Score Media and Gaming Inc. (“SMG”) Addendum to IAB Canada Standard Terms and Conditions and Late Creative Policy for Internet Advertising for Media Buys One Year or Less (May 2013)

This Addendum (“**Addendum**”) is to the IAB Canada Standard Terms and Conditions and Late Creative Policy for Internet Advertising for Media Buys One Year or Less (May 2013 version) (http://iabcanada.com/files/IAB-Canada-Terms-Conditions-2013.pdf) (the “**Terms**”). The Terms, as modified by this Addendum, constitute the parties’ agreement (“**Agreement**”). To the extent anything in this Addendum conflicts with the Terms and/or the applicable IO, this Addendum shall govern with respect to such conflicts. Capitalized terms used herein shall have the meaning ascribed to them within the Terms.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby recognized, the parties hereby agree to modify the Terms as follows:

1. The IO, to which this Addendum is attached to, is subject to the IAB Canada Standard Terms and Conditions and Late Creative Policy for Internet Advertising for Media Buys One Year or Less (May 2013 version), as amended by this Addendum.

2. The first sentence of Section III(a) of the Terms is hereby deleted in its entirety and replaced with the following: “Media Company will comply with the IO, including all Ad placement restrictions, and except as set forth in Section VII(c) below, will use commercially reasonable efforts to create a reasonably balanced delivery schedule; provided that, Advertiser and Agency acknowledge that given the nature of Media Company’s business (i.e., sports and esports, which are seasonal and event-driven), impressions on Sites may vary at times.”

3. The Section III(c) of the Terms is amended by adding the following: “Media Company’s technical specifications can be found at http://www.thescore.com/advertisingspecs.”

4. The first paragraph of Section IV(a) of the Terms is hereby deleted in its entirety and replaced with the following: “The initial invoice will be sent upon completion of the first month’s delivery or within net 30 days of completion of the IO, whichever is earlier. Invoices are to be sent to: Agency’s or Advertiser’s billing address, as applicable, and as set forth in the IO and must include information reasonably specified by Agency or Advertiser such as the IO number, Advertiser name (if IO has been signed by an Agency), brand name or campaign name, and any number or other identifiable reference stated as required for invoicing on the IO. All invoices pursuant to the IO must be received within 90 days of the end of the media campaign. Media Company acknowledges that failure by Media Company to send an initial invoice within such period may cause a delay in payment processing under applicable invoices. In case of Agency, if Media Company sends the initial invoice after the 90-day period and the Agency either has not received the applicable funds from the Advertiser or does not have the Advertiser’s consent to dispense such funds, Agency will use commercially reasonable efforts to assist Media Company in collecting payment from the Advertiser or obtaining Advertiser’s consent to dispense funds.”

5. The following is added to the end of the second paragraph of Section IV(a) of the Terms: “Any failure by Agency to invoice Advertiser within this time frame shall not in any way limit Media Company’s ability to collect funds from the Advertiser.”

6. The following is added to the beginning of the final paragraph of Section IV(c) of the Terms: “Advertiser shall keep records related to payments made by it to Agency with respect to services provided by Media Company under this Agreement and Agency shall keep records related to payments received by it from Advertiser with respect to services provided by Media Company under this Agreement, and upon reasonable notice from Media Company, Advertiser and Agency shall allow Media Company to review such records.”

7. Section VI(a)(ii) of the Terms is deleted in its entirety and replaced with the following: “(ii) Advertiser and Agency acknowledge that obligations under an IO with respect to flat-fee based or fixed-placement Deliverables (including, without limitation, roadblocks, time-based and sponsorships) are non-cancellable.”

8. Section VI(d) of the Terms is amended to add the following: “Discounted rates will not apply to cancelled buys; instead, short rates will be applied based on Media Company’s standard rate for the related inventory.”

9. Section VII(c) is deleted in its entirety and replaced with the following: “c. Unguaranteed, Flat-Fee, and/or Time-Blocked Deliverables. If delivery of a campaign has not been guaranteed by Media Company (by way of example only, if an IO contains bonus Deliverables, CPA Deliverables, CPC Deliverables, or has been purchased on a flat-fee or for a certain time-block), the predictability, forecasting, and conversions for such Deliverables may vary and guaranteed delivery, even-delivery, and makegoods are not available.”

10. The first sentence of the first paragraph of Section VIII(a) of the Term is deleted in its entirety and replaced with the following: “Where Advertiser or Agency, as applicable, utilizes a Third Party Ad Server, Media Company will use commercially reasonable efforts to not bonus more than 10% above the Deliverables specified in the IO without prior written consent from Advertiser or Agency, as applicable.”

11. Section VIII(a) of the Terms is amended to add the following as the third paragraph: “Notwithstanding the foregoing or anything to the contrary contained in this Agreement, Advertiser or Agency, as applicable, will promptly notify Media Company when 100% of the Deliverables specified in the IO have been delivered and provide Media Company with Advertising Materials to enable Media Company to serve Ads by itself and thereby reduce Media Company’s ad serving costs. Advertiser’s or Agency’s failure to provide Media Company with Advertising Materials within twenty-four (24) hours of the 100% of the Deliverables specified in the IO being delivered shall relieve Media Company of any obligation to pay Ad serving charges incurred by Advertiser (or Agency on its behalf) to the extent such charges are associated with over-delivery by more than 10% above the guaranteed or capped levels.”

12. Section X(d) of the Terms is amended by adding the following: “If Advertiser or Agency fails to provide Media Company with Advertising Materials to replace such damaged, non-compliant or otherwise unacceptable Advertising Materials prior to the scheduled start of the media flight, Advertising Materials will be deemed ‘late’ pursuant to subsection X(a).”

13. Section X(f) of the Terms is amended by adding the following: “All use of Third Party Ad Server tags shall comply with Media Company’s Policies, including without limitation, Media Company’s technical specifications, which can be found at http://www.thescore.com/advertisingspecs.”

14. Section X of the Terms is amended to add the following subsection h.: “h. Reservation of Rights. Excluding Advertising Materials provided by Advertiser, Media Company shall own and retain all right, title and interest in any materials and content it creates for the media buy pursuant to the IO. Advertiser shall not, nor assist any Third Parties to, at any time, assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any intellectual property or other proprietary rights belonging to Media Company hereunder.”

15. Section X of the Terms is amended to add the following subsection i.: “i. No Use of Media Company Intellectual Property. Except as expressly provided in the IO, Advertiser shall not use, nor assist any Third Party in using, the intellectual property of Media Company or its Affiliates, including without limitation, the following: the names “theScore”, “theScore esports”, or “theScore Bet” (either alone, in conjunction with or as part of any other word, name, phrase or mark), or any trademarks, logos, service marks, or trade dress of Media Company or its Affiliates (a) in any advertising, publicity, promotion or other disclosure, (b) in any in-house publication, (c) to express or imply any endorsement of any products or services, or (d) in any other manner or for any purpose whatsoever.”

16. Section XI(b) of the Terms is amended to add the following: “Advertiser shall further indemnify Media Company and its Affiliates and their respective Representatives from any and all Losses incurred as a result of a Third Party claim, judgment or proceeding relating to or arising out of: (iv) Ads and Advertising Materials provided by Advertiser or Agency to Media Company and posted on a Site, (v) Advertiser’s failure to pay any fees for rights, including public performance, guild fees, or other fees associated with an Ad or Advertising Materials, (vi) Media Company’s use of any content or technology other than an Ad or Advertising Materials that Advertiser or Agency require Media Company to use, (vii) the pages and sites to which an Ad or Advertising Materials link, and (viii) use of any products or services sold through an Ad or Advertising Materials or through pages or sites to which they link.”

17. Section XIII(e) of the Terms is amended to add the following: “Where User Volunteered Data constitutes data previously collected by Media Company in connection with user registrations on a Site, Media Company and Advertiser shall each own such data separately and shall use it in accordance with their respective privacy policy.”

18. The second and third sentences of Section XV (d) of the Terms are hereby deleted in their entirety and replaced with the following: “All IOs shall be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles. The parties agree that any claims, legal proceeding or litigation arising in connection with the IO or these Terms, including, but not limited to, the validity, applicability or interpretation of the IO or these Terms will be brought solely in the courts of competent jurisdiction in Toronto, Ontario, Canada, and the parties hereby consent to the jurisdiction of such courts with respect to such actions.”