Party shall pay its own expenses in connection with the arbitration proceeding, while all outside costs, expenses and fees of the arbitration (e.g., arbitrator fees, transcripts, et al.) shall be borne equally by the Parties. All disputes shall be submitted within ten (10) days of any deadlock. Notwithstanding anything to the contrary in this Agreement, either Party shall have the right to seek: (i) immediate injunctive relief in court in accordance with to this Section 13.10 in the event of any breach of this Agreement by the other Party or (ii) damages in court as the prevailing party in the arbitration of a dispute undertaken pursuant to this Section 13.10, either of the foregoing to be in addition to any and all other rights and remedies available at law or in equity for such a breach.

13.11 Headings. Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

13.12 Entire Agreement. This Agreement, including all exhibits which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

13.13 Counterparts. This Agreement may be executed in two counterparts, each of which will be an original and together which will constitute one and the same instrument.

13.14 Assignment. Sportvision may not assign this Agreement without the prior written consent of MLBAM. MLBAM, in its sole discretion, may assign this Agreement to any of the MLB Entities. Subject to Section 12.2(c), this Agreement shall inure to the benefit of the parties hereto, their successors, and permitted assigns.

13.15 Reservation of Rights. All rights not expressly granted by either Party pursuant to this Agreement are expressly reserved to that Party.

14. Bankruptcy.

In the event that Sportvision shall: (1) make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of ninety (90) days or more; (4) take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; (5) permit any such custodianship, receivership, or trusteeship to continue undischarged for a period of ninety (90) days or more causing the applicable Party or any third Party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Agreement or any agreement supplementary hereto; or (6) commit a Default, (each of (1) through (6) a "Bankruptcy Condition") MLBAM shall have the following rights:

A. MLBAM may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of MLBAM to, as applicable, Sportvision or the bankruptcy trustee or receiver, Sportvision or such bankruptcy trustee or receiver shall not interfere with the rights of MLBAM as provided in this Agreement or in any agreement supplementary hereto.

B. MLBAM may elect to retain its rights under this Agreement or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff or recoupment with respect to this Agreement under the Bankruptcy Code or applicable non-bankruptcy law; or

C. MLBAM may retain its rights under this Agreement or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

15. ESCROW OF SOURCE MATERIAL.

15.1 Escrow Agent and Release Conditions. Upon the execution of this Agreement, Sportvision shall deposit a complete copy of all then-available Endeavor Source Material with an escrow agent to be chosen by MLBAM. MLBAM's access to the Endeavor Source Material shall be controlled by a standard Source Material escrow agreement to which both parties agree to enter into promptly following execution hereof, substantially in the form which is annexed as Exhibit B, or as the same may be modified by mutual written agreement (the "Escrow Agreement") under which the release of the Endeavor Source Material shall be triggered by the Release Conditions as defined below. MLBAM and Sportvision shall each pay one half of all fees required for the creation and ongoing maintenance of the Escrow Agreement.

Sportvision shall update such Endeavor Source Material with each Enhancement and otherwise in accordance with the terms of the Escrow Agreement. "Enhancement" shall mean updates, releases, and/or versions of the PITCHf/x System and/or Sportvision External Data Interface. The events upon which MLBAM shall have access to the Endeavor Source Material (the "Release Conditions") shall be: (1) inability of Sportvision to generally pay its debts for a period of thirty (30) days or more after they become due; (2) the making of a general assignment by Sportvision for the benefit of its creditors or a filing of a voluntary or involuntary petition in bankruptcy by or against Sportvision that is not dismissed within thirty (30) days of the filing thereof; (3) as set forth in Section 14 (Bankruptcy); (4) in the event Sportvision ceases, for a period of fifteen (15) days, to maintain and support the PITCHf/x System, and no other qualified entity has assumed the obligation to maintain and support the PITCHf/x System; (5) a material decrease in the capacity or quality of support, as indicated by a failure to meet the response times set forth in Exhibit B (Performance Standards) three times in any one month period; (6) the PITCHf/x System materially fails to meet any specification set forth in Exhibit A (Features and Functionality) or any material specification set forth in the PITCHf/x System documentation; or (7) Sportvision ceases doing business as a going concern. Regardless of whether one of the Release Conditions occurs, MLBAM shall have the right at MLBAM's expense to require the escrow agent and/or Sportvision to verify the relevance, completeness, currency, accuracy, and functionality of the Endeavor Source Material by, among other things, compiling the Endeavor Source Material and performing test runs for comparison with the capabilities of the PITCHf/x System, provided, that Sportvision shall have the right to observe any such test run, if commercially practicable.

15.2. Use of Source Material. MLBAM will be entitled to obtain a copy of the Endeavor Source Material from the escrow agent pursuant to the terms of the Escrow Agreement. MLBAM shall be entitled to use the Endeavor Source Material in the same manner as the PITCHf/x System and/or Sportvision External Data Interface, and as needed to remedy the event of release and mitigate any damages arising hereunder; provided, however that such use shall be limited to the use expressly contemplated by this Agreement, subject to all terms thereof (including, but limited to, the term of this Agreement).


15.3. Proprietary Rights. Should use of the Endeavor Source Material as provided in this Section 15 involve the use or practice of any patent, copyright, trade secret, trademark or other proprietary information in which Sportvision has an interest, Sportvision, its assignee, or successors, agree not to assert a claim for patent, copyright, trade secret, trademark or other proprietary information infringement against MLBAM or any other MLB Entity

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

MLB ADVANCED MEDIA, L.P.

SPORTVISION, INC.

By MLB Advanced Media, Inc.,
Its General Partner

By: 
Print Name: Michael Melts
Title: SVP
Date: February 7, 2006

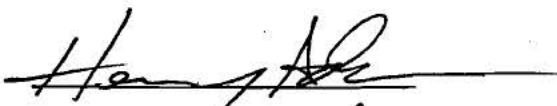
By: 
Print Name: Henry Adams
Title: CEO
Date: February 7, 2006

Exhibit A
PITCHf/x System Features, Functionality and Performance Specifications

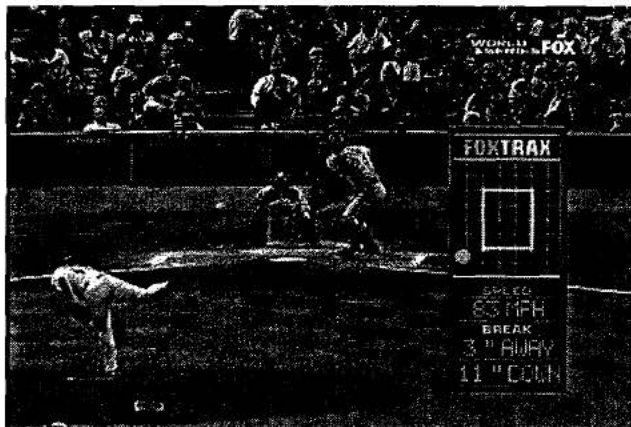
Overview: The PITCHf/x System will be deployed for the 2006 MLB season. Both Parties agree that the 2006 deployment will follow a roll-out schedule to be mutually defined as Included Clubs agree to participate in the Endeavor. The purpose of this document is to clearly define deliverables and responsibilities as it pertains to the 2006 MLB season and beyond.

DELIVERABLES:

Television

Sportvision shall present the PITCHf/x System Data for broadcast via an on screen “Bug” that shall appear in the corner of the video signal (see Figure 1 for an illustrative example). A standardized format of the Bug will be jointly determined by the Parties and will allow for some minor customization for specific clients. The Bug will make use of data from the current at-bat only.

Figure 1



- The “Bug” will be generated by the PITCHf/x System, with the output being either enhanced video or key and fill signal of either standard definition SDI or high definition video.
- The PITCHf/x System will subscribe to and store conflated data for use with broadcast production.
 - The conflated data will be used for retrieving “archive” data in order to build a “package” for broadcast production.
 - “Archive” data capabilities refer to the current at-bat only.
 - The Bug can either reset after each pitch (i.e., showing only one ball location icon at a time) or each at-bat (i.e., showing a ball icons for each pitch in the at-bat), depending upon client preferences.
- The Bug will animate an Icon representing the pitch location relative to the front plane of home plate when location data for the current pitch is available from the PITCHf/x System.

- Icons for other pitches from the current at bat will be differentiated
- The Bug will animate pitch speed and break when data for the current pitch is available from the PITCHf/x System.
- The PITCHf/x System will be capable of rendering a Bug such as that depicted in Fig 1 while the user interface is being manipulated to create a Bug from archived data.
- The Bug will provide for sponsor integration.
 - Sponsor integration will consist of a static graphics element incorporated in the Bug.
 - The PITCHf/x System user interface will provide for changing sponsors only while the Bug is off air.
- The PITCHf/x System will also be able to display PITCHf/x System Data via the rendering of a pitch trail (“Pitch Trail”) over registered video (see Figure 2 for an illustrative example). The Pitch Trail can only be delivered as enhanced video output or additional Capital Equipment will be required. A standardized format of the Pitch Trail will be jointly determined by the Parties and will allow for some minor customization for specific clients. The Pitch Trail will make use of data from the current at-bat only.

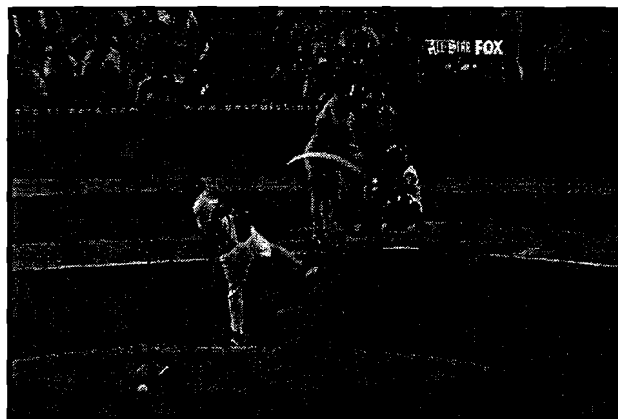


Figure 2

- The Parties agree that rendering a graphic over registered video that depicts a representation of a ball passing through a strike zone in the video over the home plate is not part of the of the PITCHf/x System

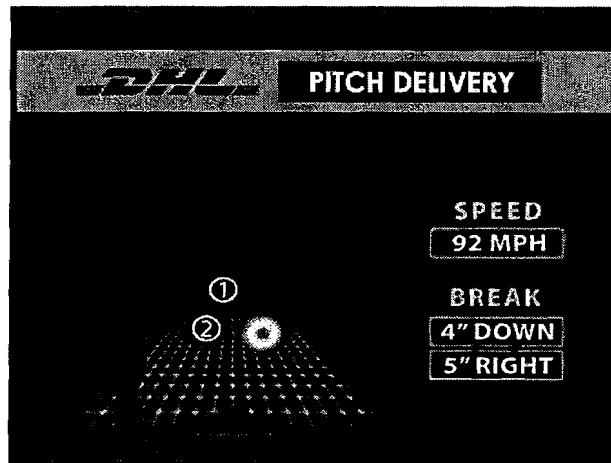
Jumbotron

The initial presentation of the PITCHf/x System Data via Jumbotron is an on screen bug “Jumbotron Bug” (see Figure 3).

- The PITCHf/x System will output key and fill standard definition SDI video that will be transmitted via a broadcast switcher to the Jumbotron. Alternatively, the Parties may elect for the Jumbotron switcher to receive a copy of the broadcast Bug feed to be incorporated in the Jumbotron Bug.

- The Jumbotron Bug will provide for Sponsor Integration (see e.g., Figure 3 for an illustrative example)
- The PITCHf/x System will have a separate user interface for manipulating the Jumbotron Bug and can be operated by the Jumbotron video operator already employed by the Included Clubs.

Figure 3



Internet

In addition to delivering the PITCHf/x System Data to MLB.com, the Parties will endeavor to create Internet applications that will visualize the PITCHf/x System Data using 2D, 3D and virtual world graphics in a to-be-defined application(s) (“3D Viewer”). MLBAM will use all commercially reasonable efforts to monetize the PITCHf/x System Data by means of Internet-based applications and/or offerings, and will further use all commercially reasonable efforts to commence such monetization during the 2006 season.

Wireless, Video Games, Interactive TV

The Parties will also work to create applications for wireless devices, video games and interactive TV based on the PITCHf/x System Data for use in subscription and/or sponsored applications on such devices.

MLB Clubs

All Included Clubs will receive a generic copy of the Conflated Data from MLB Games played at their venue.

Umpire Evaluation

It is the Parties’ intention to create an Umpire Evaluation system for the purposes of evaluating the accuracy of called balls and strikes by the umpire (“Umpire Evaluation System”). The specifications of the Umpire Evaluation System will be established upon consultation with the applicable MLB Entity(ies) and incorporated into the PITCHf/x System on a mutually agreed-to timeframe between the Parties. MLBAM retains the right to extend the PITCHf/x System Data to provide similar functionality to the MLB Entities as provided by the existing Questec system.

PITCHf/x SYSTEM DATA SPECIFICATIONS, FLOW AND CONFLATION:

1. The PITCHf/x System will track the flight of the ball from the pitcher to home plate.
2. PITCHf/x System Data speed accuracy shall be +/- 0.5 miles per hour or better for the entire trajectory of the pitch.
3. PITCHf/x System Data ball position accuracy shall be +/- 1.0" or better for the entire trajectory of the pitch.
4. The design goal is to track 100% of the pitches. The anticipated percent of balls tracked will be 99% or better.
 - The percentage of balls tracked will be dependent on conditions, venue installation and operator capabilities.
5. PITCHf/x System Data output is approximately 1/2 second after the ball hits the catcher's mitt.
6. PITCHf/x System requirements:
 - Two computer workstations (keyboard, monitor, mouse). If a Jumbotron application is being utilized a third computer workstation will be required.
 - Equipment rack similar to Figures 4 & 6 (approximate dimensions: 23" wide x 35" high x 31" deep)

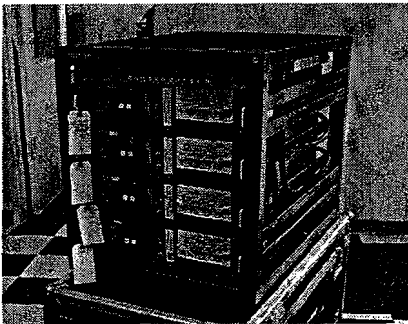


Fig 4

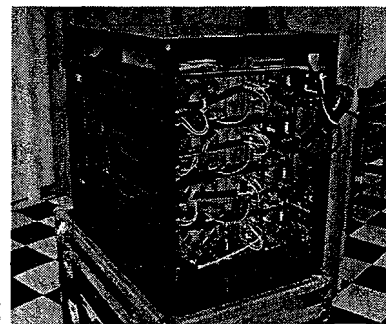
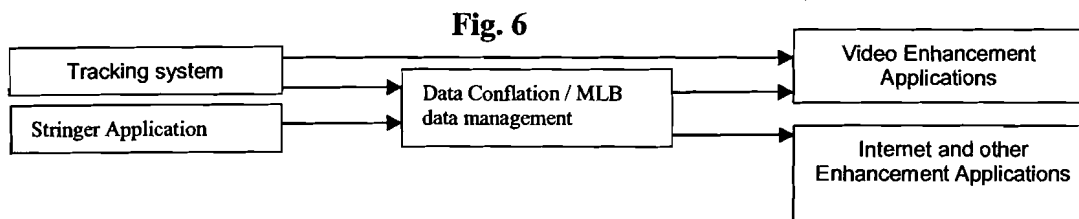


Fig 5

- Three POV type cameras and associated cabling
- Coax or fiber cable feeds between the tracking cameras, the PITCHf/x System computers, Broadcast Truck, the Jumbotron, and the operator workstations.
- The PITCHf/x System requires a permanent temperature controlled workstation area suitable for daily operation and stable 110v AC power capable of supplying 10 amps.
- The PITCHf/x System will provide data via TIBCO or other MLBAM-specified transport in a mutually agreed upon format to be conflated by MLBAM. The Parties will work together to develop the data conflation software. MLBAM will host and deliver the Conflated Data to PITCHf/x System.

7. PITCHf/x System Data will consist of a pitch profile.

- PITCHf/x System Data will include the time, the batter, the pitch number granular to the at-bat, the half inning, and the game, and other mutually agreed upon data to allow for conflation of data. Both parties will endeavor to synchronize clocks in data gathering computers to 0.5 sec accuracy or better.
- PITCHf/x System Data and MLBAM Stringer Data (“Stringer Data”) will be conflated into a single set of data for each pitch (“Conflated Data”)
- The Parties will work together to correlate PITCHf/x System Data with Stringer Data by using the pitch count for each batter
- The conflating process will be managed by MLBAM, however, the Parties agree to work together to conflate the data
- Sportvision will work with MLBAM to output documented Conflated Data for other systems to subscribe to
- PITCHf/x System Data flow (see Fig 6)



INSTALLATION OF PITCHf/x SYSTEM

1. Installation of the PITCHf/x System, cameras and associated cables will meet the requirements of the venue engineering department.
 - A pre-installation survey may be conducted at each venue by Sportvision to identify camera mounting locations, tracking and broadcast workstation locations, cable runs for tracking, broadcast and Jumbotron.
2. MLBAM will ensure the necessary access to facilities, credentials, key personnel and all other reasonable requests to facilitate the installation of the PITCHf/x System at Included Clubs in a timely manner. MLBAM will further ensure that the facilities meet all the space, access and environmental controls necessary to adequately install, operate and maintain the PITCHf/x System.

STRIKE ZONE

1. The PITCHf/x System will create a strike zone size database for each MLB player (“Strike Zone Size”) to be used during live events.
 - The operator will create the strike zone size for each player at the beginning of the season, and during live games as operators encounter new batters.
 - Typically, active sizing of a particular player’s strike zone will not take place once a Strike Zone Size has been created for the specified player, although periodic checks will be expected as mutually determined by the Parties.

- Operators will have the ability to resize a strike zone for a particular player or new player who is not in the database. Resizing may update or replace an existing database entry for a particular player.
- Strike Zone Size data will be included in the PITCHf/x System Data, although data from the Umpire Evaluation System will only be made available to MLB or other parties at MLB's direction.

BANDWIDTH

1. MLBAM will provide a T1 or similar high bandwidth data connection between the PITCHf/x System, the Internet, the Broadcast Compound and the Jumbotron.

OPERATORS

1. Operators required to run the PITCHf/x System:
 - Tracking and Sizing: one
 - MLBAM Stringer: one (existing)
 - Broadcast Effect: one (optional)
 - Included Club Jumbotron Operator: one (optional)

Exhibit B
Escrow Agreement

**THE
BANK OF
NEW
YORK**

ESCROW AGREEMENT

between

MLB Advanced Media, L.P. ("MLBAM"), Sportvision, Inc. ("SV")

and

THE BANK OF NEW YORK

Dated as of _____

ACCOUNT NUMBER(S) _____

SHORT TITLE OF ACCOUNT _____

ESCROW AGREEMENT made this _____ day of _____ by and between THE BANK OF NEW YORK (“Escrow Agent”) and the undersigned (collectively the “Depositors” and individually the (“Depositor”))

Depositors and Escrow Agent hereby agree that, in consideration of the mutual promises and covenants contained herein, Escrow Agent shall hold in escrow and shall distribute Escrow Property (as defined herein) in accordance with and subject to the following Instructions and Terms and Conditions:

1. INSTRUCTIONS:

a. Escrow Property. The property and/or funds deposited or to be deposited with Escrow Agent by Depositors shall be as follows:

The “Endeavor Source Material,” as defined in the Pitchf/x Agreement between MLBAM and SV dated _____ (the “Agreement”).

The foregoing property (collectively the “Distributions”) received by Escrow Agent, less any property distributed through this Escrow Agreement, are collectively referred to herein as “Escrow Property.”

b. Investment of Escrow Property.

Escrow Agent shall have no obligation to pay interest on or to invest or reinvest any Escrow Property deposited or received hereunder.

c. Distribution of Escrow Property. Escrow Agent is directed to hold and distribute the Escrow Property in the following manner:

After compliance with the notice provision set forth below in subsection (d) and subject to the terms of this Section 1(c), the Escrow Property shall be distributed to MLBAM upon the conditions set forth in Section 15 of the Agreement. If MLBAM requests distribution of the Escrow Property from the Escrow Agent, MLBAM shall provide written notice to Sportvision and its counsel pursuant to the notice provision set forth below in subsection (d), which shall be delivered: (i) not less than four (4) business days prior to the date of distribution of the Escrow Property if such request is made any time between March 1 through November 30 of any year; or (ii) not less than eight (8) business days prior to the date of distribution of the Escrow Property if such request is made at any other time during the year. MLBAM’s notice will reference the specific Release Condition pursuant to which the release of the Escrow Property is being made.

d. Addresses. Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, upon delivery following deposit with a bonded courier or overnight delivery company. Notices, instructions and other communications shall be sent to Escrow Agent at The Bank of New York, Mr. _____, Insurance Trust & Escrow Unit, 101 Barclay Street – 8W, New York, NY 10286, Telephone: (212) 815-3195; Facsimile: (212) 815-5877; Email: _____@bankofny.com and to Depositors as follows:

General Counsel:
MLB Advanced Media, L.P.
75 9th Avenue

Sportvision, Inc.
4619 N. Ravenswood Ave., Suite 304
Chicago, IL 60640

e. **Intentionally Deleted.**

f. **Compensation**

i. At the time of execution of this Escrow Agreement, Depositors shall pay Escrow Agent an acceptance fee of \$TBD. In addition, the Endeavor shall pay Escrow Agent an annual fee of \$TBD [est. \$6,000], payable upon execution of this Agreement and thereafter on each anniversary date of this Agreement. The annual fee shall not be pro-rated for any portion of a year.

ii. Depositors shall be responsible for and shall reimburse Escrow Agent upon demand for all expenses, disbursements and advances incurred or made by Escrow Agent in connection with this Agreement.

2. TERMS AND CONDITIONS:

(1) The duties, responsibilities and obligations of Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. Escrow Agent shall not be subject to, nor required to comply with, any other agreement between or among any or all of the Depositors except for the Agreement, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Escrow Agreement) from any Depositor or any entity acting on its behalf. Escrow Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(2) This Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

(3) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects Escrow Property (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of Escrow Property), Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(4) (a) Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on

its part. In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from any Depositor or any entity acting on behalf of any Depositor, (ii) for any consequential, punitive or special damages, (iii) for the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians, or (iv) for an amount in excess of the value of the Escrow Property, valued as of the date of deposit.

(b) Intentionally deleted.

(c) Escrow Agent may consult with legal counsel at the expense of the Depositors for reasonable fees and expenses incurred as to any matter relating to this Escrow Agreement, and Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(d) Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

(5) Escrow Agent shall provide to Depositors monthly statements identifying transactions, transfers or holdings of Escrow Property and each such statement shall be deemed to be correct and final upon receipt thereof by the Depositors unless Escrow Agent is notified in writing to the contrary within thirty (30) business days of the date of such statement.

(6) Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement, except those documents which are part of the Escrow Property.

(7) Notices, instructions or other communications shall be in writing and shall be given to the address set forth in the "Addresses" provision herein (or to such other address as may be substituted therefor by written notification to Escrow Agent or Depositors). Notices to Escrow Agent shall be deemed to be given when actually received by Escrow Agent's Corporate Trust Department. Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by Depositors or by a person or persons authorized by Depositors. Whenever under the terms hereof the time for giving a notice or performing an act falls upon a Saturday, Sunday, or banking holiday, such time shall be extended to the next day on which Escrow Agent is open for business.

(8) Depositors, jointly and severally, shall be liable for and shall reimburse and indemnify Escrow Agent and hold Escrow Agent harmless from and against any and all claims, losses, liabilities, costs, damages or expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses") arising from or in connection with or related to this Escrow Agreement or being Escrow Agent hereunder (including but not limited to Losses

incurred by Escrow Agent in connection with its successful defense, in whole or in part, of any claim of gross negligence or willful misconduct on its part), provided, however, that nothing contained herein shall require Escrow Agent to be indemnified for Losses caused by its gross negligence or willful misconduct.

(9) (a) Depositors may remove Escrow Agent at any time by giving to Escrow Agent thirty (30) calendar days' prior notice in writing signed by all Depositors. Escrow Agent may resign at any time by giving to Depositors fifteen (15) calendar days' prior written notice thereof.

(b) Within ten (10) calendar days after giving the foregoing notice of removal to Escrow Agent or receiving the foregoing notice of resignation from Escrow Agent, all Depositors shall jointly agree on and appoint a successor Escrow Agent. If a successor Escrow Agent has not accepted such appointment by the end of such 10-day period, Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent or for other appropriate relief. The costs and expenses (including reasonable attorneys' fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid by, and be deemed a joint and several obligation of, the Depositors.

(c) Upon receipt of the identity of the successor Escrow Agent, Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor Escrow Agent, less Escrow Agent's fees, costs and expenses or other obligations owed to Escrow Agent, or hold such Escrow Property (or any portion thereof), pending distribution, until all such fees, costs and expenses or other obligations are paid.

(d) Upon delivery of the Escrow Property to successor Escrow Agent, Escrow Agent shall have no further duties, responsibilities or obligations hereunder.

(10) (a) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than retain possession of the Escrow Property, unless Escrow Agent receives written instructions, signed by all Depositors, which eliminates such ambiguity or uncertainty.

(b) In the event of any dispute between or conflicting claims by or among the Depositors and/or any other person or entity with respect to any Escrow Property, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Property so long as such dispute or conflict shall continue, and Escrow Agent shall not be or become liable in any way to the Depositors for failure or refusal to comply with such conflicting claims, demands or instructions. Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to Escrow Agent or (ii) Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all Losses which it may incur by reason of so acting. Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole

discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by, and shall be deemed a joint and several obligation of, the Depositors.

(11) This Agreement shall be interpreted, construed, enforced and administered in accordance with the internal substantive laws (and not the choice of law rules) of the State of New York. Each of the Depositors hereby submits to the personal jurisdiction and venue of and each agrees that all proceedings relating hereto shall be brought in courts located within the City and State of New York. Each of the Depositors hereby waives the right to trial by jury and to assert counterclaims in any such proceedings. To the extent that in any jurisdiction any Depositor may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity. Each Depositor waives personal service of process and consents to service of process by certified or registered mail, return receipt requested, directed to it at the address last specified for notices hereunder, and such service shall be deemed completed ten (10) calendar days after the same is so mailed.

(12) Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by all the parties hereto, and no waiver of any provision hereof shall be effective unless expressed in a writing signed by the party to be charged.

(13) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(14) Each Depositor hereby represents and warrants (a) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (b) that the execution, delivery and performance of this Escrow Agreement by Depositor do not and will not violate any applicable law or regulation.

(15) The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be enforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

(16) This Agreement shall constitute the entire agreement of the parties with respect to the subject matter and supersedes all prior oral or written agreements in regard thereto.

(17) This Agreement shall terminate upon the distribution of all Escrow Property from the Account. The provisions of these Terms and Conditions shall survive termination of this Escrow Agreement and/or the resignation or removal of the Escrow Agent.

(18) No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "The Bank of New York" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall

be issued by any other parties hereto, or on such party's behalf, without the prior written consent of Escrow Agent.

(19) The headings contained in this Agreement are for convenience of reference only and shall have no effect on the interpretation or operation hereof.

(20) This Escrow Agreement may be executed by each of the parties hereto in any number of counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.

(21) The Escrow Agent does not have any interest in the Escrowed Property deposited hereunder but is serving as escrow holder only and having only possession thereof. MLBAM shall pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrowed Property incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide the Escrow Agent with appropriate W-9 forms for tax I.D., number certifications, or W-8 forms for non-resident alien certifications. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of funds which are a part of the Escrowed Property and is not responsible for any other reporting. This paragraph and paragraph (9) shall survive notwithstanding any termination of this Escrow Agreement or the resignation of the Escrow Agent.

IN WITNESS WHEREOF, each of the parties has caused this Escrow Agreement to be executed by a duly authorized officer as of the day and year first written above.

MLB Advanced Media, L.P. by
MLB Advanced Media, Inc.
Its General Partner

Sportvision, Inc.

By: _____
Name:
Title:

Name
Title:

THE BANK OF NEW YORK, as Escrow Agent

By: _____
Name:
Title:

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