

VALVE CORPORATION
DOTA 2 TOURNAMENT LICENSE AND PAID SPECTATOR SERVICE AGREEMENT

By pressing "Submit" you and/or the party you represent in submitting this web form ("**Licensee**") agree to be bound by the terms of this Dota 2 Tournament License and Paid Spectator Service Agreement (the "**Agreement**"). It is entered into and effective by and between Valve Corporation, a Washington, U.S.A. corporation ("**Valve**"), and the Licensee as of the day that Valve accepts and confirms the submission by making it accessible through the Paid Spectator Service.

1. Definitions

1.1 "**Adjusted Gross Revenue**" means the gross revenue actually received by Valve from Valve's sale of the Tournaments Subscriptions, less (a) actual costs resulting directly from returns, discounts, refunds, fraud or chargebacks; (b) taxes that are imposed on a customer on the distribution, sale or license of the Tournament Subscriptions (such as sales, use, excise, value-added and other similar taxes) that are received from such customer by Valve for payment to governmental authorities.

1.2 "**Confidential Information**" means (i) any trade secrets relating to Valve's product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research development or know-how; (ii) any unreleased Valve products; and (iii) any other information that Valve designates to Licensee as being confidential or which, based on the nature of such information and the circumstances surrounding its disclosure, ought in good faith to be treated as confidential.

1.3 "**Cut-Off Date**" means a date no later than the concluding date of the Tournament as designated by Licensee through the Licensee Frontend, used for the calculation of the Licensee Prize Pool Commitment and the Valve Match Funds.

1.4 "**Game**" means the game Dota 2.

1.5 "**Game-Related Intellectual Property**," means the Dota™ trademark and Dota 2 logo.

1.6 "**Licensee Intellectual Property**," means any and all intellectual property rights applying to content uploaded by Licensee or on behalf of Licensee via the Licensee Frontend and/or embedded in the transmission of the Tournament through the Paid Spectator Service, including, without limitation, copyright, rights of performing artists and producers, trademark rights, rights in registered and unregistered designs and rights of publicity.

1.7 "**Licensee Prize Pool Commitment**" means an amount of up to twelve point five percentage points (12.5%) of sales of Tournament Subscriptions completed prior to the Cut-Off Date, dedicated by Licensee solely for distribution as prizes to participants in a Tournament, such Licensee Prize Pool Commitment being taken out of the Licensee's share, or, in the case of Tournament Workshop Items, out of the total revenue share of all designated Contributors.

1.8 "**Licensee Frontend**" means the online form provided by Valve to Licensee under the URL <http://www.dota2.com/leagues> in order to facilitate information exchange about Tournaments.

1.9 **"Paid Spectator Service"** means a service operated by or for Valve that enables Dota 2 users to view Game-play video in return for a fee.

1.10 **"Term"** means the period of time starting on the Effective Date and ending one year from that date unless terminated earlier by Valve as provided herein.

1.11 **"Tournaments"** means all tournaments applied for by Licensee through the Licensee Frontend and expressly approved by Valve via the same online system. For all purposes of this Agreement, the terms "League" and "Tournament" as used between the parties are interchangeable.

1.11 **"Tournament Subscriptions"** means (a) subscriptions for watching one or more Tournaments through the Paid Spectator Service, (b) Tournament Workshop Items and (c) bundles of both.

1.12 **"Tournament Workshop Items"** means virtual items uploaded by Licensee to the Steam Workshop subject to the Steam Subscriber Agreement and the DOTA 2 Supplementary Workshop Rules and selected by Valve, in Valve's sole discretion, for distribution via the Steam Workshop.

1.13 **"Valve Match Funds"** means amounts Valve agrees to provide to Licensee, solely for distribution to prize-winning Tournament contestants, as further described in Section 4.2.

2. **Valve Responsibilities**

2.1 **Game License for Tournaments.** Valve hereby grants to Licensee a revocable, non-transferable, non-exclusive license to use and display the Game, solely for use by Tournament participants and/or Licensee's agents in connection with the Tournaments, during the Term (except as provided in (d) and (e)), and in the Territory. The following activities are expressly within the scope of this license grant: (a) operation, use, and broadcasting of the Game at the Tournament; and (b) promotion of the Game at the Tournament; (c) live online transmission or broadcast of the Tournament, via streaming or television; (d) retransmission of the Tournament online, during and after the Term, or (e) television rebroadcast, news, or documentary inclusion of up to 4 minutes of game-play per hour program, during and after the Term.

Except for the additional rights granted Licensee herein, access to the Game will be governed by the Steam Subscriber Agreement.

2.2 **Game-Related Intellectual Property.** Valve further grants to Licensee a revocable, non-transferable, non-exclusive license to use and display the Game-Related Intellectual Property, solely in the Territory and solely to promote the Game in connection with the Tournament. Upon Valve's request, Licensee will provide any and all Licensee promotional materials using or incorporating the Game-Related Intellectual Property for approval. If Licensee reproduces any Game-Related Intellectual Property in connection with such promotional materials, Licensee will do so in accordance with such usage guidelines as Valve may, in its sole discretion, make known to Licensee from time to time. The limited license granted in this Section 2.2 will not extend to the merchandising or sale of promotional products under any trademarks and logos included in the Game-Related Intellectual Property, unless specifically authorized by Valve in writing.

2.3 **Paid Spectator Service.** Valve is solely responsible for the administration, promotion, operation, support, and all other aspects of the Paid Spectator Service. Valve agrees that it will administer, promote, and operate the Paid Spectator Service in compliance with all laws and regulations applicable thereto, whether international, national, state, or local, that may apply to any aspect of the display of the Tournament or Valve's actions in connection therewith. Subject to the explicit terms of this Agreement, Valve will have sole discretion in the operation of the Paid Spectator Service, including without limitation whether to offer the Tournament and, if so, at what price. Valve may, at its own expense and sole discretion, market and promote the Paid Spectator Service and the Tournament's availability via the Paid Spectator Service.

3. **Licensee Responsibilities**

3.1 **Licenses to Valve.** Licensee hereby grants Valve a worldwide, irrevocable, non-exclusive license to use, reproduce, modify, edit and display the Tournament (including without limitation gameplay, contestants, and commentary), directly or indirectly, in connection with the Paid Spectator Service during the Term. Licensee shall acquire all necessary rights from any Tournament participants (such as contestants or commenters) in order to provide the foregoing license to Valve. Licensee further grants to Valve a worldwide, irrevocable, non-transferable, non-exclusive license to use and display the Licensee Intellectual Property, to promote the Game, the Paid Spectator Service, and/or the Tournament. Upon Licensee's request, Valve will provide any and all Valve promotional materials using or incorporating the Licensee Intellectual Property. If Valve reproduces any Licensee Intellectual Property in connection with such promotional materials, Valve will do so in accordance with such usage guidelines as Licensee may, in its sole discretion, make known to Valve from time to time. The limited licenses granted in this Section 3.1 will not extend to the merchandising or sale of promotional products under any trademarks and logos included in the Licensee Intellectual Property, unless specifically authorized by Licensee in writing.

3.2 **Conditions on Licenses Received.** If Licensee directly or indirectly distributes or displays the Tournament via video in any medium, Licensee may place advertisements outside the frame displaying the Game and/or Tournament, but Licensee may not include any advertisements (audio, visual or otherwise) inside that frame. Licensee will not (i) sublicense or otherwise transfer the right to exploit the rights granted in Sections 2.1 or 2.2; (ii) reproduce, duplicate, modify or copy the Game except to the extent necessary to administer the Tournament and only with Valve's prior written consent; (iii) use, merchandise, or otherwise exploit the Game (in whole or in part) or Game-Related Intellectual Property (in whole or in part) including, but not limited to, characters, story lines, graphics, sound effects, music or any other intellectual property right contained in or connected to the Game in any way whatsoever other than as expressly permitted in this Agreement; or (iv) use terms such as "official", "authorized" or similar language, in conjunction with the Tournament, that in any way indicates or creates the impression that the Tournament is endorsed or affiliated with Valve. Licensee will not use the Game or Game-Related Intellectual Property in any manner that is or may reasonably be perceived as derogatory to the video game industry, to Valve, or to any product produced or distributed by Valve. Licensee will notify Valve promptly of any third party infringement of the Game or Game-Related Intellectual Property. Upon Valve's request, Licensee will cooperate with Valve to protect Valve's rights therein.

3.3 **Operation of Tournament.** Licensee is solely responsible for the administration, promotion, operation, support, and all other aspects of the Tournament. Licensee agrees that it will administer, promote, and operate the Tournament in compliance with all laws and regulations applicable within the Territory, whether international, national, state, or local, that may apply to any aspect of the Tournament or Licensee's actions in connection therewith. Licensee will take any reasonable precautions against the occurrence of cheating at the Tournament. Licensee will report incidents of cheating to Valve and will not include players in the Tournament that have received a ban by the Valve Anti-Cheat (VAC) system. Subject to the explicit terms of this Agreement and Valve's intellectual property rights, Licensee will have sole discretion in the operation of the Tournament.

4. **Payments**

4.1 **Payment.** Within thirty (30) days after the end of each calendar month, Valve shall pay to Licensee twenty-five percent (25%) of the Adjusted Gross Revenue actually received by Valve from sales of Tournament Subscriptions.

4.2 **Prize Pool Funding.** If Licensee designates a Tournament Prize Pool Commitment through the Licensee Frontend, Valve shall withhold the Licensee Prize Pool Commitment from monthly payments according to section 4.1 of this Agreement and distribute the total Licensee Prize Pool Commitment, together with possible Valve Match Funds, within thirty (30) days from the end of the month of the conclusion of the Tournament. Valve may publicly display the Licensee Prize Pool Commitment and the Valve Match Funds, aggregated or separately. Licensee promises to pay out the full amount of the Licensee Prize Pool Commitment and Valve Match Funds to Tournament contestants, in accordance with the Tournament prize terms, promptly after receipt of payment from Valve. The prize-winning contestants of the Tournament are intended third party beneficiaries of this Section 4.2.

4.2 **Withholding Tax.** If, pursuant to the applicable tax law, a withholding tax is or reasonably could be imposed on Valve's payments to Licensee as reasonably determined by Valve in good faith, then Valve may deduct from such payments the appropriate amount of withholding taxes that are required to be withheld according to applicable law and remit such withholding to the relevant taxing authority as reasonably determined by Valve in good faith. Valve shall indicate the amount of withholding, if any, in any statement or along with any payment hereunder and deliver to Licensee upon request any withholding tax certificate or other evidence of payment received from the relevant tax authorities. Upon request, Valve agrees to take reasonable measures to cooperate in minimizing any such withholding or other applicable tax. Licensee and Valve shall cooperate with each other in regard to filing and maintaining any tax documents necessary to collect, remit, and/or reduce such withholding, including but not limited to the United States Internal Revenue Service form W-8 BEN (or its equivalent) and appropriate supporting documents.

5. **Confidentiality**

Licensee will protect Valve's Confidential Information from unauthorized dissemination and use with the same degree of care that Licensee uses to protect its own like information, however in no event less than a commercially reasonable level of care. Licensee will not use Valve's Confidential Information for

purposes other than those set forth in Section 2 of this Agreement or other legitimate uses set forth herein. Licensee will not disclose to third parties Valve's Confidential Information without the prior written consent of Valve. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information.

6. Ownership

Licensee acknowledges Valve's sole ownership of the Game and Game-Related Intellectual Property and all associated goodwill. Nothing in this Agreement or in the performance hereof, or that might otherwise be implied by law, shall operate to grant Licensee any right, title, or interest in the Game or Game-Related Intellectual Property. Licensee's use of the Game and Game-Related Intellectual Property shall inure solely to the benefit of Valve. Licensee hereby perpetually and irrevocably assigns to Valve and shall perpetually and irrevocably assign to Valve in the future all rights it has acquired or may acquire by operation of law or otherwise in the Game or Game-Related Intellectual Property, along with any goodwill associated therewith.

7. No Warranties

LICENSEE ACCEPTS THE PAID SPECTATOR SERVICE, GAME AND GAME-RELATED INTELLECTUAL PROPERTY LICENSED HEREUNDER ON AN AS-IS BASIS. VALVE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PAID SPECTATOR SERVICE, GAME, GAME-RELATED INTELLECTUAL PROPERTY, OR ANY LICENSE GRANT HEREUNDER, INCLUDING WITH RESPECT TO THE VALIDITY OF VALVE'S RIGHTS IN ANY COUNTRY, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. Limitation of Liability

IN NO EVENT WILL VALVE BE LIABLE TO LICENSEE FOR LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS ARE APPLICABLE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

9. Indemnity

Licensee will indemnify, defend, and hold harmless Valve, and its parents, subsidiaries, agents, independent contractors, representatives, associates, and the officers, directors, assigns and licensees, and employees of each of them from and against all losses, costs, damages, judgments, liabilities and expenses (including without limitation attorney's fees) arising from all claims whatsoever, and whenever brought (including claims of copyright infringement or right of privacy or publicity), which may be: (i) based directly or indirectly upon Licensee's use of the Game and/or Game-Related Intellectual Property; and (ii) directly or indirectly connected with the Tournament.

10. Termination

10.1 **Termination by Valve.** Valve may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice without prejudice to any other right or remedy that may be available to Valve including, without limitation, the right to seek to enjoin the use or display of the Game(s) or Game-Related Intellectual Property. Furthermore, Valve may terminate this agreement at any time without prior notice in case of a material breach of the terms of this Agreement, including, without limitation, the provision of inaccurate Tournament information through the Licensee Frontend.

10.2 **Effect of Termination or Expiration.** Sections 2.1(d) and (e) (only as long as Licensee remains in full compliance with this Agreement), 2.3, 3.2, 3.3, 3.4, 4 (for any amounts due but unpaid from activities during the Term), 5, 6, 7, 8, 9, 10.3, and 11 will survive termination or expiration of this Agreement for any reason.

11. **General**

11.1 **Notices.** All notices and requests in connection with this Agreement will be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

To Licensee: To the contact address provided by Licensee through the Licensee Frontend.

To Valve:

Valve Corporation

10900 NE 4th Street, Suite 500

Bellevue, WA 98004

Attention: Chief Operating Officer

Phone: 1-425-889-9642

Email: scottl@valvesoftware.com

With a cc: to Legal Department at the same address

or to such other address as Valve or Licensee may designate pursuant to this notice provision.

11.2 **Governing Law.** This Agreement is governed by the laws of the State of Washington, U.S.A., and Licensee consents to jurisdiction and venue in the state and federal courts sitting in King County in the State of Washington, U.S.A. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees and expenses. The arbitration process under the Steam Subscriber Agreement and the Dota 2 Supplementary Workshop Terms will not apply to disputes between Licensee and Valve relating to the subject matter of this Agreement.

11.3 **Construction.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, 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. 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.

11.4 **Entire Agreement.** This Agreement constitutes the entire agreement with respect to its subject matter and merges all prior and contemporaneous communications, except to the extent the Dota 2 Supplementary Workshop Terms and the Steam Subscriber Agreement are referenced explicitly herein. This Agreement cannot be modified except in a written agreement dated subsequent to the date of this Agreement and signed on behalf of Licensee and Valve by their respective duly authorized representatives.