

OBERON MEDIA, INC.

**LICENSE AND DISTRIBUTION AGREEMENT (DOWNLOADABLE GAME)
AMENDMENT 1 – PORTAL PARTNERS**

This Amendment 1 to the License and Distribution Agreement (“Amendment 1”) between Oberon Media, Inc. (“Oberon”) and Licensor shall be effective as the date listed as “Effective Date” listed on the signature block of this Amendment. Capitalized terms used and not defined herein have the meanings ascribed to them in the Standard Terms.

1. The following new definitions shall be added to Section 1 of the Agreement:

1.1. “**Portal Partner**” means a third party that digitally distributes interactive software games via the Internet with which Oberon has a relationship for the distribution of games other than as part of the Distribution Network, typically utilizing such third-party’s digital rights management or e-commerce solution.

1.2. “**Portal Partner Site**” means an Internet web site operated by a Portal Partner.

2. The definitions of Adjusted Gross Revenue, Download Game, and Licensed User shall be deleted in their entirety from Section 1 of the Agreement and replaced as follows:

2.1. “**Adjusted Gross Revenue**” means gross revenue actually received by Oberon from the sale or distribution of Download Game licenses to a Licensed User through the Distribution Network or a Portal Partner Site, less (i) sales and other applicable taxes and (ii) refunds, credits and chargebacks.

2.2. “**Download Game**” means a version of a Licensed Game that is downloaded from a Distribution Network site or a Portal Partner Site onto a Licensed User’s computer or other device.

2.3. “**Licensed User**” means an end user who purchases or downloads a Licensed Game from a Distribution Network site or a Portal Partner Site pursuant to an end user license agreement.

3. License Grant

3.1. License Grants. In addition to any and all other licenses and rights granted to Oberon pursuant to the Agreement, Licensor

grants to Oberon the additional worldwide exclusive license, during the Term of the Agreement, to publish and distribute the Licensed Games through the Portal Partner Sites.

4. Portal Partners, Additions and Removals

4.1. A list of Oberon’s current Portal Partners is provided as Exhibit A to this Amendment. If Licensor rejects any of the particular Portal Partners, Licensor shall mark the Portal Partner as rejected on Exhibit A. The license grant provided in Section 3 of this Amendment shall not apply to any Portal Partner marked as “rejected” on Exhibit A to this Amendment.

4.2. Portal Partners may be removed at any time upon written notice by Oberon to Licensor. Oberon may add to the list of Portal Partners by providing Licensor with written notice, including by email. Licensor shall have seven (7) days from receipt of such notice to either accept such addition or reject such addition. If Licensor fails to provide written notice to Oberon of a rejection of such addition, the addition shall be deemed accepted.

5. Termination For Breach

5.1. Breach of Exclusive License Grant. In the event Licensor breaches the exclusive license granted to Oberon hereunder by effecting, directly or indirectly, the sale or distribution of Licensed Games through a Portal Partner other than by Oberon hereunder, and does not cure such breach within 30 days of written notice from Oberon, this Amendment shall terminate and Licensor shall forfeit all accrued but unpaid royalties under this Amendment 1.

OBERON MEDIA, INC.

Signature: _____
Printed Name: _____
Title: _____

Effective Date: _____, 20

LICENSOR: _____

Signature: _____
Printed Name: _____
Title: _____