

advertising or promotional materials; and (d) acts or omissions. With respect to any claim that might give rise to liability of Licensee as an indemnitor, the MLB Entities must: (y) have the right to fully participate in the litigation of such claim with counsel of their own selection at Licensee's own expense; and (z) not be obligated, without their consent, to participate in any settlement of such claim which they reasonably believe would have an adverse effect on their businesses. Licensee shall not settle any such claim without MLB's prior written consent.

11. Limitation on Liability. In no event will the MLB Entities' cumulative liability pursuant to this Agreement exceed \$100. In no event will the MLB Entities be liable for any lost profits or for indirect, consequential, exemplary, special or incidental damages, interruption of business or loss of business or business opportunities.

12. Acknowledgment of Rights. Licensee hereby acknowledges: (a) the proprietary nature of all trademarks, service marks, copyright, patent or other proprietary assets, however denominated owned, controlled, first used and/or applied for in and/or registered with the U.S. Patent and Trademark Office and/or the Copyright Office by the MLB Entities ("**Property Rights**"); (b) that all rights, title and interest in and to the Property Rights belong to the applicable MLB Entities; and (c) that a license from the MLB Entities is required in order to use the Property Rights. Licensee represents that it has not made any unauthorized use of any Property Right and agrees that during and after the License Period it will not make any use of any Property Right, other than as provided in this Agreement, without the prior written consent of the applicable MLB Entity. Licensee acknowledges that the Property Rights have acquired a secondary meaning in the minds of the general public and the goodwill associated with the Property Rights has great value and such goodwill belongs exclusively to the individual MLB Entities, as the case may be. Any use Licensee has made or will make of such Property Rights has not conferred or will not confer, as the case may be, any rights or benefits upon it whatsoever, and any rights created by such use shall inure to the benefit of the individual MLB Entities, as the case may be.

13. No Contest; Cooperation. Licensee acknowledges and agrees that it shall neither contest the validity or scope of the Property Rights nor commit or permit any act or omission by it or any third party that may impair the Property Rights. Licensee will endeavor to prevent any third party from infringing or violating the Property Rights, and shall immediately notify MLB of any infringement or other act in violation of them. Licensee will cooperate with MLB and the appropriate MLB Entities in the prosecution of any such violations.

14. Reservation of Rights. All rights not expressly granted herein are reserved. Absolutely no rights for contests, sweepstakes and/or giveaways involving Major League Baseball-related games or events (including, but not limited to, through the use of tickets thereto as prizes) or other Major League Baseball-related consumer promotions, with or without the use of any of the MLB Entities' trademarks, shall be conveyed by the Agreement to Licensee, and Licensee shall not engage in any such commercial activities. Neither Licensee nor any affiliate of it shall offer for sale, sell or purchase from any search engine (e.g., Google, Yahoo!, etc.) any "keyword" or "adword" that contains any trademark and/or service mark of any MLB Entity or any words, phrases or marks which are confusingly similar to any trademark and/or service mark of any MLB Entity without first obtaining the prior written consent of MLB. On any website owned and/or operated by or on behalf of Licensee, Licensee shall not advertise, promote or link to the services of any reseller of tickets to any Major League Baseball game or event without the prior written consent of MLB. Licensee must not use any spyware or adware in connection with this Agreement. Licensee must be and remain in Good Standing with MLB throughout the License Period, in MLB's reasonable determination. For purposes of the foregoing, in order to maintain "**Good Standing**" with MLB, Licensee must not in any way infringe, violate or interfere with any of MLB's proprietary rights or commercial relationships.

15. Miscellaneous. Each party represents and warrants that it has the full power and authority to enter into and perform under this Agreement. This Agreement does not constitute and must not be construed as constituting any agency, partnership or joint venture relationship between any MLB Entity and Licensee. Licensee must not sell, assign, transfer or sublicense any rights granted or delegate any duties under this Agreement. This Agreement will be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within that state. The validity, construction and enforceability of this Agreement, and all matters or disputes arising under, in connection with or related to this Agreement (including any arbitration proceeding pursuant to this paragraph), shall be governed by the laws of the State of New York, without regard to its conflict of law principles, applicable to contracts entered into and performed entirely within that State. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York County, New York State. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. The arbitration shall be conducted by one (1) arbitrator in accordance with the AAA Rules for Expedited Procedures, which arbitrator shall be selected in accordance with the AAA Rules for Expedited Procedures, and which arbitrator shall have had at least twenty years' experience in general commercial transactions and contract disputes. In connection with any arbitration proceeding: (a) no arbitrator shall have been employed by either party hereto and its consultants within the previous five (5) year period; (b) the arbitrator shall be neutral and independent of the parties to this Agreement; (c) no arbitrator shall be affiliated with any party's auditors; and (d) no arbitrator shall have a conflict of interest with (including, without limitation, any bias towards or against) either party hereto. The arbitrator will have no authority to award punitive or other monetary damages not measured by the

prevailing party's actual damages, except as may be required by statute. The arbitrator shall not award consequential damages in any arbitration initiated herein. The award of the arbitrator shall be accompanied by a reasoned opinion. Either party also may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction located in New York County, New York State, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal. Each term of this Agreement must be considered separate, and if any term is held invalid or unenforceable, the remaining terms will be binding and enforceable. This Agreement represents the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior written or oral agreement or understanding between the parties relating to the subject matter hereof. No amendment or waiver of terms will be binding unless set forth in writing and signed by the parties. The terms of Paragraphs 10-15 will survive termination, cancellation or expiration of this Agreement.

**LICENSEE'S USE OF THE LICENSED PROPERTIES ABSENT A SUPERSEDING WRITTEN LICENSE
CONSTITUTES ACCEPTANCE OF AND TO THE TERMS AND CONDITIONS CONTAINED HEREIN.**

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