

SUBCONTRACTOR SERVICES AGREEMENT

This Subcontractor Services Agreement shall be included in any agreement with a Subcontractor for services which are a part of the Agreement for Professional Services dated March 4, 2009 (the "**Agreement**");

As an independent contractor to TopCoder, Inc. ("**Consultant**") and participant in certain custom online competitions conducted by Consultant (each a "**Competition**") under the Agreement and Statements of Work (as defined in the Agreement) between Consultant and Disney Interactive Media Group ("**DIMG**"), the Subcontractor identified below ("**Subcontractor**") acknowledges that DIMG has imposed the following conditions on Consultant and any independent contractor of Consultant, and as a condition of performing services on this project, Subcontractor agrees to accept the following conditions without limitation:

1. Ownership of Deliverables: All deliverables specified in the Agreement or Statements of Work or arising out of the work performed by Subcontractor during the term of the Agreement or resulting from Subcontractor's services and any inventions, ideas or original works of authorship in whole or in part conceived or made by Subcontractor which arise from or result from the work performed by Subcontractor on behalf of DIMG hereunder shall belong exclusively to DIMG, whether or not fixed in a tangible medium of expression. Without limiting the foregoing, Subcontractor agrees that any such deliverables or original works (collectively "**Works**") shall be deemed to be "works made for hire," provided that in the event and to the extent that such Works are determined not to constitute "works made for hire" as a matter of law, Subcontractor hereby irrevocably assigns and transfers such property, and all right, title and interest therein, including patents and copyrights, to DIMG and its successors and assigns. Subcontractor grants DIMG all rights including, without limitation, moral rights, worldwide with respect to such Works. Without limiting the generality of the foregoing, title to all plans, drawings, designs, specifications, calculations, renderings, computer programs, source code, documentation, ideas, concepts, models, prototypes, reports or other tangible work product produced by Subcontractor pursuant to the Agreement shall become the property of DIMG when produced. Works that both (i) do not win prizes pursuant to a Competition and (ii) do not contain ideas, content, or Confidential Information of DIMG (as defined in Section 2 below) may be reused by Subcontractor; provided however, that Subcontractor hereby unconditionally waives all claims against Consultant or DIMG under any theory arising out of any use or alleged use by Consultant or DIMG or their licensees of such Works. To the extent that any such claim is not or may not be waived, Subcontractor agrees that payment of the last prize payable in a competition in which the Work was submitted shall be total and sufficient compensation for any and all claims. ANY AND ALL DAMAGES PAYABLE BY CONSULTANT OR DIMG TO SUBCONTRACTOR, WHETHER UNDER TORT, CONTRACT, OR ANY OTHER THEORY, SHALL BE LIMITED TO THE LAST PRIZE PAYABLE IN THE APPLICABLE COMPETITION UNDER WHICH SUCH CLAIM ARISES, OR IF THERE IS NO APPLICABLE COMPETITION, ONE HUNDRED U.S. DOLLARS (US\$100.00).

2. Confidentiality of Material: Subcontractor may, during the course of his or her services hereunder, have access to, and acquire knowledge from material, data, systems and other information of or with respect to DIMG and any of its subsidiaries, related or affiliated companies (collectively, The Walt Disney Company and other such companies are referred to as "**Affiliates**") which may not be accessible or known to the general public, including information concerning its or their hardware, software, business plans or opportunities, business strategies, finances, employees or customers and third party proprietary or confidential information that DIMG or an Affiliate treats as confidential (collectively, the "**Confidential Information**"). Any knowledge acquired by Subcontractor from such material, data, systems or information or otherwise through his or her engagement hereunder also shall be deemed Confidential Information and shall not be used, published or divulged by Subcontractor in connection with any services rendered by Subcontractor to any other person, firm or corporation, in any advertising or promotion regarding Subcontractor or his or her services, or in any other manner or connection whatsoever without first having obtained the written permission of DIMG, which permission DIMG may withhold in its sole discretion.

3. Promotion: Subcontractor, by this Subcontractor Services Agreement, shall acquire no right to use, and shall not use, the names "Disney", "ABC" or "ESPN" (either alone or in conjunction with or as a part of any other word or name) or any fanciful characters or designs of The Walt Disney Company or any of Affiliates: (i) in any advertising,

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publicity, promotion; (ii) nor to express or to imply any endorsement of Subcontractor's products or services; (iii) nor to use any of said names, characters, or designs in any other manner (whether or not similar to uses prohibited by (i) and (ii) above), except only to provide services as requested under the Agreement. The provisions of this section shall survive the expiration or termination of this Subcontractor Services Agreement.

4. Insurance and Indemnification:

4.1 If Subcontractor employs any individual in connection with the performance of the services hereunder, Subcontractor shall, unless otherwise agreed in writing by DIMG, maintain workers' compensation and employer's liability insurance with minimum limits of ONE MILLION U.S. DOLLARS (US\$1,000,000) and Commercial General Liability insurance (including broad form contractual and automobile liability coverage), with minimum limits of TWO MILLION U.S. DOLLARS (US\$2,000,000) combined single limit per occurrence, with Subcontractor's insurance as primary and not contributory, protecting him or her and DIMG and Affiliates from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Subcontractor's services hereunder or from or out of any negligent act or omission of Subcontractor.

4.2 All such insurance required in Section 4.1 shall be written by a responsible insurance company acceptable to DIMG, shall name DIMG and Affiliates as additional insureds, shall contain a waiver of subrogation with respect to the additional insureds, shall be written on an occurrence basis and shall provide that the coverage thereunder may not be reduced or canceled unless 30 days' prior written notice thereof is furnished to DIMG. Certificates of Insurance containing such waiver of subrogation or copies of policies shall be furnished to DIMG upon request.

4.3 Subcontractor shall indemnify, defend, and hold DIMG and Affiliates, and its and their officers, directors, agents, employees and assigns, harmless from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of any negligent act or omission of Subcontractor, any failure of Subcontractor to perform his or her services hereunder in accordance with generally accepted professional standards, any breach of Subcontractor's representations and warranties as set forth herein or any other failure of Subcontractor to comply with any of his or her obligations to be performed hereunder. The provisions of this section shall survive the expiration or termination of this Subcontractor Services Agreement.

5. Independent Contractor's Declaration:

5.1 It is understood and agreed that Subcontractor is acting as an independent contractor in the performance of the services hereunder, and nothing herein contained shall be deemed to create an agency relationship between Subcontractor and DIMG.

5.2 Subcontractor shall in no event be entitled to participate in, or to receive any benefits from, any of DIMG's benefit or welfare plans, specifically including, but not limited to, coverage under DIMG's workers' compensation program. DIMG shall have no obligation whatsoever to compensate Subcontractor on account of any damages or injuries which Subcontractor may sustain as a result or in the course of the performance of Subcontractor's services hereunder.

5.3 Subcontractor shall be solely responsible for the payment of all federal and state income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Subcontractor as a result of or in connection with the services performed by Subcontractor hereunder and Subcontractor shall file all returns and reports with respect to any of the foregoing.

5.4 Subcontractor hereby agrees to indemnify DIMG and Affiliates and their officers, directors, employees and agents and to hold it and them harmless from and against any and all claims, demands, causes of action, losses, liabilities and expenses (including, without limitation, attorneys' fees) resulting or arising from any failure by Subcontractor to perform his or her obligations set forth in this section. The provisions of this section shall survive the expiration or earlier termination of this Subcontractor Services Agreement.

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6. **Governing Law:** This Subcontractor Services Agreement shall be governed by, and construed in accordance with; the laws of the State of California applicable to contracts made and performed entirely within the State of California by and between California residents.

7. **Third Party Beneficiary:** DIMG shall be a third party beneficiary of all obligations hereunder.

8. **Compliance with Law:** All services to be performed by Subcontractor in accordance with this Subcontractor Services Agreement shall comply with all applicable governmental laws and regulations, whether federal, state or local.

9. **Termination:** Anything herein to the contrary notwithstanding, DIMG may terminate this Subcontractor Services Agreement upon seven days' prior written notice to Subcontractor.

10. **Acknowledgment of Subcontractor:** I acknowledge receipt of a copy of this Subcontractor Services Agreement, and that I have read and I understand this Subcontractor Services Agreement. This Subcontractor Services Agreement may not be modified except in writing with approval of an officer of Consultant and DIMG.

Subcontractor Signature:

Name (printed):

Street Address:

City, State/Province, Country, Postal Code:

TopCoder handle:

Date:

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